



156 S. Broadway, Ste. 270, Turlock, CA 95380

(209) 668-4142 (phone) (209) 668-5695 (fax)

Amended Special Board Meeting Agenda

May 3, 2018 at 10:00 a.m.

156 S. Broadway, Turlock, CA, Second Floor, Yosemite Conference Room

*Chair, Gary Soiseth
Vice Chair, Chris Vierra
Director, Bill DeHart
Director, Ken Lane*

*Interim General Manager, Michael Brinton
Interim Legal Counsel, Richard P. Shanahan
Board Secretary, Allison Martin*

NOTICE REGARDING NON-ENGLISH SPEAKERS: The Stanislaus Regional Water Authority (SRWA) meetings are conducted in English and translation to other languages is not provided. Please make arrangements for an interpreter if necessary.

EQUAL ACCESS POLICY: If you have a disability which affects your access to public facilities or services, contact the Board Secretary at the phone number set forth above. The Board is committed to taking all reasonable measures to provide access to its facilities and services. Please allow sufficient time for the Board to process and respond to your request.

NOTICE: Pursuant to California Government Code Section 54954.3, any member of the public may directly address the Board on any item appearing on the agenda, including Consent Calendar and Scheduled Matters, before or during the Board's consideration of the item.

AGENDA PACKETS: Prior to the Stanislaus Regional Water Authority Board meeting, a complete Agenda Packet (excluding any closed session materials) is available for review on the SRWA's website at www.stanrwa.org and in the Board Secretary's Office at 156 S. Broadway, Suite 270, Turlock, during normal business hours. Materials related to an item on this Agenda submitted to the Board after distribution of the Agenda Packet are also available for public inspection in the Board Secretary's Office at the address set forth above. Such documents may be available on the SRWA's website subject to staff's ability to post the documents before the meeting.

1. A. CALL TO ORDER

B. SALUTE TO THE FLAG

2. RECOGNITION, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS: None

3. A. SPECIAL BRIEFINGS: None

B. STAFF UPDATES

1. Interim General Manager Updates (*Brinton*)
2. Finance Director Report (*Lorenzi*)

C. CONSULTANT UPDATES

1. West Yost Associates will provide the Board with a Regional Surface Water Supply Project status update. (*Nakano*)

D. PUBLIC PARTICIPATION: This time is set aside for members of the public to address the Board concerning any item that has been described in the notice for the meeting, including Consent Calendar items, before or during consideration of that item. You will be allowed five (5) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Board addresses the matter.

4. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

5. CONSENT CALENDAR: Information concerning the Consent items listed below has been forwarded to each Board member prior to this meeting for study. Unless the Chair, a Board member, or member of the audience has questions concerning the Consent Calendar, the items are approved at one time by the Board. The action taken by the Board in approving the Consent items is set forth in the explanation of the individual items.

A. *Motion:* Accept minutes of Regular Meeting of February 22, 2018

B. *Motion:* Accept minutes of Special Meeting of March 1, 2018

6. PUBLIC HEARINGS: None

7. SCHEDULED MATTERS

A. Request to adopt the Design-Build Conflict of Interest Policy (*Brinton*)

Recommended Action:

Resolution: Adopting the Design-Build Conflict of Interest Policy

B. Request to approve an agreement with Granberg & Associates, Inc., for General Manager services for the Regional Surface Water Supply Project and authorize the Board Chairman to execute the agreement, and appropriate \$40,000 to account number 950-53-552.43060_021 "Contract Services - General Manager" to be funded via equal contributions from the Cities of Ceres and Turlock as SRWA participating agencies (*Brinton*)

Recommended Action:

Motion: Approving an agreement with Granberg & Associates, Inc., for General Manager services for the Regional Surface Water Supply Project and authorizing the Board Chairman to execute the agreement

Resolution: Appropriating \$40,000 to account number 950-53-552.43060_021 "Contract Services - General Manager" to be funded via equal contributions from the Cities of Ceres and Turlock as SRWA participating agencies

8. MATTERS TOO LATE FOR THE AGENDA

9. BOARD ITEMS FOR FUTURE CONSIDERATION

10. BOARD COMMENTS: Board members may provide a brief report on notable topics of interest. The Brown Act does not allow discussion or action by the legislative body.

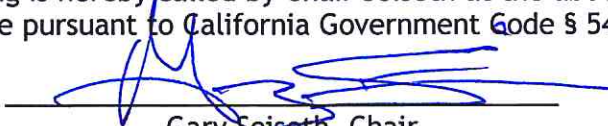
11. NEXT MEETING DATE: May 24, 2018 Regular meeting

12. CLOSED SESSION: Conference with Legal Counsel Regarding Potential Exposure to Litigation. Cal. Gov't Code § 54956.9(d)(2) "Nothing in this chapter shall be construed to prevent a legislative body of a local agency, based on advice of its legal counsel, from holding a closed session to confer with, or receive advice from, its legal counsel regarding pending litigation when discussion in open session concerning those matters would prejudice the position of the local agency in the litigation. For purposes of this section, litigation shall be considered pending when any of the following circumstances exist: a point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency."

Potential Cases: (1 case)

13. ADJOURNMENT

The foregoing meeting is hereby called by Chair Soiseth at the above mentioned date and time pursuant to California Government Code § 54956.



Gary Soiseth, Chair



To: SRWA Board

From: Michael Brinton, Interim General Manager

Subject: Interim General Manager Report

The members of the Technical Advisory Committee (TAC) have continued to meet with West Yost Associates and their sub-consultants on various items in preparation of the design of the raw water supply infrastructure, water treatment facility, treated water transmission mains and local distribution systems. The items covered since the last SRWA Board meeting includes the following:

- Participated in Executive Technical Advisory Committee (TAC) and TAC Meetings
- Completed January and February Program Management Status Reports
- Prepared TID Cost Allocation Memos
- Interviewed General Manager candidates
- Discussed pinch point with TID and prepared figure
- Discussed potential fuel line along the BSNF RR ROW with Stanislaus County
- Reviewed pavement restoration agreement
- Coordinated with Gary Nazareno on temporary construction easement agreement
- Prepared Phase 1 ESA effort for potential property acquisition at Santa Fe and Berkeley
- Held public comment meeting for draft EIR (DEIR) at SRWA Board meeting
- Began preparation of Final EIR (FEIR) and drafting of responses to public comments on the DEIR
- Submitted Low Impact Habitat Conservation Plan (HCP) to U.S. Fish and Wildlife Service
- Received Lake and Streambed Alteration Agreement (LSAA) from CDFW
- Began drafting amendments to LSAA for wet well project and regional WTP project
- Began preparing information for SRF Environmental Package
- Updated environmental schedule, master schedule, and critical path schedule for SRF and Board
- Continued raw water quality sampling and testing
- Prepared water quality summary tables and performed data analysis for year-long source water sampling program summary report
- Prepared draft raw water pump station pre-design TM
- Prepared site layout and grading for raw water pump station
- Pre-designed air purge system
- Prepared piping and instrumentation drawings
- Prepared pre-design TM for finished water transmission mains

- Reviewed preliminary WTP design criteria, process flow diagrams and site plan
- Developed design criteria for WTP unit processes and prepared draft design criteria TM
- Continued development of hydraulic profile, process flow diagrams and site layout for reference WTP
- Met with the Division of Drinking Water
- Created draft technical appendices to Design-Build (DB) Contract
- Began project alternatives analysis
- Prepared draft DB Request for Qualifications
- Met with potential DB contractors
- Prepared and issued Request for Proposals for financial evaluation services
- Updated wet well fact sheet

Mr. Nakano will provide a more in depth review of these items. I will be happy to answer any questions.



SRWA
STANISLAUS REGIONAL
WATER AUTHORITY

DRAFT Minutes
Regular Board Meeting
February 22, 2018

There was no regular meeting of the Stanislaus Regional Water Authority due to there being no quorum present from the Stanislaus Regional Water Authority Board.

Respectfully submitted,

DRAFT

Allison Martin, Board Secretary



1. A. **CALL TO ORDER:** Vice Chair Vierra called the meeting to order at 3:01 p.m.
PRESENT: Director Lane, Director DeHart, Vice Chair Vierra
ABSENT: Chair Soiseth
 - B. **SALUTE TO THE FLAG**
2. **RECOGNITION, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS:** None
3. A. **SPECIAL BRIEFINGS:** None
 - B. **STAFF UPDATES:**
 1. Interim General Manager Michael Brinton provided an update of items discussed at recent Technical Advisory Committee (TAC) meetings, including:
 - Participated in Executive Technical Advisory Committee (TAC) and TAC Meetings
 - Completed November and December Program Management Status Reports
 - Prepared Project cash flow and cost allocation tool spreadsheets
 - Prepared Task Map between Phase 1 and Phase 2 tasks
 - Prepared TID Cost Allocation Memo
 - Developed cost information for various potential initial Water Treatment Plant capacity and expansion scenarios
 - Updated General Manager RFP and issued GM solicitation
 - Continued communications with DFA staff, SRWA interim legal counsel, and TID staff on SRWA/TID lease agreement and operations
 - Reviewed funding opportunities, updated funding opportunities log, and prepared funding memo for TAC
 - Met with Division of Financial Assistance to discuss SRF funding
 - Drafted “Pledge of Revenue” resolutions for cities
 - Responded to Wet Well Project CM inquiries
 - Reviewed Wet Well CM addendum
 - Discussed pinch point with TID and prepared figure
 - Reviewed Stanislaus County pavement restoration text in Measure L and reviewed complete list of affected roads provided by the County Public Works Department
 - Discussed watershed sanitary survey with MID
 - Coordinated with Gary Nazareno on temporary construction easement agreement
 - Reviewed geotechnical drilling information and coordinated with TID on encroachment permit
 - Reviewed aerial survey information for Finished Water Transmission Mains
 - Coordinated Phase 1 ESA effort for Turlock Finished Water Transmission Mains
 - Completed review of administrative draft EIR and screen check draft EIR
 - Provided responses to supplemental questions from CDFW regarding Lake & Streambed Alteration Agreement (LSAA)
 - Prepared public draft EIR (DEIR) for final TAC review

- Compiled EIR comments, identified issues to be resolved, and moderated conference call to resolve those issues
- Published DEIR with State Clearinghouse, distributed copies to agencies, and began public review period
- Prepared DEIR presentation for public comment at February 22 Board meeting
- Conducted site visits to obtain photographs for revised aesthetic analysis and updated information on elderberry shrub locations
- Responded to questions from Central Valley RWQCB on LSAA application, and received notice of complete application
- Submitted 401 water quality certification to Central Valley RWQCB
- Continued revising Low Impact Habitat Conservation Plan (HCP) for submittal to U.S. Fish and Wildlife Service

2. Kellie Jacobs-Hunter, Interim Finance Director, provided a summary of activity for the current fiscal year through February 21, 2018.

C. CONSULTANT UPDATES:

1. Lindsay Smith of West Yost Associates provided a project status update including the following:
 - Prepared Cost Sharing Agreement between SRWA, Ceres, Turlock and TID for Wet Well Construction
 - Moving forward with construction of the Wet Well Project Element
 - Showed images of infiltration gallery and wet well
 - Information on the existing infiltration gallery
 - Information on the wet well design
 - Completed DEIR of the Project in January for Public Review and Comment
 - Continuing to move forward on critical path items (among others):
 - Performed aerial photography of both treated water transmission alignments
 - TAC met with Trussell Technologies to begin the pre-design effort for the Water Treatment Plant
 - Recruitment of General Manager; four candidates are scheduled to be interviewed by Executive TAC on March 16
 - Preparation of design-build procurement documents

D. PUBLIC PARTICIPATION: None

4. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS: None

5. CONSENT CALENDAR:

Action: Motion by Director DeHart, second by Director Lane, adopting the consent calendar and approving the minutes of the Special Meeting of December 14, 2017. Motion carried by the following vote:

Director Lane	Director DeHart	Vice Chair Vierra	Chair Soiseth
Yes	Yes	Yes	Absent

6. PUBLIC HEARINGS:

- A. Debra Lilly received public comment on the Surface Water Supply Project Draft Environmental Impact Report.

Discussion: Debra Lilly reported on the California Environmental Quality Act and the purpose of California's Environmental Regulations. Debra Lilly gave an overview of the proposed project, the project purpose and project facilities, including resources with significant impacts. Alternatives to the proposed project were presented, including moving the plant to the Ceres terminal tank site or relocating the plant to the Stanislaus River in Riverbank. Other environmental activities were presented, included environmental permits for the infiltration gallery testing project, low effect habitat conservation plan and potential for State Revolving Fund participation. The SRWA Board received public comments on the proposed project as required by CEQA, and final public comments are to be received through March 8, 2018, at 5pm. A response to the comments will be submitted in the Final EIR and a 10-day agency review of comments and responses will be provided. Public comments must be received in writing, email or orally. Debra Lilly asked that comments be submitted to: surfacewatersupply-DEIR-comments@horizonh2o.com.

Vice Chair Vierra opened public participation.

Citizen Milt Trieweiler stated he had previously submitted comments for the Infiltration Gallery and wanted to know if those comments were still valid.

Debra Lilly answered that the Infiltration Gallery was a separate project and comments about the Surface Water Supply Project should be submitted as instructed.

Rhonda Lucas, general counsel from Modesto Irrigation District (MID), thanked staff for extending the comment period for MID's review and submittal. MID is concerned with their joint water rights that will be affected by the Surface Water Supply Project.

Vice Chair Vierra closed public participation.

7. SCHEDULED MATTERS:

- A. Interim General Manager Michael Brinton requested to approve the Raw Water Pump Station Phase 1 Project Construction Funding Agreement to fund the Raw Water Pump Station, Phase 1 Construction Project for the Stanislaus Regional Water Authority Regional Surface Water Supply Project, and grant the Interim General Manager the authority to sign any documents related to the Raw Water Pump Station Phase 1 Project Construction Funding Agreement.

Discussion:

Vice Chair Vierra opened public participation. There being no public response, Vice Chair Vierra closed public participation.

Action: Motion by Director DeHart, second by Director Lane, approving the Raw Water Pump Station Phase 1 Project Construction Funding Agreement to fund the Raw Water Pump Station, Phase 1 Construction Project for the Stanislaus Regional

Water Authority Regional Surface Water Supply Project, and granting the Interim General Manager the authority to sign any documents related to the Raw Water Pump Station Phase 1 Project Construction Funding Agreement. Motion carried by the following vote:

Director Lane	Director DeHart	Vice Chair Vierra	Chair Soiseth
Yes	Yes	Yes	Absent

- B. Interim General Manager Michael Brinton requested to approve an agreement with C. Overaa Construction for the construction of the Raw Water Pump Station, Phase 1 Construction Project in the amount of \$6,634,000 and authorize the Interim General Manager to sign any related documents, and approve change orders in an amount not to exceed \$150,000 for a single change order or \$400,000 for a cumulative change order, and appropriate \$7,297,400 to account number 950-53-552.51801_001 "SRWA Wet Well Construction - Construction Contract" for the construction agreement to be funded via contributions from SRWA participating agencies as outlined in the Raw Water Pump Station Phase I Funding Agreement.

Discussion:

Vice Chair Vierra opened public participation. There being no public response, Vice Chair Vierra closed public participation.

Action: Motion by Director DeHart, second by Director Lane, approving an agreement with C. Overaa Construction for the construction of the Raw Water Pump Station, Phase 1 Construction Project in the amount of \$6,634,000. Motion carried by the following vote:

Director Lane	Director DeHart	Vice Chair Vierra	Chair Soiseth
Yes	Yes	Yes	Absent

Action: Resolution 2018-001 authorizing the Interim General Manager to sign any related documents, and approve change orders in an amount not to exceed \$150,000 for a single change order or \$400,000 for a cumulative change order, and appropriating \$7,297,400 to account number 950-53-552.51801_001 "SRWA Wet Well Construction - Construction Contract" for the construction agreement to be funded via contributions from SRWA participating agencies as outline in the Raw Water Pump Station Phase I Funding Agreement. Motion carried by the following vote:

Director Lane	Director DeHart	Vice Chair Vierra	Chair Soiseth
Yes	Yes	Yes	Absent

- C. Interim General Manager Michael Brinton requested to approve an agreement with Horizon Water and Environment for Phase 2 CEQA/NEPA/Permitting Support Services for the Stanislaus Regional Water Authority Raw Water Pump Station, Phase 1 Construction Project in an amount not to exceed \$278,663, and appropriate \$278,663 to account number 950-53-552.51801_005 "SRWA Wet Well Construction Environmental Services" for Phase 2 CEQA/NEPA/Permitting Support Services for the Stanislaus Regional Water Authority Raw Water Pump Station, Phase 1 Construction Project to be funded via contributions from

SRWA participating agencies as outline in the Raw Water Pump Station Phase I Funding Agreement.

Discussion:

Vice Chair Vierra opened public participation. There being no public response, Vice Chair Vierra closed public participation.

Action: Motion by Director Lane, second by Director DeHart, approving an agreement with Horizon Water and Environment for Phase 2 CEQA/NEPA/Permitting Support Services for the Stanislaus Regional Water Authority Raw Water Pump Station, Phase 1 Construction Project in an amount not to exceed \$278,663. Motion carried by the following vote:

Director Lane	Director DeHart	Vice Chair Vierra	Chair Soiseth
Yes	Yes	Yes	Absent

Action: Resolution 2018-002 appropriating \$278,663 to account number 950-53-552.51801_005 “SRWA Wet Well Construction Environmental Services” for Phase 2 CEQA/NEPA/Permitting Support Services for the Stanislaus Regional Water Authority Raw Water Pump Station, Phase 1 Construction Project to be funded via contributions from SRWA participating agencies as outlined in the Raw Water Pump Station Phase I Funding Agreement. Motion carried by the following vote:

Director Lane	Director DeHart	Vice Chair Vierra	Chair Soiseth
Yes	Yes	Yes	Absent

- D. Interim General Manager Michael Brinton requested to approve an agreement with Bartkiewicz, Kronick & Shanahan (BKS) for special legal services for Phase 2 of the proposed Regional Surface Water Supply Project (Project) and authorize the Interim General Manager to execute said agreement, and appropriate \$500,960 to account number 950-53-552.51801_006 “SRWA Wet Well Construction Legal Services” to be funded via contributions from SRWA participating agencies as outlined in the Raw Water Pump Station Phase I Funding Agreement.

Discussion:

Vice Chair Vierra opened public participation.

Citizen Milt Trieweiler asked for more information on the scope of the legal services.

Interim General Manager Michael Brinton answered that legal services are needed to ensure the planning and development of Phase 2 of the Regional Surface Water Supply project has special counsel to provide advice and legal representation, representing the Authority in matters regarding the Project.

Vice Chair Vierra closed public participation.

Action: Motion by Director Lane, second by Director DeHart, approving an agreement with Bartkiewicz, Kronick & Shanahan (BKS) for special legal services for Phase 2 of the proposed Regional Surface Water Supply Project (Project) and authorizing

the Interim General Manager to execute said agreement. Motion carried by the following vote:

Director Lane	Director DeHart	Vice Chair Vierra	Chair Soiseth
Yes	Yes	Yes	Absent

Action: Resolution 2018-003 appropriating \$500,960 to account number 950-53-552.51801_006 "SRWA Wet Well Construction Legal Services" to be funded via contributions from SRWA participating agencies as outlined in the Raw Water Pump Station Phase I Funding Agreement. Motion carried by the following vote:

Director Lane	Director DeHart	Vice Chair Vierra	Chair Soiseth
Yes	Yes	Yes	Absent

- E. Interim General Manager Michael Brinton requested to approve an agreement with Inferrera Construction Management Group, Inc. for Construction Management Services for the Stanislaus Regional Water Authority Raw Water Pump Station, Phase 1 Construction Project in an amount not to exceed \$612,691, and appropriate \$612,691 to account number 950-53-552.51801_002 "SRWA Wet Well Construction - Construction Management" to be funded via contributions from SRWA participating agencies as outlined in the Raw Water Pump Station Phase I Funding Agreement.

Discussion:

Vice Chair Vierra opened public participation. There being no public response, Vice Chair Vierra closed public participation.

Action: Motion by Director Lane, second by Director DeHart, approving an agreement with Inferrera Construction Management Group, Inc. for Construction Management Services for the Stanislaus Regional Water Authority Raw Water Pump Station, Phase 1 Construction Project in an amount not to exceed \$612,691. Motion carried by the following vote:

Director Lane	Director DeHart	Vice Chair Vierra	Chair Soiseth
Yes	Yes	Yes	Absent

Action: Resolution 2018-004 appropriating \$612,691 to account number 950-53-552.51801_002 "SRWA Wet Well Construction - Construction Management" to be funded via contributions from SRWA participating agencies as outlined in the Raw Water Pump Station Phase I Funding Agreement. Motion carried by the following vote:

Director Lane	Director DeHart	Vice Chair Vierra	Chair Soiseth
Yes	Yes	Yes	Absent

- 8. **MATTERS TOO LATE FOR THE AGENDA:** None
- 9. **BOARD ITEMS FOR FUTURE CONSIDERATION:** Director DeHart reported he will not be present for the Regular SRWA Board Meeting on March 22, 2018. Director Lane reported he will also not be present for the March meeting.

- 10. **BOARD COMMENTS:** None
- 11. **NEXT MEETING DATE:** March 22, 2018 Regular meeting (may be cancelled).
- 12. **CLOSED SESSION:** Adjourned to Closed Session 3:42 p.m. The meeting was called back to order at 3:52 p.m.

Legal Counsel Phaedra Norton reported she will be resigning from her appointment as legal counsel of the SRWA and that Richard P. Shanahan from Bartkiewicz, Kronick & Shanahan has been appointed interim general counsel for the SRWA effective March 1, 2018.

- 13. **ADJOURNMENT:** Motion by Director DeHart, second by Director Lane, to adjourn at 3:53 p.m. Motion carried 3/1.

Respectfully submitted,

DRAFT

Allison Martin, Board Secretary



From: Michael F. Brinton, Interim General Manager

Prepared by: Michael F. Brinton, Interim General Manager

1. ACTION RECOMMENDED:

Resolution: Adopting the Design-Build Conflict of Interest Policy

2. DISCUSSION OF ISSUE:

The Authority plans to use a design-build procurement approach for the Project, as authorized by California Public Contract Code Sections 22160-22169. That law requires the Authority to adopt and implement a conflict of interest policy: “The local agency shall develop guidelines for a standard organizational conflict-of-interest policy, consistent with applicable law, regarding the ability of a person or entity, that performs services for the local agency relating to the solicitation of a design-build project, to submit a proposal as a design-build entity, or to join a design-build team. This conflict-of-interest policy shall apply to each local agency entering into design-build contracts authorized under this chapter.” (Pub. Con. Code 22162 (c).)

Authority staff have prepared a proposed policy for consideration by the Board of Directors. The purpose of this policy is to adopt and implement a standard organizational conflict of interest policy to govern the Authority design-build solicitation and contract award process.

3. FISCAL IMPACT / BUDGET AMENDMENT:

There is no fiscal impact.

4. INTERIM GENERAL MANAGER’S COMMENTS:

Recommends adoption of the Conflict of Interest Policy

5. ENVIRONMENTAL DETERMINATION: N/A

6. ALTERNATIVES:

This action is required in order to use the design-build process. The alternatives are to use the design-bid-build process or provide direction to staff about Board-desired revisions to the policy.



BEFORE THE BOARD OF THE STANISLAUS REGIONAL WATER AUTHORITY

**IN THE MATTER OF ADOPTING THE
DESIGN-BUILD CONFLICT OF INTEREST
POLICY**

RESOLUTION NO. 2018-

WHEREAS, the applicable design-build law requires the Authority to adopt and implement a conflict of interest policy as set forth in California Public Contract Code Section 22162(c); and

WHEREAS, the purpose of this policy is to establish guidelines for a standard organizational conflict of interest policy, consistent with applicable law, regarding the ability of a person or entity to submit a proposal as a design-build entity or to join a design-build team for a design-build project pursuant to the California Public Contract Code Section 22160 et seq.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Stanislaus Regional Water Authority that it does hereby adopt the Design-Build Conflict of Interest Policy.

PASSED AND ADOPTED at a regular meeting of the Board of the Stanislaus Regional Water Authority this 3rd day of May, 2018, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Allison Martin, Board Secretary

**STANISLAUS REGIONAL WATER AUTHORITY
DESIGN-BUILD CONFLICT OF INTEREST POLICY**

1. Purpose and Authority. The purpose of this policy is to adopt and implement a standard organizational conflict of interest policy to govern the Authority design-build solicitation and contract award process. This policy affects the ability of a design-build entity and its team to be considered for the design-build contract. This policy is adopted pursuant to Public Contract Code section 22162 and other applicable law.

2. Definitions. The following definitions apply to this policy:

a. "Affiliate" of a Person means any other Person that (a) directly or indirectly controls the specified Person; (b) is controlled by or is under direct or indirect common control with the specified Person; or (c) is an officer, director, or senior management employee of the Person. For purposes of this definition, "control" means the (i) power to directly or indirectly control or direct the management or policies of the specified Person, whether through the ownership of voting rights, partnership or limited liability company interests, contract, or otherwise, or (ii) direct or indirect ownership of 50% or more of the voting securities or interests of that Person.

b. "Authority" means the Stanislaus Regional Water Authority.

c. "City" means the City of Ceres or City of Turlock.

d. "Contract" means the design-build contract for the design and construction of the Project that the Authority intends to enter into with the successful Proposer.

e. "Person" means an individual, corporation, firm, general partnership, limited partnership, limited liability partnership, limited liability company, company, joint venture, association, trust, federal, state or local government agency, or other legal entity.

f. "Project" means the Authority Regional Surface Water Supply Project.

g. "Proposer" means a design-build entity seeking to enter into the Contract and the design-build entity's material subcontractors, engineers, subconsultants, and vendors who would perform Contract work.

3. General

a. Organizational conflicts of interest can occur when, because of business relationships with other Persons or other factors or activities (i) the Proposer is unable or potentially unable to render impartial assistance to or advise Authority, (ii) the Proposer's objectivity in performing the Contract work is or might be impaired, or (iii) the Proposer has an unfair competitive advantage.

b. The Authority recognizes that a Proposer must maintain business relationships with other public and private sector entities in order to continue as a viable business. The Authority will take this reality into account as it evaluates any potential organizational conflict of interest and the appropriateness of proposed measures to mitigate or avoid

potential conflicts. The Authority does not intend to disqualify a Proposer based merely on the existence of a business relationship with another entity. Rather, the Authority would disqualify a Proposer only when the relationship causes a conflict that potentially impairs the Proposer's ability to provide objective advice and service to the Authority and the potential conflict cannot be avoided or adequately mitigated.

c. In addition to this policy, the design-build procurement also shall be subject to applicable California conflict of interest statutes and regulations.

d. While participating in the design-build procurement and, for the successful Proposer, during the term of the Contract, the Proposer and its Affiliates are prohibited from entering into or seeking an agreement with the Authority to provide construction management, inspection, or other services on the Project.

4. Conflicts. An organizational conflict of interest may exist in the following instances:

a. The Proposer or an Affiliate is under contract to the Authority or a City.

b. The Proposer or an Affiliate has performed engineering or other services for (i) the Authority, or (ii) a City in connection with the Project.

c. The Proposer or an Affiliate has obtained any confidential advice or information from the Authority or a City relating to the Project or the design-build procurement.

d. The Proposer or an Affiliate owns real property in a location where there may be a positive or adverse impact on the value of such property based on the design-build work to be performed under the Contract.

e. The Proposer or an Affiliate is providing services to another Person and the Proposer knows or has reason to believe that the other Person's interest are, or may be, adverse to the Authority's or a City's interest with respect to the Project.

f. The Proposer or an Affiliate has a business, consulting, or contracting arrangement with a Person who is employed or retained by the Authority.

g. The Proposer or an Affiliate has a business, consulting, or contracting arrangement with a member of the Authority Technical Advisory Committee.

h. Any circumstance or situation that could violate Government Code sections 1090 to 1099 concerning financial conflicts of interest in connection with the making of local government agency contracts.

5. Procedure

a. A Disclosure of Potential Conflict of Interest Form (see Attachment A) will be provided to and is to be used by each Proposer to assist in screening for potential organizational conflicts of interest. Each Proposer must review this Design Build Conflict of Interest Policy, review and evaluate its potential organizational conflicts of interest under the policy, and complete the Disclosure of Potential Conflict of Interest Form and submit it together with both the design-build procurement statement of qualifications and (if invited

to submit a proposal) the proposal. If the Proposer determines a potential conflict of interest exists, it also must (i) disclose and explain the potential conflict of interest to the Authority, and (ii) propose remedial, mitigation, or other measures to avoid or adequately mitigate the potential conflict. Disclosure of a potential conflict will not necessarily disqualify a Proposer from becoming shortlisted or awarded the Contract.

b. If the Proposer becomes aware of any changes concerning its disclosure form after the submission of the form and before Contract award, the Proposer shall prepare and submit to the Authority an updated disclosure form.

c. The Authority will review the disclosure forms, any disclosed conflicts, and the appropriateness of any proposed remedial, mitigation, or other measures. The Authority also may request additional information from the Proposer. If a Proposer discloses a potential conflict, the Authority will review and consider the information provided by the Proposer and other available information and determine whether the Proposer has an organizational conflict of interest that (i) makes the Proposer unable or potentially unable to render impartial service to the Authority, (ii) impairs or may impair the Proposer's objectivity in performing the Contract work, or (iii) gives the Proposer an unfair competitive advantage in the procurement. If the Authority determines that the Proposer does have an organizational conflict of interest, then the Authority will consider whether the conflict may be avoided or adequately mitigated by the proposed remedial, mitigation, or other measures. If the Authority determines that the Proposer has an organizational conflict of interest and that it cannot be avoided or adequately mitigated, then the Authority will disqualify the Proposer from further participation in the design-build procurement. The determination of a disqualifying conflict of interest shall be at the sole discretion of the Authority.

Attachment A

**STANISLAUS REGIONAL WATER AUTHORITY
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST FORM**

The below-named Proposer declares that it has reviewed the Stanislaus Regional Water Authority Design-Build Conflict of Interest Policy and has determined, to the best of its knowledge and belief, that (check one):

A potential organizational conflict of interest exists as follows:

Describe nature of the potential conflict(s) (attach additional sheets as necessary):

Describe measures proposed to mitigate or avoid the potential conflict(s) (attach additional sheets as necessary):

A potential organizational conflict of interest does not exist.

Proposer: _____

Signature: _____

Title: _____

Date: _____

If a potential conflict has been identified, please provide the name, phone number, and email address for a contact person authorized to discuss this disclosure form with the Authority.

Name: _____

Phone: _____

Email: _____



From: Gary Soiseth, Board Chairman

Prepared by: Toby Wells, City Manager, City of Ceres

1. ACTION RECOMMENDED:

Motion: Approving an agreement with Granberg & Associates, Inc., for General Manager services for the Regional Surface Water Supply Project (Project) and authorizing the Board Chairman to execute the agreement

Resolution: Appropriating \$40,000 to account number 950-53-552.43060_021 "Contract Services - General Manager" to be funded via equal contributions from the Cities of Ceres and Turlock as SRWA participating agencies

2. DISCUSSION OF ISSUE:

On December 15, 2015, the Board appointed Michael Brinton as the Interim General Manager for the SRWA. At the time, SRWA had just completed the transition to the new organization after the departure of the City of Modesto from the JPA and began the process to hire the Program Management team to guide the process for Phase I development of the project.

In 2017, per the direction of the Board, staff initiated a Request for Proposals (RFP) to solicit the services of a regular General Manager. The RFP generated two interested applicants that were screened by the Executive Technical Advisory Committee (TAC) and a final applicant was forwarded to the Board for consideration. On September 28, 2017, the Board decided to not move forward with the proposed candidate.

Earlier this year, the RFP was reissued. Four applicants were interviewed by the Executive TAC. The Executive TAC directed City of Ceres City Manager Toby Wells to negotiate with the top ranked candidate. The negotiations have been completed. The Executive TAC recommends the Board approve the agreement with Granberg & Associates, Inc., for General Manager services for the Project.

Mr. Granberg would start the formal services of the General Manager on June 1, 2018. For the month of May, he has proposed to work approximately 40 hours participating in meetings getting up to speed as he transitions from his current job duties.

3. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact for fiscal year 2017-18: \$40,000

Budget Amendment: Appropriate \$40,000 to account number 950-53-552.43060_021 "Contract Services - General Manager" for services to be provided by Granberg & Associates, Inc., for May and June 2018 in the performance of General Manager activities as provided by Robert Granberg, P.E. This appropriation will be funded via equal contributions the Cities of Ceres and Turlock as SRWA participating agencies

4. ENVIRONMENTAL DETERMINATION:

The environmental review is not required for the proposed agreement.

5. ALTERNATIVES:

The alternative would be to not award the contract.



AGREEMENT FOR SPECIAL SERVICES
between
STANISLAUS REGIONAL WATER AUTHORITY
and
GRANBERG & ASSOCIATES, INC.
For
GENERAL MANAGER SERVICES
For The
REGIONAL SURFACE WATER SUPPLY PROJECT

THIS AGREEMENT is made this 3rd day of May, 2018, by and between the **Stanislaus Regional Water Authority**, a joint powers authority ("SRWA"), and **Granberg & Associates, Inc.**, ("CONSULTANT"), who agree as follows:

1. **SCOPE OF WORK:** CONSULTANT shall perform the work and render the special services described in the attached Exhibit A (the "Services"). CONSULTANT shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Services. CONSULTANT shall determine the method, details and means of doing the Services.

2. **COMPENSATION:** SRWA shall pay CONSULTANT in accordance with the attached Exhibit B as full remuneration for performing all Services and furnishing all staffing and materials and for performance by CONSULTANT of all of its duties and obligations under this Agreement. CONSULTANT will be compensated in the manner and at the times set forth below:

(a) Invoices: CONSULTANT shall submit dated invoices to SRWA specifying the date, location and service rendered, and the fee or charge.

(b) Payment:

(1) All payments by SRWA shall be made in arrears, after satisfactory service, as determined and approved by SRWA, has been provided. Payment shall be made by SRWA no more than 30 days from the SRWA's receipt of invoice.

(2) SRWA shall normally pay by voucher or check within 10 working days after each SRWA Board meeting at which payments can be authorized, provided that the SRWA receives the invoice at least five working days prior to the SRWA's Board meeting date.

(3) If SRWA disputes any item on an invoice for a reasonable cause, which includes, but is not limited to, unsatisfactory service, SRWA may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONSULTANT within 15 working days after receipt of invoice by SRWA.

(4) If dispute is settled, payment shall be by voucher or check payable to and mailed to CONSULTANT within five working days of dispute settlement.

(5) SRWA reserves the right to only pay for such services rendered to the satisfaction of SRWA.

3. TERM OF AGREEMENT: This Agreement shall take effect on the above date and continue in effect until terminated by one party as provided below or by mutual written consent of the parties. This Agreement may be terminated at any time by either party upon 30 days advance written notice to the other party. In the event of termination, CONSULTANT shall be compensated for all Services performed to the date of termination as calculated by Agency based on the above fee and payment provisions. If SRWA so requests, and at SRWA's cost, CONSULTANT shall provide sufficient oral or written status reports to make SRWA reasonably aware of the status of CONSULTANT'S work on the Services at the time of termination. Further, if SRWA so requests, and at SRWA's cost, CONSULTANT shall deliver to SRWA any work products whether in draft or final form which have been produced to date.

4. INSURANCE: CONSULTANT shall not commence work or services under this Agreement until CONSULTANT has obtained SRWA's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONSULTANT allow any subcontractor to commence work or services on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONSULTANT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by CONSULTANT, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal constitutes a material breach of contract.

(a) Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 for ongoing operations and 20 37 for products/completed operations), to be approved by the SRWA.

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Errors and Omissions/Professional Liability Insurance.

(b) Minimum Limits of Insurance: CONSULTANT shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.

(3) Workers' Compensation: as statutorily required by the State of California. Employer's Liability: \$500,000 per accident for bodily injury or disease.

(4) Errors and Omissions/Professional Liability: \$1,000,000 per claim.

(c) Deductibles and Self-Insured Retentions: Upon request of SRWA, any deductibles or self-insured retentions must be declared to and approved by SRWA. At the option of SRWA, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SRWA, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONSULTANT shall provide a financial guarantee satisfactory to SRWA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) SRWA, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, CONSULTANT's insurance coverage shall be primary insurance as respects SRWA and any insurance or self-insurance maintained by SRWA shall be excess of CONSULTANT's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to SRWA under this Agreement, the insurer, broker/producer, or CONSULTANT shall provide SRWA with 30 days' prior written notice of such cancellation, non-renewal, or material change.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

(f) Verification of Coverage: CONSULTANT shall furnish SRWA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by SRWA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT'S obligation to provide them. SRWA reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(g) Waiver of Subrogation: With the exception of professional liability, CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of SRWA for all work performed by CONSULTANT, its agents, employees, independent contractors and subcontractors. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

5. INDEMNIFICATION: CONSULTANT shall indemnify, defend, and hold harmless SRWA and its officers, agents, employees, and volunteers from and against any and all claim, demand, cost, or liability that arises out of, pertains to, or relates to, the negligence, recklessness, or willful misconduct of CONSULTANT and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful misconduct of SRWA.

6. INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of CONSULTANT, its agents, officers, and employees and all others acting on behalf of CONSULTANT relating to the performance of this Agreement, shall be performed as an independent contractor and not as an agent, officer, or employee of SRWA. It is understood by both CONSULTANT and SRWA that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship.

CONSULTANT shall determine the method, details and means of performing the work and services to be provided by CONSULTANT under this Agreement. CONSULTANT shall be responsible to SRWA only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to SRWA's control with respect to the physical action or activities of the CONSULTANT in fulfillment of this Agreement. CONSULTANT has control over the manner and means of performing the services under this Agreement. CONSULTANT is permitted to provide services to others during the same period that service is provided to SRWA under this Agreement. If necessary, CONSULTANT has the responsibility for employing other persons or firms to assist CONSULTANT in fulfilling the terms and obligations under this Agreement.

As an independent contractor, CONSULTANT shall indemnify and hold SRWA harmless from any and all claims that may be made against SRWA based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. CONSULTANT shall, to the fullest extent permitted by law, indemnify SRWA, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning CONSULTANT's independent contractor status or employment-related liability.

7. CONFORMANCE WITH FEDERAL AND STATE LAW: CONSULTANT shall perform the Services in compliance with all applicable federal, state and local laws and regulations. CONSULTANT shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Services. CONSULTANT shall comply with all federal, state and local air pollution control laws and regulations applicable to CONSULTANT and the Services (as required by California Code of Regulations title 13, section 2022.1).

8. NONDISCRIMINATION: CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, national origin, or other class protected under California law. CONSULTANT shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted.

9. ENTIRE AGREEMENT AND MODIFICATION: The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Services. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Services, except those other documents (if any) that are expressly referenced in this Agreement. This

Agreement may be amended only by a subsequent written contract approved and signed by both parties.

10. PROFESSIONAL ABILITY OF CONSULTANT: CONSULTANT represents that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities, training, personnel, and other resources necessary to competently perform the Services contemplated by this Agreement. CONSULTANT further represents that it will follow the best current, generally accepted, and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project. SRWA has relied upon CONSULTANT's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Services performed by CONSULTANT shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in CONSULTANT's field.

11. OWNERSHIP OF DOCUMENTS: All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by CONSULTANT under this Agreement and provided to SRWA ("Work Product") shall be the property of SRWA, and SRWA shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to CONSULTANT or any other party. CONSULTANT may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that CONSULTANT shall not provide any Work Product to any third party without SRWA's prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, CONSULTANT may copyright the same, except that, as to any Work Product that is copyrighted by CONSULTANT, SRWA reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If SRWA reuses or modifies any Work Product for a use or purpose other than that intended by the scope of Services under this Agreement, then SRWA shall hold CONSULTANT harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to SRWA in paper format, upon request by SRWA at any time (including, but not limited to, at or after expiration or termination of this Agreement), CONSULTANT agrees to provide the Work Product to SRWA in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

12. INTEREST OF CONSULTANT: CONSULTANT warrants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. CONSULTANT warrants that, in performance of this Agreement, CONSULTANT shall not employ any person having any such financial interest. CONSULTANT agrees to file a FPPC Statement of Economic Interests Form 700 with SRWA at the start and end of this contract if so directed in writing by SRWA.

13. AMENDMENTS: It may become desirable or necessary during the execution of this Agreement, for SRWA or CONSULTANT to modify the scope of services provided for under this Agreement or to otherwise amend the Agreement. Any change in the Agreement requires a written amendment approved and signed by both parties. Any Agreement amendment by SRWA requires approval by its Board of Directors. Until an amendment is so approved and signed, SRWA will not be responsible to pay any charges CONSULTANT may incur in performing such additional services, and CONSULTANT shall not be required to perform any such additional services.

14. PARTIAL INVALIDITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

15. WAIVER: The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

16. CONSULTANT RECORDS AND AUDIT: CONSULTANT shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Services and invoice preparation and support for a minimum period of four years (or for any longer period required by law) from the date of final payment to CONSULTANT under this Agreement. SRWA may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement. In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

17. GOVERNING LAW: This Agreement shall be governed according to the laws of the State of California.

18. ASSIGNMENT: This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

19. NOTICE: Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

SRWA: Attn: Board Chairman 156 South Broadway, Suite 270 Turlock, CA 95380-5454	CONSULTANT: Granberg & Associates, Inc. 2324 Jonathon Ct. Escalon, CA 95320
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Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

20. AGENCY CONTRACT ADMINISTRATOR: The SRWA's contract administrator and contact person for this Agreement is:

Gary Soiseth, Board Chair
156 S. Broadway, Ste. 270
Turlock, CA 95380-5456
Telephone: (209) 668-5540

SRWA, a Joint Powers Authority

By: _____
Gary Soiseth, Board Chair

Date: _____

APPROVED AS TO FORM:

By: _____
Richard Shanahan, SRWA Attorney

ATTEST:

By: _____
Allison Martin, Board Secretary

GRANBERG & ASSOCIATES, INC.

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT A - Scope of Services



Job Description

General Manager

Stanislaus Regional Water Authority

The Stanislaus Regional Water Authority (SRWA) is a regional Joint Powers Authority formed to obtain, treat and deliver sustainable, reliable and high-quality water supplies for participating member customers and stakeholders.

POSITION-DISTINGUISHING CHARACTERISTICS:

The General Manager will have overall responsibility for the timely and cost-effective execution and management of actions associated with the Surface Water Supply Project (Project). The General Manager will be accountable for accomplishing and furthering SRWA goals and objectives within general policy guidelines; and, under administrative direction of the Board of Directors, will be granted considerable leeway to exercise independent judgment and initiative. The General Manager shall provide energetic leadership and have a track record of accomplishing similar projects in size and/or complexity.

SUPERVISION RECEIVED AND EXERCISED:

The General Manager reports to and receives direction from the SRWA Board of Directors. Responsibilities may include direct or indirect management, administrative oversight, or supervision of managerial, professional, technical, administrative or clerical personnel employed by or contracted to the SRWA, or City staff assigned to the SRWA.

ESSENTIAL DUTIES AND FUNCTIONS:

May include, but are not limited to, the following:

- Represent Board policies, programs and interests in Board meetings, with state and local government regulators, and in media and public relations interactions with SRWA member employees, community representatives, and the general public
- Perform a variety of highly complex administrative and managerial duties required to oversee and coordinate operations and special projects to ensure they are in concert with the policies and goals of the SRWA and SRWA Board of Directors
- Prepare monthly Board packets
- Formulate and implement policies, standards and procedures; ensure compliance with applicable laws and regulations
- Accomplish and submit special studies and reports to the Board of Directors with recommendations for policy decisions
- Keep informed and keep the Board informed of national, state or regional issues that may potentially impact SRWA
- Ensure formal and informal, internal and external communication is effective and avoids confusion
- Work with PM team to develop and administer SRWA operating and capital budgets and cash flows
- Present an annual budget for Board adoption; monitor expenditures to ensure the efficient and effective use of resources
- Research grant and supplemental funding source availability; prepare and administer grant applications and reimbursements
- Review budget requests and make recommendations on final expenditure levels
- Develop organizational, staffing or technology modifications necessary to optimize effectiveness and minimize costs
- Recommend changes to administrative practices to increase the efficiency and economy of SRWA operations and services
- Prepare, negotiate and administer contracts and agreements; oversee existing and future SRWA contracts with others
- Maintain positive working relationships and customer service principles in responding to complaints and information requests

KEY FY 17/18 ACTIVITIES & ENVISIONED ROLE OF GENERAL MANAGER:

- Stakeholder/community outreach
 - Meet with and provide project updates and/or presentations to City Councils, TID Board, public, and concerned citizens/community groups
- Execution of funding strategy
 - Attend meetings with elected officials and funding agencies to advocate for Project funding
- Outreach with SRF staff regarding Drinking Water low interest loan
 - Primary Project contact and advocacy for allocation of maximum funds to Project
- Coordination with Division of Drinking Water staff
 - Primary Project contact and negotiator regarding proposed Permit to Operate requirements
- TID Water Right Modifications
 - Support TID efforts, attend meetings with State Water Resources Control Board staff as SRWA representative
- Project procurement
 - Primary SRWA contact throughout procurement process, evaluator of proposing design build teams, contributor to terms of contract and project-specific requirements
- Updates to Project Partner Cost Sharing Allocations
 - Moderator for discussions regarding revised Project partner cost sharing allocations, as necessary
- Coordination with wholesale water contractors
 - Primary point of contact for outreach to, and negotiation with, potential wholesale water contractors interested in participating in the SRWA Project
- Environmental and non-environmental documentation and permitting
 - Project contact, negotiator, and advocate with permitting agencies, presentation at public meeting(s)
- Property acquisition
 - Sign approvals to acquire, sign letters of assurance, discussions with property owners, as needed
- SRWA Board Meetings
 - Agenda preparation and attendance at Board meetings, presentation of Project updates,
- Project oversight
 - Negotiate and provide oversight of consultant contracts, invoice review and approval, interface with SWRA secretary, legal counsel, and accountant, budget tracking against projected cash flow, work closely with Program Management Team

EXHIBIT B
Fees and Expense Reimbursement

SRWA shall pay to CONSULTANT a fee based on CONSULTANT's hourly rate of \$250.00 per hour and the actual time necessarily and actually expended on the Services. This rate applies to Robert Granberg, P.E., who will be primarily responsible for providing Services under this Agreement. Any other Consultant personnel assigned to the work (subject to prior approval by SRWA) will be billed at Consultant's standard billing rates for such personnel.

The hourly rate set forth above shall apply through the end of the Authority's 2018-19 fiscal year. The annual contract amount per fiscal year shall not to exceed \$300,000, without approval of the SRWA Board of Directors. The parties will renegotiate the rate prior to each subsequent fiscal year thereafter and may approve rate adjustments in accordance with the reasonable increased cost of living and business expenses. SRWA approval of an adjusted hourly rate requires action by the SRWA Board of Directors.

Consultant also may bill the Agency for, and Agency shall reimburse, the following types of necessary, actual and reasonable travel and business expenses incurred by Consultant in connection with the Services:

1. Travel time from Consultant's primary office location to meetings in Stanislaus and San Joaquin County's will not be included in the billed services.
2. Mileage reimbursement for use of a personal vehicle at the then current IRS rate, with itemized detail describing the SRWA business. Consultant's mileage reimbursement shall apply solely to travel while conducting SRWA business outside of Stanislaus and San Joaquin County.
3. Parking fees.
4. Lodging for travel over 120 miles one way from CONSULTANT's residence, subject to prior approval by SRWA.
5. Air travel, subject to prior approval by SRWA.
6. Meal costs (including reasonable tip) when meeting to conduct SRWA business.

Expenses under items 2-5 must be supported with a bill, receipt, or other appropriate documentation. Reimbursement also is subject to compliance with the SRWA expense reimbursement policy.



SRWA
 STANISLAUS REGIONAL
 WATER AUTHORITY

BEFORE THE BOARD OF THE STANISLAUS REGIONAL WATER AUTHORITY

**IN THE MATTER OF APPROPRIATING }
 \$40,000 TO ACCOUNT NUMBER }
 950-53-552.43060_021 "CONTRACT }
 SERVICES - GENERAL MANAGER" TO BE }
 FUNDED VIA EQUAL CONTRIBUTIONS FROM }
 THE CITIES OF CERES AND }
 TURLOCK AS SRWA PARTICIPAING AGENCIES }**

RESOLUTION NO. 2018-

WHEREAS, a Request for Proposals (RFP) was initiated to solicit the services of a regular General Manager and four applicants were interviewed by the Executive TAC; and

WHEREAS, the Executive TAC recommends the approval of Granberg & Associates, Inc., for General Manager services; and

WHEREAS, the fiscal year 2017-18 budget does not contain funding for this expenditure; therefore additional funds need to be appropriated for the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Stanislaus Regional Water Authority that it does hereby appropriate \$40,000 to account number 950-53-552.43060_021 "Contract Services - General Manager" to be funded via equal contributions from the Cities of Ceres and Turlock as SRWA participating agencies.

PASSED AND ADOPTED at a regular meeting of the Board of the Stanislaus Regional Water Authority this 3rd day of May, 2018, by the following vote:

- AYES:
- NOES:
- NOT PARTICIPATING:
- ABSENT:

ATTEST:

 Allison Martin, Board Secretary