



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

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

Special Board Meeting Agenda

December 14, 2017 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, Phaedra A. Norton
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. 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 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. 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 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:* Accepting minutes of Regular Meeting of October 26, 2017

B. *Motion:* Concurring with the recommendation of the Technical Advisory Committee (TAC) to proceed with the attached action plan from The Gualco Group, Inc. (Gualco) to provide continued Governmental Affairs and Public Relations Services and approving the Agreement for Special Services with Gualco for these services through December 2018, as set forth in Attachment A, in an amount not to exceed sixty-four thousand, three hundred and fifty and No/100ths Dollars (\$64,350.00) and terminating the agreement with Gualco dated August 11, 2016 effective November 30, 2017

Resolution: Appropriating \$64,350 to account number 950-53-552.43011 "Government Relations/Public Affairs" to be funded via contributions from SRWA participating agencies to properly account for the cost of the new contract with The Gualco Group, Inc.

Resolution: Appropriating \$19,000 to account number 950-53-552.43011 "Government Relations/Public Affairs" to be funded via contributions from SRWA participating agencies to properly account for the cost of the existing contract with The Gualco Group, Inc. for September 2017 to November 2017

6. PUBLIC HEARINGS: None

7. SCHEDULED MATTERS

A. Request to adopt the 2018 Stanislaus Regional Water Authority Board Meeting Schedule for 2018. (*Brinton*)

Recommended Action:

Motion: Adopting the 2018 Stanislaus Regional Water Authority Board Meeting Schedule for 2018.

B. Request to issue an RFP for General Manager Services. (*Smith*)

Recommended Action:

Motion: Concurring with the recommendation of the Executive Technical Advisory Committee (TAC) and TAC to proceed with the solicitation of a General Manager.

8. MATTERS TOO LATE FOR THE AGENDA

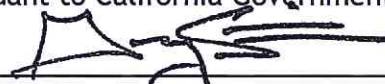
9. BOARD ITEMS FOR FUTURE CONSIDERATION

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: December 28, 2017 Regular meeting will be cancelled due to holiday

12. 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 for 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:

- Held Executive Technical Advisory Committee (TAC) and TAC meetings
- Completed September and October Program Management Status Reports
- Prepared October Program Management Status Report Executive Summary for TAC review
- Finalized and posted Project Definition Technical Memorandum
- Updated master schedule and prepared schedule summary tables
- Prepared Project cash flow and cost allocation tool spreadsheets
- Updated General Manager Request For Proposal
- Prepared Cost Addendum Technical Memorandum
- Submitted additional information/responses to CDFW in response to comments on the Streambed Alteration Agreement application
- Continued preparing Low Effect Habitat Conservation Plan for review by TAC and submitted to U.S. Fish and Wildlife Service
- Provided remaining portions of administrative draft EIR for TAC review
- TAC reviewed portions of administrative draft EIR (deadline 12/8/17)
- Received final Fox Grove access agreement from Stanislaus County
- Conducted Pre-bid meeting with potential contractors for Wet Well project on November 8
- Continued raw water quality sampling and testing
- Met with potential Design/Build contractors
- Worked on SRWA website refresh

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



DRAFT Minutes
Regular Board Meeting
October 26, 2017

1. A. **CALL TO ORDER:** Chair Soiseth called the meeting to order at 10:17 a.m.
PRESENT: Director Lane, Director DeHart, Vice Chair Vierra, Chair Soiseth
ABSENT: None
- B. **SALUTE TO THE FLAG**
2. **RECOGNITION, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS:** Chair Soiseth welcomed the Mayor's Youth Conference attendees to the meeting and introduced the Board members. Director Michael Cooke provided the youth with an overview of the Project.
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:
 - Prepared September Program Management Status Report Executive Summary for TAC review
 - TAC reviewed draft Project Definition Technical Memorandum
 - Updated master schedule and prepared schedule summary tables
 - Continued finalizing Clean Water Act Section 404 and 401 permit applications on infiltration gallery for submittal to U.S. Army Corps of Engineers and Central Valley Regional Water Quality Control Board
 - Continued preparing Low Effect Habitat Conservation Plan for review by TAC and submittal to U.S. Fish and Wildlife Service
 - Board approved IS/MND and MMRP on the Infiltration Gallery Testing Project
 - Filed Notice of Determination with Stanislaus County Clerk and State Clearinghouse
 - Developed additional information/responses to CDFW in response to their comments on the Streambed Alteration Agreement application
 - Provided portions of administrative draft EIR for TAC review
 - TAC reviewed cultural resources technical report
 - Coordinated with Stanislaus County regarding Fox Grove access agreement
 - Coordinated MMRP requirements with wet well contract documents
 - Completed 100% design of Wet Well drawings and specifications
 - Preparing to solicit construction contract bids for Wet Well
 - Prepared for survey flight of finished water pipeline alignments
 - Continued raw water quality sampling and testing
 - Met with Division of Financial Assistance staff to discuss SRF application
 - Prepared level-of-effort cost estimate for Phase 2 work (Horizon)
 - Finalized proposed Phase 2 scope and budget (West Yost)
 2. Julie Burke, Acting Finance Director, provided a summary of activity for the current fiscal year through October 17, 2017.

C. CONSULTANT UPDATES:

1. Gerry Nakano of West Yost Associates provided a project status update including the following:
 - Finalizing the Wet Well Project contract documents
 - Finalizing Phase 2 Program Management Services Scope of Work and Level of Effort
 - Reviewing ADEIR for the Project
 - Continuing forward on critical path items, such as performing aerial photos of both treated water transmission alignments
 - Governor signed SB 373 allowing SRF funding to be used for projects delivered under a Design-Build contracting method, which is how this Project will be contracted
 - Provided an overview of major Phase 1 accomplishments

D. PUBLIC PARTICIPATION: None

4. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS: None

5. CONSENT CALENDAR:

Action: Motion by Director Lane, second by Director DeHart, adopting the consent calendar and approve the minutes of the Regular Meeting of September 28, 2017. Motion carried by the following vote:

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

6. PUBLIC HEARINGS: None

7. SCHEDULED MATTERS:

- A. Lindsay Smith of West Yost presented the report requesting concurrence with the recommendation of the Technical Advisory Committee (TAC) and request to approve Amendment No. 5 to the Agreement for Special Services with West Yost for Phase 2 services.

Discussion: Smith described the Project drivers and benefits were to improve water quality, improve supply reliability with a diversified water portfolio, provide in-lieu aquifer recharge to support groundwater sustainability, increase operational flexibility, and provide environmental benefits to Tuolumne River aquatic species. Project components, funding opportunities, and project schedule were also reviewed. The scope outline, tasks through August 2019, was discussed. The proposed Project budget of \$5,667,453 includes sub-consultant expenses. A budget for separately contracted tasks was presented and amounts to \$805,048. Additional consultant expenditures will be incurred in Phase 2 for environmental and legal services and are estimated at \$852,960 and are not part of this request. Construction costs, SRWA board administrative costs, permitting costs and government relations and public affairs consultant services are also not included in this budget.

Vice Chair Vierra asked for clarification on the timeline and role of the design/builder.

Chair Soiseth opened public participation.

Michael Cooke, Director of Municipal Services, and Gerry Nakano, West Yost Associates, responded to questions from the audience as part of the Mayor’s Youth Conference. A youth participant asked about the Project’s impact on farming. Farmers are being asked for property easements, some land leases may be terminated, they will potentially benefit from additional water supplies, and the surrounding river habitat will be improved.

Milt Trieweiler asked about the Parks Bill and its impact on this Project. Chair Soiseth responded that language has been added to the bill which qualifies this Project and allows the SRWA to access \$30 million in funding. Trieweiler restated his desire for the Board to address the impact this Project will have on global climate change/warming. Lindsay Smith responded that this Project will focus on capturing additional water resources to build up ground water levels for use during future drought periods.

There being no further public response, Chair Soiseth closed public participation.

Action: Motion by Vice Chair Vierra, second by Director Lane, concurring with the recommendation of the Technical Advisory Committee (TAC) and approving Amendment No. 5 to the Agreement for Special Services with West Yost for Phase 2 services, as set forth in Attachment A, in an amount not to exceed Five Million Six Hundred Sixty-Seven Thousand Four Hundred Fifty-Three and No/100ths Dollars (\$5,667,453.00) which includes a ten percent (10%) contingency. Motion carried by the following vote:

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

Action: Resolution 2017-013 appropriating \$5,667,453.00 to account 950-53-552.43060_012 “Contract Services-Program Management Services” to be funded via contributions from SRWA participating agencies was introduced by Vice Chair Vierra, seconded by Director DeHart, and carried by the following vote:

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

B. Interim General Manager Michael Brinton presented the report appointing Allison Martin as the SRWA Board Secretary, effective November 1, 2017. Brinton thanked Ms. Foley for her service to the Board over the past year.

Discussion: None

Chair Soiseth opened public participation. There being no public response, Chair Soiseth closed public participation.

Action: Motion by Director DeHart, second by Director Lane, appointing Allison Martin as the SRWA Board Secretary, effective November 1, 2017. Motion carried by the following vote:

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

- 8. **MATTERS TOO LATE FOR THE AGENDA:** None
- 9. **BOARD ITEMS FOR FUTURE CONSIDERATION:** None
- 10. **BOARD COMMENTS:**
- 11. **NEXT MEETING DATE:** November 23, 2017 - Regular Meeting will be cancelled.
- 12. **CLOSED SESSION:** None
- 13. **ADJOURNMENT:** Motion by Director Lane, second by Director DeHart, to adjourn at 11:13 a.m. Motion carried 4/0.

Respectfully submitted,

DRAFT

Tish Foley, Board Secretary



From: Michael Brinton, Interim General Manager and Technical Advisory Committee

Prepared by: Program Management Team

1. ACTION RECOMMENDED:

Motion: Concurring with the recommendation of the Technical Advisory Committee (TAC) to proceed with the attached action plan from The Gualco Group, Inc. (Gualco) to provide continued Governmental Affairs and Public Relations Services and approving the Agreement for Special Services with Gualco for these services through December 2018, as set forth in Attachment A, in an amount not to exceed sixty-four thousand, three hundred and fifty and No/100ths Dollars (\$64,350.00) and terminating the agreement with Gualco dated August 11, 2016 effective November 30, 2017

Resolution: Appropriating \$64,350 to account number 950-53-552.43011 "Government Relations/Public Affairs" to be funded via contributions from SRWA participating agencies to properly account for the cost of the new contract with The Gualco Group, Inc.

Resolution: Appropriating \$19,000 to account number 950-53-552.43011 "Government Relations/Public Affairs" to be funded via contributions from SRWA participating agencies to properly account for the cost of the existing contract with The Gualco Group, Inc. for September 2017 to November 2017

2. DISCUSSION OF ISSUE:

SRWA had a contract with Gualco for Governmental Affairs and Public Relations Services from August 2016 through August 2017 and the contract was temporarily extended by the Interim General Manager until this requested Board action. During that time, Gualco successfully identified and created funding opportunities for the SRWA Surface Water Supply Project (Project) and kept SRWA Board and staff apprised of legislative bills and regulations that may impact the Project. This previous contract allowed for all work to be done on a time-and-materials basis with a not-to-exceed amount.

The proposed contract is for a flat monthly fee for on-going legislative and regulatory tracking and updates, in accordance with the proposed action plan shown in Attachment A. These services are proposed for a thirteen-month period from December 2017 through December 2018 with an option to extend this contract for up to three additional one-year terms with the same terms and conditions. On each contract anniversary date

Gualco may propose an increase to the monthly fee, capped by publicly available consumer price indices, for SRWA's consideration.

The TAC and Executive TAC have reviewed Gualco's proposed action plan and associated monthly budget and recommend that the Board proceed with contract approval.

3. FISCAL IMPACT / BUDGET AMENDMENT:

Gualco's services will cost four thousand five hundred dollars (\$4,500) per month plus usual and ordinary expenses (estimated at up to 10 percent of the total expenses) for the period December 2017 through December 2018 (total of 13 months). The total amount is not expected to exceed \$64,350. This contract extension was not included in the fiscal year 2017-18 budget previously approved by the Board, so at this time Staff is requesting Board approval of a budget adjustment to account number 950-53-552.43011 "Government Relations/Public Affairs" in the amount of \$64,350.

In addition, Staff is requesting the appropriation of \$19,000 to account number 950-53-552.43011 "Government Relations/Public Affairs" to properly account for the estimated costs of the existing contract from September 2017 to November 2017 (the extension period of the original contract).

4. INTERIM GENERAL MANAGER'S COMMENTS:

Supports moving forward with Gualco's proposed action plan and approval of the contract.

5. ENVIRONMENTAL DETERMINATION:

N/A

6. ALTERNATIVES:

The Board may reject the proposed action plan and contract, propose an alternative action plan and budget, or request that the TAC further evaluate the action plan and budget and bring this item back to the Board for future consideration. This action would cause a delay in payment to Gualco and a gap in Gualco's services.



**AGREEMENT FOR SPECIAL SERVICES
between
STANISLAUS REGIONAL WATER AUTHORITY
and
THE GUALCO GROUP, INC.
for
GOVERNMENT RELATIONS/PUBLIC AFFAIRS CONSULTING**

THIS AGREEMENT is made this 1st day of December, 2017, by and between the **STANISLAUS REGIONAL WATER AUTHORITY**, a Joint Powers Authority of the State of California hereinafter referred to as "SRWA" and **THE GUALCO GROUP, INC.**, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, SRWA has a need for Government Relations and Public Affairs Consulting; and

WHEREAS, CONSULTANT has represented itself as duly trained, qualified, and experienced to provide such special service, hereinafter referred to as "Services."

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF WORK: CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications attached hereto as Exhibit A. CONSULTANT shall provide Services that are acceptable to SRWA.

2. PERSONNEL AND EQUIPMENT: CONSULTANT shall provide all personnel needed to accomplish the Services hereunder. CONSULTANT shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as CONSULTANT shall reasonably require to accomplish said Services.

3. SAFETY REQUIREMENT: All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.

4. COMPENSATION: SRWA agrees to pay CONSULTANT in accordance with Exhibit B as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONSULTANT of all of its duties and obligations under this Agreement. The monthly compensation shall be four thousand and five hundred dollars (\$4,500) plus usual and ordinary expenses. However, in no event shall the sum of this Agreement exceed sixty-four thousand, three hundred and fifty and No/100^{ths} Dollars (\$64,350.00) CONSULTANT agrees that compensation shall be paid 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 charge therefor.

(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 thirty (30) days from SRWA's receipt of invoice.

(2) SRWA shall normally pay by voucher or check within ten (10) working days after each meeting at which payments can be authorized, provided that SRWA receives the invoice at least five (5) working days prior to SRWA's meeting date.

(3) If SRWA disputes any items 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 fifteen (15) working days after receipt of invoice by SRWA. SRWA shall assign a sequential reference number to each deletion.

(4) If dispute is settled, payment shall be by voucher or check payable to and mailed to CONSULTANT within five (5) working days of dispute settlement.

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

5. TERM OF AGREEMENT: This Agreement shall become effective December 1, 2017 and end December 31, 2018 subject to SRWA's availability of funds.

6. EXTENSION OF AGREEMENT: SRWA may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon providing written notice to CONSULTANT thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONSULTANT will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in CONSULTANT's published prices, whichever is lower. In all cases, SRWA may cancel the contract if a requested price increase is not acceptable.

7. 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 may constitute a material breach of contract.

(a) Minimum Scope of Insurance: When applicable, 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 Stanislaus Regional Water Authority.

(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: \$1,000,000 per accident for bodily injury or disease.

(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 (3) 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 thirty (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.

(h) Subcontractors: CONSULTANT shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance coverage for subcontractors shall be subject to all of the requirements stated herein.

8. INDEMNIFICATION: CONSULTANT shall indemnify, defend, and hold harmless SRWA and its elective and appointive boards, 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.

9. 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 independent contractors and not as agents, officers, or employees of SRWA. CONSULTANT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of SRWA. CONSULTANT has no authority or responsibility to exercise any rights or power vested in the SRWA. No agent, officer, or employee of the SRWA is to be considered an employee of CONSULTANT. 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 or a joint venture.

CONSULTANT, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of SRWA.

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 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.

If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONSULTANT.

It is understood and agreed that as an independent contractor and not an employee of SRWA neither the CONSULTANT or CONSULTANT'S assigned personnel shall have any entitlement as a SRWA employee, right to act on behalf of the SRWA in any capacity whatsoever as an agent, or to bind the SRWA to any obligation whatsoever.

It is further understood and agreed that CONSULTANT must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONSULTANT'S personnel.

As an independent contractor, CONSULTANT hereby indemnifies and holds 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.

10. VOLUNTARY TERMINATION: SRWA may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to CONSULTANT.

11. TERMINATION OF STATED EVENT:

(a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of CONSULTANT, (2) legal dissolution of CONSULTANT, or (3) death of key principal(s) of CONSULTANT.

(b) Termination by SRWA for Default of CONSULTANT. Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, at its option SRWA may terminate this Agreement by giving written notification to CONSULTANT. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of SRWA's property by CONSULTANT, dishonesty or theft.

(c) Termination by CONSULTANT for Default of SRWA. Should SRWA default in the performance of this Agreement or materially breach any of its provisions, at its option CONSULTANT may terminate this Agreement by giving written notice to SRWA. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONSULTANT, willful destruction of CONSULTANT's property by SRWA, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should SRWA fail to pay CONSULTANT all or any part of the payments set forth in this Agreement on the date due, at its option CONSULTANT may terminate this Agreement if the failure is not remedied within thirty (30) days after CONSULTANT notifies SRWA in writing of such failure to pay. The termination date shall be the effective date of the notice.

(e) Termination by SRWA for Change of CONSULTANT'S Tax Status. If SRWA determines that CONSULTANT does not meet the requirements of federal and state tax laws for independent contractor status, SRWA may terminate this Agreement by giving written notice to CONSULTANT. The termination date shall be the effective date of the notice.

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, CONSULTANT shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. 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 project. 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.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, SRWA will pay CONSULTANT an amount based on the percentage of work completed on the termination date, this percentage shall be determined by SRWA in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by SRWA for Default of CONSULTANT, CONSULTANT understands and agrees that SRWA may, in SRWA's sole discretion, refuse to pay CONSULTANT for that portion of CONSULTANT'S services which were performed by CONSULTANT on the project prior to the termination date and which remain unacceptable and/or not useful to SRWA as of the termination date.

12. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used by CONSULTANT in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.

13. NONDISCRIMINATION: In connection with the execution of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. CONSULTANT shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. 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. Further, CONSULTANT shall comply with the provisions of Section 1735 of the California Labor Code.

14. TIME: Time is of the essence in this Agreement.

15. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this Agreement, CONSULTANT relies solely upon the provisions contained in this Agreement and no others.

16. OBLIGATIONS OF CONSULTANT: Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the SRWA with 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.

17. OWNERSHIP OF DOCUMENTS: All reports, data, drawings, plans, designs, specifications, graphics, calculations, working papers, models, flow diagrams, visual aids, and other incidental work or materials furnished hereunder shall become and remain the property of the SRWA, and may be used by SRWA as it may require without any additional cost to SRWA. No reports shall be used by the CONSULTANT for purposes other than this contract without the

express prior written consent of SRWA.

18. NEWS AND INFORMATION RELEASE: CONSULTANT agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from SRWA through the Board Chair.

19. INTEREST OF CONSULTANT: CONSULTANT warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT warrants that, in performance of this Agreement, CONSULTANT shall not employ any person having any such interest. CONSULTANT agrees to file a Statement of Economic Interests with the Board Secretary at the start and end of this contract if so required at the option of SRWA.

20. AMENDMENTS: Both parties to this Agreement understand that 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. Any material extension or change in the scope of work shall be discussed with SRWA and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, 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.

21. PATENT/COPYRIGHT MATERIALS: Unless otherwise expressly provided in the contract, CONSULTANT shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT shall furnish a warranty of such right to use to SRWA at the request of SRWA.

22. CERTIFIED PAYROLL REQUIREMENT: For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of the California Labor Code including, but not limited to, Section 1776 regarding payroll records, and shall require its subconsultants and subcontractors to comply with that section as may be required by law.

23. 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 without being impaired or invalidated in any way.

24. 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.

25. AUDIT: SRWA's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify CONSULTANT'S charges to SRWA under this Agreement.

CONSULTANT agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONSULTANT services. SRWA's representative shall have the right to reproduce any of the aforesaid documents.

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

27. HEADINGS NOT CONTROLLING: Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

28. COMPLIANCE WITH LAWS: CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws including, but not limited to, prevailing wage laws, if applicable. CONSULTANT shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

29. BUSINESS LICENSE: CONSULTANT will have a City of Turlock business license.

30. ASSIGNMENT: This Agreement is binding upon SRWA and CONSULTANT and their successors. Except as otherwise provided herein, neither SRWA nor CONSULTANT shall assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

31. RECORD INSPECTION AND AUDIT: CONSULTANT shall maintain adequate records to permit inspection and audit of CONSULTANT's time and material charges under this Agreement. CONSULTANT shall make such records available to SRWA during normal business hours upon reasonable notice. Such records shall be turned over to SRWA upon request.

32. EXCLUSIVE USE: Services provided within the scope of this Agreement are for the exclusive use of SRWA and CONSULTANT agrees that, until final approval by SRWA, all data, plans, specifications, reports, and other documents will not be released to third parties by CONSULTANT without the prior written consent of SRWA.

33. EMPLOYMENT OF SRWA OFFICIAL OR EMPLOYEE: CONSULTANT shall employ no SRWA official or employee in the work performed pursuant to this Agreement. No officer or employee of SRWA shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 *et seq.*; nor shall SRWA violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 *et seq.*

34. NOTICE: Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

**for CONSULTANT: THE GUALCO GROUP, INC.
ATTN: Jackson R. Gualco, President
500 Capitol Mall, Suite 2600
Sacramento, CA 95814
PHONE: (916) 441-1392
FAX: (916) 446-6003**

**for SRWA: STANISLAUS REGIONAL WATER AUTHORITY
ATTN: Michael Brinton, Interim General Manager
156 S. Broadway, Suite 270
Turlock, CA 95380
PHONE: (209) 538-5758**

35. PERFORMANCE BY KEY EMPLOYEE: CONSULTANT has represented to SRWA that Jackson R. Gualco will be the person primarily responsible for the performance of the services referred to in this Agreement. SRWA has entered into this Agreement in reliance on that representation by CONSULTANT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective officers thereunto duly authorized.

STANISLAUS REGIONAL
WATER AUTHORITY,
a joint powers authority

CONSULTANT,
a California Corporation

By _____
Gary Soiseth, Chair

By _____
Jackson R. Gualco, President

Date _____

Date _____

APPROVED AS TO FORM:

By _____
Phaedra A. Norton, General Counsel

Date _____

ATTEST:

By _____
Allison Martin, Board Secretary

Date _____



MEMO

TO: SWRA Working Group

FROM: Jackson R. Gualco, Kendra Daijogo & Robert J. Gore

DATE: October 3, 2017 (As Amended on 10/31/17)

RE: Treatment Plant Funding Plan

With SB 373 enacted into law, our efforts will now focus primarily on obtaining State funding from a variety of sources that we have already jointly identified and discussed plus the \$30 million that will become available should SB 5 be signed by the governor and be approved by the voters in June 2018. We will, of course, monitor legislative and regulatory activity to ensure that no policy or fiscal hurdles are erected that could prove disadvantageous to your quest for State funding.

Funding Strategy

- Continue to schedule and hold timely follow-up meetings, as needed, to assist in the development of final, formal funding applications with the following entities:
 1. SWRCB Members, Executive Office and Division of Financial Assistance
 2. DWR executive and appropriate program managers; CA Water Commission
 3. DFW HQ and region; Wildlife Conservation Board (habitat & species benefits)
 4. I-Bank
 5. CDFG (irrigation water benefits)
- Secure support from legislative delegation for applications as they are submitted
- Support executing environmental permits
- Support executing a Water Right modification with the State Water Board
- SB 5

Public Education

- We recommend that the public be made aware of the effort undertaken by Sen. Cannella and the legislative delegation to enact SB 373 and the cost-savings that will accordingly accrue.
- We recommend that Asm. Heath Flora be acknowledged for his successful work with the governor to achieve the \$30 million in SB 5. The public should likewise be made aware of the benefits of SB 5 for the region, to the extent allowed by law.
- Consider outreach and alliances with wildlife conservation groups, as appropriate.



BEFORE THE BOARD OF THE STANISLAUS REGIONAL WATER AUTHORITY

**IN THE MATTER OF APPROPRIATING
\$64,350 TO ACCOUNT NUMBER
950-53-552.43011 "GOVERNMENT
RELATIONS/PUBLIC AFFAIRS" TO BE
FUNDED VIA CONTRIBUTIONS FROM SRWA
PARTICIPATING AGENCIES TO PROPERLY
ACCOUNT FOR THE COST OF THE NEW
CONTRACT WITH THE GUALCO GROUP,
INC.**

}
}
}
}
}
}
}
}
}
}

RESOLUTION NO. 2017-XXX

WHEREAS, on August 11, 2016, the SRWA Board entered in to an agreement with The Gualco Group, Inc. to provide professional services related to governmental relations and advocacy to safeguard and advance SRWA’s water infrastructure funding; and

WHEREAS, the terms of the agreement became effective August 11, 2016, and ended on August 10, 2017, with an election to extend the agreement for three (3) additional one-year terms; and

WHEREAS, the SRWA Interim General Manager submitted a written election to extend the agreement through August 10, 2018; and

WHEREAS, by separate action the Board has approved a thirteen-month contract extension from December 2017 through December 2018 for professional services with The Gualco Group, Inc. at a monthly cost of \$4,500/month plus usual and ordinary expenses (estimated at up to 10 percent of the total expenses).

NOW, THEREFORE, BE IT RESOLVED by the Board of the Stanislaus Regional Water Authority that it does hereby appropriate \$64,350 to account number 950-53-552.43011 “Government Relations/Public Affairs” to be funded via contributions from SRWA participating agencies to properly account for the cost of the new contract with The Gualco Group, Inc.

PASSED AND ADOPTED at a special meeting of the Board of the Stanislaus Regional Water Authority this 14th day of December 2017, by the following vote:

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

ATTEST:

Allison Martin, Board Secretary



BEFORE THE BOARD OF THE STANISLAUS REGIONAL WATER AUTHORITY

**IN THE MATTER OF APPROPRIATING
\$19,000 TO ACCOUNT NUMBER
950-53-552.43011 "GOVERNMENT
RELATIONS/PUBLIC AFFAIRS" TO BE
FUNDED VIA CONTRIBUTIONS FROM SRWA
PARTICIPATING AGENCIES TO PROPERLY
ACCOUNT FOR THE COST OF THE
EXISTING CONTRACT WITH THE GUALCO
GROUP, INC. FOR SEPTEMBER 2017 TO
NOVEMBER 2017**

RESOLUTION NO. 2017-XXX

WHEREAS, on August 11, 2016 the SRWA Board entered in to an agreement with The Gualco Group, Inc. (Gualco) to provide professional services related to governmental relations and advocacy to safeguard and advance SRWA's water infrastructure funding; and

WHEREAS, the terms of the agreement became effective August 11, 2016 and ended on August 10, 2017 with an election to extend the agreement for three (3) additional one-year terms; and

WHEREAS, the SRWA Interim General Manager executed a written election to extend the agreement through August 10, 2018 based on the terms of the original agreement at a cost of \$6,000/month plus usual and ordinary expenses; and

WHEREAS, by separate Board action, a new agreement with Gualco is being entered into effective December 2017 and a separate budget appropriation is being requested for the new agreement; and

WHEREAS, an additional budget appropriation for the months of September - November 2017 based on the terms of the extension is required to provide for the proper accounting of the extension period.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Stanislaus Regional Water Authority that it does hereby appropriate \$19,000 to account number 950-53-552.43011 "Government Relations/Public Affairs" to be funded via contributions from SRWA participating agencies to properly account for the cost of the existing contract with The Gualco Group, Inc. for September 2017 to November 2017.

PASSED AND ADOPTED at a special meeting of the Board of the Stanislaus Regional Water Authority this 14th day of December 2017, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Allison Martin, Board Secretary



From: Michael Brinton, Interim General Manager

Prepared by: Allison Martin, Board Secretary

1. ACTION RECOMMENDED:

Motion: Adopting the 2018 Stanislaus Regional Water Authority Board Meeting Schedule for 2018

2. DISCUSSION OF ISSUE:

Staff is recommending the adoption of the Stanislaus Regional Water Authority Board (Board) regular meeting schedule. The Board will meet once a month on the fourth Thursday, with special Board meetings called as needed.

Although the Board does not regulate the meetings of the TAC or the Executive Technical Advisory Committee, staff and the West Yost Associates have planned their meeting schedules to align with the proposed monthly Board meetings. Specifically, TAC meets on the first Thursday of every month. The Executive Technical Advisory Committee meets on the Tuesday, one week prior to the Regular Board meeting.

The Board Secretary has developed the proposed meeting schedule for the SRWA 2018 Regular Board Meetings pursuant to the Bylaws. The proposed meeting schedule is attached.

3. FISCAL IMPACT / BUDGET AMENDMENT:

N/A

4. INTERIM GENERAL MANAGER'S COMMENTS:

Recommend approval.

5. ENVIRONMENTAL DETERMINATION:

N/A

6. ALTERNATIVES:

The Board Chair may call for a Special Board Meeting for any time and at any place by following legal requirements for notice.



**STANISLAUS REGIONAL WATER AUTHORITY
REGULAR BOARD MEETING SCHEDULE**

All Regular Meetings will convene at 10:00 a.m. at Turlock City Hall, 156 South Broadway, Second Floor, Yosemite Community Room, Turlock, California, unless otherwise posted. The Brown Act establishes the deadlines for posting meeting agendas. Regular Meeting agendas must be posted at least 72 hours in advance of the meeting. Special Meeting agendas must be posted at least 24 hours in advance of the meeting.

BOARD MEETING DATE	AGENDA POSTING DEADLINE <i>(72 hours prior)</i>	PRELIMINARY REVIEW: CONTRACTS & STAFF REPORTS DUE TO GENERAL COUNSEL <i>(2 weeks prior)</i>	REVIEWED & APPROVED REPORTS DUE TO BOARD SECRETARY <i>(1 week prior)</i>
<i>January 25, 2018</i>	January 22	January 11	January 18
<i>February 22, 2018</i>	February 19	February 8	February 15
<i>March 22, 2018</i>	March 19	March 8	March 15
<i>April 26, 2018</i>	April 23	April 12	April 19
<i>May 24, 2018</i>	May 21	May 10	May 17
<i>June 28, 2018</i>	June 25	June 14	June 21
<i>July 26, 2018</i>	July 23	July 12	July 19
<i>August 23, 2018</i>	August 20	August 9	August 16
<i>September 27, 2018</i>	September 24	September 13	September 20
<i>October 25, 2018</i>	October 22	October 11	October 18
<i>November 22, 2018</i>	<i>Holiday</i>		
<i>December 27, 2018</i>	December 24	December 13	December 20



From: Technical Advisory Committee

Prepared by: Monique Day, West Yost Associates

1. ACTION RECOMMENDED:

Motion: Concurring with the recommendation of the Executive Technical Advisory Committee (TAC) and TAC to proceed with the solicitation of a General Manager

2. DISCUSSION OF ISSUE:

A solicitation for a General Manager for the SRWA was previously issued in June and interviews of select candidates were conducted in August. However, at the September 28, 2017 Board meeting, the Board of Directors decided to delay selecting and hiring a General Manager. The Executive TAC and TAC now believe it is a preferable time to solicit General Manager candidates. A request for qualifications (RFQ) for design-bid (DB) contractors is expected to be issued in summer 2018 and it is the goal of the Executive TAC and TAC to have a General Manager hired prior to initiating the procurement process.

The General Manager will have overall responsibility for the timely and cost-effective execution and management of actions associated with the 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. The Board previously emphasized the importance of having a General Manager that will provide energetic leadership and has a track record of accomplishing similar projects in size and/or complexity. Additional details about the General Manager desired characteristics, terms and conditions are included in the attached RFP and General Manager Job Description.

3. FISCAL IMPACT / BUDGET AMENDMENT:

There will be minor costs associated with recruiting a General Manager including West Yost's time to attend candidate interviews and conduct reference checks on top-ranking candidates. The existing West Yost Program Management contract includes sufficient budget for this task.

The annual cost of hiring a General Manager is anticipated to be between about \$150,000 and \$400,000, depending on the actual number of hours worked and the negotiated hourly rate. The current Project cost estimate anticipates the hiring of an outside General Manager, however, the cost of an outside General Manager is not included in SRWA's FY 17-18 budget, therefore, the budget would likely need to be

amended to support the hiring of a General Manager. A request to amend the FY 17/18 budget, if needed, will be presented to the Board after a General Manager candidate has been selected and negotiations have commenced.

4. INTERIM GENERAL MANAGER'S COMMENTS:

N/A

5. ENVIRONMENTAL DETERMINATION:

N/A

6. ALTERNATIVES:

The Board may reject concurring with the Executive TAC and TAC's recommendation to recruit a General Manager at this time. If this occurs, the hiring of a General Manager will be further delayed until desired by the Board. Although the recruitment and hiring of a General Manager is recommended at this time, it is not critical to the Project schedule.



December 7, 2017

REQUEST FOR PROPOSALS
for
GENERAL MANAGER SERVICES

The Stanislaus Regional Water Authority (SRWA) seeks an experienced leader and facilitator for SRWA administration and program and project management for its Surface Water Supply Project (Project).

SRWA was formed in September 2011 after more than a decade of comprehensive, independent and joint planning and analyses for meeting future regional water supply needs. The SRWA is a Joint Powers Authority comprised of the cities of Ceres and Turlock. The Project is being completed in partnership with Turlock Irrigation District (TID).

SRWA plans to implement an environmentally and economically superior solution to growing regional problems with deteriorating groundwater quality, quantity and supply infrastructure, and increasing drinking water regulatory standards. To address these concerns, the Project will supplement, and largely replace the region's reliance on, groundwater supplies with higher-quality surface water from the nearby Tuolumne River. The primary Project goals are to develop a safe, dependable, economical and long-term municipal and industrial water supply system. Secondary Project goals include: eliminating most of the low system pressure problems currently experienced during peak water demand periods, avoiding further over-drafting of the region's groundwater supply, improving delivered water quality, and creating operational flexibility.

The Project includes the following facilities: a wet well to extract supply from the Tuolumne River (an infiltration gallery already exists at this site), a raw water pump station, a raw water pipeline connecting the river intake to a new regional water treatment plant (WTP), a WTP, and separate finished water pipelines delivering treated water to the partner cities. TID will own, and SRWA will operate, the raw water facilities while SRWA will own and operate the new WTP and finished water pipelines. SRWA will be the contracting entity for the design and construction of all regional Project facilities as well as the applicant and recipient of any grants and loans related to the Project.

The CEQA process for the wet well facilities was completed in September 2017 and a separate CEQA process for the remaining portions of the Project is underway and scheduled for completion in May 2018. Bids have been solicited for the wet well facilities using traditional design-bid-build procurement. Construction of the wet well is currently scheduled to break ground in the summer of 2018. The regional components of the Project, aside from the wet well facilities, will be implemented using the Design-Build (DB) procurement method. The DB procurement process will begin in the summer of 2018, and a contract is expected to be awarded in mid-2019. Completion of construction and commencement of operations is expected for September 2022. SRWA anticipates operating the Project facilities, as opposed to utilizing a private operations firm.

The total estimated cost for all Project components (wet well, raw and treated water pipelines, WTP, and local facility costs) is in excess of \$200 million. SRWA is highly interested in opportunities for minimizing life-cycle costs (and ratepayer impacts) of capital, operations, and maintenance for all facilities, particularly the new water treatment plant. The SRWA will seek favorable borrowing through state and/or federal loans



December 7, 2017

and grants. The Project is identified as a top priority in the 2013 East Stanislaus Region Integrated Regional Water Management Plan.

PROPOSALS SUBJECT TO THESE TERMS AND CONDITIONS:

1. General Manager as Independent Contractor. In the performance and provision of the duties and services provided pursuant to this contract, the General Manager will act and perform as an Independent Contractor. SRWA contemplates retaining a General Manager (an individual) through an organization, agency, corporation, firm or company (the Independent Contractor). SRWA will contract directly with the Independent Contractor for the General Manager to perform and provide duties and services as specified. The Independent Contractor arrangement must satisfy the IRS, FTB and EDD tests for determining the worker (the General Manager) is working for an Independent Contractor and is not an SRWA employee. The General Manager shall be strictly accountable to the SRWA Board of Directors to ensure all services and duties performed pursuant to the contract are efficiently and effectively completed.

The SRWA is most interested in finding the best person for the General Manager position. The SRWA will be flexible in determining the appropriate Independent Contractor arrangement. If a prospective General Manager is already employed with an Independent Contractor, then the Independent Contractor may submit a proposal for services to be provided by that individual. If a prospective General Manager is not employed with an Independent Contractor, then the individual may respond to this Request for Proposals (RFP) by either: (a) making arrangements with an Independent Contractor (e.g., engineering firm, consulting firm) and the Independent Contractor may submit a proposal for services to be provided by that individual; such a proposal may be structured to provide that the Independent Contractor would not employ the General Manager until after the Independent Contractor had entered into a General Manager services agreement with the SRWA; or (b) submitting a proposal for services directly to the SRWA with the explanation that, if the proposal is tentatively selected, then the General Manager candidate and SRWA would coordinate on finding and negotiating with an appropriate Independent Contractor to concurrently employ the General Manager candidate and contract with the SRWA. Qualified individuals interested in serving as General Manager, but who lack a relationship with an Independent Contractor, are encouraged to submit a proposal. If such an individual is the best candidate, the SRWA will work with the individual to put together a suitable Independent Contractor arrangement.

2. Scope of Work. The General Manager shall perform scope of work duties and services identified in the attached job description.

3. Fees for Services and Duties. The SRWA will compensate the Independent Contractor upon receipt of monthly invoices for the performance and provision of the required services and duties pursuant to the contract.

4. Termination. The contract may be terminated by either party for any reason after 30 days' written notice.

5. No Benefits. The Independent Contractor and General Manager will not be entitled to or eligible for any fringe benefits through the SRWA including, but not limited to, retirement or health insurance. The SRWA will not withhold for any applicable Federal, State or local taxes, including FICA, will not make any unemployment compensation fund payments, and will not maintain worker's compensation insurance for or on behalf of the Independent Contractor or General Manager. The SRWA would consider paying conference attendance and membership in appropriate associations (subject to prior approval by SRWA).

6. Travel. The following SRWA expenses can be reimbursed for necessary travel:

- Mileage at Federal rate with itemized detail for SRWA business, including parking fees with receipt



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- Lodging for travel over 120 miles one way from home (subject to prior approval by SRWA)
- Air Travel (subject to prior approval by SRWA)
- Meal costs when meeting to conduct SRWA business (consistent with SRWA expense reimbursement policy), including tips. Itemized receipt is necessary for reimbursement.

7. Insurance. The Independent Contractor shall maintain the following insurance types and amounts:

Type	Limits	Scope
Commercial general liability	\$1,000,000 per occurrence & \$2,000,000 aggregate	at least as broad as ISO CG 0001
Automobile liability	\$1,000,000 per accident	at least as broad as ISO CA 0001, code 1 (any auto)
Workers' compensation	Statutory limits	
Employers' liability	\$1,000,000 per accident	
Errors and Omissions	\$1,000,000 per claim	

QUALIFICATIONS

Ideal General Manager respondents will provide energetic leadership, have a track record of accomplishing similar projects in size and/or complexity, and possess qualifications as described in the attached General Manager Job Description.

SCOPE OF WORK FOR INDEPENDENT CONTRACTOR (GENERAL MANAGER)

The General Manager will have overall responsibility for the timely and cost-effective execution and management of actions associated with the Project. The General Manager shall report directly to the SRWA Board of Directors. Further description of the General Manager position, supervision to be received and exercised as the General Manager, and expected duties and function of the General Manager are provided in the attached General Manager Job Description.

HOURS AND COMPENSATION

This is a part-time, independent contract service based on an initial anticipated 15 to 30 hrs per week without benefits - with the potential, as the Project moves forward, for requiring full-time service at the SRWA's discretion. Compensation may be salary or hourly or a combination of both and will be negotiated, taking into consideration respondent's proposal, qualifications and experience.

RESPONSES

Required components of the response to the RFP (preferably one single PDF file containing the following):

- Cover letter with salary expectations
- Resume for General Manager applicant
- Documentation highlighting experiences similar to SRWA's Project, including references and dates of completion for these referenced projects
- Letters of recommendation, particularly from individuals involved in the above referenced similar projects
- List of concerns with the terms and conditions included in this RFP, if any
- Sample of work:



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- Single page letter from you, as the SRWA General Manager, to impacted ratepayers explaining the Project and its implications for them
- Any other information respondents deem relevant
- Description of the proposed rates, fees, costs and charges, including an explanation of what services will be provided on an hourly rate, flat rate, fixed retainer or other basis. Explain what costs would be charged to the SRWA and the policy for billing fees and costs relating to travel.

TIMELINE

Regular contracted work planned to begin April 1, 2018.

SUBMITTAL PROCESS

The SRWA will accept proposals for General Manager services personally, or via mail or email delivered or postmarked by **4:00 p.m., Thursday, January 25, 2018**. Mailed or delivered proposals should be sent to:

**Stanislaus Regional Water Authority Technical Advisory Committee
c/o Toby Wells
City of Ceres
2720 Second Street
Ceres, CA 95307**

E-mail responses or questions should be sent to Toby Wells at toby.wells@ci.ceres.ca.us. Any responses to questions will be posted on the SRWA website prior to 4:00 pm January 18, 2018.

EVALUATION AND SELECTION CRITERIA AND PROCESS

The SRWA review and evaluation of proposals will include the following selection criteria: demonstrated positive experience performing the requested services; experience with the construction and operation of large municipal projects (preferably water and wastewater projects); experience working cooperatively as part of a team with staff and engineers through all phases of large public works projects; capability to perform the services, including demonstrated qualifications and available time to competently and timely perform the work; reputation in the community; quality of references; location of nearest office that would service the work; familiarity and experience with alternative delivery procurement methods (such as DB); and, proposal price and fees.

The SRWA will schedule in-person interviews with a select group of candidates. It is anticipated that interviews will be held the week of February 5, 2018. Please note in your submittal if you are unable to attend an interview during this time and provide alternate dates when you are available.

Proposals will be reviewed and considered by the SRWA Board of Directors, based on a recommendation from the SRWA Executive Technical Advisory Committee (comprised of the SRWA Chair and Vice-Chair, City of Ceres City Manager, and City of Turlock Municipal Services Director).

GENERAL CONDITIONS AND REQUIREMENTS

(a) The SRWA reserves the right to conduct contract negotiations with any General Manager/ Independent Contractor (whether or not a proposal is submitted), to verify the information in any proposal, to waive any informality in the process, to alter the selection process in any way, to request additional information or clarifications, to allow corrections of errors or omissions, to revise the scope of services and work, to extend the deadline for submission, to withdraw this RFP at any time without prior notice, to reject



December 7, 2017

any and all proposals, and/or to decide whether or not to contract with any General Manager/ Independent Contractor.

(b) The SRWA makes no representation that any contract will be awarded to any General Manager/ Independent Contractor responding to this request. Nothing in this RFP shall be construed to obligate the SRWA to negotiate or enter into a contract with any firm. This RFP shall not be deemed to be an offer to contract.

(c) All costs of response and proposal preparation shall be borne by the proposer. The SRWA shall not be liable for any pre-contractual expenses incurred by the proposer, including any time and costs associated with the preparation and submission of the proposal and any interview.

(d) All submitted proposals shall become the property of the SRWA. The SRWA shall have the right to copy, reproduce, publicize, retain or otherwise dispose of each proposal. All responses received by the SRWA will be considered public records subject to disclosure under the California Public Records Act.

(e) Please be succinct. Unnecessarily elaborate or lengthy responses or other presentations beyond those needed to give sufficient and clear response to the RFP requirements are not desired. Proposals generally should not exceed 20 pages single-sided.



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

TYPICAL QUALIFICATIONS:

Knowledge of:

- Municipal processes, functions and procedures for water distribution, production, treatment, storage, and transmission
- California water resource laws and issues affecting municipal facilities for water distribution and use, and water rights
- Principles and practices of public administration, including fiscal planning and control and policy and program development
- Principles of the design, construction and operation of public works projects
- Principles of business management, budget development and expenditure control, including capital improvement budgets
- Principles of leadership and project management, and principles of motivation, team building and conflict resolution
- Principles and practices of municipal financing, debt administration and regulatory requirements and compliance
- Computer software applications for word processing, spreadsheets, reporting, presentation and financial analysis
- Organization and operations of Joint Power Authorities
- Research and evaluation methodologies and cost estimating and contract administration
- Principles and practices of supervision, training and performance evaluation
- Principles of public and press relations and community relations
- Legislative and regulatory agency engagement

Skills to:

- Plan, organize, direct, coordinate, and manage the functions of a water treatment and delivery system
- Oversee staff and consultants tasked with the development and improvement of water facilities and services
- Provide advice and consultation to the Board of Directors on the development of regulations, policies and programs
- Coordinate the preparation of Board agendas; oversee and administer the SRWA budgeting and fiscal control process
- Formulate, effectively articulate, and implement goals and objectives, strategies, programs, policies, procedures
- Prepare and deliver clear, concise, and well-organized professional presentations to the Board of Directors, City management, employees, agencies, the media, and the public
- Effectively interface with external governmental and regulatory agencies, high-level officials, and the general public
- Effectively organize and carry out public relations; ensure prompt and proper responses to public concerns and complaints
- Exercise leadership and authority; manage tactfully and effectively; maintain cooperative working relationships
- Effectively negotiate with interested private stakeholders and non-government agencies and organizations
- Collect and analyze data on a variety of technical, analytical, and administrative topics
- Prepare comprehensive technical reports and recommendations

Experience:

Broad and extensive work experience in a management position in a private company or public agency responsible for municipal water or wastewater treatment and delivery system management. At a minimum, background to include, management and administrative experience in a position responsible for the formulation and implementation of programs, budgets, administrative operations, policy affairs, and management of technical consultants and consulting contracts. Track record of stakeholder-based negotiations, staff and organizational development and success as a spokesperson and primary point of contact for print and electronic media.

Education and Training:

Equivalent to a Bachelor's degree from an accredited college or university in Water Resources/Environmental or a management related field including, but not limited to: Water Resources Management, Civil Engineering, Hydrology, Environmental Science, Business or Public Administration, or Biological Science or a related field. An advanced degree in business administration, engineering or public administration is a plus, as well as any relevant water industry related certification(s).

SUPPLEMENTAL INFORMATION:**Physical/Sensory Requirements:**

Mobility to typically work in a standard office environment with some travel from site to site, use standard office equipment and attend off-site meetings, including travel by vehicle and airplane. On an intermittent basis, sit at a desk for prolonged periods of time; intermittently walk, stand, stoop, bend, kneel, crouch, squat, twist and reach while performing office duties; lift, carry, push, and/or pull light to moderate amounts of weight. Use repetitive hand movement and fine coordination including using a computer keyboard. Manual dexterity to use standard office equipment and supplies and to manipulate both single sheets of paper and large document holders (binders, manuals, etc.); vision to read handwritten and printed materials and a computer screen; hearing and speech to communicate in person and by telephone. Work in an outdoor field environment and work and/or walk on various types of surfaces including slippery or uneven surfaces and rough terrain. Work extended hours including evenings and weekends.

Revision Date: December 1, 2017