



BOARD OF DIRECTORS MEETING AGENDA

**January 6, 2022 Regular Meeting
6:30 p.m.**

Meeting link:

<https://sweetwaterspringswaterdistrict.my.webex.com/sweetwaterspringswaterdistrict.my/j.php?MTID=m1964c0207ae6aa44ff9fc110cf92486b>

Meeting number: 2558 860 4602

Password: GVpgmcax345

OR

Join by phone: +1-415-655-0001 US Toll

Access code: 2558 860 4602

Password: 48746229

All guests that join the virtual meeting will be muted with their camera/ video turned off. Guest(s) will be unmuted and video turned on when they are speaking. Proper decorum including appearance is required.

NOTICE TO PERSONS WITH DISABILITIES: It is the policy of the Sweetwater Springs Water District to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including those with disabilities. Upon request made at least 48 hours in advance of the need for assistance, this Agenda will be made available in appropriate alternative formats to persons with disabilities. This notice is in compliance with the Americans with Disabilities Act (28 CFR, 35.102-35.104 ADA Title II).

Any person who has any questions concerning any agenda item may call the General Manager or Assistant Clerk of the Board to make inquiry concerning the nature of the item described on the agenda; copies of staff reports or other written documentation for each item of business are on file in the District Office and available for public inspection. All items listed are for Board discussion and action except for public comment items. In accordance with Section 5020.40 et seq. of the District Policies & Procedures, each speaker should limit their comments on any Agenda item to five (5) minutes or less. A maximum of twenty (20) minutes of public comment is allowed for each subject matter on the Agenda unless the Board President allows additional time.

I. CALL TO ORDER (***Est. time: 2 min.***)

- A. Board members Present
- B. Board members Absent
- C. Others in Attendance

II. CHANGES TO AGENDA and DECLARATIONS OF CONFLICT
(Est. time: 2 min.)

III. CONSENT CALENDAR **(Est. time: 5 min.)**

(Note: Items appearing on the Consent Calendar are deemed to be routine and non-controversial. A Board member may request that any item be removed from the Consent Calendar and added as an "Administrative" agenda item for the purposes of discussing the item(s)).

- A. Approval of the Minutes of the December 2, 2021 Board Meeting, the November 17, 2021 Special Meeting, and the December 15, 2021 Special Meeting
- B. Approval of Operations Warrants/Online payments/EFT payments
- C. Receipt of Item(s) of Correspondence.
Note: Correspondence received regarding an item on the Administrative Agenda is not itemized here, but will be attached as back-up to that item in the Board packet and addressed with that item during the Board meeting.
- D. Action to Reconfirm findings of Resolution 21-18 re continuation of remote meetings

IV. PUBLIC COMMENT: The District invites public participation regarding the affairs of the District. This time is made available for members of the public to address the Board regarding matters which do not appear on the Agenda, but are related to business of the District. Pursuant to the Brown Act, however, the Board of Directors may not conduct discussions or take action on items presented under public comment. Board members may ask questions of a speaker for purposes of clarification.

V. ADMINISTRATIVE

- A. Discussion/Action re FY 2022-23 Budget process *(Est. time 20 min.)*
- B. Discussion/Action re Covid-related issues; Resolution 22-01, Approval of Lab Services Agreement with Fulgent Therapeutics, LLC *(Est. time 10 min.)*
- C. Discussion/Action re Update on District construction projects; Resolution 22-02 Authorizing CDBG Application for FY 2022-2023 CIP (Wright Drive Water Main Replacement, Natoma Tank, and Edgehill Booster Replacement Project) *(Est. time 20 min.)*
- D. Discussion/Action re Resolution 22-03, Amendments One and Two to Contract with Regional Government Services (RGS) *(Est. time 10 min.)*

VI. GENERAL MANAGER'S REPORT

VII. BOARD MEMBERS' ANNOUNCEMENTS

VIII. ITEMS FOR NEXT AGENDA

IX. CLOSED SESSION

- A. Pursuant to Gov. Code Section 54957(b)(1)-PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: All employees
- B. Pursuant to Gov. Code Section 54957(b)(1)-PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: District Counsel
- C. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Two (2) cases

ADJOURN

Sweetwater Springs Water District Mission and Goals

The mission of the Sweetwater Springs Water District (SSWD) is to provide its customers with quality water and service in an open, accountable, and cost-effective manner and to manage District resources for the benefit of the community and environment. The District provides water distribution and maintenance services to five townships adjacent to the Russian River:

- Guerneville
- Rio Nido
- Guernewood Park
- Villa Grande
- Monte Rio

GOAL 1: IMPLEMENT SOUND FINANCIAL PRACTICES TO ENSURE EFFECTIVE UTILIZATION OF DISTRICT RESOURCES

GOAL 2: PROVIDE RELIABLE AND HIGH QUALITY POTABLE WATER WITH FACILITIES THAT ARE PROPERLY CONSTRUCTED, MANAGED AND MAINTAINED TO ASSURE SYSTEM RELIABILITY

GOAL 3: HAVE UPDATED EMERGENCY PREPAREDNESS PLANS FOR ALL REASONABLE, FORESEEABLE SITUATIONS

GOAL 4: DEVELOP AND MAINTAIN A QUALITY WORKFORCE

GOAL 5: PROVIDE EXCELLENT PUBLIC OUTREACH, INFORMATION AND EDUCATION

GOAL 6: ENHANCE BOARD COMMUNICATIONS AND INFORMATION



BOARD MEETING MINUTES*

Meeting Date: December 2, 2021

(*In order discussed)

December 2, 2021
6:30 p.m.

Board Members Present:

Tim Lipinski
Gaylord Schaap
Larry Spillane
Sukey Robb-Wilder
Rich Holmer

Board Members Absent:

(None)

Staff in Attendance:

Ed Fortner, General Manager
Julie Kenny, Secretary to the Board

Others in Attendance:

Rachel Hundley, Legal Counsel
Michael Celentano, District Auditor

I. CALL TO ORDER (6:37 p.m.)

The properly agendized meeting was called to Order by President Robb-Wilder at 6:32 p.m.

II. CHANGES TO AGENDA and DECLARATION OF CONFLICT (6:37 p.m.)

(None.)

III. CONSENT CALENDAR (6:33 p.m.)

President Robb-Wilder reviewed the items on the Consent Calendar. Discussion ensued. Item III-B (Approval of Operations Warrants/Online payments/EFT payments) was pulled from the Consent Calendar to be considered later in the meeting. Further discussion ensued. Director Schaap moved to approve the Consent Calendar. Director Lipinski seconded the motion. Motion carried 4-0 (Director Holmer was temporarily absent.) The following items were approved:

- A. Approval of the Minutes of the November 4, 2021 Board Meeting, the November 17, 2021 Special Meeting, and the November 23, 2021 Special Meeting
- B. Approval of Operations Warrants/Online payments/EFT payments
- C. Receipt of items of Correspondence (None)

- D. Action to Reconfirm findings of Resolution 21-18 re continuation of remote meetings

IV. PUBLIC COMMENT (6:46 p.m.)

Director Lipinski joined the meeting and noted corrections to the November 17 Special Meeting as follows:

1. Director Robb-Wilder was present at the meeting, but only for the Closed Session due to technical difficulties.
2. Director Lipinski introduced the items for Closed Session. He is not the Vice President.

V. ADMINISTRATIVE (6:46 p.m.) *

**in the order discussed*

V-A. (6:37 p.m.) Discussion/Action re Jerry Keys 14473 Old Cazadero Rd Service. The GM provided an overview of this item. Comments were made by Jerry Keys. Extensive discussion ensued, including comments by District Counsel Rachel Hundley and additional comments by Mr. Keys. No action was taken.

V-B. (7:13 p.m.) Discussion/Action re Election of 2022 Officers. The GM provided an overview of this item.

Director Robb-Wilder nominated Director Schaap for President. Director Holmer seconded. Comments were made by Rachel Hundley.

Director Schaap nominated Director Spillane for Vice President. Director Robb-Wilder seconded

Director Holmer nominated Director Lipinski for Financial Coordinator. Director Robb-Wilder seconded.

Board discussion ensued. On vote, all nominations carried 5-0. Brief discussion ensued.

V-C. (7:19 p.m.) Discussion/Action re Resolution 21-21, Accepting the Audit for the Fiscal Year Ending June 30, 2021. The GM provided an overview of this item. Director Holmer moved to approve Resolution 21-21, Accepting the Final Audit for the Fiscal Year Ending June 30, 2021. Director Schaap seconded. Motion carried 5-0.

VI. GENERAL MANAGER'S REPORT (7:22 p.m.)

The GM provided a report on the following items:

1. Laboratory testing / Regulatory Compliance
2. Water production and sales
3. Leaks
4. Guerneville rainfall
5. In-House Construction Projects
6. Lower Russian River Community Advisory Group Governance Meeting
7. Personnel
8. Monte Rio Bridge
9. Budget Impact of Additional Operator
10. Drought Grant
11. CDBG Funding
12. Gantt Chart

13. Economic Impact of No Disconnects for Non-payment

Discussion ensued on several of the items.

VII. BOARD MEMBERS' ANNOUNCEMENTS/COMMENTS
(8:06 p.m.)

Director Robb-Wilder announced she would be out of the country for the January meeting.

VIII. ITEMS FOR THE NEXT AGENDA (8:10 p.m.)

- 1. FY 2022-23 Budget
- 2. CIP updates
- 3. COVID-related issues

IX. CLOSED SESSION (8:15 p.m.)

At 8:15 p.m., President Robb-Wilder announced the Closed Session items. At 8:16 p.m. the Board took a brief break. At 8:21 p.m. the meeting reconvened and the Board went into Closed Session. At 9:25 p.m. the meeting reconvened and the following action was announced:

- A. **Pursuant to Gov. Code Section 54957(b)(1) – Public Employee Performance Evaluation**
Title: All employees
No action was taken.

- C. **Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9**
Number of cases: 2
No action was taken.

ADJOURN

The meeting adjourned at 9:26 p.m.

Respectfully submitted,

Julie Kenny
Clerk to the Board of Directors

APPROVED:

Gaylord Schaap: _____
 Sukey Robb-Wilder: _____
 Tim Lipinski: _____
 Rich Holmer _____
 Larry Spillane _____



SPECIAL BOARD MEETING MINUTES*

Meeting Date: December 15, 2021

(*In order discussed)

December 15, 2021
1 p.m.

Board Members Present: Tim Lipinski
Larry Spillane
Rich Holmer
Gaylord Schaap (arr: 1:07 p.m.)
Sukey Robb-Wilder

Board Members Absent: (None)

Staff in Attendance: Ed Fortner, General Manager
Julie Kenny, Board Secretary

Others in Attendance: Rachel Hundley, Legal Counsel
Deborah Muchmore, RGS
Sophia Selivanoff, RGS
Jack Bushgen
Keith McDonald
Bernard O'Brien
Ryan Wilson
Victor Mendez
Ross Crowl
Nicole King
Andrea Crites
Kevin Gilman

I. CALL TO ORDER (2:03 p.m.)

The properly agendized meeting was called to Order by President Sukey Robb-Wilder at 1:05 p.m.

II. PUBLIC COMMENT (2:03 p.m.)

(None.)

III. CONSENT CALENDAR

- A. (1:05 p.m.) Action to Reconfirm findings of Resolution 21-18 re continuation of remote meetings.** Director Lipinski moved to approve the item on the Consent Calendar. Director Spillane seconded. Motion carried 4-0.

IV. ADMINISTRATIVE (in the order discussed)

- C. **(1:07 p.m.) Discussion/Action re Regional Government Services Presentation by Deborah Muchmore.** President Robb-Wilder provided an overview of this item. Deborah Muchmore and Sophia Selivanoff of RGS made a Powerpoint presentation. Discussion ensued, with comments by Ms. Muchmore and Ms. Selivanoff. Comments were made by Victor Mendez, Rachel Hundley (Legal Counsel), Bernard O'Brien, Andrea Crites, Keith McDonald, Julie Kenny, Ryan Wilson, and Nicole King. Extensive discussion continued. Director Holmer moved to direct the General manager to set up a meeting with RGS and District managers before the end of the year. Director Schaap seconded. Motion carried 5-0. Further discussion ensued. No further action was taken.
- A. **3:05 p.m.) Discussion/Action re Award of Monte Rio Well Rehab and Electric Upgrade.** The GM provided an overview of this item. Brief discussion ensued. No action was taken.
- B. **(3:08 p.m.) Discussion/Action re Resolution 21-22, Approval of Contract for Monte Rio Well Rehab and Electric Upgrade.** The GM provided an overview of this item. Discussion ensued. Director Lipinski moved to approve Resolution 21-22, Authorizing a Contract with Bartley Pump PM LLC to Rehabilitate the Monte Rio Number Five Well and Motor and Replace the Well Number Four Control Panel for \$89,212.27, with Authorization of Change Orders up to \$10,000. Director Holmer seconded. Motion carried 5-0.

V. CLOSED SESSION (3:13 p.m.) *

**in the order discussed*

At 3:13 p.m., President Robb-Wilder announced the Closed Session items. At 3:15 p.m. the Board took a 5-minute break. At 3:20 p.m. the meeting reconvened and the Board went into Closed Session. At 4:53 p.m. the meeting reconvened and the following action was announced:

- A. **Pursuant to Gov. Code Section 54957(b)(1)-PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Title: All Employees
Direction was given to staff.
- B. **CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: two cases
No action was taken.

ADJOURN

The meeting adjourned at 4:55 p.m.

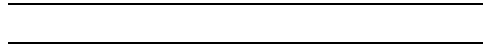
Respectfully submitted,

Julie Kenny
Clerk to the Board of Directors

APPROVED:

Gaylord Schaap: _____
 Sukey Robb-Wilder: _____
 Tim Lipinski: _____

Rich Holmer
Larry Spillane



SWEETWATER SPRINGS WATER DISTRICT

TO: Board of Directors

AGENDA NO. III-D

FROM: Ed Fortner, General Manager

Meeting Date: January 6, 2022

SUBJECT: Reconfirming circumstances of COVID-19 state of emergency, Resolution 21-18 findings, and authorizing continued remote meetings

RECOMMENDED ACTION: Staff recommends the Board make a motion to reconfirm the findings made in Section 2 of Resolution 21-18 adopted September 30, 2021, and continue authorizing remote meetings pursuant to emergency procedures under the Brown Act.

FISCAL IMPACT: none

SUMMARY:

On September 30, 2021, the Board adopted Resolution 21-18 (attached to this report), which made certain findings related to the COVID-19 pandemic and its impact on the District's ability to meet safely in person. Specifically, by Section 2 of Resolution 21-18, the Board made the following findings: The Board of Directors has considered the circumstances of the state of emergency; and

The states of emergency, as declared by the Governor and County of Sonoma continue to impact directly the ability of the District's legislative bodies, as well as staff and members of the public, to meet in person safely; and Meeting in person would present imminent risks to the health and safety of members of the public, members of the District's legislative bodies, and District employees due to the continued presence and threat of COVID-19. Section 54953 of the Government Code, as amended by Assembly Bill 361 (2021), requires the Board to reconsider the circumstances of the state of emergency and make certain findings every thirty days in order to meet remotely under special teleconference rules. The Board may make these findings by motion, which would be recorded in the meeting minutes. If this item is approved as a part of the consent calendar, a "motion to approve" would, in effect, approve the staff recommendation described above.

Resolution No. 21-18

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SWEETWATER SPRINGS WATER DISTRICT FINDING PROCLAIMED STATE OF EMERGENCY AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF LEGISLATIVE BODIES

WHEREAS, all meetings of the legislative bodies of the Sweetwater Springs Water District (“District”) are open and public, as required by the Ralph M. Brown Act, Government Code Section 54950, *et seq*, and any member of the public may observe, attend, and participate in the business of such legislative bodies; and

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency as a result of the rapid spread of the novel coronavirus disease 2019 (“COVID-19”); and

WHEREAS, on March 4, 2020, the Board of Supervisors of the County of Sonoma ratified a Proclamation of a Local Emergency and Declaration of Local Health Emergency due to COVID-19; and

WHEREAS, on March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act (“Brown Act”) in order to allow local legislative bodies to conduct meetings telephonically or by other means, after which District staff implemented virtual meetings for all meetings of legislative bodies within the District; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which terminated the provisions of Executive Order N-29-20 that allows local legislative bodies to conduct meetings telephonically or by other means effective September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed Assembly Bill 361 (2021) (“AB 361”), which amended the Brown Act to allow local legislative bodies to continue to conduct meetings by teleconference under specified conditions and pursuant to special rules on notice, attendance, and other matters; and

WHEREAS, AB 361, pursuant to Executive Order N-15-21, took full effect on October 1, 2021 and requires the Board of Directors to make specific findings to continue meeting under special teleconference rules; and

WHEREAS, such findings include that the Governor has declared a State of Emergency pursuant to Government Code section 8625 and that the legislative body determines meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Director hereby finds a proclaimed state of emergency and that the presence of COVID-19 and the increase of cases due to the Delta variant would present imminent risks to the health or safety of attendees, including members of the public and District employees, should meetings of the District’s legislative bodies be held in person; and

WHEREAS, the Board of Directors and the General Manager shall ensure meetings of the District's legislative bodies comply with the special teleconference rules under the Brown Act, as amended by Assembly Bill 361.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Sweetwater Springs Water District as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Findings. In compliance with the special teleconference rules of Section 54953 of the Government Code, as established by Assembly Bill 361 (2021), the Board of Directors hereby makes the following findings:

The Board of Directors has considered the circumstances of the state of emergency; and

The states of emergency, as declared by the Governor and County of Sonoma continue to impact directly the ability of the District's legislative bodies, as well as staff and members of the public, to safely meet in person; and

Meeting in person would present imminent risks to the health and safety of members of the public, members of the District's legislative bodies, and District employees due to the continued presence and threat of COVID-19.

Section 3. Remote Teleconference Meetings. The District's legislative bodies may continue to meet remotely in compliance with the special teleconference rules of Section 54953 of the Government Code, as amended by Assembly Bill 361 (2021), in order to protect the health and safety of the public. The General Manager is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution.

Section 4. Review After 30 Days. The Board of Directors will review these findings and the need to conduct meetings by teleconference within thirty (30) days of adoption of this resolution

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption.

[Continued on next page.]

I hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted and passed by the Board of Directors of the Sweetwater Springs Water District, Sonoma County, California, at a meeting held on September 30, 2021, by the following vote:

Director	Aye	No
Sukey Robb-Wilder	_____	_____
Tim Lipinski	_____	_____
Richard Holmer	_____	_____
Gaylord Schaap	_____	_____
Larry Spillane	_____	_____

Sukey Robb-Wilder
President of the Board of Directors

Attest: Julie A. Kenny
Clerk of the Board of Directors

SWEETWATER SPRINGS WATER DISTRICT

TO: Board of Directors

AGENDA NO. V-A

FROM: Ed Fortner, General Manager

Meeting Date: January 6, 2022

SUBJECT: FY 2022-2023 BUDGET PROCESS AND APPOINTMENT OF AD HOC BUDGET COMMITTEE

RECOMMENDED ACTION: Receive a report on the District FY 2022-2023 Budget process, appoint an ad hoc Budget Committee, and provide direction to staff.

FISCAL IMPACT: None

DISCUSSION:

The Board typically approves its annual Fiscal Year Operating and Capital Budget at the May Board meeting. We intend to continue this practice this year. The Cost of Service Study (COSS) was accepted at the March 2020 Board meeting. The COSS recommended 5% rate increases each of the next five years. Table 1 below identifies a calendar for the budget approval process. Milestones include the Proposition 218 process, which has a 45-day notice and a public hearing for increases in rates and fees, if necessary, and a public hearing on the Budget itself. A Proposition 218 Notice would be required for any rate increase or other fee increase for the Fiscal Year 2022-2023 or beyond.

In past years the Board President has appointed two Board Members to the ad hoc Budget Committee to assist the General Manager in developing the Budget. Those appointments have occurred either at the December or January meetings.

The District's financial planning has assumed annual 5% increases to the base, water usage rates, and the Capital Debt Reduction Charge. Over the last 12 months, the Consumer Price Index, San Francisco Area - October 2020 (CPI-U), rose 3.8 percent. Energy prices increased 25 percent. Food prices rose 5.6 percent. The index for all items less food and energy rose 2.4 percent over the year. The overall increase is higher than a year ago (1.1%). A 1% increase in water rates returns annual revenue of approximately \$30,000. As described in the COSS, rate increases have been driven by the need to fund capital projects.

If the District decides to increase water rates, staff will also review fees and charges to be adjusted simultaneously (and noticed in the same Prop 218 notice).

Table 1. FY 2022-2023 Budget Preparation	
Reviewed/Approved Capital Improvement Program	February 2022
Introduce Budget Process	January 6, 2022
Budget Committee meetings	January - March 2022
Draft Budget to Board for Discussion/Action, Including Direction on Water Rates	March 3, 2022
Prop 218 Mailing for Water Rate Increase, if necessary	March 21, 2022
Draft Budget to Board for Discussion/Action	April 7, 2022
Approve Budget <ul style="list-style-type: none">• Prop 218 Public Hearing on Rates, if necessary	May 5, 2022

SWEETWATER SPRINGS WATER DISTRICT

TO: Board of Directors

AGENDA NO. V-B

FROM: Ed Fortner, General Manager

Meeting Date: January 6, 2022

SUBJECT: DISCUSSION/ACTION RE DIRECTION FOR COVID RELATED GUIDELINES

RECOMMENDED ACTION: Discussion and direction from the Board.

FISCAL IMPACT: none

DISCUSSION:

The District has followed Public Health direction from Federal, State, and Local Health Agencies. These guidelines are referenced in our Emergency Response Plan and Resolution 21-06. California relaxed many guidelines on June 15, including relaxing mask requirements. The California Cal OSHA met on June 17 and approved similar relaxed requirements for the workplace. Vaccinated employees could then choose not to wear masks outside or inside. Non-vaccinated employees must continue to wear masks outside when near others and wear masks in the office. The District has documented vaccination status through self-attestation. The District continues to navigate these new guidelines and apply them to the District workplace and workforce.

Among these issues is virtual vs. in-person Board meetings. The Governor issued an Executive Order that ends the waiver of Brown Act Public Meeting requirements on September 30. In consideration of Board meetings being held at the District offices, space is quite limited for social distancing. AB 361 allows the District to continue virtual Board meetings while the State is under a declared Covid disaster.

Staff feedback on reopening the office space has ranged from deferring to office staff to open support of full reopening with no masking.

On July 27, the CDC made recommendations for everyone to wear masks inside. The County and State made indoor masking for everyone mandatory due to the spread of the Delta variant.

Also, our Emergency Response Plan Covid section 15 allowed a one-time use of 14 days administrative leave if someone is positive for Covid or has been in contact with someone positive. *Previously the Board considered ending the 14 days leave policy.*

Reopening Plan: Due to the constantly changing circumstances of the virus, lack of vaccinations of staff and a significant percentage of the public, multiple Covid cases and close contacts to Covid positive individuals, and the risk due to the highly transmittable Delta variant and even more transmissible Omicron variant, *I recommend at this time to stay the course with no foot traffic and continued masking requirements as they evolve.*

The California Department of Public Health issued guidance on July 26, 2021, requiring State employees and all medical personnel to be vaccinated or be tested weekly if they are not vaccinated. The Governor also asked private businesses to follow suit on this new mandate. These orders were due to the many-fold increases in cases, hospitalizations, and deaths due to the Delta variant. On December 28, 2021, the Sonoma Health Officer recommended mandatory vaccinations including boosters with twice-weekly testing as an alternative for all workplaces.

The District has closely followed the County policies on COVID. On August 18, 2021, Paul Gullickson, the County Spokesperson, stated that the Board of Supervisors approved a policy that all County employees, including Sonoma County Water Agency, must show proof of vaccination or be tested for COVID weekly. *The Pfizer Covid vaccine was given full Federal FDA approval on August 23, 2021. Both the Pfizer and Moderna vaccines are fully approved now. The Omicron variant is now the prevalent strain. This variant is more resistant to the vaccine and is much more contagious. OSHA issued an Emergency Order September 9 requiring all employers with over 100 employees, show vaccination proof or be tested weekly. The latest Federal Appeals court ruling approves implementation of this order. Adherence to Federal, State, and County guidelines are referenced in our Emergency Response Plan and Resolution 21-06. The board may consider following the County policy on vaccination proof with an option for employees to submit weekly negative Covid testing results. This County policy is likely to change to bi-weekly testing.*

On December 16, 2021, CalOSHA issued an Emergency Temporary Standard (ETS) that requires the employer to provide paid time for Covid testing and provide testing opportunities. It also defines acceptable face covering. (8) *"Face covering" means a surgical mask, a medical procedure mask, a respirator worn voluntarily, or a tightly woven fabric or non-woven material of at least two layers. A face covering has no visible holes or openings and must cover the nose and mouth. A face covering does not include a scarf, ski mask, balaclava, bandana, turtleneck, collar, or single layer of fabric.* The fact sheet describing the ETS Title 8 sections 3205, 3205.1, 3205.2, 3205.3, 3205.4 is attached.

DIRECTION FOR COVID RELATED GUIDELINES

January 6, 2022

2

All these measures taken and under consideration has the goal of maintaining a safe workplace and not exposing anyone in the course of our work. We have a Fulgent contract to consider to facilitate Covid testing during outbreaks, voluntarily, or when vaccines become mandatory. I have an approved FEMA/ CalOES grant to cover the costs of this program.

Resolution No. 22-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SWEETWATER SPRINGS WATER DISTRICT APPROVING THE LABORATORY SERVICES AGREEMENT WITH FULGENT THERAPEUTICS, LLC

WHEREAS, the Covid Pandemic has a high potential to impact staffing with the District, and

WHEREAS, CalOSHA on December 16, 2021, readopted the Covid-19 Prevention Temporary Standards (ETS) to take effect January 14, 2022, that requires the District to pay for and make available, Covid testing for employees and allow the testing during paid time; and

WHEREAS, the District has been awarded up to \$20,000 to fund this Covid testing; and

WHEREAS, the District has negotiated an agreement with Fulgent Therapeutics, LLC, a testing vendor recommended by the County of Sonoma; and

WHEREAS, this testing and tracking of the PCR technology Covid test will be handled by Fulgent and shared with the General Manager confidentially; and

WHEREAS, this agreement will allow the testing to occur at our offices to begin; and

WHEREAS, the availability of the testing will streamline the coordination of personnel returning to work and help keep the workplace safe.

NOW, THEREFORE BE IT RESOLVED by the District Board of Directors of the Sweetwater Springs Water District hereby approves the lab services agreement with Fulgent Therapeutics, LLC for Covid testing services not to exceed \$20,000.

I hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted and passed by the Board of Directors of the SWEETWATER SPRINGS WATER DISTRICT, Sonoma County, California, at a meeting held on January 6, 2022, by the following vote.

Director	Aye	No
Sukey Robb-Wilder	_____	_____
Tim Lipinski	_____	_____
Richard Holmer	_____	_____
Gaylord Schaap	_____	_____
Larry Spillane	_____	_____

Gaylord Schaap
President of the Board of Directors

Attest: Julie A. Kenny
Clerk of the Board of Directors

Fulgent Therapeutics, LLC

Laboratory Services Agreement

This Laboratory Services Agreement, (the “Agreement”) is effective as of [REDACTED], by and between Fulgent Therapeutics, LLC. (LAB), with a business address at 4978 Santa Anita Ave., Suite 205, Temple City, CA 91780, and [REDACTED] (“CLIENT”), with a business address at [REDACTED]. LAB and CLIENT may each be referred to herein as a “Party” and, collectively, as the “Parties.”

Whereas, LAB is an independent laboratory that has the facilities and expertise to provide diagnostic and sequencing laboratory testing services to physicians, hospitals, and laboratories, and other entities and

Whereas, CLIENT is an entity that desires to purchase certain COVID-19 laboratory services from LAB, and

Whereas, LAB is willing to provide such services to CLIENT, under the terms and conditions set forth herein.

Therefore, LAB and CLIENT do hereby agree as follows:

A. THE SERVICES

1. COVID-19 Testing Services. LAB agrees to provide to CLIENT the COVID-19 testing services described in Exhibit A attached hereto (the “Services”).
2. Specimens. LAB has developed specific specimen collection requirements, which are attached hereto as Exhibit A. CLIENT agrees to follow all instructions on Exhibit A and understands that such instructions are critical to LAB’s ability to perform the tests described herein. All costs associated with CLIENT’s failure to follow the instructions described on Exhibit A will be CLIENT’s responsibility.
3. Supplies. As part of the Services, LAB will provide CLIENT with certain specimen collection supplies to be used solely for the collection of specimens for LAB. The type and amount of such supplies is subject to LAB’s sole discretion. CLIENT will use the supplies in accordance with the manufacturer’s instructions and all applicable federal, state and local statutes, rules, laws, and regulations. LAB is not responsible for any claims arising out of or related to the use or misuse of any supplies provided hereunder. CLIENT MUST NOT RESELL THE SUPPLIES PROVIDED, OR USE THE SUPPLIES FOR ANY PURPOSES OTHER THAN SPECIMEN COLLECTION FOR LAB’S TESTING PURPOSES.
4. Transport. All specimens should be shipped to the following address:

Fulgent Therapeutics, LLC
4978 Santa Anita Ave.
Temple City, CA 91780

5. Specimen Use and Destruction. All specimens received from CLIENT and not used in connection with the Services may (a) be destroyed by LAB in compliance with all federal

and state laws, or (b) be retained by LAB for research, quality control, or proficiency testing purposes. All specimens retained by LAB for such purposes will be de-identified in accordance with HIPAA and any applicable state law requirements.

B. BILLING AND PAYMENT

1. Price. CLIENT agrees to purchase and pay for the Services from LAB in accordance with the rates, terms, and conditions set forth in Exhibit A, as may be amended from time to time by LAB upon fourteen (14) days advance written notice to CLIENT. No Services will be priced below the fair market value, as required by law.
2. Compliance with Medicare Billing Rules. If CLIENT is an independent clinical laboratory and intends to bill Medicare for the Services, CLIENT represents and warrants that it does not refer, and will not refer during the term of this Agreement, more than thirty (30) percent of the clinical laboratory tests for which it receives requests for testing during a calendar year or that it is located in, or is part of, a rural hospital, as required by 42 U.S.C. § 1395l(h)(5)(A).

C. COMPLIANCE

1. Compliance with Laws. CLIENT and LAB each agree to perform their respective obligations under this Agreement in compliance with all applicable federal, state, and local statutes and regulations.
2. No Inducement. This Agreement has been negotiated in good faith through arm's-length negotiations. The Parties acknowledge and agree that no benefits to CLIENT hereunder are intended to induce, require, or are in any way contingent upon the recommendation, referral, or any other arrangement for the provision of any item or service offered by LAB or any affiliate thereof. None of the activities contemplated under this Agreement, or otherwise, will constitute obligations of CLIENT to refer business to LAB or to recommend or otherwise arrange for the referral of business to LAB. Further, there is no intent for CLIENT to generate, nor is CLIENT being compensated to generate, business for LAB, nor is there any intent to interfere with a patient's right to choose his or her own health care provider, or with a physician's medical judgment regarding the ordering of any items or services.
3. Participation in State and Federal Health Care Programs. CLIENT and LAB, and each of their owners, directors, officers, agents, and employees are, and for the term of this Agreement will be, eligible to participate in all applicable federal health care programs as defined in 42 U.S.C. 1320a-7b(f) and state health care programs as defined in 42 U.S.C. 1320a-7b(h), and neither CLIENT nor LAB, nor any of their owners, directors, officer, agents, or employees has been, nor during the term of this Agreement will be, sanctioned by the Department of Health and Human Services Office of Inspector General as set forth on the List of Excluded Individuals and Entities or listed as debarred by a federal agency in the Excluded Parties List System or the System of Award Management, or convicted of a criminal offense related to health care. If either CLIENT or LAB is subject to such action at any time during the term of this Agreement, such Party will notify the other Party within five (5) business days.

4. HIPAA. The Parties agree to discharge their respective duties in accordance with state and federal laws governing the privacy, confidentiality, and security of patient information, including, without limitation, the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any and all regulations and requirements thereunder, as they may be amended or promulgated from time to time.
5. Licensure. LAB represents and warrants that it is an independent clinical laboratory duly certified under the Clinical Laboratory Improvement Amendments of 1988, as amended (“CLIA”), and licensed under applicable state laws. If CLIENT is a laboratory, it represents and warrants that it is an independent clinical laboratory duly certified under CLIA and licensed under applicable state laws

D. TERM AND TERMINATION

1. Term. The initial term of this Agreement will commence as of the date recited above (the “Effective Date”) and continue for an initial term of one (1) year. Thereafter, this Agreement will automatically renew for additional one-year terms. This Agreement may be terminated without cause at any time with five (5) days written notice by either Party. LAB may terminate this Agreement immediately upon CLIENT’s failure to pay according to Section B.
2. Effect of Termination. Upon any termination, LAB may, at its sole discretion, provide the Services with respect to any specimens received but not processed as of the effective date of termination or return such specimens to CLIENT, provided that LAB may, in its sole discretion, agree to provide the Services only upon receipt of prepayment for the Services from CLIENT. If this Agreement is terminated for any reason within one (1) year of the Effective Date, then, prior to the first anniversary of the Effective Date, the Parties will not enter into any agreement with each other for the Services covered hereunder with payment terms that differ from the payment terms set forth herein. Except as may be set forth otherwise in this Agreement, all rights and obligations that expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement until they are satisfied or by their nature expire and will bind the Parties and their successors and permitted assigns, and the provisions of Sections C and E, and CLIENT’s payment obligations, will survive any termination or expiration of this Agreement.

E. GENERAL PROVISIONS

1. Disclaimers. LAB MAKES NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, WITH RESPECT TO ANY SPECIMEN COLLECTION SUPPLIES PROVIDED HEREUNDER, ANY SERVICES OR INFORMATION, OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND DISCLAIMS ALL WARRANTIES.

2. Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, IN NO EVENT WILL LAB BE LIABLE TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOSS OF OR DAMAGE TO DATA, LOSS OF PROFITS, OR OTHER ECONOMIC LOSS, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF LAB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, THE AGGREGATE AND CUMULATIVE LIABILITY OF LAB TO CLIENT FOR ALL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO LAB DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CAUSE OF ACTION.
3. Confidentiality. CLIENT acknowledges and agrees that the terms of this Agreement are confidential. CLIENT agrees that neither CLIENT nor CLIENT's agents or employees will disclose, by any means, the terms of this Agreement, including, but not limited to, the price schedule or any part thereof, to any person or entity not a party to this Agreement, except that CLIENT may disclose the terms of this Agreement in response to an order of a court of competent jurisdiction if CLIENT notifies LAB of such order promptly upon receipt. In the event CLIENT breaches this confidentiality provision, LAB will have the right, in its sole discretion and without limiting its other available remedies, to increase the prices charged for the services to be performed hereunder by amending Exhibit A upon notice.
4. Insurance. Each Party will, at its sole cost and expense at all time during the term of this Agreement, procure and maintain comprehensive general and professional liability insurance or self-insurance (including personal injury, property damage, products liability, and completed operations liability), in a minimum amount of One Million Dollars (\$1,000,000). Upon request of either Party, the other Party will provide satisfactory evidence of such insurance coverage.
5. Assignment. This Agreement may not be assigned by CLIENT without the prior written consent of LAB, and any assignment or attempt to assign this Agreement without such consent will be void and of no force or effect. Consent may be conditioned upon written acknowledgment of obligations under this Agreement by the prospective recipient of the assignment. LAB may assign this Agreement upon notice to CLIENT. This Agreement binds the parties' successors and permitted assigns.
6. Amendments. This Agreement may be modified or amended only by an instrument in writing signed by both Parties hereto.
7. Force Majeure. No liability hereunder will result to LAB by reason of delay or inability in performance caused by circumstances beyond its reasonable control, including, without limitation, acts of God, fire, flood, war, terrorism, civil unrest, labor unrest, shortage of or inability to obtain material or equipment, government orders or guidelines, and the effects of epidemics.

8. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior negotiations, correspondence, understandings, and agreements between CLIENT and LAB with respect to its subject matter.
9. Independent Contractors. LAB and CLIENT are independent contractors, and nothing in this Agreement will be deemed or construed to create an employment or agency relationship between LAB and CLIENT.
10. Non-Waiver. The Parties covenant and agree that if a Party fails or neglects for any reason to take advantage of any of the terms provided for the termination of this Agreement or if a Party, having the right to declare this Agreement terminated, will fail to do so, any such failure or neglect by such Party will not be a waiver or be deemed or be construed to be a waiver of any cause for the termination of this Agreement subsequently arising, or as a waiver of any of the terms, covenants, or conditions of this Agreement or of the performance thereof. None of the terms, covenants, and conditions of this Agreement may be waived by a Party except by its written consent.
11. Reformation. The Parties hereby agree that neither Party intends to violate any public policy, statutory or common law, rule, regulation, treaty or decision of any government agency or executive body thereof of any country or community or association of countries, and that if any word, sentence, paragraph or clause or combination thereof of this Agreement is found, by a court or executive body with judicial powers having jurisdiction over this Agreement or any of the Parties hereto, in a final, unappealable order to be in violation of any such provision in any country or community or association of countries, such words, sentences, paragraphs or clauses or combination will be inoperative in such country or community or association of countries, and the remainder of this Agreement will remain binding upon the Parties hereto. In lieu of such inoperative words, sentences, paragraphs or clauses, or combination of clauses, there will be added automatically as part of this Agreement, a valid, enforceable, and operative provision as close to the original language as may be possible which preserves the economic benefits to the Parties.
12. Governing Law. This Agreement will be construed, interpreted and governed by the laws of the State of California without regard to conflict of laws principles, and exclusive venue for any and all disputes, claims or actions arising out of or relating to this Agreement will be the courts of Los Angeles County, California.
13. Notices. All notices (except invoices which will be sent per Section A.5) under this Agreement will be in writing and delivered either by personal delivery or mailed by United States mail, postage prepaid, email, to the following addresses:

If to LAB:

Fulgent Therapeutics, LLC
4978 Santa Anita Ave.
Suite 205
Temple City, CA 91780
bd@fulgentgenetics.com

If to CLIENT:

[CLIENT]

[Address]

[Email Address]

In Witness Whereof, the Parties have executed this Agreement as of date indicated above.

FULGENT THERAPEUTICS, LLC

Signature

Name

Title

Date

CLIENT

Signature

Name

Title

Date

Exhibit A
Services, Billing and Payment

1. TEST/SERVICES DESCRIPTION. THE TEST UNDER THIS AGREEMENT WILL INCLUDE THE COVID-19 TEST AS DEFINED BELOW AND THE TERMS OF THE AGREEMENT WILL APPLY TO THE COVID-19 TEST:

The Fulgent Coronavirus Disease (COVID-19) RT-PCR test (the “**COVID-19 Test**”) is a reverse transcription polymerase chain reaction test to detect SARS-CoV-2, the virus that causes COVID-19. The SARS-CoV-2 primer and probe sets are designed to detect RNA from 2019-nCoV in saliva specimens from patients who meet CDC 2019-nCoV clinical criteria. Primer and probe set sequences are based on CDC recommended guidelines that identify two known distinct regions within the SARS-CoV-2 genome. Amplification of both targets will signify a positive result; amplification of one of two targets will signify an indeterminate result; and no amplification of either target, but amplification of internal control, will signify a negative result. LAB recommends a new specimen be collected if the first COVID-19 Test generates indeterminate results.

2. Picture At-Home Tests.

- a. Cost of Picture At-Home Tests[1].

- i. Picture COVID-19 test, using codes for kits to be individually shipped from/to LAB: **\$100** USD.
- ii. Picture COVID-19 test, with kits shipped in bulk from LAB; kits individually shipped back to LAB (must be ordered in multiples of 100 tests): **\$90** USD.
- iii. Picture COVID-19 test, with kits shipped in bulk from/to LAB (must be ordered in multiples of 100 tests): **\$78.50** USD.
- iv. Cost includes PWN authorization of testing and post-testing telehealth consultation for positive patients.

- b. Billing.

- i. Picture At-Home codes must be prepaid. Picture At-Home Tests will be billed biweekly in arrears for test kits shipped in the prior two weeks.

- c. Invoices.

- i. LAB will submit a detailed invoice to CLIENT. CLIENT agrees to pay such invoice upon receipt thereof. Invoices will be sent to the address below, either electronically, via facsimile, or via the U.S. postal service, as mutually agreed upon by LAB and CLIENT.

Name: _____

Address: _____

Attn: _____

Phone: _____

Facsimile: _____

Email: _____

If CLIENT requires an original invoice, such invoice will be sent via courier at CLIENT’s expense. All questions regarding invoices must be directed to

the LAB's Institutional Billing Manager at 626-350-0537 or billing@fulgentgenetics.com, or such other person designated in writing by LAB.

- d. If CLIENT does not pay amounts when due, then LAB may, without limiting its other available remedies, suspend performance of Services, assess a late payment fee of 1.5% of the overdue amount per month, and treat such non-payment as a material breach of this Agreement.

3. Payment.

- a. Payment may be made by check or wire transfer.

Mail-in check:

FULGENT THERAPEUTICS LLC
ADDRESS: PO BOX 748677
LOS ANGELES, CA 90074 USA
PHONE NUMBER: +1(626) 350-0537

BANK TRANSFER:

NAME ON ACCOUNT:	FULGENT THERAPEUTICS LLC
ADDRESS:	4978 SANTA ANITA AVE, STE 205 TEMPLE CITY CA 91780 USA
PHONE NUMBER:	+1(626) 350-0537
BENEFICIARY BANK:	BANK OF AMERICA 1234 S BALDWIN AVE ARCADIA CA 91007
ROUTING/TRANSIT (ABA) NUMBER:	121 000 358
ABI NUMBER:	0260-0959-3
SWIFT NUMBER:	BOFAUS3N
CHIP ADDRESS:	0959
BENEFICIARY ACCOUNT NUMBER:	CHECKING ACCOUNT 3250 1602 8298
REMITTANCE EMAIL ADDRESS:	BILLING@FULGENTGENETICS.COM

- b. Specimen and Activation Requirements.

- i. Activation. The USER must properly follow the instructions provided, and must activate the specimen kit upon collection on Picture platform, which will be designated as the specimen collection time.
- ii. Kit return shipment. The USER must drop off the specimen kit at a FedEx drop-off location, before the last pick up time on the same day as the specimen collection. Any specimens received by the LAB outside 56 hours of specimen collection will be invalidated, and a new collection will be required at the cost of the USER. The USER should note Fedex's shipping schedule limitations ie. Fedex does not ship on Sundays and Public Holidays.

iii. Code and Kit Expiration. The codes and collection kits will expire in 6 months from the issue or dispatch date from LAB, respectively. Once codes and the kits have been issued or dispatched, there is no right to return, refund or assignment.

4. ADDITIONAL DISCLAIMER. CLIENT ACKNOWLEDGES THAT LAB IS IMMUNE FROM LIABILITY AND CLAIMS ARISING OUT OF ITS COVID-19 TEST PURSUANT TO THE EMERGENCY OR DISASTER TREATMENT PROTECTION ACT (C. 56, L. 2020 PART GGG), AND THE PUBLIC READINESS AND EMERGENCY PREPAREDNESS ACT ("PREP ACT"), OTHER THAN LIABILITY AND CLAIMS FOR LAB'S WILLFUL OR INTENTIONAL CRIMINAL MISCONDUCT, RECKLESSNESS, GROSS NEGLIGENCE OR INTENTIONAL WRONGDOING.

UPDATE - COVID-19 Prevention Emergency Temporary Standards **What Employers Need to Know About the December 16 Standards**

December 16, 2021

On December 16, the Occupational Safety and Health Standards Board readopted the Cal/OSHA COVID-19 Prevention Emergency Temporary Standards (ETS) for the second time. These emergency standards include important revisions to make the workplace rules consistent with the latest requirements and recommendations from the California Department of Public Health (CDPH). The emergency standards take effect on **January 14, 2022**, and apply to most workers in California not covered by the [Aerosol Transmissible Diseases standard](#).

Some important requirements that remain unchanged in the COVID-19 Emergency Temporary Standards:

- Employers must establish, implement, and maintain an effective written COVID-19 Prevention Program that includes:
 - Identifying and evaluating employee exposures to COVID-19 health hazards.
 - Implementing effective policies and procedures to correct unsafe and unhealthy conditions.
 - Allowing adequate time for handwashing and cleaning frequently touched surfaces and objects.
- Employers must provide effective training and instruction to employees on how COVID-19 is spread, infection prevention techniques, and information regarding COVID-19-related benefits that affected employees may be entitled to under applicable federal, state, or local laws.

Important revisions to the COVID-19 Prevention Emergency Temporary Standards include:

Investigating and responding to COVID-19 cases in the workplace

Employers must continue to properly notify employees, employee representatives and any other workers at a worksite of possible COVID-19 exposures within one business day. This section was updated to give employers more clear instructions on how to notify workers who were at the same worksite as the COVID-19 case during the high-risk exposure period.

Face Coverings

Employees who are exempted from wearing a face covering due to a medical or mental health condition, or disability and cannot wear a non-restrictive alternative must physically distance at least six feet from others and either be fully vaccinated or tested at least weekly for COVID-19.

Note: The testing must be during paid time and at no cost to the employee.

Testing and Exclusion

- Employers are now required to make COVID-19 testing available at no cost and during paid time to employees who were fully vaccinated before the “close contact” with a COVID-19 case occurred, even if they are asymptomatic.
- During outbreaks and major outbreaks, employers must now make weekly testing (outbreaks) or twice-weekly testing (major outbreaks) available to asymptomatic fully vaccinated employees in the exposed group
- Employees who have recently recovered from COVID-19 and those who are fully vaccinated are not required to be excluded from the workplace after “close contact” but must wear a face covering and maintain six feet of physical distancing for 14 calendar days following the last date of contact.

Return to Work Criteria

The period of time before an employee can return to work after “close contact” or COVID-19 illness has been revised to be consistent with current CDPH guidelines. These time frames will automatically update if CDPH updates their guidelines pursuant to the Governor’s executive order.

Definitions

- “Worksite” now specifically excludes the employee’s personal residence, locations where an employee works alone, and remote work locations chosen by the employee.
- Definitions revised to be more consistent with federal OSHA, including:
 - “COVID-19 test” now includes specific instructions for workers using a test at home with self-read results. The employer or a telehealth professional must observe the test results.
 - “Face coverings” was updated to include more specific detail on the different types of acceptable face coverings.
 - “Fully vaccinated,” now mentions the minimal amount of time workers need to wait between the first and second shot of a two-dose vaccine.

This guidance is an overview, for full requirements see Title 8 sections [3205](#), [3205.1](#), [3205.2](#), [3205.3](#), [3205.4](#)

SWEETWATER SPRINGS WATER DISTRICT

TO: Board of Directors

AGENDA NO. V-C

FROM: Ed Fortner, General Manager

Meeting Date: January 6, 2022

SUBJECT: DISCUSSION/ACTION RE APPROVAL FOR GENERAL MANAGER TO APPLY FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR PLANNING AND DESIGN OF FY 2022-FY 2023 CAPITAL PROJECT ON WRIGHT DRIVE

RECOMMENDED ACTION: Approve GM to apply for CDBG funding for Design and Planning for FY 2022 - 2023 Capital Project

FISCAL IMPACT: \$32,000

DISCUSSION:

We have applied for CDBG funding for design and planning for the FY 2022 - 2023 Capital Project that includes 4,400 feet of 6" HDPE water main replacement with sixty-five services on Wright Drive, replacement of the ten-thousand-gallon Natoma Tank and Edgehill Booster Station. The grant we applied for is \$130,000.00, with a District match of \$32,000.00. We will also apply to CDBG for the Phase II construction phase. The grant awards will occur in May 2022. The Sonoma County Community Development Commission will make recommendations to the Board of Supervisors, who will decide which projects receive CDBG funding. This resolution is required as part of the CDBG process.

Resolution No. 22-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SWEETWATER SPRINGS WATER DISTRICT APPROVING THE GENERAL MANAGER TO APPLY FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR THE FY 2022-FY 2023 CAPITAL PROJECT

WHEREAS, the District must approve a resolution approving the application for CDBG Funding, and

WHEREAS, the Board has reviewed and discussed the Capital Improvement Plan that includes the FY 2022-FY 2023 Capital Project; and

WHEREAS, the FY 2022-2023 Capital Project consists of 4,400 feet of new 6-inch HDPE water main on Wright Drive with sixty-five services, replacement of the 10,000 gallon Natoma Tank, and replacement of the Edgehill Booster Station at the total cost of \$2,026,460.00; and

WHEREAS, the District will be applying for two rounds of CDBG funding with Phase I including Engineering and Design and Phase II being Construction; and

WHEREAS, the FY 2022-FY 2023 Capital Project design and environmental Phase one cost is \$162,000; and

WHEREAS, the CDBG application requests \$130,000 with a \$32,000.00 match from the District.

NOW, THEREFORE BE IT RESOLVED by the District Board of Directors of the Sweetwater Springs Water District hereby approves the application for Phase I of CDBG funding for design and environmental of \$130,000.00 for the FY 2022-FY 2023 Capital Project and authorizes the General Manager to take all required actions to complete this application and sign all necessary documents.

I hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted and passed by the Board of Directors of the SWEETWATER SPRINGS WATER DISTRICT, Sonoma County, California, at a meeting held on January 6, 2022, by the following vote.

Director	Aye	No
Sukey Robb-Wilder	_____	_____
Tim Lipinski	_____	_____
Richard Holmer	_____	_____
Gaylord Schaap	_____	_____
Larry Spillane	_____	_____

Gaylord Schaap
President of the Board of Directors

Attest: Julie A. Kenny
Clerk of the Board of Directors

SWEETWATER SPRINGS WATER DISTRICT

TO: Board of Directors

AGENDA NO. IV-D

FROM: Ed Fortner, General Manager

Meeting Date: January 6, 2022

SUBJECT: DISCUSSION/ACTION RE Discussion/ Action re Resolution 22-03, Amendments One and Two for Regional Government Services (RGS)

RECOMMENDED ACTION: Approval of Resolution 22-03 Ratifying Amendments One and Two for Regional Government Services Contract.

FISCAL IMPACT: None

DISCUSSION:

Recent events required Regional Government Services (RGS) to make recommendations for Human Resources changes for the District. The consultant has completed the initial work and made recommendations to the Board. Amendments One and Two are on tonight's agenda for consideration and approval. The Phase II work will include facilitation and mediation.

SWEETWATER SPRINGS WATER DISTRICT

TO: Board of Directors

AGENDA NO. VI

FROM: Ed Fortner, General Manager

Meeting Date: January 6, 2022

Subject: GENERAL MANAGER'S REPORT

RECOMMENDED ACTION: Receive report from the General Manager.

FISCAL IMPACT: None

DISCUSSION:

- 1. Laboratory Testing/ Regulatory Compliance:** Water quality tests confirm that all SSWD water meets all known State and Federal water quality standards.
- 2. Water Production and Sales:** Water sales in November were 21,110 units (48.5 AF Guerneville cycle), and production was 55.55 AF. One year ago, sales were higher, and production was lower (59.6 AF and 51.6 AF, respectively). Figure 1 shows sales, production, and % difference for the combined systems; the water loss trend was up this month as a running twelve-month average (24.2%). Water conservation has increased over the last two months during the declared drought. In August, production was down 11.9%, and sales were down 16.3% from August 2020. In September, production was down 11.5%, and sales were down 17.8%. In October, production was down 7.3%, and sales were down 22.4%. In November, production was up 7.6%, and sales were down 18.8%. Looking at the data over the last ten years, water production has dropped approximately 29%, and sales have dropped 18%, although water sales and production are up during the COVID period. The water loss percentage was around 30% and now is in the 15-20% range. Much of the production and water loss drop can be attributed to capital projects.
- 3. Leaks:** In November, we had six total leak repairs with 56 hours on them. Four leaks were in Guerneville, one was in Rio Nido, and one was in Monte Rio. All leaks were in older lines. That is fewer leaks and person-hours than the prior month and fewer leaks and fewer person-hours than November one year ago (9 and 82). Figure 2 shows service and main leaks separately with a total leak line. For Calendar Year 2020, total leaks were 99,

up from 78 in 2019. That was a drought year following a very wet year, and many of the repairs were due to ground shifting. Also, 52 leaks were on mains, and 48 were on service lines. In 2019, 47 leaks were on mains, and 31 were on service lines. Leaks may go up during this second consecutive drought year. Looking at the leaks chart over the last ten years, we have come down from around 300 leaks per year to under 100 - quite a difference and very noticeable in what the field crews are able to do - address ongoing issues with in-house projects instead of chasing leaks every day.

- 4. Guerneville Rainfall:** December rainfall was 8.44", higher than the long-term average month, and puts the yearly total (24.34") above the long-term annual average. We had needed rain, and we hope for more to recover from the two-year drought. The rain year 2021 was the lowest recorded precipitation for the District, below the 17.7" from 1977. Governor Newsom declared a drought emergency for Sonoma and Mendocino Counties, and Sonoma County has issued a drought emergency also. SSWD was not given a curtailment order in August. After the atmospheric river that we experienced in October, the curtailment orders were removed for the entire Russian River.
- 5. In-House Construction Projects:** There were three in-house construction projects in November. Staff spent 25.5 hours replacing a meter and relocating a service at 15118 Canyon Two Rd in Rio Nido. Three hours were spent relocating a meter to a retaining wall at 17771 Old Monte Rio Rd. Staff spent 130 hours installing three gate valves, two line valves, and a flush valve on Monte Rio Ave.
- 6. 14778 River Lane Property Sale:** On July 12, 2021, PRMP approved the legal non-conforming use allowing public access to the river through this parcel. Unfortunately, on July 16th, RRR&PD was contacted by PRMP and informed that since the California State Lands Commission's (CSLC) revised survey findings published September 25, 2020, were not included in the approval, RRR&PD will be required to re-apply for the legal non-conforming determination. PRMD staff has changed, and lines of communication have suffered. The CSLC 2020 survey was discussed at length with prior PRMD staff. This re-application will delay the determination process for an unknown amount of time. RRR&PD remains committed and asks Sweetwater also to stay committed to the process. On December 3, 2021, PRMD approved the legal non-conforming use in response to the re-application. An appeal was filed, and a hearing will be held on March 17, 2022.
- 7. Personnel:** We continue to advertise for another person in the Field group. The District had another employee test positive for Covid. We also had two other employees off for Covid type symptoms that did not test positive. In addition, one employee has been off after a close contact with a family member. The Sonoma County Health Department was contacted for guidance on each of these instances, and three employees have returned to work. Sadly, the District lost an employee in a house fire. James Ross Cowl died trying to rescue his dog in Monte Rio on December 26.

- 8. Monte Rio Bridge:** I met with Johannes Hovertsz with Sonoma County Public Works, and he assured me that their funding would not pay for the water main attachment. I also requested he search their records for any agreements or encroachment permits for our water main attachment dating back to 1934, when the existing bridge was constructed. We did discuss improving coordination and communication of County projects from now on. Unfortunately, I have not received any replies to multiple follow-up emails. Rachel Hundley has drafted formal information requests for these records. I am working with Rachel to submit the information requests formally.
- 9. Drought Grant:** On November 5, I signed a Grant Commitment Letter with the Drinking Water Resources for \$735,000 to design the Monte Rio Bridge Water Main Attachment Project, the Monte Rio Well Rehab and Electric Upgrade Project, and the Lower Harrison Tank Replacement Project. The Grant Agreement is pending, but we are authorized to expend funds now. We awarded to Pump Man for the Well Project and informed Coastland of the design funding for the Bridge Project. We will wait until the Grant agreement is completed to work on the Lower Harrison Tank Project.
- 10. FY 2020-2021 CIP Update:** The Board of Supervisors met on July 27, 2021, and approved the Community Development Commission (CDC) annual plan that includes \$705,000.00 for our FY 2020-2021 CIP for Old River Rd and Woodland Drive water main replacement. Phase I of the project, design, and planning are completed. We have drawn the entire \$115,920.00 of CDBG funding down and submitted all required reports. We executed the Grant agreement for Phase II, construction of the project, and have the project out for bid. The bids will be opened on January 14; a bid tabulation and Engineer's recommendation for the award will be on the February 3, 2022 Board Meeting agenda.
- 11. Gantt Chart:** The Gantt Chart is updated for January 2022.
- 12. Economic Impact of no Disconnects for Non-payment:** The total uncollected amount in this Guerneville billing cycle due to non-payment with the non-Disconnect Executive Order is **9,210.45**. This amount is tracking up from the last billing period. We will continue to follow this amount. January 1, 2022, the District will again be able to disconnect service for uncollected billing under our water disconnect policy.

**Figure 1. Water Production and Sales 12 Month Moving Averages
Sweetwater Springs Water District Since September 2008**

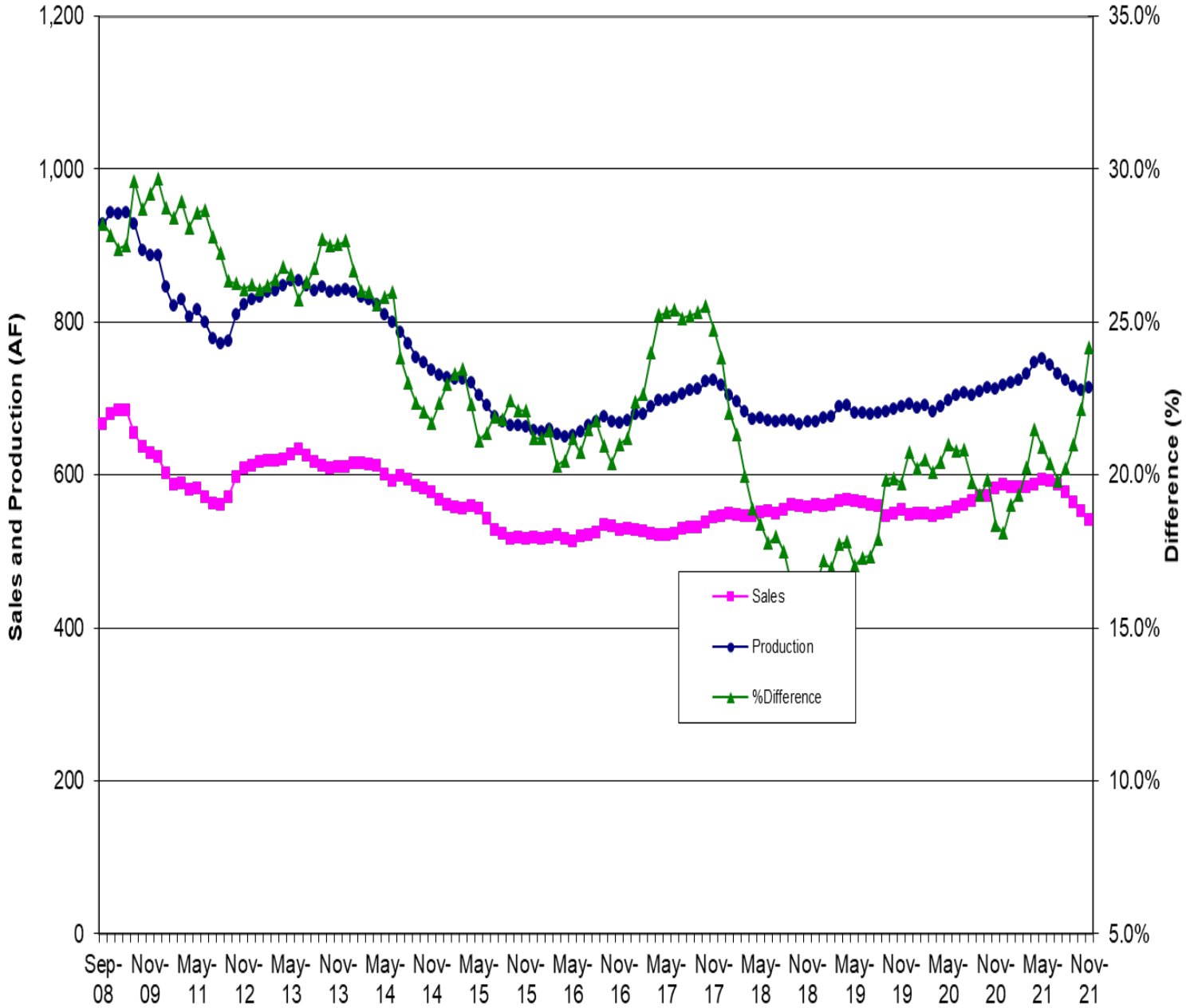


Figure 2. Sweetwater Springs Water District Main and Service Pipeline Breaks Moving Annual Average Since September 2008

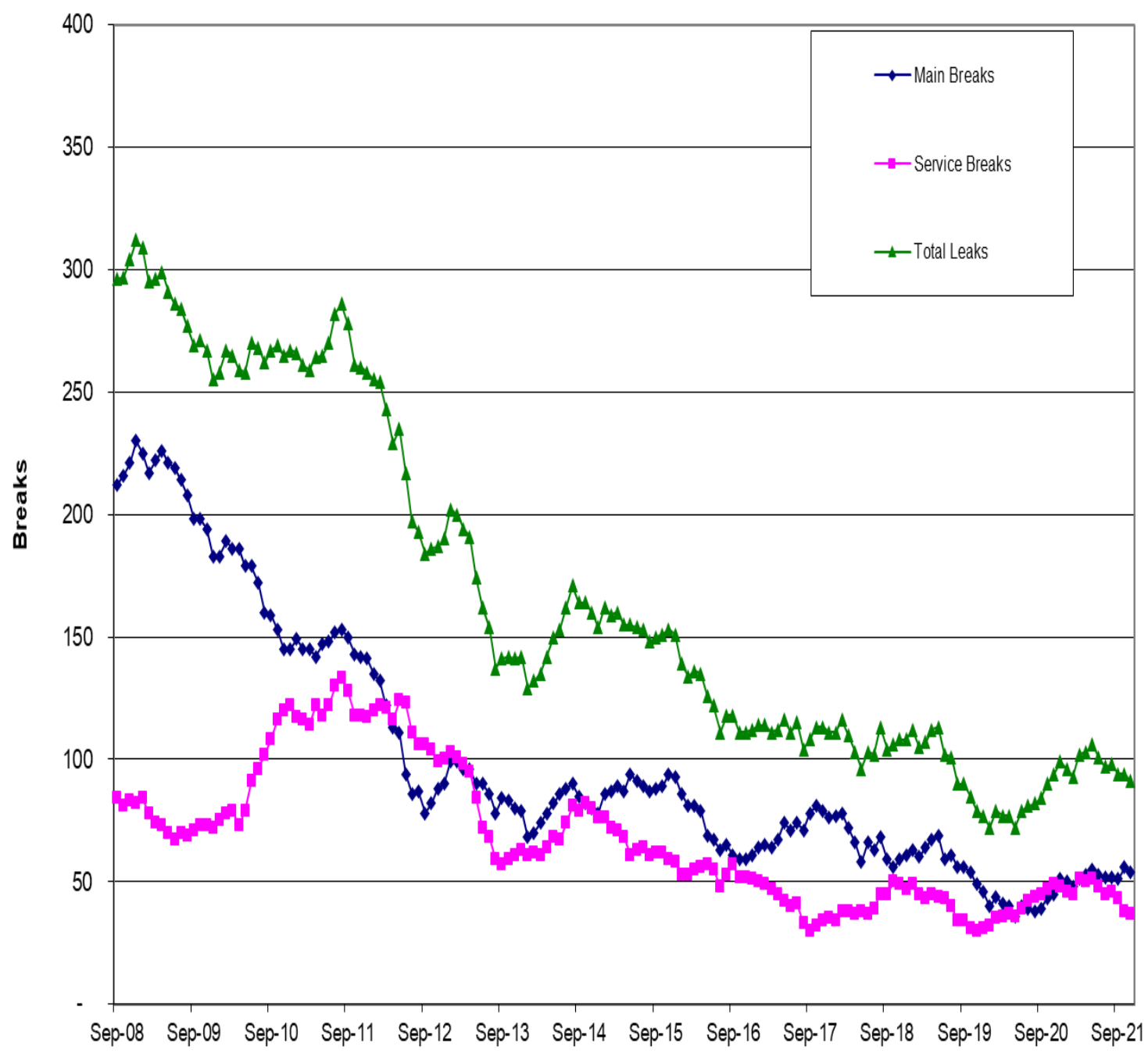
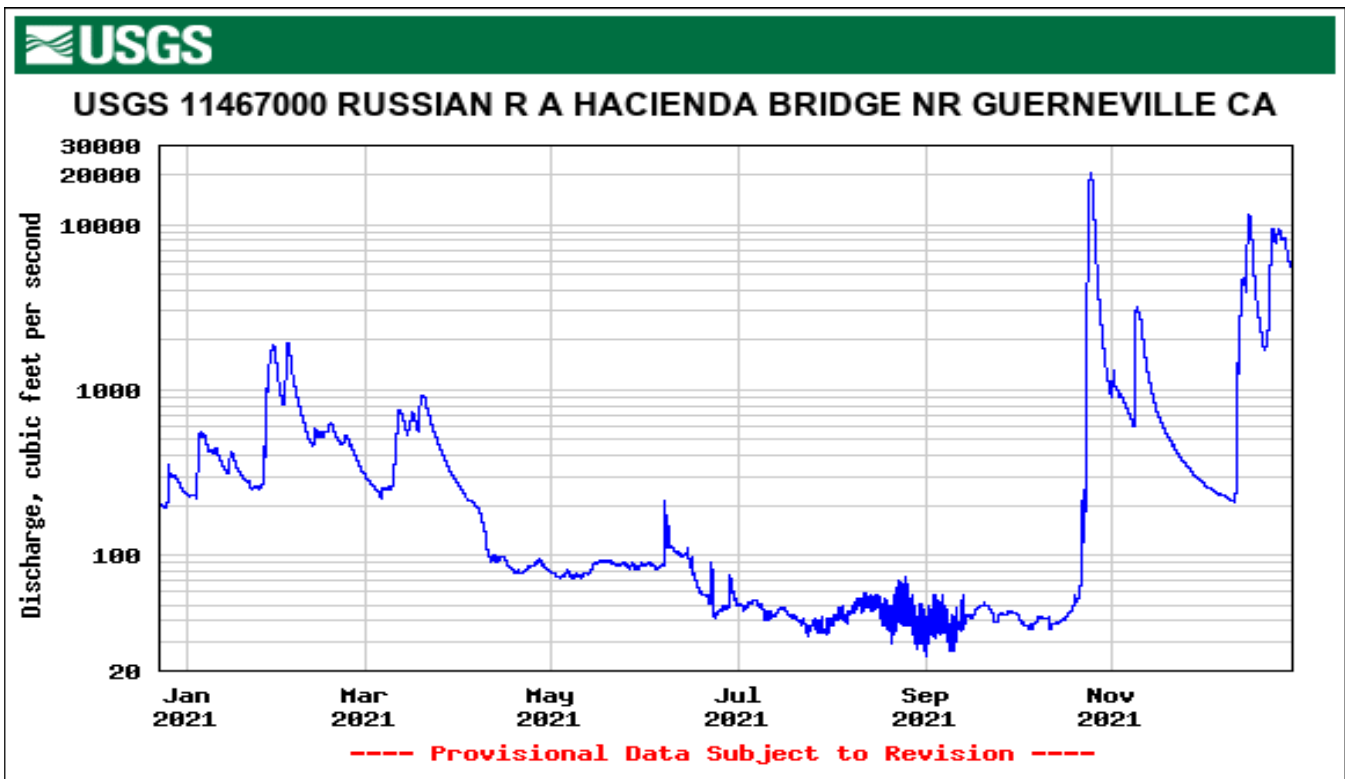
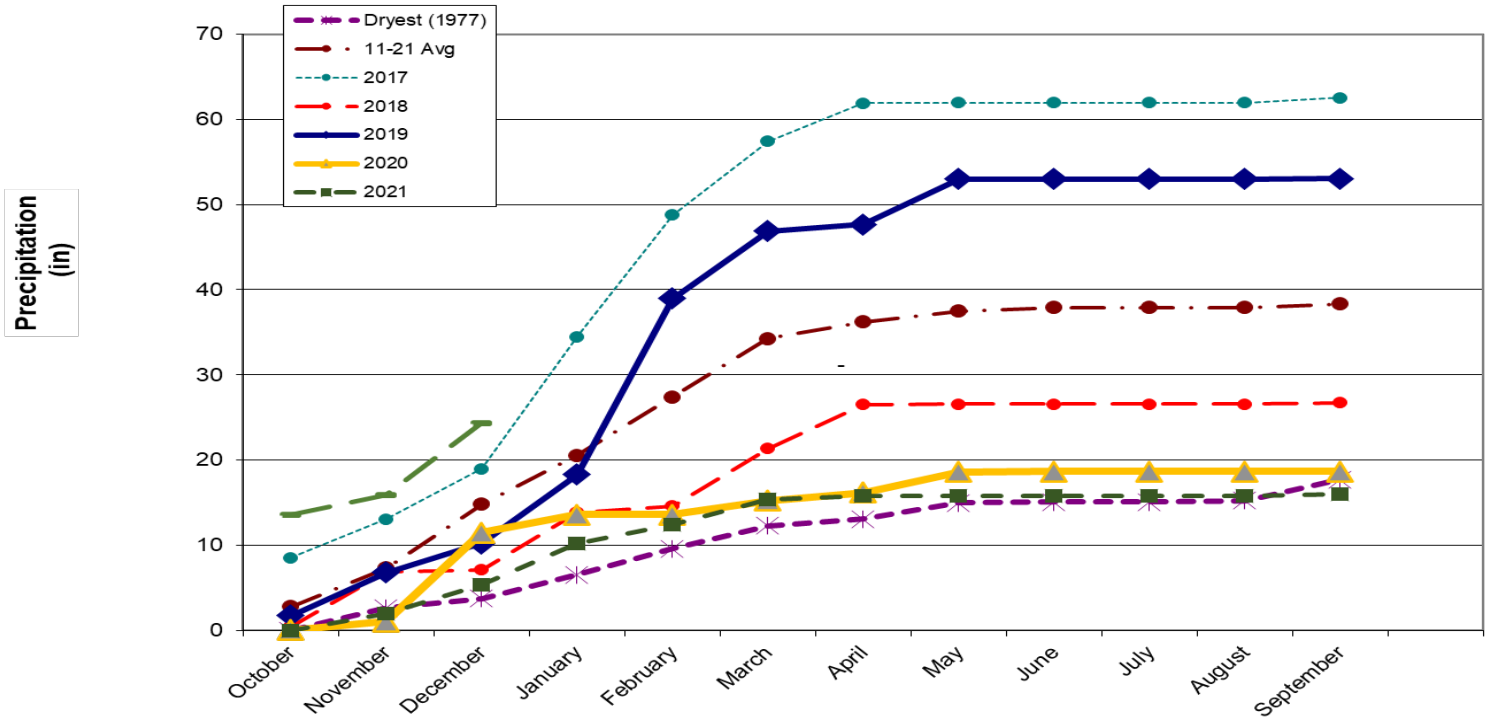


Figure 3. Guerneville Cumulative Monthly Rainfall



Tracking the Economic Impact of Suspending Water Disconnects for Non-payment					
EVEN CYCLE (Guerneville)			ODD CYCLE (Monte Rio)		
Billing Date	# of Customers whose prior bill was still unpaid when next bill mailed	\$ Value of Past Due Amounts** (including unpaid customer deposits)	Billing Date	# of Customers whose prior bill was still unpaid when next bill mailed	\$ Value of Past Due Amounts** (including unpaid customer deposits)
2/15/2020 (Historical disconnect procedure)	0	\$0	3/15/2020 (SB 998 extends time before disconnect)	10	\$1,565
4/15/2020 (Exec. Order N-42-20: Disconnects completely suspended)	24	\$4,096	5/15/2020	5	\$594.02
6/15/2020	9	\$2,947.56	7/15/2020	8	\$1,261.02
8/15/2020	7	\$2,464.32	9/15/2020 (Suspended delinquency process due to wildfire.)	57	\$7,646.52
10/15/2020	16	\$5,094.43	11/15/2020	18	\$4,406.13
12/15/2020	23	\$7,260.48	1/15/2021	20	\$3,766.59
2/15/2021	35	\$11,140.50* (\$3,555 of this total is one customer)	3/15/2021	18	\$6,203.05
4/15/2021	28	\$11,762.54	5/15/2021	16	4040.58
6/15/2021	19	\$8,670.96	7/15/2021	7	\$3,542.24
8/15/2021	14	\$6,835.88	9/15/2021	9	3,513.03
10/15/2021	24	10,889.52	11/15/2021	20	7,532.19
12/15/2021	13	9,210.45			

As of 12/15, 10 customers are in COVID-19 Agreements. These customers are not included in the numbers above if their COVID Agreements are in good standing.

