Yolo County Flood Control &
Water Conservation District

Board Meeting
34274 State Highway 16
Woodland, CA 95695
Tuesday, July 2, 2019
7:00 P.M.

Public documents relating to any open session item listed on this agenda that are distributed to all or a majority of the members of the Board of Directors less than 72 hours before the meeting are available for public inspection in the customer service area of the District's Administrative Office at the address listed above.

In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting please contact Christina Cobey at (530) 662-0265 or info@ycfcwcd.org. Requests should be made as early as possible, and at least one full business day before the start of the meeting.

AGENDA

7:00  1.  **Consideration:** Adoption of the June 4, 2019 Regular Board Meeting Minutes

7:02  2.  **Open forum (Limited to five minutes):** Guest introductions, unscheduled appearances, opportunity for public comment on non-agenda items

7:07  3.  **Consideration:** Adding Items to the Posted Agenda
In order to add an item to the agenda, it must fit one of the following categories:
   a)  A majority determination that an emergency (as defined by the Brown Act) exists; or
   b)  A 4/5ths determination that the need to take action that arose subsequent to the agenda being posted.

7:10  4.  **Consideration:** Moore Siphon Failure Emergency Repair and Replacement Project

7:20  5.  **Presentation:** floodSAFE Yolo 2.0

7:45  6.  **Directors’ Reports:** Report on meetings and conferences attended during the prior month on behalf of the District

7:50  7.  **Attorney’s Report:** Report on legal matters of concern to the District
7:55  8.  **General Manager’s Report**: Report regarding current general activities and projects of the District
   a) Operations, Maintenance, and Water Conditions
   b) Financial Report
   c) General Activities
   d) Upcoming Events

8:10  9.  **General Discussion**: Opportunity for clarification or additional information request

8:15  10.  **Consideration**: Consider the approval and the payment of bills

8:20  11.  **Closed Session**: Under Government Code Sections 54954.5(e) and 94957 – Public Employee Performance Evaluation
   Title: General Manager

8:40  12.  **Closed Session Report**: Report action and vote, if any taken, in Closed Session

8:45  13.  **Adjourn**

The public may address the Board concerning an agenda item either before or during the Board’s consideration of that agenda item. Public comment on items within the Board’s jurisdiction is welcome, subject to reasonable time limits for each speaker. Upon request, agenda items may be moved up to accommodate those in attendance wishing to address that item. Times listed for consideration of agenda items are approximate only. The Board may consider any agenda item at any time during the Board meeting.

I declare that the foregoing agenda was posted at the office of the Yolo County Flood Control & Water Conservation District, 34274 State Highway 16, Woodland, CA on June 28, 2019.

By: ____________________________________________________
    Christina Cobey, Administrative Assistant
MEETING DATE: July 2, 2019

SUBJECT: Consideration: Adoption of the June 4, 2019 Regular Board Meeting Minutes

INITIATED OR [ ] BOARD
REQUESTED BY: [X] STAFF
[ ] OTHER

ATTACHMENT [X] YES [ ] NO
[ ] INFORMATION
[ ] DIRECTION
[X] ACTION: [X] MOTION
[ ] RESOLUTION

BACKGROUND:
Pursuant to Section 54957.5 of the Brown Act, copies of the draft minutes are available to the public at the Board meeting prior to their approval.

Staff request the Directors call the Yolo County Flood Control & Water Conservation District (District) office if a correction is needed to be made to the draft minutes to clarify a substantial point or to correct content. Staff will then have time to make the appropriate change(s) and submit the revised draft for review to the Board and the public at the Board meeting.

RECOMMENDATION:
District staff recommend the adoption of the attached minutes with any corrections.
The regular meeting of the Board of Directors of the Yolo County Flood Control & Water Conservation District (District) was held at 7:00 p.m. on Tuesday, June 4, 2019, at its regular place of business, 34274 State Highway 16, Woodland, California. Chair Barth convened the meeting. The following people were in attendance:

District Board
Tom Barth, Chair
Mary Kimball
Jim Mayer
Bruce Rominger
Erik Vink

District Staff
Tim O’Halloran, General Manager
Max Stevenson, Assistant General Manager
Kristin Sicke, Assistant General Manager
Ryan Bezerra, Legal Counsel

Members of the Public
Christy Barton
Jim Barrett
John McKean
Dave Pratt

1. **CONSIDERATION: Approval of Minutes**

M/S/C approved the minutes of the May 14, 2019 regular Board meeting as submitted.

   Ayes: Directors Barth, Kimball, Mayer, and Rominger
   Noes: None
   Absent: Director Vink
   Abstain: None
2. OPEN FORUM
There were no comments.

3. CONSIDERATION: Adding Items to the Posted Agenda
There were no changes made to the agenda.

4. CONSIDERATION: Moore Siphon Failure Emergency Project
General Manager O’Halloran reported that the Moore Siphon had ruptured on the morning of May 30, 2019, and that the District had been in emergency repair mode for the last week.

Assistant General Manager Sicke reviewed the timeline of events and discussed the District’s process for shutting off Moore System deliveries and temporarily patching the Moore Siphon. Sicke reported on the permitting and engineering process for the replacement of the Moore Siphon.

District staff recommended the Board ratify the emergency declaration for repairing the Moore Siphon and adopt Resolution 19.03 Delegating Emergency Response Contract Authority to Staff. District staff also recommended the Board reaffirm General Manager O’Halloran to represent the District as needed for state and federal cost recovery, if available.

M/S/C ratified the emergency declaration for repairing the Moore Siphon and adopted Resolution 19.03 Delegating Emergency Response Contract Authority to Staff; and reaffirmed General Manager O’Halloran to represent the District as needed for state and federal cost recovery, if available.

Ayes: Directors Barth, Kimball, Mayer, Rominger, and Vink
Noes: None
Absent: None
Abstain: None

5. CONSIDERATION: Resolution to Nominate Kristin Sicke to ACWA Region 4 Board
General Manager O’Halloran recommended the Board adopt Resolution 19.04 to re-nominate Kristin Sicke to the Association of California Water Agencies (ACWA) Region 4 Board for the 2020-2021 term.

M/S/C adopted Resolution 19.04 Placing in Nomination Kristin Sicke as a Member of the Association of California Water Agencies Region 4 Board.

Ayes: Directors Barth, Kimball, Mayer, Rominger, and Vink
Noes: None
Absent: None
Abstain: None
6. **DIRECTORS’ REPORTS**
Director Rominger participated in the emergency Moore Siphon meeting the day that it ruptured. Director Rominger has also been in communication with the District on the sedimentation issue in Cache Creek and its impact to the District’s water quality.

Director Mayer participated in the Northern California Water Association’s Tour at the Gorrill Ranch.

Director Barth also participated in the emergency Moore Siphon meeting, and YSGA’s Capay Valley Management Area workshop in Guinda.

7. **ATTORNEY’S REPORTS**
Legal Counsel Bezerra left his report for the closed session item.

8. **GENERAL MANAGER’S REPORT**
General Manager O’Halloran provided reports on the following:
   a) Operations, Maintenance, and Water Conditions
   b) Financial Report Summary – Highlights from the May 31, 2019 financial statements report were quickly reviewed and the actual FY 2019/2020 Budget was compared to the projected FY 2019/2020 Budget.
   c) General Activities – A list of outreach activities and projects both in-house and coordinated with other agencies was reviewed.
   d) The following upcoming events were announced:
      1. June 5-6: Groundwater Resources Association of California’s Groundwater Sustainability Agencies’ Summit, Sacramento
      2. June 7: Meeting with Yocha Dehe Wintun Nation, Yolo County, and Wood Rodgers to Discuss Flooding in Madison, YCFC&WCD Boardroom
      3. June 10: NCWA Groundwater Task Force Meeting, Yolo County Farm Bureau
      4. June 14: NCWA Water Manager’s Meeting, RD 108
      5. June 17: WRA/YSGA Board of Directors’ Meeting, Woodland Senior & Community Center
      6. June 25: Yolo County Financial Oversight Committee Meeting, Woodland
      7. July 3: YSGA Working Group Meeting, YCFC&WCD Boardroom
      8. July 11: WRA Technical Committee Meeting, YCFC&WCD Boardroom
     10. September 8: Yolo Land Trust’s A Day in the Country Event, River Garden Farms
     11. December 3-6: ACWA’s 2019 Fall Conference & Exhibition, San Diego
9. **GENERAL DISCUSSION**
Director Rominger inquired what District staff planned to do to investigate the silt deposits in Cache Creek. O’Halloran reported that he planned to perform a helicopter investigation to identify whether there had been a recent landslide north of Rumsey. Rominger recommended staff also reach out to the local kayaking businesses and see if they have recently seen a landslide in the area.

10. **CONSIDERATION: Payment of Bills**
M/S/C approved the following claims for payment – Yolo County Flood Control & Water Conservation District Checks #057039–057042.
   - Ayes: Directors Barth, Kimball, Mayer, Rominger, and Vink
   - Noes: None
   - Absent: None
   - Abstain: None

11. **CLOSED SESSION**

12. **CLOSED SESSION REPORT**
Chair Barth reported that there was nothing to report on the closed session item at this time. In addition to the Board of Directors and General Manager, Assistant General Managers Stevenson and Sicke and Consultant Christy Barton were in attendance.

13. **ADJOURNMENT**
There being no further business to come before the Board, the meeting was adjourned.

_____________________________
Tom Barth, Chair

ATTEST:

_____________________________
Tim O’Halloran, Secretary
BACKGROUND:
On May 30, 2019, a rupture was discovered in the District’s Moore Siphon causing water deliveries to cease to the Moore System – the Alder, Moore, Maple, Ross, and South Fork Canals. District staff notified all water customers of the disruption in service and immediately began working to determine the scope of the problem and to identify an interim patch repair and a long-term solution. General Manager O’Halloran declared an emergency on May 30, 2019, and District staff notified state and federal agencies of the emergency activities for permitting the repair and replacement of the siphon.

Staff will provide an update on activities related to the Moore Siphon Emergency Project.

RECOMMENDATION:
District staff recommend the Board declare continuation of the emergency conditions related to the Moore Siphon Failure Emergency Repair and Replacement Project.
BACKGROUND:
As was discussed at the May 2019 Board meeting, discussions have been taking place between the County of Yolo (County) and the District regarding the floodSAFE Yolo program. The original program (that was active between 2007 and 2009) was a collaboration between the City of Woodland, County of Yolo, and the District.

With the region experiencing heavy rain events in January and February, it became apparent to the County’s Chief Administrative Officer that there is still a need to address the Western Yolo stormwater issues in a comprehensive, sustainable manner. Staff of both agencies have been discussing how best to address this need. The consensus that came out of these discussions, was that floodSAFE Yolo should be revived as a two-party agreement (between the County and the District).

A memorandum of understanding (MOU) that outlines the scope of work to be performed and what the respective obligations are for the two parties has been drafted and will be signed soon. This new MOU adheres very closely to the previous MOU and puts the District in the lead administrative role. It is the desire and goal of both parties that the District can in time become a sustainably funded regional flood management entity.

District staff will be heavily involved in this effort, but due to our limited human resources, we have engaged the services of Tom Trexler of MBK Engineers to be the Program Manager. Mr. Trexler has a strong background in developing multi-benefit projects and with District and County support, we should be able to make rapid progress in implementing this new program.

Mr. Trexler will provide an overview of the program to the Board. A copy of the draft MOU is included in this Board package. A signed MOU obligates the District to a one-
year effort and $100,000. This expenditure is included in the District budget that was adopted on May 14, 2019.

**RECOMMENDATION:**
This agenda item is for informational purposes only. No Board action is required.
MEMORANDUM OF UNDERSTANDING
FLOODSAFE YOLO 2.0 PROGRAM

This Agreement is entered into by and between the County of Yolo ("County") and Yolo County Flood Control and Water Conservation District ("District") and will take effect as of the last date on which each Party has executed this Agreement. Defined terms are set forth in Section 2 of this Agreement.

RECITALS

A. The Parties recognize that flood protection is important to the health, safety, and economic vitality of the Western Yolo County Region.

B. The Parties recognize the need for floodSAFE Yolo 2.0 to address flood protection issues in the rural areas of Western Yolo County that are not currently addressed by other flood control programs.

C. The Parties recognize that a regional approach to a flood protection solution is critical to success.

D. The Parties believe that a regional flood control entity, separate from the County, may best advance flood control planning/activities for the region in conjunction with efforts by responsible State agencies.

E. The Parties believe that while flood control is generally a State responsibility, local funding for flood control is critical to sustaining a focused, ongoing effort to improve regional flood protection, recognizing that successful projects can take decades to plan and implement.

F. The Parties have collaborated on regional water planning activities (such as formation of the Water Resources Association and development of a Storm Water Management Plan and an Integrated Regional Water Management Plan). The Parties each desire to collaborate regarding the investigation of flood control planning activities that would be in their mutual interest.

G. The Parties desire to provide in this Agreement authorization and cost-sharing for the District to develop the institutional, financial and legal framework for creating an ongoing flood management division within the District, to lead to a regional flood protection solution that provides appropriate levels of protection to urban and rural areas.

AGREEMENT

The Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated by reference.

2. Definitions. When used in this Agreement, the following terms will have the meanings set forth below:
   a. "Agreement" means this Agreement.
   b. "Authorized Expenses" means those expenses incurred by the District in utilizing employees, contracting with consultants and incurring other costs to implement a Task consistent with the approved Budget for the Task.
   c. "Budget" means the budget approved for a Task, which will include Authorized Expenses and the apportionment among the Parties of the responsibility for payment thereof.
   d. "CEQA" means the California Environmental Quality Act.
e. "Funds" means payments from the Parties to implement a Task consistent with the Budget.
f. "Parties" means the parties to this Agreement.
g. "Party" means one of the Parties.
h. "Party Representative" means the person identified in Section 3, below, who will be authorized to take actions under this Agreement on behalf of the - Party, until such time as the chief executive officer (or equivalent) notifies the District and the other Parties of a change in its Party Representative.
i. "Task" means a scope of work that the Parties have authorized the District to carry out in the manner provided for in this Agreement.

3. **Purpose of this Agreement.** The Parties intend that the District will have the latitude, authority, and responsibility to undertake those acts the District deems necessary, consistent with Exhibit 1, to establish ongoing flood management that will be successful, in collaboration with the County, in providing appropriate levels of flood protection for rural and urban areas. Consistent with this intention, this Agreement authorizes the District to implement the Task(s) described in Exhibit 1, which is incorporated herein by this reference. The scope of work and budget for the Task(s) are set forth in Exhibit 1 to this Agreement, which is incorporated herein by this reference. The Parties may amend a Task or authorize the District to carry out an additional Task(s) in the manner provided for in this Agreement.

4. In carrying out its duties under this Agreement, the District will comply with the legal requirements applicable to the District (including but not limited to bidding requirements and contracting procedures). The District will serve as lead agency under CEQA with respect to any activities to implement a Task that are subject to CEQA. The District will have the authority to take all actions the District reasonably determines are appropriate to implement a Task and pay Authorized Expenses that are consistent with the approved Budget.

5. **Actions of the Representatives of the Parties.** Each Party Representative will have authority to take action under this Agreement on behalf of the Party that he or she represents. The Party Representatives may take action under this Agreement at a meeting, during a telephone conference call, through electronic correspondence or other means approved by the Party Representatives, so long as each Party Representative was provided reasonable notice of the proposed action and a reasonable opportunity to participate in the consideration of the action item. The Party Representatives are as follows:
   - County: Chief Administrator, or designee
   - District: General Manager, or designee

6. **Actions Requiring Approval by All Parties.** Notwithstanding any contrary provision in this Agreement, the following actions will not be effective unless approved in writing by all of the Parties that would be affected by the action:
   a. Amendment of this Agreement, including but not limited to extensions of its Term.
   b. Addition of Parties. The terms and conditions applicable to a new party will be set forth in an amendment to this Agreement. The Parties may provide that a new party will be liable only for obligations that existed from or after the effective date of the action approving the new party.
   c. Approval or amendment of a Task.
d. Adoption or amendment of a Budget.

e. Termination of this Agreement or withdrawal of a Party.

7. **Withdrawal of a Party.** If a material breach of this Agreement occurs, the non-breaching Party will provide written notice of the breach and allow a reasonable opportunity for cure. If no cure happens within a reasonable amount of time, or if no cure is possible, then the non-breaching Party is entitled to withdraw from this Agreement without the consent of the other Party. In the absence of a material breach of this Agreement by one or more of the Parties, a Party may not withdraw from this Agreement without the consent of the other Party. A withdrawing Party will be responsible for its share of financial obligations consistent with the Budget approved by that Party and incurred under this Agreement prior to the effective date of withdrawal, unless otherwise agreed by the Parties.

8. **Funds.** The County will make payments to the District within ninety days of invoicing by the District, consistent with the approved Budget. The District will be authorized to use the Funds collected for a Task to pay Authorized Expenses for the Task. The District will provide an accounting to the County of all Funds received and expended under this Agreement, in accordance with the provisions of Government Code section 6505 and other applicable provisions of law. If this Agreement is terminated, all unexpended funds will be returned to the parties. Alternatively, if a party to this Agreement withdraws, it will be entitled to a return of any contributed amounts that have neither been expended as of the date of withdrawal nor earmarked for expenditures in connection with costs or debts incurred prior to the effective date of withdrawal.

9. **Privileges and Immunities.** All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation and other benefits that apply to the activity of officers, agents or employees of any of the Parties when performing their respective functions will apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents or employees of a Party will be deemed to be officers, agents or employees of any other Party. Nothing in this Agreement will be construed to create a partnership, joint venture, co-ownership, or agency relationship between the Parties.

10. **Term.** This agreement will terminate on December 31, 2020, unless otherwise extended in writing by the Parties prior to that date.

11. **Notices.** The time for providing any notices specified in this Agreement may be extended within the term of this Agreement with the consent of all Parties, confirmed in writing, without requiring an amendment to this Agreement. All notices and other communications required under this Agreement will be in writing, and will be deemed to have been duly given upon the date of service, if: (a) served personally on the Party to whom notice is to be given; (b) sent by electronic mail, and the Party to whom notice is to be given confirms receipt; or (c) on the third day after mailing, if mailed to the Party to whom notice is to be given by first-class mail, postage prepaid, and properly addressed to the designated representatives of the Party.

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12. **Signatories' Authority.** The signatories to this Agreement represent that they have authority to execute this Agreement and to bind the Party on whose behalf they execute this Agreement.

13. **Counterparts of this Agreement.** This Agreement may be signed in any number of counterparts by the Parties, each of which will be deemed to be an original, and all of which together will be deemed to be one and the same instrument. This Agreement, if executed in counterparts, will be valid and binding on a Party as if fully executed all in one copy.

14. **Reasonable Cooperation.** The Parties will reasonably cooperate with each other, including the execution of all necessary documents required to perform the obligations under this Agreement, and to carry out the purpose and intent of this Agreement.

15. **Construction and Interpretation.** This Agreement is entered into freely and voluntarily. This Agreement has been arrived at through negotiation, and each Party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

16. **Complete Agreement.** This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this Agreement among the Parties concerning the subject matter, and supersedes all prior negotiations, representations or agreement, either oral or written, that may be related to the subject matter of this Agreement.

17. **Waiver.** The waiver at any time by a Party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed a waiver with respect to any other default or matter.

18. **Remedies Not Exclusive.** The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by a Party of any remedy under this Agreement will be without prejudice to the enforcement of any other remedy.

19. **Binding on Successors.** The rights and obligations under this Agreement will be binding on the successors of the Parties. These rights may not be assigned without the written consent of the other Parties.

20. **Mutual Indemnification.** Each Party will indemnify, defend, protect and hold harmless the other Parties, and their respective officers, employees and agents from and against any and all liability, losses, claims, damages, expenses, demands and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of the respective Party's performance of its obligations under this Agreement and caused in whole or part by any negligent act or omission, willful misconduct or violation of law of or by the respective Party or its employees, agents or contractors. Any persons hired by the District pursuant to this Agreement will be considered to be solely District employees for all purposes. The Parties' respective obligations under this indemnification provision will survive the termination of this Agreement.
The foregoing is hereby agreed to by the Parties.

County:_________________________________

Attest:_________________________________

By:_______________________________

Patrick Blacklock
Yolo County Chief Administrative Officer

Dated:______________________________

Approved as to Form

By:_________________________________

Tim O’Halloran, General Manager
Yolo County Flood Control and
Water Conservation District

Dated:______________________________
EXHIBIT 1

TASK 1 Scope of Work and Budget

floodSAFE Yolo 2.0

floodSAFE Yolo 2.0 Program: The District will retain services of an experienced flood management professional and other support services as deemed appropriate. The District will use these resources in developing the institutional, financial and legal framework for creating an ongoing flood management division within the District. The initial funding will be provided by the participating entities for the period extending through December 31, 2020. This funding will allow for a focused effort to develop a long-term funding source and institutional framework for continuing regional flood management activities (implementation, maintenance and planning). Some of this funding will be used for implementation of specific projects. Other specific tasks are outlined below.

It is the expressed intention of the District and County that the floodSAFE Yolo 2.0 Program will inherently contain multi-benefit objectives that will include the following complimentary aspects of flood control projects and policies whenever possible.

- Ecosystem enhancement
- Enhance water supply
- Aquifer recharge and support to the Region’s Involvement with the Sustainable Groundwater Management Act (“SGMA”)
- Infrastructure improvements
- Improve surface water quality and groundwater quality
- Compatibility with Yolo County’s Habitat Conservation Plan/Natural Community Conservation Plan (“HCP/NCCP”)
- Compatibility with existing and reasonably foreseeable land uses
- Preserve community values

Funding: Each entity will contribute $100,000 per year for one year for a combined $200,000 over the term of this Agreement as Funds for this Task. Authorized Expenses under this Task will include the following:

1. Paying a salary for a contract employee(s) and/or consultant(s) (including salary, benefits and incidental office expenses).
2. Development and/or validation of flood maps, hydrological, climatological and other foundational information.
3. Engineering and legal work to develop an appropriate overall governance structure and/or assessment district(s) with defined zones of benefit.
4. Development of potential flood management solutions for the localized floodplain areas and develop justification and boundaries for the establishment of a benefit district.
5. Implementation of actual flood management work (e.g. identified waterway maintenance schedule).

By the conclusion of this one-year time period, the District and the County will attempt to identify or develop a sustainable funding source to implement continuing regional flood management activities (implementation, maintenance and planning).
Oversight: Daily and routine work of the contract employee or consultant will be overseen by the District. The District will provide the County with regular briefings and organize planning sessions. The District will prepare and provide to the County annual end-of-year (2019 & 2020) written reports on the activities to implement this Task.

Public Outreach: The District will coordinate with the Water Resources Association and the IRWMP program on general public outreach and information dissemination.