

SOLANO COUNTY WATER AGENCY



BOARD OF DIRECTORS MEETING

BOARD OF DIRECTORS:

Chair:
Director John D. Kluge
Solano Irrigation District

Vice Chair:
Supervisor Skip Thomson
Solano County District 5

Mayor Elizabeth Patterson
City of Benicia

Mayor Thom Bogue
City of Dixon

Mayor Harry Price
City of Fairfield

Director Ryan Mahoney
Maine Prairie Water
District

Director Dale Crossley
Reclamation District No.
2068

Mayor Ron Kott
City of Rio Vista

Supervisor Erin Hannigan
Solano County District 1

Supervisor Monica Brown
Solano County District 2

Supervisor Jim Spering
Solano County District 3

Supervisor John Vasquez
Solano County District 4

Mayor Pete Sanchez
City of Suisun City

Mayor Len Augustine
City of Vacaville

Mayor Bob Sampayan
City of Vallejo

GENERAL MANAGER:

Roland Sanford
Solano County Water
Agency

DATE: Thursday, August 9, 2018

TIME: 6:30 P.M.

PLACE: Berryessa Room
Solano County Water Agency Office
810 Vaca Valley Parkway, Suite 203
Vacaville

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **APPROVAL OF AGENDA**

4. **PUBLIC COMMENT**

Limited to 5 minutes for any one item not scheduled on the Agenda.

5. **CONSENT ITEMS** *(estimated time: 5 minutes)*

(A) **Minutes:** Approval of the Minutes of the Board of Directors meeting of July 12, 2018.

(B) **Expenditure Approvals:** Approval of the July 2018 checking account register.

(C) **Purchase Order for flood flow measurement equipment:** Authorize General Manager to purchase Sontek River Surveyor M9 streamflow measuring equipment, total cost not to exceed \$55,000.

(D) **Agreement Southwest Environmental Inc.:** Authorize General Manager to execute \$300,000 contract with Southwest Environmental Inc. for implementation of high-efficiency toilet (HETs) rebate program.

(E) **Purchase of used 2012 Kubota M9960 Utility Tractor:** Authorize General Manager to purchase used Kubota M9960 Utility Tractor for use on Lower Putah Creek, total cost not to exceed \$50,000.



6. **BOARD MEMBER REPORTS** *(estimated time: 5 minutes)*

RECOMMENDATION: For information only.

7. **GENERAL MANAGER'S REPORT** *(estimated time: 5 minutes)*

RECOMMENDATION: For information only.

8. **SOLANO WATER ADVISORY COMMISSION REPORT** *(estimated time: 5 minutes)*

RECOMMENDATION: For information only.

9. **STATE WATER PROJECT "TABLE A" ONE-YEAR WATER EXCHANGES WITH DUDLEY RIDGE WATER DISTRICT (DRWD) AND SANTA CLARA VALLEY WATER DISTRICT (SCVWD)** *(estimated time: 20 minutes)*

RECOMMENDATIONS:

1. Authorize General Manager to execute Agreement between Department of Water Resources (DWR), SCWA, and DRWD for exchange of up to 1,000 acre-feet of 2018 "Table A" water, on behalf of City of Vallejo.
2. Authorize General Manager to execute Letter of Understanding between SCWA and City of Vallejo memorializing SCWA's facilitation role in exchange of "Table A" water belonging to City of Vallejo, to DRWD and SCVWD.
3. Direct Water Policy Committee to formulate and recommend water exchange policy/principles for future water exchanges involving SCWA.

10. **UPDATE OF DIXON WATERSHED MANAGEMENT PLAN** *(estimated time: 10 minutes)*

RECOMMENDATION: Authorize General Manager to execute \$145,000 contract with West Yost Associates for update of Dixon Watershed Management Plan.

11. **LEGISLATIVE UPDATES** *(estimated time: 5 minutes)*

RECOMMENDATION:

1. Hear report from Committee Chair on activities of the SCWA Legislative Committee.

12. **WATER POLICY UPDATES** *(estimated time: 10 minutes)*

RECOMMENDATION:

1. Hear report from staff on current and emerging Delta and Water Policy issues and provide direction.

2. Hear status report from Committee Chair on activities of the SCWA Water Policy Committee.
3. Hear report from Supervisor Thomson on activities of the Delta Counties Coalition, Delta Protection Commission, and Delta Stewardship Council.
4. Hear report from Supervisor Vasquez on activities of the Delta Conservancy.
13. **CLOSED SESSION** Conference with Legal Counsel – Existing Litigation - Pursuant to Government Code § 54956.9)
Friends of Putah Creek v. Central Valley Flood Protection Board
Solano County Superior Court Case No. FCS051040
14. **TIME AND PLACE OF NEXT MEETING**

Thursday, September 13, 2018 at 6:30 p.m. at the SCWA offices.

The Full Board of Directors packet with background materials for each agenda item can be viewed on the Agency's website at www.scwa2.com.

Any materials related to items on this agenda distributed to the Board of Directors of Solano County Water Agency less than 72 hours before the public meeting are available for public inspection at the Agency's offices located at the following address: 810 Vaca Valley Parkway, Suite 203, Vacaville, CA 95688. Upon request, these materials may be made available in an alternative format to persons with disabilities.

AUG.2018.bod.agd

CONSENT ITEMS

**SOLANO COUNTY WATER AGENCY
BOARD OF DIRECTORS MEETING MINUTES**

MEETING DATE: July 12, 2018

The Solano County Water Agency Board of Directors met this evening at the Solano County Water Agency office in Vacaville. Present were:

Mayor Elizabeth Patterson, City of Benicia
Mayor Thom Bogue, City of Dixon
Mayor Harry Price, City of Fairfield
Mayor Ronald Kott, City of Rio Vista
Mayor Pete Sanchez, Suisun City
Mayor Len Augustine, City of Vacaville
Mayor Bob Sampayan, City of Vallejo
Supervisor Monica Brown, Solano County District 2
Supervisor John Vasquez, Solano County District 4
Supervisor Skip Thomson, Solano County District 5
Director Dale Crossley, Reclamation District 2068
Director John Kluge, Solano Irrigation District
Director Ryan Mahoney, Main Prairie Water District

CALL TO ORDER

The meeting was called to order at 6:30 p.m. by Chair Kluge.

APPROVAL OF AGENDA

On a motion by Mayor Bogue and second by Mayor Price the Board unanimously approved the agenda.

PUBLIC COMMENT

There were no public comments.

CONSENT ITEMS

On a motion by Supervisor Vasquez and a second by Mayor Sanchez the Board unanimously approved the following consent items:

- (A) Minutes
- (B) Expenditure Approvals
- (C) Quarterly Financial Reports
- (D) Revised Appropriation Limits for Fiscal Year 2004-2005 through Fiscal Year 2017-2018
- (E) Appropriations Limit for Fiscal Year 2018-2019

BOARD MEMBER REPORTS

There were no Board Member reports.

GENERAL MANAGER'S REPORT

There were no additions to the General Manager's written report included in the Board's July 12, 2018 meeting agenda packet.

SOLANO WATER ADVISORY COMMISSION

There was no verbal report, the minutes of the June 27, 2018 Solano Water Advisory Commission (SWAC) meeting were included in the Board's July 12, 2018 meeting agenda packet.

Mayor Patterson expressed disappointment over the “onerous” characterization of water conservation legislation (AB 1668, SB 606) in the June 27, 2018 SWAC minutes. SWAC chairman Felix Riesenberg, speaking on behalf of Fairfield, explained that while in concept, the new water conservation requirements associated with AB 1668 and SB 606 are reasonable, he and other water utility managers have serious concerns regarding the practicality of their implementation and more specifically, the cost of implementation water utilities will be forced to absorb.

Mayor Patterson, in reference to the June 27, 2018 SWAC minutes, requested additional information regarding ongoing discussions of the proposed Dudley Ridge Water District (DRWD) and the Santa Clara Valley Water District (SCVWD) one-year water exchanges, and expressed concern that the Water Agency lacks written policies regarding water exchanges. General Manager Roland Sanford agreed that written policies are needed and recommended the Board’s Water Policy Committee be assigned the task, but that because the proposed DRWD and SCVWD exchanges are time sensitive – must be completed before the end of 2018 or else not occur – and are “one-time” exchanges with significant financial benefits to the participating agencies, coupled with the likelihood that it could take 6 months to a year for the Water Policy Committee to formulate and for the Board to adopt relevant policy, he felt strongly that the DRWD and/or SCVWD should proceed and noted that a discussion of both proposed water exchanges is scheduled for the August 9, 2018 Board meeting.

ACCEPTANCE OF SWEENEY CREEK EASEMENTS FOR FLOOD CONTROL PURPOSES

On a motion by Mayor Sanchez and a second by Supervisor Brown the Board unanimously approved acceptance of the Sweeney Creek easements and authorized the General Manager to submit said easements to the Solano County Recorder’s office for recordation.

SUSTAINABLE GROUNDWATER MANAGEMENT ACT-DRAFT BASIN REPRIORITIZATION BY DEPARTMENT OF WATER RESOURCES

Staff discussed the implications of the Department of Water Resources’ (DWR) proposed groundwater basin reprioritizations, noting that the reprioritization of the Napa-Sonoma Lowlands basin would create significant financial obligations for both the City of Vallejo and Solano County. Staff observed that DWR, given the large number of groundwater basins in California, limited resources, and in at least some cases limited data, tended to be conservative in the evaluations and ultimately, reprioritizations – typically elevating rather than lowering basin priorities.

Staff noted that as discussed in the draft letters of opposition included in the July 12, 2018 Board meeting agenda packet, DWR’s recommended reprioritizations of the Napa-Sonoma Lowlands basin, from “low” to “medium”; and the Solano Sub-basin, from “medium” to “high” are based on limited and in some instances questionable data, and that based on the DWR analyses, both basins barely met the respective thresholds for being reprioritized from low to medium, in the case of the Napa-Sonoma Lowlands basin; and from medium to high in the case of the Solano Sub-basin.

On a motion by Supervisor Thomson and second by Supervisor Brown the Board unanimously approved, with Mayor Patterson abstaining, authorization for the General Manager to submit letters of opposition to DWR regarding the reprioritization for both the Solano Sub-basin and Napa-Sonoma Lowlands basin.

LEGISLATIVE UPDATES

There was no report, the Legislative Committee did not meet last month.

WATER POLICY UPDATES

1. General Manager Roland Sanford reported that last week the State Water Resources Control Board (SWRCB) released several documents pertaining to the ongoing update of the Bay-Delta Plan and that one of the documents, “Framework for the Sacramento-San Joaquin Delta update to the Bay-Delta Plan” was particularly relevant to the Water Agency, as it recommends reservoirs on the tributary streams of the Sacramento River bypass/release between 45 and 55 percent of their “natural” inflow to augment stream flows into and through the Delta. Mr. Sanford noted that implementation of the recommended reservoir bypass/release criteria could necessitate the release of additional water from Lake Berryessa – 15,000 to 50,000 acre –feet - which would adversely impact the reliability and/or amount of water currently allocated to the Solano Project water users.

He went on to explain that the Bay-Delta Plan update could easily take over 10 years to complete and is likely to incite significant litigation by many parties.

2. General Manager Roland Sanford reported that the Water Policy Committee met in June, and will meet again on July 23, at which time it is hoped that the committee will finalize its recommendations regarding SCWA's role in flood management.
3. Supervisor Thompson, referring to his report the prior month, in which he noted that a potential Brown Act violation occurred when the Metropolitan Water District of Southern California voted to provide funding for the twin tunnels project (CalWater Fix), held a second vote to presumably correct any potential Brown Act violation, and once again affirmed their decision to provide funding for the twin tunnels.
4. Supervisor Vasquez had nothing to report on activities from the Delta Conservancy.

CLOSED SESSION

The Board moved into Closed Session at 7:35 pm to conference with legal counsel regarding existing litigation: Friends of Putah Creek v. Central Valley Flood Protection Board-Solano County Superior Court Case No. FCS051040. The Board returned to open session at 8:06 pm. There were no reportable actions taken by the Board in Closed Session.

TIME AND PLACE OF NEXT MEETING

Thursday, August 9, 2018 at 6:30 p.m., at the SCWA offices in Vacaville

ADJOURNMENT

This meeting of the Solano County Water Agency Board of Directors was adjourned at 8:08 p.m.

Roland Sanford
General Manager & Secretary to the
Solano County Water Agency

**ACTION OF
SOLANO COUNTY WATER AGENCY**

DATE: August 9, 2018
SUBJECT: Expenditures Approval

RECOMMENDATIONS:

Approve expenditures from the Water Agency checking accounts for July, 2018.


FINANCIAL IMPACT:

All expenditures are within previously approved budget amounts.

BACKGROUND:

The Water Agency auditor has recommended that the Board of Directors approve all expenditures (in arrears). Attached is a summary of expenditures from the Water Agency's checking accounts for July, 2018. Additional backup information is available upon request.

Recommended: _____


Roland Sanford, General Manager

☐

Approved as
recommended

☐

Other
(see below)

☐

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next page

Modification to Recommendation and/or other actions:

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on August 9, 2018 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford
General Manager & Secretary to the
Solano County Water Agency

SOLANO COUNTY WATER AGENCY
Cash Disbursements Journal
For the Period From Jul 1, 2018 to Jul 31, 2018

Filter Criteria includes: Report order is by Check Number. Report is printed in Detail Format.

Date	Check	Name	Account	Line Description	Debit Amo	Credit Am
7/2/18	10177	MBK ENGINEERS	2020W 1010W	Invoice: 18-05-3868 MBK ENGINEERS	6,350.00	6,350.00
7/26/18	10178	MBK ENGINEERS	2020W 1020SC	Invoice: 18-06-3868 MBK ENGINEERS	8,149.50	8,149.50
7/2/18	31945	BSK ASSOCIATES	2020SC 2020SC 2020SC 1020SC	Invoice: A817714 Invoice: A817715 Invoice: A818630 BSK ASSOCIATES	720.00 2,440.00 780.00	3,940.00
7/2/18	31946	KEITH CALDWELL	2020SC 1020SC	Invoice: KEITH CALDWELL KEITH CALDWELL	692.00	692.00
7/2/18	31947	CBEC	2020N 1020SC	Invoice: 18-1010-1 CBEC	1,897.50	1,897.50
7/2/18	31948	CHAVEZ TRUCKING	2020SC 1020SC	Invoice: 6286 CHAVEZ TRUCKING	769.50	769.50
7/2/18	31948	CHAVEZ TRUCKING	2020SC 1020SC	Invoice: 6286 CHAVEZ TRUCKING	769.50	769.50
7/2/18	31949	DEPARTMENT OF WATER RESOURCES	2020SC 2020SC 2020SC 1020SC	Invoice: 18-284-V-MAY 2018 Invoice: 18-024-O JUL 2018 Invoice: 18-026-T JUL 2018 DEPARTMENT OF WATER RESOURCES	56,385.00 592.00 2,546,964.0	2,603,941.0
7/2/18	31950	HAUGHN & SON TIRE	2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 390334 Invoice: 390350 Invoice: 389723 Invoice: 389968 Invoice: 390336 HAUGHN & SON TIRE	1,285.16 2,478.33 290.10 270.10 2,460.33	6,784.02
7/2/18	31951	JEFFREY J JANIK	2020N 1020SC	Invoice: 0618-4 JEFFREY J JANIK	600.00	600.00
7/2/18	31952	CHARLES KARNOPP	2020SC 1020SC	Invoice: FCAC JUN 2018 CHARLES KARNOPP	36.45	36.45
7/2/18	31953	MECOM EQUIPMENT, LLC	2020SC 1020SC	Invoice: C57261 MECOM EQUIPMENT, LLC	154.73	154.73
7/2/18	31954	NORMANDEAU ASSOCIATES, INC.	2020SC 2020SC 1020SC	Invoice: 67271 Invoice: 67263 NORMANDEAU ASSOCIATES, INC.	31.50 9,730.08	9,761.58
7/2/18	31955	ORIT KALMAN	2020SC 1020SC	Invoice: 18-023 ORIT KALMAN	225.00	225.00
7/2/18	31956	PACIFIC ACE HARDWARE	2020U 1020SC	Invoice: K96958 Invoice: K96957 Invoice: 253367 Invoice: 253410 Invoice: 253522 Invoice: 253608 Invoice: 253755 Invoice: 253822 Invoice: 253866 Invoice: 254333 Invoice: 254389 Invoice: K00409 Invoice: K00483 Invoice: 254975 Invoice: K00540 Invoice: 255005 Invoice: 255004 Invoice: 255049 PACIFIC ACE HARDWARE	35.67 813.14 6.65 20.44 6.80 23.40 0.56 49.30 13.30 6.00 37.40 83.76 44.14 47.15 34.01 72.62 49.29 24.97	1,368.60
7/6/18	31956	PACIFIC ACE HARDWARE	2020U 2020U 2020U	Invoice: K96958 Invoice: K96957 Invoice: 253367	35.67 813.14 6.65	

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			2020U	Invoice: 253410		20.44
			2020U	Invoice: 253522		6.80
			2020U	Invoice: 253608		23.40
			2020U	Invoice: 253755		0.56
			2020U	Invoice: 253822		49.30
			2020U	Invoice: 253866		13.30
			2020U	Invoice: 254333		6.00
			2020U	Invoice: 254389		37.40
			2020U	Invoice: K00409		83.76
			2020U	Invoice: K00483		44.14
			2020U	Invoice: 254975		47.15
			2020U	Invoice: K00540		34.01
			2020U	Invoice: 255005		72.62
			2020U	Invoice: 255004		49.29
			2020U	Invoice: 255049		24.97
			1020SC	PACIFIC ACE HARDWARE	1,368.60	
7/2/18	31957	TERRY RIDDLE	2020SC	Invoice: FCAC JUN 2018	39.93	
			1020SC	TERRY RIDDLE		39.93
7/2/18	31958	ROBBEN RANCH	2020SC	Invoice: 01293	7,109.46	
			1020SC	ROBBEN RANCH		7,109.46
7/2/18	31959	SOLANO COUNTY PUBLIC WORKS DIVISIO	2020U	Invoice: 07043	2,198.28	
			2020U	Invoice: 07042	3,616.06	
			2020U	Invoice: 07044	10,063.49	
			1020SC	SOLANO COUNTY PUBLIC WORKS DIVISION		15,877.83
7/2/18	31960	SOROPTIMIST INTERNATIONAL OF WINTE	2020SC	Invoice: 2018_01	500.00	
			1020SC	SOROPTIMIST INTERNATIONAL OF WINTERS		500.00
7/2/18	31961	STATE WATER CONTRACTORS	2020SC	Invoice: FY 2018-2019	63,790.00	
			1020SC	STATE WATER CONTRACTORS		63,790.00
7/2/18	31962	STERLING MAY CO.	2020SC	Invoice: 106823	31.97	
			2020SC	Invoice: 106828	25.80	
			2020SC	Invoice: 107493	102.32	
			2020SC	Invoice: 108259	311.49	
			1020SC	STERLING MAY CO.		471.58
7/2/18	31963	STREAMWISE	2020SC	Invoice: LPCCCPROPI-2018-03	7,811.88	
			1020SC	STREAMWISE		7,811.88
7/2/18	31964	THE REGENTS OF THE UNIVERSITY OF CA	2020SC	Invoice: 20902-43	45,899.61	
			2020SC	Invoice: 01-49369887	1,069.25	
			1020SC	THE REGENTS OF THE UNIVERSITY OF CA		46,968.86
7/2/18	31965	IRMA ALLEN	2020SC	Invoice: IRMA ALLEN	1,000.00	
			1020SC	IRMA ALLEN		1,000.00
7/2/18	31966	ADAM ZELEN	2020SC	Invoice: ADAM ZELEN	49.97	
			1020SC	ADAM ZELEN		49.97
7/2/18	31967	WARREN'S WATER TRUCK SERVICE	2020SC	Invoice: 2193	250.00	
			1020SC	WARREN'S WATER TRUCK SERVICE		250.00
7/2/18	31968	CHAVEZ TRUCKING	2020SC	Invoice: 6286	551.00	
			1020SC	CHAVEZ TRUCKING		551.00
7/2/18	31969	SAM'S CLUB	2020SC	Invoice: 007654	17.35	
			2020SC	Invoice: 001350	276.88	
			2020SC	Invoice: 003806	105.78	
			1020SC	SAM'S CLUB		400.01
7/2/18	31970	SOLANO COUNTY FLEET MANAGEMENT	2020U	Invoice: JUN 2018	524.69	
			1020SC	SOLANO COUNTY FLEET MANAGEMENT		524.69
7/10/18	31971	ACWA JOINT POWERS INSURANCE AUTHO	2020SC	Invoice: 0562427	1,705.23	
			1020SC	ACWA JOINT POWERS INSURANCE AUTHORITY		1,705.23

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7/10/18	31972	BAY AREA WATER SUPPLY &	2020SC 1020SC	Invoice: PROP84 IRWM Q13 BAY AREA WATER SUPPLY &	111,312.00	111,312.00
7/10/18	31973	CH2M HILL	2020SC 1020SC	Invoice: 4071453 CH2M HILL	10,428.80	10,428.80
7/10/18	31974	CHEVRON AND TEXACO	2020SC 1020SC	Invoice: 53705964 CHEVRON AND TEXACO	2,338.71	2,338.71
7/10/18	31975	CITY OF NAPA WATER DIVISION	2020SC 1020SC	Invoice: PROP84 Q13 1.31.18 CITY OF NAPA WATER DIVISION	12,601.52	12,601.52
7/10/18	31976	CLEAN TECH ADVOCATES	2020N 1020SC	Invoice: JUL 2018 CLEAN TECH ADVOCATES	8,600.00	8,600.00
7/10/18	31977	TIAA BANK	2020SC 1020SC	Invoice: 5386710 TIAA BANK	1,135.17	1,135.17
7/10/18	31978	GHD, INC.	2020SC 2020SC 2020SC 1020SC	Invoice: 101616 Invoice: 101617 Invoice: 102444 GHD, INC.	5,181.50 8,289.25 6,523.75	19,994.50
7/10/18	31979	HOME DEPOT CREDIT SERVICE	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 9025887 Invoice: 9025889 Invoice: 9025886 Invoice: 9025888 Invoice: 7574151 Invoice: 5011273 Invoice: 5011274 Invoice: 2011802 Invoice: 8021037 Invoice: 8012434 Invoice: 6012720 HOME DEPOT CREDIT SERVICE	144.76 17.28 30.24 91.65 123.88 129.64 106.78 320.19 328.41 15.39 323.29	1,631.51
7/10/18	31980	INSTRUMART	2020SC 1020SC	Invoice: in544335 INSTRUMART	13,675.65	13,675.65
7/10/18	31981	KENNEDY/JENKS CONSULTANTS	2020SC 1020SC	Invoice: 122845 KENNEDY/JENKS CONSULTANTS	7,382.50	7,382.50
7/10/18	31982	M&M SANITARY LLC	2020SC 1020SC	Invoice: 520576 M&M SANITARY LLC	157.50	157.50
7/10/18	31983	NOR-CAL BEVERAGES CO. INC.	2020SC 1020SC	Invoice: 65639 NOR-CAL BEVERAGES CO. INC.	2,258.10	2,258.10
7/10/18	31984	PACIFIC ACE HARDWARE	2020U 2020SC 2020U 2020U 2020U 2020U 2020U 2020U 2020U 2020U 2020U 2020U 2020U 2020U 2020U 2020U 2020U 2020U 2020U 2020U 2020U 1020SC	Invoice: K96958 Invoice: K96957 Invoice: 253367 Invoice: 253410 Invoice: 253522 Invoice: 253608 Invoice: 253755 Invoice: 253822 Invoice: 253866 Invoice: 254333 Invoice: 254389 Invoice: K00409 Invoice: 254975 Invoice: K00483 Invoice: K00540 Invoice: 255005 Invoice: 255004 Invoice: 255049 PACIFIC ACE HARDWARE	35.67 813.14 6.65 20.44 6.80 23.40 0.56 49.30 13.30 6.00 37.40 83.76 47.15 44.14 34.01 72.62 49.29 24.97	1,368.60
7/10/18	31985	PALENCIA CONSULTING ENGINEERS	2020SC 1020SC	Invoice: 339 PALENCIA CONSULTING ENGINEERS	4,060.00	4,060.00
7/10/18	31986	PISANIS AUTO PARTS	2020SC 2020SC	Invoice: 796982 Invoice: 797421	86.05 4.35	

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			2020SC	Invoice: 797400	30.93	
			2020SC	Invoice: 797418		0.63
			2020SC	Invoice: 797372	67.18	
			2020SC	Invoice: 797413	278.68	
			2020SC	Invoice: 798140	150.12	
			2020SC	Invoice: 798139	37.71	
			2020SC	Invoice: 798315	182.33	
			2020SC	Invoice: 798507	5.34	
			2020SC	Invoice: 798509	77.48	
			2020SC	Invoice: 798437	345.68	
			2020SC	Invoice: 798444		2.04
			2020SC	Invoice: 800141	53.60	
			1020SC	PISANIS AUTO PARTS		1,316.78
7/10/18	31987	ROCK STEADY JUGGLING	2020SC	Invoice: 1301	1,250.00	
			1020SC	ROCK STEADY JUGGLING		1,250.00
7/10/18	31988	SHANDAM CONSULTING	2020SC	Invoice: 0630180228	1,837.50	
			1020SC	SHANDAM CONSULTING		1,837.50
7/10/18	31989	SOLANO COUNTY PUBLIC WORKS DIVISIO	2020U	Invoice: 07047	1,947.55	
			2020U	Invoice: 07048	26,843.03	
			2020U	Invoice: 07046	21,728.90	
			1020SC	SOLANO COUNTY PUBLIC WORKS DIVISION		50,519.48
7/10/18	31990	SOLANO RESOURCE CONSERVATION DIST	2020SC	Invoice: 7	11,350.50	
			1020SC	SOLANO RESOURCE CONSERVATION DISTRICT		11,350.50
7/10/18	31991	SONOMA RESOURCE CONSERVATION DIST	2020SC	Invoice: PROP84 RD 2 1.31.18	9,035.51	
			1020SC	SONOMA RESOURCE CONSERVATION DISTRICT		9,035.51
7/10/18	31992	SOUTHWEST ENVIRONMENTAL	2020SC	Invoice: 34997	14,530.00	
			1020SC	SOUTHWEST ENVIRONMENTAL		14,530.00
7/10/18	31993	JAMES SPERING	2020SC	Invoice: JUL 2018 EXEC COMM	100.00	
			1020SC	JAMES SPERING		100.00
7/10/18	31994	SUISUN VALLEY FRUIT GROWERS AS	2020SC	Invoice: 55523	14.37	
			2020SC	Invoice: 55674	18.13	
			2020SC	Invoice: 55812	322.77	
			2020SC	Invoice: 55807	271.92	
			2020SC	Invoice: 55964	238.49	
			1020SC	SUISUN VALLEY FRUIT GROWERS AS		865.68
7/10/18	31995	TERRA REALTY ADVISORS, INC.	2020SC	Invoice: 201807-13313	618.75	
			1020SC	TERRA REALTY ADVISORS, INC.		618.75
7/10/18	31996	THINKING GREEN CONSULTANTS	2020SC	Invoice: BAWMRP #16	4,563.00	
			1020SC	THINKING GREEN CONSULTANTS		4,563.00
7/10/18	31997	STEPHANIE HAM	2020SC	Invoice: STEPHANIE HAM	820.00	
			1020SC	STEPHANIE HAM		820.00
7/10/18	31998	CHRISTIE LAMMERT	2020SC	Invoice: CHRISTIE LAMMERT	540.00	
			1020SC	CHRISTIE LAMMERT		540.00
7/13/18	31998	CHRISTIE LAMMERT	2020SC	Invoice: CHRISTIE LAMMERT		540.00
			1020SC	CHRISTIE LAMMERT	540.00	
7/10/18	31999	DENNIS & CHERYL POWELL	2020SC	Invoice: DENNIS&CHERYL POWELL	50.00	
			1020SC	DENNIS & CHERYL POWELL		50.00
7/10/18	32000	JENNIFER SENATORE	2020SC	Invoice: JENNIFER SENATORE	50.00	
			1020SC	JENNIFER SENATORE		50.00
7/10/18	32001	VERIZON WIRELESS	2020SC	Invoice: 9809864379	2,297.24	
			1020SC	VERIZON WIRELESS		2,297.24
7/10/18	32002	WINTERS BROADBAND	2020SC	Invoice: 4293	1,240.00	
			2020SC	Invoice: 4985	595.00	

SOLANO COUNTY WATER AGENCY
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Date	Check	Name	Account	Line Description	Debit Amo	Credit Am
			1020SC	WINTERS BROADBAND		1,835.00
7/10/18	32003	ZONE 7 WATER AGENCY	2020SC 1020SC	Invoice: PROP 84 Q13 IRWM ZONE 7 WATER AGENCY	1,989.77	1,989.77
7/18/18	32004	A & L WESTERN AGRICULTURAL LABS	2020SC 1020SC	Invoice: 210746 A & L WESTERN AGRICULTURAL LABS	36.00	36.00
7/18/18	32005	ACWA JOINT POWERS INSURANCE AUTHO	2020SC 1020SC	Invoice: 04.01.18 - 06.30.18 ACWA JOINT POWERS INSURANCE AUTHORIT	4,257.41	4,257.41
7/18/18	32006	AMERICAN TOWER CORPORATION	2020SC 1020SC	Invoice: 2741174 AMERICAN TOWER CORPORATION	592.44	592.44
7/18/18	32007	CA DEPT OF FISH & WILDLIFE	2020N 1020SC	Invoice: 2017 MAINT FEE CA DEPT OF FISH & WILDLIFE	1,735.50	1,735.50
7/18/18	32008	CBEC	2020N 1020SC	Invoice: 18-1010-2 CBEC	360.00	360.00
7/18/18	32009	CHAVEZ TRUCKING	2020SC 1020SC	Invoice: 6577 CHAVEZ TRUCKING	570.00	570.00
7/18/18	32010	CINTAS CORPORATION	2020SC 1020SC	Invoice: 5011258817 CINTAS CORPORATION	128.43	128.43
7/18/18	32011	DALE CROSSLEY	2020SC 1020SC	Invoice: JUL 2018 BOD MTG DALE CROSSLEY	100.00	100.00
7/18/18	32012	DEPARTMENT OF GENERAL SERVICES	2020SC 1020SC	Invoice: 0000001131610 DEPARTMENT OF GENERAL SERVICES	100.00	100.00
7/18/18	32013	EYASCO, INC.	2020SC 1020SC	Invoice: 4640 EYASCO, INC.	12,632.50	12,632.50
7/18/18	32014	FASTENAL COMPANY	2020SC 1020SC	Invoice: CAVAC61225 FASTENAL COMPANY	307.91	307.91
7/18/18	32015	FM GRAPHICS	2020SC 1020SC	Invoice: 137372 FM GRAPHICS	2,240.62	2,240.62
7/18/18	32016	HAWKINS LAND SURVEYING	2020SC 2020SC 1020SC	Invoice: 1416 Invoice: 1432 HAWKINS LAND SURVEYING	4,360.00 1,615.00	5,975.00
7/18/18	32017	HERUM \ CRABTREE \ SUNTAG	2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 89117 Invoice: 89115 Invoice: 89116 Invoice: 89118 HERUM \ CRABTREE \ SUNTAG	265.20 1,795.20 331.50 495.21	2,887.11
7/18/18	32018	HOLT OF CALIFORNIA	2020SC 1020SC	Invoice: V4880303 HOLT OF CALIFORNIA	6,686.56	6,686.56
7/18/18	32019	INTERSTATE OIL COMPANY	2020SC 1020SC	Invoice: CL95278 INTERSTATE OIL COMPANY	973.96	973.96
7/18/18	32020	INTEGRATED ENVIRONMENTAL RESTORA	2020SC 2020SC 1020SC	Invoice: 72857 Invoice: 72856 INTEGRATED ENVIRONMENTAL RESTORATION	3,346.25 5,688.75	9,035.00
7/18/18	32021	KAISER FOUNDATION HOSPITAL	2020SC 1020SC	Invoice: SANDERS 9.5.17 KAISER FOUNDATION HOSPITAL	2,121.00	2,121.00
7/18/18	32022	JOHN D. KLUGE	2020SC 1020SC	Invoice: JUL 2018 BOD MTG JOHN D. KLUGE	100.00	100.00
7/18/18	32023	LORMAN EDUCATION SERVICES	2020SC 1020SC	Invoice: 3355328-1 LORMAN EDUCATION SERVICES	489.19	489.19

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SERVICES						
7/18/18	32024	LUHDORFF & SCALMANINI	2020SC 1020SC	Invoice: 33970 LUHDORFF & SCALMANINI	48,429.50	48,429.50
7/18/18	32025	RYAN MAHONEY	2020SC 1020SC	Invoice: JUL 2018 BOD MTG RYAN MAHONEY	100.00	100.00
7/18/18	32026	MCCORD ENVIRONMENTAL, INC.	2020SC 1020SC	Invoice: 24.02-10 MCCORD ENVIRONMENTAL, INC.	44,649.92	44,649.92
7/18/18	32027	NORMANDEAU ASSOCIATES, INC.	2020SC 1020SC	Invoice: 67262 NORMANDEAU ASSOCIATES, INC.	124.97	124.97
7/18/18	32028	ELIZABETH PATTERSON	2020SC 1020SC	Invoice: JUL 2018 BOD MTG ELIZABETH PATTERSON	133.25	133.25
7/18/18	32029	RECOLOGY VACAVILLE SOLANO	2020SC 1020SC	Invoice: 43083922 RECOLOGY VACAVILLE SOLANO	246.36	246.36
7/18/18	32030	REGIONAL GOVERNMENT SERVICES	2020SC 1020SC	Invoice: 8578 REGIONAL GOVERNMENT SERVICES	2,670.45	2,670.45
7/18/18	32031	BOB SAMPAYAN	2020SC 1020SC	Invoice: JUL 2018 BOD MTG BOB SAMPAYAN	127.25	127.25
7/18/18	32032	SOLANO IRRIGATION DISTRICT	2020SC 2020SC 1020SC	Invoice: 0006778 Invoice: 0006777 SOLANO IRRIGATION DISTRICT	294.26 15,197.31	15,491.57
7/18/18	32033	SOLANO COUNTY PUBLIC WORKS DIVISIO	2020U 2020U 2020U 2020U 2020U 1020SC	Invoice: 07051 Invoice: 07054 Invoice: 07053 Invoice: 07052 Invoice: 07058 SOLANO COUNTY PUBLIC WORKS DIVISION	2,587.57 25,895.91 29,141.96 6,748.64 16,884.04	81,258.12
7/18/18	32034	SOLANO RESOURCE CONSERVATION DIST	2020SC 1020SC	Invoice: 1243 SOLANO RESOURCE CONSERVATION DISTRICT	2,222.88	2,222.88
7/18/18	32035	SUISUN VALLEY FRUIT GROWERS AS	2020SC 2020SC 1020SC	Invoice: 304762 Invoice: 305189 SUISUN VALLEY FRUIT GROWERS AS	14.59 80.48	95.07
7/18/18	32036	SYAR INDUSTRIES, INC	2020SC 1020SC	Invoice: 694241 SYAR INDUSTRIES, INC	1,664.10	1,664.10
7/18/18	32037	TRACTOR SUPPLY CREDIT PLAN	2020SC 2020SC 2020SC 1020SC	Invoice: 100137160 Invoice: 300308906 Invoice: 300309734 TRACTOR SUPPLY CREDIT PLAN	270.54 309.36 251.98	831.88
7/18/18	32038	THE TREMONT GROUP, INC.	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 3050238 Invoice: 12145884 Invoice: 12145887 Invoice: 12145885 Invoice: 12145886 Invoice: 12145882 Invoice: 12145888 THE TREMONT GROUP, INC.	213.00 138.65 151.97 25.30 141.06 150.44 184.53	1,004.95
7/18/18	32039	CHRISTIE LAMMERT	2020SC 1020SC	Invoice: CHRISTIE LAMMERT CHRISTIE LAMMERT	540.00	540.00
7/18/18	32040	JOHN VASQUEZ	2020SC 1020SC	Invoice: JUL 2018 BOD MTG JOHN VASQUEZ	100.00	100.00
7/18/18	32041	VISION TECHNOLOGY SOLUTIONS, LLC DB	2020SC	Invoice: 37119	200.00	

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			1020SC	VISION TECHNOLOGY SOLUTIONS, LLC DBC		200.00
7/18/18	32042	WILSON PUBLIC AFFAIRS	2020SC	Invoice: 1009	3,500.00	
			1020SC	WILSON PUBLIC AFFAIRS		3,500.00
7/18/18	32043	WINTERS BROADBAND	2020SC	Invoice: 5706	595.00	
			1020SC	WINTERS BROADBAND		595.00
7/18/18	32044	YOLO COUNTY RCD	2020SC	Invoice: 19	16,616.23	
			1020SC	YOLO COUNTY RCD		16,616.23
7/26/18	32045	BRERETON ARCHITECTS	2020SC	Invoice: 36568	1,224.00	
			1020SC	BRERETON ARCHITECTS		1,224.00
7/26/18	32046	CALNET3	2020SC	Invoice: 000011632972	253.51	
			2020SC	Invoice: 000011633017	165.13	
			1020SC	CALNET3		418.64
7/26/18	32047	DEPT OF FORESTRY & FIRE PROTECTION	2020SC	Invoice: 152566	685.20	
			1020SC	DEPT OF FORESTRY & FIRE PROTECTION		685.20
7/26/18	32048	DEPARTMENT OF WATER RESOURCES	2020SC	Invoice: 18-024-O AUG 2018	567.00	
			2020SC	Invoice: 18-310-V JUN 2018	77,925.00	
			2020SC	Invoice: 18-026-T AUG 2018	448,562.00	
			1020SC	DEPARTMENT OF WATER RESOURCES		527,054.00
7/26/18	32049	FEDEX EXPRESS	2020N	Invoice: 6-250-26829	276.34	
			1020SC	FEDEX EXPRESS		276.34
7/26/18	32050	GARTON TRACTOR, INC.	2020SC	Invoice: CF11353	1,165.64	
			1020SC	GARTON TRACTOR, INC.		1,165.64
7/26/18	32050	GARTON TRACTOR, INC.	2020SC	Invoice: CF11353		1,165.64
			1020SC	GARTON TRACTOR, INC.	1,165.64	
7/26/18	32051	IN COMMUNICATIONS	2020SC	Invoice: 2018-42	6,405.00	
			1020SC	IN COMMUNICATIONS		6,405.00
7/26/18	32052	IRRIGATION KING	2020SC	Invoice: NUT TREE MITIGATION	3,530.28	
			1020SC	IRRIGATION KING		3,530.28
7/26/18	32053	JIM HANSEN AUTOMOTIVE	2020SC	Invoice: 29903	1,552.69	
			1020SC	JIM HANSEN AUTOMOTIVE		1,552.69
7/26/18	32054	LES SCHWAB TIRE CENTER	2020SC	Invoice: 67300146480	597.39	
			1020SC	LES SCHWAB TIRE CENTER		597.39
7/26/18	32055	LSA ASSOCIATES, INC.	2020SC	Invoice: 160765	14,900.00	
			1020SC	LSA ASSOCIATES, INC.		14,900.00
7/26/18	32056	MORGAN FENCE COMPANY, INC.	2020SC	Invoice: FENCE SUPPLIES	590.64	
			1020SC	MORGAN FENCE COMPANY, INC.		590.64
7/26/18	32057	NORMANDEAU ASSOCIATES, INC.	2020SC	Invoice: 67456	126.00	
			2020SC	Invoice: 67469	8,350.12	
			2020SC	Invoice: 67468	693.00	
			1020SC	NORMANDEAU ASSOCIATES, INC.		9,169.12
7/26/18	32058	PACIFIC GAS & ELECTRIC CO,	2020SC	Invoice: 6/11/18-7/10/18	1,514.81	
			1020SC	PACIFIC GAS & ELECTRIC CO,		1,514.81
7/26/18	32059	PALENCIA CONSULTING ENGINEERS	2020SC	Invoice: 338	9,787.50	
			1020SC	PALENCIA CONSULTING ENGINEERS		9,787.50
7/26/18	32060	PUTAH CREEK COUNCIL	2020SC	Invoice: APR-JUN 2018	50,845.98	
			1020SC	PUTAH CREEK COUNCIL		50,845.98
7/26/18	32061	SOLANO IRRIGATION DISTRICT	2020SC	Invoice: 0006787	32,066.44	
			1020SC	SOLANO IRRIGATION DISTRICT		32,066.44

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7/26/18	32062	SOLANO RESOURCE CONSERVATION DIST	2020SC 2020SC 1020SC	Invoice: 1260 Invoice: 1212 SOLANO RESOURCE CONSERVATION DISTRICT	6,365.35 5,670.42	12,035.77
7/26/18	32063	STANDARD INSURANCE COMPANY	2020SC 1020SC	Invoice: 006492990046AUG2018 STANDARD INSURANCE COMPANY	1,845.73	1,845.73
7/26/18	32064	STAPLES	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 2113320871 Invoice: 2115055011 Invoice: 2113145761 Invoice: 2118224851 Invoice: 2119960131 Invoice: 2120243741 STAPLES	67.02 189.44 135.48 151.62 62.37	102.71 503.22
7/26/18	32065	SUMMERS ENGINEERING, INC.	2020SC 1020SC	Invoice: 20875 SUMMERS ENGINEERING, INC.	189.58	189.58
7/26/18	32066	KATIE MARKEL	2020SC 1020SC	Invoice: KATIE MARKEL KATIE MARKEL	499.00	499.00
7/26/18	32067	UNAVCO, INC.	2020SC 2020SC 1020SC	Invoice: 001819 Invoice: 001824 UNAVCO, INC.	126.10 8,151.39	8,277.49
7/26/18	32068	VASQUEZ LANDSCAPING	2020SC 1020SC	Invoice: 10019 VASQUEZ LANDSCAPING	2,500.00	2,500.00
7/26/18	32069	WATERFLUENCE	2020SC 1020SC	Invoice: 299 WATERFLUENCE	1,425.00	1,425.00
7/26/18	32070	WILDLIFE SURVEY & PHOTO SERVICE	2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: SCWA_FY2017-18_11 Invoice: LPCCC-2017-18_12 Invoice: LPCCC-FY2017-18_11 Invoice: SCWA_FY2017-18_12 WILDLIFE SURVEY & PHOTO SERVICE	15,898.68 388.50 1,395.00 13,643.36	31,325.54
7/26/18	32071	WOOD RODGERS, INC.	2020SC 1020SC	Invoice: 119040 WOOD RODGERS, INC.	12,893.94	12,893.94
7/26/18	32072	GARTON TRACTOR, INC.	2020SC 1020SC	Invoice: CF11353 GARTON TRACTOR, INC.	948.39	948.39
7/2/18	EFT	CALPERS	2020SC 1020SC	Invoice: HEALTH JUL 2018 CALPERS	18,646.78	18,646.78
7/2/18	EFT	CALPERS	2020SC 1020SC	Invoice: 100000015348619 CALPERS	630.00	630.00
7/2/18	EFT	CALPERS	2020SC 1020SC	Invoice: 100000015348610 CALPERS	76,870.00	76,870.00
7/6/18	EFT	SAGE SOFTWARE, INC.	2020SC 1020SC	Invoice: 1004743572 SAGE SOFTWARE, INC.	2,232.78	2,232.78
7/5/18	EFT	CALPERS	2020SC 1020SC	Invoice: PPE 6.30.18 CALPERS	8,551.60	8,551.60
7/5/18	EFT	CALPERS	2020SC 1020SC	Invoice: PEPRA PPE 6.30.18 CALPERS	2,397.90	2,397.90
7/5/18	EFT	CALPERS	2020SC 1020SC	Invoice: SIP PPE 6.30.18 CALPERS	5,361.81	5,361.81
7/13/18	EFT	PAYCHEX, INC.	6111A 1020SC	FSA FARTICIPANT FEE JULY 2018 PAYCHEX, INC.	115.75	115.75
7/20/18	EFT	CALPERS	2020SC 1020SC	Invoice: PPE 7.14.18 CALPERS	9,080.50	9,080.50
7/20/18	EFT	CALPERS	2020SC 1020SC	Invoice: PEPRA PPE 7.14.18 CALPERS	2,530.00	2,530.00

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7/20/18	EFT	CALPERS	2020SC	Invoice: SIP PPE 7.14.18	5,413.46	
			1020SC	CALPERS		5,413.46
7/14/18	EFT	PAYROLL TAXES	2024A	EMPLOYEE LIABILITIES PPE 7.14.18	17,074.78	
			6012A	EMPLOYER LIABILITIES PPE 7.14.18	3,394.40	
			1020SC	PAYROLL TAXES		20,469.18
Total					<u>4,254,640.4</u>	<u>4,254,640.4</u>

**ACTION OF
SOLANO COUNTY WATER AGENCY**

DATE: August 9, 2018

SUBJECT: Purchase Order for Flood Flow Measurement Equipment

RECOMMENDATION:

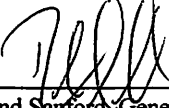
Authorize General Manager to purchase Sontek River Surveyor M9 streamflow measuring equipment.

FINANCIAL IMPACT:

Funding is included in the adopted FY 2018-2019 Capital Expenditure budget for this expense.

BACKGROUND:

The Water Agency operates and maintains streamflow gauging stations throughout the County and conducts flood studies, all of which – the streamflow gauging stations and flood studies - require streamflow measurements during flood events. The Water Agency currently lacks the equipment necessary to safely and accurately measure stream flows during flood events. Staff has selected Sontek because it is the only vendor whose equipment includes an integrated Acoustic Doppler Current Profiler with a Real Time Kinematic (RTK) system. Additional information about the Sontek River Surveyor M9 and its capabilities is attached.

Recommended: 
Roland Sanford, General Manager

☐

Approved as
recommended

☐

Other
(see below)

☐

Continued on
next page

Modification to Recommendation and/or other actions:

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on August 9, 2018 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford
General Manager & Secretary to the
Solano County Water Agency

ORDERED BY:

SOLANO COUNTY WATER AGENCY

810 VACA VALLEY PARKWAY

SUITE 203

VACAVILLE, CA 95688

U.S.A.

Voice: 707-451-6090

Fax: 707-451-6099

**PURCHASE
ORDER**

Purchase Order No.: A2018-227

Date Issued: 7/20/18

To:

SONTEK
9940 SUMMERS RIDGE ROAD
SAN DIEGO, CA 92121

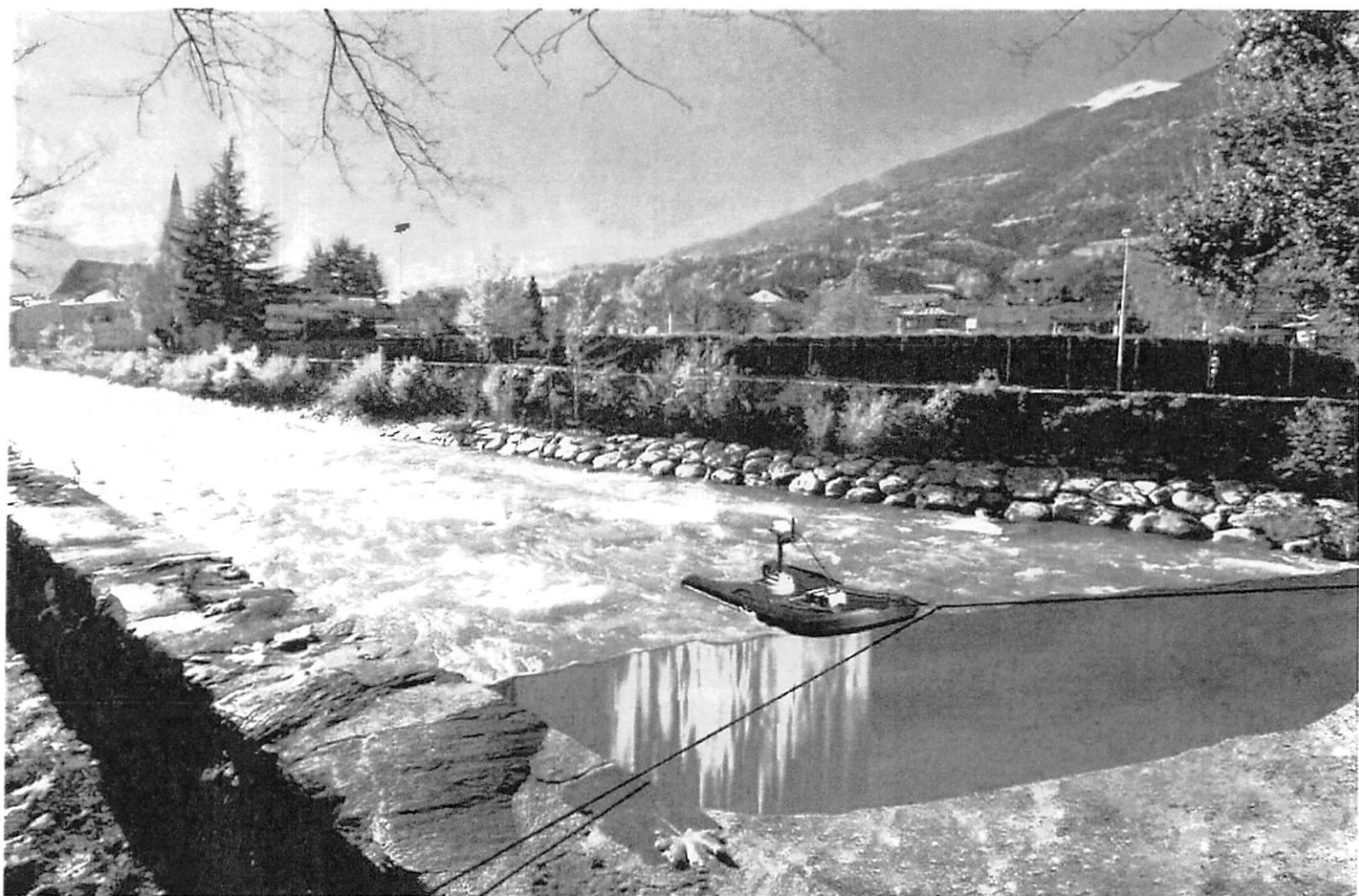
Ship To:

SOLANO COUNTY WATER AGENCY
810 VACA VALLEY PARKWAY
SUITE 203
VACAVILLE, CA 95688
U.S.A.

Good Thru	Ship Via	Account No.	Terms
8/19/18			Net 30 Days

Quantity	Item	Description	Unit Cost	Amount
1.00		RS-M9 RIVER SURVEYOR	24,640.00	24,640.00
1.00		10m POWER & RS232 SERIAL CABLE	580.00	580.00
1.00		PCM-RTK	19,285.00	19,285.00
1.00		SONTEK HYDROBOARD II/CARRYING CASE	2,900.00	2,900.00
1.00		TAX	3,851.66	3,851.66
1.00		SHIPPING	750.00	750.00
			TOTAL	\$52,006.66

Authorized Signature _____

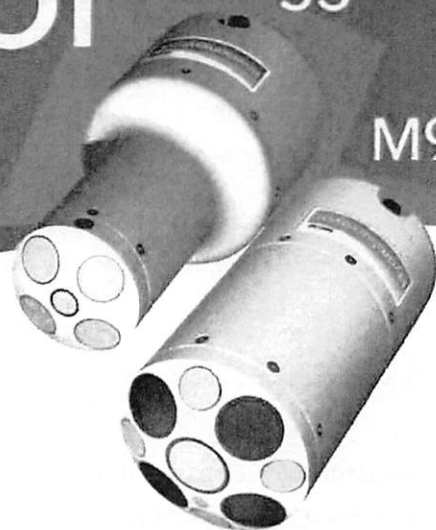


RiverSurveyor[®]

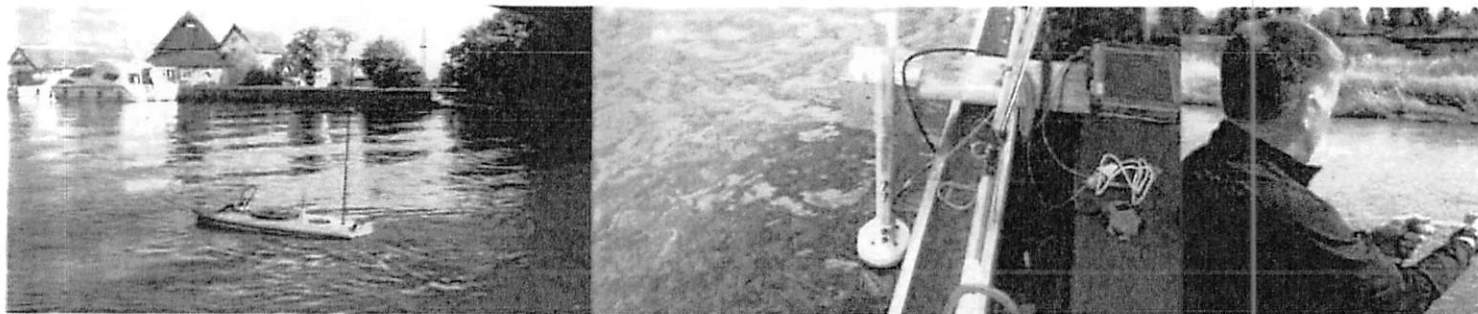
DISCHARGE, BATHYMETRY AND CURRENT PROFILING

S5

M9

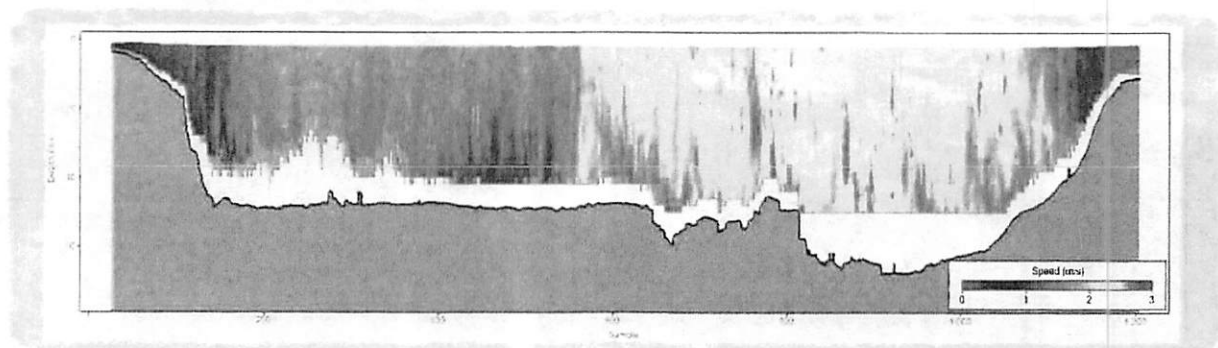


a xylem brand



Taken to Incredible Extremes.

The RiverSurveyor S5/M9 is a river discharge measurement system without the traditional limitations. Small, portable and easy to use, the patented and award-winning RiverSurveyor measures in extreme flood or drought situations within a single instrument, and without changing user settings. The results speak for themselves - the RiverSurveyor S5/M9 has revolutionized the way discharge is measured in rivers and canals.



"Meeting of the Waters" Amazon River near Manaus, Brazil

It's a SonTek exclusive - multiple acoustic frequencies with SmartPulseHD® make for the most robust and continuous shallow-to-deep measurements ever. An array of four deterministic microcontrollers expertly apportion the proper acoustics, pulse scheme, and cell size so you can focus on the measurement - not the instrument setup. The system even has a vertical beam for accurate channel definition and it's all designed to work intuitively. Slow to fast, shallow to deep, the RiverSurveyor S5/M9 handles it all on the fly.

Features	Benefits
Multi-band (Multiple acoustic frequencies) ^{1,2}	Balances the highest resolution with the greatest range of depths.
Vertical acoustic beam ¹	Superior channel definition for both bathymetric and discharge applications. Extends maximum discharge depth when bottom-tracking is out of range.
SmartPulseHD® ³	An intelligent algorithm that looks at water depth, velocity and turbulence, and then acoustically adapts to those conditions using pulse-coherent, broadband, and incoherent techniques. High-def cell sizes down to 2 cm.
Microprocessor computed discharge and secure data ¹	All discharge computations are simultaneously done both within the S5 or M9, and on the host computer. No lost data if communications drop out.
Standard 360° compass and two-axis tilt sensor	Compensates for vessel motion due to surface conditions.
Reverberation control with ping rates to 70Hz	High ping rates ensure extremely robust data collection.
Bottom-tracking	Acoustically track vessel speed over ground independent of DGPS. Also supplies redundant depth measurement.
RTK GPS (optional)	Ultra precise positioning as an alternative to bottom tracking in moving bed or other difficult situations.

¹RiverSurveyor technology patent number 8,125,849

²RiverSurveyor technology patent number 8,411,530

³Patent Pending

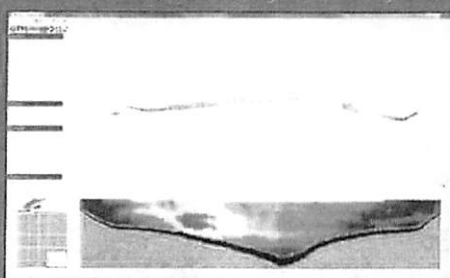


Display. Process. Analyze.

Exceed your expectations both during and after the measurement with the RiverSurveyor Live! software suite for both PC and mobile platforms. All programs take full advantage of SmartPulseHD and the intelligent software ensures no loss of data during telemetry dropouts. Easily switch between computer or mobile devices during mid-measurement. Several quality indicators and statistics with selectable graphics provide instant feedback on data collection. Multi-language support includes Afrikaans, Catalan, Chinese, English (UK & US), French, German, Hungarian, Italian, Japanese, Korean, Polish, Portuguese, Spanish and Turkish. Need your language? Let us know at inquiry@sontek.com.

Moving Boat

Standard with every system and used for underway measurements that calculate discharge from a moving vessel.

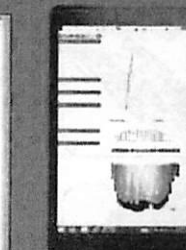
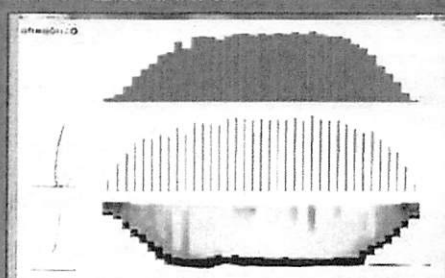


RiverSurveyor Live
Mobile Multi-language Display

- Enables you to efficiently transect from one bank to the other with a full contour plot of the water velocity profile and bottom bathymetry.
- View multiple data results (bottom-track, vertical beam, GPS-GGA, and GPS-VTG) simultaneously.
- Supports USGS Loop Correction Method and Stationary Moving Bed Analysis for moving bed conditions.

Stationary (Section-by-Section)

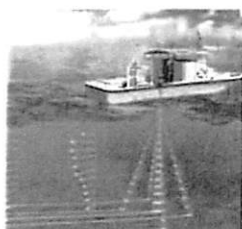
Optional add-on program that uses traditional USGS/ISO mid section or mean section methods.



RiverSurveyor Stationary Live
Mobile Display

- An alternative to moving boat method for highly turbulent areas or moving bed environments where GPS is unavailable.
- Supports discharge measurements through ice holes.
- Supports sections that are braided or have islands.

Get More Value.



The SonTek HydroSurveyor

Own a RiverSurveyor system, but need survey data as well? Upgrade your current M9 system and collect bathymetric, water column velocity profile, and acoustic bottom tracking data. The upgrade includes:

- Full water column velocity mapping,
- Exclusive 5-beam depth sounding
- Acoustic bottom tracking (for speed over ground when GPS is lost)
- Sound speed integration and interpolation (when using with the CastAway-CTD®)

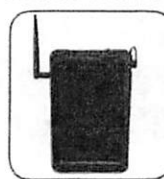


The SonTek HydroBoard II.

One of the great sources of error in an ADP discharge measurement is excessive and irregular speed. The HydroBoard II's sleek and sturdy design provides the user with the platform to achieve the controlled speed and tracking conducive to quality ADP discharge measurements.

A dive-resistant, flexible body design allows the HydroBoard II to be used anywhere from low velocity irrigation canals to high-velocity mountain streams. Every HydroBoard comes equipped with reinforced mounting hardware, perfect for securing your instrument during unpredictable conditions.

RiverSurveyor ACCESSORIES AND SPECIFICATIONS



Smartest Tablet
Running on a tablet available from SonTek, RiverSurveyor Live software makes one-man system operation simple.

(Model subject to change.)



Power/Communications Module (PCM)
The Power/Communications Module (PCM) for the S5/M9 operates on standard AA batteries⁵. It can be factory-configured with 2.4 GHz telemetry, SBAS-GPS, or RTK GPS.



RTK GPS
The optional SonTek RTK GPS³ solution is easy to use and offers an incredibly precise, fully integrated boat speed solution to augment, or be an alternative to, bottom tracking.



SonTek HydroBoard II
All-in-one, rugged and easy to transport, this dive-resistant design allows the RiverSurveyor to be used in challenging flow conditions.



HydroBoard II Bags
Ready to go where you are, these rugged bags are outfitted with shoulder straps and offer the perfect storage protection for the HydroBoard II.



Boat Mount
Delrin/aluminum fixture that is custom designed for the M9 or S5 to facilitate mounting over the side of a boat. (Attachment to boat not included.)



Trimaran
Contact SonTek for trimaran solutions to fit special applications.

Velocity Measurement		
Profiling Range (Distance)	0.06m to 5m	0.06m to 40m
Profiling Range ¹ (Velocity)	+/- 20 m/s	+/- 20 m/s
Accuracy ¹	Up to +/- 0.25% of measured velocity; +/- 0.2cm/s	Up to +/- 0.25% of measured velocity; +/- 0.2cm/s
Resolution	0.001 m/s	0.001 m/s
Number of Cells	Up to 128	Up to 128
Cell Size	0.02m to 0.5m	0.02m to 4m
Transducer Configuration	Five (5) Transducers;	Nine (9) Transducers;
	4-beam 3.0 MHz Janus at 25° Slant Angle;	Dual 4-Beam 3.0 MHz/1.0 MHz Janus at 25° Slant Angle;
	1.0 MHz Vertical Beam Echosounder	0.5 MHz Vertical Beam Echosounder
Depth Measurement		
Range	0.20m to 15m	0.20m to 80m
Accuracy	1%	1%
Resolution	0.001m	0.001m
Discharge Measurement		
Range with Bottom-Track	0.3m to 5m	0.3m to 40m
Range with RTK GPS or DGPS	0.3m to 15m	0.3m to 80m
Computations	Internal	Internal

S5/M9 Additional Specifications

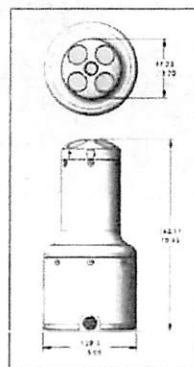
- Temperature Sensor
 - Resolution: $\pm 0.01^{\circ}\text{C}$
 - Accuracy: $\pm 0.1^{\circ}\text{C}$
- Compass/Tilt (Solid State Type)
 - Range: 360°
 - Heading Accuracy: $\pm 2^{\circ}$
 - Pitch/Roll: $\pm 1^{\circ}$
- Internal Recorder Size: 8GB
- Power/Communications
 - 12 - 18v DC
 - RS232 Communications
 - RS232 Serial GPS Input
 - Max Data Output Rate: 2 Hz
 - Internal Sampling Rate: Up to 70 Hz
- Physical/Environmental
 - Depth Rating: 50m
 - Operating Temperature: -5°C to 45°C
 - Storage Temperature: -20°C to 70°C

Power/Communications Module

- Batteries
 - Type: Standard AA batteries⁵
 - Average duration: 8 hours of continuous operation (6 hours with RTK GPS enabled)
- GPS Options
 - SBAS GPS Horizontal Accuracy²: $<1.0\text{m}$
 - RTK GPS Horizontal Accuracy²: $<0.02\text{m}$;
 - Vertical Accuracy $<0.04\text{m}$ ^{2,3}

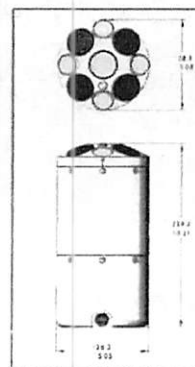
Range (Std.; 10 dBm)⁴ Range (High; 22dBm)⁴

- Base to Rover 1000 m 3000 m
- PC to Rover 450 m 1500 m
- Bridge to Rover 200 m 400 m



RiverSurveyor-S5

- Weight in Air: 1.1 kg (2.5 lb)
- Weight in Water: -0.3 kg (-0.7 lb)



RiverSurveyor-M9

- Weight in Air: 2.3 kg (5.0 lb)
- Weight in Water: -0.6 kg (-1.3 lb)

Please contact SonTek for accuracies better than 1%, or velocities $>10\text{ m/s}$.
¹Depends on multipath environment, antenna selection, number of satellites in view, satellite geometry, and ionospheric activity.
²Requires absolute RTK solution. Only available with HydroSurveyor.
³High power may not be available in all countries; all ranges with default 2 dB antenna and line-of-sight.
⁴Standard AA batteries are defined as alkaline or NiMH rechargeables, with a diameter up to 14.5mm.

xylem

Let's Solve Water

Founded in 1992 and advancing environmental science globally, SonTek manufactures acoustic Doppler instrumentation for water velocity measurement in oceans, rivers, lakes, harbors, canals, estuaries, industrial pipes and laboratories. SonTek's sophisticated and proprietary technology serves as the foundation for some of the most advanced in-situ flow data collection systems. SonTek is headquartered in San Diego, California, and is a division of Xylem Inc.

SonTek
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San Diego CA 92121
Tel +1 858 546 8327
Fax +1 858 546 8150
www.sontek.com

YSI, Inc.
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Xylem, Inc.
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Rye Brook, NY 10573
Tel +1 914 323 5700
Fax +1 914 323 5800
www.xylem.com

www.sontek.com

S05 03



Quote Number: B157199
Quote Date: 7/17/2018
Quote Expiration Date: 8/16/2018

Quotation Prepared For:

Solano County Water Agency
810 Vaca Valley Pkwy
Vacaville, CA 95688
(707) 451-6090

Submitted By:
Michael Sundman
(916) 500-1013
michael.sundman@xyleminc.com



Quote Number B157199

Proposal Summary

#	Product	Description	List Price	Discount %	Net Price	Qty	Ext. Price
1	RS-M9	RiverSurveyor M9. Portable nine-beam 3.0 MHz/1.0 MHz/0.5 MHz acoustic Doppler profiler/discharge measurement system intended for use from moving boats and other floating platforms in medium depth channels. System is provided in a 5 inch (13 cm) diameter Delrin housing and consists of a dual Janus configuration with four 3.0 MHz and four 1.0 MHz transducers for velocity measurement, one 500 kHz vertical acoustic beam for depth measurement, compass/2-axis tilt sensor, temperature sensor, and 16 GB recorder. Features bottom tracking, internal discharge calculation, RiverSurveyor Live! Windows software for real-time display of current profiles, water depth and computed discharge measurements, DGPS/RTK GPS interface, and integration of CastAway-CTD data for sound speed corrections. System also includes a power supply and plastic shipping case.	\$24,640.00	0.0 %	\$24,640.00	1	\$24,640.00
2	36-0001-010	10-m power and RS232 serial communications cable	\$580.00	0.0 %	\$580.00	1	\$580.00
3	PCM-RTK	2.4 GHz Telemetry / External Power / SonTek RTK GPS Module for remote data collection. Consists of Rover Unit in a waterproof enclosure containing a 2.4 GHz radio, SonTek RTK GPS receiver and 2.4 GHz radio link for communicating with RTK base station, (16) AA alkaline batteries, a 1-m cable for connection to S5, M9 or HydroSurveyor, 2.4 GHz USB radio for connecting to a customer-supplied computer, on-shore RTK GPS base station consisting of	\$19,285.00	0.0 %	\$19,285.00	1	\$19,285.00

Quote Number B157199

#	Product	Description	List Price	Discount %	Net Price	Qty	Ext. Price
		the RTK GPS receiver with external GPS antenna, 2.4 GHz radio with external antenna, (16) AA alkaline batteries, and a tripod.					
4	28-0108	SonTek Hydroboard II	\$2,600.00	0.0 %	\$2,600.00	1	\$2,600.00
5	24-0260	SonTek Hydroboard II soft carrying case	\$300.00	0.0 %	\$300.00	1	\$300.00

Subtotal: \$47,405.00

#	Product	Description	List Price	Discount %	Net Price	Qty	Ext. Price
1	45-0046	RiverSurveyor Stationary LIVE Firmware	\$2,000.00	100.0 %	\$0.00	1	\$0.00
2	370434-T	Equipment and Software Training at Customer Location - (Drivable 250 RT - Round Trip) May Include: - Up to 4 hours of on-site instrument and software training - Includes Xylem training materials/manuals Notes: 1) Assumes customer has appropriate training space and materials 2) Contact your Xylem rep for questions or other Training / Service options	\$1,545.00	100.0 %	\$0.00	1	\$0.00

Subtotal: \$0.00

Total List Price	\$50,950.00
Total Line Item Discounts	\$3,545.00
Total Net Price	\$47,405.00
Subtotal	\$47,405.00
Grand Total	\$47,405.00
Terms	Net 30
FOB	Origin

This pricing is Proprietary and Confidential information. Neither this document nor its contents may be revealed or disclosed to

Quote Number B157199

unauthorized persons or sent outside the institution without prior permission from Xylem Inc. This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <https://www.xylem.com/en-US/support/xylem-americas-standard-terms-and-conditions/> and incorporated herein by reference and made a part of the agreement between parties.

Quote Number B157199

Ordering Instructions:

Credit Card Reference This Quote Number	Call: (858) 546-8327
Purchase Order Include a Copy of Quote with PO	Email: orders@sontek.com Fax: 858-546-8150 Mail: SonTek Attn: Order Entry 9940 Summers Ridge Road San Diego, CA 92121

- All purchase orders should be accompanied with a copy of this quote or clearly reference the quotation number.
- All purchase orders should have a complete billing and complete shipping address on the purchase order.
- For order acknowledgement please provide email address to send updates on order. Email Address: _____
- Taxes and Tariffs are additional and are not included in the above pricing unless explicitly stated as a line item.
- Shipping charges are additional and are not included in the above pricing unless explicitly stated as a line item.
- Tax Exempt customers must include their Tax ID on their Purchase Order. Proof of Tax Exempt status may be required.

Business Information:

YSI Incorporated
Tax Identification #: 31-0526418
DUNS #: 004246716

Remit to Address for Orders:
Checks (Drawn on US Banks Only)
YSI Incorporated
PO Box 640373
Cincinnati OH 45264-0373

ACH (With ADDENDA Record)
US Bank NA
Cincinnati, OH 45202
Acct# 8506321; ABA# 042000013

**ACTION OF
SOLANO COUNTY WATER AGENCY**

DATE: August 9, 2018

SUBJECT: Agreement with Southwest Environmental Inc. for implementation of high-efficiency toilet (HETs) rebate program

RECOMMENDATION:

Authorize General Manager to execute Agreement with Southwest Environmental Inc. (SWE) for implementation of high-efficiency toilet (HETs) rebate program.

FINANCIAL IMPACT:

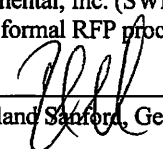
Sufficient funding (\$300,000) is included in the adopted FY 2018-2019 budget.

BACKGROUND:

The HETs rebate program offers Solano County CII (commercial, industrial and institutional) and qualifying low income customers the opportunity to replace older high water use toilets – at no cost - with new high-efficiency toilets (HETs). HETs use between 0.8 – 1.28 gallons per flush (gpf) compared to older toilets using 3.5 gpf or more. Studies have shown that implementation of a HETs installation program can save approximately 5,535 gallons per HETs annually, as compared to older, high water use toilets.

The Water Agency's HETs rebate program has been in place since 2007 and is patterned after similar programs implemented by the Regional Water Authority in Sacramento, Contra Costa Water District, Santa Clara Valley Water District, and San Francisco Public Utilities Commission as well as several water districts in Southern California. To date the program has resulted in the installation of 5,600 HETs in Solano County, a potential water savings of 30,600,000 gallons per year, and from a cost-benefit perspective, is proving to be one of the most efficient (water savings per dollar spent) water conservation programs offered by the Water Agency.

Southwest Environmental, Inc. (SWE) has previous experience with the Water Agency's HETs rebate program and was selected after a formal RFP process.

Recommended: 
Roland Sanford, General Manager

<input type="checkbox"/> Approved as recommended	<input type="checkbox"/> Other (see below)	<input checked="" type="checkbox"/> Continued on next page
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Modification to Recommendation and/or other actions:

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on August 9, 2018 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford
General Manager & Secretary to the
Solano County Water Agency

Name of Project: **High-Efficiency Toilet and Urinal Replacement Program, Phase II**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2018** is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and Southwest Environmental Incorporated, hereinafter referred to as "Contractor."

The Agency requires services for **installation of High-Efficiency Toilets and/or Urinals at Commercial, Industrial, and Institutional locations and in qualifying low-income residences in Solano County**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for **installation of High-Efficiency Toilets and/or Urinals at Commercial, Industrial, and Institutional locations and in qualifying low-income residences in Solano County**; as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$300,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Upon submission of an invoice by the Contractor, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month, up to the maximum amount provided for in paragraph 2 of this Agreement. Every invoice shall specify hours worked for each task identified in Exhibit A undertaken.

Each invoice shall be accompanied by a spreadsheet showing, by month, costs incurred to date for the project broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each task, budget amounts, total expended and remaining amounts. The spreadsheet shall show a subtotal for each fiscal year covered by the contract. Any amendments to the

contract shall be listed and incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

4. TIME OF PERFORMANCE

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2019** as directed by the Agency.

5. MODIFICATION AND TERMINATION

This Agreement may be modified or amended only by written instrument signed by the parties hereto, and the Contractor's compensation and time of performance of this Agreement shall be adjusted if they are materially affected by such modification or amendment.

Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance of nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing, by the Agency's General Manager.

This Agreement may be terminated by the Agency at any time, without cause, upon written notification to the Contractor. The Contractor may terminate this Agreement upon 30 days written notice to Agency.

Following termination by the Agency or the Contractor, the Contractor shall be reimbursed for all expenditures made in good faith in accordance with the terms of this Agreement that are unpaid at the time of termination.

6. INDEMNIFY AND HOLD HARMLESS

When the law establishes a professional standard of care for the Contractor's services, to the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Agency, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Contractor's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. The Contractor shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Contractor's performance or non-performance of the work hereunder, and shall not tender such claims to Agency nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

Other than in the performance of professional services, to the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Agency, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out of the performance of the work or furnishing of materials; including but not limited to, claims by the Contractor or Contractor's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of the Agency, its directors, officers, employees, or authorized volunteers.

7. INSURANCE

By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with such provisions before commencing the performance of the professional services under this agreement. Contractor and subcontractors will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.

Contractor will file with the Agency, before beginning professional services, certificates of insurance satisfactory to the Agency evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the Agency. Any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized volunteers shall not contribute to it. The general liability coverage shall give the Agency, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by the Agency. In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above.

If any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the Agency at least ten (10) days prior to the expiration date.

8. COMPLIANCE WITH LAW

The Contractor shall be subject to and comply with all federal, state and local laws and regulations applicable with respect to its performance under this Agreement, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment.

9. NOTICE

Any notice provided for herein are necessary to the performance of this Agreement and shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

AGENCY

Roland Sanford, General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Ste. 203
Vacaville, CA 95688

CONTRACTOR

Dale Chessher
Director of Operations
Southwest Environmental Inc.
11545 Sorrento Valley Road, Suite 315
San Diego, CA 92121

The parties have executed this Agreement the day and year first above written. If the Contractor is a corporation, documentation must be provided that the person signing below for the Contractor has the authority to do so.

Solano County Water Agency
a Public Agency

By: _____

Roland Sanford, General Manager
Solano County Water Agency

By: _____

Dale Chessler
Director of Operations
Southwest Environmental Inc.
11545 Sorrento Valley Road, Suite 315
San Diego, CA 92121

FOR SCWA USE ONLY

Contract Period: _____ to _____

File Number: _____

Account Manager: _____

G/L Account #: _____

Job Cost #: _____

Contract Type: _____

EXHIBIT A

SCOPE OF SERVICES

SWE (Southwest Environmental) shall implement the Solano HET/HEU Replacement Program for SCWA, providing and installing high quality High-Efficiency Toilets (HET(s)) and High-Efficiency Urinals (HEU(s)) at designated commercial sites. SWE shall provide the following services for the Program, in accordance with the project schedule, as described below.

1.0 Marketing

- 1.1 SCWA will provide SWE with a list of pre-approved customers to contact for participation. In addition, SCWA will assist SWE in marketing by providing website information and flyers describing the program with information about how to contact SWE.
- 1.2 SWE is encouraged to market the program and expedite meeting the program goals. However, all marketing materials must be reviewed and approved by SCWA prior to being undertaken. Targeted program participants will be limited to those listed in Section 2.2.

2.0 Customer Service

- 2.1 On-Call Customer Service: SWE shall receive all requests for participation and establish a local or toll-free number, to be staffed 8:00 a.m. to 5:00 p.m., Monday through Friday, except national holidays, and include an after-hours recorded message and emergency contact number. SWE representative(s) shall provide customers with the program eligibility requirements, HET technology and selection choices, and bilingual communication in Spanish, as necessary.
- 2.2 Verify Customer Eligibility for Program: SWE shall pre-inspect all sites and randomly inspect 20 toilets or 10% of the toilets (whichever is greater) at each site, to ensure all participants meet program eligibility requirements, including:
 - Participating commercial sites must be restaurants, wholesale businesses or retail businesses. Sites outside this requirement will be addressed on a case-by-case basis.
 - Existing toilets to be replaced must be 3.5 gallons per flush or greater. Replacement of toilets rated at 1.6 gallons per flush will be addressed on a case-by-case basis.
 - Participants must be in the Solano County Water Agency service area.

3.0 Permitting

- 3.1 SWE will purchase and secure all necessary plumbing permits, as required, from various city, county planning and building departments for proposed HET installations before work begins. In addition, Contractor shall schedule all final inspections, as required by city or county inspectors, in accordance with the permitting process outlined by that agency.

- 3.2 SWE shall provide SCWA with a copy of approved permit with final inspection, as necessary, as documentation of completed HET installations.

4.0 Plumbing Fixtures

- 4.1.1 Acceptable HET(s) shall meet American Society of Mechanical Engineers (ASME) Standards A112.19.2 and Version 1.2 of the WaterSense Specifications. Maximum Performance (MaP) Testing of more than 700 grams, will be considered higher quality and evaluated as such.
- 4.1.1 Ceramic water closet fixtures must conform to applicable requirements in ASME A112.19.2/CSA B45.1 and Version 1.2 of the WaterSense Specifications.
- 4.1.2 Stainless steel water closet fixtures must conform to applicable requirements in ASME A112.19.3/CSA B45.4
- 4.1.3 Water closet fixtures intended to be used with flushometer valves of varying consumption levels (e.g., 1.6 and 1.28 gpf) shall be marked with a dual-consumption or consumption range marking as indicated in ASME A112.19.2/CSA B45.1. Water closet fixtures shall not be marked with the words “or less” to indicate compatibility with flushometer valves of varying consumption levels

- 4.4 HET Bowl: Proposed bowls will be WaterSense labeled 1.28 gallons per flush or less. Toilet fixtures shall be marked in accordance with requirements in ASME A112.19.2/CSA B45.1 with the exception identified in Section 5.1.1 below.

- 4.5 HET Tank Internal Parts: Proposed internal toilet tank parts must be the manufacturer’s recommended flapper, flush valve, or pressure assist tank for each proposed HET, with the model numbers provided in the literature, so replacement parts can be easily purchased.

- 4.6 HET Toilet Seat: Proposed toilet seat must be the appropriate seat for the proposed toilet bowl, round seat for round bowl, elongated seat for elongated bowl, commercial seat for commercial bowl. Include make, model number and material the seat is made of.

- 4.7 HET Wax Ring or Neoprene Gasket: Must fit 3” and or 4” waste lines with ¼” to 2 ¼” bolt kit. Bolts are to be brass, double-nut, and include washers or similar, to fit proposed HET(s).

- 4.8 HET Water Supply Line: Must be a braided stainless steel (SS) water supply line.

- 4.3 SWE to offer all participants a choice between Pressure-Assist or Gravity Single or Dual Flush HET models to be installed.

- 4.4 SWE to install HETs with all accessory parts, including toilet seat, stainless steel water supply line, wax ring, and brass flange bolts. SWE to warranty all labor and materials used in the HET installations, and guarantee all HET installations are leak free and functioning correctly for a one year period from the installation date.

- 4.5 SWE to purchase and provide sufficient inventories of all HET fixtures and associated materials for all HET installations, including toilet seat, wax ring/bolts, water supply line,

and angle stop, as well as provide any necessary warehousing, staffing and recycling or disposal services.

- 4.6 Acceptable HEU(s) will meet American Society of Mechanical Engineers (ASME) Standards ANSI/ASME A112.19.2, and be WaterSense certified. All plumbing fixture size, design, mounting and installations shall meet the manufacturer's specifications, and all local, state, and federal plumbing codes, including ASME A112.19.2-2013/CSA B45.1-13 including Update No. 1 dated October 2013 and ASME A112.19.19-2006 (R2011) and/or the Uniform Federal Accessibility Standards (UFAS) www.access-board.gov/ufas-html/ufas.htm for all ADA installations.
- 4.7 Ceramic urinal fixtures must conform to ASME A112.19.2/CSA B45.1 requirements. The manufacturer shall specify a maximum flush volume (rated flush volume) of the flushing device or urinal fixture, which must be equal to or less than 0.5 gpf. The average maximum flush volume, determined through testing, shall not exceed 0.5 gpf.
- 4.8 Stainless steel urinal fixtures must conform to ASME A112.19.3/CSA B45.4 requirements. The manufacturer shall specify a maximum flush volume (rated flush volume) of the flushing device or urinal fixture, which must be equal to or less than 0.5 gpf. The average maximum flush volume, determined through testing, shall not exceed 0.5 gpf.

5.0 Installation Services

- 5.1 Professional Conduct: All fixture installations shall be performed by SWE licensed plumbing contractor(s) to the manufacturer's specifications, and shall meet all applicable codes and regulations.

Installation Scheduling: SWE shall accommodate customer's preference and needs in regards to scheduling and conducting fixture installation work, including pre-installation site visits Monday – Friday, between 8:00 a.m. and 5:00 p.m. Toilet pre-inspection and installation services are to be performed in a timely manner, within thirty (30) days from the customer's request for program participation to the fixture installation date, without extenuating circumstances by the customer.

SWE to work with the property owner/manager and provide required advanced "Notice to Tenants" of all work to be performed at their site; to work in a safe, courteous, and professional manner; and to clean up, removing all debris and materials from each site at the end of the work day.

- 5.2 Normal Site Conditions: Prior to performing any work, SWE shall pre-inspect each site to ensure Normal Site Installation Conditions exist at the site including:
- Measured static water pressure is not less than 35 psi and not more than 80 psi at the installation site
 - Measured dynamic water pressure at or above 30 psi at the installation site
 - Mounting surface (floor-toilet) is level and suitable to adequately support proper fixture installation
 - Existing toilets to be replaced are 3.5 gallons-per-flush or greater

- 5.3 All fixture size, design, and mounting heights shall meet ASME A112.19.2- 2003 for standard height installations, or the Uniform Federal Accessibility Standards (UFAS) www.access-board.gov/ufas for required ADA installations.
- 5.4 Abnormal Site Conditions: Sites not meeting the “Normal Site Conditions” are not eligible for the program. SWE shall inform the customer or owner’s representative in writing of the condition(s) that make the site ineligible. Any repairs necessary to make the site meet the Normal Site Condition criteria are NOT part of this project scope of work and are, therefore, NOT reimbursable by SCWA. A copy of all SWE correspondence to customers pertaining to Abnormal Site Conditions shall be submitted to SCWA on a monthly basis.
- 5.5 Warranty: SWE shall provide each participating customer a 12-month warranty on all parts and labor. SCWA reserves the right to withhold 2% retention of each monthly invoice until the end of the 12-month warranty period for each HET installation. At the end of the 12-month warranty period, the 2% retention will be returned to SWE, unless there are any unresolved warranty issues.
- 5.6 Professional Attire: SWE staff to wear shirts with SWE logo and identification badges to be easily recognized and identified by customers.
- 5.7 Safety: SWE staff to wear CAL/OSHA safety clothing and equipment while providing all installation services.

6.0 Toilet Recycling/ Disposal

- 6.1 SWE shall provide fixture recycling/disposal services for all removed plumbing fixtures and accessories including: collection, dismantling, hauling, and recycling or disposal.
- 6.2 SWE shall provide documentation (e.g. recycling or disposal receipts) which verifies the fixtures were recycled or disposed of. All recycling/disposal work shall be managed and conducted in a safe manner, observing all necessary employee safety measures.

EXHIBIT B

RATE OF COMPENSATION

Consultant and Contractor Fee Schedule between
Southwest Environmental Incorporated (SWE) ("Consultant") and
Solano County Water Agency ("Agency")

	Manufacturer	Description	Model	Cost	
				1-20	21+
Tank & Bowl Toilets	Western	Round Front 1.28gpf	822-HET	\$290.00	\$265.00
	Western	Elongated 1.28gpf	832-HET	\$300.00	\$275.00
	Western	ADA 1.28gpf	872-HET	\$330.00	\$305.00
	Western	10" rough-in tank	T5ULF-HET-10	\$40.00	\$40.00
	Western	Round Front 1.0gpf	722-HET	\$325.00	\$300.00
	Western	Elongated ADA 1.0gpf	772-HET	\$355.00	\$330.00
	Niagara	Stealth Round Front 0.8gpf	N7716	\$325.00	\$300.00
	Niagara	Stealth Elongated/ADA 0.8gpf	N7717	\$330.00	\$305.00
	Niagara	Stealth Backoutlet 0.95gpf	N7799	\$410.00	\$385.00
	Niagara	Stealth 10" Rough Combo 0.8gpf	N7726	\$335.00	\$310.00
	Zurn	Pressure Assist Round 1.0gpf	Z5576	\$350.00	\$325.00
	Zurn	Pressure Assist Elongated 1.0gpf	Z5561	\$360.00	\$335.00
	Zurn	Pressure Assist ADA 1.0gpf	Z5561	\$375.00	\$350.00
Commercial Flushvalve Toilets	Zurn	EcoVantage Wall Mount HET Flushometer 1.28	Z5615	\$410.00	\$385.00
	Zurn	EcoVantage Floor Mount HET Flushometer 1.28	Z5655	\$390.00	\$365.00
	Zurn	EcoVantage Floor Mount ADA Flushometer 1.28	Z5665	\$400.00	\$375.00
	Zurn	EcoVantage Small Urinal w/manual valve	Z5738-U	\$490.00	\$490.00
	Zurn	EcoVantage Large Urinal w/manual valve	Z5768-U	\$550.00	\$550.00
	Sloan	Manual HET Flushometer and HET Wall Hung	WETS	\$410.00	\$385.00
	Sloan	Manual HET Flushometer and HET Water Closet	WETS	\$390.00	\$365.00
	Sloan	Manual HET Flushometer and ADA HET Water	WETS	\$400.00	\$375.00
	Sloan	Small Urinal System w/manual valve	WEUS	\$490.00	\$490.00
	Sloan	Large Urinal System w/manual valve	WEUS	\$550.00	\$550.00
Other Fixtures	Niagara	Chrome Earth 1.5gpf Showerhead	N2915CH	\$7.50	\$7.50
	Niagara	Earth Handheld 1.5gpf Showerhead	N2945CH	\$20.00	\$20.00
	Niagara	Pressure-Compensated Sink Aerator 1.0gpm	N3210B-PC	\$3.00	\$3.00
	Niagara	Kitchen Aerator 1.5gpf	N3115P	\$4.50	\$4.50
	Niagara	Aerator 0.5gpm Needle Spray	N3205N	\$3.00	\$3.00
	None	Angle Stop	None	\$30.00	\$30.00
	None	Minor Flange Repair	None	\$30.00	\$30.00

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: August 9, 2018

SUBJECT: Purchase Used 2012 Kubota M9960 Utility Tractor for use on Lower Putah Creek

RECOMMENDATION:

Authorize the General Manager to purchase used 2012 Kubota M9960 Utility Tractor for total cost not to exceed \$50,000.

FINANCIAL IMPACT:

Total estimated cost, delivered: \$49,550. Funding for this purchase is included in the adopted FY 2018-2019 Water Agency budget.

BACKGROUND:

The Water Agency currently owns a 2013 model year Kubota M9960 4WD Utility Tractor (Kubota) that is dedicated to the Ulati Flood Control Project (UFCP). When not in use for the Ulati Project, the LPCCC has borrowed the Kubota for restoration projects on Lower Putah Creek. The Kubota is used on Lower Putah Creek for mowing, disking, loading compost and transplanting nursery stock with a shade tree transplanter. Because the "use seasons" for the UFCP and Lower Putah Creek restoration activities overlap, and the Kubota tractor has proven to be a valuable tool for restoration activities, the Water Agency budgeted for a second utility tractor to be dedicated to Lower Putah Creek and other activities not related to operation and maintenance of the UFCP. Staff located a used 2012 Kubota M9960 Utility Tractor in good condition, with low (1,000) hours, for \$49,550 (total cost includes delivery), about half of the cost of new model year tractor.

Recommended: 

Roland Sanford, General Manager

☐

Approved as
recommended

☐

Other
(see below)

☐

Continued on
next page

Modification to Recommendation and/or other actions:

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on August 9, 2018 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford
General Manager & Secretary to the
Solano County Water Agency

SOLANO COUNTY WATER AGENCY

MEMORANDUM



TO: Board of Directors

FROM: Roland Sanford, General Manager

DATE: August 3, 2018

SUBJECT: August 2018 General Manager's Report

I am pleased to report that Zach Hyer, a former Water Agency intern, has accepted the Water Agency's Water Resources Technician Position that oversees the "on-the-ground" invasive mussel inspection program at Lake Berryessa. Zack is a former Platoon Sergeant in the U.S. Army and among other things, supervised decontamination of military vehicles (removal of non-native plant and animal species) prior to their return to the United States.

At the July Board meeting staff, members of the Solano Water Advisory Commission, and Board members discussed the implications of recent water conservation legislation (AB 1668 – Friedman, SB 606 – Hertzberg) signed into law by Governor Brown. Additional background information provided by Mayor Patterson - "Unpacking California's New Water Efficiency Legislation: What Does it Mean for Urban Water Suppliers?" – is attached.





(<https://waternow.org/>)

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(<https://waternow.org/member-login/>)

Unpacking California's New Water Efficiency Legislation: What Does It Mean for Urban Water Suppliers?

by Caroline Koch (<https://waternow.org/author/ckoch/>) | WNA Blog
(<https://waternow.org/category/wna-blog/>)



(https://i0.wp.com/waternow.org/wp-content/uploads/2018/06/LCW_final-7.jpeg?ssl=1) Last week Governor Brown signed two companion bills to put California on the path to greater water use efficiency in light of climate change and the reality that water utilities are facing a "new normal." These bills – SB 606 (Hertzberg) and AB 1668 (Friedman) – grew out of the Governor's 2016 [Executive Order](#)

(https://www.gov.ca.gov/wp-content/uploads/2017/09/5.9.16_Attested_Drought_Order.pdf) about Making Water Conservation a California Way of Life, and a yearlong stakeholder process that resulted in an implementing [Framework for the Executive Order](#) (<https://www.water.ca.gov/-/media/DWR-Website/Web-Pages/Water-Basics/Conservation-Tips/Files/Publications/Making-Water-Conservation-a-California-Way-of-Life.pdf>) in April 2017. Although much of the Framework structure was retained, the plan shifted and evolved during the legislative debate.

To provide a bit of clarity now that the bills have become law, this blog takes a look at what these new laws will do, what they won't do, and a few key take-aways for urban water suppliers.

What Will the Water Efficiency Legislation Do?

Together, the bills create a new structure for water suppliers to develop water efficiency strategies tailored to their circumstances and needs by relying on the expertise and authority of local decision makers. The statutes are complex, but the key elements most relevant to urban suppliers can be summarized as follows:

- Urban retail water suppliers will develop "annual urban water use objectives" for their service areas.

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- The water use objectives will be based on a formula including an indoor residential water use efficiency standard set by the Legislature, an outdoor landscape standard based on local conditions, and a leak loss standard, as well as other components.
- Urban retail water suppliers will implement performance measures to increase water use efficiency among their commercial, industrial, and institutional consumers (CII) by educating those users regarding best management practices or conducting water use audits, among other things.
- Water providers will need to meet a number of new planning and reporting requirements, but the central change is a new requirement to establish drought contingency plans as part of their Urban Water Management Plans.
- The State Water Resources Control Board (State Board) and the Department of Water Resources (DWR) are charged with providing technical assistance of various kinds and developing regulations to implement these new programs.

I'll be preparing a detailed outline of the new rules, changes to reporting requirements, opportunities for public comment, and relevant deadlines that will be available in WaterNow's [member portal](https://waternow.org/member-portal) (<https://waternow.org/member-portal>) within the next few weeks. In the meantime, I've provided a quick summary of the key elements and deadlines below.

What is an Urban Water Use Objective?

An "urban water use objective" represents the total amount of efficiently used water that an urban water supplier would deliver within its service area over a year – think of it as a water budget. These objectives will be developed by water providers for their service areas based on 5 primary components:

- Total estimated efficient indoor residential water use;
- Total estimated efficient outdoor residential water use and CII water use;
- Total estimated efficient water losses from leaks;
- Approved variances (if any); and
- Credits for qualifying potable reuse (if applicable).

In other words, a water provider's water use objective will be the sum of its indoor residential, outdoor residential, and CII water uses, as well as water loss estimates. Where applicable, variances and potable reuse credits will be added to this total. Once established, the service provider can take actions or implement strategies it deems most appropriate to ensure that it is able to keep its overall water use within that objective.

Since this is a new way of thinking for many, and there are various complicated elements, the legislation provides time for implementation. Initial water use objectives do not need to be calculated and reported to DWR and the State Board until November 1, 2023, and annually by November 1 thereafter.

Once calculated, water suppliers will compare their urban water use objectives to their actual water use. That comparison will help determine whether the community is using its water efficiently. The idea behind this is to put local urban water suppliers in a better position to identify and help eliminate waste and unnecessary water use.

How Is an Urban Water Use Objective Calculated?

DWR and the State Board will be developing guidelines and methodologies on how to calculate urban water use objectives by October 2021. This will be done pursuant to a broad public process. The 5 key components of this calculation are detailed below

- 1) The Indoor Residential Standard

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In SB 606 and AB 1668, the Legislature established the indoor residential standard itself (rather than delegating this task to the agencies). The standard evolves over time somewhat:

- 55 gallons per capita per day (GPCD) until January 1, 2025;
- 52.5 GPCD between January 2, 2025, and January 1, 2030; and
- 50 GPCD after January 1, 2030.

Current law establishing 55 GPCD as a "provisional standard" has been in place since 2011 (http://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=WAT§ionNum=10608.20). DWR and the State Board may not revise these standards to be more stringent; only the Legislature may do so.

2) The Outdoor Standard

Unlike the indoor standard, the Legislature authorized DWR and the State Board to jointly develop efficiency standards for outdoor water use. Their deadline for doing so is October 2021. The outdoor efficient use standards will apply to *irrigable* landscapes (vs outdoor areas that are currently *irrigated*).

The bills direct DWR to provide water suppliers with data on the area of residential irrigable lands that should be included in their "total estimated efficient outdoor residential water use." The concept here is to relieve suppliers of having to use their own resources to make this determination, but they may do so and are not required to use the data provided by DWR so long as certain criteria are met. DWR must have this information available for utilities by January 2021. DWR will also establish long-term standards for the efficient CII water use by June 30, 2022. The outdoor standards will incorporate the principles of the Model Water Efficient Landscape Ordinance and include provisions for swimming pools, spas, and other water features.

3) The Efficient Water Losses Standard

DWR will also set long-term standards for efficient water losses by June 30, 2022. For urban retail water suppliers, this standard will be based on the State Board's existing obligation to adopt regulations setting performance standards for urban retail water suppliers' volume of water losses under SB 555 (https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB555) (enacted in 2015).

4) Variances

Recognizing that some water providers are subject to special and unique circumstances, e.g., significant fluctuations in seasonal populations, the new bills provide for a "variance" procedure. This procedure allows water providers to petition the State Board for an adjustment in how they calculate their urban water use objective. Any adjustments would follow the State Board's usual public process allowing for public review and comment.

5) Potable Reuse/Recycling

The legislation also includes a "credit" for qualifying potable reuse in the water use objective calculation. This is intended to avoid disincentivizing investments in potable reuse. In particular, it allows an urban retail water provider to exceed its urban water use objective by up to 10% or 15% depending on when the recycling facility comes online.

Urban water suppliers that deliver potable reuse water from an "existing facility" may receive a 15% credit towards their efficiency objective. An "existing water recycling facility" is a facility that has a certified Environmental Impact Report by January 1, 2019, and begins producing recycled water suitable for potable reuse by January 1, 2022, i.e., a facility with existing plans and investment. Urban water suppliers bringing recycling facilities online after that time may receive a 10% credit.

When Does an Urban Water Use Objective Become an Enforceable Requirement?

The efficiency legislation provides a "glide path" to compliance to allow for the shift in approach embodied in the bills. The below table summarizes the key elements of the compliance schedule. Notably, no penalties may be imposed for non-compliance until November 2027.

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Earliest Date Action Can Take Place	SWRCB Action	Basis for SWRCB Action	Required Remedy and/or Penalty
June 2018-Nov. 2023	None Authorized	n/a	n/a
Nov. 2023	Informational Orders	Issued to an urban retail water provider informing them that it is not meeting its water use objective.	No action required No penalties
Nov. 2024	Notices of failure to meet urban water use objective	Issued to an urban retail water provider informing them that it is not meeting its water use objective or making reasonable progress.	May request the supplier to address areas of concern in its next annual report No penalties
Nov. 2025	Conservation Order	Issued to an urban retail water provider informing them that it is not meeting its water use objective or making reasonable progress.	May include measures designed to assist a provider in reaching its objective including but not limited to: referral to DWR for tech assistance and/or requirements that the provider conduct various outreach and educational efforts No penalties
Nov. 2027	Orders and regulations authorized by SB 606 and AB 1668	Issued to an urban retail water provider that has violated an order issued by the SWRCB for failing to meet the water use objective or violates a SWRCB water efficiency regulation.	May be liable for fines of \$1,000 per day and up to \$10,000 per day if the violation occurs during emergency drought conditions

What Won't the Water Efficiency Legislation Do?

Principally, the bills do not mandate one-size-fits-all water conservation or efficiency programs. Local water utilities will retain control over how best to operate their systems in order to meet water use objectives specifically tailored to their communities. I've listed here a few other things the legislation will not do, although this is not intended to be comprehensive:

- The "urban water use objectives" will not be developed in a vacuum. They will be based on local populations, climate, and conditions.
- Nothing in the water efficiency legislation changes existing water rights.
- The new legislation does not dictate specific water conservation measures or limit choice of water supply. Rather, CII performance measures will be developed with stakeholder input and nothing in the new laws specify how local water suppliers choose their local supply mixes.

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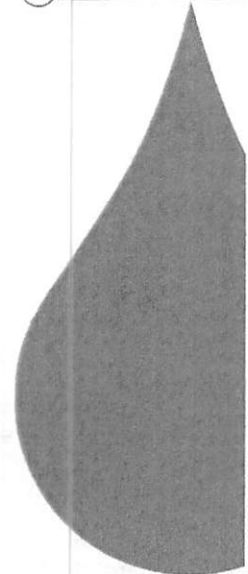
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**REPORT OF CONSTRUCTION CHANGE ORDERS AND
CONTRACTS APPROVED BY GENERAL MANAGER UNDER
DELEGATED AUTHORITY**

Construction Contract Change Orders (15% of original project costs or \$50,000, whichever is less) - none

Construction Contracts (\$30,000 and less) - none

Professional Service Agreements (\$30,000 and less) -

Jeff Janik – NBA Phytoplankton Monitoring - \$18,000

Laugenour and Meikle – Land Surveying - \$20,000

KUIC Radio – Public Outreach - \$20,000

Putah Creek Council – Public Outreach and Education - \$10,000

Santa Clara Valley Habitat Agency – HCP Legislation Coord. - \$5,000

The Ecology Center – Laundry to Landscape Workshops - \$10,000

Thinking Green Consultants – Solano Smart Controller Program - \$25,000

Non-Professional Service Agreements (\$30,000 and less) -

Construction contracts resulting from informal bids authorized by SCWA Ordinance- none

Note: Cumulative change orders or amendments resulting in exceeding the dollar limit need Board approval.

**ACTION OF
SOLANO COUNTY WATER AGENCY**

DATE: August 9, 2018

SUBJECT: State Water Project "Table A" One-Year Water Exchanges with Dudley Ridge Water District (DRWD) and Santa Clara Valley Water District (SCVWD)

RECOMMENDATION:

1. Authorize General Manager to execute Agreement between Department of Water Resources (DWR), SCWA, and DRWD for exchange of up to 1,000 acre-feet of 2018 "Table A" water, on behalf of City of Vallejo (*Note: The SCVWD exchange is awaiting approval by DWR and it is anticipated that an agreement between DWR, SCWA and SCVWD will be ready for execution by late August. Staff anticipates agendizing the various agreements needed to effectuate the SCVWD water exchange in September.*)
2. Authorize General Manager to sign Letter of Understanding between SCWA and City of Vallejo memorializing SCWA's facilitation role in exchange of "Table A" water belonging to City of Vallejo, to DRWD and SCVWD
3. Direct Water Policy Committee to formulate and recommend water exchange policy/principles for future water exchanges involving SCWA

FINANCIAL IMPACT:

DRWD exchange will generate up to \$200,000 for participating North Bay Aqueduct water users.
SCVWD exchange will generate up to \$1,600,000 for participating North Bay Aqueduct water users.
SCWA will facilitate aforementioned exchanges but not receive any compensation, monetary or material.

Recommended: 
Roland Sanford, General Manager

☐

Approved as
recommended

☐

Other
(see below)

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Continued on
next page

Modification to Recommendation and/or other actions:

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on August 9, 2018 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford
General Manager & Secretary to the
Solano County Water Agency

BACKGROUND:

2018 North Bay Aqueduct Water Exchange

History

In the winter of 2017 City of Vallejo staff inquired whether SCWA could assist the City with water exchanges or transfers that would generate revenue for the City and/or provide opportunities for the City to maximize use of its own water right – the Vallejo Permit Water right. SCWA staff recommended the City consider exchanging at least a portion of its 2018 North Bay Aqueduct “Table A”, as such an exchange was likely to be the easiest to complete, unlikely to adversely impact other water users in Solano County, and create opportunities to maximize Vallejo Permit Water right use. SCWA, through the State Water Contractors organization, identified two potential suitors for the City’s 2018 ‘Table A’ water; the Dudley Ridge Water District, an agricultural water user located in Southern Kings County, and the Santa Clara Valley Water District, a predominately urban water user in Santa Clara County. The City, DRWD and SCVWD collectively agreed to the following exchange terms:

- 1) City to receive \$200/acre-foot exchanged to either DRWD or SCVWD
- 2) Within 10 years, City to receive 1 acre-foot for every 4 acre-feet exchanged to either DRWD or SCVWD

Collectively, DRWD and SCVWD expressed interest in obtaining more 2018 “Table A” water than the City had available. Therefore, SCWA polled the other Solano North Bay Aqueduct water users at successive Solano Water Advisory Commission meetings. Representatives from Fairfield, Suisun and Vacaville expressed interest in participating in the proposed exchanges. A summary of participants and the proposed respective quantities to be exchanged is as follows:

City of Vallejo	6,000 acre-feet
City of Fairfield	1,273 acre-feet
City of Vacaville	1,272 acre-feet
City of Suisun City	455 acre-feet
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Total:	9,000 acre-feet

Of the 9,000 acre-feet proposed for exchange, 1,000 acre-feet would be exchanged with DRWD, 8,000 acre-feet with SCVWD.

Mechanics of Proposed Exchanges

Completion of the proposed exchanges requires the participation of the following entities: Department of Water Resources (DWR); State Water Contractors (SWC); Solano County Water Agency (SCWA); Dudley Ridge Water District (DRWD); Santa Clara Valley Water District (SCVWD); City of Vallejo, City of Fairfield, City of Vacaville, City of Suisun City (Solano North Bay Aqueduct water users). The respective roles are as follows:

DWR operates and maintains the State Water Project and holds the water rights to the State Water Project supply. Accordingly, DWR must approve any water exchange that would involve its facilities and/or water supply.

SWC, which SCWA is a member of, represents 27 of the 29 entities contracting with DWR for State Water Project supplies. Both DRWD and SCVWD are members of the SWC. Water exchanges involving one or more SWC members are reviewed by the SWC Board of Directors and if deemed acceptable (no harm to any other SWC member) a letter of support submitted to DWR, recommending DWR approve the proposed exchange. DWR could theoretically approve an exchange that one or more SWC members opposed, but is unlikely to do so.

SCWA, on behalf of the Solano North Bay Aqueduct water users, holds a contract with DWR for the State Water Project water supply delivered to the Solano North Bay Aqueduct water users. SCWA, in turn, contracts with each Solano North Bay Aqueduct water user for delivery of their respective “Table A” allocations. An important point: none of the Solano North Bay Aqueduct water users has a contractual relationship with DWR for their respective water supply. Consequently, none of the Solano North Bay Aqueduct contractors can work directly with DWR to effectuate an exchange involving State Water Project facilities or water. The rationale for DWR contracting with SCWA, who in turn contracts with the Solano North Bay Aqueduct water users, is based on the fact that SCWA has taxing authority. In order to secure the loans (bonds) used by the State to finance construction of the State Water Project, the State needed to contract with entities that had taxing authority. Pursuant to the contract between SCWA and DWR, if the Solano North Bay Aqueduct users were to default, DWR could force SCWA to implement a tax to satisfy the financial obligation.

While SCWA has water supply contracts with the respective Solano North Bay Aqueduct users, the terms of the contracts are such that SCWA has extremely limited ability to reallocate “Table A” supplies among the Solano North Bay Aqueduct water users – without Solano North Bay Aqueduct water user consent. In summary, SCWA serves as a “pass through” for water and money, between the DWR and the Solano North Bay Aqueduct water users. Accordingly, SCWA’s role in the proposed exchanges with DRWD and SCVWD is that of a facilitator.

DRWD is a SWC member and a participant in the proposed water exchange. DRWD receives State Water Project water from the California Aqueduct.

SCVWD is a SWC member and a participant in the proposed water exchange. SCVWD receives State Water Project water from the South Bay Aqueduct.

Solano North Bay Aqueduct water users are members of SCWA and receive State Water Project from the North Bay Aqueduct.

As of this writing the proposed DRWD exchange is ready to proceed, pending SCWA’s signing of the attached agreement between DWR, SCWA, and Dudley Ridge; and the Letter of Understanding between SCWA and the City of Vallejo. There is a degree of urgency, in that DRWD’s need for the water – and therefore desire to complete the exchange - diminishes significantly at the conclusion of the current irrigation season, in late September or October. The SCVWD exchange is awaiting approval by DWR and it is anticipated that an agreement between DWR, SCWA and SCVWD will be ready for execution by late August. Fortunately, SCVWD’s need for the water extends through the 2018 calendar year. Staff anticipates agendizing the various agreements needed to effectuate the SCVWD water exchange in September.

Long Term View of North Bay Aqueduct Exchanges

The North Bay Aqueduct and associated water supply is in essence an “impaired asset”. The State Water Project and in this case the North Bay Aqueduct component of the State Water Project is unable to consistently – actually rarely – deliver the full quantities of water contracted for, is susceptible to pumping restrictions vis-à-vis endangered species concerns, and at times the water supply exhibits extremely poor water quality, making its treatability for municipal drinking water purposes difficult. Furthermore, the ability to store North Bay Aqueduct water for later use is limited.

Because the North Bay Aqueduct is an inherently unreliable water supply it is generally assumed, for water supply planning purposes, that in any given year the North Bay Aqueduct will provide far less water than what was originally contracted for. More often than not that assumption proves correct. However, there are occasions, such as in 2017, when full or nearly full contractual deliveries are possible, providing a short-term “surplus”. Often, the temporary surplus can be used within Solano County, or briefly stored in San Luis Reservoir (a State Water Project facility) for later use. However, as illustrated in 2017, when significant quantities of North Bay Aqueduct water stored in San Luis Reservoir spilled and was therefore lost, there are instances when the temporary surplus goes unused (even though it is paid for by the Solano North Bay Aqueduct user).

Water exchanges can provide a means of utilizing short-term surpluses – at least for monetary purposes. Exchanges involving money can provide revenue to defray existing Solano North Bay Aqueduct user expenses and/or provide capital for retrofitting existing or constructing new facilities – water reuse, etc.

Water Policies/Principles for Water Exchanges

Historically, there have been very few water exchanges or transfers involving out-of-county water users. However, exchanges and transfers between parties within Solano County are common. To date, the Water Agency has adhered to an informal policy of not supporting water exchanges or transfers to out-of-county entities without first consulting with and confirming that there are no in-county water users who could use or need the water in question. Given the potential for future exchanges involving the Solano North Bay Aqueduct water users and out-of-county entities, staff recommends the Board adopt water exchange policies/principles that memorialize the basic conditions or terms by which future exchanges occur.

Staff recommends the Board assign the task of formulating draft water exchange policies/principles, for possible adoption by the Board, to the Board’s Water Policy Committee, with the assistance of the Solano Water Advisory Commission. Given the potential complexities and the somewhat differing mechanisms by which water exchanges can occur - different sources with differing water right restrictions - formulation of a comprehensive set of water exchange policies/principles could easily take 6 to 12 months. As a starting point, staff recommends the Water Policy Committee initially focus on exchanges involving the Solano North Bay Aqueduct water users and “out-of-county” entities.

DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836

SACRAMENTO, CA 94236-0001

(916) 653-5791

**JUL 06 2018**

Mr. Dale Melville
Manager-Engineer
Dudley Ridge Water District
286 West Cromwell Avenue
Fresno, California 93711-6162

Mr. Roland Sanford
General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, California 95688-8834

This Agreement (SWPAO #18020) is in response to Dudley Ridge Water District's (DRWD) request dated April 25, 2018 to the Department of Water Resources of the State of California (DWR) to approve an unbalanced exchange of approved State Water Project (SWP) Table A Water between DRWD and Solano County Water Agency (SCWA). DWR, DRWD, and SCWA may be referred to individually by name or collectively as "Parties".

DWR determines annual SWP Table A allocations using existing SWP facility availability and capacities, hydrology conditions, and other factors. Since SCWA is a North of Delta (NOD) contractor, Amendment No. 20 of SCWA's Water Supply Contract provides for a method for DWR to determine a separate NOD Table A allocation for SCWA. In 2018, DWR determined that the final May SWP Table A allocation for a South of Delta (SOD) contractor to be 35% and for a NOD contractor to be 50%. SCWA's approved 2018 Table A water (2018 Table A Water) allocation related to this increase of SCWA being a NOD contractor cannot be transferred to or from or exchanged with a SOD contractor as detailed in Amendment No. 20.

Under the proposed water exchange, up to 1,000 acre-feet of SCWA's 2018 Table A Water will be delivered to DRWD by December 31, 2018. In exchange, DRWD will return to SCWA, based on an unbalanced exchange ratio of 4 to 1, up to 250 acre-feet of its future approved SWP Table A Water (future Table A Water). That is, for every 4 acre-feet of SCWA's 2018 Table A Water delivered to DRWD, 1 acre-foot will be returned by DRWD to SCWA prior to December 31, 2028. The amount of 1,000 acre-feet that is being exchanged with DRWD is not part of the increase in SCWA's 2018 Table A Water allocation due to SCWA being a NOD contractor.

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Due to prolonged drought conditions and low SWP allocations, DRWD has an urgent need to acquire supplemental supplies to meet its 2018 water supply needs.

In compliance with the California Environmental Quality Act (CEQA), DRWD, as the lead agency, determined that this water exchange is exempt from CEQA and filed a Notice of Exemption (NOE) with the County of SCWA on June 11, 2018. DWR, as the responsible agency, has considered this document prior to entering into this Agreement and will file an NOE with the Office of Planning and Research, based on CEQA Guidelines Section 15301 (Existing Facilities) upon execution of this Agreement.

DWR is willing to approve the delivery of up to 1,000 acre-feet of SCWA's 2018 Table A Water to DRWD in exchange for the return of up to 250 acre-feet of DRWD's future Table A Water to SCWA, subject to the following terms and conditions:

TERM

1. This Agreement shall be effective upon execution by all Parties and shall terminate on December 31, 2028 or upon final payment to DWR by DRWD and SCWA of all costs attributable to this Agreement, whichever occurs later. However, the liability, hold harmless, and indemnification obligations in this Agreement shall remain in effect until December 31, 2032, or until any claim or litigation concerning this Agreement asserted to DWR, DRWD, or SCWA as of December 31, 2032 is finally resolved, whichever occurs later.

UNIQUENESS OF AGREEMENT

2. DWR's approval under this Agreement is unique and shall not be considered a precedent for future agreements or DWR activities.

APPROVALS

3. The delivery and return of water under this Agreement shall be contingent upon, and subject to, any necessary approvals and shall be governed by the terms and conditions of such approval(s) and any other applicable legal requirements. DRWD and SCWA shall be responsible for complying with all applicable laws and legal requirements and for securing any required consent, approvals, permits, or orders. DRWD and SCWA shall furnish to DWR copies of all approvals and agreements required for the delivery and return of water under this Agreement.

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NORTH OF DELTA ALLOCATION

The amount of water that is available for export by SCWA will be calculated under Article 45(t)(1)(e)(iii) of Amendment No. 20 of SCWA's Water Supply Contract. The 1,000 acre-feet that is being exchanged with DRWD is not part of the increase in SCWA's NOD 2018 Table A Water allocation.

WATER DELIVERY FROM SCWA TO DRWD

4. DWR will deliver up to 1,000 acre-feet of SCWA's 2018 Table A Water to DRWD's turnout(s) in Reach 8D of the California Aqueduct for use in its service area by December 31, 2018.
5. The delivery of water to DRWD under this Agreement shall be in accordance with a schedule reviewed and approved by DWR. DWR's approval is dependent upon the times and amounts of the delivery and the overall delivery capability of the SWP. DWR shall not be obligated to deliver the water at times when such delivery would adversely impact SWP operations, facilities, or other SWP contractors.
6. The sum of deliveries scheduled to DRWD under this Agreement, plus scheduled DRWD SWP water deliveries, plus deliveries to DRWD under any other agreements, shall not exceed the quantities on which the Proportionate Use-of-Facilities factors are based under DRWD's Water Supply Contract with DWR unless DWR determines that deliveries will not adversely impact SWP operations, facilities, or other SWP contractors.

RETURN WATER DELIVERY FROM DRWD TO SCWA

7. DWR will deliver up to 250 acre-feet of DRWD's future Table A Water to SCWA's turnout(s) in Reaches 1, 2, and 3A of the North Bay Aqueduct by December 31, 2028, based on an unbalanced exchange ratio of 4 to 1.
8. The return delivery of water to SCWA under this Agreement shall be in accordance with a schedule reviewed and approved by DWR. DWR's approval is dependent upon the times and amounts of the delivery and the overall delivery capability of the SWP. DWR shall not be obligated to deliver the water at times when such delivery would adversely impact SWP operations, facilities, or other SWP contractors.

9. The sum of deliveries scheduled to SCWA under this Agreement, plus scheduled SCWA SWP water deliveries, plus deliveries to SCWA under any other agreements, shall not exceed the quantities on which the Proportionate Use-of-Facilities factors are based under SCWA's Water Supply Contract with DWR unless DWR determines that deliveries will not adversely impact SWP operations, facilities, or other SWP contractors.

WATER DELIVERY SCHEDULES

10. All water delivery schedules and revisions shall be in accordance with Article 12 of DRWD's and SCWA's respective Water Supply Contract with DWR.
11. DRWD and SCWA shall submit revised monthly water delivery schedules for approval to the State Water Project Analysis Office (SWPAO), Water Deliveries Section, indicating timing and point of delivery requested under this Agreement with reference to SWPAO #18020. Revised schedules shall be sent by electronic mail to:

SWPDeliveries@water.ca.gov or by FAX to: (916) 653-9628,
Attention: Chief, Water Deliveries Section.

12. SCWA shall submit weekly water schedules for the delivery of water under this Agreement to the Delta Field Division, Water Operations Section, indicating timing and point of delivery requested with reference to SWPAO #18020. Schedules shall be sent by FAX to (209) 833-2049, Attention: Chief, Water Operations Section.
13. DRWD shall submit weekly water schedules for the delivery of water under this Agreement to the San Joaquin Field Division, Water Operations Section, indicating timing and point of delivery requested with reference to SWPAO #18020. Schedules shall be sent by electronic mail to:

SJFDwaterschedule@water.ca.gov or by FAX to (661) 858-0203,
Attention: Chief, Water Operations Section.

14. All weekly schedules described above shall be sent by electronic mail or faxed by 10:00 a.m. Wednesday, for the following week, Monday through Sunday, to the appropriate field division.
15. Weekly water schedules shall also be concurrently sent by electronic mail or faxed to the State Water Project Operations Control Office:

JUL 06 2018

- a. Water Management Branch
Water_deliv_sched@water.ca.gov
FAX: (916) 574-2785,
Attention: Chief, Water Management Branch
- b. Power Management and Optimization Branch
POCOptimization@water.ca.gov
FAX: (916) 574-2785,
Attention: Chief, Power Management and Optimization Branch
- c. Pre-Scheduling Section
Presched@water.ca.gov
FAX: (916) 574-2782,
Attention: Chief, Pre-Scheduling Section

WATER DELIVERY RECORDS

- 16. DWR will maintain monthly records documenting the delivery of SCWA's 2018 Table A Water to DRWD, as well as the return of DRWD's future Table A Water to SCWA, under this Agreement. DRWD and SCWA shall certify to SWPAO the quantity of water delivered to DRWD and the quantity of all return water to SCWA under this Agreement by January 31st of the year following actual delivery, with reference to SWPAO #18020.

CHARGES

- 17. DRWD and SCWA shall pay the following charges for activities under this Agreement, including all future adjustments, which shall be calculated in the same manner as charges are calculated for SWP Table A deliveries, and shall be in accordance with the provisions of DRWD's and SCWA's respective Water Supply Contract with DWR. Charges shall be determined for the year the water is delivered and the year the water is returned.
 - a. When a portion of SCWA's 2018 Table A Water is delivered to DRWD under this Agreement, DRWD shall pay to DWR the charges associated with the delivery of the water from the Delta to DRWD's turnout(s) located in Reach 8D of the California Aqueduct. DRWD shall pay the Variable Operation, Maintenance, Power, and Replacement components of the Transportation Charge and the Off-Aqueduct Power Facilities costs for each acre-foot of water delivered to its turnout(s).
 - b. In any year that a portion of DRWD's future Table A Water is returned to SCWA under this Agreement, SCWA shall pay to DWR the charges

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associated with the delivery of the return water from Barker Slough Pumping Plant to SCWA's turnout(s) in Reaches 1, 2, and 3A of the North Bay Aqueduct. SCWA shall pay the Variable Operation, Maintenance, Power and Replacement components of the Transportation charges and the Off-Aqueduct Power Facilities costs in effect for the year in which the water is returned to SCWA for each acre-foot of water delivered to its turnout(s).

18. In addition to the charges identified above, DRWD and SCWA agree to pay to DWR any identified demonstrable increase in costs that would otherwise be borne by the SWP contractors not signatory to this Agreement or by DWR, as a result of activities under this Agreement.
19. Payment terms shall be in accordance with DRWD's and SCWA's respective Water Supply Contract.

SWP ALLOCATION

20. Water delivered to DRWD or SCWA under this Agreement shall not be considered by DWR in the determination of approved annual Table A deliveries or allocation of other SWP water to DRWD and SCWA under Article 18 of DRWD's and SCWA's respective Water Supply Contracts with DWR.

NO IMPACT

21. This Agreement shall not be administered or interpreted in any way that would cause adverse impacts to SWP approved Table A water or to any other SWP approved water allocations, water deliveries, SWP operations, or SWP facilities. SCWA and DRWD shall be responsible, jointly and severally, as determined by DWR, for any adverse impacts that may result from the exchange of water under this Agreement.

LIABILITY

22. DWR is not responsible for the use, effects, or disposal of water under this Agreement once the water is delivered to the designated turnout(s). Responsibility shall be governed by Article 13 of SCWA's and/or DRWD's Water Supply Contracts, as applicable, with responsibilities under the terms of that article shifting from DWR to SCWA and/or DRWD when the water is delivered to the designated turnout(s).

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23. SCWA and DRWD agree to defend and hold DWR, its officers, employees and agents harmless from any direct or indirect loss, liability, lawsuit, cause of action, judgment or claim, and shall indemnify DWR, its officers, employees and agents from all lawsuits, costs, damages, judgments, attorneys' fees, and liabilities that DWR, its officers, employees and agents incur as a result of DWR providing services under this Agreement, except to the extent resulting from the sole negligence or willful misconduct of DWR, its officers, employees and agents.
24. If uncontrollable forces preclude DWR from delivering water under this Agreement, either partially or completely, then DWR is relieved from the obligation to deliver the water to the extent that DWR is reasonably unable to complete the obligation due to the uncontrollable forces. Uncontrollable forces shall include, but are not limited to, earthquakes, fires, tornadoes, floods, and other natural or human caused disasters. SCWA and DRWD shall not be entitled to recover any administrative costs or other costs associated with delivery of water under this Agreement if uncontrollable forces preclude DWR from delivering the water.

EXECUTION

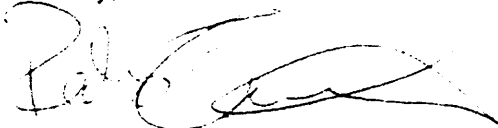
25. This Agreement may be executed in counterpart. The Parties agree to accept facsimile or electronically scanned signatures as original signatures. The Agreement shall take effect as soon as all Parties have signed.
26. Immediately after execution, SCWA and DRWD shall transmit a copy of the executed Agreement by facsimile or electronic file to Pedro Villalobos, SWPAO Chief, at 916) 653-9628 FAX or swpao-chief@water.ca.gov and to each other at:

DRWD: (559) 449-2715 FAX, or dmelville@ppeng.com

SCWA: (707) 451-6099 FAX, or rsanford@scwa2.com

27. If SCWA or DRWD requires a Board of Directors' approval of this Agreement, that Party shall send a facsimile or electronic copy of the board approval to the other Parties.

Sincerely,



Pedro Villalobos, Chief
State Water Project Analysis Office

Mr. Dale Melville, Manager-Engineer, et al

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ACCEPTED:

SOLANO COUNTY WATER AGENCY

DUDLEY RIDGE WATER DISTRICT

Signature

Signature

Title

Title

Date

Date

cc: Ms. Jennifer Pierre
General Manager
State Water Contractors
1121 L Street, Suite 1050
Sacramento, California 95814

Mr. Eric Chapman
State Water Contractors
1121 L Street, Suite 1050
Sacramento, California 95814

August 10, 2018

Mike Malone
City of Vallejo – Water Department
202 Fleming Hill Road
Vallejo, CA 94589

RE: City of Vallejo's 2018 Water Exchange Letter of Understanding

Dear Mr. Malone:

This letter of understanding ("Letter") documents and confirms the agreement that has been reached between Solano County Water Agency ("Agency") and the City of Vallejo ("Vallejo") (collectively the "Parties" and each a "Party"). The Letter specifies the terms under which the Agency agrees to transfer approximately 6,000 AF of Vallejo's State Water Project ("SWP") water to Water Contractors outside of Solano County seeking additional SWP water, in an unbalanced exchange. In the exchange the City of Vallejo will receive \$200/AF for a projected total of \$1.2 million, and a return of the transferred water tentatively set as a 4:1 ratio prior to the end of 2028.

BACKGROUND AND PURPOSE

The Agency holds a contract with the California Department of Water Resources (DWR) to receive imported water deliveries from the SWP. Vallejo (along with other water agencies in Solano County) is a member agency of SCWA and is entitled to receive an allocation of SWP water by contract with the Agency dated December 10, 2013 ("Vallejo Member Unit Contract").

As of the date of this Letter, the Agency is aware that other entities outside of Solano County that hold contracts to receive water deliveries from the SWP require more SWP water than their DWR allocation provides in 2018. Vallejo has indicated that it is willing to forego delivery of the 2018 SWP water to which it is entitled under the Vacaville Member Unit Contract ("Vallejo 2018 Exchange Water"), and make that water available for exchange to another State Water Contractor, under the terms and conditions set forth herein.

Pursuant to Vallejo's request, the Agency is working with the Dudley Ridge Water District (DRWD), Santa Clara Vallejo Water District (SCVWD), and DWR to facilitate a one-year water exchange between Vallejo and DRWD and/or SCVWD. The basic parameters of the exchange are as follows:

1. Vallejo will receive an administrative fee \$200 per acre-foot of Vallejo 2018 Exchange Water exchanged to DRWD and/or SCVWD in the 2018 calendar year. The amount of Vallejo 2018 Exchange Water is estimated to be 6,000 acre-

feet, resulting in a projected \$1.2 million to be received by Vallejo.

2. Within the next ten (10) years, Vallejo will receive from DRWD and/or SCVWD a portion of the quantity of Vallejo 2018 Exchange Water provided to them in 2018 (tentatively set to be 1 acre-foot returned for every 4 acre-feet of Vallejo 2018 Exchange Water).

The Agency is serving as a “pass through” and facilitator of the exchange(s) and will not receive any compensation – financial or in the form of water – for these efforts.

The Agency and Vallejo desire to memorialize their understandings in this Letter under which Vallejo will forego the delivery of the Vallejo 2018 Exchange Water and have the Agency exchange that with another State Water Contractor in return for payment for that water and an agreement that the State Water Contractor (the “Purchaser”) receiving and paying for that water will return a portion of the water to Vallejo via the Agency at a future date, all subject to the terms and conditions set forth below.

TERMS AND CONDITIONS

1. Condition Precedent. DWR's written approval of a written exchange agreement (the “Exchange Agreement”) between the Agency and the Purchaser is a condition precedent to Agency's authorization to proceed under this Letter. DWR's approval shall be provided in the form of an agreement among DWR, the Agency and the Purchaser.

2. Deliveries to Purchaser. The Agency will request that DWR deliver to the Purchaser 100% of Vallejo 2018 Exchange Water (a minimum of 5,000 acre-feet, and up to a maximum of 6,000) from the SWP. Within thirty (30) days following the execution of the Exchange Agreement, the Purchaser shall pay the Agency \$200 per AF of Vallejo 2018 Exchange Water made available by Vallejo, unless a different price is negotiated and agreed upon in writing by Vallejo and the Agency (“Exchange Fee”). The Agency shall pay 100% of the Exchange Fee-received from Purchaser to Vallejo.

3. Return Deliveries to the Agency. Prior to the end of calendar year 2028, the Purchaser will provide for delivery of some portion of SWP water to the Agency, anticipated to be no less than 1 acre-foot returned for every 4 acre-feet of Vallejo 2018 Exchange Water provided in 2018, unless agreed to in writing by Vallejo (“Return Water”). The Agency shall deliver the Return Water to Vallejo under the Vallejo Member Unit Contract unless other arrangements are made between the Agency and Vallejo in a written agreement, in any one year as set forth in the Exchange Agreement.

4. Notice of Exemption. Because all of the Vallejo 2018 Exchange Water delivered to the Purchaser will be delivered through existing facilities, without the construction of additional facilities to effect such deliveries, Vallejo and the Agency agree that the exchange described herein constitutes a project that is exempt from the California Environmental Quality Act pursuant to Sections 15061(b)(3) and 15301 of the State CEQA Guidelines. The Agency or DWR shall file a Notice of Exemption for the project

described herein with the Clerk of the Board of Supervisors of Solano County, as well as the County in which any Purchaser is located, and shall provide a copy to Vallejo.

5. Transaction Costs. Vallejo and Agency shall each be responsible for its own legal and consulting costs incurred in the preparation, review and implementation of this Letter. Vallejo and the Agency each agree to cooperate with each other in the preparation, review and execution of any additional agreements that may be necessary to effect the exchange described herein. Vallejo shall not be responsible for payment of any charges imposed by any agency, including the Agency, for the preparation and processing of the Exchange Agreement, or for the preparation and processing of such other approvals as may be necessary to effect the exchange described herein.

6. Costs of Defense. In the event of any legal action by a third party to challenge this Letter and/or the exchange described herein, Vallejo and the Agency agree to cooperate in the defense thereof and to share equally in the costs of such defense, utilizing counsel mutually acceptable to the Parties.

7. Force Majeure. In the event that an unavoidable event beyond the reasonable control of the Parties, including, but not limited to availability of SWP water, renders the performance of this Letter impossible or infeasible, the Parties hereto shall be excused from the performance thereof, with a corresponding refund or adjustment of the payments required herein as may be necessary to achieve financial equity as between the Parties for that portion of the Letter that cannot be performed; provided, however, that the Agency shall first coordinate with DWR to determine whether alternate performance may be possible pursuant to an alternate schedule for completion of performance.

8. Authority. The undersigned representatives of Vallejo and the Agency hereby represent that they are authorized to execute the Letter for the Parties on whose behalf this Letter is executed.

9. Notice. Written notice may be provided by either Party to the other by first-class mail, postage prepaid, to the following addresses:

City of Vallejo – Water Department
202 Fleming Hill Road
Vallejo, CA 94589
Attn: Mike Malone, Water Director

Solano County Water Agency
810 Vaca Valley Parkway #203
Vacaville, CA 95688
Attn: Roland Sanford, General Manager

Executed on the dates set forth below.

CITY OF VALLEJO

By: _____
Greg Nyhoff, City Manager

Date

Solano County Water Agency

By: _____
Roland Sanford, General Manager

Date

**ACTION OF
SOLANO COUNTY WATER AGENCY**

DATE: August 9, 2018
SUBJECT: Update of Dixon Watershed Management Plan

RECOMMENDATIONS:

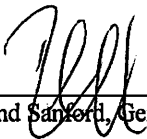
Authorize General Manager to execute \$145,000 contract with West Yost Associates for update of Dixon Watershed Management Plan.

FINANCIAL IMPACT:

Funding for this project is included in the adopted FY 2018-2019 budget.

BACKGROUND:

The City of Dixon, Dixon Resource Conservation District, Reclamation District 2068 and Maine Prairie Water District have been working together since 2000 to address flooding issues in eastern Solano County. In 2001 the group collectively produced the Dixon Watershed Management Plan, which identified three significant projects, two of which have been constructed. The third project, which would address flooding management issues in the City of Dixon's Northeast Quadrant Specific Plan Area, must be revised to address landowner opposition, environmental/habitat constraints, and future development in the unincorporated agricultural industrial service area identified in the 2008 Solano County General Plan.

Recommended: 
Roland Sanford, General Manager

☐

Approved as
recommended

☐

Other
(see below)

☒

Continued on
next page

Modification to Recommendation and/or other actions:

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on July 12, 2018 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford
General Manager & Secretary to the
Solano County Water Agency

Initially, it was anticipated the Dixon Watershed Management Plan Update (Update) would be performed by West Yost Associates, under contract to the City of Dixon and/or Dixon Resource Conservation District, with funding, in the form of a watershed grant, coming from the Water Agency. However, both the City of Dixon and the Dixon Resource Conservation District are now requesting the Water Agency serve in the dual role of funder and project manager. Additional information regarding the scope and purpose of the Update is presented in the attached proposal from West Yost Associates, dated June 21, 2018.

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:

Funding of the Dixon Watershed Management Plan update is consistent with Goal #3 (*Flood Management*), Objective C (*Provide expertise and technical support to develop feasible, cost-effective flood management solutions*) of the 2016-2025 Strategic Plan.