

# SOLANO COUNTY WATER AGENCY



## BOARD OF DIRECTORS:

### *Chair:*

*Mayor Harry Price*  
City of Fairfield

### *Vice Chair:*

*Director Dale Crossley*  
Reclamation District No. 2068

*Mayor Len Augustine*  
City of Vacaville

*Mayor Jack Batchelor*  
City of Dixon

*Mayor Osby Davis*  
City of Vallejo

*Supervisor Erin Hannigan*  
Solano County District 1

*Director John D. Kluge*  
Solano Irrigation District

*Mayor Elizabeth Patterson*  
City of Benicia

*Mayor Norm Richardson*  
City of Rio Vista

*Director Gene Robben*  
Maine Prairie Water District

*Mayor Pete Sanchez*  
City of Suisun City

*Supervisor Linda Seifert*  
Solano County District 2

*Supervisor Jim Spering*  
Solano County District 3

*Supervisor Skip Thomson*  
Solano County District 5

*Supervisor John Vasquez*  
Solano County District 4

## GENERAL MANAGER:

*David Okita, PE*  
Solano County Water Agency

## BOARD OF DIRECTORS MEETING

**DATE:** Thursday, January 8, 2015

**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. **ELECTION OF OFFICERS AND APPOINTMENT OF EXECUTIVE COMMITTEE FOR 2015**

6. **CONSENT ITEMS**

(A) Minutes: Approval of the Minutes of the Board of Directors meeting of December 11, 2014 is recommended.

(B) Expenditure Approvals: Approval of the December checking account register is recommended.

(C) Cafeteria Plan Amendment: Authorize Chairman to sign an amendment to the SCWA medical benefit Cafeteria Plan to reflect the health care reform laws.

(D) Authorize Contract and Amendments for the Putah South Canal Headwork Improvement Project: Authorize General Manager to execute one contract and two amendments for the Putah South Canal Headwork Improvement Project costing \$801,750.

810 Vaca Valley Parkway, Suite 203  
Vacaville, California 95688  
Phone (707) 451-6090 • FAX (707) 451-6099  
www.scwa2.com



(E) PG&E/Water Agency High-Efficiency Washer Rebate Initiative: Authorize General Manager to execute an agreement with the Pacific Gas & Electric Company (PG&E) to continue participation in the Bay Area Regional High-Efficiency Washer Rebate Program with a cost share of \$200,000.

(F) Agreement with Iron Springs Corporation for the implementation of the Solano Regional Landscape BMP Compliance Program: Authorize General Manager to Execute Agreement with Iron Springs Corporation for the extension of the Solano Regional Landscape BMP Compliance Program with a cost share of \$30,000.

(G) Amendment to the Agreement with Southwest Environmental Incorporated for the Installation of High-Efficiency Toilets at Commercial, Industrial, and Institutional locations: Authorize General Manager to execute an amendment to the Agreement with Southwest Environmental Incorporated (SWE) for the installation of High-Efficiency Toilets (HETs) at Commercial, Industrial and Institutional (CII) locations in Solano County with a cost of \$1,447.

7. **BOARD MEMBER REPORTS**

RECOMMENDATION: For information only.

8. **GENERAL MANAGER'S REPORT**

RECOMMENDATION: For information only.

9. **2015 WATER SUPPLY UPDATE**

RECOMMENDATION: For information only.

10. **LEGISLATIVE ACTIVITY**

RECOMMENDATIONS:

1. Approve text for 2015 SCWA Annual Legislative Report.
2. Chair to appoint a committee of Board members to serve on a Legislative Committee to work with staff and our Legislative Advocate.

11. **NORTH BAY AQUEDUCT TASTE AND ODOR PROBLEMS**

RECOMMENDATION: Hear presentation from staff on management of taste and odor problems from the North Bay Aqueduct water supply. For information only.

12. **DELTA ISSUES**

RECOMMENDATION: Hear report from Supervisor Thomson on the activities of the Delta Counties Coalition and the Delta Protection Commission.

13. TIME AND PLACE OF NEXT MEETING

Thursday, February 12, 2015 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](http://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.

Jan.2015.bod.agd


# SOLANO COUNTY WATER AGENCY



## MEMORANDUM

Agenda Item No. 5

**TO:** Board of Directors

**FROM:** David B. Okita, General Manager 

**DATE:** January 8, 2014

**SUBJECT:** Elections of Officers and Appointment of Executive Committee for 2015

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At the January meeting of the Board of Directors, the Board will elect a Chair and Vice Chair for 2015.

The Chair and Vice Chair for 2014 were Mayor Harry Price and Director Dale Crossley, respectively.

Past practice has been that the Chair and Vice Chair positions rotate among the three categories of members of the Board of Directors: Members of the Board of Supervisors, Mayors, and Agricultural District Directors. If past practice follows, for 2015, an Agricultural District Director would be Chair and a County Supervisor would be Vice Chair.

The Executive Committee is appointed by the newly elected Chair. The Executive Committee reviews the Board Agenda prior to Board meetings with the General Manager. The Executive Committee also handles other tasks as requested by the Board of Directors such as reviewing the Agency's budget. The Executive Committee is made up of the Chair, Vice-Chair, and three other Board Members. The three members beside the Chair and Vice-Chair are to be from the three sectors that make up the Board: Mayors, Board of Supervisors and Agricultural District Directors.

### 2014 Executive Committee

Chairman, Mayor Harry Price  
Vice Chairman, Director Dale Crossley  
Mayor Jack Batchelor  
Supervisor Jim Spring  
Supervisor Erin Hannigan





If past practice is followed, the following would make up the 2015 Executive Committee:

**2015 Executive Committee**

Chair – Ag District  
Vice Chair – County Supervisor  
County Supervisor  
Ag District  
Mayor

If you have any questions, please contact me at 455-1103.

## **Past Executive Committees**

### **2014**

Mayor Harry Price, Chair  
Director Dale Crossley, Vice Chair  
Mayor Jack Batchelor  
Supervisor Jim Spering  
Supervisor Erin Hannigan

### **2013**

Supervisor Jim Spering, Chair  
Mayor Harry Price, Vice Chair  
Mayor Jack Batchelor  
Director Dale Crossley  
Supervisor Erin Hannigan

### **2012**

Director Bob Bishop, Chair  
Supervisor Jim Spering, Vice Chair  
Mayor Jack Batchelor  
Mayor Pete Sanchez  
Mayor Harry Price

### **2011**

Mayor Jack Batchelor, Chair  
Director Bob Bishop, Vice Chair  
Supervisor Jim Spering  
Manager Don Holdener  
Mayor Harry Price

### **2010**

Supervisor Mike Reagan, Chair  
Mayor Jack Batchelor, Vice Chair  
Supervisor Barbara Kondylis  
Director Everett Whiting  
Mayor Len Augustine

### **2009**

Manager Don Holdener, Chair  
Supervisor Mike Reagan, Vice Chair  
Supervisor Barbara Kondylis  
Director Everett Whiting  
Mayor Len Augustine

### **2008**

Mayor Eddie Woodruff, Chair  
Manager Don Holdener, Vice Chair  
Supervisor Mike Reagan  
Director Everett Whiting  
Mayor Len Augustine

# CONSENT ITEMS

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

**MEETING DATE: December 11, 2014**

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

Mayor Jack Batchelor, City of Dixon  
Mayor Harry Price, City of Fairfield  
Mayor Len Augustine, City of Vacaville  
Mayor Pete Sanchez, City of Suisun City  
Mayor Elizabeth Patterson, City of Benicia  
Mayor Osby Davis, City of Vallejo  
Supervisor Hannigan, Solano County District 1  
Supervisor Spring, Solano County District 3  
Supervisor John Vasquez, Solano County District 4  
Supervisor Skip Thomson, Solano County District 5  
Director J. D. Kluge, Solano Irrigation District  
Manager Don Holdener, Maine Prairie Water District  
Director Dale Crossley, Reclamation District 2068

**CALL TO ORDER**

The meeting was called to order at 6:30 P.M. by Chairman Price.

**APPROVAL OF AGENDA**

On a motion by Mayor Batchelor and a second by Supervisor Spring the Board unanimously approved the agenda.

**PUBLIC COMMENT**

There were no public comments.

**CONSENT ITEMS**

On a motion by Mayor Batchelor and a second by Supervisor Vasquez the Board unanimously approved Consent Items A through F with Mayor Augustine abstaining on the vote.

- (A) Minutes
- (B) Expenditure Approvals
- (C) Flood Control Advisory Committee Re-Appointments
- (D) Lower Putah Creek Coordinating Committee Appointments
- (E) Amendment to Agreement with DWR for Funding Alternate Intake Project
- (F) Comment Letter on Priority Status of the Solano Subbasin of the Sacramento River Groundwater Basin.

**BOARD MEMBER REPORTS**

Board members welcomed Mayor Augustine.

**GENERAL MANAGER'S REPORT**

Manager Okita provided an update of rainfall amounts and flood activity from the current storm presenting charts of data from real time monitoring equipment. This data is publically available on the SCWA web page. Manager Okita updated the Board on the status of the General Manager recruitment.



**AGREEMENT FOR GOVERNMENT RELATIONS REPRESENTATION BY CLEAN  
TECH ADVOCATES**

Patrick Leathers expressed his appreciation to the Board for engaging with him on the Water Bond Legislation in the last legislative session. One of the tasks for the upcoming session is to shape the appropriations for the Water Bond to meet the Agency's needs for those eligible programs. On a motion by Mayor Batchelor and a second by Supervisor Spering the Board unanimously authorized the General Manager to execute an agreement with Clean Tech Advocates to provide government relations representation for SCWA for the 2015-2017 State Legislative Session.

**WATER CONSERVATION/PUBLIC AWARENESS/URBAN WATER  
MANAGEMENT PLANS**

Manager Okita gave a presentation on water conservation and public awareness programs. The water conservation program has been focusing on the hardware portion of water conservation which studies have shown are effective at permanently reducing water use. The public outreach program includes radio advertising and education programs for school children. Urban Water Management Plans are required by law and are updated every five years. Components of the plan include identifying the basic service area, quantifying water supply sources and uses, and describing water reliability. Each city customizes their Plan to its own situation. After discussion by the Board about the SCWA Urban Water Management Plan, the Board requested a recommendation from the SCWA Advisory Commission regarding the need for a more comprehensive water management planning document for SCWA.

**DELTA ISSUES**

Supervisor Thomson reported that Secretary Laird is opposed to Federal Drought Relief Legislation (H.R. 5781). Contra Costa, Yolo and Solano Counties have drafted a letter to Senator Feinstein stating they would like to participate in the discussions on the Drought Legislation next year. The Delta Counties Coalition met with Secretary Laird and provided him with a suggested governance structure for the Bay Delta Conservation Plan.

**TIME AND PLACE OF NEXT MEETING**

The next regularly scheduled meeting will be January 8, 2015 at 6:30 P.M. in the Monticello Room located at the Solano County Water Agency offices.

**ADJOURNMENT**

This meeting of the Solano County Water Agency Board of Directors was adjourned at 7:27 P.M.

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David B. Okita, General Manager  
and Secretary to the Board of Directors of the  
Solano County Water Agency

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE: January 8, 2015

SUBJECT: Expenditures Approval

RECOMMENDATION:

Approve expenditures from the Water Agency checking accounts for the month of December, 2014.

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 the month of December, 2014. Additional backup information is available upon request.

Recommended:   
David B. Okita, General Manager

☐

Approved as  
recommended

☐

Other  
(see below)

Modification to Recommendation and/or other actions:

I, David B. Okita, 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 January 8, 2015 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

David B. Okita  
General Manager & Secretary to the  
Solano County Water Agency

**SOLANO COUNTY WATER AGENCY**  
**Cash Disbursements Journal**  
**For the Period From Dec 1, 2014 to Dec 31, 2014**

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

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
12/2/14	100170	2023AC 1020SC	FSA REMIBURSEMENT NOVEMBER 2014 PATE, THOMAS	100.00	100.00
12/18/14	100171	2023AC 1020SC	FSA REMIBURSEMENT DECEMBER 2014 OKITA, DAVID B.	162.17	162.17
12/27/14	100172	2023AC 1020SC	FSA REMIBURSEMENT DECEMBER 2014 OKITA, DAVID B.	98.83	98.83
12/2/14	25317	2020SC 2020SC 1020SC	Invoice: 5944501 Invoice: 5944500 AT&T	230.88 179.55	410.43
12/2/14	25318	2020SC 1020SC	Invoice: 31257 AVISTA AUDIO VIDEO EQUIPMENT RENTALS	924.23	924.23
12/2/14	25319	2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: BA3678 Invoice: BA3679 Invoice: BA3680 Invoice: BA3681 BLANKINSHIP & ASSOCIATES, INC.	2,500.00 1,166.67 2,766.67 2,333.33	8,766.67
12/2/14	25320	2020N 2020N 1020SC	Invoice: 30006 Invoice: 30007 ELECTRIC & GAS INDUSTRIES ASSOC.	14,720.05 1,944.56	16,664.61
12/2/14	25321	1020SC	VOID		
12/2/14	25322	2020SC 1020SC	Invoice: 070286 GARDENERS' GUILD	425.42	425.42
12/2/14	25323	2020SC 1020SC	Invoice: 214565 HEDGEROW FARMS, INC.	5,762.00	5,762.00
12/2/14	25324	2020SC 1020SC	Invoice: SEPT- OCTOBER 2014 IN COMMUNICATIONS	1,145.00	1,145.00
12/2/14	25325	2020SC 2020SC 1020SC	Invoice: CL69805 Invoice: CL71191 INTERSTATE OIL COMPANY	1,121.61 843.63	1,965.24
12/2/14	25326	1020SC	VOID		
12/2/14	25327	1020SC	VOID		
12/2/14	25328	2020SC 1020SC	Invoice: OCT 2014 J. RICHARD EICHMAN, CPA	221.50	221.50
12/2/14	25329	2020SC 1020SC	Invoice: 30189 LUHDORFF & SCALMANINI	987.50	987.50
12/2/14	25330	2020SC 1020SC	Invoice: NOV 2014 RICHARD MAROVICH	112.10	112.10
12/2/14	25331	2020SC 2020SC 1020SC	Invoice: 58008 Invoice: 58040 NORMANDEAU ASSOCIATES, INC.	5,448.14 20,882.59	26,330.73
12/2/14	25332	2020SC 1020SC	Invoice: MAY - NOV 2014 OKITA, DAVID B.	41.60	41.60
12/2/14	25333	2020SC 1020SC	Invoice: 0007395392-9 PACIFIC GAS & ELECTRIC CO,	13,125.00	13,125.00
12/2/14	25334	2020SC 1020SC	Invoice: NOV 2014 PATE, THOMAS	51.70	51.70
12/2/14	25335	2020SC 1020SC	Invoice: SEP - OCT 2014 PUTAH CREEK COUNCIL	32,316.68	32,316.68
12/2/14	25336	2020SC 2020SC 1020SC	Invoice: 1045 Invoice: 1049 ROCK STEADY JUGGLING	4,500.00 750.00	5,250.00
12/2/14	25337	2020SC 1020SC	Invoice: 002870 SAM'S CLUB	159.78	159.78

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12/2/14	25338	2020SC	Invoice: 787	7,190.52	
		2020SC	Invoice: 785	43,242.74	
		1020SC	SOLANO RESOURCE CONSERVATION DISTRICT		50,433.26
12/2/14	25339	2020SC	Invoice: 6492990046DEC14	704.20	
		1020SC	STANDARD INSURANCE COMPANY		704.20
12/2/14	25340	2020SC	Invoice: 1179001411	27.11	
		2020SC	Invoice: 1178919821	30.49	
		2020SC	Invoice: 1179238541	4.25	
		1020SC	STAPLES		61.85
12/2/14	25341	2020SC	Invoice: SCWA-PC-2014-03	12,328.47	
		1020SC	STREAMWISE		12,328.47
12/5/14	25341V	2020SC	Invoice: SCWA-PC-2014-03		12,328.47
		1020SC	STREAMWISE	12,328.47	
12/2/14	25342	2020SC	Invoice: 494	1,035.00	
		1020SC	STUMPY TRUCKING, INC.		1,035.00
12/2/14	25343	2020SC	Invoice: 14463	759.56	
		2020SC	Invoice: 14493	5,944.40	
		1020SC	SUMMERS ENGINEERING, INC.		6,703.96
12/2/14	25344	2020SC	Invoice: WD-0105448	1,996.00	
		1020SC	SWRCB		1,996.00
12/2/14	25345	2020SC	Invoice: 547980	731.53	
		2020SC	Invoice: 548122	2,112.10	
		2020SC	Invoice: 548274	1,574.24	
		2020SC	Invoice: 548561	2,279.19	
		2020SC	Invoice: 548734	846.42	
		1020SC	SYAR INDUSTRIES, INC		7,543.48
12/2/14	25346	2020SC	Invoice: 101225	39.94	
		1020SC	VALLEY HYDRAULICS & MACHINE, INC.		39.94
12/2/14	25347	2020SC	Invoice: 28857	200.00	
		1020SC	VISION TECHNOLOGY SOLUTIONS, LLC DBC		200.00
12/2/14	25348	2020SC	Invoice: JAN - DEC 2015	500.00	
		1020SC	WATER EDUCATION FOUNDATION		500.00
12/2/14	25349	2020SC	Invoice: 1166589	502.70	
		1020SC	WESTERN RANCH & PET SUPPLY		502.70
12/2/14	25350	2020SC	Invoice: SCWA-FY2014-15_3	11,257.10	
		2020SC	Invoice: LPCCC-FY2014-15_3	4,277.58	
		1020SC	WILDLIFE SURVEY & PHOTO SERVICE		15,534.68
12/2/14	25351	2020SC	Invoice: 27783	529.00	
		1020SC	YOLO-SOLANO AQMD		529.00
12/2/14	25352	2020SC	Invoice: 172374	27.39	
		1020SC	PACIFIC ACE HARDWARE		27.39
12/2/14	25352V	2020SC	Invoice: 172374		27.39
		1020SC	PACIFIC ACE HARDWARE	27.39	
12/2/14	25353	2020SC	Invoice: 172717	55.66	
		1020SC	PACIFIC ACE HARDWARE		55.66
12/2/14	25353V	2020SC	Invoice: 172717		55.66
		1020SC	PACIFIC ACE HARDWARE	55.66	
12/2/14	25354	2020SC	Invoice: TURF REBATE - LEGRO	1,386.00	
		1020SC	TURF REBATE PROGRAM		1,386.00
12/2/14	25355	2020SC	Invoice: TURF REBATE - PERRY	591.00	
		1020SC	TURF REBATE PROGRAM		591.00
12/2/14	25356	2020SC	Invoice: TURF REBATE - DELTOR	930.00	
		1020SC	TURF REBATE PROGRAM		930.00



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12/2/14	25357	2020SC 1020SC	Invoice: TURF REBATE - AQUINO TURF REBATE PROGRAM	2,000.00	2,000.00
12/2/14	25358	2020SC 1020SC	Invoice: TURF REBATE - BRACEW TURF REBATE PROGRAM	578.00	578.00
12/2/14	25359	2020SC 2020SC 1020SC	Invoice: TURF REBATE - JBRACE Invoice: TURF REBATE - JBRAC2 TURF REBATE PROGRAM	817.00 963.00	1,780.00
12/2/14	25360	2020SC 2020SC 1020SC	Invoice: TURF REBATE - LUM Invoice: TURF REBATE - BLUM TURF REBATE PROGRAM	792.00 1,000.00	1,792.00
12/2/14	25361	2020SC 1020SC	Invoice: TURF REBATE - RUBERT TURF REBATE PROGRAM	2,000.00	2,000.00
12/15/14	25361 V	2020SC 1020SC	Invoice: TURF REBATE - RUBERT TURF REBATE PROGRAM	2,000.00	2,000.00
12/2/14	25362	2020SC 1020SC	Invoice: TURF REBATE - MCGUIR TURF REBATE PROGRAM	690.00	690.00
12/2/14	25363	2020SC 1020SC	Invoice: TURF REBATE - HAARBE TURF REBATE PROGRAM	1,346.00	1,346.00
12/2/14	25364	2020SC 1020SC	Invoice: TURF REBATE - ROSS TURF REBATE PROGRAM	855.00	855.00
12/2/14	25365	2020SC 1020SC	Invoice: TURF REBATE - WILCOX TURF REBATE PROGRAM	1,096.00	1,096.00
12/2/14	25366	2020SC 1020SC	Invoice: TURF REBATE - LTHATC TURF REBATE PROGRAM	926.00	926.00
12/2/14	25367	2020SC 1020SC	Invoice: TURF REBATE - LBROOK TURF REBATE PROGRAM	651.00	651.00
12/2/14	25368	2020SC 1020SC	Invoice: TURF REBATE - CAMPBE TURF REBATE PROGRAM	1,000.00	1,000.00
12/2/14	25369	2020SC 1020SC	Invoice: TURF REBATE - INGLE TURF REBATE PROGRAM	2,000.00	2,000.00
12/2/14	25370	2020SC 1020SC	Invoice: TURF REBATE - ANDERS TURF REBATE PROGRAM	1,640.00	1,640.00
12/2/14	25371	2020SC 1020SC	Invoice: TURF REBATE - BAILEY TURF REBATE PROGRAM	790.00	790.00
12/2/14	25372	2020SC 1020SC	Invoice: TURF REBATE - DJACOB TURF REBATE PROGRAM	360.00	360.00
12/2/14	25373	2020SC 1020SC	Invoice: TURF REBATE - KIRBY TURF REBATE PROGRAM	2,000.00	2,000.00
12/2/14	25374	2020SC 1020SC	Invoice: TURF REBATE - MARQUE TURF REBATE PROGRAM	930.00	930.00
12/2/14	25375	2020SC 1020SC	Invoice: TURF REBATE - JTURNER TURF REBATE PROGRAM	588.00	588.00
12/2/14	25376	2020SC 1020SC	Invoice: TURF REBATE - GEMIGN TURF REBATE PROGRAM	1,000.00	1,000.00
12/2/14	25377	2020SC 1020SC	Invoice: 2-853-00835 FEDEX EXPRESS	575.44	575.44
12/9/14	25378	2020SC 1020SC	Invoice: 1820179 AMERICAN TOWER CORPORATION	514.07	514.07
12/9/14	25379	2020SC 1020SC	Invoice: 96113 ANALYTICAL SCIENCES	1,085.00	1,085.00
12/9/14	25380	2020SC 1020SC	Invoice: 0629671 ARCADIS U.S., INC.	17,043.60	17,043.60

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12/9/14	25381	2020SC 1020SC	Invoice: 11/23/14 - 12/22/14 AT&T MOBILITY	139.04	139.04
12/9/14	25382	2020SC 1020SC	Invoice: DECEMBER 2014 CLEAN TECH ADVOCATES	5,400.00	5,400.00
12/9/14	25383	2020SC 1020SC	Invoice: 15-12-355 DEPT OF FORESTRY & FIRE PROTECTION	35.90	35.90
12/9/14	25384	2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 14-024-O DEC 2014 Invoice: 14-026-U DEC 2014 Invoice: 15-102-V OCT 2014 Invoice: 14-026-T DEC 2014 DEPARTMENT OF WATER RESOURCES	13,814.00 4,369.00 38,025.00 400,665.00	456,873.00
12/9/14	25385	2020SC 1020SC	Invoice: 003459 ERICK'S DELI	9.99	9.99
12/9/14	25386	2020SC 1020SC	Invoice: US0131162577 ERNST & YOUNG LLP - 072	1,296.00	1,296.00
12/9/14	25387	2020SC 1020SC	Invoice: NOVEMBER 2014 FLORENDO, ANDREW	38.08	38.08
12/9/14	25388	2020SC 1020SC	Invoice: 070361 GARDENERS' GUILD	3,127.00	3,127.00
12/9/14	25389	2020SC 1020SC	Invoice: 512512 GFS CHEMICALS, INC.	1,298.94	1,298.94
12/9/14	25390	2020SC 1020SC	Invoice: 11-(14) DENNIS GRUNSTAD	880.00	880.00
12/9/14	25391	2020SC 2020SC 1020SC	Invoice: 6011289 Invoice: 6024381 HOME DEPOT CREDIT SERVICE	150.81 196.19	347.00
12/9/14	25392	2020SC 1020SC	Invoice: CL72569 INTERSTATE OIL COMPANY	731.00	731.00
12/9/14	25393	2020SC 1020SC	Invoice: 72577 INTEGRATED ENVIRONMENTAL RESTORATION	5,966.75	5,966.75
12/9/14	25394	2020SC 1020SC	Invoice: 133751 LSA ASSOCIATES, INC.	28,976.46	28,976.46
12/9/14	25395	2020SC 1020SC	Invoice: 465544 M&M SANITARY LLC	128.00	128.00
12/9/14	25396	2020SC 1020SC	Invoice: 24.01-1 MCCORD ENVIRONMENTAL, INC.	4,560.00	4,560.00
12/9/14	25397	2020SC 1020SC	Invoice: 20803 NOR-CAL BEVERAGES CO. INC.	28.56	28.56
12/9/14	25398	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 172374 Invoice: 172717 Invoice: 172178 Invoice: 172337 Invoice: 172336 Invoice: 837974 Invoice: 173438 Invoice: 173449 Invoice: 173437 Invoice: 173622 Invoice: 173880 PACIFIC ACE HARDWARE	27.39 55.66 40.77 22.54 45.61 34.43 23.44 21.49 20.19 34.39 25.10	351.01
12/9/14	25399	1020SC	VOID		
12/9/14	25400	2020SC 2020SC 2020SC 2020SC 2020SC	Invoice: 652977 Invoice: 652989 Invoice: 654060 Invoice: 654161 Invoice: 655434	116.63 11.60 18.73 44.04	0.54

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		1020SC	PISANIS AUTO PARTS		190.46
12/9/14	25401	2020SC	Invoice: 43580047	980.93	
		2020SC	Invoice: 43581652	77.67	
		1020SC	SBS LEASING A PROGRAM DE LAGE		1,058.60
12/9/14	25402	2020SC	Invoice: 761	467.50	
		2020SC	Invoice: 782	4,221.08	
		1020SC	SOLANO RESOURCE CONSERVATION DISTRICT		4,688.58
12/9/14	25403	2020N	Invoice: 2014-2015 MWQI	3,417.00	
		1020SC	STATE WATER PROJECT CONTRACTORS AUTHORI		3,417.00
12/9/14	25404	2020SC	Invoice: 495	5,744.00	
		1020SC	STUMPY TRUCKING, INC.		5,744.00
12/9/14	25405	2020SC	Invoice: 28909	250.00	
		2020SC	Invoice: 28908	4,449.00	
		1020SC	VISION TECHNOLOGY SOLUTIONS, LLC DBC		4,699.00
12/9/14	25406	2020SC	Invoice: 87570	3,839.34	
		2020SC	Invoice: 87572	5,950.00	
		2020SC	Invoice: 87569	294.75	
		1020SC	GHD, INC.		10,084.09
12/9/14	25407	2020SC	Invoice: 1X088179	1,011.34	
		1020SC	HORIZON DISTRIBUTORS, INC.		1,011.34
12/9/14	25408	2020SC	Invoice: TURF REBATE - ESMITH	1,000.00	
		1020SC	TURF REBATE PROGRAM		1,000.00
12/9/14	25408V	2020SC	Invoice: TURF REBATE - ESMITH		1,000.00
		1020SC	TURF REBATE PROGRAM	1,000.00	
12/9/14	25409	2020SC	Invoice: TURF REBATE - FRACCH	1,000.00	
		1020SC	TURF REBATE PROGRAM		1,000.00
12/9/14	25410	2020SC	Invoice: TURF REBATE - MEINEC	1,000.00	
		1020SC	TURF REBATE PROGRAM		1,000.00
12/9/14	25411	2020SC	Invoice: TURF REBATE - DELEGE	700.00	
		1020SC	TURF REBATE PROGRAM		700.00
12/9/14	25412	2020SC	Invoice: TURF REBATE - MITCHE	1,000.00	
		1020SC	TURF REBATE PROGRAM		1,000.00
12/9/14	25413	2020SC	Invoice: TURF REBATE - NMARTI	352.00	
		1020SC	TURF REBATE PROGRAM		352.00
12/9/14	25414	2020SC	Invoice: TURF REBATE - BUXA	1,000.00	
		1020SC	TURF REBATE PROGRAM		1,000.00
12/9/14	25415	2020SC	Invoice: TURF REBATE - KOWALS	736.00	
		1020SC	TURF REBATE PROGRAM		736.00
12/9/14	25416	2020SC	Invoice: TURF REBATE - ESMITH	1,000.00	
		1020SC	TURF REBATE PROGRAM		1,000.00
12/16/14	25417	2020SC	Invoice: 0324490	1,389.67	
		1020SC	CB&T/ACWA-JPIA		1,389.67
12/16/14	25418	2020SC	Invoice: 156163	340.55	
		1020SC	AYRES ASSOCIATES		340.55
12/16/14	25419	2020SC	Invoice: CLOTHING 12/2014	50.00	
		2020SC	Invoice: RAIN JACKET DEC 2014	100.75	
		1020SC	JEFF BARICH		150.75
12/16/14	25420	2020SC	Invoice: BA3734	2,266.65	
		2020SC	Invoice: BA3732	2,000.00	
		2020SC	Invoice: BA3733	666.65	
		2020SC	Invoice: BA3735	1,833.35	
		1020SC	BLANKINSHIP & ASSOCIATES, INC.		6,766.65
12/16/14	25421	2020SC	Invoice: FCAC DEC 14 PER DIE	31.72	

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		1020SC	RONALD CAMPBELL		31.72
12/16/14	25422	2020SC 1020SC	Invoice: FCAC DEC 14 PER DIEM TERRENCE CONNOLLY	25.00	25.00
12/16/14	25423	2020SC 1020SC	Invoice: AR3205 CONTRA COSTA WATER DISTRICT	91,631.89	91,631.89
12/16/14	25424	2020SC 1020SC	Invoice: SPRING 2015 CALIFORNIA STATE UNIVERSITY, SACRAMENTO	6,330.00	6,330.00
12/15/14	25425	2020SC 1020SC	Invoice: 3679 EYASCO, INC.	12,885.00	12,885.00
12/15/14	25426	2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 75761 Invoice: 75759 Invoice: 75760 Invoice: 75762 HERUM \ CRABTREE \ SUNTAG	221.34 31.62 55.08 82.62	390.66
12/15/14	25427	2020SC 1020SC	Invoice: 1360 IRON SPRINGS CORPORATION	4,925.00	4,925.00
12/15/14	25428	2020SC 1020SC	Invoice: FCAC DEC 14 PER DIEM RONALD KOEHNE	25.00	25.00
12/15/14	25429	2020SC 1020SC	Invoice: FCAC DEC 14 PER DIEM RUDOLF OHLEMUTZ	58.60	58.60
12/15/14	25430	2020SC 1020SC	Invoice: FCAC DEC 14 PER DIEM LAURA PETERS	25.00	25.00
12/15/14	25431	2020SC 1020SC	Invoice: 37077872 RECOLOGY VACAVILLE SOLANO	125.38	125.38
12/16/14	25432	2020SC 1020SC	Invoice: NOV 2014 SOLANO COUNTY FLEET MANAGEMENT	216.93	216.93
12/16/14	25433	2020SC 2020SC 1020SC	Invoice: 0002839 Invoice: 002736 SOLANO IRRIGATION DISTRICT	133,425.74 135,336.52	268,762.26
12/16/14	25434	1020SC	VOID		
12/16/14	25435	2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 04017 Invoice: 04016 Invoice: 04018 Invoice: 04019 Invoice: 04020 SOLANO COUNTY DEPT RESOURCE MGMT.	67,389.83 2,012.60 23,722.51 11,073.61 2,350.50	106,549.05
12/16/14	25436	1020SC	VOID		
12/16/14	25437	2020SC 2020SC 1020SC	Invoice: 145418 Invoice: 147308 TRACTOR SUPPLY CREDIT PLAN	91.45 64.54	155.99
12/16/14	25438	2020SC 1020SC	Invoice: DEC 2014 PER DIEM LEN AUGUSTINE	100.00	100.00
12/16/14	25439	2020SC 2020SC 1020SC	Invoice: DEC 2014 PER DIEM Invoice: EXEC SPECIAL DEC2014 JACK BATCHELOR	113.44 126.88	240.32
12/16/14	25440	2020SC 2020SC 2020SC 1020SC	Invoice: EXEC MEET DEC 2014 Invoice: DEC 2014 PER DIEM Invoice: EXEC SPECIAL DEC2014 DALE CROSSLEY	100.00 133.60 33.60	267.20
12/16/14	25441	2020SC 1020SC	Invoice: DEC 2014 PER DIEM OSBY DAVIS	130.80	130.80
12/16/14	25442	2020SC 1020SC	Invoice: DEC 2014 PER DIEM DON HOLDENER	107.84	107.84
12/16/14	25443	2020SC	Invoice: DEC 2014 PER DIEM	100.00	



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		1020SC	JOHN D. KLUGE		100.00
12/16/14	25444	2020SC	Invoice: 15632	298.75	
		1020SC	LAUGENOUR AND MEIKLE		298.75
12/16/14	25445	2020SC	Invoice: 480325924	94.96	
		2020SC	Invoice: 480328557	78.97	
		2020SC	Invoice: 480327684	94.96	
		2020SC	Invoice: 480326797	90.96	
		1020SC	MISSION LINEN SUPPLY		359.85
12/16/14	25446	2020SC	Invoice: DEC 2014 PER DIEM	135.28	
		1020SC	ELIZABETH PATTERSON		135.28
12/16/14	25447	2020SC	Invoice: 0002865	166.01	
		2020SC	Invoice: 0002864	4,334.93	
		1020SC	SOLANO IRRIGATION DISTRICT		4,500.94
12/16/14	25448	2020SC	Invoice: EXEC MEET DEC 2014	100.00	
		2020SC	Invoice: DEC 2014 PER DIEM	100.00	
		1020SC	JAMES SPERING		200.00
12/16/14	25449	2020SC	Invoice: DEC 2014 PER DIEM	100.00	
		1020SC	JOHN VASQUEZ		100.00
12/16/14	25450	2020SC	Invoice: 91720	17,585.00	
		1020SC	WOOD RODGERS, INC.		17,585.00
12/16/14	25451	2020SC	Invoice: TURF REBATE - LAWTON	1,000.00	
		1020SC	TURF REBATE PROGRAM		1,000.00
12/16/14	25452	2020SC	Invoice: TURF REBATE - HO	723.00	
		1020SC	TURF REBATE PROGRAM		723.00
12/16/14	25453	2020SC	Invoice: TURF REBATE - AKAKA	1,000.00	
		1020SC	TURF REBATE PROGRAM		1,000.00
12/16/14	25454	2020SC	Invoice: TURF REBATE - KOLYSK	1,000.00	
		1020SC	TURF REBATE PROGRAM		1,000.00
12/16/14	25455	2020SC	Invoice: TURF REBATE - WAKAYE	440.00	
		1020SC	TURF REBATE PROGRAM		440.00
12/16/14	25456	2020SC	Invoice: TURF REBATE - MCKELV	472.00	
		1020SC	TURF REBATE PROGRAM		472.00
12/16/14	25457	2020SC	Invoice: TURF REBATE - PRICE	1,000.00	
		1020SC	TURF REBATE PROGRAM		1,000.00
12/16/14	25458	2020SC	Invoice: TURF REBATE - JIMEND	653.00	
		1020SC	TURF REBATE PROGRAM		653.00
12/16/14	25459	2020SC	Invoice: TURF REBATE - CUEVA	1,000.00	
		1020SC	TURF REBATE PROGRAM		1,000.00
12/16/14	25460	2020SC	Invoice: TURF REBATE - RIGDON	693.00	
		1020SC	TURF REBATE PROGRAM		693.00
12/16/14	25461	2020SC	Invoice: TURF REBATE - EKENST	2,000.00	
		1020SC	TURF REBATE PROGRAM		2,000.00
12/16/14	25462	2020SC	Invoice: TURF REBATE - BRYANT	1,000.00	
		1020SC	TURF REBATE PROGRAM		1,000.00
12/16/14	25463	2020SC	Invoice: TURF REBATE - KLARE	1,800.00	
		1020SC	TURF REBATE PROGRAM		1,800.00
12/16/14	25464	2020SC	Invoice: TURF REBATE - BRUNKA	1,000.00	
		1020SC	TURF REBATE PROGRAM		1,000.00
12/16/14	25465	2020SC	Invoice: TURF REBATE - SUSPER	1,000.00	
		1020SC	TURF REBATE PROGRAM		1,000.00
12/16/14	25466	2020SC	Invoice: TURF REBATE - CRAFT	740.00	
		1020SC	TURF REBATE PROGRAM		740.00

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12/16/14	25467	2020SC 1020SC	Invoice: TURF REBATE - DEBERR TURF REBATE PROGRAM	637.00	637.00
12/16/14	25468	2020SC 1020SC	Invoice: TURF REBATE - KOFSKY TURF REBATE PROGRAM	708.00	708.00
12/16/14	25469	2020SC 1020SC	Invoice: TURF REBATE - DALY TURF REBATE PROGRAM	1,920.00	1,920.00
12/16/14	25470	2020SC 1020SC	Invoice: TURF REBATE - HOLGUI TURF REBATE PROGRAM	2,000.00	2,000.00
12/16/14	25471	2020SC 1020SC	Invoice: TURF REBATE - WILDER TURF REBATE PROGRAM	2,000.00	2,000.00
12/16/14	25471V	2020SC 1020SC	Invoice: TURF REBATE - WILDER TURF REBATE PROGRAM	2,000.00	2,000.00
12/15/14	25472	2020SC 1020SC	Invoice: TURF REBATE - TOWARN TURF REBATE PROGRAM	2,000.00	2,000.00
12/15/14	25473	2020SC 1020SC	Invoice: TURF REBATE - WINDRI TURF REBATE PROGRAM	2,000.00	2,000.00
12/15/14	25474	2020SC 1020SC	Invoice: TURF REBATE - WILDER TURF REBATE PROGRAM	2,000.00	2,000.00
12/17/14	25475	2020SC 1020SC	Invoice: 0157070 PETRILLO'S TIRE AND AUTO SERVICE	2,666.51	2,666.51
12/24/14	25476	2020SC 1020SC	Invoice: PROP84GRANT #8 ALAMEDA COUNTY WATER DISTRICT	42,597.52	42,597.52
12/24/14	25477	2020SC 1020SC	Invoice: 1411060 AD SPECIAL TS	64.70	64.70
12/24/14	25478	2020SC 1020SC	Invoice: 14022 AGRICHEM SERVICES, INC.	28,022.25	28,022.25
12/24/14	25479	2020SC 2020SC 1020SC	Invoice: 6049704 Invoice: 6049705 AT&T	179.55 230.77	410.32
12/24/14	25480	2020SC 1020SC	Invoice: PROP84GRANT #8 BAY AREA WATER SUPPLY &	81,673.91	81,673.91
12/24/14	25481	2020SC 1020SC	Invoice: 2015 MEMBERSHIP CALIFORNIA NATIVE GRASSLANDS ASSOC.	125.00	125.00
12/24/14	25482	2020SC 1020SC	Invoice: 5002331380 CINTAS CORPORATION	56.10	56.10
12/24/14	25483	2020SC 1020SC	Invoice: PROP84GRANT #8 CITY OF NAPA WATER DIVISION	9,476.25	9,476.25
12/24/14	25484	2020SC 2020SC 2020SC 1020SC	Invoice: 4696 Invoice: 4695 Invoice: 4705 CLEAN LAKES, INC.	15,812.86 14,911.03 8,024.37	38,748.26
12/24/14	25485	2020SC 1020SC	Invoice: 15-143-U DEPARTMENT OF WATER RESOURCES	71,000.00	71,000.00
12/24/14	25486	2020N 1020SC	Invoice: 30100 ELECTRIC & GAS INDUSTRIES ASSOC.	12,781.61	12,781.61
12/24/14	25487	2020SC 1020SC	Invoice: DECEMBER 2014 FLORENDO, ANDREW	70.56	70.56
12/24/14	25488	2020SC 2020SC 2020SC 1020SC	Invoice: V3247402 Invoice: V3247501 Invoice: V32475011 HOLT OF CALIFORNIA	6,902.36 7,009.75 851.81	14,763.92
12/24/14	25489	2020SC 2020SC	Invoice: 1X088338 Invoice: 1X088505	7.55 188.79	

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		1020SC	HORIZON DISTRIBUTORS, INC.		196.34
12/24/14	25490	2020SC 1020SC	Invoice: 12537 KC ENGINEERING COMPANY	330.00	330.00
12/24/14	25491	2020SC 1020SC	Invoice: 12209 LEADING EDGE ATTACHMENTS, INC.	3,020.00	3,020.00
12/24/14	25492	2020N 1020SC	Invoice: DEC 2014 LEE, CHRISTOPHER R.	122.08	122.08
12/24/14	25493	2020SC 1020SC	Invoice: 30238 LUHDORFF & SCALMANINI	1,968.75	1,968.75
12/24/14	25494	2020SC 1020SC	Invoice: PROP84GRANT #8 MARIN MUNICIPAL WATER DISTRICT	36,334.65	36,334.65
12/24/14	25495	2020SC 1020SC	Invoice: 130998 MARTIN'S METAL FABRICATION &	88.46	88.46
12/24/14	25496	2020SC 1020SC	Invoice: 14-12-3868 MBK ENGINEERS	7,025.75	7,025.75
12/24/14	25497	2020SC 1020SC	Invoice: NAPA WHOLE DEC 2014 COUNTY OF NAPA	156,000.00	156,000.00
12/24/14	25498	2020SC 1020SC	Invoice: PROP84GRANT #8 NAPA COUNTY FC&WCD	4,404.42	4,404.42
12/24/14	25499	2020SC 1020SC	Invoice: 58293 NORMANDEAU ASSOCIATES, INC.	8,013.81	8,013.81
12/24/14	25500	2020SC 1020SC	Invoice: 8464704 OVIVO USA, LLC.	48,000.00	48,000.00
12/24/14	25501	2020SC 1020SC	Invoice: 0007403414-1 PACIFIC GAS & ELECTRIC CO,	10,515.00	10,515.00
12/24/14	25502	2020SC 1020SC	Invoice: 2444786-DC14 PITNEY BOWES	436.90	436.90
12/24/14	25503	2020SC 1020SC	Invoice: 1053 ROCK STEADY JUGGLING	2,500.00	2,500.00
12/24/14	25504	2020SC 2020SC 1020SC	Invoice: 005881 Invoice: LATE FEE 002870 SAM'S CLUB	293.94 36.73	330.67
12/24/14	25505	2020SC 1020SC	Invoice: PROP84GRANT #8 SANTA CLARA VALLEY WATER DISTRICT	25,353.96	25,353.96
12/24/14	25506	2020SC 1020SC	Invoice: 33880 SOLANO SIGNS	434.50	434.50
12/24/14	25507	2020SC 1020SC	Invoice: PROP84GRANT #8 SONOMA COUNTY WATER AGENCY	40,645.46	40,645.46
12/24/14	25508	2020SC 2020SC 1020SC	Invoice: 1209478151 Invoice: 1212549301 STAPLES	142.89 100.28	243.17
12/24/14	25509	2020SC 2020SC 1020SC	Invoice: 14655 Invoice: 14599 SUMMERS ENGINEERING, INC.	16,534.23 1,015.80	17,550.03
12/24/14	25510	2020SC 1020SC	Invoice: 548900 SYAR INDUSTRIES, INC	402.56	402.56
12/24/14	25511	2020SC 1020SC	Invoice: 001269 UNAVCO, INC.	192.47	192.47
12/24/14	25512	2020SC 1020SC	Invoice: 29063 VISION TECHNOLOGY SOLUTIONS, LLC DBC	200.00	200.00
12/24/14	25513	2020SC 1020SC	Invoice: 1187 WATERSMART SOFTWARE	28,860.00	28,860.00

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12/24/14	25514	2020SC 1020SC	Invoice: 10991 WESTERN WEATHER GROUP	1,040.00	1,040.00
12/24/14	25515	2020SC 2020SC 1020SC	Invoice: SCWA-FY-2014-15_4 Invoice: SCWA-FY2014-15_4 WILDLIFE SURVEY & PHOTO SERVICE	9,888.02 4,544.30	14,432.32
12/24/14	25516	2020SC 1020SC	Invoice: PROP84GRANT #8 ZONE 7 WATER AGENCY	41,285.94	41,285.94
12/15/14	BARICH NOV 2014	6310AC 1020SC	CHEVRON - FUEL BANK OF THE WEST	25.31	25.31
12/25/14	CUETARA NOV 2014	2020SC 1020SC	Invoice: CUETARA NOV 2014 BANK OF THE WEST	869.09	869.09
12/11/14	EFT	2020SC 1020SC	Invoice: DEC HEALTH 2014 CALPERS	14,166.14	14,166.14
12/12/14	EFT	6111AC 1020SC	FSA ADMIN FEES - NOVEMBER 2014 PAYCHEX, INC.	109.00	109.00
12/10/14	EFT	2020SC 2020SC 1020SC	Invoice: 9734505317 Invoice: 9736211944 VERIZON WIRELESS	2,062.84 2,189.75	4,252.59
12/6/14	EFT	2024AC 6012AC 1020SC	EMPLOYEE LIABILITIES - 12.06.14 EMPLOYER LIABILITIES - 12.06.14 PAYROLL TAXES	15,189.07 1,294.45	16,483.52
12/12/14	EFT	2020SC 1020SC	Invoice: 2014121001 PAYCHEX, INC.	147.80	147.80
12/12/14	EFT	2020SC 1020SC	Invoice: SIP PPE 12.06.14 CALPERS	3,355.62	3,355.62
12/12/14	EFT	2020SC 1020SC	Invoice: PPE 12.06.14 CALPERS	11,054.29	11,054.29
12/12/14	EFT	2020SC 1020SC	Invoice: PEPRA 12.06.14 CALPERS	320.67	320.67
12/19/14	EFT	2020SC 1020SC	Invoice: 11/12/14 - 12/10/14 PACIFIC GAS & ELECTRIC CO,	758.54	758.54
12/23/14	EFT	2020SC 1020SC	Invoice: 42996660 CHEVRON AND TEXACO	102.93	102.93
12/20/14	EFT	2024AC 6012AC 1020SC	EMPLOYEE LIABILITIES - 12.20.14 EMPLOYER LIABILITIES - 12.20.14 PAYROLL TAXES	9,007.03 1,033.53	10,040.56
12/23/14	EFT	2020SC 1020SC	Invoice: SIP PPE 12.20.14 CALPERS	3,355.50	3,355.50
12/23/14	EFT	2020SC 1020SC	Invoice: PPE 12.20.14 CALPERS	10,084.07	10,084.07
12/23/14	EFT	2020SC 1020SC	Invoice: PEPRA PPE 12.20.14 CALPERS	320.67	320.67
12/26/14	EFT	2020SC 1020SC	Invoice: 2014122301 PAYCHEX, INC.	154.85	154.85
12/25/14	FOWLER NOV 2014	6230SC 6230SC 6230SC 6230SC 6230SC 6300AC 6230SC 6090AC 2025SC 2025SC 2025SC	PAYPAL GLENNCOFITT - SUPPLIES STAPLES - SUPPLIES LOWES - SUPPLIES SAMSCLUB - SUPPLIES ZSI INC - SUPPLIES SUMMIT RACING MAIL - SUPPLIES HARBOR FREIGHT TOOLS - SUPPLIES PAYPAL MAUREENPSTE - SUPPLIES ACCRUED TAX - PAYPAL GLENNCOFITT ACCRUED TAX - ZSI INC ACCRUED TAX - ZSI INC	24.35 58.71 56.44 42.03 126.04 196.30 63.34 148.87	1.05 8.21 14.33



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		2025SC	ACCRUED TAX - PAYPAL MAUREENPSTE		10.87
		1020SC	BANK OF THE WEST		681.62
12/25/14	JONES NOV 2014	6300AC	SQ 1ST CHOICE AUTO GL - SERVICE	180.00	
		6300AC	VACAVILLE LOCK AND SEC - SERVICE	40.35	
		6181SC	LMC TRUCK - SERVICE	187.65	
		6199SC	YCFB EDUCATION CORP - SPRAY SAFE CLASS	10.00	
		6190SC	LOWES - SUPPLIES	48.47	
		1020SC	BANK OF THE WEST		466.47
12/25/14	LEE NOV 2014	6330AC	CITYOFSAC PARKING	15.00	
		6330AC	CITYOFSAC PARKING	12.00	
		1020SC	BANK OF THE WEST		27.00
12/25/14	MCLEAN NOV 2014	6040AC	WALMART - SODA	5.37	
		6330AC	1010 8TH STREET - PARKING	10.00	
		6040AC	TARGET - PAPER TOWELS	16.17	
		6040AC	REMOTELINK INC - EXECUTIVE COMMITTEE	8.66	
		6040AC	DREAMSTIME.COM - STOCK IMAGES	14.99	
		6040AC	NAPOLI PIZZERIA - EXEC SEARCH MEETING	35.99	
		6040AC	NAPOLI PIZZERIA - ADVISORY COMM	58.00	
		6040AC	PURE GRAIN BAKERY - BOD	41.70	
		6040AC	SAFEWAY STORE - BOD & LPCCC COOKIES	10.00	
		6040AC	NAPOLI PIZZERIA - BOD	33.00	
		6040AC	REMOTELINK INC - IRWMP CALL	3.85	
		6040AC	REMOTELINK INC - WESTSIDE SAC CALL	48.10	
		6040AC	REMOTELINK INC - IRWMP CALL	36.59	
		6040AC	REMOTELINK INC - IRWMP CALL	31.83	
		1020SC	BANK OF THE WEST		354.25
12/25/14	OKITA NOV 2014	6330AC	CITYOFSAC PARKING	20.00	
		6330AC	CITYOFSAC PARKING	9.00	
		1020SC	BANK OF THE WEST		29.00
12/25/14	PATE NOV 2014	6330AC	CITYOFSAC PARKING	15.00	
		6330AC	CITYOFSAC PARKING	20.00	
		6330AC	CITYOFSAC PARKING	15.00	
		6310AC	LEISURE TOWN 76 - PRIUS	24.69	
		6040AC	TMS GEORGE MUNTEAN - LUNCH BAY DELTA	12.12	
		6040AC	CONFERENCE		
		6040AC	PENNISI'S DELICATESSEN - LUNCH BAY DELTA	16.86	
		6040AC	CONFERENCE		
		6330AC	CITYOFSAC PARKING	20.00	
		6040AC	FOXGOOSE PUB - DWR MTG	12.00	
		6310AC	CHEVRON - PRIUS	14.66	
		6040AC	VALLEJO'S RESTAURANT - DWR MTG	16.00	
		1020SC	BANK OF THE WEST		166.33
12/25/14	RABIDOUX NOV 2014	6330AC	CITYOFSAC PARKING - BAY DELTA	20.00	
		6330AC	CONFERENCE		
		6330AC	CITYOFSAC PARKING - BAY DELTA	20.00	
		6330AC	CONFERENCE		
		6330AC	CITYOFSAC PARKING - BAY DELTA	20.00	
		6330AC	CONFERENCE		
		6144N	LOWES - SUPPLIES	5.16	
		6310AC	CHEVRON - FUEL	59.00	
		6144N	LOWES - SUPPLIES	23.03	
		1020SC	BANK OF THE WEST		147.19
12/25/14	SNYDER NOV 2014	6670U	RELOCATABLE CONFINMENT - WEST COAST	82.50	
		6670U	RAILROAD - SUPPLIES		
		6230SC	PACIFIC COAST HARDWARE - GARDEN SPRAYER	18.26	
		6300AC	AGILIS LINXUP MOTOSFTY - TRACKING	91.96	
		6300AC	SERVICES		
		6300AC	VACAVILLE AUTO PARTS - SUPPLIES	73.28	
		6199SC	WAL-MART - SUPPLIES	24.71	
		6042AC	AMAZON.COM - FIRST AID KIT	86.22	
		6042AC	AMAZON MKTPLACE - 5 FIRE EXTINGUISHERS	107.82	
		6300AC	AMAZON MKTPLACE - EMERGENCY BULB	103.95	
		6042AC	AMAZON MKTPLACE - SIGNS	44.71	
		6310AC	QUIK STOP - DIESEL	101.02	
		6041AC	STAPLES - SUPPLIES	65.24	
		6199SC	STAPLES - HDMI CABLE	16.17	
		6042AC	AMAZON.COM -FIRST AID KIT RETURNED		86.22
		6360AC	YCFB EDUCATION CORP - SPARY SAFE SEMINAR	10.00	
		6181SC	ALLIED PROPANE SERVICES - PROPANE	131.48	

**SOLANO COUNTY WATER AGENCY**  
**Cash Disbursements Journal**  
**For the Period From Dec 1, 2014 to Dec 31, 2014**

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

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		6042AC	WALESALE MARINE - SUPPLIES	107.61	
		6042AC	AMAZON.COM - FIRST AID KIT	145.52	
		2025SC	ACCRUED TAX - AMAZON MKTPLACE - FIRE EXTINGUISHERS		7.87
		2025SC	ACCRUED TAX - AMAZON MKTPLACE - EMERGENCY BULB		6.86
		2025SC	ACCRUED TAX - WHOLESALE MARINE		7.86
		1020SC	BANK OF THE WEST		1,101.64
	Total			2,210,442.90	2,210,442.90

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE: January 8, 2015  
SUBJECT: Cafeteria Plan Amendment

RECOMMENDATION:

Authorize Chairman to sign an amendment to the SCWA medical benefit Cafeteria Plan to reflect the health care reform laws.

FINANCIAL IMPACT:

None.

BACKGROUND:

During 2005 the Agency hired the law firm of Chang, Ruthenberg and Long to develop a Cafeteria Plan for employee benefits. The Board adopted the Cafeteria Plan in January 2005. The intention of the Plan is that eligible employees elect to receive benefits under the Plan that is excluded from the Employee's gross income for tax purposes and give employees flexibility in medical benefits. The benefit available to employees under the SCWA Cafeteria Plan is solely medical benefits provided through a contract with CalPERS. SCWA, through the Board of Directors, determines the amount of the cost of the medical benefits to be paid by SCWA for eligible employees and if employees can get cash back from unused Plan benefits. Presently, the Agency annually contributes \$12,500 per employee to the Plan. 25% of any unused Plan benefit is paid out as cash to the employee. If the medical insurance is waived by the employee, proof of other coverage is required.

The law firm has prepared an amendment to the Cafeteria Plan to reflect health care reform laws. CalPERS, who administers the Agency's health plan, has updated the insurance policies to stay current with the legislative and regulatory changes. This amendment will bring the Cafeteria Plan document up to date with the current laws.

Recommended:   
David B. Okita, General Manager

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

I, David B. Okita, 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 January 8, 2015 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

## **AMENDMENT TO THE**

### **Solano County Water Agency Cafeteria Plan**

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The cafeteria plan named above (Plan) is amended by adding the provisions set forth below effective as of the date of this Amendment (unless otherwise provided below). To the extent that any of the following provisions address an aspect of the Plan that is already addressed in the Plan prior to this Amendment, such provisions shall be treated as amending the relevant provisions of the Plan.

**1. Plan Document And Interpretation.**

The plan document and any exhibits, appendices or supplements thereto shall constitute the entire document and shall govern the rights, liabilities and obligations of the parties under the Plan, except as it may be modified by a duly authorized and adopted amendment (including this Amendment). No statements contained in any other writing or communication, including, but not limited to, a summary plan description or a summary of material modifications, shall constitute the terms of the Plan.

**2. Adult Children.**

Effective as of the first day of the first Plan Year beginning on or after September 23, 2010, in accordance with, but only to the extent required by, the Patient Protection and Affordable Care Act, the Health Care and Education Reconciliation Act of 2010, any subsequent legislation, and the lawful guidance published thereunder, for purposes of any group health plan benefit, a group health plan governed by the Plan, that provides coverage to a child of a Participant, shall offer such coverage to any child (as defined in Code section 152(f)(1)) of a Participant if the child has not attained age twenty-six (26); provided, however, that:

- A. For Plan Years beginning before January 1, 2014, if any group health plan provided under the Plan or any "benefit package" provided under the Plan is a "grandfathered health plan," as such terms are defined in such legislation and guidance, then this subsection shall apply to such a child with respect to any such group health plan or any such benefit package only if the child is not eligible to enroll in an eligible employer-sponsored health plan (as defined in Code section 5000A(f)(2)) other than such grandfathered health plan or benefit package, except to the extent that the Employer has determined, in its sole and absolute discretion, to extend such coverage under one or more group health plan Contracts to such a child regardless of whether the child is or is not eligible to enroll in an eligible employer-sponsored health plan other than such grandfathered health plan or benefit package; and
- B. Such a child shall not be eligible for benefits under a Contract unless the Contract extends coverage to such a child.

3. Marriage And Domestic Partners.

- A. The Plan, including each Contract, shall be interpreted consistent with the invalidation of section 3 of the federal Defense Of Marriage Act such that the words "marriage" and "spouse" shall include a marriage to a same-sex spouse that was valid in the State where it was entered into, regardless of the married couple's place of domicile.
- B. Although a domestic partner of an Employee (and the domestic partner's dependents) may be covered under a group health plan benefit that is provided under the Plan, neither the domestic partner or the domestic partner's dependents are entitled to elect COBRA benefits unless the Contract under which such a domestic partner is covered provides for such an election. Even if the Contract under which such a domestic partner is covered does not provide for such an election, an Employee who (i) has a qualifying event that is termination of the Employee for reasons other than gross misconduct or a reduction in the Employee's hours and (ii) elects COBRA benefits may elect to continue benefits for the Employee's domestic partner (and the domestic partner's dependents) to the same extent that the Employee could elect such coverage if the Employee had not had a qualifying event.

4. Automatic Enrollment.

Notwithstanding the Plan's other enrollment provisions, in accordance with, but only to the extent required by, the Patient Protection and Affordable Care Act, any subsequent legislation, and the lawful guidance published thereunder, the Employer shall automatically enroll new full-time eligible Employees in one of the group health plans offered (subject to any waiting periods) and continue the enrollment of current Participants in a group health plan. The Employer or the Administrator shall also provide adequate notice to the Employees of such automatic enrollment and the opportunity for an Employee to opt out of any coverage in which the Employee was automatically enrolled.

5. Military Leaves.

Each group health plan that is subject to the Plan shall provide that an Employee, who is absent from the Employee's position of employment by reason of service in the uniformed services, may elect to continue such coverage, as, and to the extent required by the Uniformed Services Employment And Reemployment Rights Act of 1994 (USERRA) as it may be amended by subsequent federal legislation. The maximum period of coverage of an Employee and the Employee's dependents under such an election shall be the lesser of (i) the period of twenty-four (24) months beginning on the date on which the Employee's absence begins or (ii) the day after the date on which the Employee fails to apply for or return to a position of employment as determined under section 4312(e) of USERRA. An Employee who elects to continue coverage under USERRA shall be required to pay not more than one hundred two percent (102%) of the full premium under the plan, determined in the same

manner as the applicable premium under COBRA associated with such coverage for the Employer's other Employees; provided, however, that in the case of an Employee who performs service in the uniformed services for less than thirty-one (31) days, the Employee shall not be required to pay more than the Employee share, if any, for such coverage. In the case of a person whose coverage under a health plan that is subject to the Plan was terminated by reason of service in the uniformed services, an exclusion or waiting period may not be imposed in connection with the reinstatement of such coverage upon reemployment under USERRA if an exclusion or waiting period would not have been imposed had coverage of such person by such plan not been terminated as a result of such service; provided, however, that the preceding requirement shall not apply to the coverage of any illness or injury determined by the Secretary of Veteran Affairs to have been incurred in, or aggravated during, performance of service in the uniformed services.

6. Special Enrollment Periods.

A. HIPAA Special Enrollment Periods.

An Employee and the Employee's dependents shall be able to enroll in each group health plan benefit that is provided under the Plan during special enrollment periods to the extent required by the applicable requirements of HIPAA.

B. Children's Health Insurance Program Special Enrollment Periods.

Effective as of April 1, 2009, an Employee who is eligible, but not enrolled, for coverage under the terms of a group health plan benefit that is provided under the Plan (or a dependent of such an Employee if the dependent is eligible, but not enrolled, for coverage under such terms) shall be able to enroll for coverage under the terms of the group health plan if either of the following conditions is met:

1. The Employee or dependent is covered under a Medicaid plan under title XIX of the Social Security Act or under a State child health plan under title XXI of the Social Security Act, coverage of the Employee or dependent under such a plan is terminated as a result of loss of eligibility for such coverage, and the Employee requests coverage under the group health plan not later than sixty (60) days after the date of termination of such coverage; or
2. The Employee or dependent becomes eligible for assistance, with respect to coverage under the group health plan under such Medicaid plan or State child health plan (including under any waiver or demonstration project conducted under or in relation to such a plan), if the Employee requests coverage under the group health plan not later than sixty (60) days after the date the Employee or dependent is determined to be eligible for such assistance.

**C. Health Care Reform Special Enrollment Periods.**

An Employee and the Employee's eligible dependents shall be able to enroll in each group health plan benefit that is provided under the Plan during special enrollment periods to the extent required by the applicable requirements of the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010, as they may be amended from time to time, and the lawful guidance thereunder published by the Treasury Department, the Internal Revenue Service, the Department of Labor, or the Department of Health and Human Services from time to time.

**7. Termination Of Participation.**

The Administrator may rescind coverage under the Plan of any individual if the individual or someone on behalf of the individual either (i) performs an act, practice, or omission that constitutes fraud or (ii) makes an intentional misrepresentation of material fact in applying for or obtaining coverage, or obtaining benefits, under the Plan. The Administrator may (i) void coverage for the individual for the period of time coverage was in effect or (ii) terminate coverage as of a date to be determined at the Administrator's sole and absolute discretion. The rescission may have a retroactive date; provided, however, that a rescission may have a retroactive date with respect to a group health plan benefit that is provided under the Plan only if the Administrator provides at least thirty (30) days advance written notice to each individual who would be affected by such rescission. The Administrator will refund all Employee contributions paid for any coverage rescinded; provided, however, that the refund will be offset, in whole or in part, by any claims paid by the Plan that would not have been paid but for the fraud or intentional misrepresentation. In addition, the Administrator may exercise its rights under any provision of the Plan that allows the Plan or the Administrator to recover any overpayment of any benefit under the Plan.

**8. Preexisting Condition Limitations.**

- A. Each group health plan benefit that is provided under the Plan shall not impose preexisting condition restrictions or limitations on coverage that are contrary to or inconsistent with the applicable requirements of HIPAA. The Administrator shall provide certifications of coverage to Participants to the extent required by HIPAA.
- B. In accordance with, but only to the extent required by, the Patient Protection and Affordable Care Act, the Health Care and Education Reconciliation Act of 2010, any subsequent legislation, and the lawful guidance published thereunder, no preexisting condition exclusion shall be applied by any group health plan that is provided under the Plan with respect to (i) any enrollee who is under age nineteen (19) effective as of the first day of the first Plan Year beginning on or after September 23, 2010 or (ii) any other covered person effective as of the first day of the first Plan Year beginning on or after January 1, 2014.

**9. Mental Health Parity.**

A. Each group health plan benefit provided under the Plan shall comply with all applicable requirements of the Mental Health Parity Act of 1996, as amended (MHPA), unless the Employer is a small employer as defined in MHPA or:

1. For Plan Years beginning before the MHPA amendments effective date set forth below, if the application of MHPA's requirements results in a cost increase of at least one percent (1%); or
2. For Plan Years beginning on or after the MHPA amendments effective date set forth below, if the application of MHPA's requirements results in an actuarially certified cost increase in excess of the "applicable percentage," all as set forth in Code section 9812, ERISA section 712 and section 2705 of the Public Health Service Act (PHSA), as each may be amended from time to time, as applicable to the Plan.

B. The MHPA amendments effective date referenced above shall be Plan Years beginning after October 3, 2009; provided, however, that in the case of a group health plan benefit maintained pursuant to one or more collective bargaining agreements between Employee representatives and the Employer ratified before October 3, 2008, the MHPA amendments effective date be Plan Years beginning on or after the later of (i) the date on which the last of the collective bargaining agreements related to the Plan terminates (determined without regard to any extension thereof agreed to after October 3, 2008) or (ii) January 1, 2009.

**10. Student Health Insurance Act.**

Effective with respect to Plan Years beginning on or after October 9, 2009, each group health plan benefit that is provided under the Plan shall comply with the applicable requirements of the 2008 Student Health Insurance Act for "medically necessary leaves of absence" beginning during such Plan Years, all as set forth in Code section 9813, ERISA section 714, and PHSA section 2728, as each may be amended from time to time, as applicable to the Plan.

**11. Over-The-Counter Drugs.**

Effective for expenses incurred for medicines or drugs purchased on or after January 1, 2011, no reimbursement shall be made under the Plan for a medicine or drug unless the medicine or drug is a prescribed drug (determined without regard to whether it is available without a prescription) or insulin.

**12. Maximum Lifetime Or Annual Limits.**

Effective with respect to Plan Years beginning on or after September 23, 2010, in accordance with, but only to the extent required by, the Patient Protection and Affordable Care Act, the Health Care and Education Reconciliation Act of 2010,



any subsequent legislation, and the lawful guidance published thereunder, no group health plan benefit that is provided under the Plan shall:

- A. Impose any lifetime limit on the dollar amount of benefits for any individual except with respect to:
  - 1. Specific covered benefits that are not essential health benefits, as defined in section 1302(b) of the Patient Protection and Affordable Care Act and applicable regulations, to the extent that such limits are otherwise permitted under applicable federal or State law; or
  - 2. The exclusion of all benefits for a condition.
- B. Impose any annual limit on the dollar amount of benefits for any individual except with respect to:
  - 1. A health flexible spending arrangement as defined in Code section 106(c)(2);
  - 2. Specific covered benefits that are not essential health benefits, as defined in section 1302(b) of the Patient Protection and Affordable Care Act and applicable regulations, to the extent that such limits are otherwise permitted under applicable federal or State law;
  - 3. The exclusion of all benefits for a condition; or
  - 4. For Plan Years beginning prior to January 1, 2014, the restricted annual limits permitted by the applicable federal regulations with respect to essential health benefits, as defined in section 1302(b) of the Patient Protection and Affordable Care Act and applicable regulations.

**13. Health Care Reform Legislation.**

In accordance with, but only to the extent required by, the Patient Protection and Affordable Care Act, the Health Care and Education Reconciliation Act of 2010, any subsequent legislation, and the lawful guidance published thereunder, the following provisions shall apply to any group health plan provided under the Plan; provided, however, that, if a group health plan or any "benefit package" under the Plan is a "grandfathered health plan," as such terms are defined in such legislation and guidance, then the following provisions shall not apply to any such group health plan or benefit package:

- A. Effective for Plan Years beginning on or after September 23, 2010, preventative health services shall be provided on a no-cost sharing basis in accordance with PHSA section 2713.
- B. Effective for the later of (i) Plan Years beginning on or after September 23, 2010 or (ii) such date as is established by such legislation and guidance, a fully insured group health plan shall not discriminate in

favor of highly compensated individuals as proscribed by PHSA section 2716.

- C. Effective for Plan Years beginning on or after September 23, 2010, a group health plan shall comply with the patient protection requirements of PHSA section 2719A.
- D. Effective for Plan Years beginning on or after January 1, 2014, a group health plan shall not establish rules for eligibility of any individual to enroll under the terms of the group health plan based on any of the factors set forth in PHSA section 2705.
- E. Effective for Plan Years beginning on or after January 1, 2014, a group health plan shall not discriminate with respect to participation under the group health plan against any health care provider who is acting within the scope of that provider's license or certification under applicable State law contrary to PHSA section 2706.
- F. Effective for Plan Years beginning on or after January 1, 2014, any annual cost-sharing imposed under a group health plan shall not exceed the limitations provided for under paragraph (1) of section 1302(c) of the Patient Protection and Affordable Care Act and applicable regulations contrary to PHSA section 2707.
- G. Effective for Plan Years beginning on or after January 1, 2014, if a group health plan provides coverage to a "qualified individual" as defined in PHSA section 2709, then the group health plan may not (i) deny the individual participation a clinical trial, (ii) deny (or limit or impose additional conditions on) the coverage of routine patient costs for items and services furnished in connection with participation in the trial, or (iii) discriminate against the individual on the basis of the individual's participation in such trial contrary to PHSA section 2709.

14. Health Flexible Spending Arrangements.

- A. Effective for Plan Years beginning on or after January 1, 2013, in accordance with, but only to the extent required by, the Patient Protection and Affordable Care Act, the Health Care and Education Reconciliation Act of 2010, any subsequent legislation, and the lawful guidance published thereunder, an Employee may not elect for any Plan Year to have salary reduction contributions to a health flexible spending arrangement under the Plan in excess of two thousand five hundred dollars (\$2,500) as adjusted by the Commissioner of Internal Revenue for increases in the cost of living in accordance with Code section 125(i)(2).
- B. Notwithstanding the other provisions of the Plan, the Administrator may, in its sole and absolute discretion, permit "qualified reservists distributions," as defined in Code section 125(h)(1), of all or a portion of a Participant's medical expense reimbursement benefit provided under the Plan in accordance with the following provisions:

1. A Participant who has unused amounts allocated for the medical expense reimbursement benefit for a Plan Year may elect, by the last day of the Plan Year (or the last day of the grace period for the Plan Year, if applicable), to have the Employer make a qualified reservist distribution, as defined in Code section 125(h), to the Participant from the Participant's account under the medical expense reimbursement benefit provided under the Plan.
2. A Participant may make such an election only if the Participant has been, by reason of being a member of a reserve component (as defined in section 101 of title 37, United States Code), ordered or called to active duty for a period in excess of one hundred seventy-nine (179) days or for an indefinite period.
3. The Administrator shall make the qualified reservist distribution directly to the Participant within a reasonable time, but not more than sixty (60) days after the request for the qualified reservist distribution has been made.
4. The qualified reservist distribution shall equal the balance of the Participant's account as of the date of the distribution after the payment of substantiated claims for covered expenses submitted with respect to the Participant's account before the Participant requested the qualified reservist distribution.
5. The Administrator shall make no reimbursements from the Participant's account on behalf of the Participant for the Plan Year after the qualified reservist distribution.
6. No more than one (1) distribution shall be made under the above provisions with respect to the Participant for a Plan Year.
7. A qualified reservist distribution may not be made with respect to a Plan Year ending before the order or call to active duty.

15. HIPAA Privacy, Security And Transaction Standards.

Inasmuch as (i) certain members of the Employer's workforce may have access to protected health information (PHI) and electronic PHI, as defined in HIPAA and its implementing regulations (HIPAA Rules), for administrative functions of the Plan, and (ii) HIPAA and its implementing regulations require that the group health plan be amended to incorporate certain provisions and that the group health plan sponsor agree to such provisions in order for a group health plan's sponsor to have access to PHI from the group health plan, the Employer and the Plan shall comply with the applicable privacy, security and administration regulations promulgated under HIPAA, as they may be in effect from time to time. In addition, the following provisions shall govern the use and disclosure of PHI by the Plan to the Employer by a group health plan benefit provided under the Plan (to the extent not inconsistent with such regulations):

**A. Hybrid Entity Designations.**

If the Plan is a hybrid entity as defined in the HIPAA Rules, then:

1. The Employer designates that the health care components of the Plan are the group health plan benefits provided under the Plan, if any, whether fully insured, self-insured, or a combination, and the administration functions of the Plan that relate to such benefits.
2. The Employer designates that the other components of the Plan are not health care components of the Plan.
3. The other components of the Plan that are not health care components shall be treated as if they were a separate legal entity from the health care components of the Plan for purposes of the following provisions.

**B. Permitted Disclosure Of Enrollment/Disenrollment Information.**

The Plan (or a health insurance issuer or HMO with respect to the Plan) may disclose to the Employer information on whether the individual is participating in the Plan, or is enrolled in or has disenrolled from a health insurance issuer or HMO offered by the Plan.

**C. Permitted Uses And Disclosure Of Summary Health Information.**

The Plan (or a health insurance issuer or HMO with respect to the Plan) may disclose summary health information, as defined in the HIPAA Rules, to the Employer, provided the Employer requests the summary health information for the purpose of obtaining premium bids from health plans for providing health insurance coverage under the Plan or modifying, amending, or terminating the Plan.

**D. Uses And Disclosure For Plan Administrative Purposes.**

Unless otherwise permitted by law, and subject to the conditions of disclosure described in the Conditions Of Disclosure For Plan Administration Purposes subsection, below, and obtaining written certification pursuant to the Certification Of The Employer subsection, below, the Plan (or a health insurance issuer or HMO on behalf of the Plan) may disclose PHI and electronic PHI to the Employer; provided, however, that the Employer may use or disclose such PHI for Plan administration purposes only.

1. "Plan administration purposes" means administration functions performed by the Employer on behalf of the Plan, such as quality assurance, claims processing, auditing, and monitoring.

2. Plan administration functions do not include functions performed by the Employer in connection with any other benefit or benefit plan of the Employer, and they do not include any employment-related functions.

Notwithstanding the provisions of the Plan to the contrary, in no event shall the Employer be permitted to use or disclose PHI in a manner that is inconsistent with section 164.504(f) of the HIPAA Rules.

**E. Conditions Of Disclosure For Plan Administration Purposes.**

The Employer agrees that, with respect to any PHI (other than enrollment or disenrollment information, summary health information, and information disclosed pursuant to a signed authorization that complies with section 164.508 of the HIPAA Rules, that are not subject to these restrictions) disclosed to it by the Plan (or a health insurance issuer or HMO on behalf of the Plan), the Employer shall:

1. Not use or further disclose the PHI other than as permitted or required by the Plan or as required by law;
2. Ensure that any agent, including a subcontractor, to whom it provides PHI received from the Plan agrees to the same restrictions and conditions that apply to the Employer with respect to PHI;
3. Not use or disclose the PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
4. Report to the Plan any use or disclosure of the information that is inconsistent with the uses or disclosures provided for of which it becomes aware;
5. Make available PHI to comply with HIPAA's right to access in accordance with section 164.524 of the HIPAA Rules;
6. Make available PHI for amendment and incorporate any amendments to PHI in accordance with section 164.526 of the HIPAA Rules;
7. Make available the information required to provide an accounting of disclosures in accordance with section 164.528 of the HIPAA Rules;
8. Make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with HIPAA's privacy requirements;

9. If feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
10. Ensure that the adequate separation between the Plan and the Employer (i.e., the "firewall") required by section 164.504(f)(2)(iii) of the HIPAA Rules is satisfied.

**F. Conditions Of Disclosure Of Electronic PHI To The Employer.**

The Employer further agrees that if it creates, receives, maintains, or transmits any electronic PHI (other than enrollment or disenrollment information, summary health information, and information disclosed pursuant to a signed authorization that complies with section 164.508 of the HIPAA Rules, that are not subject to these restrictions) on behalf of the Plan, the Employer shall:

1. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI;
2. Ensure that the adequate separation between the Plan and the Employer (i.e., the "firewall") required by section 164.504(f)(2)(iii) of the HIPAA Rules is supported by reasonable and appropriate security measures;
3. Ensure that any agents (including subcontractors) to whom the Employer provides such electronic PHI agree to implement reasonable and appropriate security measures to protect the information; and
4. Report to the Plan any electronic PHI security incident of which it becomes aware.

**G. Adequate Separation Between The Plan And The Employer.**

The Employer shall allow only those employees of the Employer who are responsible for the Plan's administration functions to have access to the PHI. No other employees of the Employer shall have access to PHI. These employees shall have access to and use PHI only to the extent necessary to perform the plan administration functions that the Employer performs for the Plan. In the event that any of these specified employees do not comply with the provisions of this provision, such employee(s) shall be subject to disciplinary action by the Employer for noncompliance pursuant to the Employer's employee discipline and termination of

employment procedures. The Employer shall ensure that the preceding provisions are supported by reasonable and appropriate security measures to the extent that such employees have access to electronic PHI.

H. Certification Of The Employer.

The Plan (or a health insurance issuer or HMO with respect to the Plan) shall disclose PHI to the Employer only upon the receipt of a certification by the Employer that the Plan has been amended to incorporate the provisions required by section 164.504(f)(2)(ii) of the HIPAA Rules and that the Employer agrees to the conditions of disclosure set forth in the Conditions Of Disclosure For Plan Administration Purposes subsection, above.

I. Genetic Information.

The Plan shall comply with the requirements of the Genetic Information Nondiscrimination Act Of 2008 (GINA) to the extent required by the provisions of GINA and the regulations thereunder, effective as of May 21, 2009, or such later date as may be provided under the regulations under GINA.

16. Use Of Electronic Media.

In accordance with Treasury regulations and ERISA and the regulations and guidance provided thereunder, the Administrator may use telephonic or electronic media to satisfy the notice requirements under the Plan and to make appropriate administrative pronouncements including, but not limited to, notices, elections and disclosures with respect to summary plan descriptions, summaries of material modifications, summary annual reports, participant disclosures, and qualified medical child support orders.

17. Additional Initial Determination Of Claims Provisions.

If a claim not governed by a Contract is denied, in whole or in part, upon the initial review, the Administrator's notice denying such claim shall set forth, in a manner calculated to be understood by the Claimant, the following:

- A. The specific reason or reasons for the denial;
- B. Specific reference to pertinent Plan or Contract provisions on which the denial is based;
- C. A description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material information is necessary;
- D. An explanation of the Plan's claim review procedures, including a statement of the Claimant's right to bring a civil action under

section 502(a) of ERISA following an adverse benefit determination upon review (if the Plan is subject to ERISA);

- E. If the claim involves group health plan benefits or disability benefits and an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination, either (i) the specific internal rule, guideline, protocol or other similar criterion or (ii) a statement that such internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination and that a copy of the internal rule, guideline, protocol or other similar criterion will be provided free of charge to the Claimant upon request;
- F. If the claim involves group health plan benefits or disability benefits and the adverse determination was based on a medical necessity or experimental treatment or similar exclusion or limit, either (i) an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or (ii) a statement that such explanation will be provided free of charge upon request; and
- G. If the claim involves group health plan benefits and it is a claim involving urgent care, a description of the expedited review process applicable to such claims under the Plan.

18. Additional Claims Appeal Provisions.

- A. The review of a denied claim shall not afford deference to the initial claim denial and shall be conducted by an appropriate named fiduciary who is neither the individual who made the adverse benefit determination that is the subject of the review nor the subordinate of such individual.
- B. The Administrator shall make its decision promptly, and not later than sixty (60) days after the Administrator's receipt of the request for a review, unless the Administrator determines that special circumstances require an extension of time for processing the claim. If the Administrator determines that an extension of time for processing is required, this period may be extended no more than sixty (60) days from the end of the initial sixty (60) day period, in which case the Administrator shall give the Claimant a written notice to this effect prior to the expiration of the initial sixty (60) day period and the notice shall indicate the special circumstances requiring the extension of time and the date by which a decision will be made on review.
- C. If a claim not governed by a Contract is denied, in whole or in part, upon review, the notification to the Claimant shall set forth, in a manner calculated to be understood by the Claimant, the following:
  - 1. The specific reason or reasons for the denial;



2. Specific reference to pertinent Plan provisions on which the denial is based;
3. A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant (determined in accordance with Department of Labor regulations section 2560.503-1(m)(8)) to the Claimant's claim for benefits;
4. A statement of the Claimant's right to bring an action under section 502(a) of ERISA (if the Plan is subject to ERISA);
5. If the claim involves group health plan benefits or disability benefits and an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination, either (i) the specific internal rule, guideline, protocol or other similar criterion or (ii) a statement that such internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination and that a copy of the internal rule, guideline, protocol or other similar criterion will be provided free of charge to the Claimant upon request;
6. If the claim involves group health plan benefits or disability benefits and the adverse determination was based on a medical necessity or experimental treatment or similar exclusion or limit, either (i) an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or (ii) a statement that such explanation will be provided free of charge upon request; and
7. If the claim involves group health plan benefits or disability benefits, the following statement (if the Plan is subject to ERISA):

You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency.

**19. Urgent Care Claims.**

If a claim involving urgent care is denied in whole or in part and the Claimant submitted either an oral or written request for reconsideration of the claim to the Administrator, the Administrator will review the claim and provide a written response to the appeal as soon as possible, taking into account the medical exigencies, but not later than seventy-two (72) hours after receipt of the appeal. All necessary information, including the Administrator's decision on review, shall be transmitted between the Administrator and the Claimant by telephone, facsimile, or other available similarly expeditious method.

**20. Internal And External Review.**

In addition to the claims appeal provisions set forth above, each group health plan benefit that is provided under the Plan shall be subject to both internal and external claim review processes to the extent required by section 2719 of the Public Health Service Act, as incorporated by reference into the Code and ERISA, pursuant to the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010, as such laws may be amended from time to time, and pursuant to the lawful guidance thereunder published by the Treasury Department, the Internal Revenue Service, the Department of Labor, or the Department of Health and Human Services from time to time; provided, however, that, if a group health plan or any "benefit package" under a group health plan is a "grandfathered health plan," as such terms are defined in such legislation and guidance, then this provision shall not apply to any such group health plan or benefit package.

**21. Other Claims.**

Any issue, any claim or any dispute that any Participant or Beneficiary may have under the Plan shall be governed by the Plan's claims procedures as if the issue, claim or dispute were a claim for a specific benefit under the Plan, even if the issue, claim or dispute does not pertain to a specific benefit under the Plan. Therefore, for example, a Claimant must file any such issue, claim or dispute in writing, the claims procedures set forth above shall apply to any such issue, claim or dispute (unless the Administrator, in its sole and absolute discretion, adopts separate claims procedures for any such issue, claim or dispute), the Claimant exhaust the applicable claims procedures before legal recourse of any type is sought, and a Claimant may commence no legal action more than three (3) years after the final decision denying the claim with respect to any such issue, claim or dispute.

**22. Repayment Of Overpayment Of Benefits.**

A. By accepting payment of benefits under the Plan, the Participant or Beneficiary receiving the payment agrees that, in the event of overpayment, the Participant or Beneficiary will promptly repay the amount of overpayment, without interest, upon notice by the Administrator; provided that, if the Participant or Beneficiary has not repaid the overpayment within thirty (30) days after notice:

1. The Participant or Beneficiary will also pay an amount equal to simple interest at the rate of ten percent (10%) per annum (or the highest rate allowable, if less) on the unpaid amount from the date of overpayment to the date of repayment, and, in addition, will pay all legal fees, court costs and the reasonable time value of the Administrator or Employer, or any of their employees or agents, related to the collection of such overpayment; and
2. The Administrator may deduct all or any portion of the overpayment, with interest, that is not timely repaid, from any

amount that would otherwise then be payable or that may become payable, to the Participant or Beneficiary under the Plan.

- B. In the event that the Plan makes a payment to a Participant, Beneficiary or third party that is in excess of the amount otherwise due under the Plan, the Plan shall have an equitable lien on the excess portion of such payment, which shall be regarded by the Plan as a distinct and separate fund held by such Participant, Beneficiary or third party subject to such lien. Such lien shall continue in effect to any account of such Participant, Beneficiary or third party to which all or any portion of such payment is transferred, and as to any tangible or intangible asset acquired by such Participant, Beneficiary or third party using all or any portion of such payment.

23. Amendments.

- A. The Employer reserves the right to amend the Plan, including any Contract, at any time without the consent of the Administrator, any fiduciary, any Participating Employer, or any Participant or Beneficiary; provided, however, that, except in accordance with the provisions of the Plan, including any Contract, or as otherwise specifically permitted by law, no such amendment shall affect any right to claim reimbursement of benefits incurred prior to such amendment. The Employer may make any amendment that it determines to be necessary or desirable, with or without retroactive effect, to comply with the law.
- B. Any such amendment shall be made by means of a written instrument, identified as an amendment of the Plan or the Contract, effective as of a specified date, and adopted by the Employer through the action of the Employer's governing body, a designated representative of the Employer's governing body, or anyone with authority from the Employer. No amendment to or restatement of the Plan shall affect any designation of a representative of the Employer's governing body or any delegation of authority from the Employer that is in effect at the time of such amendment or restatement unless the amendment or restatement specifically modifies such designation or delegation.
- C. Notwithstanding the preceding subsection, a Contract set forth on Exhibit A attached to the Plan may be amended, modified, terminated, or replaced by the Employer without the need for a written amendment to the Plan, and Exhibit A shall be deemed to be amended by any such amendment, modification, termination or replacement by the Employer without further action by the Employer.
- D. No Participating Employer may amend the Plan or any Contract without the prior written approval of the Employer.
- E. Notwithstanding any other provision of the Plan or a Contract to the contrary, if there is a scrivener's error in properly transcribing the provisions of the Plan or a Contract, it shall not be a violation of the Plan

or Contract terms to operate the Plan in accordance with its proper provisions, rather than in accordance with the term of the Plan or the Contract, pending correction of the Plan or the Contract through amendment. In addition, any provisions of the Plan or a Contract improperly added as a result of scrivener's error shall be considered null and void as of the date such error occurred.

- F. In accordance with, but only to the extent required by, the Patient Protection and Affordable Care Act, the Health Care and Education Reconciliation Act of 2010, any subsequent legislation, and the lawful guidance published thereunder, if any amendment to a group health plan constitutes a material modification in any of the terms of the plan or coverage involved (as defined for purposes of section 102 of ERISA) that is not reflected in the most recently provided summary of benefits and coverage, the Administrator shall provide notice of such modification to enrollees not later than sixty (60) days prior to the date on which such modification will become effective.

24. Nonalienation.

Although benefits shall not be subject to alienation, a covered person may direct, in writing, that benefits payable to such covered person be paid instead to an institution in which the covered person is or was hospitalized, to a provider of medical services or supplies furnished or to be furnished to the covered person, or to a person or entity that has provided or paid for, or agreed to provide or pay for, a service or supply covered by the Plan. Notwithstanding the foregoing, the Plan reserves the right to make payment directly to the covered person and to refuse to honor such direction and assignment. No payment by the Plan pursuant to such direction shall be considered recognition by the Plan of a duty or obligation to pay a provider of medical services or supplies except to the extent the Plan actually chooses to do so.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
[Employer Name]

By: \_\_\_\_\_

Title: \_\_\_\_\_

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE: January 8, 2015

SUBJECT: Authorize Contract and Amendments for the Putah South Canal Headwork Improvement Project

RECOMMENDATION:

Authorize General Manager to execute one contract and two amendments for the Putah South Canal Headwork Improvement Project.

FINANCIAL IMPACT:

The new contract will be an expenditure of \$801,750. The two amendments will consist of an increase in contract amounts of \$6,600 (\$56,750 to \$63,350) and \$76,000 (\$165,000 to \$241,000) respectively. Additional detail is provided below. Funding is available and programed in the current year Solano Project rehabilitation and betterment account for this purchase.

BACKGROUND:

The Putah Diversion Dam (PDD) and Lake Solano facility is located 7 miles downstream of Monticello Dam (Lake Berryessa). The main purpose of the PDD facility is to divert water into the Putah South Canal and control water releases into Lower Putah Creek. At the PDD facility, before water is diverted into the Putah South Canal, water must pass through a large bay of screens at the Headworks, which screen out adult fish, trash, and aquatic vegetation from Lake Solano. Currently, the majority of the screens are cleaned by a manually operated screen cleaner with a small section cleaned by an old and dilapidated automatic screen cleaner. The screen cleaner system is often overwhelmed during the late spring and summer months primarily due to large amounts of aquatic vegetation. Furthermore, Dam Operators will often be required to come out to the PDD in the middle of the night to clean screens and restore flow to the Putah South Canal. Additionally, the existing automatic screen cleaner has exceeded its useful life span, is prone to failure, and spare parts are no longer available. The Water Agency has determined from extensive studies, field tours, and a feasibility analysis that the Brackett® Bosker Raking Machine is the most effective automated screen cleaner for the PDD facility. The new raking machine will be fully automated and significantly improve Solano Project operations.

Recommended:   
David B. Okita, General Manager

☒ Continued on next page

☐ Approved as recommended      ☐ Other (see below)

Modification to Recommendation and/or other actions:

I, David B. Okita, 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 January 8, 2015 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

David B. Okita  
General Manager & Secretary to the  
Solano County Water Agency

The new Brackett® Bosker Raking Machine is part of the larger PSC Headworks Improvement project. Besides the automatic screen cleaner, the PSC Headworks Improvement project will consist of significant electrical and structural upgrades to the PDD facility. The purpose of these upgrades is to support the new automated screen cleaner, upgrade the existing 60-yr old electrical system, improve site access, and improve drainage and settlement issues along the Diversion Dam embankments. The final engineering drawings and specifications will be presented to the Board for approval in spring 2015.

Summary of Contract & Amendments

Type	Company	Contract Amount / Change	Description
Contract (New)	Ovivo USA, LLC	\$746,150 (Ovivo) \$55,600 (CA Sales Tax) \$801,750 (Total Expenditure)	Contract to procure and deliver a Brackett® Bosker Raking Machine to the PDD facility.
Amendment No. 1	Ovivo USA, LLC	\$6,600 Cost Increase (\$56,750 to \$63,350)	Amendment for cost increase and time extension, to provide on-site field support for startup of the Automated Raking Machine.
Amendment No. 2	Summers Engineering, Inc.	\$76,000 Cost Increase (\$165,000 to \$241,000)	Amendment for additional engineering design including structural analysis and electrical upgrades of the PDD facility.

**Agreement-Contractors**  
**(Small Contracts Without Construction Work)**  
**Solano County Water Agency**  
**810 Vaca Valley Parkway, Suite 203, Vacaville, CA 95688**  
**Telephone (707) 451-6090 • Fax (707) 451-6099**

**Some of the important terms of this agreement are printed on Page 2. For your protection, make sure that you read and understand all provisions before signing. The terms on the Page 2 are incorporated in this document and will constitute a part of the agreement between the parties when signed.**

TO: Guy Beauchesne, Global Marketing Manager  
Ovivo USA, LLC  
4246 Riverboat Road, Suite 300  
Salt Lake City, UT 84123

DATE: January 8, 2015  
Agreement No. 1

The undersigned Contractor offers to furnish the following:

The material, fabrication, and freight cost for the Brackett Bosker® Raking Machine as detailed out in Exhibit A: Proposal, which is attached to the end of this Contract. Payment will be made as proposed in Exhibit A.

Contract price \$746,150

Completion date 6/30/2016

Instructions: Sign and return original. Upon acceptance by the Solano County Water Agency, a copy will be signed by its authorized representative and promptly returned to you. Insert below, the names of your authorized representative(s).

Accepted: Solano County Water Agency

Contractor: Ovivo USA, LLC  
(Business Name)

By \_\_\_\_\_

By \_\_\_\_\_

Title General Manager

Title Global Marketing Manager

Other authorized representative(s):

Other authorized representative(s):

Alex Rabidoux

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contractor or supplier (Contractor) agrees with the Solano County Water Agency that:

- a) Contractor shall hold harmless, defend, and indemnify the Agency and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, strictly to the extent of Contractor's fault.
- b) By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the 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 he/she will comply with such provisions before commencing the performance of the work of this agreement. Contractor and subcontractors will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.
- c) Contractor will file with the Solano County Water Agency before beginning work, certificates of insurance and policy endorsements satisfactory to the Solano County Water 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 Solano County Water Agency. Such insurance shall be primary and any insurance, self-insurance or other coverage maintained by the Solano County Water Agency, its directors, officers, employees, or authorized volunteers shall not contribute to it. The general liability coverage shall give the Solano County Water 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 Solano County Water Agency. In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.
- d) 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 Solano County Water Agency at least ten (10) days prior to the expiration date.
- e) Contractor shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representatives."
- f) Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance by the Solano County Water Agency and invoice is received by the Contractor.
- g) Permits required by governmental authorities will be obtained at Contractor's expense, and Contractor will comply with local, state and federal regulations and statutes including Cal/OSHA requirements.
- h) Any change in the scope of the work to be done, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the work will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by the Solano County Water Agency. Contractor's "authorized representative(s)" has (have) the authority to execute such written change for Contractor.



**EXHIBIT A**

**PROPOSAL**

# PROPOSAL



To: Solano County Water Agency

Ovivo Ref. : BI14-117 R6

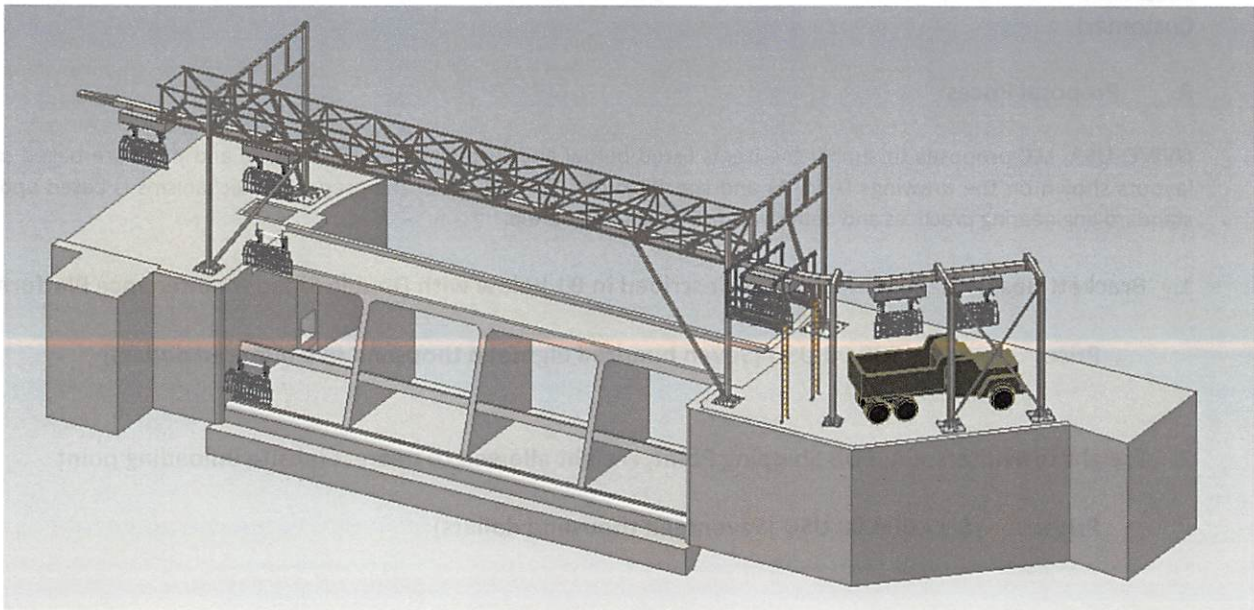
Proposal Date: 05<sup>th</sup> Dec 2014

Client Ref. : PSC Headworks Automatic Screen Cleaner

Bid Date: 15<sup>th</sup> Dec 2014

Putah South Canal

Brackett Bosker® Automatic Raking Machine



Ovivo USA, LLC  
1335 Regents Park Dr. Ste. 260  
Houston, TX 77058

Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

Local Sales Rep Firm: **Scott & Associates**

Sales Representative: **Gary Scott**

☎ (530) 887-8700

✉ [garymscott@sbcglobal.net](mailto:garymscott@sbcglobal.net)

Contact : David Okita, General Manager

☎ (707) 451-6090



Ovivo Regional Manager: **John Norrid**

☎ (801) 450-9108

✉ [John.Norrid@ovivowater.com](mailto:John.Norrid@ovivowater.com)



Ovivo Sales Manager : **Trent T. Gathright**

☎ (281) 480-7955 X 3827

✉ [Trent.Gathright@ovivowater.com](mailto:Trent.Gathright@ovivowater.com)



Bringing water to life

1322 Space Park Drive, Suite A240

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Fax: 281-480-8225

Web-site: [www.ovivowater.com](http://www.ovivowater.com)

OWNER: Solano County Water Agency  
PROJECT: Putah South Canal  
SOLICITATION: PCS Headworks Automatic Screen Cleaner  
EQUIPMENT: Brackett Bosker® Raking Machine  
LOCATION: Vacaville, CA

We, OVIVO USA, LLC are pleased to submit a revised proposal for the following equipment listed below on the project indicated above. This proposal is intended for the confidential use by the Solano County Water Agency (Final Customer).

#### A. Proposal Prices

OVIVO USA, LLC proposes to supply the items listed below and further herein. The scope and price are based on the layouts shown on the drawings (Add. 1) and specifications. The design of the proposed mechanisms is based upon our standard engineering practices and details, as further defined herein.

##### 1. Brackett Bosker Raking Machine as described in B1 below with Double Sided Maintenance Platform

Price: \$ 718,500.00 USD (Seven hundred eighteen thousand five hundred dollars)

##### 2. Freight to Winters, CA, FOB Shipping Point, Freight allowed to nearest jobsite unloading point

Price: \$ 17,000.00 USD (Seventeen thousand dollars)

##### 3. Field Service consisting of one (1) trip and five (5) site days (for construction – included / ordered under separate contract) and one (1) trip and three (3) days for commissioning, start – up & owner training.

Price: [to be confirmed in change order within revised "Agreement for Professional Services"]

##### 4. Performance Bond will be 100% of the contract value and for a time period of 2 years

Price: \$10,650.00 USD (ten thousand six hundred fifty dollars)

#### B. Items Section Description

##### 1. Bosker Screen Cleaner assembly as follows:

- One (1) Duty and One (1) Standby Trolley and Gripper Unit (gripper of Hot Dipped Galvanized Carbon Steel), 1,100 Lb. capacity for straight & curved track operation with +/- 6'-0" wide grippers
- Three (3) each Support "L" columns, of Hot Dipped Galvanized Carbon Steel with end X-bracing
- Two (2) each Support "H" columns, of Hot Dipped Galvanized Carbon Steel (Cols. 7 & 10)
- Monorail Track – Straight track and curved track of Hot Dipped Galvanized Carbon Steel with truss design spanning bar screens, length per agreed layout
- Two (2) each Control Panel – NEMA 4X SS, wall mounted style Enclosure each to house the controls for trolley & gripper with wireless receiver remote control for automatic & manual operation (one for duty, one for standby)

- Two (2) each Remote Control RF Transmitter in NEMA 3R enclosure (one for duty, one for standby)
- Emergency Stop Pushbutton for mounting at the column
- Two (2) sets Cable festooning System [cable & wagons], (one for duty, one for standby)
- Two (2) sets Biodegradable Hydraulic Fluid and first filling of fluids (one for duty, one for standby)
- One (1) lot Zinc Plated Monorail Assembly Fasteners and 316 Stainless Steel Column Anchors
- One (1) each Double Sided Maintenance Platform of Hot Dipped Galvanized Carbon Steel with pivoting ladders including electric winch with brake and all angular brace supports.
- One (1) lot Spare parts to include
  - (1) Set Hoist Cables
  - (1) Set of hydraulic hoses, long and short
  - (2) Hydraulic oil filters
  - (2) 5 gal pails of hydraulic fluid
  - (1) Set of additional hydraulic hose fittings
  - (1) Set of drive chains
  - (1) Set of proximity sensors, (2 of proximity 30mm, 2 of limit 18mm, 1 ea. of limit and depth switch)
- 2. Freight to Winters, CA - nearest jobsite unloading point.
- 3. Field Service consisting of one (1) trip and five (5) days total to be used at the owner's discretion for installation support, (Included / Ordered under separate contract) and one (1) trip and three (3) days for field setting of controls, startup and owner training. Additional days may be purchased per the attached rate sheet.

**Estimated Weights** (Below are estimates to determine crane capacity – refer to drawings for final weights)

Monorail +/- 90.2 lbs./ft (+/- 40 ft. sections) ~ 12,500 Lbs. Total

Truss Weldments ~ 7,631 x 2

Various Truss Columns (H Columns) ~ 10 ranging from 1,750 Lbs. to 550 Lbs.

Each "L" Column +/- 1,48 lbs. x 3

Double Sided Maintenance Platform ~ 2,670 assembled weight

Trolley +/- 2,200 Lbs. x 2

Gripper +/- 1,100 lbs. x 2

#### **GENERAL ITEMS INCLUDED**

- Final Submittal documents in electronic format
- Installation, Operation & Maintenance instructions (3 hard copies + 1 E-copy)
- Shipment F.O.B. factory, freight allowed to nearest jobsite unloading point
- Field Services as noted under Field Services (ordered under separate contract)

#### **ITEMS NOT INCLUDED (Excluded from seller's scope of supply)**

This project is for the procurement of equipment only and does not include for installation. However, to eliminate any doubt, we have indicated the below list of items that are excluded from the seller's scope of supply:

Any items not specifically included above such as: (not limited to the following items)

- Bid bonds, payment bonds or performance bonds of any kind
- Removal of any existing equipment or installation of any equipment
- Access ladders, handrails, fencing, guard posts, bollards, barriers, catwalks, flooring, grating and covers.
- Unloading at site, storage at site, site protection, installation, erection and mounting.
- Civil works, civil works design, pavement, grouting, anchor installation, column footings and foundations.
- Main power supply (230V, 3 Ph., 60 Hz), interconnecting wire or conduit and connection to seller's panels.
- Field wiring of any components
- Any repair of or replacement of bar screens / trash racks for consistent spacing
- Area lighting at trashracks, dump site or maintenance area (i.e. floodlights)
- Trash bins or debris receptacles.
- State, Federal or Local Taxes, Sales or Use Taxes.

### **C. Special Notes and Clarifications**

The equipment offered herein is based on the Ovivo USA, LLC "Brackett Bosker Raking Machine" in conjunction with the submittal drawings / data submitted under Exh. A of the PSC Headworks Automated Screen Cleaner, "Agreement for Professional Services". We understand the bar screens are either damaged or contain inconsistent spaces that will be repaired or replaced by the owner. We cannot be held responsible for areas of limited penetration based on either damaged bars or inconsistent spaces for repaired / replaced bar screens.

### **D. Price Basis**

The prices quoted are based upon a Purchase Order being placed no later than **sixty (60)** days after date of quotation / bid opening. After expiration of the effective pricing period, prices will be subject to review and adjustment. **Prices quoted are FOB shipping point- freight allowed to destination to nearest jobsite unloading point.** Federal, state or local sales, use or other taxes are not included in the sales price. Due to fluctuating costs of carbon and stainless steel, all prices offered herein are today's prices (December, 2014). If the project is delayed by the purchaser, all prices will be reviewed and adjusted to reflect the current surcharge rates on carbon and stainless steel at the time Ovivo USA places its Purchase Order(s) with its steel fabricator(s). The surcharge rate in place at the time of steel placement shall be used (multiplied by 1.15) to adjust all sell prices.

### **E. Progress Payment Terms**

Payment terms are based on the following progress payments:

- 40% - Of the contract value at a point 3/5ths of the contract period when major raw materials will have been received for fabrication.
- 55% - Of the contract value on delivery to agreed point or as made ready for delivery if delayed by Purchaser.
- 05% - Of the contract value upon installation / commission of equipment, not to exceed 180 days from shipment, or as made ready for shipment if delayed by Purchaser, whichever occurs sooner.

Credit is subject to acceptance by the OVIVO USA, LLC Credit Department.

Purchaser shall release payment for proper invoices received from Ovivo USA, LLC in accordance with the payment terms stated above even if the Purchaser has not been paid by the Owner, provided the reason for such non-payment by the Owner is unrelated to the performance of Ovivo USA, LLC. Invoices are payable in forty five (45) days. Unpaid invoices are subject to a service charge of 2% per month.

If Purchaser requests or causes cancellation, suspension or delay of Seller's work, Purchaser shall accept transfer of title and pay Seller all appropriate charges incurred up to date of such event plus Seller's overhead and reasonable profit.

Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. Full payment for all work shall be due and payable forty five (45) days from the date work is placed into storage.

## F. Delivery Schedule

Delivery of the equipment proposed herein is based on:

	Weeks
Submittal of final equipment/foundation drawings and analysis	2
Review of final drawings by Purchaser	2*
Preparation of details for Fabrication and advance ordering	2
Fabrication and manufacturing of structural items (columns, monorail, platform)	14**
Additional fabrication and manufacturing of trolley & gripper and controls	6
Testing and preparation for shipment	1
Transport time	1
Total Weeks	28***

\* Delays in review of submittal information will extend delivery by equal amount

\*\* Structural items may ship early to allow Owner's contractor advancement on installation sequence. **Additional freight charges will incur if structural shipped in advance of trolley / grippers.**

\*\*\* May be adjusted to meet owner's final schedule – note that holidays may extend delivery depending on order release date

## G. Taxes

Federal, State or local sales, use or other taxes are **not included in the sales price**. Such taxes, if applicable, shall be for Purchaser's account.

## H. Back Charges

In no event shall BUYER/OWNER do or cause to be done any work, purchase any services or material or incur any expense for the account of OVIVO USA, LLC until after BUYER/OWNER has provided OVIVO USA, LLC' PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and OVIVO USA, LLC has approved the same in writing. OVIVO USA, LLC will not accept Products returned by BUYER/OWNER unless OVIVO USA, LLC has previously accepted the return in writing and provided BUYER/OWNER with shipping instructions.

## I. Field Service (ordered – to be revised under separate contract)

We recommend and have included for the services of a qualified Field Service Technician for the following:

One (1) trip / Five (5) days for installation support (Included / Ordered under separate contract)  
One (1) trip and three (3) days for field setting of controls, startup and owner training.

at the site, to be used at the Owner's discretion, to assist with direction for installation, adjusting, servicing, and checking out these mechanisms and in training the operators in maintenance, troubleshooting, and repair of the equipment. Additional service days can be purchased at the current rate.

## J. Additional Field Service

When noted in the equipment pricing, OVIVO USA, LLC will supply the service of a competent field technician to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days. If additional service is required, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

## K. Reservation

We reserve the right to modify the design and materials of construction offered in the light of continued development, however any such changes would be subject to Purchaser's/Owner's prior approval.

## **L. Packing and Shipment**

Equipment will be packaged and/or shipped to delivery point in the following manner;

All equipment shall be assembled within reasonable extent to allow for loading onto commercial flatbed trucks for unloading by purchaser. All equipment shall be suitably loaded and braced to prevent damage in transit by reasonable handling. Items such as controls, trolley/gripper and other miscellaneous items will be suitable crated. **This equipment will require field erection by others. Typical installation / assembly instructions are available upon request. These will be made available as soon as practicable, pending project commencement.**

## **M. Safety Devices**

Your attention is drawn to the requirements which will be incorporated in our operating and maintenance manual that handrails, safety guards and other protective devices must not be removed when the installation is in operation or is set to start working by automatic or remote control. Proper precaution shall be used at all times.

## **N. Quality Assurance**

Ovivo USA is qualified to ISO 9001. Each customer specification is assessed for its quality requirements at the proposal stage. When the Customer specifically requests a quality plan, this will be issued approximately eight (8) weeks from receipt and acceptance of order. The quality plan will incorporate all the Purchaser's quality requirements agreed / accepted with the order.

Any additional testing, inspections and documentation required by the Purchaser, that is not included in the proposal, will be classed as an extra cost to the contract price. Our equipment is fabricated in accordance with numerous high standards for steel construction. These standards allow for tolerance in fits, hole locations etc... Minor misfits and reaming of bolt holes are considered a normal part of erection. **We will not accept back charges of any nature unless previously acknowledged and agreed in writing by Ovivo.**

The following quality / specifications / procedures have applied to the equipment proposed herein:

- Structural design for structural steel members of the Brackett Bosker Raking Machine will be IBC 2012, ASCE 7-10 Minimum design loads for building and other structures and 07-13-2013 Seismic Geo Hazards @ Putah Diversion Dam provided by Summers Engineering July 01, 2014.
- Welders will be qualified in accordance with applicable AWS D1.1 or D1.6 requirements and records maintained on file for inspection as requested.
- MTR's (Material Test Reports) will be maintained on file for inspection as requested.
- Designated structural steel (columns, monorail, truss, etc.) will be Hot-Dip Galvanizing to ASTM A 123
- Anchors for concrete embedment with by 316 SS, epoxy type

## **O. Testing & Inspection**

The equipment offered will be batch manufactured and will be tested and inspected per the following;

- The trolley & gripper will be partially shop assembled and motors will be electrically tested prior to dispatch.
- The controls shall be tested for proper operation prior to dispatch.
- After completion of installation by the Owner's contractor, the Brackett Bosker will be field tested by others

## **P. Terminal Points**

The terminal points of the equipment proposed with this Tender are as follows;

1. Gripper interface to existing bar screens.
2. Column bases to foundation
3. All motor terminal boxes
4. Control Panel input / output terminals
5. Cable festoon systems to trollies
6. Loose component wiring terminals



## **Q. General Items Not Included**

Unless specifically included above, prices quoted by OVIVO USA, LLC do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions. OVIVO USA, LLC disclaims any liability for claims resulting from unauthorized changes to O & M manuals and other documents.

## **R. Warranty & Conditions**

OVIVO USA, LLC standard Terms and Conditions of Sale are attached and made essential parts of this proposal. These terms, conditions and warranty are amended and superseded as applicable by the "Solano County Water Agency, Agreement – Contractors, dated Dec. 11<sup>th</sup>, 2015 for Brackett Bosker Raking Machine. These terms, conditions and warranty replace and supersede any conflicting terms and conditions or warranty included in Buyer or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of OVIVO USA, LLC.

While every effort has been made to ensure this quotation captures all of the project's requirements, we do anticipate further discussion in order to clarify and/or finalize the Scope, Terms & Conditions and other details prior to any formal agreement. We look forward to your favorable review of our offer to further discussions on this important project.

If you have any questions, please contact the local Ovivo Sales Representative, Regional Sales Manager or the undersigned directly at (281) 480-7955, Ext 3827 (or via email at [Trent.Gathright@ovivowater.com](mailto:Trent.Gathright@ovivowater.com) ).

Best Regards,  
**Ovivo USA, LLC**

**Trent T. Gathright**  
Business Manager - Cooling Water & Intakes  
Energy Group - Americas



# OVIVO

Bringing water to life

## Terms & Conditions of Sale

**1. ACCEPTANCE.** The proposal of Ovivo USA, LLC ("SELLER"), as well as these terms and conditions of sale collectively the "Agreement", constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all prior solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or differ from this Agreement are hereby rejected.

**2. DELIVERY.** Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges hereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced.

**3. TITLE AND RISK OF LOSS.** SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until such drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

**4. PAYMENT TERMS.** SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as applicable. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER.

**5. TAXES.** Unless otherwise specifically provided in SELLER's quotation/proposal, PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER's account.

**6. MECHANICAL WARRANTY.** Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from shipment. If any of SELLER's Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EXCEPT SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under his warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER's estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER's liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER's quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

**7. CONFIDENTIAL INFORMATION.** All nonpublic information and data furnished to PURCHASER hereunder including but not limited to price, size, type and design of the Products is the sole property of SELLER and is submitted for PURCHASER's own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER's prior written consent.

**8. PAINTING.** The Products shall be painted in accordance with SELLER's standard practice, and purchased items such as motors, controls, speed reducers, pumps, etc., will be painted in accordance with manufacturers' standard practices, unless otherwise agreed in writing.

**9. DRAWINGS AND TECHNICAL DOCUMENTATION.** When PURCHASER requests approval of drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER's equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tif format only.

**10. SETOFF.** This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

**11. SOFTWARE.** PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such program and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

**12. PATENT INDEMNITY.** SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products.

**13. GENERAL INDEMNITY.** Subject to the rights, obligations and limitations of liabilities of the parties set forth in this Agreement, PURCHASER shall protect and indemnify SELLER, its ultimate parent, its ultimate parent's subsidiaries and each of their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by any entity to the extent of PURCHASER's negligence or willful misconduct in connection with this Agreement.

**14. DEFAULT, TERMINATION.** In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaining possession, repairs necessary to put the Products in salable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

**15. CANCELLATION.** PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

**16. REMEDIES.** The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

**17. INSPECTION.** PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

**18. WAIVER.** Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

**19. COMPLIANCE WITH LAWS.** If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to, that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER's written request and expense.

**20. FORCE MAJEURE.** If SELLER is rendered unable, wholly or in material part, by reason of Force Majeure to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule.

**21. INDEPENDENT CONTRACTOR.** It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

**22. SEVERABILITY.** Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

**23. CHOICE OF LAW, CHOICE OF VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

**24. ASSIGNMENT.** PURCHASER shall not assign or transfer this Agreement without the prior written consent of the SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

**25. LIMITATION ON LIABILITY.** TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE COST OF CORRECTING ANY DEFECTS, OR IN THE ABSENCE OF ANY DEFECT, IN EXCESS OF THE VALUE OF THE PRODUCTS SOLD HEREUNDER. NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

REVISION DATE - SEPTEMBER 2010



## NORTH AMERICAN FIELD SERVICE RATE SHEET

Effective January 2014

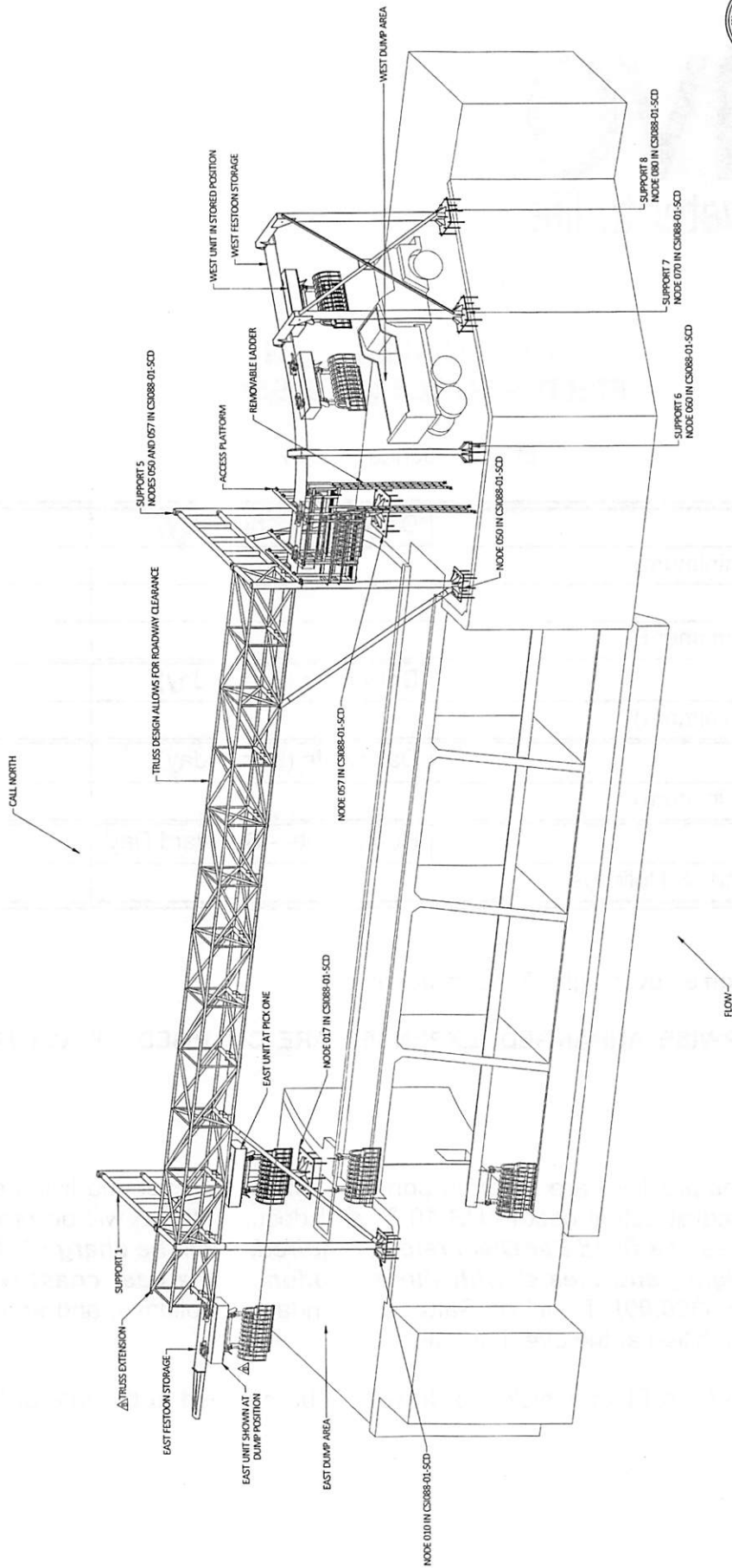
Standard (Travel)	Daily Rate (8 hour day)	<b>\$ 1200.00</b>
Hourly Rate (4 hour minimum)		\$ 150.00
Standard (Labor)		<b>\$ 1200.00</b>
Hourly Rate (4 hour minimum)		\$ 150.00
Saturday	Daily Rate (8 hour day)	<b>\$ 1,800.00</b>
Hourly Rate (4 hour minimum)		\$ 225.00
Sundays/Holidays *	Daily Rate (8 hour day)	<b>\$ 2400.00</b>
Hourly Rate (4 hour minimum)		\$ 300.00
Overtime **	Hourly Rate - Standard Day	<b>\$ 225.00</b>
Hourly Rate - Weekends & Holidays		<b>\$ 300.00</b>

\*\* For all hours worked over eight (8) hours per day

**UNLESS OTHERWISE ARRANGED; EXPENSES ARE CHARGED AT ACTUAL COST PLUS 10%**

**Please Note:**

- All of the rates provided are portal to portal. In addition, travel and living expenses will be invoiced at actual cost PLUS 10 % and documentation will be provided for these expenses. ***If a fixed Per Diem rate is required, it will be charged at \$250.00 per day (lodging and meals) with the exception of the east coast where the price will be \$300.00.*** Travel on Saturday, Sunday or Holidays, and after 8 hours per day will be billed at the overtime rate.
- Use of **Ovivo USA** Fleet vehicles for travel will be charged at the rate of \$0.56 per mile.



- NOTES:**
1. FOR MORE INFORMATION SEE DRAWINGS CS088-01-001 AND CS088-01-002.
  2. CALL NORTH FOR COMMUNICATION ONLY.

<b>D</b>		THIS IS A PRELIMINARY DESIGN. IT IS NOT TO BE USED FOR CONSTRUCTION. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES.		THIS IS A PRELIMINARY DESIGN. IT IS NOT TO BE USED FOR CONSTRUCTION. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES.	
REV	DATE	BY	CHKD	DATE	BY
1	11/20/2014	ASA	ASA	11/20/2014	ASA
2	11/20/2014	ASA	ASA	11/20/2014	ASA
3	11/20/2014	ASA	ASA	11/20/2014	ASA
4	11/20/2014	ASA	ASA	11/20/2014	ASA
5	11/20/2014	ASA	ASA	11/20/2014	ASA
6	11/20/2014	ASA	ASA	11/20/2014	ASA
7	11/20/2014	ASA	ASA	11/20/2014	ASA
8	11/20/2014	ASA	ASA	11/20/2014	ASA
9	11/20/2014	ASA	ASA	11/20/2014	ASA
10	11/20/2014	ASA	ASA	11/20/2014	ASA
11	11/20/2014	ASA	ASA	11/20/2014	ASA
12	11/20/2014	ASA	ASA	11/20/2014	ASA
13	11/20/2014	ASA	ASA	11/20/2014	ASA
14	11/20/2014	ASA	ASA	11/20/2014	ASA
15	11/20/2014	ASA	ASA	11/20/2014	ASA
16	11/20/2014	ASA	ASA	11/20/2014	ASA
17	11/20/2014	ASA	ASA	11/20/2014	ASA
18	11/20/2014	ASA	ASA	11/20/2014	ASA
19	11/20/2014	ASA	ASA	11/20/2014	ASA
20	11/20/2014	ASA	ASA	11/20/2014	ASA
21	11/20/2014	ASA	ASA	11/20/2014	ASA
22	11/20/2014	ASA	ASA	11/20/2014	ASA
23	11/20/2014	ASA	ASA	11/20/2014	ASA
24	11/20/2014	ASA	ASA	11/20/2014	ASA
25	11/20/2014	ASA	ASA	11/20/2014	ASA
26	11/20/2014	ASA	ASA	11/20/2014	ASA
27	11/20/2014	ASA	ASA	11/20/2014	ASA
28	11/20/2014	ASA	ASA	11/20/2014	ASA
29	11/20/2014	ASA	ASA	11/20/2014	ASA
30	11/20/2014	ASA	ASA	11/20/2014	ASA
31	11/20/2014	ASA	ASA	11/20/2014	ASA
32	11/20/2014	ASA	ASA	11/20/2014	ASA
33	11/20/2014	ASA	ASA	11/20/2014	ASA
34	11/20/2014	ASA	ASA	11/20/2014	ASA
35	11/20/2014	ASA	ASA	11/20/2014	ASA
36	11/20/2014	ASA	ASA	11/20/2014	ASA
37	11/20/2014	ASA	ASA	11/20/2014	ASA
38	11/20/2014	ASA	ASA	11/20/2014	ASA
39	11/20/2014	ASA	ASA	11/20/2014	ASA
40	11/20/2014	ASA	ASA	11/20/2014	ASA
41	11/20/2014	ASA	ASA	11/20/2014	ASA
42	11/20/2014	ASA	ASA	11/20/2014	ASA
43	11/20/2014	ASA	ASA	11/20/2014	ASA
44	11/20/2014	ASA	ASA	11/20/2014	ASA
45	11/20/2014	ASA	ASA	11/20/2014	ASA
46	11/20/2014	ASA	ASA	11/20/2014	ASA
47	11/20/2014	ASA	ASA	11/20/2014	ASA
48	11/20/2014	ASA	ASA	11/20/2014	ASA
49	11/20/2014	ASA	ASA	11/20/2014	ASA
50	11/20/2014	ASA	ASA	11/20/2014	ASA
51	11/20/2014	ASA	ASA	11/20/2014	ASA
52	11/20/2014	ASA	ASA	11/20/2014	ASA
53	11/20/2014	ASA	ASA	11/20/2014	ASA
54	11/20/2014	ASA	ASA	11/20/2014	ASA
55	11/20/2014	ASA	ASA	11/20/2014	ASA
56	11/20/2014	ASA	ASA	11/20/2014	ASA
57	11/20/2014	ASA	ASA	11/20/2014	ASA
58	11/20/2014	ASA	ASA	11/20/2014	ASA
59	11/20/2014	ASA	ASA	11/20/2014	ASA
60	11/20/2014	ASA	ASA	11/20/2014	ASA
61	11/20/2014	ASA	ASA	11/20/2014	ASA
62	11/20/2014	ASA	ASA	11/20/2014	ASA
63	11/20/2014	ASA	ASA	11/20/2014	ASA
64	11/20/2014	ASA	ASA	11/20/2014	ASA
65	11/20/2014	ASA	ASA	11/20/2014	ASA
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67	11/20/2014	ASA	ASA	11/20/2014	ASA
68	11/20/2014	ASA	ASA	11/20/2014	ASA
69	11/20/2014	ASA	ASA	11/20/2014	ASA
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73	11/20/2014	ASA	ASA	11/20/2014	ASA
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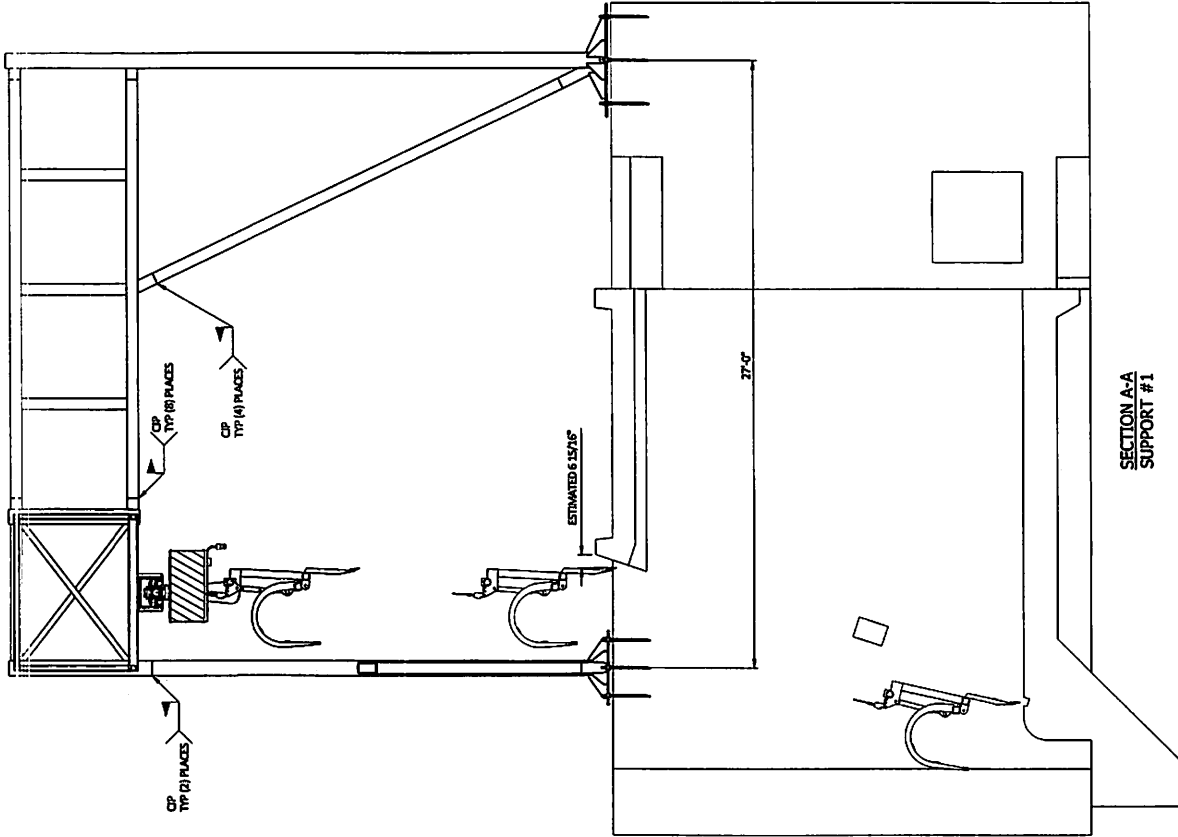
**OVIVO**  
Bringing water to life

**PITMAN SOLANO HEADWORKS**  
GENERAL ARRANGEMENT

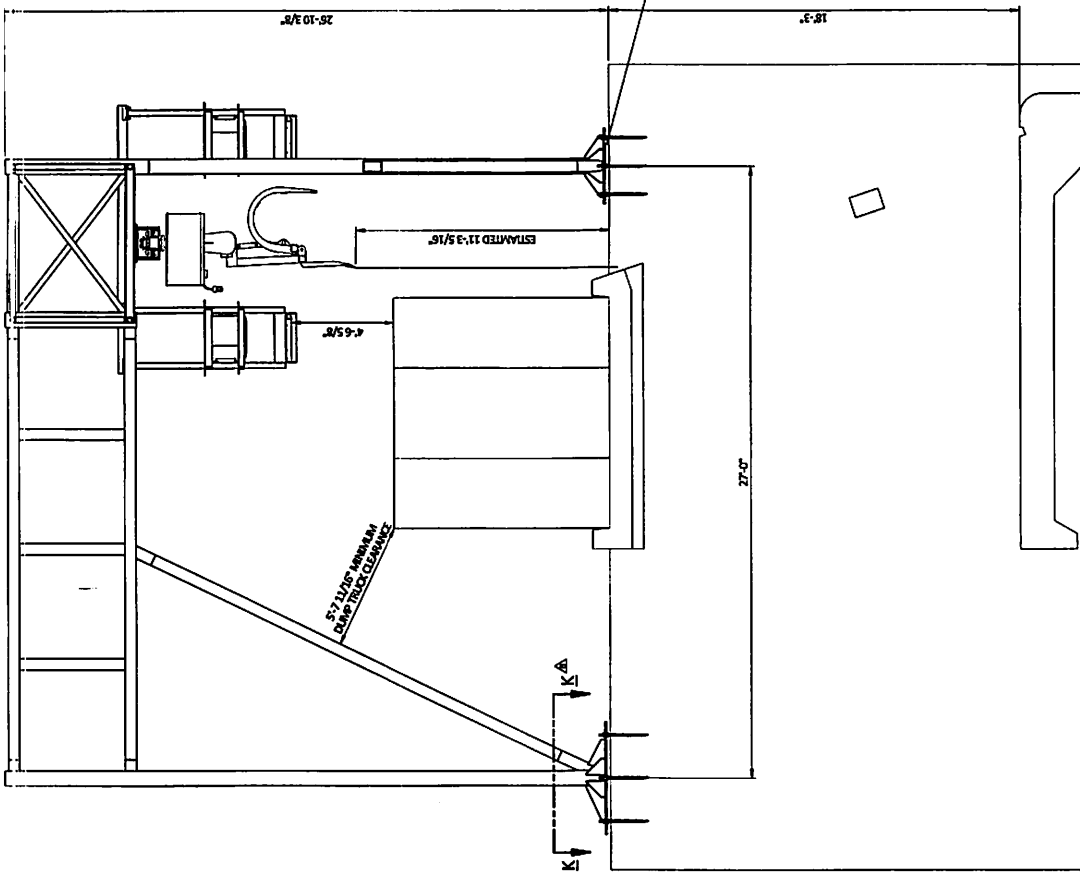
CS088-01-000

SHEET 1 OF 1





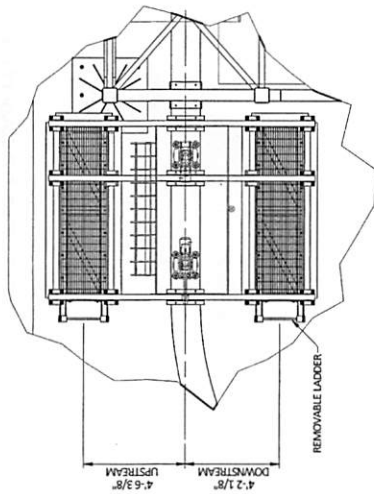
SECTION A-A  
SUPPORT #1



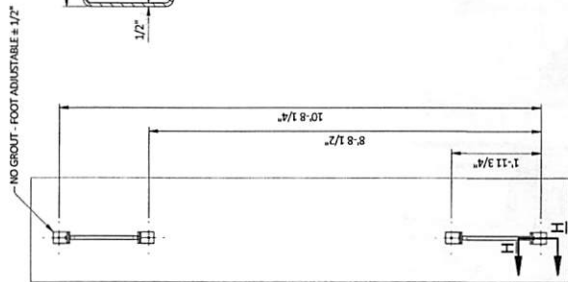
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SUPPORT #5



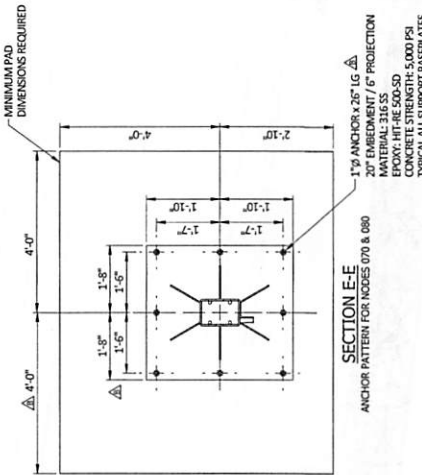
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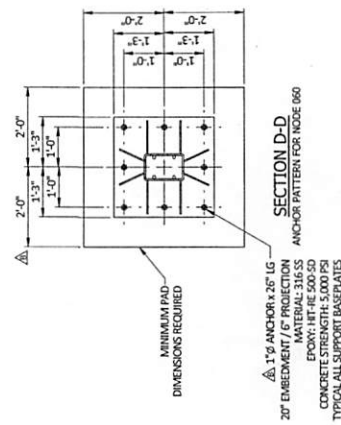
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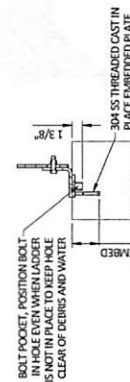
## SECTION F-F



**SECTION D-D**  
PATTERN FOR NODE D60



**SECTION H**  
**TYPICAL 4 PLACES**



**SECTION E-E**  
ANCHOR PATTERN FOR NODES 070 & 080

1"  $\varnothing$  ANCHOR, 26" LG  $\Delta$   
20" EMBEDMENT / 6" PROJECTION  
EPOXY: HIT-RE 500-SD  
CONCRETE STRENGTH: 5,000 PSI  
TYPICAL ALL-SUPPORT BASECOURSE

1/8"

BOLT POCKET, POSITION BOLT IN HOLE EVEN WHEN LADDER IS NOT IN PLACE TO KEEP HOLE CLEAR OF DEBRIS AND WATER

▲ 1"Ø ANCHOR x 26" LG -  
 20" EMBEDMENT / 6" PROJECTION  
 MATERIAL: 316 SS  
 EPOXY: HIT-RE 500-50  
 CONCRETE STRENGTH: 5,000 PSI  
 TYPICAL ALL SUPPORT BASELATES

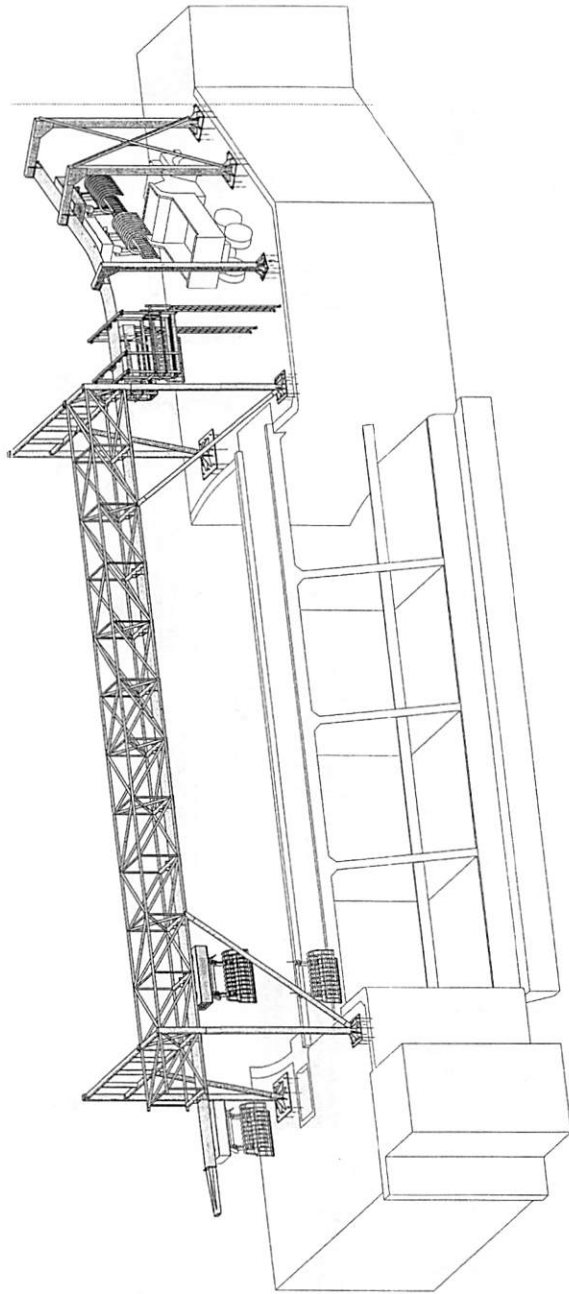
**SECTION H**  
**TYPICAL 4 PLACES**

SECTION H  
TYPICAL 4 PLACES

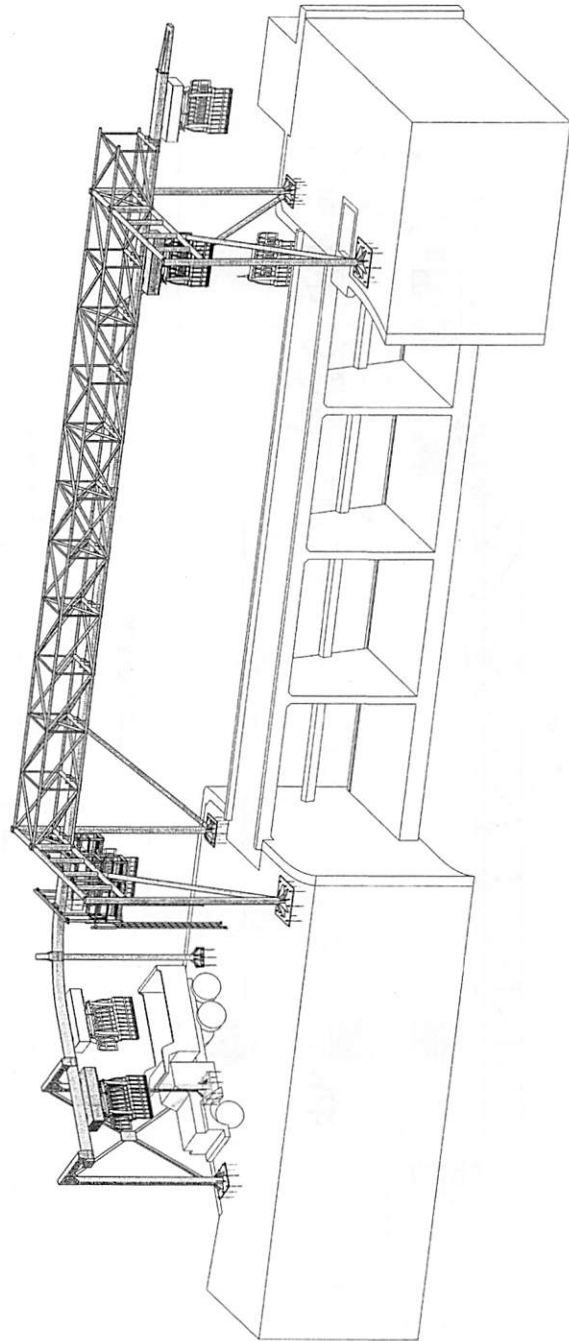
<p>THIS DRAWING CONTAINS CONFIDENTIAL INFORMATION OF DOW, AND ITS AFFILIATES, AND IS NOT TO BE DISCLOSED OR IN ANY MANNER USED FOR REPRODUCTION OR TRANSMISSION OF ANY KIND, OR FOR ANY OTHER PURPOSE, WITHOUT THE WRITTEN PERMISSION OF DOW. UNLESS OTHERWISE AUTHORIZED BY WRITING BY DOW.</p>	<p>DO NOT SCALE PRINTS</p>	<p>DWG. NO.</p>
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**OVIVO**

HEET  
OF 4





ISOMETRIC VIEW UPSTREAM



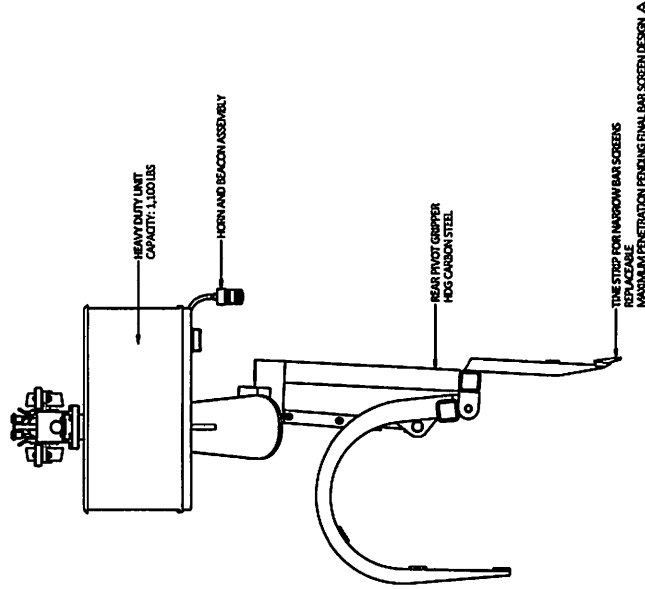
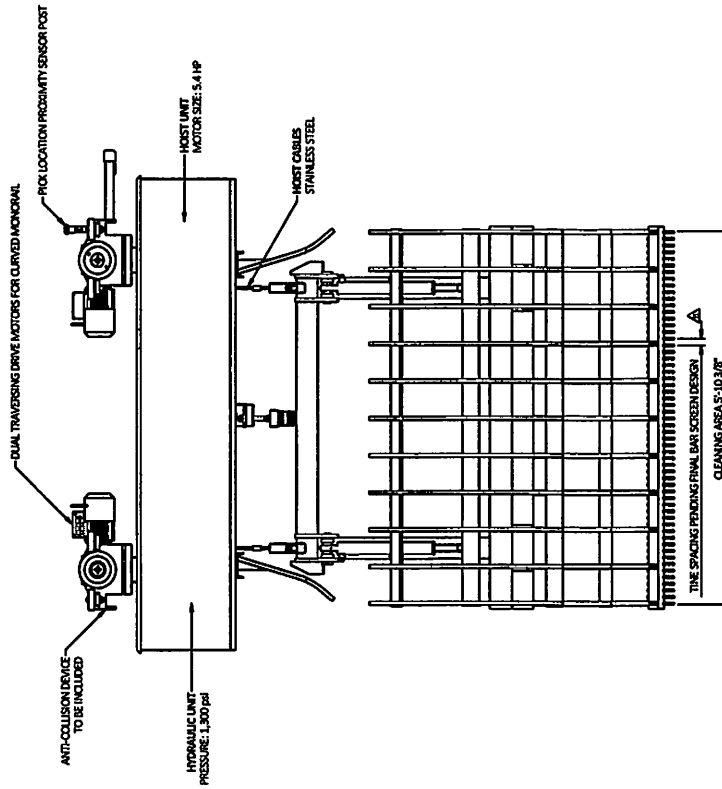
ISOMETRIC VIEW DOWNSTREAM

VIEWS SHOWN FOR CLARIFICATION



THIS DRAWING IS THE PROPERTY OF O.V.I.V.O. INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM O.V.I.V.O. INC. ALL RIGHTS ARE RESERVED.		<b>O.V.I.V.O.</b> INCORPORATED		REVISED	
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# NOTES:

- △ 1. THE ITEM IS A LONG LEAD BUYOUT ITEM. IT IS HIGHLY RECOMMENDED THAT THE PROJECT TEAM BE KEPT ADVISED OF ANY CHANGES TO THE DESIGN AS SOON AS POSSIBLE SO THAT THE PROJECT IS NOT DELAYED.
- △ 2. FINAL BAR SCREEN DESIGN DRAWINGS AND DIMENSIONS INCLUDING BAR THICKNESS, BAR DEPTH AND CENTER TO CENTER BAR SPACING REQUIRED TO FINALIZE THIS SPACE GENERAL ARRANGEMENT FOR APPROVAL.
- △ 3. ONE LEFT HAND UNIT AND ONE RIGHT HAND UNIT TO BE PROVIDED.
- △ 4. MINIMUM 3/4 INCH CENTER TO CENTER BAR SPACING RECOMMENDED FOR TRASH-RAKE THE PENETRATION.

<b>D</b>				<b>OVIYO</b> Engineering, Inc.	
PROJECT: RITZMAN SOUND REHABILITATION TRANSPARENT GENERAL ARRANGEMENT		SHEET 1 OF 1		DATE: 12/05/2014	
REVISIONS:		P-000005		A	
INITIAL RELEASE		DATE		12/05/2014	
REVISION DESCRIPTION		BY		DATE	
THE SPACING PENDING FINAL BAR SCREEN DESIGN		DESIGNED BY		DATE	
THE STOP FOR NARROW BAR SCREENS REPLACE MAXIMUM PENETRATION PENDING FINAL BAR SCREEN DESIGN		CHECKED BY		DATE	
ONE LEFT HAND UNIT AND ONE RIGHT HAND UNIT TO BE PROVIDED		DESIGNED BY		DATE	
MINIMUM 3/4 INCH CENTER TO CENTER BAR SPACING RECOMMENDED FOR TRASH-RAKE THE PENETRATION		CHECKED BY		DATE	



**SOLANO COUNTY WATER AGENCY**

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

AMENDMENT NUMBER: 1

CONTRACTOR: Ovivo USA, LLC

EFFECTIVE DATE: January 8, 2015

PROJECT: PSC Headworks Automatic Screen Cleaner

**DESCRIPTION OF AMENDMENT:**

1. Increase Compensation Limit to \$63,350 – an increase of \$6,600 over the prior limit of \$56,750.
2. Extend term to June 30, 2016

**SIGNATURES:**

Solano County Water Agency,  
a Public Agency

Ovivo USA, LLC

By: \_\_\_\_\_  
David B. Okita,  
General Manager

By: \_\_\_\_\_  
Guy Beauchesne,  
Global Marketing Director

**SOLANO COUNTY WATER AGENCY**

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

AMENDMENT NUMBER: 2

CONTRACTOR: Summers Engineering, Inc.

EFFECTIVE DATE: January 8, 2015

PROJECT: PSC Headwork Improvements

**DESCRIPTION OF AMENDMENT:**

1. Increase Compensation Limit to \$241,000 – an increase of \$76,000 over the prior limit of \$165,000.

**SIGNATURES:**

Solano County Water Agency,  
a Public Agency

Summers Engineering, Inc.

By: \_\_\_\_\_  
David Okita,  
General Manager

By: \_\_\_\_\_  
Roger Reynolds,  
Vice President

**ACTION OF  
SOLANO COUNTY WATER AGENCY**

**DATE:**        **January 8, 2015**

**SUBJECT:**   **PG&E/Water Agency High-Efficiency Washer Rebate Initiative**

---

RECOMMENDATION:

Authorize General Manager to execute an agreement with the Pacific Gas & Electric Company (PG&E) to continue participation in the Bay Area Regional High-Efficiency Washer Rebate Program.

FINANCIAL IMPACT:

SCWA cost share is \$200,000. There is adequate funding in the Water Conservation Budget for this expense.

BACKGROUND:

SCWA is currently a partner with PG&E and other Bay Area water agencies in the Regional High-efficiency Washer Rebate Program. The current portion of this program will end on December 31, 2014. PG&E is working in partnership with water agencies to jointly promote the most water and energy efficient clothes washers available. The Bay Area Regional High-Efficiency Washer Rebate Program is designed to give the customer a single greater dollar amount rebate, streamline the rebate application experience, and enhanced knowledge of the issues surrounding water and energy efficiency. This rebate program will offer Solano County residents a \$150 rebate (\$100 from SCWA and \$50 from PG&E) for the purchase and installation of qualifying water and energy efficient washers.

This rebate program has proven to be extremely popular with Solano County residents.

☒ Continued on next page

Recommended:   
David B. Okita, General Manager

☐ Approved as  
recommended

☐ Other  
(see below)

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Modification to Recommendation and/or other actions:

---

I, David B. Okita, 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 January 8, 2015 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

---

David B. Okita  
General Manager & Secretary to the  
Solano County Water Agency

High-efficiency clothes washers use less water, energy, and detergent than conventional washing machines. Studies have shown that regular washing machines account for approximately 20% of a household's indoor water use. High-efficiency washing machines can save between 5,000 to 6,500 gallons of water annually. In addition, the typical household will save \$80 to \$100 in electricity as well as \$50 to \$60 in detergent costs.

SCWA and the Cities of Benicia, Fairfield, and Vacaville are members of the California Urban Water Conservation Council (CUWCC) and as such have agreed to implement various water conservation best management practices. Other cities, notably Suisun City and Vallejo receive Solano Project water and are also obligated to implement water conservation measures. Offering financial incentives to encourage the use of water and energy efficient clothes washers is one of the CUWCC Best Management Practices.

File: A-100

**SOLANO COUNTY AMENDMENT TO  
PACIFIC GAS AND ELECTRIC COMPANY AND  
AGENCY  
CO-FUNDING AGREEMENT**

This Second amendment (the "Second Amendment") to the July 1, 2014 High-Efficiency Clothes Washer Rebate Initiative Agreement between Pacific Gas and Electric Company (PG&E) and Solano County ("AGENCY") is made and effective as of January 1, 2015 (the "Second Amendment Effective Date").

**RECITALS**

WHEREAS, PG&E and AGENCY entered into an Agreement relative to the High-Efficiency Cooperative Clothes Washer Rebate Initiative Program on July 1, 2014 (the "Agreement"); and

WHEREAS, the Parties desire to extend the cooperative initiative and make certain revisions to the Agreement.

NOW, THEREFORE, the Parties agree as follows:

**AGREEMENT**

1. Section 8, Term is hereby amended as follows;

This Agreement shall be effective as of the Effective Date, and shall continue in effect through June 30, 2016 in order to complete the services established in Attachment 1 (the "Term") unless earlier terminated in accordance with this Agreement.

**ATTACHMENT 1: SCOPE OF SERVICES**

2. Initiative Schedule, Section 1.1.2 is hereby amended to define the Initiative Period as being between January 1, 2015 and December 31, 2015.
3. Initiative Schedule, Section 1.1.4 is hereby amended to define that PG&E shall process Rebate applications and issue Rebates funded through PG&E and AGENCY for their respective customer equipment purchases made during the Initiative Period and for Rebate applications postmarked by March 1, 2016.
4. Initiative Start Up, Section 2.1.7 is hereby amended to define that PG&E will maintain a Website through March 31, 2016.
5. Initiative Closeout Services Section 2.5.1 is hereby amended to define that PG&E will resolve all pending rebates and report on all Initiative activity by June 30, 2016
6. Initiative Closeout Services Section 2.5.2 is hereby amended to define PG&E and AGENCY will update website content until March 31, 2016.

## ATTACHMENT 2: RATES AND CHARGES

7. Attachment 2, Rates and Charges, Section 2.1, Paragraph one is hereby amended to define that the total amount to be paid under the Agreement shall not exceed \$200,000 per year.

8. Attachment 2, Rates and Charges, Section 2.1, Paragraph four is hereby deleted in its entirety and replaced with the following:

PG&E and AGENCY will offer and pay rebates for the purchase and installation of clothes washer models labeled as ENERGY STAR Most Efficient (ESME) at a rate of \$150 per unit, apportioned \$50.00 paid by PG&E and \$100.00 paid by AGENCY.

9. Attachment 2, Rates and Charges, Section 2.2 Rebate Processing, item A) Standard Processing Fees, is hereby amended as follows:

For ESME machine applications, PG&E will charge Agency an application fee of up to \$10 for processing of applications." (represents 50% of processing cost, i.e. the number of rebates approved or denied by AGENCY.)"

10. Attachment 2, Rates and Charges, Section 2.4 Marketing Services, is hereby deleted in its entirety and replaced with the following:

### Direct Costs

The Direct marketing service costs shall be as follows:

Item	Estimated 1-Year Total Cost	Basis for AGENCY portion	AGENCY Estimated 1-Year Costs
<u>Website</u> Labor costs to maintain and update website and cost to renew domain name	\$3,000	The cost will be divided equally by each participating water agency and PG&E. See table below for cost allocation percentages	\$300
<u>Application</u> Develop, update and print Rebate Application forms	\$45,000	PG&E pays 50% and AGENCY pays 1.4% of the cost. See table below for the cost allocation percentages	\$630
<u>POP Materials</u> Design, print and distribute Point-of-Purchase Materials including cling sticks and table-tents	\$4,000	PG&E pays 50% and AGENCY pays 1.4 % of the cost. See table below for the cost allocation percentages	\$56

### Cost Allocation Percentages Table

Agency Name	Website Costs Allocation (%)	POP and Application Costs Allocation (%)
PG&E	9.1%	50%
ACWD	9.1%	3.6%
BAWSCA	9.1%	7.7%
CCWD	9.1%	4.1%
EBMUD	9.1%	10%
SCVWD	9.1%	14.9%
SFPUC	9.1%	4.5%
Zone 7	9.1%	2.6%
City of Napa	9.1%	0.7%
Solano County	9.1%	1.4%
City of Davis	9.1%	.4%

**Total Marketing Services Cost Ceiling: \$5,500**

Charges assessed for Marketing Services will be billed on a bi-annual basis in a separate invoice to be issued within 30 calendar days of the end of the months of June and December.

11. Attachment 2, Rates and Charges, Sections 2.6 Late Entry and 2.7 Programming Services, are hereby deleted in their entirety and replaced with the following:

#### 2.6 Programming Services

If AGENCY decides to exit the Initiative or change the unit rebate rate prior to the end of the calendar year, AGENCY shall be responsible for the payment of any and all charges related to the programming fees and/or changes to marketing collateral including printed materials and website changes. The costs for changes described in this Section 2.6 are not included in the Total Marketing Services Cost Ceiling amount.

**Total Programming Services Cost Ceiling: \$5,500**

12. Except as expressly modified by the First Amendment and this Third Amendment, all terms and conditions in the Agreement shall remain in full force and effect. In the event of any conflict between the Agreement and this Third Amendment, this Third Amendment shall prevail. This Third Amendment may be executed in counterparts, each of which will be deemed an original. Each Party is fully responsible for ensuring that the person signing this Third Amendment on that Party's behalf has the requisite legal authority to do so.

**IN WITNESS HEREOF**, the Parties have, through their duly authorized officers, executed this Second Amendment as of the Second Amendment Effective Date.

**AGENCY: SOLANO COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PACIFIC GAS AND ELECTRIC COMPANY, Program Administrator**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE: January 8, 2015

SUBJECT: Agreement with Iron Springs Corporation for the implementation of the Solano Regional Landscape BMP Compliance Program

RECOMMENDATION:

Authorize General Manager to Execute Agreement with Iron Springs Corporation for the extension of the Solano Regional Landscape BMP Compliance Program.


FINANCIAL IMPACT:

The Water Agency cost share is \$30,000. Funding has been allocated for this work in the water conservation budget.

BACKGROUND:

Irrigation accounts for a large portion of urban water use and has become the key focus of water conservation programs, whether in drought conditions or under more normal circumstances. Each of the utilities serving Solano County communities has a responsibility to ensure that water is used efficiently in irrigating large landscapes. Cities receiving Solano Project water have a responsibility under their contracts with Solano County Water Agency to efficiently use water. Other cities, namely Benicia, Fairfield, and Vacaville, are also members of the California Urban Water Conservation Council (CUWCC) and have adopted a Large Landscape Best Management Practice (BMP). The goal of this BMP is for water agencies to assist irrigators to achieve a higher level of water use efficiency consistent with the actual irrigation needs of the plant materials.

This program identifies non-residential accounts with dedicated irrigation meters and assigns ETo (reference evapotranspiration) based water use budgets. It provides notices each billing cycle to accounts with water use budgets showing the relationship between the budget and actual consumption. It also offers site-specific technical assistance to reduce water use to those accounts that are 20% over budget.

Recommended:   
David B. Okita, General Manager

<input type="checkbox"/> Approved as recommended	<input type="checkbox"/> Other (see below)
--	--

Modification to Recommendation and/or other actions:

I, David B. Okita, 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 January 8, 2015 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

David B. Okita  
General Manager & Secretary to the  
Solano County Water Agency

Name of Project: **Regional Landscape BMP Compliance**

## **SOLANO COUNTY WATER AGENCY**

### **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, **effective January 1, 2015**, 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 IRON SPRINGS CORPORATION, hereinafter referred to as "Contractor."

The Agency requires services for **Regional Landscape BMP Compliance** under the CUWCC Memorandum of Understanding; 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 the Urban Water Agencies within 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: Monthly service fee per site as indicated in Exhibit B **not to exceed \$30,000 per year** for all services 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, however in no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement. Every invoice shall specify each task identified in Exhibit A delivered.

Each invoice shall be accompanied by a copy of the report of services provided, by month, for the service broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each site, year-to-date totals expended and remaining expected annual 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 each month thereafter 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 or 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.

7. 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.

## 8. 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 sub-contractors 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, a certificate of insurance satisfactory to the Agency evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) 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. 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. The retroactive date (if any) is to be no later than the effective date of this agreement. In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

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 (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor 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.

9. 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.

12. SUBCONTRACT AND ASSIGNMENT

This Agreement binds the heirs, successors, assigns and representatives of the Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this Agreement and shall not assign this Agreement or monies due or to become due, without the prior written consent of the General Manager of the Agency or his designee, subject to any required state or federal approval.

Subcontractor:  
Andrew K. Walker  
374 Lily Street  
Fairfield, CA 94533  
(707) 426-0381  
walkerakhc@gmail.com

14. 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

David Okita, General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

CONTRACTOR

Ray N. Kahler, CEG  
Principal  
Iron Springs Corporation  
1335 N. 6700 W.  
Cedar City, Utah 84721

-----  
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: \_\_\_\_\_,  
Chair  
Solano County Water Agency  
Board of Directors

By: \_\_\_\_\_  
Ray N. Kahler, CEG  
Principal, Iron Springs Corp.

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **Large Landscape Efficiency Efforts**

Services provided for Solano County Water Agency by Iron Springs Corporation

Landscape Water Efficiency is a key focus of efforts to reduce water use, whether in drought conditions or under more normal circumstances. Each of the utilities serving the communities in Solano County has a responsibility to ensure that water is used efficiently in irrigating large landscapes. Some utilities have a responsibility under their water contracts with Solano County Water Agency, while others are members of the California Urban Water Conservation Council (CUWCC) and have adopted Best Management Practices. Although there is some variance between the requirements, there is need to measure water application against an accepted standard for irrigation need.

The scope of work in this plan follows the CUWCC Large Landscape BMP 5 outline.

- 1) Identify non-residential accounts with dedicated irrigation meters and assign ETo-based water use budgets.

There are 197 sites in Dixon, Rio Vista, Vacaville, Suisun City, Vallejo and Benicia that need to be identified and assigned a water use budget.

Budgets will be equal to no more than an average of 70% of ETo (reference evapotranspiration) of annual average local ETo per square foot of landscape area.

Recreational areas (portions of parks, playgrounds, sports fields, golf courses, or school yards in public and private projects where turf provides a playing surface or serves other high-use recreational purposes) and areas permanently and solely dedicated to edible plants, such as orchards and vegetable gardens, may require water in addition to the water use budget. The water agency must provide a statement designating those portions of the landscape to be used for such purposes and specifying any additional water needed above the water use budget, which may not exceed 100% of ETo on an annual basis. If the California Model Water Efficient Landscape Ordinance is revised to reduce the water allowance, this BMP will be revised automatically to reflect that change.

- 2) Provide notices each billing cycle to accounts with water use budgets showing the relationship between the budget and actual consumption.

As the utilities use bi-monthly billing, this will amount to 6 notices each year per site. If agencies increase billing frequency, notices will increase to 12 per year for each site.

- 3) Offer site-specific technical assistance to reduce water use to those accounts that are 20% over budget.

Sites that exceed their water budget will receive offers to monitor and report water use biweekly until use falls within the budgeted range. In field assistance and financial assistance, offers will be coordinated with the SCWA CII BMP program.

- 4) Although not detailed in the Landscape BMP, each meter will be reviewed for reasonable function and inclusion in the billing system of the city it serves.
- 5) Develop and implement a strategy targeting and marketing large landscape water use surveys to commercial/industrial/institutional (CII) accounts with mixed-use meters.

The mixed-use strategy and surveys will be coordinated with the CII BMP program.

- 6) Agency will implement and maintain a customer incentive program(s) for irrigation equipment retrofits.
- 7) Service provider will provide information so that each Agency can answer the following data requests adequately in the Landscape BMP reporting:

#### Dedicated Landscape Irrigation Accounts

- a) Number of dedicated irrigation meter accounts.
- b) Number of dedicated irrigation meter accounts with water budgets.
- c) Aggregate water use for dedicated non-recreational landscape accounts with budgets.
- d) Aggregate acreage assigned water budgets and average ET for dedicated non-recreational landscape accounts with budgets.
- e) Number of Accounts 20% over-budget.
- f) Number of accounts 20% over-budget offered technical assistance.
- g) Number of accounts 20% over-budget accepting technical assistance
- h) Aggregate acreage of recreational areas assigned water budgets and average ET for dedicated recreational landscape accounts with budgets.

#### CII Accounts without Meters or with Mixed-Use Meters

- a) Number of mixed use and un-metered accounts.
- b) Number, type, and dollar value of incentives, rebates, and no- or low-interest loans offered to, and received by, customers.
- c) Number of surveys offered.
- d) Number of surveys accepted.
- e) Estimated annual water savings by customers receiving surveys and implementing recommendations.

It is anticipated that each of the 197 urban large landscape sites in the cities of Dixon, Rio Vista, Vacaville, Suisun City, Vallejo and Benicia will be serviced under the terms of this agreement.



## **EXHIBIT B**

### **RATE OF COMPENSATION**

There are 197 sites in Dixon, Rio Vista, Vacaville, Suisun City, Vallejo and Benicia that need to be identified and assigned a water use budget. Under the terms of this contract, SCWA will pay a per site fee for each large landscape monitored of \$25 per month. Billing will be based on service to each site and will be performed monthly. After the first year of service, the ongoing maintenance fee will be \$19 per month per large landscape monitored.

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE: January 8, 2015

SUBJECT: Amendment to the Agreement with Southwest Environmental Incorporated for the Installation of High-Efficiency Toilets at Commercial, Industrial, and Institutional locations.

RECOMMENDATION:

Authorize General Manager to execute an amendment to the Agreement with Southwest Environmental Incorporated (SWE) for the installation of High-Efficiency Toilets (HETs) at Commercial, Industrial and Institutional (CII) locations in Solano County.


FINANCIAL IMPACT:

The amendment cost share is \$1,447.00. The original agreement is for \$250,000. Funding has been allocated for this work in the water conservation budget. SCWA is also receiving \$200,000 in Proposition 84 IRWMP grant funding for this program for fiscal year 2014/15.

BACKGROUND:

This program offers Solano County CII customers the opportunity to receive new high-efficiency toilets (HETs) at no cost to replace older, high water use toilets. This program was first implemented in Solano County in 2007. Since that time, over 2,500 HETs have been installed at various sites in the county.

Because of the drought, this program has received more participation than originally planned and has exceeded its original budgeted amount by \$1,447.00

Recommended:   
David B. Okita, General Manager

☐ Approved as recommended      ☐ Other (see below)

Modification to Recommendation and/or other actions:

I, David B. Okita, 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 January 8, 2015 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

David B. Okita  
General Manager & Secretary to the  
Solano County Water Agency

**SOLANO COUNTY WATER AGENCY**

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

**AMENDMENT NUMBER:** 1

**CONTRACTOR:** Southwest Environmental Incorporated

**EFFECTIVE DATE:** January 8, 2015

**PROJECT:** Installation of High-Efficiency Toilets at CII locations.

**DESCRIPTION OF AMENDMENT:**

1. Increase contract amount by \$1,447 from \$250,000 to \$251,447.

**SIGNATURES:**

Solano County Water Agency,  
a Public Agency

Southwest  
Environmental Inc.

By: \_\_\_\_\_  
David Okita, General Manager

By: \_\_\_\_\_  
Dale Chessher  
Director of Operations


# SOLANO COUNTY WATER AGENCY



## MEMORANDUM

Agenda Item No. 8

**TO:** Board of Directors

**FROM:** David B. Okita, General Manager 

**DATE:** January 8, 2015

**SUBJECT:** January General Manager's Report

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What a fantastic start to the rainy season. Lake Berryessa has increased almost 8 feet since its low point on December 1. Storage has increased over 120,000 AF which is over half our annual supply. At the January Board meeting staff will be presenting some statistics that put this year's runoff in a historical context as part of our 2015 water supply outlook.

The big storm of early December did not cause the flooding that was a real possibility. Our network of local rain gauges and stream gages showed high rainfall, but because the rainfall was spread out throughout the days and we had no major pikes of intense rainfall, the local creeks and channels were able to convey stormwater out of populated areas quite well. For the first time we used Facebook and Twitter to get storm warning out.

The City County Coordinating Council will be meeting in February and March in 2015 (not January), so SCWA will have short agendas for both those months. That is not expected to be a problem.

The recruitment for the new General Manager will commence in January. I will be keeping the Board updated on the status of the recruitment and there may be a need to schedule some special Board meetings in April/May to accommodate necessary actions by the Board to hire the new General Manager.

If you have any questions, please contact me at 455-1103 or [dokita@scwa2.com](mailto:dokita@scwa2.com).

Jan.2015.lt8.mem.doc

P.O. Box 349 • 6040 Vaca Station Road, Building 84  
Elmira, California 95625-0349  
Phone (707) 451-6090 • FAX (707) 451-6099  
[www.scwa2.com](http://www.scwa2.com)



Time Period Covered: December 2014

**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)**

**Construction Contracts (\$30,000 and less)**

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

Blankenship and Associates – Aquatic Pesticide Compliance – Campbell Lake - \$ 29,50

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

**Construction contracts resulting from informal bids authorized by SCWA Ordinance**

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

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE: January 8, 2015

SUBJECT: Legislative Activity

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RECOMMENDATIONS:

1. Approve text for 2015 SCWA Annual Legislative Report.
2. Chair to appoint a committee of Board members to serve on a Legislative Committee to work with staff and our Legislative Advocate.

FINANCIAL IMPACT:

None.

BACKGROUND:

Starting in 2013, The Board has prepared an annual report to the State Legislature. The Annual Report is used by Board members, staff and our Legislative Advocate to inform Legislators and their staff on SCWA and our interests and issues. The Board needs to update the report annually. Attached are suggested revisions to the text of the report. SCWA staff will update the pictures and graphics as needed.

The Chair has suggested that the Board designate a committee of Board members to work with staff and our Legislative Advocate on the program to engage the State Legislature for the upcoming Legislative Session. The Committee can provide guidance on legislative priorities and act as a core group for meeting with Legislators.

Recommended:   
David B. Okita, General Manager

☐

Approved as  
recommended

☐

Other  
(see below)

---

Modification to Recommendation and/or other actions:

---

I, David B. Okita, 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 January 8, 2015 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

---

David B. Okita  
General Manager & Secretary to the  
Solano County Water Agency



## Suggested revisions to SCWA Annual Legislative Report text for 2015

### Letter

Dear State Legislators:

To be drafted by new Chair

~~Thank you for taking time from your busy schedules to meet with us and allow us to brief you on the activities of the Solano County Water Agency. As you may be aware, SCWA was formed in 1951 by an Act of the State Legislature and represents all the local agencies involved in water and flood management. The SCWA Board of Directors is composed of the five members of the Solano County Board of Supervisors, the seven mayors of the cities in Solano County, and a director from each of the three agricultural districts that provide retail agricultural water supply.~~

~~SCWA is a wholesale water supply agency providing untreated water to the cities and agricultural districts in Solano County from the Federal Solano Project and the North Bay Aqueduct of the Water Project. In addition, the agency performs flood management as well as habitat conservation activities.~~

~~Always exploring more effective ways to meet the changing needs of our very diverse constituents, the Solano County Water Agency Board of Directors and staff are committed to working closely with you and Governor Brown's office.~~

~~Sincerely,~~

~~Harry T. Price, Chairman of the Board of Directors~~

### Solano Project

Monticello Dam impounds Lake Berryessa, one of the largest reservoirs in the State at a capacity of 1.6 million acre feet. Although the Solano Project is owned by the Federal Government, it is operated and maintained by SCWA. SCWA has paid off the construction debt of \$33 million to the Federal Government. The Putah Diversion Dam is six miles downstream from Monticello Dam. The Putah Diversion Dam forms Lake Solano and diverts water to the Putah South Canal and releases water to Putah Creek.

Through the 33 miles long Putah South Canal, the Solano Project provides water supplies to cities, institutions and agricultural districts. Annually the Solano Project provides 200,000 acre feet of high quality water.

As part of our Lake Berryessa stewardship efforts, SCWA implements a public outreach and inspection program to reduce the risk of invasive mussels. —Lake Berryessa has a high risk of invasive mussel infestation due to its water chemistry and high recreation use.

~~Key Issues:~~

~~SCWA has applied for a State grant for State funding for our boater outreach/inspection~~ invasive mussel species ~~program~~ at Lake Berryessa ~~is needed~~. ~~SCWA is also a part of a regional (Solano, Napa, Yolo and Lake counties) State grant application for a coordinated mussel program. AB 2443 from 2011-2012 Legislative session provides a funding source for local mussel programs.~~ The State ~~Division~~ Department of Boating and Waterways ~~administers the grant program~~ ~~needs to release funding to local programs as soon as possible.~~

Key Issue:

~~Lake Berryessa has a high risk of invasive mussel infestation due to its water chemistry and high recreation use. SCWA seeks State grant funding of invasive mussel species management~~

**State Water Project**

The North Bay Aqueduct of the State Water Project currently serves the cities of Vallejo, Benicia, Fairfield and Vacaville along with cities in Napa County. The Barker Slough Pumping Plant pumps from the Delta to an underground pipeline that goes through Solano County into Napa County. On average about 40,000 acre feet per year is delivered to Solano cities from the State Water Project.

SCWA works closely with other State Water Project contractors and the California Department of Water Resources on improving the water supply reliability of the Project and managing Project costs. SCWA and our cities have augmented their State Water Project supplies by securing additional water supplies through water rights permits, asserting area of origin rights and water purchases.

In 2014 SCWA reached an important settlement with the State on an area of origin contract claim that will result in substantial additional State Water Project supplies.

Key issues:

- The State Water Project needs to build on lessons learned from the 2013-2014 drought to balance water deliveries to its contractors while protecting the environment and water quality in the Delta.
- Water supply contracts between the State Water Projects and water contractors, including SCWA, expire in 2035 and need to be extended to finance State Water Project capital projects, such as the North Bay Aqueduct Alternate Intake Project.

**NBAAIP**

The North Bay Aqueduct Alternate Intake Project (AIP) will provide a more reliable and higher quality water supply to SCWA cities and Napa County cities. The North Bay Aqueduct Pumping Plant pumps from Cache Slough and suffers from poor water quality (turbidity and organic carbon) and has pumping restrictions due to the presence of endangered species (Delta smelt and longfin smelt). The State of California has designated Cache Slough as a prime area for tidal wetlands habitat restoration for the benefit of endangered species that will increase organic



carbon (for the fish food chain) and the presence of endangered species near the North Bay Aqueduct pumps.

Key Issues:

- Because of the State program to increase tidal wetland habitat, the State has an obligation to help fund the Alternate Intake Project.
- SCWA believes that State should contribute at least half of the [Alternate Intake](#) Project capital costs ~~that is~~ estimated ~~to be~~ at \$550~~275~~ million.

**The Delta**

~~SCWA has many interests in the Delta including:~~

- ~~→ The North Bay Aqueduct water diversion.~~
- ~~→ Flood management, including Delta levees.~~
- ~~→ Land use changes from the development of habitat projects.~~

Major changes in the Delta are expected from the Bay Delta Conservation Plan, ~~and~~ from other programs implemented by the State and Federal water projects to meet Endangered Species Act requirements [and flood management projects](#). ~~SCWA is not necessarily opposed to these efforts but, along with Solano County, have raised issues that must be addressed to come up with solutions that meet the needs of all interests.~~

Key Issues:

- Water quality and endangered species impacts to the North Bay Aqueduct must be addressed.
- ~~→ A sustainable Delta levee funding program must be part of any Delta fix.~~
- Economic impacts of agricultural land conversion to habitat must be fully mitigated
- [Sustainable](#) ~~F~~flood management ~~in the Delta~~ must be a ~~major~~ part of any Delta fix.

**Yolo Bypass/Cache Slough Corridor**

[SCWA is participating with Solano County, Yolo County, the Sacramento Area Flood Control Agency and State and Federal Agencies \(and others\) in developing an integrated management plan for the Yolo Bypass and Cache Slough area that will meet the State and Federal needs for fish habitat and flood management projects in a manner that benefits local governments and the local economy.](#)

Key Issues:

- The local agencies needs State funding and participation to continue integrated management planning
- Existing State funds should be utilized to allow early implementation projects to proceed to start a working relationship among the parties

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### **Lower Putah Creek Coordinating Committee**

SCWA is a founding member of the Lower Putah Creek Coordinating Committee and permanently funds most of the Committee's operating costs. Over the years the Committee has been very successful in obtaining over \$11 million in grants, administered by SCWA, for restoration projects in Putah Creek and, with the Putah Creek Council, provides an effective community outreach program.

#### **Key issues:**

- The LPCCC and SCWA support measures that provide funding sources for creek habitat restoration projects.

### **Water Conservation**

SCWA continues an active urban water conservation project done in cooperation with cities and districts in Solano County. Many conservation and education programs are done countywide and some regionally.

In cooperation with three agricultural water districts, SCWA meets the conservation needs of the greater agricultural community.

Some examples of conservation programs are: drought tolerant landscape incentives, rebates for low flow toilets and washers and water audits. The SCWA conservation webpage has contact information: [www.solanosaveswater.org](http://www.solanosaveswater.org).

#### **Key Issues:**

- Supplemental state funding during drought conditions for increased water conservation is a welcome addition to local programs.
- Any new conservation law or regulation needs to take into consideration geography and local cost effectiveness - avoid "one size fits all" solutions in this diverse State.

### **HCP**

SCWA is preparing a Habitat Conservation Plan (HCP) for the protection of endangered species. The main focus of the HCP is to address endangered species impacts from city development projects and public agency operations and maintenance.

The HCP covers 36 species and will ultimately create approximately 25,000 acres of preserves for these species while allowing approximately 13,000 acres of future urban development.

The HCP allows for local implementation of endangered species permitting and streamlines economic development projects.

We are also coordinating the HCP with Corps of Engineers and Regional Water Quality Control Board wetlands permitting.

**Key Issues:**

- As the Solano HCP nears completion, state planning programs such as the Delta Plan, Central Valley Flood Protection Plan and the Bay Delta Conservation Plan need to coordinate with local HCP's.

**Flood Management, Groundwater, & Integrated Regional Water Management Plan**

SCWA maintains the Ulatis Flood Control Project in the east County and the Green Valley Flood Control Project in the Fairfield area. SCWA is also involved in flood management planning in the County. The eastern part of Solano County is protected by Delta levees.

**Key Issue:**

~~SCWA supports the efforts of Lower Sacramento North Delta Regional group in integrating flood management planning with habitat development in the Yolo Bypass/Cache Slough area.~~

~~SCWA is the State reporting entity (CASGEM Program) for Solano's groundwater resources.~~  
~~Solano The public agency~~ groundwater users manage the groundwater basin sustainably and in coordination with surface water. ~~SCWA is the State reporting entity (CASGEM Program) for Solano's groundwater resources and is working with other groundwater users to meet the requirements of the 2014 groundwater legislation.~~

SCWA participates in two Integrated Regional Water Management Plans: Bay Area and Westside (Sacramento River Region).

**Key Issues:**

- State funding is needed to meet the new requirements of groundwater management planning
- Funding for local projects from appropriations of the new water bond (Proposition 1)

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**Finances**

Primarily funded by ad valorem property taxes, SCWA also receives additional funding from water charges and grants. Tax revenues and grants help keep wholesale water charges low to enable cities and districts to maintain affordable water rates. Prudently, SCWA has a series of dedicated reserves to fund future needed capital costs. Foreseeably large future expenses include refurbishment of the 50 year old Solano Project and the funding of the North Bay Aqueduct Alternate Intake.

**Key Issues:**

- Protection of local property tax revenues is critical for a safe and affordable water supply in Solano County.

- SCWA reserves are dedicated towards the funding of specific critical infrastructure projects.




# SOLANO COUNTY WATER AGENCY



## MEMORANDUM

Agenda Item No. 11

**TO:** Board of Directors

**FROM:** David B. Okita, General Manager 

**DATE:** January 8, 2015

**SUBJECT:** North Bay Aqueduct Taste and Odor Problems

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For the past few years, the water supply from the North Bay Aqueduct (NBA) has had some problems with algal growth that creates some taste and odor problems. Although the taste and odor issues are not a health hazard, it is an aesthetics problem that we take very seriously.

We have been managing the algal growth with chemical treatments, but a new strain of algae has been resistant to our past treatment methods. The algae forms in Campbell Lake (really a pond). The owners of the Lake have been very cooperative in allowing us access for treatment and water quality monitoring. We are examining alternatives to addressing this problem. Funding for potential solutions will need to be included in the FY 2015-16 budget.

This is a very interesting phenomenon. I think the Board will be interested in how we are approaching this problem. Alex Rabidoux, Senior Water Resources Engineer, will be making the presentation to the Board.

If you have any questions, please contact me at 455-1103 or [dokita@scwa2.com](mailto:dokita@scwa2.com).

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