

SOLANO COUNTY WATER AGENCY



BOARD OF DIRECTORS MEETING

BOARD OF DIRECTORS:

Chair:

Director Dale Crossley
Reclamation District No. 2068

Vice Chair:

Supervisor Erin Hannigan
Solano County District 1

Mayor Len Augustine
City of Vacaville

Mayor Jack Batchelor
City of Dixon

Mayor Osby Davis
City of Vallejo

Director John D. Kluge
Solano Irrigation District

Mayor Elizabeth Patterson
City of Benicia

Mayor Harry Price
City of Fairfield

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:

Roland Sanford
Solano County Water Agency

DATE: Thursday, January 14, 2016

TIME: 6:30 – 7:00 p.m. (Note: City-County
Coordinating Council is meeting at 7:00)

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 2016**

6. CONSENT ITEMS

(A) Minutes: Approval of the Minutes of the Board of Directors meeting of December 10, 2015 is recommended.

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

(C) Request to Maintain Funding for the Cooperative
Endangered Species Conservation Fund-Fiscal 2017 Appropriations:
Authorize the Chairperson to sign California Habitat Conservation Planning Coalition letters to Senators Feinstein and Boxer requesting continued funding of the Endangered Species Conservation Fund in fiscal year 2017.

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



(D) Disbursement of Round 3 of Bay Area Proposition 84 Integrated Regional Water Management Grant funds to Water Agency: Authorize the General Manager to enter into an agreement with Alameda County Waste Management Authority (“StopWaste”) and ten water utilities to receive Round 3 of the Bay Area Proposition 84 Integrated Regional Water Management Grant funds.

(E) Amendment No. 1 to Agreement with Clean Lakes, Inc. for Campbell Lake Algaecide Treatments: Authorize General Manager to execute Amendment No. 1 to Agreement with Clean Lakes, Inc. for Campbell Lake Algaecide Treatments with a cost of \$80,000.

(F) Lower Putah Creek Coordinating Committee Appointments: Appoint Solano representatives on the Lower Putah Creek Coordinating Committee for calendar year 2016.

(G) Agreement with Kennedy/Jenks Consultants for preparation of SCWA Strategic Plan: Authorize General Manager to execute \$227,220 agreement with Kennedy/Jenks Consultants for preparation of Strategic Plan (Phase II scope of work).

7. BOARD MEMBER REPORTS

RECOMMENDATION: For information only.

8. GENERAL MANAGER’S REPORT

RECOMMENDATION: For information only.

9. AUTHORIZATION TO PARTICIPATE IN THE U.S. ARMY CORPS OF ENGINEERS SACRAMENTO RIVER FLOOD CONTROL PROJECT GENERAL REEVALUATION REPORT PROCESS

Authorize Board Chairperson to sign Memorandum of Agreement (MOA) between County of Solano, Solano County Water Agency, Reclamation District 2068, County of Yolo, Sacramento Area Flood Control Agency, and West Sacramento Flood Control Agency (collectively identified as the “Parties”) to participate in the Sacramento River Flood Control Project General Reevaluation Report process, following final review and approval as to form by Water Agency legal counsel. Water Agency local cost share of up to \$125,000.

10. WATER POLICY UPDATES

RECOMMENDATIONS:

1. Hear report from staff on current and emerging Delta and Water Policy issues and provide direction.
2. Hear status report from Committee Chair Supervisor Seifert on activities of the SCWA Water Policy Committee.

3. Hear report from Supervisor Thomson on activities of the Delta Counties Coalition and Delta Protection Commission.
4. Hear report from Legislative Committee.

11. TIME AND PLACE OF NEXT MEETING

Thursday, February 11, 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.

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.2016.bod.agd

SOLANO COUNTY WATER AGENCY

MEMORANDUM



Agenda Item No. 5

TO: Board of Directors

FROM: Roland Sanford, General Manager *RS*

DATE: January 14, 2016

SUBJECT: Elections of Officers and Appointment of Executive Committee for 2016

At the January Board of Directors meeting the Board will elect a Chair and Vice Chair for the 2016 calendar year. The Chair and Vice Chair for 2015 were Director Dale Crossley and Supervisor Erin Hannigan, respectively.

Past practice has been that the Chair and Vice Chair positions rotate among the three general Board member categories; County Board of Supervisors, Mayors, and Agricultural District Directors. If past practice follows, in 2016 a County Supervisor would be Chair and a Mayor 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 and 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 – a Mayor, a County Supervisor, and an Agricultural District Director. The 2015 Executive Committee members were as follows:

2015 Executive Committee
Chairman, Director Dale Crossley
Vice Chairman, Supervisor Erin Hannigan
Mayor Jack Batchelor
Supervisor Jim Spering
Mayor Harry Price



If past practice is followed the 2016 Executive Committee would be comprised of:

2016 Executive Committee

Chair – County Supervisor

Vice Chair – Mayor

County Supervisor

Ag District

Mayor

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

Past Executive Committees

2015

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

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, 2015

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

Supervisor Erin Hannigan, Solano County District 1
Supervisor Linda Seifert, Solano County District 2
Supervisor James Spering, Solano County District 3
Supervisor John Vasquez, Solano County District 4
Supervisor Skip Thomson, Solano County District 5
Mayor Len Augustine, City of Vacaville
Mayor Pete Sanchez, City of Suisun City
Mayor Jack Batchelor, City of Dixon
Mayor Harry Price, City of Fairfield
Mayor Elizabeth Patterson, City of Benicia
Mayor Osby Davis, City of Vallejo
Mayor Norm Richardson, City of Rio Vista
Director J. D. Kluge, Solano Irrigation District
Director Dale Crossley, Reclamation District 2068
Manager Don Holdener, Maine Prairie Water District

CALL TO ORDER

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

APPROVAL OF AGENDA

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

PUBLIC COMMENT

There were no comments.

CONSENT ITEMS

On a motion by Supervisor Hannigan and a second by Mayor Batchelor the Board unanimously approved the following Consent Items:

- (A) Minutes
- (B) Expenditure Approvals
- (C) State Water Project Tolling Agreement
- (D) Flood Control Advisory Committee Re-Appointments
- (E) Amendment to the Putah South Canal Headworks Project

BOARD MEMBER REPORTS

There were no Board Member reports.

GENERAL MANAGER'S REPORT

There were no additions to the General Manager's written report.

STATUS UPDATE: PREPARATION OF SCWA STRATEGIC PLAN

General Manager Sanford reported that Kennedy/Jenks has completed the initial planning phase (Phase I) of the strategic planning effort and is now poised to begin the second and final work phase (Phase II) – plan preparation. He noted that a scope of work, budget, and contract for Phase II would be presented for Board consideration at the January 14, 2016 Board of Directors meeting, and requested Board member feedback on the status of the strategic planning effort and the tentative Phase II scope of work document included in the Board meeting packet.

After extensive discussion, on a motion by Mayor Sanchez and second by Supervisor Vasquez, the Board voted to modify Task 1A of the tentative Phase II scope of work as follows:

The content of the Meeting 5 (February 2016) – Goal, Objectives, and Strategies Development – is to be moved to Meeting 4 (January 2016) while the content of Meeting 4 – Strategic Issues and Opportunities - is to be moved to Meeting 5.

Director Holdener, Director Kluge, Mayor Richardson, Supervisor Seifert, Supervisor Thompson, Mayor Davis, and Chairman Crossley dissented.

**STATUS UPDATE: GROUNDWATER MANAGEMENT OF SOLANO SUBBASIN
PURSUANT TO SUSTAINABLE GROUNDWATER MANAGEMENT ACT**

General Manager Sanford reported that formation of a Groundwater Sustainability Agency (GSA) for the Solano Subbasin has begun. Initial work tasks now in progress include the identification of stakeholders, preparation of a Memorandum of Understanding/Guiding Principles to foster cooperation and coordination among stakeholders, and the analysis of potential subbasin boundary adjustments. He noted that pursuant to SGMA, a GSA must be established for the Solano Subbasin by June 30, 2017, and that by March 2016 a decision must be made – whether or not to submit an application to the Department of Water Resources for modification of the Solano Subbasin boundaries. The Board heard Mr. Sanford's report but took no action on this agenda item.

**AGREEMENT WITH AG INNOVATIONS FOR SUPPLEMENTAL FACILITATION
SERVICES**

On a motion by Supervisor Spering and a second by Mayor Patterson the Board unanimously authorized the General Manager to execute an \$81,140 agreement with AG Innovations for supplemental facilitation services in support of Groundwater Sustainability Agency (GSA) formation for the Solano Sub basin.

WATER POLICY UPDATES

1. There was no report from staff on current and emerging Delta and Water Policy issues.
2. Supervisor Seifert reported the SCWA Water Policy Committee needs additional data and that the benefits of groundwater and a locally prepared groundwater management plan need to be more fully articulated to the public.
3. There was no report from Supervisor Thomson on the activities of the Delta Counties Coalition and the Delta Protection Commission.
4. Director Crossley reported the SCWA Legislative Committee met to discuss pending state and federal legislation, and development of a public relations video and other informational materials for forthcoming legislative outreach efforts at the State capital.

TIME AND PLACE OF NEXT MEETING

The next regularly scheduled meeting will be Thursday, January 14, 2016 at 6:30 p.m. in the Berryessa Room located at the Solano County Water Agency offices.

ADJOURNMENT

This meeting of the Solano County Water Agency Board of Directors was adjourned at 8:18 p.m.

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

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: January 14, 2016

SUBJECT: Expenditures Approval

RECOMMENDATION:

Approve expenditures from the Water Agency checking accounts for the month of December, 2016.

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, 2016. Additional backup information is available upon request.

Recommended: 
Roland Sanford, General Manager

☐

Approved as
recommended

☐

Other
(see below)

Modification to Recommendation and/or other actions:

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on January 14, 2016 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

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

SOLANO COUNTY WATER AGENCY
Cash Disbursements Journal
For the Period From Dec 1, 2015 to Dec 31, 2015

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
12/2/15	27540	2020SC	Invoice: 7296981	188.00	
		2020SC	Invoice: 7296982	242.37	
		1020SC	AT&T		430.37
12/2/15	27541	2020SC	Invoice: 80537626/3	4,414.58	
		1020SC	CDM SMITH		4,414.58
12/2/15	27542	2020SC	Invoice: 28615770	5,414.15	
		2020U	Invoice: 28621250	2,245.95	
		1020SC	CROP PRODUCTION SERVICES, INC.		7,660.10
12/2/15	27543	2020SC	Invoice: 15-024-O DEC 2015	4,894.00	
		2020SC	Invoice: 16-119-U	104,500.00	
		2020SC	Invoice: 16-102-V OCT 2015	4,996.00	
		2020SC	Invoice: 15-026-T DEC 2015	407,503.00	
		1020SC	DEPARTMENT OF WATER RESOURCES		521,893.00
12/2/15	27544	2020SC	Invoice: 16569503-2	192.64	
		2020SC	Invoice: 16598450-1	192.64	
		1020SC	EXPRESS EMPLOYMENT PROFESSIONALS		385.28
12/2/15	27545	2020SC	Invoice: 5-230-88195	783.39	
		1020SC	FEDEX EXPRESS		783.39
12/2/15	27546	2020SC	Invoice: 173	160.00	
		1020SC	GATES CONSULTING SERVICES		160.00
12/2/15	27547	2020SC	Invoice: 9898418653	12.12	
		1020SC	GRAINGER		12.12
12/2/15	27548	2020SC	Invoice: 4911935 RI	398.49	
		1020SC	GREATLAND		398.49
12/2/15	27549	2020SC	Invoice: 2015-70	3,727.95	
		1020SC	IN COMMUNICATIONS		3,727.95
12/2/15	27550	2020SC	Invoice: CL04197	347.61	
		1020SC	INTERSTATE OIL COMPANY		347.61
12/2/15	27551	2020SC	Invoice: 97077	2,547.50	
		1020SC	KENNEDY/JENKS CONSULTANTS		2,547.50
12/2/15	27552	2020SC	Invoice: 10/12/15-11/9/15	668.15	
		1020SC	PACIFIC GAS & ELECTRIC CO,		668.15
12/2/15	27552V	2020SC	Invoice: 10/12/15-11/9/15		668.15
		1020SC	PACIFIC GAS & ELECTRIC CO,	668.15	
12/2/15	27553	2020SC	Invoice: 1115	2,250.00	
		1020SC	ROCK STEADY JUGGLING		2,250.00
12/2/15	27554	2020SC	Invoice: 47954675	252.74	
		2020SC	Invoice: 48065203	980.93	
		2020SC	Invoice: 48065781	79.81	
		1020SC	SBS LEASING A PROGRAM DE LAGE		1,313.48
12/2/15	27555	2020U	Invoice: NOVEMBER 2015	232.60	
		1020SC	SOLANO COUNTY FLEET MANAGEMENT		232.60
12/2/15	27556	2020SC	Invoice: 006492990046DEC2015	1,254.99	
		1020SC	STANDARD INSURANCE COMPANY		1,254.99
12/2/15	27557	2020SC	Invoice: 16225	22,432.50	
		1020SC	SUMMERS ENGINEERING, INC.		22,432.50
12/2/15	27558	2020SC	Invoice: 3038872	277.67	
		1020SC	THE TREMONT GROUP, INC.		277.67
12/2/15	27559	2020SC	Invoice: JAN - DEC 2016	500.00	
		1020SC	WATER EDUCATION FOUNDATION		500.00
12/2/15	27560	2020SC	Invoice: 4420	3,498.00	
		1020SC	WESTERN HYDROLOGIC SYSTEMS		3,498.00
12/2/15	27561	2020N	Invoice: 59723	280.00	

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		1020SC	WIENHOFF DRUG TESTING		280.00
12/1/15	27562	2020SC 1020SC	Invoice: SAND HILL ADVISORS TURF REPLACEMENT REBATE	1,042.00	1,042.00
12/1/15	27563	2020SC 2020SC 1020SC	Invoice: IN-1151077881 Invoice: IN-1151178005 ALPHA MEDIA II LLC	2,145.00 2,335.00	4,480.00
12/1/15	27564	2020SC 2020SC 1020SC	Invoice: 681-101010-01 Invoice: 681-101011-01 RILEY - BATTERIES PLUS	440.56 440.56	881.12
12/3/15	27565	2020SC 1020SC	Invoice: CEQA NOE FEE 12.3.15 SOLANO COUNTY CLERK OF THE BOARD	50.00	50.00
12/1/15	27566	2020SC 1020SC	Invoice: ROUNTINE MAINT 2015 CALIFORNIA DEPT. OF FISH AND WILDLIFE	1,474.25	1,474.25
12/9/15	27567	2020SC 2020SC 1010WC	Invoice: 681-101013-01 Invoice: 681-101027-01 RILEY - BATTERIES PLUS	440.56 440.56	881.12
12/9/15	27568	2020SC 1010WC	Invoice: FCAC DEC 15 PER DIEM RONALD CAMPBELL	34.20	34.20
12/9/15	27569	2020SC 1010WC	Invoice: 11.23.15 - 12.22.15 AT&T MOBILITY	142.04	142.04
12/9/15	27570	2020SC 1010WC	Invoice: NOVEMBER 2015 CLEAN TECH ADVOCATES	5,500.00	5,500.00
12/9/15	27571	2020SC 1010WC	Invoice: 11-(15) DENNIS GRUNSTAD	880.00	880.00
12/9/15	27572	2020SC 2020SC 1010WC	Invoice: 72738 Invoice: 72737 INTEGRATED ENVIRONMENTAL RESTORATION	1,093.75 2,958.75	4,052.50
12/9/15	27573	2020N 1010WC	Invoice: 1215-1 JEFFREY JANIK, PH.D.	1,050.00	1,050.00
12/9/15	27574	2020SC 1010WC	Invoice: FCAC DEC 15 PER DIEM CHARLES KARNOPP	37.65	37.65
12/9/15	27575	2020SC 1010WC	Invoice: FCAC DEC 15 PER DIEM RONALD KOEHNE	25.00	25.00
12/9/15	27576	2020SC 1010WC	Invoice: 479958 M&M SANITARY LLC	80.00	80.00
12/9/15	27577	2020SC 2020SC 2020SC 2020SC 2020SC 1010WC	Invoice: 885808 Invoice: 194519 Invoice: 195115 Invoice: 888223 Invoice: 884950 PACIFIC ACE HARDWARE	87.28 17.08 39.54 55.01 263.85	462.76
12/9/15	27578	2020SC 1010WC	Invoice: 0166972 PETRILLO'S TIRE AND AUTO SERVICE	62.60	62.60
12/9/15	27579	2020SC 1010WC	Invoice: FCAC DEC 15 PER DIEM TERRY RIDDLE	40.76	40.76
12/9/15	27580	2020SC 1010WC	Invoice: NOV - DEC 2015 SNYDER, MARK	165.00	165.00
12/9/15	27581	2020SC 1010WC	Invoice: 42703 SUISUN VALLEY FRUIT GROWERS AS	282.86	282.86
12/9/15	27582	2020SC 1010WC	Invoice: 4228001897 GUCKENHEIMER SERVICES, LLC	1,526.18	1,526.18
12/9/15	27583	2020SC	Invoice: 29573	540.00	

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		1010WC	YOLO-SOLANO AQMD		540.00
12/14/15	27584	2020SC 1020SC	Invoice: 8467314 OVIVO USA, LLC.	708,842.50	708,842.50
12/14/15	27585	2020SC 1020SC	Invoice: WPCNP 1600 PERMIT CALIFORNIA DEPT. OF FISH AND WILDLIFE	245.50	245.50
12/16/15	27586	2020SC 1020SC	Invoice: PDO GENERATOR PERMIT YOLO-SOLANO AQMD	385.00	385.00
12/18/15	27587	2020SC 2020SC 1020SC	Invoice: 175320 Invoice: 175365 A & L WESTERN AGRICULTURAL LABS	192.00 187.00	379.00
12/18/15	27588	2020SC 1020SC	Invoice: 0384488 CB&T/ACWA-JPIA	1,507.11	1,507.11
12/18/15	27589	2020SC 1020SC	Invoice: 2059453 AMERICAN TOWER CORPORATION	534.63	534.63
12/18/15	27590	2020SC 2020SC 2020SC 1020SC	Invoice: BA4226 Invoice: BA4227 Invoice: BA4228 BLANKINSHIP & ASSOCIATES, INC.	2,550.00 1,216.67 1,833.33	5,600.00
12/18/15	27591	2020SC 1020SC	Invoice: 5004126555 CINTAS CORPORATION	178.65	178.65
12/18/15	27592	2020SC 1020SC	Invoice: DECEMBER 2015 CLEAN TECH ADVOCATES	5,500.00	5,500.00
12/18/15	27593	2020SC 1020SC	Invoice: SPRING 2016 CALIFORNIA STATE UNIVERSITY, SACRAMENTO	6,660.00	6,660.00
12/18/15	27594	2020SC 1020SC	Invoice: B50067.00-04 ERLER & KALINOWSKI	684.84	684.84
12/18/15	27595	2020SC 2020SC 1020SC	Invoice: 16629067-6 Invoice: 16659951-4 EXPRESS EMPLOYEMENT PROFESSIONALS	192.64 192.64	385.28
12/18/15	27596	2020SC 1020SC	Invoice: 3871 EYASCO, INC.	27,809.07	27,809.07
12/18/15	27597	2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 55064 Invoice: 55063 Invoice: 56242 Invoice: 56241 GHD, INC.	231.07 1,077.82 4,580.25 1,140.00	7,029.14
12/18/15	27598	2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 3014060 Invoice: 3014059 Invoice: 8172121 Invoice: 1015576 HOME DEPOT CREDIT SERVICE	185.44 53.54 110.55 35.56	385.09
12/18/15	27599	2020SC 1020SC	Invoice: CL05590 INTERSTATE OIL COMPANY	759.27	759.27
12/18/15	27600	2020SC 1020SC	Invoice: 115033 JB POWER EQUIPMENT	146.81	146.81
12/18/15	27601	2020SC 1020SC	Invoice: 31302 LUHDORFF & SCALMANINI	244.50	244.50
12/18/15	27602	2020SC 1020SC	Invoice: 60860 NORMANDEAU ASSOCIATES, INC.	409.12	409.12
12/18/15	27603	2020SC 1020SC	Invoice: 0007498264-6 PACIFIC GAS & ELECTRIC CO,	7,810.00	7,810.00
12/18/15	27604	2020SC	Invoice: 693407	20.92	

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		2020SC	Invoice: 694955	1.68	
		2020SC	Invoice: 694878	182.73	
		2020SC	Invoice: 695592	21.87	
		1020SC	PISANIS AUTO PARTS		227.20
12/18/15	27604V	2020SC	Invoice: 693407		20.92
		2020SC	Invoice: 694955		1.68
		2020SC	Invoice: 694878		182.73
		2020SC	Invoice: 695592		21.87
		1020SC	PISANIS AUTO PARTS	227.20	
12/18/15	27605	2020SC	Invoice: 2444786-DC15	436.90	
		1020SC	PITNEY BOWES		436.90
12/18/15	27606	2020SC	Invoice: 38678827	132.65	
		1020SC	RECOLOGY VACAVILLE SOLANO		132.65
12/18/15	27607	2020SC	Invoice: 1483838	63.86	
		1020SC	RECOLOGY HAY ROAD		63.86
12/18/15	27608	2020SC	Invoice: 007783	180.01	
		1020SC	SAM'S CLUB		180.01
12/18/15	27609	2020SC	Invoice: 1130150228	330.00	
		1020SC	SHANDAM CONSULTING		330.00
12/18/15	27610	2020SC	Invoice: NOVEMBER 2015	17,640.00	
		1020SC	ROBERT SMITH		17,640.00
12/18/15	27611	2020SC	Invoice: 0003959	156.94	
		1020SC	SOLANO IRRIGATION DISTRICT		156.94
12/18/15	27611V	2020SC	Invoice: 0003959		156.94
		1020SC	SOLANO IRRIGATION DISTRICT	156.94	
12/18/15	27612	2020SC	Invoice: GRANT 11/14 - 10/15	18,133.61	
		1020SC	SOLANO RESOURCE CONSERVATION DISTRICT		18,133.61
12/18/15	27613	2020U	Invoice: OCT - NOV 2015	1,885.50	
		1020SC	CRAIG D. THOMSEN		1,885.50
12/18/15	27614	2020SC	Invoice: 001434	167.37	
		1020SC	UNAVCO, INC.		167.37
12/18/15	27615	2020SC	Invoice: 12250	1,040.00	
		1020SC	WESTERN WEATHER GROUP		1,040.00
12/18/15	27616	2020N	Invoice: 16243	65.70	
		1020SC	YOLO-SOLANO AQMD		65.70
12/18/15	27616V	2020N	Invoice: 16243		65.70
		1020SC	YOLO-SOLANO AQMD	65.70	
12/18/15	27617	2020SC	Invoice: 693407	20.92	
		2020SC	Invoice: 694955	1.68	
		2020SC	Invoice: 694878	182.73	
		2020SC	Invoice: 695589	9.99	
		2020SC	Invoice: 695592	21.87	
		1020SC	PISANIS AUTO PARTS		237.19
12/18/15	27618	2020SC	Invoice: 0003959	156.94	
		2020SC	Invoice: 0003960	17,159.04	
		1020SC	SOLANO IRRIGATION DISTRICT		17,315.98
12/18/15	27619	2020N	Invoice: 16243	65.70	
		1020SC	YOLO-SOLANO AQMD		65.70
12/22/15	27620	2020SC	Invoice: EXEC MEET DEC 2015	100.00	
		2020SC	Invoice: DEC 2015 PER DIEM	113.80	
		2020SC	Invoice: STRATEGIC DEC 2015	27.60	
		1020SC	JACK BATCHELOR		241.40
12/22/15	27621	2020SC	Invoice: EXEC MEET DEC 2016	100.00	
		2020SC	Invoice: WATER POLICY DEC2015	134.50	
		2020SC	Invoice: DEC 2015 PER DIEM	34.50	

SOLANO COUNTY WATER AGENCY
Cash Disbursements Journal
For the Period From Dec 1, 2015 to Dec 31, 2015

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
		1020SC	DALE CROSSLEY		269.00
12/22/15	27622	2020SC 1020SC	Invoice: DEC 2015 PER DIEM OSBY DAVIS	131.63	131.63
12/22/15	27623	2020SC 1020SC	Invoice: STRATEGIC DEC 2015 MIKE HARDESTY	100.00	100.00
12/22/15	27624	2020SC 1020SC	Invoice: DEC 2015 PER DIEM DON HOLDENER	108.05	108.05
12/22/15	27625	2020SC 2020SC 1020SC	Invoice: DEC 2015 PER DIEM Invoice: STRATEGIC DEC 2015 JOHN D. KLUGE	100.00 117.25	217.25
12/22/15	27626	2020SC 2020SC 1020SC	Invoice: WATER POLICY DEC2015 Invoice: DEC 2015 PER DIEM ELIZABETH PATTERSON	135.08 100.00	235.08
12/22/15	27627	2020SC 2020SC 1020SC	Invoice: WATER POLICY DEC2015 Invoice: DEC 2015 PER DIEM LINDA SEIFERT	100.00 100.00	200.00
12/22/15	27628	2020SC 2020SC 1020SC	Invoice: EXEC MEET DEC 2015 Invoice: DEC 2015 PER DIEM JAMES SPERING	100.00 100.00	200.00
12/22/15	27629	2020SC 2020SC 1020SC	Invoice: DEC 2015 PER DIEM Invoice: STRATEGIC DEC 2015 JOHN VASQUEZ	100.00 100.00	200.00
12/28/15	27630	2020SC 1020SC	Invoice: SANFORD OCT-NOV 2015 BANK OF THE WEST	65.10	65.10
12/29/15	27631	2020SC 1020SC	Invoice: 101481 ANALYTICAL SCIENCES	1,627.50	1,627.50
12/29/15	27632	2020SC 1020SC	Invoice: 9196741 ARAMARK REFRESHMENT SERVICES	160.91	160.91
12/29/15	27633	2020SC 2020SC 1020SC	Invoice: 7431781 Invoice: 7431780 AT&T	242.35 188.00	430.35
12/29/15	27634	2020SC 1020SC	Invoice: INV-02742 AVISTA AUDIO VIDEO EQUIPMENT RENTALS	997.13	997.13
12/29/15	27635	2020SC 2020SC 1020SC	Invoice: 4946 Invoice: 4952 CLEAN LAKES, INC.	15,021.68 14,960.68	29,982.36
12/29/15	27636	2020N 1020SC	Invoice: US0131402150 ERNST & YOUNG LLP - 072	1,344.00	1,344.00
12/29/15	27637	2020SC 1020SC	Invoice: 10710510 EXPRESS EMPLOYEMENT PROFESSIONALS	192.64	192.64
12/29/15	27638	2020SC 1020SC	Invoice: 5-260-37031 FEDEX EXPRESS	524.33	524.33
12/29/15	27639	2020SC 1020SC	Invoice: 1093 FORTY-TWO PACIFIC, INC.	900.00	900.00
12/29/15	27640	2020SC 1020SC	Invoice: 56590 GHD, INC.	11,440.50	11,440.50
12/29/15	27641	2020N 2020SC 1020SC	Invoice: 79334 Invoice: 79335 HERUM \ CRABTREE \ SUNTAG	96.39 348.84	445.23
12/29/15	27642	2020SC 1020SC	Invoice: V3739801 HOLT OF CALIFORNIA	7,822.03	7,822.03
12/29/15	27643	2020SC	Invoice: CL06951	376.33	

SOLANO COUNTY WATER AGENCY
Cash Disbursements Journal
For the Period From Dec 1, 2015 to Dec 31, 2015

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		1020SC	INTERSTATE OIL COMPANY		376.33
12/29/15	27644	2020SC	Invoice: 13571	4,731.25	
		1020SC	KC ENGINEERING COMPANY		4,731.25
12/29/15	27645	2020SC	Invoice: 142248	7,591.25	
		1020SC	LSA ASSOCIATES, INC.		7,591.25
12/29/15	27646	2020WC	Invoice: 15-12-3868	2,303.75	
		1020SC	MBK ENGINEERS		2,303.75
12/29/15	27647	2020U	Invoice: 501353578	93.46	
		2020U	Invoice: 501399944	93.46	
		2020U	Invoice: 501302340	93.46	
		2020U	Invoice: 501262136	93.46	
		2020U	Invoice: 1601089323LATECHARGE	4.53	
		1020SC	MISSION LINEN SUPPLY		378.37
12/29/15	27648	2020SC	Invoice: 0003957	191,361.62	
		1020SC	SOLANO IRRIGATION DISTRICT		191,361.62
12/29/15	27649	2020U	Invoice: 05008	38,841.30	
		2020U	Invoice: 05009	3,256.96	
		2020U	Invoice: 05010	1,801.41	
		2020SC	Invoice: 05007	14,547.95	
		2020U	Invoice: 05002	51,267.87	
		2020U	Invoice: 05003	9,296.65	
		2020U	Invoice: 05004	4,438.97	
		2020SC	Invoice: 05011	5,151.63	
		2020U	Invoice: 05012	27,789.76	
		2020U	Invoice: 05013	12,087.46	
		2020U	Invoice: 05014	5,770.27	
		1020SC	SOLANO COUNTY PUBLIC WORKS DIVISION		174,250.23
12/29/15	27650	2020SC	Invoice: 006492990046JAN2016	1,254.99	
		1020SC	STANDARD INSURANCE COMPANY		1,254.99
12/29/15	27651	2020SC	Invoice: 16502	16,288.42	
		1020SC	SUMMERS ENGINEERING, INC.		16,288.42
12/29/15	27652	2020SC	Invoice: 31677	200.00	
		1020SC	VISION TECHNOLOGY SOLUTIONS, LLC DBC		200.00
12/29/15	27653	2020SC	Invoice: SCWA-FY2015-16_4	11,057.72	
		2020SC	Invoice: SCWA-FY2015-16_3	10,998.02	
		2020SC	Invoice: LPCCC-FY2015-16_2	3,128.52	
		2020SC	Invoice: LPCCC-FY2015-16_3	3,419.80	
		2020SC	Invoice: LPCCC_FY2015-16_4	2,178.32	
		1020SC	WILDLIFE SURVEY		30,782.38
12/29/15	27654	2020SC	Invoice: 3038990	3,332.07	
		1020SC	THE TREMONT GROUP, INC.		3,332.07
12/30/15	27655	2020U	Invoice: DEC 2015	3,911.95	
		1020SC	CRAIG D. THOMSEN		3,911.95
12/25/15	BARICH NOV 2015	6041AC	THEWIRELESSBOYSONLINE - OFFICE EQUIPMENT	21.36	
		6310AC	CHEVRON - FUEL	18.86	
		2025SC	SALES TAX-THEWIRELESSBOYSONLINE		1.56
		1020SC	BANK OF THE WEST		38.66
12/25/15	CUETARA NOV 2015	6144AC	THE HOME DEPOT - SUPPLIES	269.62	
		1020SC	BANK OF THE WEST		269.62
12/1/15	EFT	2020SC	Invoice: DEC HEALTH 2015	15,743.52	
		1020SC	CALPERS		15,743.52
12/2/15	EFT	2020SC	Invoice: 10/12/15-11/9/15	668.15	
		1020SC	PACIFIC GAS & ELECTRIC CO,		668.15
12/8/15	EFT	2020SC	Invoice: 46098211	121.86	
		1020SC	CHEVRON AND TEXACO		121.86

SOLANO COUNTY WATER AGENCY
Cash Disbursements Journal
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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
12/8/15	EFT	2020SC 1020SC	Invoice: 9756298509 VERIZON WIRELESS	2,184.31	2,184.31
12/5/15	EFT	2024AC 6012AC 1020SC	EMPLOYEE LIABILITIES - 12.5.15 EMPLOYER LIABILITIES - 12.5.15 PAYROLL TAXES	14,843.81 1,468.03	16,311.84
12/9/15	EFT	2020SC 1020SC	Invoice: PPE 12.5.15 CALPERS	7,767.39	7,767.39
12/9/15	EFT	2020SC 1020SC	Invoice: PEPPRA PPE 12.5.15 CALPERS	343.01	343.01
12/9/15	EFT	2020SC 1020SC	Invoice: SIP PPE 12.5.15 CALPERS	3,177.88	3,177.88
12/11/15	EFT	2020SC 1020SC	Invoice: 2015120901 PAYCHEX, INC.	158.75	158.75
12/11/15	EFT	6111AC 6040AC 1020SC	FSA ADMIN FEES - NOVEMBER 2015 EMPLOYEE HANDBOOK PAYCHEX, INC.	70.12 106.75	176.87
12/30/15	EFT	2020SC 1020SC	Invoice: 11/10/15-12/10/15 PACIFIC GAS & ELECTRIC CO,	655.85	655.85
12/23/15	EFT	2020SC 1020SC	Invoice: PPE 12.19.15 CALPERS	7,767.39	7,767.39
12/23/15	EFT	2020SC 1020SC	Invoice: PEPPRA PPE 12.19.15 CALPERS	343.01	343.01
12/23/15	EFT	2020SC 1020SC	Invoice: SIP PPE 12.19.15 CALPERS	3,177.88	3,177.88
12/19/15	EFT	2024AC 6012AC 1020SC	EMPLOYEE LIABILITIES - 12.19.15 EMPLOYER LIABILITIES - 12.19.15 PAYROLL TAXES	10,417.84 1,311.73	11,729.57
12/24/15	EFT	2020SC 1020SC	Invoice: 2015122201 PAYCHEX, INC.	171.00	171.00
12/31/15	EFT	6012AC 1020SC	BOD - PAYROLL PROCESSING TAXES ONLY PAYROLL TAXES	1,430.58	1,430.58
12/31/15	EFT	2020SC 1020SC	Invoice: 2015122401 PAYCHEX, INC.	129.35	129.35
12/25/15	FLORENDO NOV 2015	6551AC 6551AC 1020SC	UCD TAPS DAVIS - PARKING PLANETHOSTING.COM - SOLANOSAVESWATER.ORG BANK OF THE WEST	9.00 100.00	109.00
12/25/15	JONES NOV 2015	6310AC 6199SC 6199SC 6188SC 6199SC 6199SC 6199SC 6310AC 1020SC	BERRYESSA SPORTING GOODS - FUEL BEST BUY - SUPPLIES BEST BUY - SUPPLIES ZTERS INC HOUSTON - PORTABLE TOILET APPLE ITUNES - ICLOUD STORAGE VACAVILLE LOCK AND SEC - SERVICE BERRYESSA SPORTING GOODS - PROPANE BERRYESSA SPORTING GOODS - FUEL BANK OF THE WEST	51.70 32.34 216.97 0.99 27.99 59.70 73.66	31.80 431.55
12/25/15	LEE NOV 2015	6112AC 1020SC	DOMAIN NAME REGISTRATION BANK OF THE WEST	39.95	39.95
12/25/15	MAROVICH NOV 2015	6183SC 6183SC 6199SC 6181SC 6199SC 6199SC 6199SC 6199SC	LOWES - SUPPLIES LOWES - SUPPLIES BEST BUY - SUPPLIES BOYCE EQUIPMENT & PARTS - TIRES AMAZON MKTPLACE - SUPPLIES AMAZON MKTPLACE - SUPPLIES CHEVRON - FUEL WHITE PICKUP CHEVRON - FUEL WHITE PICKUP	70.55 70.06 500.00 12.12 378.80 39.58 29.48	7.06

SOLANO COUNTY WATER AGENCY
Cash Disbursements Journal
For the Period From Dec 1, 2015 to Dec 31, 2015

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		6199SC	CHEVRON - MISC FUEL	51.69	
		6181SC	PAYPAL ERIKSURPLUS - TRAILER WIRE ADAPTER	92.39	
		6040AC	PAYPAL ETTRAILERCOM - HOPKINS TRAILER CONNECTOR ADAPTER	26.67	
		2025SC	SALES TAX - AMAZON MKTPLACE		0.52
		2025SC	SALES TAX - PAYPAL ETTRAILERCOM		1.73
		1020SC	BANK OF THE WEST		1,262.03
12/25/15	MCLEAN NOV 2015	6040AC	NAPOLI PIZZERIA - ADVISORY COMM	86.57	
		6040AC	REMOTELINK - GROUNDWATER WORKING GROUP	18.36	
		6040AC	REMOTELINK - IRWM	18.94	
		6040AC	REMOTELINK - EXECUTIVE COMMITTEE	11.11	
		6040AC	REMOTELINK - SOLANO CMF	11.13	
		6040AC	TARGET - SODA	28.84	
		6040AC	TARGET - BATTERIES	23.98	
		6040AC	SAFEWAY - BOD COOKIES	11.98	
		6040AC	PURE GRAIN BAKERY - BOD SANDWICHES	47.96	
		6040AC	NAPOLI PIZZERIA - BOD PIZZA	35.51	
		6250SC	TARGET - HCP CONFERENCE SUPPLIES	5.08	
		6360AC	CHEGG, INC. - E-TEXTBOOK	97.50	
		6040AC	NOODLES & CO. - HCP LUNCH	10.99	
		6250SC	TARGET - HCP CONFERENCE SUPPLIES	11.64	
		6250SC	SAFEWAY - HCP CONFERENCE SUPPLIES	5.98	
		6040AC	REMOTELINK - NAPA MUSSEL ORDINANCE	47.74	
		6040AC	REMOTELINK - WESTSIDE IRWMP	8.83	
		6040AC	TARGET - FLASH DRIVES	47.43	
		1020SC	BANK OF THE WEST		529.57
12/25/15	PATE NOV 2015	6330AC	CITYOFSAC PARKING	5.00	
		6330AC	CITYOFSAC PARKING	6.00	
		6330AC	CITYOFSAC PARKING	13.50	
		6040AC	CHIPOTLE - LUNCH MEETING	7.24	
		6040AC	STARBUCKS - COFFEE TRAVELER FOR MEETING	29.90	
		6330AC	CITYOFSAC PARKING	10.50	
		6330AC	CITYOFSAC PARKING	20.00	
		6330AC	CITYOFSAC PARKING	7.50	
		6330AC	CITYOFSAC PARKING	13.50	
		1020SC	BANK OF THE WEST		113.14
12/25/15	RABIDOUX NOV 2015	6230SC	TARGET - SUPPLIES	56.42	
		6230SC	THE HOME DEPOT - SUPPLIES	57.98	
		6230SC	PACIFIC ACE HARDWARE - SUPPLIES	8.08	
		6310AC	CHEVRON - FUEL	35.18	
		1020SC	BANK OF THE WEST		157.66
12/25/15	SNYDER NOV 2015	6300AC	AGILIS LINXUP MOTOSFTY - VEHICLE TRACKING	91.96	
		6310AC	CHEVRON - FUEL	19.98	
		6300AC	VACAVILLE AUTO PARTS - SUPPLIES	79.20	
		6090AC	CA DEPT PEST REG PUBLIC - QAL RENEWAL	120.00	
		6300AC	VACAVILLE AUTO PARTS - SUPPLIES	45.42	
		6040AC	OFFICEMAX/OFFICEDEPOT - SUPPLIES	19.52	
		1020SC	BANK OF THE WEST		376.08
Total				2,003,875.17	2,003,875.17

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: January 14, 2016

SUBJECT: Request to Maintain Funding for the Cooperative Endangered Species Conservation Fund-
Fiscal 2017 Appropriations

RECOMMENDATION:

Authorize Chairperson to sign California Habitat Conservation Planning Coalition letters to Senators Feinstein and Boxer requesting continued funding of the Cooperative Endangered Species Conservation Fund in fiscal year 2017.

FINANCIAL IMPACT:

None at this time, however, the Solano Habitat Conservation Plan (HCP) may benefit from the Cooperative Endangered Species Conservation Fund in the future. The Water Agency received \$82,399 from the Cooperative Endangered Species Conservation Fund in 2003, and \$414,963 in 2005, for development of the HCP.

BACKGROUND:

The Cooperative Endangered Species Conservation Fund (CESCF) has been one of the U.S. Fish and Wildlife Service's most successful grant programs, in one way or another benefiting eighty percent of the habitat for federally-listed threatened and endangered species found on non-federal lands. The CESCF provides grants to cities and counties, conservation-organizations, and other non-federal partners for the conservation and protection of threatened and endangered species and has proven to be a vital tool for establishing and maintaining cooperative partnerships between the federal government, states, and non-federal partners for the protection and conservation of federally-listed threatened and endangered species.

Recommended: 
Roland Sanford, General Manager

☐

Approved as
recommended

☐

Other
(see below)

Modification to Recommendation and/or other actions:

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on January 14, 2016 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

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

SOLANO COUNTY WATER AGENCY



January 14, 2016

The Honorable Barbara Boxer
United States Senate
112 Hart Senate Office Building
Washington, DC 20510

RE: Endangered Species Act Section 6 – Cooperative Endangered Species
Conservation Fund, Fiscal 2017 Appropriations

Dear Senator Boxer

The undersigned local governments and organizations would like to state our strong support for the highest possible funding of the Cooperative Endangered Species Conservation Fund (CESCF) in the Fiscal Year 2017 Interior, Environment and Related Agencies Appropriations bill. We recommend a funding level of \$85 million, the same level as Fiscal Year 2010. CESCF funding is vital for the success of regional Habitat Conservation Plans (HCPs) in California and other states, for implementation of federal listed species Recovery Plans and for traditional state wildlife projects.

Our signature organizations prepare, implement and assist county-scale HCPs in many California counties, from San Diego to Butte. Many are also Natural Community Conservation Plans (NCCPs) under state law. These plans provide advance resolution of potential conflicts between the needs of listed and rare species and the needs of land development, infrastructure expansion and the related job creation plans being implemented or prepares in California to address these issues across 11.7 million acres. During the permit periods (incidental take permits under federal and state law) they will streamline development of vital public infrastructure with a total market value in excess of \$1.6 trillion dollars.

Regional HCPs provide strong links between endangered species conservation and local government land use plans, allowing local governments to maintain control of land use decision-making. The existence of multi-decade permits provides certainty and assurances that are vitally important to both local governments and the development community.

The total habitat conservation by these plans ill excess 3 million acres and provide for over 400 species of listed or otherwise imperiled species of plants and animals. Several of

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



our plans will coordinate with Section 404 Clean Water Act permitting, providing additional streamlining for economic activities and conservation of aquatic resources.

The need for the CESCOF in California and in other states remains strong and substantially unmet. Funding has been drastically reduced in the past couple of years, to a much greater extent than the average cuts to discretionary programs and far more than the overall US Fish and Wildlife Service budget. The HCP land acquisition grant total was reduced by 47% in the three years after Fiscal Year 2010. In addition, the U.S. Fish and Wildlife Service has reduced the maximum HCP land acquisition grant to \$2 million, a 66% reduction from the level in Fiscal Year 2012.

Because the Fund has been disproportionately cut in the past five years, it is vitally important to increase funding for Fiscal Year 2017 and come as close as possible to the Fiscal Year 2010 appropriations. Without the existence of competitive federal dollars, local governments will not embark on the process of preparing and implementing a regional HCP. The result will be an increase in the number of project-specific HCPs, leading to substantial burdens on the U.S. Fish and Wildlife Service staff and delays on the implementation of public and private sector projects.

In recognition of the tremendous need for a continued federal investment in cooperative partnerships that facilitate efforts by non-federal partners to conserve federally listed and other imperiled species, we encourage you to request a robust increase in funding of the CESCOF in the Fiscal Year 2017 Senate Interior, Environment and Related Agencies Appropriation Bill. With economic conditions improving, the housing industry starting to recover and a resurgence of infrastructure projects it is crucial for the CESCOF to grow again.

Finally, we would like to thank you for your many years of strong leadership and support for HCPs and CESCOF.

Thank you for your kind consideration of this request.

Sincerely,

Chair, Solano County Water Agency Board of Directors

SOLANO COUNTY WATER AGENCY



January 14, 2016

The Honorable Dianne Feinstein
United States Senate
331 Hart Senate Office Building
Washington, DC 20510

RE: Endangered Species Act Section 6 – Cooperative Endangered Species
Conservation Fund, Fiscal 2017 Appropriations

Dear Senator Feinstein

The undersigned local governments and organizations would like to state our strong support for the highest possible funding of the Cooperative Endangered Species Conservation Fund (CESCF) in the Fiscal Year 2017 Interior, Environment and Related Agencies Appropriations bill. We recommend a funding level of \$85 million, the same level as Fiscal Year 2010. CESCF funding is vital for the success of regional Habitat Conservation Plans (HCPs) in California and other states, for implementation of federal listed species Recovery Plans and for traditional state wildlife projects.

Our signature organizations prepare, implement and assist county-scale HCPs in many California counties, from San Diego to Butte. Many are also Natural Community Conservation Plans (NCCPs) under state law. These plans provide advance resolution of potential conflicts between the needs of listed and rare species and the needs of land development, infrastructure expansion and the related job creation plans being implemented or prepares in California to address these issues across 11.7 million acres. During the permit periods (incidental take permits under federal and state law) they will streamline development of vital public infrastructure with a total market value in excess of \$1.6 trillion dollars.

Regional HCPs provide strong links between endangered species conservation and local government land use plans, allowing local governments to maintain control of land use decision-making. The existence of multi-decade permits provides certainty and assurances that are vitally important to both local governments and the development community.

The total habitat conservation by these plans ill excess 3 million acres and provide for over 400 species of listed or otherwise imperiled species of plants and animals. Several of

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our plans will coordinate with Section 404 Clean Water Act permitting, providing additional streamlining for economic activities and conservation of aquatic resources.

The need for the CESCOF in California and in other states remains strong and substantially unmet. Funding has been drastically reduced in the past couple of years, to a much greater extent than the average cuts to discretionary programs and far more than the overall US Fish and Wildlife Service budget. The HCP land acquisition grant total was reduced by 47% in the three years after Fiscal Year 2010. In addition, the U.S. Fish and Wildlife Service has reduced the maximum HCP land acquisition grant to \$2 million, a 66% reduction from the level in Fiscal Year 2012.

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In recognition of the tremendous need for a continued federal investment in cooperative partnerships that facilitate efforts by non-federal partners to conserve federally listed and other imperiled species, we encourage you to request a robust increase in funding of the CESCOF in the Fiscal Year 2017 Senate Interior, Environment and Related Agencies Appropriation Bill. With economic conditions improving, the housing industry starting to recover and a resurgence of infrastructure projects it is crucial for the CESCOF to grow again.

Finally, we would like to thank you for your many years of strong leadership and support for HCPs and CESCOF.

Thank you for your kind consideration of this request.

Sincerely,

Chair, Solano County Water Agency Board of Directors

**ACTION OF
SOLANO COUNTY WATER AGENCY**

DATE: January 14, 2016

SUBJECT: Disbursement of Round 3 of the Bay Area Proposition 84 Integrated Regional Water Management Grant funds to Water Agency

RECOMMENDATION:

Authorize the General Manager to enter into Memorandum of Understanding with Alameda County Waste Management Authority ("StopWaste") and ten water utilities to receive Round 3 of the Bay Area Proposition 84 Integrated Regional Water Management Grant funds.


FINANCIAL IMPACT:

Water Agency to receive \$535,000 in Bay Area Proposition 84 Integrated Regional Water Management Grant funds, less approximately \$3,000 grant administration fee charged by StopWaste.

BACKGROUND:

The Water Agency has been awarded \$535,000 of Round 3 Bay Area Proposition 84 Integrated Regional Water Management grant funds to continue implementation of the Solano Water Efficient Landscape Rebate Program, the Water Agency's participation in the Regional High-Efficiency Washer Rebate Program, and the High-Efficiency Toilet Direct Install Program. These funds are part of a single grant award received by the Association of Bay Area Governments (ABAG) on behalf of the Water Agency and ten Bay Area water utilities.

Pursuant to existing agreements between the California Department of Water Resources (DWR) and ABAG, and between ABAG and StopWaste, grant funds are routed from DWR to ABAG, who has in turn delegated the distribution of grant funds to participating entities, one of which is the Water Agency, to StopWaste. Staff is requesting Board authorization to sign the Memorandum of Understanding with StopWaste in order to receive said grant funds from StopWaste.

Recommended: 
Roland Sanford, General Manager

☐

Approved as
recommended

☐

Other
(see below)

Modification to Recommendation and/or other actions:

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on January 14, 2016 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

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

Bay Area Proposition 84 Integrated Regional Water Management 2014 Drought Grant

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into on [Date] between Alameda County Waste Management Authority (“StopWaste”) and the following Participating Agencies (“PAs”) (together, “Parties” and each individually, “Party”): Alameda County Water District, Bay Area Water Supply and Conservation Agency, City of Napa, Contra Costa Water District, East Bay Municipal Utility District, Marin Municipal Water District, Sonoma County Water Agency, Santa Clara Valley Water District, San Francisco Public Utilities Commission, Solano County Water Agency (“SCWA”), and Zone 7 Water Agency.

WHEREAS, on behalf of numerous public agencies located in the San Francisco Bay Area, Association of Bay Area Governments ("ABAG") applied for and received a Proposition 84 Integrated Regional Water Management Grant (the "State Grant") from the State of California, Department of Water Resources (“DWR”) in the amount of \$32,178,423 to help fund the implementation and operation of various regional drought relief, water conservation, water recycling, ecosystem restoration, green infrastructure, and flood management-watershed projects ("Projects"). The grant agreement between DWR and ABAG titled “AGREEMENT NUMBER 460010883 PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) 2014 DROUGHT GRANT” (the “State Agreement”) is attached hereto and incorporated herein as Attachment A; and

WHEREAS, the State Grant includes \$5,993,971.00 to fund water conservation programs for StopWaste and the PAs; and

WHEREAS, StopWaste and ABAG have entered into an Implementation Agreement titled “LOCAL PROJECT SPONSOR AGREEMENT between ABAG/SFEP AND ALAMEDA COUNTY WASTE MANAGEMENT AUTHORITY PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT 2014 DROUGHT GRANT,” dated July 20, 2015 (“Implementation Agreement”), attached hereto and incorporated herein as Attachment B, by which ABAG agrees to disburse funding from the State Grant to StopWaste for StopWaste to use in administration and performance of eligible Projects under the State Grant; and

WHEREAS, the State Agreement and Implementation Agreement permit StopWaste to pass State Grant funds through to another agency to carry out the purposes of the State Grant; and

WHEREAS, StopWaste wishes to pass State Grant funds through to the PAs via this MOU to use in the performance of eligible Projects, and the PAs desire to receive State Grant funds, and

are willing to cooperate in fulfilling StopWaste's obligations under the Implementation Agreement, all in conformity with the State Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Term

This MOU will be in effect until the Implementation Agreement between ABAG and StopWaste terminates on May 1, 2019, or when all of the Parties' obligations under the State Agreement are fully satisfied, whichever occurs earlier. Notwithstanding the date on which this MOU is executed, Projects initiated on or after January 17, 2014, that meet State Grant program and State Agreement requirements and are not eligible for reimbursement under the grant agreement between DWR and ABAG titled "AGREEMENT NUMBER 46000010575 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANTS," are eligible for reimbursement under this MOU. Each PA must abide by the State Agreement and the guidelines located therein and the Implementation Agreement.

2. Grant Funding Allocation by Participating Agency

2.1 Pursuant to the Implementation Agreement, State Grant funds for eligible Projects are available to PAs in the amounts listed in Attachment C, Participating Agency State Grant Fund Allocations and Cost Share (attached hereto and incorporated herein), subject to reallocation in accordance with section 2.4 of this MOU. Attachment C also lists the cost share required under the State Grant.

2.2 Each PA will be entitled to receive its allocation of grant funds during the term of the State Agreement and agrees to fund the difference between its Total Project Cost and Grant Amount specified in Attachment C. Each PA's cost share consists of Funding Match and Additional Cost Share as defined in sections 5 and 6 of the State Agreement and documented in Attachment C. Each PA is required to maintain all financial records associated with the total project cost for inclusion in the final project report. If StopWaste is required to make grant funds available to ABAG for grant administration pursuant to section 4.5 of the Implementation Agreement then each PA will be obligated to pay its proportionate share of the amount required to be reallocated to ABAG based on the amounts listed below, which reflect each PA's allocation of grant funding as shown in Attachment C at the time of execution of this MOU. Pursuant to section 5.11 of the Implementation Agreement the total amount due under section 4.5 will not exceed \$30,735. StopWaste has requested authorization from DWR for PAs to apply State Grant funds for this purpose. The maximum additional cost per individual PA for ABAG administration will not exceed the amounts in Table 1.

Table 1: Maximum and Proportionate Additional Administrative Costs Per PA

PA	Maximum Additional Cost	Proportionate Share of Reallocation to ABAG
ACWD	\$2,743.29	8.9%
BAWSCA	\$2,743.29	8.9%
CCWD	\$2,563.83	8.3%
City of Napa	\$1,615.21	5.3%
EMBUD	\$2,743.29	8.9%
MMWD	\$1,733.15	5.6%
SCVWD	\$5,127.65	16.7%
SFPUC	\$2,743.29	8.9%
Solano	\$2,743.29	8.9%
Sonoma	\$2,743.29	8.9%
Zone 7	\$1,538.30	5.0%
StopWaste	\$1,697.10	5.5%

The obligations summarized in Table 1 shall survive termination of this MOU.

2.3 StopWaste will utilize the services of a consultant to aid in the administration of its responsibilities pursuant to this MOU. As the lead agency for the conservation portion of the State Grant, StopWaste is responsible for compliance with all reporting provisions of the State Agreement and shall also be responsible for all management, oversight, compliance, operation, and maintenance associated with the program. The allocation amount for Grant Administration is intended to reimburse StopWaste for any expenses related to management and administration of the conservation portion of the State Grant. Any grant funds remaining after StopWaste has been reimbursed may be allocated on a pro rata basis among the PAs participating in the MOU at that time for their respective grant administration costs.

2.4 Each PA's grant funding allocation was determined based on a specific number and type of rebate or conservation project activity. The Participating Agency State Grant Fund Allocations and Cost Share table in Attachment C are based on the number and type of each rebate or water conservation project and the water savings associated with each type of rebate or water conservation project. This information was used as the basis for the State Grant. Additional funding for program activities performed during the grant's reporting period may be awarded to participating agencies and administered by StopWaste pending a reallocation of funds. Pending

StopWaste approval, each PA may increase or decrease the number and type of rebates or project activities they provide, provided that (i) the resulting water savings per grant dollar spent must be equal to or greater than what is specified in Attachment C, (ii) the change does not require a reallocation of the total State Grant Fund Allocations between or among two or more PAs, and (iii) the reallocation does not reduce PA's Cost Share specified in Attachment C. Other changes to the total State Grant Fund Allocations may be initiated by providing StopWaste with a reallocation request signed on behalf of the PA requesting an increase in the allocated amount and the PA or PAs agreeing to a corresponding decrease in the allocated amount. StopWaste will seek approval from DWR and ABAG on behalf of the requesting PAs. If the reallocation is approved StopWaste will update Attachment C to reflect the reallocation and provide a copy of the updated attachment to all the PAs. The reallocation will become effective at the time the updated attachment is distributed by StopWaste. No amendment to this MOU shall be required for revisions to Attachment C in accordance with these procedures.

If necessary, at any time and prior to completion of the Final Quarterly Report and Invoice, the PAs shall convene to determine, consistent with the State Agreement and Implementation Agreement, how unspent, forfeited, or remaining State Grant funds will be redistributed. If the PAs are unable to reach agreement as to how unspent, forfeited, or remaining State Grant funds will be redistributed, the funds shall be redistributed equally among the PAs participating in this MOU at the time.

3. Work Plan

To be eligible for State Grant funds, the PAs shall implement the activities listed in Task 4 of the Work Plan, which is Exhibit A to the Implementation Agreement. These activities are also listed as that PA's responsibility in Attachment C to this MOU.

4. Reporting and Invoicing

4.1 The PAs have developed a Grant Reporting Template, attached hereto and incorporated herein as Attachment D, which specifies required quarterly reporting data. The Grant Reporting Template shall be used by all PAs when reporting the required data.

4.2 On a quarterly basis, StopWaste will prepare a Quarterly Progress Report and Invoice and submit it to ABAG according to the terms of the Implementation Agreement. The PAs will provide StopWaste with the required program data for their agency on a quarterly basis in electronic format using the Grant Reporting Template.

4.3 Quarterly Progress Reports and Invoices will be submitted by StopWaste to ABAG according to the schedule shown in Table 1, State Grant Quarterly Progress Report and Invoice Schedule, and the following process:

4.3.1 On not less than a quarterly basis, StopWaste will request Quarterly Progress Report data from the PAs. Using the Grant Reporting Template, the PAs will submit their data and individual invoices electronically to StopWaste within five (5) business days.

- 4.3.2 Within ten (10) business days after StopWaste's initial request for Quarterly Progress Report data, StopWaste will prepare and distribute a draft Quarterly Progress Report and Invoice to the PAs for review and approval.
- 4.3.3 The PAs will provide written corrections or approval to StopWaste within five (5) business days of its receipt of StopWaste's draft Quarterly Progress Report and Invoice.
- 4.3.4 Within five (5) business days of receipt of corrections or approval from the PAs, StopWaste will incorporate the corrections and submit a final draft of the Quarterly Progress Report and Invoice for approval by the PAs.
- 4.3.5 The PAs will provide written corrections or approval to StopWaste within two (2) business days of its receipt of StopWaste's final draft Quarterly Progress Report and Invoice.
- 4.3.6 Within three (3) business days of receipt of corrections or approval from the PAs, StopWaste will incorporate the corrections and submit the final approved Quarterly Progress Report and Invoice to ABAG pursuant to its obligations under the Implementation Agreement.
- 4.3.7 If a PA does not meet the above-stated reporting deadlines, that PA's data will not be included in the Quarterly Progress Report and Invoice. The PA will be required to wait until the following quarter to submit their data.
- 4.3.8 Pursuant to the Implementation Agreement with ABAG, StopWaste will submit Project Completion Reports and a Grant Completion Report Plan within the specified time period.
- 4.3.9 StopWaste is also required to submit Project Performance Reports directly to DWR each year for ten (10) years after the end of the grant period. The PAs will work with StopWaste to provide the necessary data for, and review of, these reports consistent with the schedule and process for the Quarterly Progress Reports.
- 4.3.10 After StopWaste has submitted the Quarterly Progress Report and Invoice to ABAG, PAs that have not already done so shall submit an invoice to StopWaste for reimbursement. The invoice shall reference the activity period and match the activities and costs submitted in that PA's Grant Reporting Template submittal.
- 4.3.11 StopWaste will not reimburse the PAs until it has received the State Grant funds from DWR through ABAG. In addition, pursuant to the terms of the State Agreement, DWR may withhold a percentage of payment on each quarterly invoice until the Project is complete and all reporting requirements are met. If this is the case, StopWaste may withhold the same percentage from payment on the individual PA invoices. StopWaste will process each PA invoice within thirty (30) business days of receipt of State Grant funds from ABAG.

Table 2. IRWMP Round 3 Conservation Grant Deadlines

Reporting Period	Date Reporting Numbers and Back-up Due to StopWaste/BKi	Date Draft Invoice Sent to PAs for Review	Date PAs Review Comments Due to Stopwaste/BKi	Date Progress Report/ Invoice Due to ABAG
January 2014 to December 31, 2015	1/25/2016	2/4/2016	2/9/2016	2/15/2016
January 1 to March 31, 2016	4/25/2016	5/4/2016	5/9/2016	5/15/2016
April 1 to June 30, 2016	7/25/2016	8/4/2016	8/9/2016	8/15/2016
July 1 to September 30, 2016	10/24/2016	11/4/2016	11/9/2016	11/15/2016
October 1 to December 31, 2016	1/25/2017	2/4/2017	2/9/2017	2/15/2017
January 1 to March 31, 2017	4/24/2017	5/4/2017	5/9/2017	5/15/2017
April 1 to June 30, 2017	7/24/2017	8/4/2017	8/9/2017	8/15/2017
July 1 to September 30, 2017	10/25/2017	11/4/2017	11/9/2017	11/15/2017
October 1 to December 31, 2017	1/25/2018	2/4/2018	2/9/2018	2/15/2018
January 1 to March 31, 2018	4/24/2018	5/4/2018	5/9/2018	5/15/2018
April 1 to June 30, 2018	7/25/2018	8/4/2018	8/9/2018	8/15/2018

5. Communication

All communications concerning this MOU shall be exchanged between the project managers or their alternates for the PA to which the communication is directed as shown on Attachment E, which is attached hereto and incorporated herein. The contact information for any Party on Attachment E may be updated by written notice from the Party making the change to all persons listed on Attachment E. StopWaste will circulate updated versions of Attachment E from time to time. No amendment to this MOU is required for such updates to Attachment E. StopWaste will provide additional existing information upon request from PAs as appropriate.

6. Inspection of Records

Pursuant to the State Agreement, DWR is entitled to inspect and make copies of any records pertaining to the program and the PAs are required to make available for such inspection accurate records of all costs, disbursements, and documentation as necessary to comply with the requirements of the State Agreement. The obligations of this section 6 shall survive termination or expiration of this MOU.

7. Indemnification

StopWastec agrees to defend, indemnify, hold harmless, and release each PA, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, arising out of the negligence or willful misconduct of StopWaste in connection with its performance under this MOU; provided, however, that no PA shall be entitled to indemnification under this section for any actions, claims, damages, liabilities,

or expenses to the extent that they arise out of the negligence or willful misconduct of the PA in connection with its performance under this MOU.

Each PA hereby agrees to defend, indemnify, hold harmless, and release StopWaste, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, arising out of the negligence or willful misconduct of the indemnifying PA in connection with its performance under this MOU; provided, however, that StopWaste shall not be entitled to indemnification under this section for any actions, claims, damages, liabilities, or expenses to the extent that they arise out of the negligence or willful misconduct of StopWaste in connection with its performance under this MOU.

The obligations of this section 7 shall survive termination of this MOU.

8. Dispute Resolution

The Parties to this MOU shall meet promptly to address any dispute that may arise and make a good faith effort to negotiate a resolution. The use by any Party of any remedy specified herein for the enforcement of this MOU is not exclusive and shall not deprive any Party of, or limit the application of, any other remedy provided by law.

9. Governing Law

This MOU, its construction, and all work performed under it shall be governed by the laws of the State of California.

10. Severability

If any provision of this MOU is held invalid or unenforceable by a court of final jurisdiction, all other provisions of this MOU shall be remain valid and in force and be construed in such a manner so as to affect the original intent of the Parties to the maximum extent possible.

11. Amendment

No amendment of this MOU shall be valid unless made in writing and signed by all PAs then party to the MOU.

12. Entire Agreement

This MOU, together with the attachments hereto, constitutes the complete agreement between the Parties and supersedes any prior written or oral communications between the Parties.

13. Termination

Any PA may, at any time and without cause, terminate its participation in this MOU by sending a letter to all other PAs notifying them of the same. Notwithstanding any other provision of this MOU, if a PA terminates its participation in this MOU, it shall not be responsible or liable for disrupting or discontinuing the disbursement of the State Grant funds simply by reason of exercising its right to terminate its participation in the MOU.

Upon the effectiveness of a PA's termination of its participation in this MOU, that PA's remaining allocation of the grant funds, if any, will be redistributed to the remaining PAs in accordance with Section 2 of this MOU and in conformance with the Implementation Agreement and State Agreement. Any PA terminating its participation in this MOU must continue to comply with the reporting obligations to StopWaste, as described in Section 4 of this MOU and the terms of Table 1 (concerning additional administrative costs), section 6 (concerning inspection of records), and section 7 (concerning indemnification), each of which shall survive such termination.

This MOU will remain in full force and effect as to the PAs that do not terminate their participation in the MOU.

14. Successors and Assigns

This MOU and all of its provisions shall apply to and bind the successors and assigns of each and every Party to this MOU.

15. Counterpart Signatures

This MOU may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

16. Non-Waiver

A Party's waiver of any term, condition, or covenant, or breach of any term, condition or covenant stated in this MOU will not be construed as a waiver of any other term, condition or covenant.

17. Attachments

The following Attachments are hereby incorporated herein by this reference and made a part hereof as though set forth in full:

Attachment A: State Agreement

Attachment B: Implementation Agreement (Local Project Sponsor Agreement)

Attachment C: Participating Agency State Grant Fund Allocations and Cost Share

Attachment D: Grant Reporting Template

Attachment E: 2014 Drought Grant - Bay Area Regional Conservation Program Participating Agencies/Contacts

(signatures follow on separate pages in counterparts)

IN WITNESS THEREOF, this MOU has been executed by the parties hereto:

_____ Date: _____

Wendy Sommer
Executive Director
StopWaste

_____ Date: _____

Roland Sanford
General Manager
Solano County Water Agency

_____ Date: _____
Robert Shaver
General Manager
Alameda County Water District

Date: _____
Jacques R. LaRochelle
Public Works Director
City of Napa

_____ Date: _____

Nicole Sandkulla
Chief Executive Officer/General Manager
Bay Area Water Supply and Conservation Agency

Date:

Alexander R. Coate
General Manager
East Bay Municipal Utility District

Date:

Krishna Kumar
General Manager
Marin Municipal Water District

Date:

Jerry Brown
General Manager
Contra Costa Water District

_____ Date: _____

Beau Goldie

CEO

Santa Clara Valley Water District

____ Date: _____
Grant Davis
General Manager
Sonoma County Water Agency

_____ Date: _____
Harlan L. Kelly, Jr.
General Manager
San Francisco Public Utilities Commission

_____ Date: _____
G.F. Duerig
General Manager
Zone 7 Water Agency

Attachment A: State Agreement

Attachment B: Implementation Agreement

Attachment C: Participating Agency State Grant Fund Allocations and Cost Share

Attachment D: Grant Reporting Template

Attachment E: Contact Information for BAIRWMP 2014 Drought Round Conservation Grant

733539.2

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: January 14, 2016

SUBJECT: Amendment No. 1 to Agreement with Clean Lakes, Inc. for Campbell Lake Algaecide Treatments

RECOMMENDATION:

Authorize General Manager to execute Amendment No. 1 to Agreement with Clean Lakes, Inc. for Campbell Lake Algaecide Treatments.

FINANCIAL IMPACT:

Cost is \$80,000. Amendment No.1 increases contract limit from \$86,040 to \$166,040. The project is cost-shared with Napa County.

BACKGROUND:

In February 2009, the North Bay Aqueduct (NBA) experienced a severe water quality event that shut down the NBA for six weeks, and caused over eight hundred customer complaints in Napa and Solano Counties. Water quality monitoring showed that the event was caused by Taste & Odor compounds produced by blue-green algae in Campbell Lake. Algaecides are now periodically used in Campbell Lake to reduce the amount of blue-green algae, and protect the water quality of the NBA.

A total of five algaecide treatments were included in the existing Clean Lakes, Inc. contract based upon prior years. To date, five algaecide treatments have been conducted due to elevated levels of blue-green algae throughout the summer and fall months. With the upcoming storm season, additional algaecide treatments are critical in protecting the NBA water quality, thus the need for the contract amendment.

Recommended: 
Roland Sanford, General Manager

☐ Approved as recommended ☐ Other (see below)

Modification to Recommendation and/or other actions:

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on January 14, 2016 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

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

SOLANO COUNTY WATER AGENCY

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NUMBER: 1

CONTRACTOR: Clean Lakes, Inc.

EFFECTIVE DATE: January 14, 2016

PROJECT: Campbell Lake Algaecide Treatments

DESCRIPTION OF AMENDMENT:

1. Increase contract amount by \$80,000 from \$86,040 to \$166,040.

SIGNATURES:

Solano County Water Agency,
a Public Agency

Clean Lakes, Inc.

By: _____
Roland Sanford,
General Manager

By: _____
Thomas J. McNabb,
President

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: January 14, 2016

SUBJECT: Lower Putah Creek Coordinating Committee Appointments

RECOMMENDATIONS:

1. Appoint the following as the Solano representatives on the Lower Putah Creek Coordinating Committee for calendar year 2016.

Roland Sanford* (SCWA); Supervisor John Vasquez and Thomas Pate (SCWA Alternates)
J.D. Kluge* (SID); Cary Keaton (SID Alternate)
Felix Riesenber* (Cities- Fairfield); Royce Cunningham (City Alternate - Vacaville); and Steve Sawyer (City Alternate –Vacaville)
Gene Robben (MPWD); Don Holdener (MPWD Alternate)
Dennis Kilkenny (landowner); Herb Wimmer, and Sean McNamara (landowner Alternates)
2. Appoint landowner representatives of the LPCCC as an agent of SCWA for coverage under SCWA’s liability insurance program.

*Core Group Members

FINANCIAL IMPACT:

None.

BACKGROUND:

The Water Agency and other Solano parties to the Putah Creek Settlement Agreement have developed a process to select and confirm members and alternates to the Lower Putah Creek Coordinating Committee. The process allows the Water Agency Advisory Commission to make a recommendation to the Water Agency Board of Directors on the membership of the LPCCC. Once approved by the Water Agency Board of Directors, the membership selection is deemed to be approved by the Solano parties to the Settlement Agreement. If any party to the Settlement Agreement objects to the recommended membership, then an alternative method (described in the process) will be used to select the members.

Recommended: 
Roland Sanford, General Manager

☐

Approved as
recommended

☐

Other
(see below)

Modification to Recommendation and/or other actions:

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on January 14, 2016 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

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

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: January 14, 2016

SUBJECT: Agreement with Kennedy/Jenks Consultants for preparation of SCWA Strategic Plan

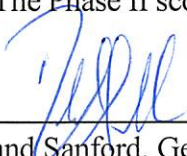
RECOMMENDATION: Authorize General Manager to execute \$227,220 agreement with Kennedy/Jenks Consultants for preparation of SCWA Strategic Plan (Phase II scope of work).

FINANCIAL IMPACT: \$227,220, sufficient funds are available within the Water Agency's FY 2015-2016 Administration budget.

BACKGROUND:

On March 12, 2015 the Board established a SCWA Strategic Planning Stakeholder Group and authorized staff to solicit consultant proposals for preparation of a strategic plan. Kennedy/Jenks Consultants was ultimately retained and in November 2015 completed an initial planning phase (one of two work phases) that included the organization and coordination of initial stakeholder group meetings; one-on-one Board member, staff and interested stakeholder interviews; and a presentation of interview results at the November 12, 2015 Board meeting. Kennedy/Jenks is now poised to begin the plan preparation work phase (Phase II).

The proposed Phase II scope of work (attached) incorporates Board member comments received at the November 12, 2015 and December 10, 2015 Board meetings and for budgeting purposes has been subdivided into three components; "Strategic Plan Activities" (\$157,242), "UWMP Support" (\$39,978) and "As Needed Services" (\$30,000). The Strategic Plan Activities work items constitute the core of the strategic planning effort, while the UWMP (Urban Water Management Plan) Support work items will provide technical data for inclusion in the strategic plan, as well as the state-mandated Urban Water Management Plan updates to be prepared by the Water Agency's municipal members. Because preparation of the strategic plan will rely heavily on information obtained through facilitated meetings and workshops, which are inherently difficult to cost-estimate, a \$30,000 contingency (As Needed Services) has been included in the overall Phase II scope of work and budget. The expenditure of these contingency funds would be subject to the General Manager's authorization, following preparation of a specific scope and budget. The Phase II scope of work, as proposed, would be completed in July, 2016.

Recommended: 
Roland Sanford, General Manager

☐ Approved as recommended ☐ Other (see below)

Modification to Recommendation and/or other actions:

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on January 14, 2016 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

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

Name of Project: **Strategic Planning Update- Phase 2**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective** _____, 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 Kennedy/Jenks Consultants Inc., California Corporation, hereinafter referred to as "Consultant."

The Agency requires services for a Strategic Planning Update; and the Consultant 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 Consultant, and the Consultant agrees to perform the professional services for Phase 1 of the Strategic Planning Update, as described in Exhibit A, in accordance with the terms of this Agreement and the Standard of Care for similar professionals in the application of any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$227,220** for all work contemplated by the Scope of Services in Exhibit A of this Agreement.

3. METHOD OF PAYMENT

Upon submission of an invoice by the Consultant, and upon approval of the Agency's representative, the Agency shall pay the Consultant 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 hours worked for each task identified in Exhibit A undertaken.

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

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

4. TIME OF PERFORMANCE

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **December 31, 2016** s 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 Consultant'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 Consultant. The Consultant may terminate this Agreement upon 30 days written notice to Agency.

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

6. (Deleted).

7. INDEMNIFY AND HOLD HARMLESS

When the law establishes a professional standard of care for the Consultant's services, Consultant 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 Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this Agreement. The Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant'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, Consultant 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 negligent performance of the work or furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except

for the negligence or willful misconduct or active negligence of the Agency, its directors, officers, employees, or authorized volunteers.

8. INSURANCE

By his/her signature hereunder, Consultant 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 Consultant will comply with such provisions before commencing the performance of the professional services under this Agreement. Consultant and sub-consultant will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement.

Consultant 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. 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 Consultant employs other consultants (sub-consultants) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to endeavor to require and confirm that each sub-consultant meets the minimum insurance requirements specified above, unless the Agency agrees to lesser coverage appropriate to the sub-consultant's role.

If any of the required coverages expire during the term of this agreement, the Consultant 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 Consultant 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.

10. RECORD RETENTION

Except for materials and records delivered to the Agency, the Consultant shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least three years after the Consultant's receipt of the final payment under this Agreement. Upon request by the Agency, the Consultant shall make such materials and records available to the Agency at no additional charge and without restriction or limitation to State and federal governments at no additional charge.

12. SUBCONTRACT AND ASSIGNMENT

Jodie Monaghan.

14. NOTICE

CONSULTANT

Douglas B. Henderson, V.P.
Kennedy/Jenks Consultants
2350 Mission College Blvd., Suite 525
Santa Clara, CA 95054

a California Corporation

By: _____
Douglas B. Henderson
Vice President

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

RATE OF COMPENSATION

20 December 2015

Thomas Pate
Principal Engineer
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

**Subject: Solano County Water Agency
Proposal for Phase 2 Scope of Work for Strategic Planning Services**

Dear Mr. Pate:

Thank you for the opportunity to submit this Phase 2 Scope of Work for the Solano County Water Agency (SCWA) Strategic Plan Update. We have enjoyed working with SCWA in the Phase 1 effort that gathered information from the stakeholders regarding goals and expectations for the Strategic Plan Update and kicked-off the Urban Water Management Plan analyses for the urban water suppliers.

Enclosed for your consideration are Exhibit A - Scope of Services for Phase 2, Exhibit B - Rate of Compensation and a summary and detailed fee estimate spreadsheet. We are assuming that the terms agreed to for Phase 1 will be retained for Phase 2 and a conformed word document is attached for your consideration.

If you have any questions, please do not hesitate to contact Sachi Itagaki at (650) 852-2817.

Very truly yours,

KENNEDY/JENKS CONSULTANTS



Sachiko Itagaki, PE
Project Manager



Douglas B. Henderson, PE
Vice President

Enclosures:

Exhibit A- Scope of Services for Phase 2
Exhibit B- Rate of Compensation
Fee estimate spreadsheet – summary and detail
Agreement with proposed edits

Name of Project: **SCWA 2015 Strategic Planning – Phase 2**

SOLANO COUNTY WATER AGENCY

EXHIBIT A SCOPE OF SERVICES

Period of Performance: October 1, 2015 – December 31, 2016

We propose the following tasks for Phase 2 of the SCWA Strategic Plan development:

Task 1: Stakeholder Meetings

Stakeholder meetings, small work group meetings and workshops are critical for input and interaction with the stakeholders, and to communicate the strategic planning choices available based on a variety of input. Stakeholder meetings are shorter interactions that allow for discussion of the strategic plan. Small work group meetings are working groups of stakeholders designed to develop specific components of the strategic plan. Workshops provide time for in-depth discussion of a broad range of topics. All Stakeholder meetings and workshops include agenda develop, preparation of meeting materials, stakeholder communication, meeting facilitation and post meeting activities including meeting summaries and other follow-up activities.

Task 1A – Strategic Plan Stakeholder Group Meetings

The following table provides an overview of the major topics anticipated to be discussed at each stakeholder group meeting:

Meeting	Month	Main Topics
1	Oct 2015	Organizational <ul style="list-style-type: none"> • Summary of Stakeholder Assessment findings • Review of proposed Strategic Plan Process Framework • Discussion of technical needs prior to the development of the Strategic Plan
2	Nov	Educational <ul style="list-style-type: none"> • Overview of SCWA history, responsibilities, organizational structure and funding sources Summary of Participating Agency Needs – Individual Participating Agency Report

3	Dec	Strategic Issues and Opportunities <ul style="list-style-type: none"> Using a Mindmap, identify/brainstorm topics and issues that should be addressed in the Plan. Consider all topics potentially affecting SWCA (current, future, local, regional, institutional, policy, regulatory). Identify preliminary priorities to be addressed by the Strategic Plan
4	Jan 2016	Goals, Objectives and Strategies Development <ul style="list-style-type: none"> Develop goals for the Strategic Plan – full group Develop measurable objectives for each goal – small groups by topic; full group review Brainstorm Strategies and Potential Actions –small groups by topic areas; full group review <ul style="list-style-type: none"> Develop strategies and or initiatives that would address the strategic issues Describe the intent of the action plan Identify/recommend operational, tactical and policy based actions that would achieve the strategies/initiatives.
5	Feb	Educational & Mission and Vision <ul style="list-style-type: none"> Summary of Participating Agency Needs – Individual Participating Agency Reports (cont.) Identify possible interrelationships between retail agencies and outside interests Draft Vision and Mission statements
6	Mar	Develop common understanding <ul style="list-style-type: none"> Supply and demand assumptions Overview of CA Water Planning Groundwater Sustainability Management status Stormwater – resource and management Sustainable water sources
7	Apr	Refinement of Potential Strategies <ul style="list-style-type: none"> Review Implementation Needs of Strategies/Potential Actions <ul style="list-style-type: none"> Review recommendations for future activities/investigations with stakeholders Evaluate feasibility of strategic and programmatic activities Technical Analysis - Identify actions that may require additional information before it is implemented – Examples Supply/Demand

		Analysis, Groundwater Sustainability. <ul style="list-style-type: none"> • Discuss Finance and Funding <ul style="list-style-type: none"> ○ Describe financing activities that may be required to implement Strategic Plan ○ Identify and summarize potential outside funding opportunities that may be compatible with specific actions
8	May	Finalize Strategic Plan Components <ul style="list-style-type: none"> • Refine Technical Analysis Needs • Refine Finance and Funding • Performance, Monitoring and Tracking • Determine performance monitoring metrics • Determine triggers for adaptive plan management • Identify Strategic Plan Implementation performance tracking tools • Define a strategy for periodic reporting on Strategic Plan implementation • Identify Adaptive Management strategies
9	June	Draft Strategic Plan Review <ul style="list-style-type: none"> • Complete iterative review of draft Strategic Plan with Group • Recommend adoption of Strategic Plan to SCWA Board of Directors
10	July	Strategic Plan Implementation Activities <ul style="list-style-type: none"> • Discuss and address SCWA reserve fund policy guidance • Other Technical topics

Assumptions:

- A total of 10 stakeholder meetings
- Each meeting scheduled for 4 hours except meeting number 5.
- Meeting number 5 scheduled for 8 hours
- Hours include:
 - Meeting prep (agenda development, draft meeting materials, etc.)
 - Meeting Facilitation
 - Meeting follow-up (meeting summaries, action items, stakeholder communications, etc.)

Task 1B – Educational Workshops

Three educational workshops are planned during the Strategic Planning process. Topics will be developed in response to stakeholder's requests. Budget for technical assistance for workshops is provided in Task 3.

Assumptions:

- A total of 3 workshops
- Each workshop scheduled for 4 hours
- Hours include:
 - Meeting prep (agenda development, draft meeting materials, etc.)
 - Meeting Facilitation
 - Meeting follow-up (meeting summaries, action items, stakeholder communications, etc.)

Task 1C – Small Work Group Meetings

In order to maximize stakeholder efficiency, three working groups will be established to refine the objectives and develop draft strategies. All work products will be reviewed by the larger stakeholder group.

Assumptions:

- A total of 3 work groups
- Each work group will meet twice for 2 hours each
- Hours include:
 - Meeting prep (agenda development, draft meeting materials, etc.)
 - Meeting Facilitation
 - Meeting follow-up (meeting summaries, action items, stakeholder communications, etc.)

Task 1D – Board Meetings

The consultant team will attend Board meetings and deliver progress reports at the request of the General Manager.

Assumptions:

- Attend a total of 4 Board Meetings
- Hours include:
 - Meeting prep (Board report)
 - Meeting attendance

Task 2: Strategic Plan

The Strategic Plan will be based on stakeholder input and the results of an organizational assessment which was started under Phase 1 and completed under Task 2a of Phase 2. Work under all previous tasks will be summarized in the Strategic Plan Document as well as inform other planning processes such as the groundwater sustainability agency formation discussion. The final document will include the following components:

- Executive Summary
- Action Plan
 - Describes recommended actions to implement the Strategic Plan

- Resource Allocation
 - Prepares labor hours and project costs for up to 10 actions/projects and describes the staff and capital resources necessary to implement the action/project
- Performance measures
 - Describes how implementation performance will be measured and evaluated
 - Monitoring and Tracking systems
- Adaptive management strategy
 - Describes how changing future conditions will be incorporated into the Strategic Plan
- Results of Technical Analyses

Task 2A – Stakeholder Assessment

The stakeholder assessment will be expanded to include 21 additional interviews in Phase 2. 11 interviews were conducted in Phase 1

Assumptions:

- Completion of the interviews
- Analysis of the data
- Summary of findings in electronic format for presentation at stakeholder and board meetings

Task 2B – Strategic Plan

This task includes admin draft, draft, draft final and final versions of the master Strategic Plan

Assumptions:

- Up to three draft documents will be produced for review by the SCWA and/or stakeholders
- One final approved document with up to 20 hard copies and a .pdf file.
- Hours include:
 - Creation of initial draft document
 - Up to three edits to the document
 - Finalize master Strategic Plan

Task 3: Technical Support

Task 3A- Urban Water Management Plan (UWMP) Support

Following the 25 August 2015 kick-off meeting with the urban water suppliers, it was agreed that the consultant team would provide technical support in the areas of regional population projections and reliability assumptions. The approach to completing this task includes

1. Preparation of a Geographic Information System (GIS)-based population comparison for the SCWA service area using 2010 census, Association of Bay Area Governments (ABAG), California Department of Finance (CDOF), and local planning projections (County General Plan and General Plans for Benicia, Dixon, Fairfield, and Vacaville) using water service area overlays provided by each agency. This task includes collection of the population data from up to 8 different sources (all of which are assumed to be in GIS format), manipulating GIS files to a common coordinate system, conducting the analysis and presenting the results in tabular, map, and graph form. The draft results will be presented to agencies in a technical memorandum (TM) for discussion at a meeting with urban water suppliers to agree on a common/high-level projection. Final results will be provided in a final TM for use in the UWMP plan updates. Data for Rio Vista, Suisun City and Vallejo can be added as an optional service.
2. Review of 2015 DWR State Water Project Capability Report for applicable delivery reliability assumptions, especially for North of Delta/SCWA Contractors. Review and summarize Solano Project Reliability documentation provided to Thomas Pate by agency representatives. Preparation of a draft and final TM for discussion at meeting of urban water suppliers (same meeting as item 1.)

Assumptions:

- Two draft TM will be produced in electronic form for review by the SCWA and/or urban water suppliers; a single set of comments on draft TM will be provided to consultant team
- Final TM to be in electronic form.
- Meeting hours include:
 - Preparation
 - Attendance and presentation
 - Follow-up summary and action items

Task 3B- Support for Educational Workshops

Up to 26 hours per workshop is budgeted to compile, analyze, and produce technical presentation materials for three workshops in Task 1B. Potential topics can include overview and summary of supply and demand projections from each agency's UWMP update, urban and agricultural water use efficiency effectiveness, groundwater overview in the context of Sustainable Groundwater Management Act (SGMA), statewide water planning impacts on SCWA, stormwater recharge and sustainable water.

Task 4: Project Management / Coordination

This task provides for project status reporting of the progress of each task, work planned for the coming month, data needs, key issues and important decision needs, project schedule and action items status. Conference calls with the client will be held twice a month via conference call (or in-person at the request of SCWA) to address status report questions or adjust work effort priorities. Decision logs will be developed to capture important decisions throughout the

progress of the project. Conference calls with the consultant team will also be held twice a month.

In addition, Kennedy/Jenks will provide quality assurance and quality control (QA/QC) reviews through the course of the project consistent with Kennedy/Jenks' policies as outlined in our Quality Management manual. Each of the project submittals will be reviewed for engineering and policy decisions, correctness of calculations, content clarity, and presentation.

Assumptions: This task includes:

- Bi-monthly Client conference calls – 24 total
- Bi-monthly Consultant Team calls – 24 total
- QA/QC
- Budget Management
- Project Invoicing

Task 5: As-Needed Services

During the course of a strategic plan there may be an opportunity to take off-ramps, or a need to further investigate a topic. This task is intended as a placeholder for potential assessments/analyses that may be identified during the course of the Strategic Plan preparation. Potential topics for this task may include but is not limited to:

1. Public Outreach Meetings and associated e-mails and media releases
2. Unit Cost/Conceptual feasibility screening of Integrated Water Management Actions such as wastewater reuse including indirect potable reuse (IPR) of groundwater or surface water augmentation or Direct Potable Reuse (DPR), stormwater capture and recharge, etc.
3. Water Conservation: Survey of water use efficiency programs
4. Groundwater – supplemental assistance related to Sustainable Groundwater Management Act (SGMA) legislation and timeline, potential Groundwater Sustainability Agency (GSA) issues and governance models.
5. Capital Reserve Planning/Financial Analysis including evaluation of:
 - a. Major infrastructure projects (Putah South Canal, North Bay Aqueduct (NBA), flood management, and others)
 - b. Strategic Plan implementation
 - c. Infrastructure Liabilities: Replacement and Rehabilitation
 - d. Potential Revenue Sources
 - i. Rates
 - ii. Grants
 - iii. Water Transfers/Exchanges
6. Climate Change Analysis including impacts of sea level rise and flooding; water supply/demands and associated portfolio reliability.

For budgetary purposes, \$30,000 is included that can be authorized by the SCWA General Manager following preparation of a specific scope and budget.

EXHIBIT B

RATE OF COMPENSATION

Schedule of Charges

Date: June 15, 2015

PERSONNEL COMPENSATION

Classification	Hourly Rate
CAD-Technician	\$120
Designer-Senior Technician	\$155
Engineer-Scientist-Specialist 1	\$110
Engineer-Scientist-Specialist 2	\$125
Engineer-Scientist-Specialist 3	\$140
Engineer-Scientist-Specialist 4	\$150
Engineer-Scientist-Specialist 5	\$190
Engineer-Scientist-Specialist 6	\$215
Engineer-Scientist-Specialist 7	\$230
Engineer-Scientist-Specialist 8	\$250
Engineer-Scientist-Specialist 9	\$270
Project Administrator	\$110
Administrative Assistant	\$90
Aide.....	\$70

Direct expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- Consultants, soils engineers, surveyors, contractors, and other outside services.
- Rented vehicles, local public transportation and taxis, travel and subsistence.
- Project specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

Reimbursement for use of computerized drafting systems (CAD), geographical information systems (GIS), and other specialized software and hardware will be at the rate of \$12 per hour.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective June 15, 2015 through December 31, 2015. After December 31, 2015, invoices will reflect the Schedule of Charges currently in effect.

Solano County Water Agency	
Phase 2 Strategic Plan Services Summary Fee Estimate	
12/20/2015	
Strategic Plan Activities	Estimated Fee
Task 1 Stakeholder Meetings	
1A - Strategic Plan Stateholder Group - 9-4 hr and 1- 8 hr meetings including prep, attendance and follow-up	\$56,477
1B- Educational Workshops 3 - 4 hr workshops	\$16,356
1C- Work Group Meetings 6-2 hr meetings	\$10,281
1D Board Meetings 4 - 2hr meetings	\$5,892
Task 2 - Strategic Plan Document	\$24,823
Task 3b - Support for 3 Education Workshops	\$13,577
Task 4 - Project Management	\$29,835
Sub-Total Strategic Plan Activities	\$ 157,242
Task 3a - UWMP Support - Population Projections and Reliability	\$39,979
Task 5 - As -needed Services	\$30,000
Total All Services	\$ 227,220

Proposal Fee Estimate

Kennedy/Jenks Consultants

CLIENT Name: Solano County Water Agency

PROJECT Description: Strategic Plan - Phase 2 Services

Proposal/Job Number: B10701084Date: 12/20/2015

June 15, 2015 Rates								KJ	Sub	KJ	KJ	KJ				
	Eng-Sci-8 Cotton	Eng-Sci-7 Itagaki	Eng-Sci-5 Osorio	Eng-Sci-4 Lau	Eng-Sci-3	Project Admin.		Labor	J Monaghan	Sub-Markup	ODCs	ODCs Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses
Classification:							Total									
Hourly Rate:	\$250	\$230	\$190	\$150	\$140	\$110	Hours	Fees	Fees	5%	Fees	10%				Fees
Task 1 Stakeholder Meetings																
1A - Strategic Plan Stateholder Group - 9-4 hr and 1- 8 hr meetings including prep, attendance and follow-up		84		24		10	118	\$24,020	\$30,325	\$1,516	\$560	\$56	\$24,020	\$31,841	\$616	\$56,477
1B- Educational Workshops 3 - 4 hr workshops	6	24		12		6	48	\$9,480	\$6,000	\$300	\$524	\$52	\$9,480	\$6,300	\$576	\$16,356
1C- Work Group Meetings 6-2 hr meetings		20				6	26	\$5,260	\$4,500	\$225	\$269	\$27	\$5,260	\$4,725	\$296	\$10,281
1D Board Meetings 4 - 2hr meetings		16				4	20	\$4,120	\$1,500	\$75	\$179	\$18	\$4,120	\$1,575	\$197	\$5,892
Task 1 - Subtotal	6	144	0	36	0	26	212	\$42,880	\$42,325	\$2,116	\$1,532	\$153	\$42,880	\$44,441	\$1,685	\$89,006
Task 2 - Strategic Plan Document																
2A Stakeholder Assessment - 2 meetings and presentation		6					6	\$1,380	\$3,000	\$150	\$18	\$2	\$1,380	\$3,150	\$20	\$4,550
2B Strategic Plan Document - 2 drafts and final		40		20			60	\$12,200	\$7,500	\$375	\$180	\$18	\$12,200	\$7,875	\$198	\$20,273
Task 2 - Subtotal	0	46	0	20	0	0	66	\$13,580	\$10,500	\$525	\$198	\$20	\$13,580	\$11,025	\$218	\$24,823
Task 3a - UWMP Support - Population Projections and Reliability																
Gather and Process GIS Data		4	16	12			32	\$5,760		\$0		\$0	\$5,760	\$0	\$0	\$5,760
Prepare 5 population projections		4	16	8			28	\$5,160		\$0		\$0	\$5,160	\$0	\$0	\$5,160
Prepare Draft and Final TM - Population		6	6	24	20	6	62	\$9,580		\$0		\$0	\$9,580	\$0	\$0	\$9,580
Review SWP Reliability report	6	8		10			24	\$4,840		\$0		\$0	\$4,840	\$0	\$0	\$4,840
Review Solano Project Reliability Info		6		12			18	\$3,180		\$0		\$0	\$3,180	\$0	\$0	\$3,180
Prepare Draft and Final TM - Reliability	6	12		18	5	6	47	\$8,320		\$0		\$0	\$8,320	\$0	\$0	\$8,320
Prepare for and Attend Urban Water Supplier Meeting		8		8			16	\$3,040		\$0	\$90	\$9	\$3,040	\$0	\$99	\$3,139
Task 3a - Subtotal	12	48	38	92	25	12	227	\$39,880	\$0	\$0	\$90	\$9	\$39,880	\$0	\$99	\$39,979
Task 3b - Support for 3 Education Workshops																
Support for 3 Workshops		24		24	30		78	\$13,320		\$0	\$234	\$23	\$13,320	\$0	\$257	\$13,577
Task 3b - Subtotal	0	24	0	24	30	0	78	\$13,320	\$0	\$0	\$234	\$23	\$13,320	\$0	\$257	\$13,577
Task 4 - Project Management																
Client conference calls		24		12			36	\$7,320	\$3,000	\$150		\$0	\$7,320	\$3,150	\$0	\$10,470
Consultant team conf calls		24		12			36	\$7,320	\$3,000	\$150		\$0	\$7,320	\$3,150	\$0	\$10,470
Project Management	12	12		6		6	36	\$7,320	\$1,500	\$75		\$0	\$7,320	\$1,575	\$0	\$8,895
Task 4 - Subtotal	12	60	0	30	0	6	108	\$21,960	\$7,500	\$375	\$0	\$0	\$21,960	\$7,875	\$0	\$29,835
Task 5 - As -needed Services																
	16	50		64	35		165	\$30,000		\$0		\$0	\$30,000	\$0	\$0	\$30,000
Task 5 - Subtotal	16	50	0	64	35	0	165	\$30,000	\$0	\$0	\$0	\$0	\$30,000	\$0	\$0	\$30,000
All Tasks Total	46	372	38	266	90	44	856	\$161,620	\$60,325	\$3,016	\$2,054	\$205	\$161,620	\$63,341	\$2,259	\$227,220

SOLANO COUNTY WATER AGENCY



MEMORANDUM

Agenda Item No. 8

TO: Board of Directors

FROM: Roland Sanford, General Manager *RS*

DATE: January 6, 2016

SUBJECT: January General Manager's Report

The much anticipated El Nino rains appear to have begun and initial results are promising. As of this writing the Sierra snowpack – the principal source of water for the State Water Project - is at or near long-term averages for this time of year. Similarly, rainfall totals and to a lesser degree runoff in the Lake Berryessa drainage, while still somewhat below long-term historic averages, have increased and are finally approaching “normal” for this time of year. Lake Berryessa is slightly over half full. All that said, it is still early in the game. As a general rule, the difference between a dry versus normal or wet year in California is determined by the weather in January and February.

2016 is shaping up to be an eventful year for the Water Agency – with or without continued drought. Although the County as a whole is in reasonably good shape vis-à-vis water supplies, continued drought will likely be reflected by the promulgation of additional statewide water conservation mandates by the State Water Resources Control Board. For Solano's municipal water purveyors this would only further exacerbate a revenue issue that appears to have fallen on deaf ears at the State Water Resources Control Board.

In 2016, draft environmental impact reports will be completed for the Water Agency's Habitat Conservation Plan, and the North Bay Aqueduct Alternate Intake project. Both are critical for the future security of the County's water supplies. Preparation of the Habitat Conservation Plan is required pursuant to the Water Agency's contract with the U.S. Bureau of Reclamation for the Solano Project water supply. Under existing conditions operation of the North Bay Aqueduct is at best challenging due in part to poor water quality conditions and the presence of endangered species. The long-term prognosis is not good, particularly in the face of climate change and rising sea levels. In my opinion, anything short of moving the North Bay Aqueduct intake is simply a temporary “bailing wire and duct tape fix” and not a long-term solution.

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



Solano County's water supply can be characterized as a three-legged stool consisting of a Solano Project leg, a North Bay Aqueduct leg, and a groundwater leg. Shortening or removing any one leg impacts the others and the stability of the stool. In 2016 it is imperative that significant progress be made toward the formation of a Groundwater Sustainability Agency for the Solano Sub-basin.

2016 is likely to be a critical decision year for the California WaterFix project. The project as presently conceived is extremely expensive and engulfed in uncertainties. There is a possibility that the project will die, not necessarily because of opposition, but because the project's cost to the potential beneficiaries is too great to swallow. The question at hand – should California WaterFix dissolve, what will follow, and more selfishly, what does it mean for Solano County?

In November of 2016 we are likely to see at least two significant water centric Propositions; yet another water bond measure, and most certainly a measure designed to facilitate price-based water conservation (tiered water pricing) and financing of urban storm water management projects. The latter will be particularly challenging given Proposition 218 and more specifically, what at least some may perceive as an attack on Proposition 218 itself.

Finally, in 2016 the Water Agency will complete the strategic plan update. I could spend pages on this topic, but some would argue to do so would be cruel, and so I won't, and will simply close with Happy New Year!

**ACTION OF
SOLANO COUNTY WATER AGENCY**

DATE: January 14, 2016

SUBJECT: Authorization to participate in the U.S. Army Corps of Engineers Sacramento River Flood Control Project General Reevaluation Report process

RECOMMENDATION:

Authorize Board Chairperson to sign Memorandum of Agreement (MOA) between County of Solano, Solano County Water Agency, Reclamation District 2068, County of Yolo, Sacramento Area Flood Control Agency, and West Sacramento Flood Control Agency (collectively identified as the "Parties") to participate in the Sacramento River Flood Control Project General Reevaluation Report process, following final review and approval as to form by Water Agency legal counsel.

FINANCIAL IMPACT:

Water Agency local cost share of up to \$125,000.

BACKGROUND:

Overview of the Sacramento River Flood Control Project (SRFCP)

The Sacramento River Flood Control Project (SRFCP) was constructed in the early 1900's and consists of a series of levees, overflow weirs and bypasses located along the Sacramento River and its tributaries, from Elder Creek near Tehama to its confluence with the San Joaquin River, near Collinsville (see attached map). At the time of construction, the project levees were purposely located near the active river channel to increase flood

☒ Continued on next page

Recommended: 
Roland Sanford, General Manager

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

Modification to Recommendation and/or other actions:

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on January 14, 2016 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

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

flow velocities with the intent of flushing out hydraulic mining debris that had accumulated as a result of past mining practices. Preservation of riparian habitat was generally not considered in the initial project design. Through the application of state of the art engineering analyses - and nearly 100 years of additional hydrologic data - it is now generally acknowledged that the SRFCP may not provide the level of flood protection initially envisioned.

What is the Sacramento River Flood Control Project Reevaluation Report process?

The Corps, in cooperation with the Central Valley Flood Protection Board (CVFPB) and the California Department of Water Resources (DWR) is reevaluating the design and operation of the SRFCP to identify opportunities to improve the function of the Sacramento River's aquatic ecosystem and increase the project's flood risk reduction performance. The process by which this reevaluation will occur is referred to, in Corps lexicon, as a "general reevaluation" (GRR) and is in essence a study to affirm, reformulate, or modify a flood control plan/project, or portions of a plan/project, under prevailing planning criteria. Implementation of a plan/project reformulation or modification typically requires congressional authorization and is subject to the National Environmental Policy Act (NEPA), and in this case, the California Environmental Quality Act (CEQA) as well.

The SRFCP GRR will assess a combination of one or more ecosystem restoration and flood risk management measures including widening existing bypasses, modifying existing weirs, optimizing weir operations, constructing setback levees, developing floodplain management plans, restoring riverine aquatic and riparian habitat, removing barriers to fish passage, and restoring natural geomorphic processes. The Corps anticipates that the SRFCP GRR and accompanying NEPA/CEQA document will take three years to complete. The GRR has begun and a NEPA/CEQA "Notice of Preparation" recently issued by the Corps and CVFPB.

What are the Water Agency's interests in the SRFCP GRR?

The Water Agency's primary interests in the SRFCP GRR are not only flood related, but also with respect to habitat mitigation and more specifically, mitigation vis-à-vis the North Bay Aqueduct. Two of the Water Agency's member units; Rio Vista and Reclamation District 2068 are located adjacent to or within the Yolo Bypass, and could be impacted by any change in the structure or operation of the SRFCP. Similarly, the Water Agency maintains the Mellin levee, which protects portions of Rio Vista from floodwaters directed through the Yolo Bypass.

The North Bay Aqueduct's intake is located in the Cache Slough Complex and is therefore vulnerable to impacts resulting from habitat projects located anywhere in the Yolo Bypass – Cache Slough Complex. Under existing conditions, the North Bay Aqueduct users are severely challenged by poor source water quality and water delivery constraints due to the presence of endangered species. Tidal wetland projects, such as those that may be proposed as a part of the SRFCP GRR, typically increase bromide and organic levels in source waters, leading to public health concerns and increased water treatment costs. Similarly, habitat projects that increase or expand the geographic distribution of endangered species populations could further narrow the "operational window" in which the North Bay Aqueduct is currently allowed to operate.

Given the potential flood and water supply impacts, staff believes Water Agency participation in the SRFCP GRR, to the maximum extent possible, is imperative.

Local Agency Participation in the SRFCP GRR process

The SRFCP GRR, as presently configured, will be conducted by the Corps in cooperation with two non-Federal sponsors; the CVFPB and DWR. A consortium of local entities consisting of the Solano County Water Agency, County of Solano, Reclamation District 2068, County of Yolo, Sacramento Area Flood Control Agency, and the West Sacramento Flood Control Agency; collectively referred to as the "Parties", is proposing they be included as partners in the SRFCP GRR process. Specifically, the Parties are advocating that the West Sacramento Flood Control Agency, on behalf of the Parties as whole, become an additional non-federal sponsor of the SRFCP GRR. The Corps has expressed a willingness to include the West Sacramento Flood Control Agency, on behalf of the Parties, as a non-federal sponsor. The attached Memorandum of Agreement establishes a process by which the Parties would participate in the Corp's SRFCP GRR and addresses certain financial matters related to cost sharing among the Parties.

Overview of MOA

Pursuant to the attached MOA, the West Sacramento Flood Control Agency, with the Parties support, would seek to officially participate as a non-federal study sponsor of the SRFCP GRR (see section III of the MOA). Coordination among the Parties would be achieved through the formation of three committees; the SRFCP GRR Report Executive Committee, Technical Advisory Committee, and Study Coordinators (see section IV of the MOA).

The Executive Committee would consist of one elected board member from each of the Parties and serve as a decision making body for the purposes of coordinating the Parties' participation in the SRFCP GRR. As a part of the coordinating function, the Executive Committee members would appoint and oversee a Technical Advisory Committee, who would in turn provide advice regarding the direction and coordination of GRR process activities, including planning, financing, environmental review, permitting and design of alternatives.

Pursuant to a separate agreement between the Corps and CVFPB, a Study Coordination Team has been established to generally oversee the GRR process. In accordance with the proposed MOA, three local representatives – Study Coordinators – would serve on the Study Coordination Team and work closely with Corps and CVFPB staff to prepare the SRFCP GRR. Solano County, the Water Agency and Reclamation District 2068 would appoint one representative to serve as a Study Coordinator; Yolo County and the West Sacramento Area Flood Control Agency would appoint one representative to serve as a Study Coordinator, and one Study Coordinator would be appointed by the Sacramento Area Flood Control Agency. The Study Coordinators would share all relevant information with the Technical Advisory Committee and work with the Technical Advisory Committee to develop a process to facilitate communication, schedule meetings, and distribute information.

SRFCP GRR cost and local cost share

The total cost of the SRFCP GRR is estimated to be \$3,000,000, half of which (\$1,500,000) would be provided by the non-federal sponsors. Pursuant to the MOA the Water Agency, Solano County and Reclamation District 2068 would collectively contribute up to \$125,000 in cash or in-kind services toward the non-federal sponsor share. The balance of the non-federal sponsor cost share would be provided by the County of Yolo, Sacramento Area Flood Control Agency, and the CVFPB.

MEMORANDUM OF AGREEMENT

BETWEEN

COUNTY OF SOLANO, SOLANO COUNTY WATER AGENCY, RECLAMATION DISTRICT 2068, COUNTY OF YOLO, SACRAMENTO AREA FLOOD CONTROL AGENCY, AND WEST SACRAMENTO FLOOD CONTROL AGENCY

TO

**PARTICIPATE IN THE SACRAMENTO RIVER FLOOD CONTROL PROJECT
GENERAL REEVALUATION REPORT PROCESS**

This Memorandum of Agreement (MOA) was made and entered into on the ____ day of _____, 2016, by and between the County of Solano, Solano County Water Agency (SCWA), Reclamation District 2068 (RD 2068), County of Yolo, Sacramento Area Flood Control Agency (SAFCA), and West Sacramento Flood Control Agency (WSAFCA) (collectively, Parties).

The purpose of this MOA is to establish a process by which the Parties will participate effectively in the U.S. Army Corps of Engineers' General Reevaluation of the Sacramento River Flood Control Project. This MOA also addresses certain financial matters related to cost sharing and funding sources to accomplish the purposes of this MOA.

RECITALS

The Parties enter into this MOA with regard to the following facts and circumstances, among others:

- I. The Solano County Water Agency is a governmental agency created and existing under chapter 573 of the 1989 Statutes of the State of California, as amended.
- II. RD 2068 is a reclamation district that operates under the authority of California Water Code Division 15, Section 50000.
- III. Solano County and Yolo County are political subdivisions of the State of California.
- IV. SAFCA is a joint powers agency created under the SAFCA Joint Exercise of Powers Agreement, dated January 17, 1991, and the Sacramento Area Flood Control Agency Act, California Water Code Appendix Sections 130 et seq.
- V. WSAFCA is also a joint exercise of powers authority formed under the Joint Powers Authority Act, California Government Code section 6500, *et seq.*
- VI. The Parties believe that the often competing single objectives of flood risk reduction, enhanced ecosystem function, agricultural sustainability, and access to reliable water supply and water quality can be integrated and achieved through a better aligned and implementation-focused partnership of federal, state, and local agencies.
- VII. The U.S. Army Corps of Engineers (Corps) is currently undertaking a General Reevaluation of the Sacramento River Flood Control Project (SRFCP) to identify opportunities to restore the function and processes of the Sacramento River's aquatic ecosystem and to improve the project's flood risk reduction performance. A General Reevaluation is a study to affirm, reformulate, or modify a plan, or portions of a plan, under current planning criteria.
- VIII. The SRFCP General Reevaluation is authorized under the Flood Control Act, Pub. L. 64-367, §2, 39 Stat. 948 (1917) as amended and modified by subsequent Acts of Congress and as modified by Flood Control Act, Pub. L. 86-654, § 203, 74 Stat. 498 (1960), as supplemented by the River Basin Monetary Authorization Act, Pub. L. 93-252, § 202, 88 Stat. 49 (1974), and the Continuing Appropriations Resolution, Pub. L. 97-377, § 140, 96 Stat. 1916 (1982) and the Water Resources Development Act, Pub. L. 110114, § 3031, 121 Stat. 1113 (2007).
- IX. The General Reevaluation will assess a combination of one or more ecosystem restoration and flood risk management measures. Changes or modifications to the SRFCP may include the addition of ecosystem restoration as a project purpose and updates or revisions to the operation and maintenance manuals in affected areas.

- X. As part of the General Reevaluation, the Corps will prepare a General Reevaluation Report for the Sacramento River Flood Control Project (GRR). The GRR will document the analyses undertaken in the General Reevaluation study.
- XI. The Corps is currently cooperating with the Central Valley Flood Protection Board (CVFPB) as a non-Federal sponsor of the GRR process. On _____, 2015, the Corps and the CVFPB executed a Feasibility Cost Sharing Agreement (FCSA) to memorialize their cooperation on the GRR. The FCSA is attached hereto as Exhibit A.
- XII. The FCSA estimates a total cost of \$3,000,000 for the GRR process and a non-federal study sponsor cost share of \$1,500,000. The FCSA also creates a Study Coordination Team that meets regularly and generally oversees the GRR process.
- XIII. The Corps, CVFPB, and the State of California Department of Water Resources (DWR) are preparing a joint draft environmental impact statement/environmental impact report (DEIS/EIR) for the general reevaluation of the SRFCP. The Corps will serve as the lead agency under the National Environmental Policy Act (NEPA), and the CVFPB will serve as the lead agency under the California Environmental Quality Act (CEQA).
- XIV. The Parties support a General Reevaluation of the SRFCP, and believe that their participation will ensure that the GRR process is a collaborative, constructive, and transparent partnership between federal, state, and local agencies.
- XV. In order to reduce organizational barriers, encourage progress, and move towards implementation, the Parties believe that the Corps should include one of the Parties as an additional non-federal sponsor of the GRR. In combination with the decision making structure established by this MOA, this will allow the Parties to participate effectively with the Corps and the CVFPB to develop a supportable and implementable plan.

AGREEMENT

Now therefore, the Parties mutually agree as follows:

I. Incorporation of Recitals

- A. The foregoing recitals are hereby incorporated by reference.

II. Purpose and Priorities

- A. The purpose of this MOA is to establish an agreed-upon cooperative process by which the Parties will participate effectively in the GRR process for the Sacramento River Flood Control Project.

- B. While the Corps and the State of California are critical to developing and selecting system-wide plans to increase flood conveyance capacity, neither the State nor the Corps is well positioned to understand the local political, economic, and land use issues that will need to be avoided or resolved for a recommended plan to be supportable and implementable.
- C. The GRR must be formulated in a manner that avoids or minimizes impacts to existing agriculture. If avoidance and minimization of impacts is not feasible, the GRR must include efforts to preserve, enhance, or replace farmland, improve rural levee systems, implement feasible rural floodplain management requirements, and establish dedicated funding for rural agricultural economic development and policies that support a stronger agricultural economy in a changing landscape.
- D. Intakes for numerous agricultural water supply diversions and the North Bay Aqueduct (NBA), are located in the Cache Slough Complex, making them vulnerable to impacts from habitat projects anywhere in the Yolo Bypass - Cache Slough Complex. Tidal wetland habitat projects increase bromide and organic carbon levels in municipal source water, creating additional problems for the drinking water treatment process and public health concerns. Additionally, habitat projects that increase the population of endangered species are expected to result in limitations in the operation of these intakes. Habitat projects must provide mitigation for any adverse water quality or water supply reliability, delivery, and operational impacts at these points of diversion.
- E. Alternatives analyzed in the GRR may impact land use in a significant portion of Yolo and Solano Counties, including areas within and adjacent to the Yolo Bypass, areas adjacent to Cache Slough, and its tributaries in the Cache Slough Complex, and flood water surface elevations in the Cache Slough Complex that are governed by backwater conditions from the lower Yolo Bypass. Any potential direct or indirect changes to these areas should be considered and addressed during the GRR process with input from affected local agencies.
- F. Flood system Operations & Maintenance (O&M) has become increasingly costly and burdensome. The General Reevaluation should include a long term plan for operating and maintaining flood control and related facilities associated with the bypasses, including coordination with local agencies. This plan will identify the necessary changes to governance, financing, and environmental compliance that would be required to ensure efficient and effective flood system O&M over the long term.
- G. Both Solano County and Yolo County will have permits to implement Habitat Conservation Plans (and in Yolo County's case, a Natural Community Conservation Plan) by 2017. The reevaluation should ensure consistency with

implementation of these permits and, where feasible, identify opportunities for collaboration on matters of mutual interest.

III. Preferred Approach to Local Agency Participation in GRR Process

- A. The Corps should include the Parties as partners in the GRR process in order to develop a supportable and implementable plan.
- B. The Parties prefer to participate in the GRR process by formally adding one of the Parties as an additional non-federal sponsor of the GRR. The Parties will pursue this approach as follows:
 - 1. WSAFCA will seek to officially participate as a non-federal study sponsor of the SRFCP GRR. The Parties will support and participate in any negotiations with the Corps, CVFPB, or other State agencies to achieve this goal.
 - 2. WSAFCA will seek to execute an amendment to the FCSA between the Corps and the CVFPB (FCSA Amendment) that adds WSAFCA as a non-federal study sponsor of the SRFCP GRR. A copy of the executed FCSA is attached hereto as Exhibit A and incorporated by this reference. A draft FCSA Amendment that adds WSAFCA as a non-federal study sponsor for the SRFCP GRR is attached hereto as Exhibit B and incorporated by this reference.
 - 3. WSAFCA will also seek to execute a Local Feasibility Cost-Sharing Agreement (Local FCSA) with the CVFPB to reflect each party's roles and responsibilities. A draft Local FCSA is attached hereto as Exhibit C and incorporated by this reference.
 - 4. WSAFCA will seek approval of the FCSA Amendment and Local FCSA from the Executive Committee described in Section III. of this MOA prior to executing these agreements. WSAFCA must receive approval to execute any FCSA Amendment or Local FCSA in order to be entitled to the funding contributions described in Section VI. of this MOA.
 - 5. Section VI. of this MOA will take effect upon execution of the FCSA Amendment or Local FCSA, whichever is later. Under Section VI. of this MOA, the Parties will then provide the contribution of funds required by the FCSA and FCSA Amendment to fulfill the appropriate non-federal study sponsor contribution.
 - 6. If the final FCSA Amendment executed between the Corps, CVFPB, and WSAFCA differs materially from the draft FCSA Amendment attached hereto, the Parties agree to renegotiate those provisions of this MOA that are affected by any changes in the final FCSA amendment.

7. If the final Local FCSA executed between WSAFCA and the CVFPB differs materially from the draft Local FCSA attached hereto, the Parties agree to renegotiate those provisions of this MOA that are affected by any changes in the final Local FCSA.
 8. WSAFCA and the Parties will use the decision making structure established by Section IV. of this MOA to participate in the GRR process.
- C. If the Parties are unable to secure agreement from the Corps to participate in the GRR process as described in Section III.B., the Parties will seek to enter into a subsidiary agreement with the CVFPB that allows the Parties to participate in the GRR process, and Section VI. of this MOA will not take effect.

IV. Establishment of Sacramento River Flood Control Project General Reevaluation Report Local Agency Executive Committee, Technical Advisory Committee, and Study Coordinators

A. Establishment of a Local Agency Executive Committee

1. The Parties hereby establish the Sacramento River Flood Control Project General Reevaluation Report Local Agency Executive Committee (Executive Committee) comprising one elected board member from each of the Parties.
2. The Executive Committee members will provide direction and oversight regarding activities undertaken by their representatives on the Technical Advisory Committee established below in Section IV.B. and the Study Coordinators described below in Section IV.C., including measures that may be implemented in the event insufficient progress is being made in completing the GRR.
3. Executive Committee Meetings
 - a. The Executive Committee will meet periodically as needed to carry out the activities described in this MOA, but at least quarterly. The Executive Committee will prepare and maintain minutes of its meetings.
 - b. At each meeting of the Executive Committee, the Technical Advisory Committee established below in Section IV.B. will provide the Executive Committee with detailed updates on the status of activities described in this MOA.
 - c. Advance notice of Executive Committee meetings and agendas will be provided by TAC members to the Executive Committee.

Notice will be by electronic mail unless notice by mail is requested.

- d. The TAC members will attempt to provide Executive Committee meeting materials in advance of the scheduled meetings to provide TAC members and the Executive Committee members with sufficient notice and information to facilitate meaningful participation.
 - e. Each member of the Executive Committee shall appoint one Alternate member of the Executive Committee. The Alternate must be an elected official or executive level staff member (for example, General Manager or Executive Director) of the appointing agency. Alternates shall not participate at Executive Committee meetings if the appointing agency member is present. If the appointing agency member is not present, the Alternate shall be entitled to participate in all respects as a regular member.
4. Each Party represented on the Executive Committee will act under its independent authority and any determinations or decisions made as a participant on the Executive Committee will be an independent determination or decision, including any determinations or decisions required by CEQA or NEPA.
 5. The Parties are not obligated to accept or bound by any actions, representation, determinations, or decisions made by the Executive Committee, its representative on the Executive Committee, or other Parties represented on the Executive Committee. The Executive Committee is solely a decision making body for purposes of coordinating participation in the GRR.
 6. The Executive Committee will act by consensus when the need for a decision arises.

B. Establishment of GRR Technical Advisory Committee

1. The Parties will establish a Sacramento River Flood Control Project General Reevaluation Report Technical Advisory Committee (TAC) that will provide individual advice regarding the direction and coordination of GRR process activities, including planning, financing, environmental review, permitting, and design of alternatives.
2. The TAC will provide technical assistance and expertise on specific issues related to implementation of this MOA. The TAC will work cooperatively and in an integrated manner with both the Executive Committee members and the Study Coordinators described in Section IV.C. of this MOA.

3. The TAC will also monitor WSAFCA's management of invoicing, payments, cash flow, and other financial matters related to the GRR process as directed by the Executive Committee.
4. The TAC will consist of representatives selected by each member of the Executive Committee. An Executive Committee member may change its designated representatives by notifying all other members.
5. TAC Meetings
 - a. The TAC will establish a monthly schedule for regular meetings to discuss development of activities, assignments, and ongoing work progress. Meetings may be scheduled more frequently at the discretion of the TAC. Attendance at all meetings may be augmented to include staff or consultants to ensure that the appropriate expertise is available to address pertinent issues.
 - b. The TAC may establish and schedule meetings of subcommittees or smaller groups to coordinate implementation of this MOA and to specifically address technical, legal, and other matters as needed.
 - c. The TAC will meet at least quarterly with the Executive Committee, and more frequently when needed, to provide status updates and discuss matters covered in this MOA.
 - d. Advance notice of TAC meetings and agendas will be provided to the TAC members. Notice will be by electronic mail unless notice by mail is requested.
 - e. The TAC will attempt to provide meeting materials in advance of the scheduled meetings to provide TAC members with sufficient notice and information to facilitate meaningful participation.
6. The TAC may meet with other interested stakeholders or groups to coordinate activities, facilitate efficient and effective use of resources and staff, and provide consistency with related efforts.
7. After execution of this MOA, the TAC shall create an Exhibit D to this MOA that describes the anticipated tasks to be performed hereunder and a schedule for performance of said tasks. The Parties recognize that refinement of the tasks and the schedule will be necessary to conform to developing information, permitting, and other requirements. Therefore, Exhibit D may be revised from time to time upon agreement of the Parties without constituting an amendment to this MOA.

C. Selection of GRR Study Coordinators

1. Under the FCSA, the Corps and CVFPB have appointed senior representatives to a Study Coordination Team that meets regularly and generally oversees the GRR process.
2. Three local representatives, known as Study Coordinators under this MOA, will serve as members of the Study Coordination Team and will otherwise work closely with Corps and CVFPB staff to prepare the GRR. One of the Study Coordinators will serve as a co-chair of the Study Coordination Team.
3. Solano County, SCWA, and RD 2068 will coordinate to appoint one representative to serve as one of the three local Study Coordinators.
4. Yolo County and WSAFCA will coordinate to appoint one representative to serve as one of the three local Study Coordinators.
5. SAFCA will appoint one representative to serve as one of the three local Study Coordinators.
6. The Study Coordinators will work with the TAC to develop a process to facilitate communication, schedule meetings, distribute information, and accomplish other tasks that will help to meet the objectives of this MOA.
7. The Study Coordinators will share all relevant information with the TAC in a timely manner.

V. Roles and Responsibilities of the Parties

- A. The Parties will work jointly and collaboratively to meet the objectives of this MOA. The Parties will coordinate all activities related to fulfillment of the objectives of this MOA. The Parties shall cooperate with one another and work as efficiently and effectively as possible in the pursuit of all activities and decisions described in this MOA and those that are not particularly described but which are related to or arise out of the activities that are described.
- B. As requested by the Executive Committee, TAC, and Study Coordinators, each of the Parties will provide expertise, guidance, and data on those matters for which it has specific expertise or authority, as needed to carry out the work of the Study Coordinators and the TAC and to meet the objectives of this MOA.
- C. The Parties will use their best efforts, subject to resource and fiscal constraints, to ensure that staffing is available to meet the objectives of this MOA and to assist

the TAC and Study Coordinators. The Parties will contribute staff time, information, and facilities within available resources.

- D. The Parties may retain consulting services as necessary to ensure the timely completion of the tasks necessary in these efforts.

VI. Local Funding Shares

- A. This Section will take effect upon WSAFCA's execution of the FCSA Amendment or Local FCSA, as approved by the Executive Committee, whichever is later. WSAFCA must receive approval to execute any FCSA Amendment or Local FCSA from the Executive Committee described in Section III. of this MOA prior to executing these agreements.
- B. The FCSA, FCSA Amendment, and Local FCSA will describe WSAFCA's required contributions, as a non-federal study sponsor, to the total GRR study costs.
- C. The Parties agree to reimburse WSAFCA's required contributions under the FCSA, FCSA Amendment, and Local FCSA as follows:
 - 1. Sacramento County will provide one half (1/2) of WSAFCA's required contributions.
 - 2. Yolo County will provide one third (1/3) of WSAFCA's required contributions.
 - 3. Solano County will provide one sixth (1/6) of WSAFCA's required contributions.
 - 4. Each County will coordinate with the local agencies in its jurisdiction to determine how these required contributions will be provided to WSAFCA. Each County is free to establish a unique cost-sharing arrangement with the local agencies in its jurisdiction.
- D. Upon execution of the FCSA, FCSA amendment, and Local FCSA, the Parties shall each contribute one half (1/2) of their total share of funding as described in Section VI.C based on the total estimated study cost as described in Section VI.F to WSAFCA. The remaining half shall be due immediately upon the receipt of a request for payment from the Corps or CVFPB that exhausts the first half.
- E. Each Party shall only be obligated for the proportion of funding described in Section VI.C. above, unless this MOA is amended in writing and signed by all parties.

- F. The Parties expect that their total cost share obligation will be approximately \$750,000, with the CVFPB contributing an additional \$750,000 to the total non-federal study sponsor share of \$1,500,000. These amounts may increase or decrease over the course of the GRR Process, but the participating agencies shall not be jointly or individually responsible for additional costs unless this MOA is amended by an agreement in writing.
- G. All or a portion of each of the Parties' contribution toward the Study costs may be either cash or in-kind services, as that term is defined in the FCSA. The Parties' in-kind services may be used as contributions only after approval has been obtained from the Corps.
- H. In the event that the Parties do not provide any or all of the Parties' required contributions during the term of this MOA, WSAFCA may cover the short fall, and the Parties shall diligently pursue providing their required contributions. The Parties will repay to WSAFCA any such short fall covered by WSAFCA, without interest thereon.

VII. Withdrawal

- A. Any Party, other than WSAFCA, may withdraw from this MOA 60 days after providing written notice to the other Parties. The written notice must include a detailed written explanation to the other Parties explaining why the Party intends to withdraw.
- B. The withdrawal of one or more Parties shall not impair the authority of the remaining Parties to continue with the implementation of this MOA.
- C. Withdrawn Parties shall not be entitled to recovery of any funding or other contributions previously provided under Section VI. of this MOA.
- D. If any of the Parties withdraws from the MOA, the remaining Parties shall notify each other Party within seven days of the effective date of the withdrawal as to whether they intend to continue operating under this MOA. Failure to provide such notice shall be deemed an agreement to continue as a Party to this MOA.
- E. WSAFCA may withdraw from this MOA 90 days after providing written notice to the other Parties. The written notice must include a detailed written explanation to the other Parties explaining why the Party intends to withdraw. Prior to the effective date of withdrawal, WSAFCA must also return all funds provided to it by the Parties under Section VI. of this MOA.

VIII. Future Joint Powers Authority

- A. If all Parties become members of a Joint Powers Authority (JPA) which includes among its purposes participation in the GRR, the Parties expect that the JPA shall execute this MOA and thereafter become a party to this MOA. The JPA will thereafter be responsible for selecting the Parties' representatives on the Executive Committee, the number of which shall remain unchanged.

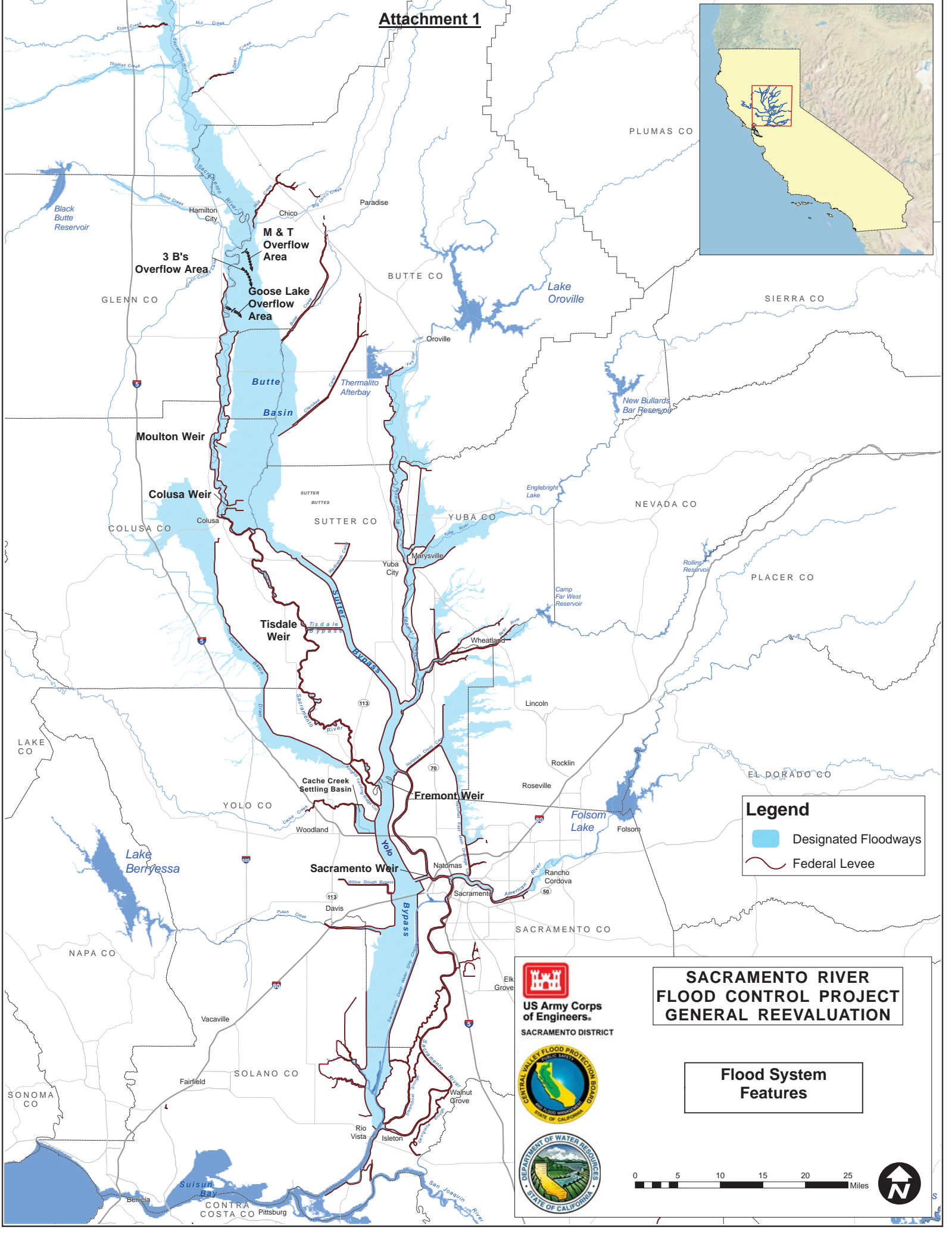
IX. Dispute Resolution

- A. The Parties shall continue with their responsibilities under this MOA during any dispute.
- B. The Parties, their representatives on the Executive Committee and the TAC, and the Study Coordinators will resolve any disputes as diligently as possible.
- C. The TAC shall be the first level of review for any disputes that cannot be resolved informally. If the TAC is unable to agree, the TAC will present the issue to the Executive Committee after a maximum of two meetings: an initial meeting to hear the issue, and, if necessary, a second meeting to hear any additional information requested during the first meeting.
- D. The Executive Committee will undertake final review and resolution of disputes. If the dispute cannot be fully resolved without approval from the board of one or more Parties to this MOA, the Executive Committee will request the preparation of agenda items for any required action needed to ratify the agreed upon resolution.

X. Miscellaneous Provisions

- A. This MOA shall remain in effect until the end of the GRR process "period of study," as that term is defined in the FCSA attached hereto as Exhibit A. The Parties may extend the term of this MOA by written agreement of all Parties.
- B. This MOA may be modified or terminated by written agreement of all Parties.
- C. Nothing in this MOU constitutes a delegation by any Party of its existing authority to make any decision it is mandated by law to make, including:
 - 1. Making a final determination or commitment that it is mandated to make independently under CEQA or NEPA;
 - 2. Making any other final decision on a project;
 - 3. Complying with a court order or regulatory order; or
 - 4. Pursuing a project according to individual legal authority.

- D. Nothing in this MOA shall amend, abridge, or in any way alter the legal responsibilities or authorities of the Parties.
- E. All provisions of this MOA are intended and will be interpreted to be consistent with all applicable provisions of State and federal law. The undersigned recognize that public agencies signatories to this MOA have specific statutory and regulatory authority and responsibilities, and that actions of these public agencies must be consistent with applicable procedural and substantive requirements of State and federal law. Nothing in this MOA is intended to, nor will have the effect of, constraining or limiting any public entity in carrying out its statutory responsibilities. Nothing in this MOA constitutes an admission by any party as to the proper interpretation of any provision of law, nor is anything in the MOA intended to, nor will it have the effect of, waiving or limiting any public entity's rights and remedies under any applicable law.
- F. Execution of this MOA does not constitute a waiver by any signatory of any right or remedy it may have, including the right to challenge any plan or outcome resulting from the GRR process, nor does execution constitute pre-approval of any project or preferred project alternative, or waive or otherwise abridge responsible trustee duties required, or discretion authorized, under State and federal law.
- G. If any provision of this MOA is deemed invalid or unenforceable, the balance of this MOA shall remain in full force and effect; provided that if any material obligation or benefit under this MOA is deemed invalid or unenforceable, the Parties shall negotiate in good faith to amend the MOA to ensure adequate consideration by all Parties.
- H. This MOA shall become effective upon signature and date of the Parties listed below.
- I. This Agreement is subject to appropriation of sufficient funds for the activities and obligations required of each agency participant by its governing board. If the adopted budget of any participating agency does not contain sufficient funds for its activities and other obligations under this MOA, the agency shall not be obligated for any additional costs provided it withdraws pursuant to Section VII, above. If such an agency withdraws as required pursuant to this Section, it will not be obligated for any costs that exceed its proportional share of the \$750,000 anticipated local funding share described in Section 6, above, and any additional sums agreed to in any signed amendments hereto.
- J. The Parties intend to execute this MOA in counterparts. It is the intent of the Parties to hold one (1) counterpart with single original signatures to evidence the MOA and to thereafter forward six (6) other original counterparts on a rotating basis for all signatures. Thereafter, each Party shall be delivered an originally executed counterpart with all Party signatures.



Legend

- Designated Floodways
- Federal Levee


US Army Corps of Engineers
SACRAMENTO DISTRICT


CENTRAL VALLEY FLOOD PROTECTION BOARD
SACRAMENTO DISTRICT


DEPARTMENT OF WATER RESOURCES
STATE OF CALIFORNIA

**SACRAMENTO RIVER
FLOOD CONTROL PROJECT
GENERAL REEVALUATION**

**Flood System
Features**

