Solano County Water Agenc

BOARD OF DIRECTORS MEETING

BOARD OF DIRECTORS:

Chair:

Supervisor Erin Hannigan Solano County District 1

Vice Chair:

Mayor Pete Sanchez City of Suisun City

Mayor Len Augustine City of Vacaville

Mayor Jack Batchelor City of Dixon

Director Dale Crossley
Reclamation District No. 2068

Mayor Osby Davis City of Vallejo

Director John D. Kluge Solano Irrigation District

Director Ryan Mahoney Maine Prairie Water District

Mayor Elizabeth Patterson City of Benicia

Mayor Harry Price City of Fairfield

Mayor Norm Richardson City of Rio Vista

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, March 10, 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. <u>CALL TO ORDER</u>
- 2. PLEDGE OF ALLEGIANCE
- 3. APPROVAL OF AGENDA
- 4. PUBLIC COMMENT

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

5. CONSENT ITEMS

- (A) <u>Minutes</u>: Approval of the Minutes of the Board of Directors meeting of February 11, 2016 is recommended.
- (B) <u>Expenditure Approvals</u>: Approval of the February checking account register is recommended.
- (C) <u>Ulatis Project Easement Quitclaim:</u> Authorize General Manager to execute quitclaim deed for two temporary easements on the Ulatis Flood Control Project, located at 5742 Vanden Road in Vacaville.
- (D) <u>Purchase Order for Solano Project Water Quality Equipment:</u> Authorize General Manager to approve \$14,500 Purchase Order for Solano Project water quality monitoring equipment.

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



- (E) <u>Lower Putah Creek Coordinating Committee Watershed Restoration Planning Grant:</u>
 Approve Resolution 2016-01 authorizing General Manager, on behalf of the Lower Putah Creek Coordinating Committee, to execute necessary grant documents and administer \$990,312 grant for the Lower Putah Creek Watershed Restoration Project.
- (F) <u>Agreement with Normandeau Associates, Inc. for Lower Putah Creek Juvenile Chinook</u>
 <u>Snorkel Surveys Phase II:</u> Authorize General Manager to execute \$30,710 contract with Normandeau Associates, Inc. for phase II Lower Putah Creek Juvenile Chinook Snorkel Surveys.

6. **BOARD MEMBER REPORTS**

RECOMMENDATION: For information only.

7. GENERAL MANAGER'S REPORT

RECOMMENDATION: For information only.

8. APPOINTMENT OF SCWA REPRESENTATIVE AND ALTERNATE TO SACRAMENTO RIVER FLOOD CONTROL PROJECT GENERAL REVALUATION REPORT LOCAL AGENCY EXECUTIVE COMMITTEE

RECOMMENDATION: Appoint two SCWA Board members, one to serve as the "SCWA Representative" and the other to serve as the "SCWA Alternate" to the Sacramento River Flood Control Project General Revaluation Report Local Agency Executive Committee.

9. SCWA FISCAL YEAR 2014-2015 AUDIT

RECOMMENDATION: Accept fiscal year 2014-2015 audit.

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, April 14, 2016 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.

Mar.2016.bod.agd

CONSENT ITEMS

SOLANO COUNTY WATER AGENCY

BOARD OF DIRECTORS MEETING MINUTES

MEETING DATE: February 11, 2016

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 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 Osby Davis, City of Vallejo

Mayor Harry Price, City of Fairfield

Mayor Elizabeth Patterson, City of Benicia

Mayor Norm Richardson, City of Rio Vista

Director J. D. Kluge, Solano Irrigation District

Director Dale Crossley, Reclamation District 2068

Director Ryan Mahoney, Maine Prairie Water District

CALL TO ORDER

The meeting was called to order at 6:30 P.M. by Vice Chair Sanchez.

APPROVAL OF AGENDA

On a motion by Director Kluge and a second by Mayor Patterson the Board unanimously approved the agenda.

PUBLIC COMMENT

There were no comments.

CONSENT ITEMS

On a motion by Supervisor Vasquez and a second by Supervisor Spering the Board unanimously approved the following Consent Items:

- (A) Minutes
- (B) <u>Expenditure Approvals</u>
- (C) <u>Amendment No. 2 to Agreement with KC Engineering for Material Testing and Geotechnical Services</u>
- (D) Amendment No. 3 to Agreement with Smith Inspection for Inspection Services
- (E) Amendment No. 1 to Agreement with Erler and Kalinowski, Inc. for Residential Baseline Water Use Assessment Study
- (F) Agreement with McCord Environmental, Inc., for Westside IRWMP Brownfield Coalition Assessment Project
- (G) Rio Vista Flood Protection Feasibility Study

BOARD MEMBER REPORTS

There were no Board Member reports.

GENERAL MANAGER'S REPORT

There were no additions to the General Managers written report. Manager Sanford introduced Jeanne Zolezzi, Water Agency Special Counsel.

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

Brooking Gatewood from Ag Innovations presented results on the Situation Assessment with GSA-eligible agencies.

The situation assessment was a first step in sensing what the ideas and concerns are from each of the GSA-eligible agencies in the Solano Subbasin, but it was not meant to be fully conclusive. Instead, the results from this assessment can help us design better conversations about the GSA formation process going forward. The interviews resulted in lots of data, but we are focusing on a few key themes during this meeting: What is an appropriate venue for the GSA formation conversations to occur, and who is at this table? We have received feedback on actual GSA governance concerns, and other issues and questions that are further down the line, but we are not at the point of having this conversation yet.

Brooking presented the key high-level findings by question from the assessment. There is a strong desire to collaborate and coordinate in the establishment of an acceptable GSA governance structure, and most respondents expressed a goal of ultimately forming a single GSA, though opinion varied on what exactly the right governance structure for that would be and how to best accomplish this to reflect the diverse needs of the region's groundwater users and interested stakeholders. There was a strong consensus that a key next step is for GSA-eligible agencies, with input from the ag community, landowners, and other interested stakeholders, to come together and explore their ideas and concerns, and identify potential configurations of governance to address SGMA requirements and the range of local needs. There was also a strong consensus that the SCWA Water Policy Committee venue is no longer the best format for focused discussions on this, and a separate GSA Committee is needed for these focused discussions.

WATER POLICY UPDATES

- 1. There was no report from staff on current and emerging Delta and Water Policy issues.
- 2. Staff gave an update on the February 8th Water Policy Committee meeting. Ag Innovations presented a summary of the Situation Assessment Report. After a lengthy discussion on the Sustainable Groundwater Management Act and GSA Formation, staff were directed to come back with recommendations to the WPC on potential scenarios for moving forward with a different venue than the WPC. Staff were also directed to revise the existing MOU to make it clear that the MOU is a working document to move forward with sustainably managing the Solano Subbasin and that GSA Formation will come later.

Mayor Batchelor added that he is concerned that a new group could get unwieldy, that stakeholders such as the Farm Bureau and the Ag Commissioner could be involved, but the group has to be small enough that you can actually move forward towards SGMA compliance. The governance of the subbasin should be with the parties in the subbasin. There are issues with the current draft MOU and it may be premature. We need to have stakeholder input, but that input should be to a legislative committee of those in the subbasin. That group would then in turn bring back recommendations to the Water Agency BOD.

Mayor Patterson stated that the Water Policy Committee should be able to make their decisions and come back to the BOD with recommendations. If they cannot make a decision, then it should be discussed at the BOD meeting.

Mayor Richardson stated that he also was concerned about outside interests coming into the process and having voting rights, it needs to be limited to the GSA eligible agencies within the Solano Subbasin.

Mayor Augustine stated that there is some concern on the part of the agricultural community on who will represent them, but I think we are close, staff have been given direction to come back with options moving forward and need to see the process through. I think most people feel, as the survey showed, that those GSA eligible agencies with the Solano Subbasin should be the ones deciding the governance structure.

- 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, March 10, 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 7:20 p.m.

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

Feb.2016.BOD.min A-16

ACTION OF SOLANO COUNTY WATER AGENCY

DATE:	March 10, 2016
SUBJECT:	Expenditures Approval
RECOMMEN	DATION:
Approve exper	nditures from the Water Agency checking accounts for the month of February, 2016.
FINANCIAL I	<u>IMPACT</u> :
All expenditur	res are within previously approved budget amounts.
BACKGROU	<u>ND</u> :
Attached is a s	ency auditor has recommended that the Board of Directors approve all expenditures (in arrears). Summary of expenditures from the Water Agency's checking accounts for the month of February, and backup information is available upon request. d: Roland Sanford, General Manager
	Approved as recommended Other (see below)
Modification t	o Recommendation and/or other actions:
foregoing action	Ford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the on was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting in March 10, 2016 by the following vote.
Ayes:	
Noes:	
Abstain:	
Absent:	
Roland Sanfor	d

Mar.2016.It6B.doc File: B-4

General Manager & Secretary to the

Solano County Water Agency

For the Period From Feb 1, 2016 to Feb 29, 2016

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
2/2/16	27751	2020SC 1020SC	Invoice: VEHICLE TRANSPORT WAAD GORGES	600.00	600.00
2/3/16	27752	2020SC 1020SC	Invoice: IRMP PROP 84 RD 2 ALAMEDA COUNTY WATER DISTRICT	49,730.13	49,730.13
2/3/16	27753	2020SC 1020SC	Invoice: FCAC JAN 16 PER DIEM RONALD CAMPBELL	31.48	31.48
2/3/16	27754	2020SC 1020SC	Invoice: IRMP PROP 84 RD 2 CONTRA COSTA WATER DISTRICT	146,662.29	146,662.29
2/3/16	27755	2020SC 2020U 1020SC	Invoice: 28615770 Invoice: 28621250 CROP PRODUCTION SERVICES, INC.	5,414.15 2,245.95	7,660.10
2/3/16	27756	2020SC 2020SC 2020SC 1020SC	Invoice: 16-154-V DEC 2015 Invoice: 16-026-T FEB 2016 Invoice: 16-024-O FEB 2016 DEPARTMENT OF WATER RESOURCES	551,160.00 2,693.00	79,589.00 474,264.00
2/3/16	27757	2020SC 1020SC	Invoice: B50067.00-05 ERLER & KALINOWSKI	14,137.44	14,137.44
2/3/16	27758	2020SC 1020SC	Invoice: 16832906-8 EXPRESS EMPLOYEMENT PROFESSIONALS	192.64	192.64
2/3/16	27759	2020SC 1020SC	Invoice: 5-288-86130 FEDEX EXPRESS	454.86	454.86
2/3/16	27760	2020SC 1020SC	Invoice: CL09584 INTERSTATE OIL COMPANY	423.92	423.92
2/3/16	27761	2020SC 1020SC	Invoice: 72721 INTEGRATED ENVIRONMENTAL RESTORATION	6,703.75	6,703.75
2/3/16	27762	2020N 1020SC	Invoice: 0116-4 JEFFREY J JANIK	1,200.00	1,200.00
2/3/16	27763	2020SC 1020SC	Invoice: FCAC JAN 16 PER DIEM CHARLES KARNOPP	36.88	36.88
2/3/16	27764	2020SC 1020SC	Invoice: 13659 KC ENGINEERING COMPANY	7,528.75	7,528.75
2/3/16	27765	2020SC 1020SC	Invoice: FCAC JAN 16 PER DIEM RONALD KOEHNE	25.00	25.00
2/3/16	27766	2020SC 1020SC	Invoice: 142787 LSA ASSOCIATES, INC.	21,915.00	21,915.00
2/3/16	27767	2020SC 1020SC	Invoice: 61109 NORMANDEAU ASSOCIATES, INC.	300.00	300.00
2/3/16	27768	2020SC 1020SC	Invoice: FCAC JAN 16 PER DIEM TERRY RIDDLE	39.80	39.80
2/3/16	27769	2020SC 1020SC	Invoice: C892173-541 SHARP ELECTRONICS CORPRATION	1,433.95	1,433.95
2/3/16	27770	2020SC 1020SC	Invoice: IRMP PROP 84 RD 2 SONOMA COUNTY WATER AGENCY	51,392.17	51,392.17
2/3/16	27771	2020SC 1020SC	Invoice: IWMP PROP 84 RD 2 SONOMA RESOURCE CONSERVATION DISTRICT	19,623.30	19,623.30
2/3/16	27772	2020SC 2020SC 2020SC 1020SC	Invoice: 1484319721 Invoice: 1477841881 Invoice: JAN 2016 LATE FEE STAPLES	64.15 52.98 47.74	164.87
2/3/16	27773	2020SC 1020SC	Invoice: IRMP PROP 84 RD2 ALAMEDA COUNTY WASTE MANAGEMENT AUTHORI	57,417.91	57,417.91
2/3/16	27774	2020SC	Invoice: 16705	21,476.91	

For the Period From Feb 1, 2016 to Feb 29, 2016

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		1020SC	SUMMERS ENGINEERING, INC.		21,476.91
2/3/16	27775	2020U 1020SC	Invoice: JANUARY 4-22 CRAIG D. THOMSEN	1,289.30	1,289.30
2/3/16	27776	2020SC 1020SC	Invoice: 20160129-00008 UC DAVIS - SOUTH HALL	375.00	375.00
2/3/16	27777	2020U 1020SC	Invoice: JANUARY 2016 SOLANO COUNTY FLEET MANAGEMENT	168.81	168.81
2/3/16	27778	2020SC 1020SC	Invoice: 1125 ROCK STEADY JUGGLING	2,250.00	2,250.00
2/10/16	27779	2020SC 1020SC	Invoice: 2015473 AMERICAN TOWER CORPORATION	534.63	534.63
2/10/16	27780	2020SC 1020SC	Invoice: 1153393 ARAMARK REFRESHMENT SERVICES	36.78	36.78
2/10/16	27781	2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: A602168 Invoice: A601292 Invoice: A602313 Invoice: A601420 BSK ASSOCIATES	810.00 1,775.00 1,300.00 650.00	4,535.00
2/10/16	27782	2020SC 1020SC	Invoice: 1.23.16 - 2.22.16 AT&T MOBILITY	146.18	146.18
2/10/16	27783	2020SC 1020SC	Invoice: FEBRUARY 2016 CLEAN TECH ADVOCATES	5,500.00	5,500.00
2/10/16	27784	2020SC 1020SC	Invoice: 16868662-4 EXPRESS EMPLOYEMENT PROFESSIONALS	192.64	192.64
2/10/16	27785	2020SC 1020SC	Invoice: 4748 GARDENSOFT	3,000.00	3,000.00
2/10/16	27786	2020SC 1020SC	Invoice: 56802 GHD, INC.	2,421.00	2,421.00
2/10/16	27787	2020SC 1020SC	Invoice: BVL 160191 INSTITUTE FOR ENVIRONMENTAL HEALTH, INC	760.00	760.00
2/10/16	27788	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 197810 Invoice: 197809 Invoice: 197808 Invoice: 893933 Invoice: 198656 Invoice: 198626 PACIFIC ACE HARDWARE	27.94 160.66 17.63 198.79 16.08 69.79	490.89
2/10/16	27789	2020SC 1020SC	Invoice: 0007507636-4 PACIFIC GAS & ELECTRIC CO,	167.51	167.51
2/10/16	27790	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 700833 Invoice: 700986 Invoice: 700202 Invoice: 700199 Invoice: 700208 Invoice: 700324 Invoice: 701560 PISANIS AUTO PARTS	8.58 63.15 21.59 97.38 14.72 8.58 3.75	217.75
2/10/16	27791	2020SC 2020SC 1020SC	Invoice: 266008 Invoice: 266415 RON DUPRATT FORD	219.30 312.03	531.33
2/10/16	27792	2020SC 2020SC 1020SC	Invoice: 48772039 Invoice: 48770903 SBS LEASING A PROGRAM DE LAGE	81.67 980.93	1,062.60
2/10/16	27793	2020SC 1020SC	Invoice: JANUARY 2016 ROBERT SMITH	10,560.00	10,560.00
2/10/16	27794	2020SC	Invoice: 3 - LBO	16,013.21	

For the Period From Feb 1, 2016 to Feb 29, 2016

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		1020SC	SOLANO RESOURCE CONSERVATION DISTRICT		16,013.21
2/10/16	27795	2020SC 2020SC 2020SC	Invoice: 34225 Invoice: 34226 Invoice: 34224	1,516.00 1,495.00 910.00	
		1020SC	SOUTHWEST ENVIRONMENTAL	710.00	3,921.00
2/10/16	27796	2020SC 1020SC	Invoice: 43069 SUISUN VALLEY FRUIT GROWERS AS	75.65	75.65
2/10/16	27797	2020SC 1020SC	Invoice: 32046 VISION TECHNOLOGY SOLUTIONS, LLC DBC	200.00	200.00
2/11/16	27798	2020SC 1020SC	Invoice: 5097 ELK GROVE AUTO/WINNER CHEVROLET, INC.	36,394.15	36,394.15
2/16/16	27799	2020SC 1020SC	Invoice: 0394962 CB&T/ACWA-JPIA	1,507.11	1,507.11
2/16/16	27800	2020SC	Invoice: 2167	4,537.18	
		2020SC 1020SC	Invoice: 2168 AG INNOVATIONS	13,556.21	18,093.39
2/16/16	27801	2020SC 1020SC	Invoice: 9047969138 AIRGAS USA, LLC	341.00	341.00
2/16/16	27802	2020SC 1020SC	Invoice: PROGRESS PAYMENT 7 ANDERSON PACIFIC ENGINEERING, CO.	79,492.00	79,492.00
2/16/16	27803	2020SC 1020SC	Invoice: 9122622 ARAMARK REFRESHMENT SERVICES	110.74	110.74
2/16/16	27804	2020SC 1020SC	Invoice: 0076030 BSK ASSOCIATES	1,085.00	1,085.00
2/16/16	27805	2020SC	Invoice: 922737	40.64	
		2020SC 1020SC	Invoice: 924471 CENTRAL AUTO PARTS	26.76	67.40
2/16/16	27806	2020SC 1020SC	Invoice: 2863789 DEPARTMENT OF GENERAL SERVICES	1,685.00	1,685.00
2/16/16	27807	2020SC 1020SC	Invoice: PERMIT FEE FEB 2016 DEPT OF FISH & WILDLIFE	921.00	921.00
2/16/16	27808	2020SC 1020SC	Invoice: 4481062A DLT SOLUTIONS, LLC	1,950.00	1,950.00
2/16/16	27809	2020SC 1020SC	Invoice: 16895616-7 EXPRESS EMPLOYEMENT PROFESSIONALS	192.64	192.64
2/16/16	27810	2020SC	Invoice: 3922	3,204.72	
		2020SC 1020SC	Invoice: 3928 EYASCO, INC.	20,424.62	23,629.34
2/16/16	27811	2020SC 1020SC	Invoice: 1-(16) DENNIS GRUNSTAD	880.00	880.00
2/16/16	27812	2020SC 2020SC	Invoice: 79853 Invoice: 79854	132.60 1,528.98	
		1020SC	HERUM \ CRABTREE \ SUNTAG		1,661.58
2/16/16	27813	2020SC 1020SC	Invoice: 5013066 HOME DEPOT CREDIT SERVICE	30.16	30.16
2/16/16	27813V	2020SC 1020SC	Invoice: 5013066 HOME DEPOT CREDIT SERVICE	30.16	30.16
2/16/16	27814	2020SC 1020SC	Invoice: CL10883 INTERSTATE OIL COMPANY	182.26	182.26
2/16/16	27815	2020SC 2020SC 1020SC	Invoice: 72750 Invoice: 72749 INTEGRATED ENVIRONMENTAL RESTORATION	8,900.00 2,275.00	11,175.00
2/16/16	27816	2020SC	Invoice: JANUARY 2016	253.80	

For the Period From Feb 1, 2016 to Feb 29, 2016

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		1020SC	J. RICHARD EICHMAN, CPA		253.80
2/16/16	27817	2020SC 1020SC	Invoice: 482269 M&M SANITARY LLC	96.00	96.00
2/16/16	27818	2020SC 1020SC	Invoice: 0007511361-3 PACIFIC GAS & ELECTRIC CO,	7,920.00	7,920.00
2/16/16	27819	2020SC 2020SC 1020SC	Invoice: 0168610 Invoice: 0168629 PETRILLO'S TIRE AND AUTO SERVICE	28.20 28.20	56.40
2/16/16	27820	2020SC 1020SC	Invoice: 39058854 RECOLOGY VACAVILLE SOLANO	136.63	136.63
2/16/16	27821	2020SC 1020SC	Invoice: 0131160228 SHANDAM CONSULTING	3,630.00	3,630.00
2/16/16	27822	2020SC 2020SC 2020SC 1020SC	Invoice: 13636 Invoice: 04140 Invoice: 163885 SHELDON	232.06 77.00 548.93	857.99
2/16/16	27823	2020SC 2020SC 1020SC	Invoice: 0004199 Invoice: 0004198 SOLANO IRRIGATION DISTRICT	150.31 7,805.03	7,955.34
2/16/16	27824	2020SC 1020SC	Invoice: 929 SOLANO RESOURCE CONSERVATION DISTRICT	3,264.18	3,264.18
2/16/16	27825	2020SC 1020SC	Invoice: CEQA NOE FEE 2.11.16 SOLANO COUNTY CLERK OF THE BOARD	50.00	50.00
2/16/16	27826	2020SC 1020SC	Invoice: LPC 401 CERT 2016 STATE WATER RESOURCES CONTROL BOARD	200.00	200.00
2/16/16	27827	2020SC 2020SC 2020SC 1020SC	Invoice: 199643 Invoice: 197726 Invoice: 201191 TRACTOR SUPPLY CREDIT PLAN	32.28 63.99 41.96	138.23
2/16/16	27828	2020SC 2020SC 1020SC	Invoice: 12866 Invoice: 12867 VACAVILLE TRAILER SALES	11.33 35.06	46.39
2/16/16	27829	2020SC 1020SC	Invoice: WATER POLICY FEB2016 JACK BATCHELOR	112.96	112.96
2/16/16	27829V	2020SC 1020SC	Invoice: WATER POLICY FEB2016 JACK BATCHELOR	112.96	112.96
2/16/16	27830	2020SC 1020SC	Invoice: EXEC MEET FEB 2016 JACK BATCHELOR	100.00	100.00
2/16/16	27830V	2020SC 1020SC	Invoice: EXEC MEET FEB 2016 JACK BATCHELOR	100.00	100.00
2/16/16	27831	2020SC 2020SC 2020SC 1020SC	Invoice: WATER POLICY FEB2016 Invoice: EXEC MEET FEB 2016 Invoice: FEB 2016 BOARD MEET JACK BATCHELOR	112.96 100.00 12.96	225.92
2/16/16	27832	2020SC 2020SC 1020SC	Invoice: EXEC MEET FEB 2016 Invoice: FEB 2016 BOARD MEET JOHN D. KLUGE	100.00 100.00	200.00
2/16/16	27833	2020SC 2020SC 1020SC	Invoice: EXEC MEET FEB 2016 Invoice: FEB 2016 BOARD MEET JAMES SPERING	100.00 100.00	200.00
2/16/16	27834	2020SC 1020SC	Invoice: WATER POLICY FEB2016 LINDA SEIFERT	100.00	100.00
2/16/16	27835	2020SC 1020SC	Invoice: FEB 2016 BOARD MEET RYAN MAHONEY	100.00	100.00
		102050			100.0

For the Period From Feb 1, 2016 to Feb 29, 2016

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
2/16/16	27836	2020SC 1020SC	Invoice: FEB 2016 BOARD MEET JOHN VASQUEZ	100.00	100.00
2/16/16	27837	2020SC 1020SC	Invoice: FEB 2016 BOARD MEET OSBY DAVIS	128.08	128.08
2/16/16	27838	2020SC 2020SC	Invoice: WATER POLICY FEB2016 Invoice: LEGISLATIVE FEB 2016	132.40 132.94	
		2020SC 1020SC	Invoice: FEB 2016 BAORD MEET ELIZABETH PATTERSON	32.94	298.28
2/16/16	27839	2020SC 2020SC	Invoice: WATER POLICY FEB2016 Invoice: LEGISLATIVE FEB 2016 DALE CROSSLEY	100.00 132.40	222.40
2/16/16	27840	1020SC	DALE CROSSLEY	128.52	232.40
2/16/16	27640	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC	Invoice: 3027159 Invoice: 5023056 Invoice: 5023054 Invoice: 4023154 Invoice: 5023055 Invoice: FCH-005888502	42.88 58.90 175.97 33.39 20.00	
		2020SC 1020SC	Invoice: 5013066 HOME DEPOT CREDIT SERVICE	30.16	489.82
2/17/16	27841	2020U 2020U 2020U 1020SC	Invoice: 501668246 Invoice: 501624547 Invoice: 501712633 MISSION LINEN SUPPLY	99.36 99.36 99.36	298.08
2/19/16	27842	2020SC 1020SC	Invoice: 14214 BIASI'S AUTO REPAIR	1,307.44	1,307.44
2/24/16	27843	2020SC 1020SC	Invoice: A601295 BSK ASSOCIATES	1,700.00	1,700.00
2/24/16	27844	2020SC 1020SC	Invoice: 5004340205 CINTAS CORPORATION	305.97	305.97
2/24/16	27845	2020SC 1020SC	Invoice: 45937 CITY TOWING & TRANSPORT	250.00	250.00
2/24/16	27846	2020SC 1020SC	Invoice: B50067.00-06 ERLER & KALINOWSKI	30,918.00	30,918.00
2/24/16	27847	2020SC 1020SC	Invoice: 16922934-1 EXPRESS EMPLOYEMENT PROFESSIONALS	192.64	192.64
2/24/16	27848	2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 56803 Invoice: 58350 Invoice: 58349 Invoice: 59253 Invoice: 59245 GHD, INC.	4,280.75 306.00 971.00 2,779.50 132.50	8,469.75
2/24/16	27849	2020SC 1020SC	Invoice: 1401 IRON SPRINGS CORPORATION	4,817.00	4,817.00
2/24/16	27850	2020SC 1020SC	Invoice: 13727 KC ENGINEERING COMPANY	1,370.00	1,370.00
2/24/16	27851	2020SC 1020SC	Invoice: 143371 LSA ASSOCIATES, INC.	26,228.75	26,228.75
2/24/16	27852	2020SC 1020SC	Invoice: 31504 LUHDORFF & SCALMANINI	5,051.50	5,051.50
2/24/16	27853	2020SC 1020SC	Invoice: 135478 MARTIN'S METAL FABRICATION &	1,477.88	1,477.88
2/24/16	27853V	2020SC 1020SC	Invoice: 135478 MARTIN'S METAL FABRICATION &	1,477.88	1,477.88
2/24/16	27854	2020SC 1020SC	Invoice: 61281 NORMANDEAU ASSOCIATES, INC.	1,860.00	1,860.00
2/24/16	27855	2020SC	Invoice: SEPT - DEC 2015	10,020.95	

For the Period From Feb 1, 2016 to Feb 29, 2016

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		1020SC	PUTAH CREEK COUNCIL		10,020.95
2/24/16	27856	2020SC	Invoice: 0004114	207,633.50	
2/24/10	27030	2020SC	Invoice: 0004114 Invoice: 0004191	107,192.77	
		1020SC	SOLANO IRRIGATION DISTRICT	107,172.77	314,826.27
/24/16	27857	2020SC	Invoice: 3A - LBO	7,317.67	
/24/10	21031	2020SC 2020SC	Invoice: 216	42,924.97	
		1020SC	SOLANO RESOURCE CONSERVATION DISTRICT	42,724.77	50,242.64
/24/16	27858	2020SC	Invoice: BAY VILLAGE APARTMEN	10,000.00	10,000,00
		1020SC	TURF REPLACEMENT REBATE		10,000.00
24/16	27859	2020SC	Invoice: 14578	1,289.25	
		1020SC	ULATIS COMMUNITY CENTER		1,289.25
24/16	27860	2020SC	Invoice: BRIEFING 3.17.16	275.00	
24/10	2/800	1020SC	WATER EDUCATION FOUNDATION	273.00	275.00
		102050			270.00
24/16	27861	2020SC	Invoice: 001710	1,385.00	
		1020SC	YOLO COUNTY RCD		1,385.00
24/16	27862	2020SC	Invoice: CRANMER ASSOCIATES	6,545.00	
21/10	27002	1020SC	TURF REPLACEMENT REBATE	0,5 15.00	6,545.00
	250.42				
24/16	27863	2020SC	Invoice: 540823	590.82	500.92
		1020SC	GFS CHEMICALS, INC.		590.82
24/16	27864	2020SC	Invoice: 13687	705.35	
		1020SC	SHELDON		705.35
24/16	27975	20205.0	I 125 470	1 477 90	
24/16	27865	2020SC 1020SC	Invoice: 135478 MARTIN'S METAL FABRICATION &	1,477.89	1,477.89
		10203C	MARTING METAL PADRICATION &		1,477.09
24/16	27866	2020SC	Invoice: 16627	14.38	
		1020SC	DIXON HARDWARE & LUMBER		14.38
24/16	27867	2020SC	Invoice: 132682	2,284.80	
24/10	27007	1020SC	DEPT OF FORESTRY & FIRE PROTECTION	2,204.00	2,284.80
24/16	27868	2020SC	Invoice: 16951424-7	192.64	102.64
		1020SC	EXPRESS EMPLOYEMENT PROFESSIONALS		192.64
24/16	27869	2020SC	Invoice: 1491127551	118.73	
		2020SC	Invoice: 1491259631	32.89	
		2020SC	Invoice: 47815	43.14	42.14
		2020SC 2020SC	Invoice: 26641 Invoice: 12577	134.30	43.14
		2020SC 2020SC	Invoice: FEB 2016 LATE FEE	44.82	
		1020SC	STAPLES		330.74
	GT.TT.T T T T	** * * * * * * * * * * * * * * * * * * *		* 0.00	
25/16	CUETARA JAN 2016	6144SC 1020SC	LOWES - SUPPLIES BANK OF THE WEST	59.88	59.88
		1020SC	BANK OF THE WEST		39.00
3/16	EFT	2020SC	Invoice: SIP PPE 1.30.16	3,077.88	
		1020SC	CALPERS		3,077.88
1/16	EFT	2020SC	Invoice: FEB HEALTH 2016	14 207 15	
1/16	EFI	2020SC 1020SC	CALPERS	14,297.15	14,297.15
					,
9/16	EFT	2020SC	Invoice: 46624692	117.60	
		1020SC	CHEVRON AND TEXACO		117.60
10/16	EFT	2020SC	Invoice: 2/1/16 REFILL	1,005.00	
10		1020SC	PITNEY BOWES	1,005.00	1,005.00
5/16	EFT	2020SC	Invoice: 2016020301	323.45	222.45
		1020SC	PAYCHEX, INC.		323.45
/12/16	EFT	6111AC	FSA ADMIN FEES - FEBRUARY	106.75	
		6040AC	EMPLOYEE HANDBOOK	70.12	
		1020SC	PAYCHEX, INC.		176.87
11/16	EFT	2020SC	Invoice: 9759571670	2,240.48	
. 1/ 10	LI I	1020SC	VERIZON WIRELESS	2,240.40	2,240.48
					_,

For the Period From Feb 1, 2016 to Feb 29, 2016 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	
2/13/16	EFT	2024AC 6012AC 1020SC	EMPLOYEE LIABILITIES - 2.13.16 EMPLOYER LIABILITIES - 2.13.16 PAYROLL TAXES	9,359.30 1,586.62	10,945.92	
			TATROLL TAXES		10,743.72	
/3/16	EFT	2020SC 1020SC	Invoice: PEPRA PPE 1.30.16 CALPERS	343.01	343.01	
		102050	CALLERO		343.01	
/3/16	EFT	2020SC 1020SC	Invoice: PPE 1.30.16 CALPERS	7,740.57	7,740.57	
		1020SC	CALFERS		7,740.37	
/18/16	EFT	2020SC	Invoice: PEPRA PPE 2.13.16	343.01	242.01	
		1020SC	CALPERS		343.01	
/18/16	EFT	2020SC	Invoice: PPE 2.13.16	7,238.76		
		1020SC	CALPERS		7,238.76	
/18/16	EFT	2020SC	Invoice: SIP PPE 2.13.16	3,077.88		
		1020SC	CALPERS		3,077.88	
/19/16	EFT	2020SC	Invoice: 2016021701	173.45		
		1020SC	PAYCHEX, INC.		173.45	
/24/16	EFT	2020SC	Invoice: 1/11/16-2/9/16	1,029.06		
		1020SC	PACIFIC GAS & ELECTRIC CO,	,	1,029.06	
/27/16	EFT	2024AC	EMPLOYEE LIABILITIES - 2.27.16	9,959.03		
2,/10	·	6012AC	EMPLOYER LIABILITIES - 2.27.16	1,329.69		
		1020SC	PAYROLL TAXES		11,288.72	
25/16	FLORENDO JAN 2016	6551AC	BLU*SOLANOSAVESWATER.ORG - SECURITY	23.88		
		1020SC	BANK OF THE WEST		23.88	
25/16	FOWLER JAN 2016	6230SC	NOR*NORTHERN TOOL - SUPPLIES	53.74		
23/10	TOWELK JAIN 2010	6230SC	WWW.FIXMYBLINGS.COM - SUPPLIES	15.43		
		6230SC	WM SUPERCENTER - SUPPLIES	32.10		
		6230SC	WWW.FIXMYBLINDS.COM - SUPPLIES	17.92		
		6230SC	LOWES - SUPPLIES	192.82		
		6230SC	AMAZON MKTPLACE - SUPPLIES	13.42		
		6040AC 6040AC	AMAZON MKTPLACE - REIMBURSED BY RICK AMAZON.COM - REIMBURSED BY RICK	4.56 61.14		
		6230SC	U.S. PLASTIC CORP - SUPPLIES	26.58		
		6230SC	AMAZON MKTPLACE - SUPPLIES	39.02		
		6230SC	TARGET.COM - SUPPLIES	140.22		
		2025SC	ACCRUED SALES TAX - NORTHERN TOOL		3.92	
		2025SC	ACCRUED SALES TAX - FIXMYBLINDS		0.76	
		2025SC	ACCRUED SALES TAX - FIXMYBLINDS		0.95	
		2025SC 2025SC	ACCRUED SALES TAX - U.S. PLASTIC CORP ACCRUED SALES TAX - AMAZON MKTPLACE		1.67 0.62	
		2025SC 2025SC	ACCRUED SALES TAX - AMAZON MKTPLACE ACCRUED SALES TAX - AMAZON MKTPLACE		2.35	
		1020SC	BANK OF THE WEST		586.68	
/25/16	JONES JAN 2016	610550	TTEDS INC. DODTABLE TOUGHT SERVICE	216.07		
23/10	JOINES JAIN 2010	6195SC 6183SC	ZTERS INC - PORTABLE TOILET SERVICE GREENHOURSE MEGASTO DANVILLE - SUPPLIES	216.97 185.76		
		6183SC	YOLO COUNTY LANDFILL WOODLAND - SUPPLIES	8.33		
		6199SC	APL ITUNES.COM - ICLOUD	0.99		
		6181SC	VACA VALLEY TRUCK AND VACAVILLE - SUPPLIES	6.31		
		6183SC	YOLO COUNTY LANDFILL WOODLAND - DUMP	17.00		
		6040AC	YOLO COUNTY LANDFILL WOODLAND - COMMERCIAL LOAD DUMP	76.44		
		6183SC	TARGET - SUPPLIES	7.15		
		6183SC	CHEVRON - FUEL	14.92		
		6199SC	WORK WORLD FAIRFIELD - RUBBER BOOTS	54.29		
		6199SC	STAPLES - SUPPLIES	13.57	201 =2	
		1020SC	BANK OF THE WEST		601.73	
25/16	LEE JAN 2016	6410AC	AMAZON DIGITAL SVCS - PHOTOSHOP	73.95		
		6360AC	AMAZON.COM AMZN.COM - BIOLOGY BOOK	115.54		
		6090AC	AMERICAN FISHERIES SOC - FISHERIES MEMBERSHIP	90.00	270.40	
		1020SC	BANK OF THE WEST		279.49	
/25/16	MAROVICH JAN 201	6183SC	PUMPALARM.COM - OVERFLOW ALARM	49.99		
		6183SC	KLEEN RITE CORP COLUMBIA - SUPPLIES	84.87		
		6183SC	AMAZON MKTPLACE - SUPPLIES	164.47		
		6199SC	TRACTOR SUPPLY - SUPPLIES	56.78		
		6199SC	GUNS FISHING AND OTHER - SUPPLIES	528.57		

For the Period From Feb 1, 2016 to Feb 29, 2016

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		1020SC	BANK OF THE WEST		906.15
2/25/16	PATE JAN 2016	6040AC	THE BIG SALAD SHOP - LUNCH	8.75	
		6330AC	CITYOFSAC PARKING	20.00	
		6330AC	CITYOFSAC PARKING	7.50	
		1020SC	BANK OF THE WEST		36.25
2/25/16	PHILLIPS JAN 2016	6040AC	CALIFORNIA WORKERS COMP - BROCHURES	34.58	
		1020SC	BANK OF THE WEST		34.58
2/25/16	RABIDOUX JAN 2016	6310AC	CHEVRON - FUEL	54.40	
		1020SC	BANK OF THE WEST		54.40
2/25/16	SNYDER JAN 2016	6041AC	SUPERGOODDEALS.COM - IPHONE CHARGING CORD	4.99	
		6300AC	AGILIS LINXUP MOTOSFTY - VEHICLE TRACKING	91.96	
		6310AC	LEISURE TOWN 76 VACAVILLE - FUEL	40.82	
		6300AC	VACAVILLE AUTO PARTS - SUPPLIES	28.03	
		6199SC	SUISUN VALLEY FRUIT GROWERS - SUPPLIES	491.20	
		6199SC	PACIFIC COAST HARDWARE - SUPPLIES	70.89	
		1020SC	BANK OF THE WEST		727.89
2/25/16	WILLINGMYRE JAN	6040AC	SP RTI/BGGREENBOX - BATTERY RECYCLING	63.00	
		6040AC	IN REMOTELINK INC - IRWMP	12.30	
		6040AC	IN REMOTELINK INC - EXECUTIVE COMMITTEE	14.62	
		6040AC	IN REMOTELINK INC - WRA TECHNICAL MEETING	35.15	
		6210AC	XSTAMPERONLINE.COM - RYAN MAHONEY NAME PLATE	30.60	
		6210AC	XSTAMPERONLINE.COM - JIM MCCRACKEN NAME	14.24	
		6040AC	PLATE SAFEWAY STORE - BOD & LPCCC COOKIES	12.00	
		6040AC	PURE GRAIN BAKERY - BOD SANDWICHES	50.03	
		6040AC	NAPOLI PIZZERIA - BOD PIZZA	33.00	
		6040AC	IN REMOTELINK INC - WESTSIDE EPA	160.35	
		1020SC	BANK OF THE WEST		425.29

File: U-20, U-20A

ACTION OF SOLANO COUNTY WATER AGENCY

DATE:	March 10, 2016
SUBJECT:	Ulatis Project Easement Quitclaim
RECOMMEN	IDATION:
	neral Manager to execute quitclaim deed for two temporary easements on the Ulatis Flood Control d at 5742 Vanden Road in Vacaville.
FINANCIAL	IMPACT:
None.	
BACKGROU	<u>ND</u> :
050. These ter Flood Control easements for	two temporary easements (2.31 acres cumulative) on a 10.86 acres parcel known as APN 0137-010-mporary easements were needed for the placement of spoils during the construction of the Ulatis Project. Spoil piles no longer exist on the temporary easements and SCWA does not use the access or maintenance of the Ulatis Flood Control Project. The current owners have requested that him its temporary easements on APN 0137-010-050. d: Roland Sanford, General Manager
	Approved as recommended Other (see below)
Modification t	o Recommendation and/or other actions:
foregoing action	ord, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the on was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting a March 10, 2016 by the following vote.
Ayes:	
Noes:	
Abstain:	
Absent:	
	d ger & Secretary to the Water Agency

March.2016.It5C

RECORDING REQUESTED BY:

Solano County Water Agency

WHEN RECORDED MAIL DOCUMENTS TO:

Solano County Water Agency 810 Vaca Valley Parkway, Suite 203 Vacaville, CA 95688 (707) 455-1108

MAIL TAX STATEMENTS TO: Gail Glover 6414 Rolling Way Carmichael, CA 95608

APN: 137-010-050

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$ 0 per R & T Code 11911The value of the interest conveyed does not exceed one hundred dollars (\$100)

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SOLANO COUNTY WATER AGENCY, a public body, as successor in interest to SOLANO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a public body, hereby remises, releases and quitclaims to PATRICIA D. NEUKIRCH, DANIEL NEUKIRCH, MICHAEL NEUKIRCH, and GAIL GLOVER, all rights, title, and interest of the grantor in those certain temporary easements set forth as Parcel A and Parcel B in that certain Final Judgment in Condemnation filed June 6, 1966 in Solano County Superior Court Case No. 41766, a certified copy of which was recorded June 6, 1966 in Book 1402 of Official Records, Page 56 under Recorder's Serial Number 15780, with reference to that certain real property in the County of Solano, State of California, described as follows:

Parcel 2, as shown on that certain Parcel Map entitled "Portion of Lots 44 and 47 Modern Homestead Ass'n Sub. No. 1", filed June 20, 1972 in Book 6 of Parcel Maps, Page 39, Solano County Records.

Excepting Therefrom all oil, gas and minerals therein or thereunder provided, however, that no exploration, digging or drilling operations shall be performed, on any structure or other improvement place thereon by said grantor, his heirs or assigns; the grantor may drill by means of slant drilling from adjacent land, wells beneath the surface of said land provided the same do not interfere with the use of siad land by the grantor or its successors or assigns or damage any improvement or facility placed upon or under the surface of said land by the grantee, its successors or assigns, as excepted and reserved in the Deed from Olga Katherine Cogswell to David P. Horkey, et ux, dated January 27, 1972, recorded January 31, 1972 in Book 1730, Page 462, Instrument No. 2226.

SIGNATURE PAGE ATTACHED

Date:	SOLANO COUNTY WATER AGENCY, a public body
	By: Roland Sanford Its: General Manager
, ,	certificate verifies only the identity of the individual who signed the nd not the truthfulness, accuracy, or validity of that document.
State of California	
County of	.,
On, before me,	·
personally appeared	, who proved to me on
the basis of satisfactory evidence to be the	he person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that	he/she/they executed the same in his/her/they a authorized
capacitiy(ies), and that by his/her their sign	nature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, execute	d the instrument.
I certify under PENALTY OF PERJURY utrue and correct.	under the laws of the State of California that the foregoing is
Witness my had and official seal.	
Signature	
(Seal)	_

ACTION OF SOLANO COUNTY WATER AGENCY

March 10, 2016

DATE:

SUBJECT: Purchase Order for Solano Project Water Quality Monitoring Equipment
RECOMMENDATION:
Authorize General Manager to approve \$14,500 Purchase Order for Solano Project water quality monitoring equipment.
FINANCIAL IMPACT:
Funding is programmed and available in the FY 2015-2016 Solano Project Rehabilitation and Betterment Program budget for this expense.
BACKGROUND:
The Putah Diversion Dam (PDD) and Putah South Canal (PSC) are part of the federally owned Solano Project. The Water Agency is responsible for operation, maintenance, and routine replacement of Solano Project facility components, including six water quality monitoring stations. These stations are used to provide "near real-time" water quality information to operations staff and M&I users on the PSC. As part of the Solano Project Rehabilitation and Betterment Program, the Water Agency is replacing old equipment that is no longer holding calibration or has failed. 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 March 10, 2016 by the following vote.
Ayes:
Noes:
Abstain:
Absent:
Roland Sanford General Manager & Secretary to the Solano County Water Agency

ORDERED BY:

SOLANO COUNTY WATER AGENCY

810 VACA VALLEY PARKWAY SUITE 203 VACAVILLE, CA 95688 U.S.A.

Voice: 707-451-6090

Fax: 707-451-6099

Ship To:

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

Date Issued:

PURCHASE

3/10/16

Purchase Order No.: a2016-059

To:	
CAMPBELL SCIENTIFIC, INC.	
815 WEST 1800 NORTH	
LOGAN, UT 84321-1784	

	Good Thru	Ship Via	Account No.	Terms	
-	4/9/16			Net 30 Days	-

3.00 2.00 2.00 1.00 2.00 1.00 1.00 1.00 1	4 405 00
2.00 1.00 1.00 CS526-L25-PT (27682-5) 968.75 1.00 PH BUFFER SOLUTION 7PH 12.00 PH BUFFER SOLUTION 10PH 9.00 2.00 ENC16/18-SC-SB-MM (30709-143) 440.00	4,485.00
1.00 CS526-L25-PT (27682-5) 968.75 1.00 PH BUFFER SOLUTION 7PH 12.00 1.00 PH BUFFER SOLUTION 10PH 9.00 2.00 ENC16/18-SC-SB-MM (30709-143) 440.00	6,400.00
1.00 PH BUFFER SOLUTION 7PH 12.00 PH BUFFER SOLUTION 10PH 9.00 ENC16/18-SC-SB-MM (30709-143) 440.00	480.00
1.00 PH BUFFER SOLUTION 10PH 9.00 ENC16/18-SC-SB-MM (30709-143) 440.00	968.75
2.00 ENC16/18-SC-SB-MM (30709-143) 440.00	12.00
	9.00
1.00 TAX & SHIPPING 1,099.15	880.00
	1,099.15
TOTAL	\$14,333.90

Authorized Signature	

ACTION OF SOLANO COUNTY WATER AGENCY

DATE:	March 10, 2016
SUBJECT:	Lower Putah Creek Coordinating Committee Watershed Restoration Planning Grant
RECOMMEN	IDATION:
Committee, to	olution 2016-01 authorizing General Manager, on behalf of the Lower Putah Creek Coordinating execute necessary grant documents and administer \$990,312 grant for the Lower Putah Creek estoration project.
FINANCIAL	IMPACT:
All project cos	sts to be grant funded.
BACKGROU	<u>ND</u> :
California De habitat assess project element and developm	that Creek Coordinating Committee (LPCCC) recently received a \$990,312 grant from the partment of Fish and Wildlife to develop conceptual habitat restoration plans and conduct baseline ments for thirty miles of Lower Putah Creek, from Monticello Dam to the Yolo Bypass. Key into include geomorphic, biological, and hydrologic/soils assessments; facilitated public meetings; tent of conceptual, as well as a limited number of detailed site specific restoration plans to restore an natural ecological form and function. d: Roland Sanford, General Manager
	Approved as recommended Other (see below)
Modification t	to Recommendation and/or other actions:
foregoing action	rd, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the on was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting in March 10, 2016 by the following vote.
Roland Sanfor	rd

General Manager & Secretary to the

Solano County Water Agency

Mar.2016.It5E (ID 192925)

RESOLUTION NUMBER 2016-01

RESOLUTION OF THE: SOLANO COUNTY WATER AGENCY APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE URBAN GREENING PLANNING GRANT PROGRAM UNDER THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION BOND ACT OF 2006 (PROPOSITION 84)

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the Strategic Growth Council has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the Strategic Growth Council require a resolution certifying the approval of application(s) by the Applicants governing board before submission of said application(s) to the State; and

WHEREAS, the Applicant, if selected, will enter into an agreement with the State of California to carry out development of the Urban Greening Plan

NOW, THEREFORE, BE IT RESOLVED that the Solano County Water Agency

- 1. Approves the filing of an application for the Davis Greenbelt Project
- 2. Certifies that Applicant understands the assurances and certification in the application, and
- 3. Certifies that applicant will have sufficient funds to develop the plan; or will secure the resources to do so, and
- 4. Certifies that applicant will work towards the Governor's State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1, and
- 5. Appoints the General Manager, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for development of the aforementioned plan.

Approved and Adopted on the 10th day of March, 2016. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by SOLANO COUNTY WATER AGENCY following a roll call vote:

Ayes:	
Noes:	
Abstain:	
Absent:	
	Roland Sanford, Secretary to the Board of Directors of the Solano County Water Agency

ACTION OF SOLANO COUNTY WATER AGENCY

DATE:	March 10, 2016
SUBJECT:	Agreement with Normandeau Associates, Inc. for Lower Putah Creek Juvenile Chinook Snorkel Surveys – Phase II
	IDATION: Authorize General Manager to execute \$30,710 contract with Normandeau Associates, II Lower Putah Creek Juvenile Chinook Snorkel Surveys.
FINANCIAL	IMPACT: Sufficient funds are available in the FY 2015-2016 Solano Project budget
BACKGROU	<u>ND</u> :
salmon observed surveys it apperent and the surveys will be spring pulse float	approximately 700 adult Chinook salmon reportedly spawned in Lower Putah Creek – the most red in Lower Putah Creek in recent times, and perhaps ever. Based on the results of initial snorkel ears that spawning was successful, particularly in areas where spawning gravel enhancement efforts ditional snorkel surveys are needed to characterize the relative numbers of juvenile Chinook salmon e timing of their downstream migration to the ocean. Information obtained through these snorkeling e used to assess the effectiveness of ongoing creek restoration efforts, and the effectiveness of the ows the Water Agency is required to release from the Putah Diversion Dam, - for the benefit of nigrating salmon - pursuant to the Putah Creek Accord. d: Roland Sanford, General Manager
	Approved as recommended Other (see below)
Modification t	o Recommendation and/or other actions:
foregoing action	Ford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the on was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting in March 10, 2016 by the following vote.
Ayes:	
Noes:	
Abstain:	
Absent:	

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

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

(Professional Services/Professional Liability/General Liability & Auto/with Additional Insured)

THIS AGREEMENT, **effective March 11, 2015**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Normandeau Associates, Inc.** hereinafter referred to as "Contractor."

The Agency requires services for **Lower Putah Creek Juvenile Chinook Snorkel Surveys** – **Phase 2**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for **Lower Putah Creek Juvenile Chinook Snorkel Surveys – Phase 2**, as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$30,710** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Upon submission of an invoice by the Contractor, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month, 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** as directed by the Agency.

5. MODIFICATION AND TERMINATION

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

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

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

6. PERMITS

Permits required by governmental authorities will be obtained at the Contractor's expense, and the Contractor will comply with local, state and federal regulations and statutes including Cal/OSHA requirements.

7. <u>INDEMNIFY AND HOLD HARM</u>LESS

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

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

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

8. INSURANCE

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

Contractor will file with the Agency, before beginning professional services, a certificate of insurance satisfactory to the Agency evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate. Contractor shall provide 30 days notice of cancellation (10 days for non-payment of premium) to the Agency. Any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the Agency. The retroactive date (if any) is to be no later than the effective date of this agreement. In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

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

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

9. COMPLIANCE WITH LAW

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

10. <u>RECORD RETENTION</u>

Except for materials and records, delivered to the Agency, the Contractor 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 Contractor's receipt of the final payment under this Agreement. Upon request by the Agency, the Contractor 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.

11. OWNERSHIP OF DOCUMENTS

All materials and records of a finished nature, such as final plans, specifications, reports and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of the Agency. All materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to the Agency at no additional charge and without restriction or limitation on their use. Contractor shall be authorized to retain one copy of all work product for their files.

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL

The Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by the Contractor under this Agreement will be purchased by the Agency under a new agreement following expiration or termination of this Agreement, and waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from the Contractor.

14. <u>NOTICE</u>

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

<u>AGENCY</u>	<u>CONTRACTOR</u>
Roland Sanford, General Manager	John G. Mokas
Solano County Water Agency	Normandeau Associates, Inc.
810 Vaca Valley Parkway, Suite 203	25 Nashua Road
Vacaville, CA 95688	Bedford, NH 03110-5500
The parties have executed this Agree	ement the day and year first above written. If the must be provided that the person signing below for
By: Roland Sanford General Manager	By: John G. Mokas Normandeau Associates, Inc.

EXHIBIT A SCOPE OF SERVICES



EXHIBIT A

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

1 March 2016

RE: Scope of Work for Proposed 2016 Lower Putah Creek Juvenile Chinook Snorkel Surveys

Normandeau Associates, Inc. has prepared the following Scope of Work for consideration of funding by Solano County Water Agency.

Phase 2 - Continuation of Winter-Spring 2016 Biweekly Juvenile Chinook Salmon Snorkel Surveys

Hundreds of adult fall run Chinook migrated into lower Putah creek and spawned along the lower basin below the Putah Diversion Dam following the mid-November 2015 fall attraction flows. Normandeau Associates proposes to conduct snorkel surveys along multiple areas of lower Putah Creek every two weeks during the juvenile Chinook emergence and outmigrant period (early February through early June). The goal of these mask and snorkel surveys is to attempt to document emergence, assess relative abundance, identify rearing areas, and document timing of outmigration from the basin. The success of the surveys are largely contingent upon adequate visibilities to allow observations and counts of juvenile Chinook along the lower creek. The Phase 1 surveys conducted to date (early February and late February) to date have shown that adequate visibilities for seeing and counting juvenile Chinook along the stream margins are present along most of Putah creek from Dry Creek downstream to Mace Boulevard barring significant rain events close to survey dates. Preliminary Phase 1 results have shown the successful emergence of large numbers of Chinook fry in mid-February and their initial concentration near known spawning sites (Dry Creek confluence and Winters Park areas).

Phase 1 surveys have been budgeted and will entail four separate surveys between early February and late March) and will document the distribution of juvenile Chinook in Putah Creek between Winters and Davis prior to the spring native fish spawning flows, which are currently scheduled to begin on 29 March 2016. The proposed Phase 2 surveys will continue to document the distribution of juvenile Chinook along the lower creek (6-8 sites) following these spawning flows. It is unknown how this pulse flow may impact rearing Chinook that



may still be residing in the lower basin. We hope to discern if the flows stimulate juvenile salmon to move from upstream rearing areas to downstream rearing areas, or perhaps complete outmigrantion from the basin.

We are presenting the budget for an additional five snorkel surveys for early April through early June and after the 29 March native fish spawning flow release. Continuation of surveys will be determined by continued adequate visibilities following the native fish spawning flows and the continued presence of juvenile chinook in the lower basin. Following each survey, we will send results to SCWA and coordinate with SCWA personnel about whether to continue surveys into the future.

Surveys dates may be moved to avoid storm events which will likely limit snorkel visibilities. We remain in close contact with SCWA throughout the project so that if results are less than satisfactory, schedules can be adjusted/changed/canceled.

Table 1. Snorkel sites along lower Putah Creek (assuming continued landowner support/access)

Site Name	Miles downstream of Putah Diversion Dam
Dry Creek (Whitworth/Ramos)	2.4
Winters Putah Creek Park (Car Bridge) (2 sites)	3.0
Interstate 505 (2 sites)	3.9
Kilkenny Weir	5.6
Stevenson Bridge (Ott)	10.2
Pedrick Bridge (County Road 98)	12.8
Interstate 80 Bridge	14.7
Mace Boulevard (County Road 104)	19.0

Table 2. Proposed Phase 1 and 2 snorkel survey dates*

Survey	Phase	Date (approx.)
#1	1	9-10 February 2016 (2 days)
#2	1	25 February 2016
#3	1	10 March 2016
#4	1	24 March 2016
#5	2	7 April 2016
#6	2	21 April 2016
#7	2	5 May 2016
#8	2	19 May 2016
#9	2	2 June 2016

^{*}weather dependent



Following final survey, a short memo report will be prepared and submitted along with all labelled photos (on CD) to SCWA.

Estimated Time & Materials Budget – Phase 1 - \$27,185 (4 surveys)
Phase 2 - \$30,710 (5 surveys)

EXHIBIT B RATE OF COMPENSATION

890 L Street

Arcata, California 95521 Telephone (707) 822-8478 Facsimile (707) 822-8842

Exhibit B

E-mail: tsalamunovich@normandeau.com

Date:

1 March 2016

Cost Estimate:

Lower Putah Creek Juvenile Chinook Snorkel Surveys

Phase 2 - early April through early June

Prepared for:

Mr. Roland Sanford

Solano County Water Agency 810 Vaca Valley Parkway, Suite 203

Vacaville, CA 95688

COST VAF	RIABLES				RATE	
Fish Techn Field Surve Lodging Meals Company \	cientist (PS) ician 3 (FT3) ey equipment /ehicle Daily Use Fee company truck	labor/hr labor/hr charge/da cost/night cost/day cost/day cost/mile			\$125.00 \$65.00 \$92.00 \$75.00 \$40.00 \$65.00 \$0.540	(or IRS rate)
JOB ELEM	IENTS			<u>HOURS</u>	COST	
Task 1 - Labor	Study Coordination & Equipment Preparat	ion	PS hours Task 1 Subtotal	5	625.00 625.00	
Task 2 -	Field Surveys Surveys (1 day for crew of two PS)*					
			PS hours PS hours days night days days miles	18 22 1 2 4 2 750	2,250.00 2,750.00 92.00 150.00 160.00 130.00 405.00	
			Subtotal		5,937.00	survey with 2 PS
Labor Travel	Surveys (1 day for crew of one PS/one FT3	3)*	PS hours FT3 hours PS hours FT3 hours	9 9 11 11	1,125.00 585.00 1,375.00 715.00	
	Daily use Fee ompany truck)		days night days days miles	1 2 4 2 750	92.00 150.00 160.00 130.00 405.00	
Task 3 -	Data Analysis & Reporting		Subtotal	00	4,737.00	surveys with 1PS/1FT3
Labor			PS hours Task 3 Subtotal	32	4,000.00	

Phase 2 All Tasks Total

30,710.00

two surveys using 2PS / three surveys using 1PS/1FT3

Survey	Proposed date *	Crew**
#5	April 7, 2016	1PS/1FT3 2 PS
#6	April 21, 2016	1PS/1FT3
#7	May 5, 2016	2 PS
#8	May 19, 2016	1PS/1FT3
#9	June 2, 2016	2 PS

^{*} dates may be adjusted based on storm activity and water visibilities

5 Survey Task Total

^{*} number of surveys may depend on continued presence of chinook in project area ** crews may be juggled based on availability

Solano County Water Agency

MEMORANDUM

Agenda Item No.7

TO: Board of Directors

FROM: Roland Sanford, General Manager

DATE: March 4, 2016

SUBJECT: March General Manager's Report

Despite the paltry precipitation totals for February, the water supply picture for the State Water Project continues to improve. Late last month the Department of Water Resources increased the North Bay Aqueduct Table A allocation from 20 percent to 40 percent of full entitlement. A wet March, which isn't necessarily a given but as of this writing certainly looks possible, could boost the 2016 water supply allocation further. As previously reported, Lake Berryessa will once again provide full allocations to the respective Participating Agencies in 2016. However, runoff totals in February were particularly disappointing and baring substantial rainfall in March, 2016 will most likely be classified as another "dry" year for the Lake Berryessa drainage (see attached charts).

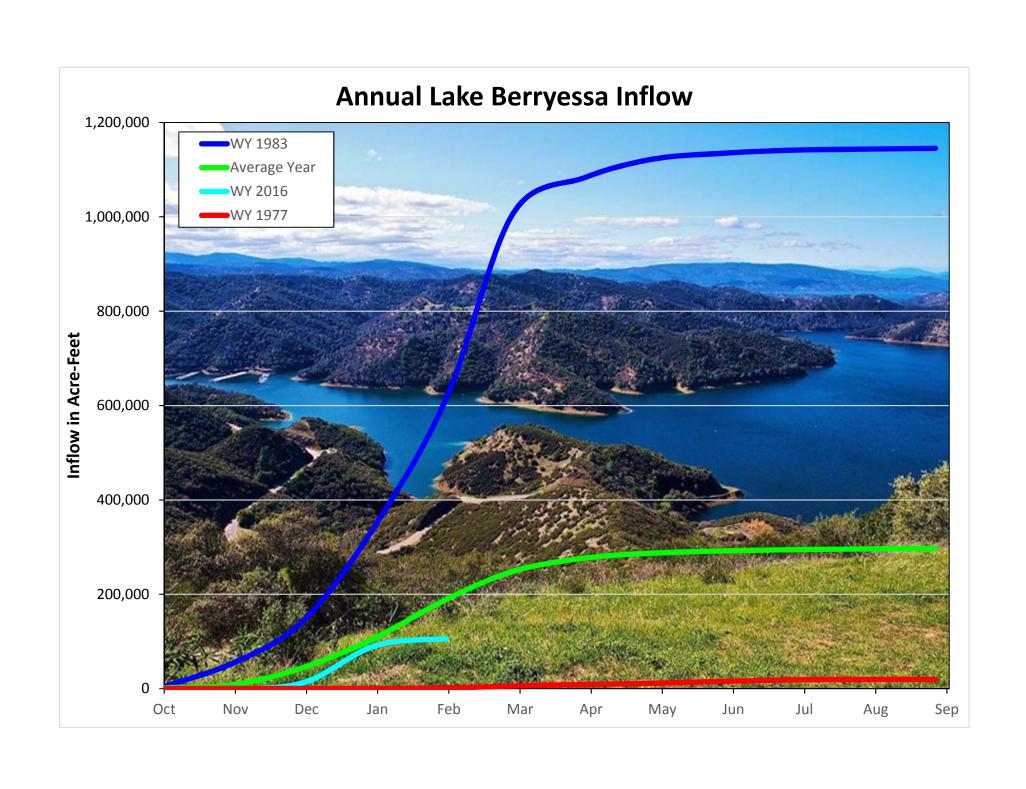
Recently, a short video clip commissioned by the Water Agency in 2014 and produced by Mr. Ken Davis went viral worldwide. The video, which depicts spawning salmon in Putah Creek, was used in a short article about the 2015 Putah Creek Chinook Salmon run that was posted on the U.C. Davis Center for Watershed Sciences' Facebook page. I am told that past postings about the 2015 Chinook salmon run, which did not include video, failed to attract significant attention. As of this writing the video clip is still accessible on the U.C. Davis Center for Watershed Sciences, or alternatively, along with other videos commissioned by the Water Agency, at www.creekman.com.

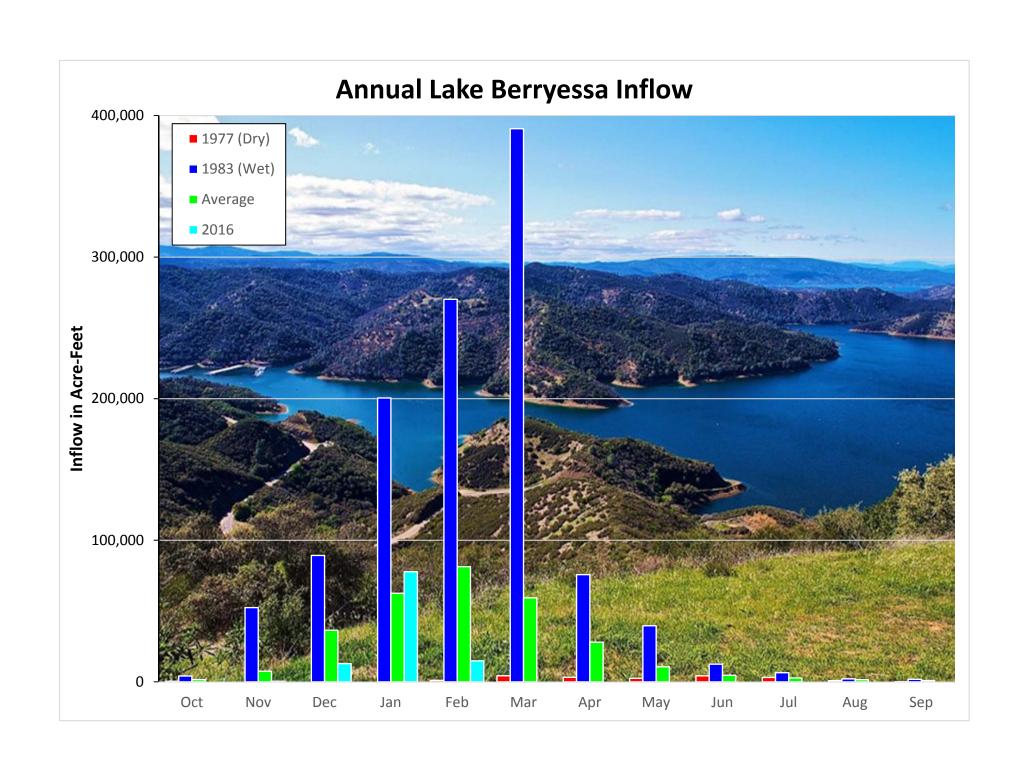
The impact of the spawning Chinook salmon video is noteworthy in view of the Water Agency Board's desire to expand on going public outreach and legislative advocacy efforts. The Water Agency has commissioned additional video clips, including one to highlight the proposed North Bay Aqueduct Alternate Intake Project, for use in upcoming presentations to policy makers and other interested parties.



Page 2

Speaking of the 2015 Putah Creek Chinook Salmon run, in early February the Water Agency's fisheries consultants; Normandeau Associates, Incorporated, conducted snorkeling surveys at selected locations along Lower Putah Creek to assess the relative abundance and distribution of juvenile Chinook salmon and in turn, the degree to which spawning was successful. Based on the results of initial snorkel surveys it appears that spawning was successful, particularly in areas where spawning gravel enhancement efforts occurred. Additional snorkel surveys are needed to characterize the relative numbers of juvenile Chinook salmon present and the timing of their downstream migration to the ocean. Information obtained through these snorkeling surveys will be used to assess the effectiveness of ongoing creek restoration efforts, and the effectiveness of the spring pulse flows the Water Agency is required to release from the Putah Diversion Dam, - for the benefit of downstream migrating salmon - pursuant to the Putah Creek Accord.





Time Period Covered: February 2016

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

Construction Contract	Change Orders (15%	of original project costs
or \$50,000, whichever	is less)	

Construction Contracts (\$30,000 and less)

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

Benicia Community Garden: Professional Greywater Installers Training - \$16,340 Normandeau Associates, Lower Putah Creek Juvenile Chinook Snorkel Survey - \$27,185.

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

Construction contracts resulting from informal bids authorized by SCWA Ordinance

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

 $Z: \verb|\FORMS| Construction Change Orders.doc|\\$

ACTION OF SOLANO COUNTY WATER AGENCY

DATE:

March 10, 2016

SUBJECT:

Appointment of SCWA Representative and Alternate to Sacramento River Flood Control

Project General Revaluation Report Local Agency Executive Committee

<u>RECOMMENDATION</u>: Appoint two SCWA Board members, one to serve as the "SCWA Representative" and the other to serve as the "SCWA Alternate" to the Sacramento River Flood Control Project General Revaluation Report Local Agency Executive Committee.

FINANCIAL IMPACT: None

BACKGROUND:

On January 14, 2016 the Board authorized the Chair to sign, following final review and approval as to form by Water Agency legal counsel, the Memorandum of Agreement (MOA) between the 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. Pursuant to the MOA (copy attached), an Executive Committee consisting of one representative from each of the parties is to be formed. Staff is requesting the Board appoint one Board member to serve as the Water Agency's representative on the Executive Committee, and either a Board member or staff to serve as the alternate.

Recommende	ed:	anager	
	Approved as recommended		Other (see below)
Modification	to Recommendation and/or oth	er actio	ns:
foregoing act		assed, a	o the Solano County Water Agency, do hereby certify that the nd adopted by said Board of Directors at a regular meeting te.
Ayes:			
Noes:			
Abstain:			
Absent:			

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

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 AREA 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 Area 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 authority 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 June 19, 2015, the Corps and the CVFPB, representing the State of California, 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, local agencies are best positioned to understand the political, economic, and land use issues that will need to be avoided or resolved for a recommended plan to be supportable and implementable.
- C. It is the expectation of the local agencies that the GRR will be formulated in a manner that avoids or minimizes impacts to existing agriculture and agricultural infrastructure. Additionally, if avoidance and minimization of impacts is not feasible, the local agencies will work with the Corps and State to identify reliable measures which preserve, enhance, or replace farmland, improve rural levee systems, implement feasible rural floodplain management requirements, and identify funding opportunities 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 introduce, increase or disperse the population of endangered species can be expected to result in limitations in the operation of these water supply intakes. Habitat projects need to mitigate 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 apply for and anticipate having 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 an additional 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 an additional 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.
 - 4. WSAFCA will seek approval of the FCSA Amendment and Local FCSA from the Executive Committee described in Section IV. of this MOA prior to executing these agreements. WSAFCA shall receive approval of the Executive Committee prior to execution of 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. Contributions shall be made to WSAFCA as set forth in Section VI. of this MOA.
 - 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. WSAFCA and the Parties shall 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) which shall be comprised of one member of the governing board 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.

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. The Executive Committee will comply with the Ralph M. Brown Act, Gov. Code, § 54950 et seq.

- c. 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.
- d. 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 appointed agency member is present. If the appointed agency member is not present, the Alternate shall be entitled to participate in all respects as a regular member.
- 4. 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.
- 5. The Executive Committee will act by unanimous decision 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 one representative from each Party, such representative to be selected by each member of the Executive Committee.

An Executive Committee member may change its designated representatives by notifying all other members in writing.

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 C to this MOA that describes the anticipated tasks to be performed hereunder and a schedule for performance of said tasks, which Exhibit C shall be attached to this MOA and incorporated herein by this reference. 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 C may be revised from time to time by unanimous 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. The Executive Committee will select one of the Study Coordinators to seek to 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.
- D. WSAFCA and the Parties shall use the decision making structure established by this Section to participate in the GRR process.

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. The FCSA Amendment and Local FCSA must be approved both by WSAFCA and the Executive Committee, whereupon this Section will become effective. WSAFCA must receive approval to execute any FCSA Amendment or Local FCSA from the Executive Committee described in Section IV. of this MOA prior to executing these agreements. WSAFCA must also receive approval to execute any amendments or modifications to the FCSA Amendment or Local FCSA from the Executive Committee described in Section IV. of this MOA prior to executing any amendments of 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. Upon execution of the FCSA, FCSA Amendment, and Local FCSA, the Parties agree to advance to WSAFCA WSAFCA's required contributions under the FCSA, FCSA Amendment, and Local FCSA as follows:
 - 1. SAFCA 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 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.
- 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, and, if the withdrawing Party is a required provider of funds to WSAFCA under Section VI.C.1., Section VI.C.2., or Section VI.C.3. of this MOA, a written agreement from a remaining Party or Parties to this MOA to contribute the withdrawing Party's share of required contribution of funds.
- 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 and paid or required to be paid at the time of withdrawal to the Corps or CVFPB.
- 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 for at least 90 days before providing any future notices of withdrawal.
- 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 not paid to or required to be paid at the time of withdrawal to the Corps or CVFPB.

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 of the TAC: 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 to Parties' governing bodies for any required action needed to ratify the agreed upon resolution.

X. Miscellaneous Provisions

- A. Subject to a permitted withdrawal of all but one Party pursuant to Section VII. of this MOA, in which event this MOA shall have terminated, 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 of all of the Parties and the date of the last Party's signature of this MOA.
- 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, any costs obligated

- after the date of its withdrawal, 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.

Erin Hannigan Chair of the Board of Directors Solano County Water Agency	Date	Patrick Blacklock County Administrator County of Yolo	Date
Mike Hardesty General Manager Reclamation District 2068	Date	Kenric Jameson General Manager West Sacramento Area Flood Control Agency	Date
William Emlen Director of Resource Management County of Solano	Date	Richard M. Johnson Executive Director Sacramento Area Flood Control Agend	Date

ACTION OF SOLANO COUNTY WATER AGENCY

DATE:	March 10, 2016
SUBJECT:	SCWA Fiscal Year 2014-2015 Audit
RECOMMEN	IDATION:
Accept Fiscal	Year 2014/2015 audit.
FINANCIAL	IMPACT:
None.	
BACKGROU	<u>ND</u> :
audit for the F Agency entere	with the State law establishing the Solano County Water Agency, an annual audit is performed. The iscal Year 2014-2015 was performed by the firm Mann, Urrutia, Nelson, CPAs. In May, 2015 the d into a two year agreement with Mann, Urrutia, Nelson, CPAs. The audit was performed in the auditing standards generally accepted in the Unites States.
	the auditors' assigned to the audit several times, responded fully to requests for information and an and provided access to the Agency's budgetary and meeting information.
the Independer presented are to Accounting Pr	the review conducted over a period of several months the auditors' gave an unqualified opinion on int Auditors' Report. This type of report is issued by an auditor when the financial statements free from material misstatement and are represented fairly in accordance with Generally Accepted inciples (GAAP), which in other words means the financial condition, position, and operations are d in the financial statements. d: Roland Sanford, General Manager
	Approved as recommended Other (see below)
Modification t	o Recommendation and/or other actions:
foregoing action	Ford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the on was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting in March 10, 2016 by the following vote.
Ayes:	
Noes:	
Abstain:	
Absent:	

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

Mar.2016.It9 FILE: B-10