

# SOLANO COUNTY WATER AGENCY



## BOARD OF DIRECTORS:

### **Chair:**

*Supervisor Skip Thomson*  
Solano County District 5

### **Vice Chair:**

*Mayor Ron Kott*  
City of Rio Vista

*Mayor Elizabeth Patterson*  
City of Benicia

*Mayor Thom Bogue*  
City of Dixon

*Mayor Harry Price*  
City of Fairfield

*Director Ryan Mahoney*  
Maine Prairie Water  
District

*Director Dale Crossley*  
Reclamation District No.  
2068

*Mayor Ron Kott*  
City of Rio Vista

*Supervisor Erin Hannigan*  
Solano County District 1

*Supervisor Monica Brown*  
Solano County District 2

*Supervisor Jim Spering*  
Solano County District 3

*Supervisor John Vasquez*  
Solano County District 4

*Director John D. Kluge*  
Solano Irrigation District

*Mayor Lori Wilson*  
City of Suisun City

*Mayor Ron Rowlett*  
City of Vacaville

*Mayor Bob Sampayan*  
City of Vallejo

## GENERAL MANAGER:

*Roland Sanford*  
Solano County Water  
Agency

## BOARD OF DIRECTORS MEETING

**DATE:** Thursday, October 10, 2019

**TIME:** 6:30 P.M.

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

### 1. CALL TO ORDER

### 2. PLEDGE OF ALLEGIANCE

### 3. APPROVAL OF AGENDA

### 4. PUBLIC COMMENT

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

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

(A) Minutes: Approval of the Minutes of the Board of Directors meeting of September 12, 2019.

(B) Expenditure Approvals: Approval of the September 2019 checking account register.

(C) Quarterly Financial Reports: Approve Income Statement and and Balance Sheet for period ending September 30, 2019.

(D) Contract with A2Z Landscaping: Authorize General Manager to execute \$120,000 contract with A2Z Landscaping for implementation of Landscape Assistance Program for Low-Income Seniors and Residents with Disabilities Program.

(E) Contract with UC Davis: Authorize General Manager to execute \$267,169 contract with UC Davis for continuation of Lower Putah Creek Chinook salmon study in FY 2019-2020.



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

RECOMMENDATION: For information only.

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

RECOMMENDATION: For information only.

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

RECOMMENDATION: For information only.

9. **COST SHARING AGREEMENT FOR FIRST PHASE OF HABITAT CONSERVATION PLAN FOR PORTIONS OF YOLO BYPASS/CACHE SLOUGH COMPLEX** *(estimated time: 15 minutes)*

RECOMMENDATION: Authorize General Manager to execute \$40,000 cost sharing agreement between County of Solano, Solano County Water Agency and Sacramento Area Flood Control Agency to fund first phase of focused habitat conservation plan for portions of the Yolo Bypass/Cache Slough Complex.

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

RECOMMENDATION:

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

11. **WATER POLICY UPDATES** *(estimated time: 5 minutes)*

RECOMMENDATION:

1. Hear report from staff on current and emerging Delta and Water Policy issues and provide direction.
2. Hear status report from Committee Chair on activities of the SCWA Water Policy Committee.
3. Hear report from Supervisor Thomson on activities of the Delta Counties Coalition, Delta Protection Commission.
4. Hear report from Supervisor Thomson on activities of the Delta Conservancy.

12. **CLOSED SESSION** *(estimated time: 15 minutes)*

Conference with Legal Counsel – Existing Litigation  
Pursuant to Government Code Section 54956.9  
Friends of Putah Creek v. Central Valley Flood Protection Board  
Solano County Superior Court Case No. FCS051040

**13. TIME AND PLACE OF NEXT MEETING**

Thursday, November 14, 2019 at 6:30 p.m. at the SCWA offices.

*The Full Board of Directors packet with background materials for each agenda item can be viewed on the Agency's website at [www.scwa2.com](http://www.scwa2.com).*

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

OCT.2019.bod.agnda

# CONSENT ITEMS

**SOLANO COUNTY WATER AGENCY  
BOARD OF DIRECTORS MEETING MINUTES  
MEETING DATE: September 12, 2019**

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

Mayor Elizabeth Patterson, City of Benicia  
Vice-Mayor Scott Pederson, City of Dixon  
Mayor Harry Price, City of Fairfield  
Mayor Ronald Kott, City of Rio Vista  
Mayor Lori Wilson, City of Suisun City  
Mayor Ron Rowlett, City of Vacaville  
Councilmember Robert McConnell, City of Vallejo  
Supervisor Erin Hannigan, Solano County District 1  
Supervisor Monica Brown, Solano County District 2  
Supervisor Jim Spering, Solano County District 3  
Supervisor John Vasquez, Solano County District 4  
Supervisor Skip Thomson, Solano County District 5  
Director Dale Crossley, Reclamation District No. 2068  
Director John Kluge, Solano Irrigation District

**CALL TO ORDER**

The meeting was called to order by Chair Thomson at 6:30 pm.

**APPROVAL OF AGENDA**

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

**PUBLIC COMMENT**

Mr. Jeff Tenpas, representing the Friends of Putah Creek, commented on the condition of vegetation within the Winters Putah Creek Park, asserting that revegetation efforts have failed and that the Winters Putah Creek Park Project has negatively impacted groundwater conditions at the park.

**CONSENT ITEMS**

On a motion by Mayor Patterson and a second by Supervisor Brown, the Board unanimously approved the following consent items:

- (A) Minutes
- (B) Expenditure Approvals
- (C) Lake Berryessa Mussel Prevention Program Grant
- (D) Sale of Surplus Property
- (E) BayQWEL Training Program

**BOARD MEMBER REPORTS**

Mayor Patterson reported that she attended an informative water symposium in Riverside that was focused on flood and floodplain management.

**GENERAL MANAGER'S REPORT**

In addition to the written report, General Manager Roland Sanford briefly discussed the status of the ongoing Dixon drainage study and noted that consultant proposals for the Phase II portion of the study were due earlier in the day (September 12).

Mr. Sanford referenced his written report, in which staff recommends the Board hold a workshop in either November or December to review and discuss several high profile projects and programs staff is currently implementing. Following discussion, the Board requested staff and the Board's Executive Committee to develop an agenda and meeting date/time for a workshop in December.

**SOLANO WATER ADVISORY COMMISSION**

There were no additions to the written notes.

**CURRENT NORTH BAY AQUEDUCT WATER TRANSFER POLICY**

General Manager Roland Sanford briefed the Board on the Water Policy Committee's progress toward the development of one or more policies regarding water exchanges and transfers within Solano County and to out-of-county entities. He noted that the Committee's work is currently focused on water exchanges and transfers involving North Bay Aqueduct supplies and reported that the Committee will be recommending adoption of a policy for North Bay Aqueduct water exchanges and transfers at the January 2020 Board meeting.

Mr. Sanford explained that there has never been a written Water Agency policy regarding water exchanges and transfers, but that the current practice or policy has always been to "take care of the Solano water users first, before considering out-of-county exchanges or transfers", and noted that the Committee has attempted to articulate the current practice in the "policy statement" included in the Board meeting packet. The Board discussed the current policy but took no action. At the conclusion of the discussion, Mr. Sanford requested that Board members send any comments they have regarding the current policy and/or what they would like to see included in a future policy statement to him, which he will then forward to the Water Policy Committee.

**PUTAH CREEK RAINBOW TROUT GENETICS STUDY**

General Manager Roland Sanford discussed the biological commonalities between resident rainbow trout and anadromous Steelhead, and noted that because resident rainbow trout and anadromous Steelhead are now considered, for genetic purposes, the same fish, State and Federal resource agencies are increasingly seeking to protect resident rainbow trout populations as a means of preserving anadromous Steelhead populations. He noted that protective measures include preserving the genetic composition of wild resident trout populations by preventing cross breeding of wild resident trout populations with hatchery raised counterparts.

Mr. Sanford explained that there appear to be wild resident rainbow trout populations at various locations in the headwaters of Putah Creek, upstream of Monticello Dam, as well as at least one tributary stream located between Monticello Dam and the Putah Diversion Dam, and possibly within the Putah Creek stream segment between Monticello Dam and the Putah Diversion Dam. He noted that the possible presence of these wild resident rainbow trout populations would at least suggest the need to prevent interbreeding with hatchery raised counterparts entering Lower Putah Creek via the Yolo Bypass by continuing to restrict upstream fish passage at the Putah Diversion Dam.

Mr. Sanford went on to explain that the Putah Creek Rainbow Trout Genetics Study is proposed as a means of substantiating the unique genetic characteristics of the resident rainbow trout populations upstream of the Putah Diversion Dam and Monticello Dam, and in turn the rationale for separating these trout populations from hatchery raised fish occupying habitats downstream of the Putah Diversion Dam.

Director Kluge questioned whether the proposed genetics study could ultimately lead to the "listing" of the resident rainbow populations within the Putah Creek drainage (listed as a threatened or endangered species), and in turn necessitate the installation of fish screens at the Putah South Canal headworks. Mr. Sanford acknowledged that such a scenario was within the realm of possibility but not considered likely. District Engineer Thomas Pate echoed Mr. Sanford's observation regarding the possible listing of resident rainbow trout and added that the prospects of a fish ladder being installed at the Putah Diversion Dam, and the Putah Creek stream segment between the Putah Diversion Dam and Monticello Dam being designated as "critical habitat" for endangered fish species such as Central Valley Steelhead, was far more likely and therefore, the potential benefits of the proposed genetics study – information to support the argument for not installing a fish ladder at the Putah Diversion Dam - far outweighs the potential risk of the Putah Creek drainage's resident rainbow trout being listed as a threatened or endangered species.

On a motion by Mayor Patterson and a second by Supervisor Spring, the Board unanimously approved the Putah Creek Rainbow Trout Genetic Study.

**GENERAL MANAGERS EMPLOYMENT AGREEMENT**

Chair Thomson stated that the Board is very pleased with the General Manager's performance and that the Board and the General Manager have agreed to sign a new 4-year contract for the continuation of Mr. Sanford's services. On a motion by Mayor Price and a second by Supervisor Spering the Board unanimously approved the Agreement with the General Manager.

**LEGISLATIVE UPDATES**

There were no updates as the Legislative Committee did not meet last month.

**WATER POLICY UPDATES**

1. Staff had nothing to report on emerging Delta and Water Policy issues.
2. There were no updates from the Water Policy Committee, they did not meet last month.
3. Supervisor Thomson stated that there were no updates for either the Delta County Coalition or the Delta Protection Committee, other than Director Mahoney was appointed to the Roundtable that Natural Resources Secretary Crowfoot has started.
4. There was no report on the activities of the Delta Conservancy.

**TIME AND PLACE OF NEXT MEETING**

Thursday, October 10, 2019 at 6:30 p.m., at the SCWA offices in Vacaville.

**ADJOURNMENT**

This meeting of the Solano County Water Agency Board of Directors was adjourned at 7:30 p.m.

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

**ACTION OF  
SOLANO COUNTY WATER AGENCY**

**DATE:**                   **October 10, 2019**

**SUBJECT:**             **Expenditures Approval**

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**RECOMMENDATIONS:**


Approve expenditures from the Water Agency checking accounts for September 2019.

**FINANCIAL IMPACT:**

All expenditures are within previously approved budget amounts.

**BACKGROUND:**

The Water Agency auditor has recommended that the Board of Directors approve all expenditures (in arrears). Attached is a summary of expenditures from the Water Agency's checking accounts for September, 2019. Additional backup information is available upon request.

Recommended:   
Roland Sanford, General Manager

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☐

Approved as  
recommended

☐

Other  
(see below)

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next page

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Modification to Recommendation and/or other actions:

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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 October 10, 2019 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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



**SOLANO COUNTY WATER AGENCY**  
**Cash Disbursements Journal**  
**For the Period From Sep 1, 2019 to Sep 30, 2019**

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
9/4/19	10190	2020WC	Invoice: 19-06-3868	10,964.19	
		2020WC	Invoice: 19-07-3868	1,586.25	
		1020SC	MBK ENGINEERS		12,550.44
9/23/19	10190V	2020WC	Invoice: 19-06-3868		10,964.19
		2020WC	Invoice: 19-07-3868		1,586.25
		1020SC	MBK ENGINEERS	12,550.44	
9/25/19	10191	2020WC	Invoice: 19-06-3868	10,964.19	
		2020WC	Invoice: 19-07-3868	1,586.25	
		2020WC	Invoice: 19-08-3868	2,677.50	
		1020SC	MBK ENGINEERS		15,227.94
9/4/19	33770	2020SC	Invoice: 113	11,200.00	
		1020SC	AVRY DOTAN DBA AD CONSULTANTS		11,200.00
9/4/19	33771	2020N	Invoice: 1600-2016-0058-R3	447.25	
		2020SC	Invoice: 1600-2016-0265-R3 EX	597.00	
		2020SC	Invoice: 1600-2016-0265-R3	1,493.00	
		1020SC	CA DEPT OF FISH & WILDLIFE		2,537.25
9/4/19	33772	2020SC	Invoice: 6492571	1,205.12	
		1020SC	TIAA BANK		1,205.12
9/4/19	33773	2020SC	Invoice: 26542	2,411.24	
		2020SC	Invoice: 26543	1,878.25	
		1020SC	GARCIA AND ASSOCIATES		4,289.49
9/4/19	33774	2020SC	Invoice: 1Z196496	54.38	
		1020SC	HORIZON DISTRIBUTORS, INC.		54.38
9/4/19	33775	2020SC	Invoice: 5877774	722.83	
		1020SC	HOSE & FITTINGS, ETC		722.83
9/4/19	33775V	2020SC	Invoice: 5877774		722.83
		1020SC	HOSE & FITTINGS, ETC	722.83	
9/4/19	33776	2020N	Invoice: 0819-3	640.00	
		1020SC	JEFFREY J JANIK		640.00
9/4/19	33777	2020SC	Invoice: C59148	2,635.88	
		1020SC	MECOM EQUIPMENT, LLC		2,635.88
9/4/19	33778	2020SC	Invoice: 281654	22.22	
		2020SC	Invoice: 281731	82.84	
		2020SC	Invoice: 281730	17.78	
		2020SC	Invoice: 281775	70.33	
		2020SC	Invoice: 046774	7.56	
		2020SC	Invoice: 282202	7.07	
		2020SC	Invoice: 282285	73.97	
		2020SC	Invoice: 282601	8.57	
		2020SC	Invoice: 047829	6.48	
		1020SC	PACIFIC ACE HARDWARE		296.82
9/4/19	33779	2020SC	Invoice: 1378	750.00	
		1020SC	ROCK STEADY JUGGLING		750.00
9/4/19	33780	2020SC	Invoice: 21	6,579.53	
		1020SC	TRPA FISH BIOLOGISTS		6,579.53
9/4/19	33781	2020SC	Invoice: 4	2,857.17	
		1020SC	VIC CLAASSEN		2,857.17
9/4/19	33782	2020SC	Invoice: 5877774	596.44	
		1020SC	HOSE & FITTINGS, ETC		596.44
9/6/19	33783	2020SC	Invoice: 2019 FORDF350	57,050.11	
		1020SC	RON DUPRATT FORD		57,050.11
9/10/19	33784	2020SC	Invoice: 220005	245.00	
		1020SC	A & L WESTERN AGRICULTURAL LABS		245.00
9/10/19	33785	2020SC	Invoice: 2191002	8,800.00	
		2020SC	Invoice: 2191003	6,600.00	

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		1020SC	ABSL CONSTRUCTION		15,400.00
9/10/19	33786	2020SC	Invoice: 0627753	1,764.66	
		1020SC	ACWA JOINT POWERS INSURANCE AUTHORITY		1,764.66
9/10/19	33787	2020SC	Invoice: 2754	8,263.03	
		1020SC	AG INNOVATIONS		8,263.03
9/10/19	33788	2020SC	Invoice: 3114172	625.45	
		1020SC	AMERICAN TOWER CORPORATION		625.45
9/10/19	33789	2020SC	Invoice: BA6467	3,832.90	
		2020SC	Invoice: BA6468	2,445.85	
		1020SC	BLANKINSHIP & ASSOCIATES, INC.		6,278.75
9/10/19	33790	2020SC	Invoice: A925455	2,794.00	
		1020SC	BSK ASSOCIATES		2,794.00
9/10/19	33791	2020SC	Invoice: 179757	755.81	
		1020SC	CENTRAL VALLEY EQUIPMENT REPAIR		755.81
9/10/19	33792	2020SC	Invoice: 9332	285.00	
		1020SC	CHAVEZ TRANSPORT, INC.		285.00
9/10/19	33793	2020SC	Invoice: 61226182	771.51	
		1020SC	WEX BANK		771.51
9/10/19	33794	2020SC	Invoice: 5014806007	108.95	
		1020SC	CINTAS CORPORATION		108.95
9/10/19	33795	2020SC	Invoice: 4823570-0008	105.44	
		1020SC	CRESCO EQUIPMENT RENTAL		105.44
9/10/19	33796	2020SC	Invoice: 20172	39,367.90	
		1020SC	EAGLE AERIAL SOLUTIONS		39,367.90
9/10/19	33797	2020SC	Invoice: 4838	27,823.83	
		1020SC	EYASCO, INC.		27,823.83
9/10/19	33798	2020SC	Invoice: REFUND OVERPAYM	2,758.80	
		1020SC	CITY OF FAIRFIELD		2,758.80
9/10/19	33799	2020SC	Invoice: 117162	200.00	
		1020SC	GRANICUS		200.00
9/10/19	33800	2020N	Invoice: 3522640	45.37	
		2020N	Invoice: 1042127	4.08	
		2020N	Invoice: 6512964	60.46	
		2020N	Invoice: 9025192	70.18	
		2020N	Invoice: 9025191	88.62	
		2020N	Invoice: 4613297	269.51	
		1020SC	HOME DEPOT CREDIT SERVICE		538.22
9/10/19	33801	2020SC	Invoice: CL33089	842.68	
		1020SC	INTERSTATE OIL COMPANY		842.68
9/10/19	33802	2020SC	Invoice: SEP 2019 EXEC MTG	100.00	
		1020SC	JOHN D. KLUGE		100.00
9/10/19	33803	2020SC	Invoice: 35248	12,236.50	
		1020SC	LUHDORFF & SCALMANINI		12,236.50
9/10/19	33804	2020SC	Invoice: 540883	140.00	
		1020SC	M&M SANITARY LLC		140.00
9/10/19	33805	2020SC	Invoice: 1643938	1,399.00	
		1020SC	MT. DIABLO RESOURCE RECOVERY		1,399.00
9/10/19	33805V	2020SC	Invoice: 1643938		1,399.00
		1020SC	MT. DIABLO RESOURCE RECOVERY	1,399.00	

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9/10/19	33806	2020SC 1020SC	Invoice: EXP REIMB AUG 2019 PATE, THOMAS	420.59	420.59
9/10/19	33807	2020SC 1020SC	Invoice: 44765683 RECOLOGY VACAVILLE SOLANO	253.75	253.75
9/10/19	33808	2020SC 1020SC	Invoice: 01079045 RECOLOGY HAY ROAD	60.00	60.00
9/10/19	33809	2020U 1020SC	Invoice: 6367 RESOURCE MANAGEMENT ASSOCIATES	6,630.00	6,630.00
9/10/19	33810	2020SC 1020SC	Invoice: 08311943 SHANDAM CONSULTING	19,657.50	19,657.50
9/10/19	33811	2020SC 1020SC	Invoice: EXP REIMB AUG 2019 SNYDER, MARK	173.43	173.43
9/10/19	33812	2020U 1020SC	Invoice: AUG 2019 SOLANO COUNTY FLEET MANAGEMENT	192.98	192.98
9/10/19	33813	2020SC 1020SC	Invoice: 35345 SOUTHWEST ENVIRONMENTAL	35,518.25	35,518.25
9/10/19	33814	2020SC 1020SC	Invoice: SEP 2019 EXEC MTG JAMES SPERING	100.00	100.00
9/10/19	33815	2020SC 2020SC 2020SC 1020SC	Invoice: 61602 Invoice: 61623 Invoice: 61773 SUISUN VALLEY FRUIT GROWERS AS	65.25 104.44 27.11	196.80
9/10/19	33816	2020SC 1020SC	Invoice: 21 THINKING GREEN CONSULTANTS	2,292.82	2,292.82
9/10/19	33817	2020SC 1020SC	Invoice: STACEY TUPPER STACEY TUPPER	345.00	345.00
9/10/19	33818	2020SC 1020SC	Invoice: 1189 WILSON PUBLIC AFFAIRS	3,500.00	3,500.00
9/10/19	33819	2020SC 1020SC	Invoice: 128761 WOOD RODGERS, INC.	5,263.50	5,263.50
9/10/19	33820	2020SC 1020SC	Invoice: 23 YOLO COUNTY RCD	12,438.22	12,438.22
9/10/19	33821	2020SC 1020SC	Invoice: 1643938 MT. DIABLO RESOURCE RECOVERY	1,239.00	1,239.00
9/10/19	33822	2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 0008141 Invoice: 0008139 Invoice: 0008142 Invoice: 0008140 SOLANO IRRIGATION DISTRICT	11,900.08 54,997.69 66.57 126,358.23	193,322.57
9/18/19	33823	2020SC 1020SC	Invoice: 407220-2 ALPHA MEDIA FAR EAST BAY	3,500.00	3,500.00
9/18/19	33824	2020SC 1020SC	Invoice: 19-614 BARTEL ASSOCIATES	1,300.00	1,300.00
9/18/19	33825	2020N 1020SC	Invoice: 17-1032-2-4 CBEC	5,468.75	5,468.75
9/18/19	33826	2020SC 2020SC 1020SC	Invoice: 179765 Invoice: 179769 CENTRAL VALLEY EQUIPMENT REPAIR	638.19 796.37	1,434.56

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9/18/19	33827	2020SC 1020SC	Invoice: 4823570-0009 CRESCO EQUIPMENT RENTAL	6,885.15	6,885.15
9/18/19	33828	2020SC 1020SC	Invoice: 183370 FRONTIER ENERGY	1,605.00	1,605.00
9/18/19	33829	2020SC 1020SC	Invoice: SEP 2019 BOD MTG JOHN D. KLUGE	100.00	100.00
9/18/19	33830	2020SC 2020SC 1020SC	Invoice: 63000456821 Invoice: 63100575096 LES SCHWAB TIRE CENTER	178.82 337.78	516.60
9/18/19	33831	2020SC 1020SC	Invoice: 203535 MARTIN'S METAL FABRICATION &	4,698.03	4,698.03
9/18/19	33832	2020SC 1020SC	Invoice: SEP 2019 BOD MTG ROBERT MCCONNELL	100.00	100.00
9/18/19	33833	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 843544 Invoice: 843565 Invoice: 843522 Invoice: 843656 Invoice: 843781 Invoice: 845545 PISANIS AUTO PARTS	74.55 26.61 19.65 5.98 9.61 27.33	163.73
9/18/19	33833V	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 843544 Invoice: 843565 Invoice: 843522 Invoice: 843656 Invoice: 843781 Invoice: 845545 PISANIS AUTO PARTS		74.55 26.61 19.65 5.98 9.61 27.33
9/18/19	33834	2020SC 1020SC	Invoice: 10051 REGIONAL GOVERNMENT SERVICES	304.10	304.10
9/18/19	33835	2020SC 1020SC	Invoice: SEP 2019 BOD MTG RON ROWLETT	100.00	100.00
9/18/19	33836	2020SC 2020SC 1020SC	Invoice: 001430 Invoice: 001229 SAM'S CLUB	256.96 45.79	302.75
9/18/19	33837	2020SC 1020SC	Invoice: CUST SERV TRAIN SOLANO COUNTY	84.00	84.00
9/18/19	33838	2020SC 1020SC	Invoice: SEP 2019 BOD MTG JAMES SPERING	100.00	100.00
9/18/19	33839	2020SC 1020SC	Invoice: 137700 STERLING MAY EQUIPMENT CO.	1,295.99	1,295.99
9/18/19	33840	2020SC 1020SC	Invoice: 744991 SYAR INDUSTRIES, INC	726.39	726.39
9/18/19	33841	2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 20902-48 Invoice: 20961-39 Invoice: 01-54376035 Invoice: 20961-40 THE REGENTS OF THE UNIVERSITY OF CA	56,709.04 10,677.66 807.00 61,071.69	129,265.39
9/18/19	33842	2020SC 1020SC	Invoice: BAWMRP #28 THINKING GREEN CONSULTANTS	1,500.00	1,500.00
9/18/19	33843	2020SC 1020SC	Invoice: JUL-AUG 2019 CRAIG D. THOMSEN	15,387.00	15,387.00
9/18/19	33844	2020SC 1020SC	Invoice: 3056330 THE TREMONT GROUP, INC.	397.30	397.30

**SOLANO COUNTY WATER AGENCY**  
**Cash Disbursements Journal**  
For the Period From Sep 1, 2019 to Sep 30, 2019

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
9/18/19	33845	2020SC 1020SC	Invoice: CALEB KESLING CALEB KESLING	323.00	323.00
9/18/19	33846	2020SC 1020SC	Invoice: SEP 2019 BOD MTG JOHN VASQUEZ	100.00	100.00
9/18/19	33847	2020SC 1020SC	Invoice: OSV000001870970 VERIZON CONNECT	8.60	8.60
9/18/19	33848	2020SC 1020SC	Invoice: 15912 WINTERS BROADBAND	595.00	595.00
9/18/19	33849	2020SC 1020SC	Invoice: 798509 YELLOW SPRINGS INSTRUMENT CO.	291.26	291.26
9/18/19	33850	2020SC 1020SC	Invoice: 1985201 THE REINALT-THOMAS CORP	553.68	553.68
9/18/19	33851	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 843544 Invoice: 843565 Invoice: 843522 Invoice: 843656 Invoice: 843781 Invoice: 844042 Invoice: 845545 PISANIS AUTO PARTS	74.55 26.61 19.65 5.98 9.61 19.18 27.33	182.91
9/18/19	33852	2020SC 2020SC 1020SC	Invoice: 35353 Invoice: 35354 SOUTHWEST ENVIRONMENTAL	25,449.75 31,709.75	57,159.50
9/18/19	33853	2020SC 2020SC 1020SC	Invoice: AUG 2019 LEG MTG Invoice: AUG 2019 BOD MTG DALE CROSSLEY	100.00 100.00	200.00
9/25/19	33854	2020SC 1020SC	Invoice: 220374 A & L WESTERN AGRICULTURAL LABS	36.00	36.00
9/25/19	33855	2020SC 2020SC 1020SC	Invoice: 43803 Invoice: 43869 AARON'S AUTOMOTIVE	752.16 67.30	819.46
9/25/19	33856	2020SC 2020SC 1020SC	Invoice: EXP REIMB AUG 2019 Invoice: EXP REIM SEPT 2019 JEFF BARICH	37.70 37.70	75.40
9/25/19	33857	2020SC 1020SC	Invoice: CAMILLEBEARD2 CAMILLE BEARD	15.75	15.75
9/25/19	33858	2020SC 2020SC 1020SC	Invoice: 000013624701 Invoice: 000013624746 CALNET3	259.99 164.69	424.68
9/25/19	33859	2020SC 1020SC	Invoice: SEP 2019 BOD MTG DALE CROSSLEY	100.00	100.00
9/25/19	33860	2020SC 2020SC 2020SC 1020SC	Invoice: 19-026-T OCT 2019 Invoice: 20-050-V AUG 2019 Invoice: 19-024-O CT 2019 DEPARTMENT OF WATER RESOURCES	574,598.00 86,012.00 66.00	660,676.00
9/25/19	33861	2020SC 1020SC	Invoice: JUL-AUG 2019 THOMAS MICHAEL HARDESTY	908.90	908.90
9/25/19	33862	2020SC 2020SC 2020SC 1020SC	Invoice: 93382 Invoice: 93774 Invoice: 93775 HERUM \ CRABTREE \ SUNTAG	9,680.31 1,947.69 12,073.23	23,701.23
9/25/19	33863	2020SC 1020SC	Invoice: CL34397 INTERSTATE OIL COMPANY	1,707.55	1,707.55

**SOLANO COUNTY WATER AGENCY**  
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For the Period From Sep 1, 2019 to Sep 30, 2019

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9/25/19	33864	2020SC 1020SC	Invoice: DIANA LOFFS DIANA LOFFS	20.20	20.20
9/25/19	33865	2020SC 1020SC	Invoice: NANETTENELSON2 NANETTE NELSON	42.25	42.25
9/25/19	33866	2020SC 1020SC	Invoice: EXP REIM9.09-9.21.19 JUSTIN PASCUAL	467.60	467.60
9/25/19	33867	2020SC 1020SC	Invoice: 6042 PAT DAVIS DESIGN GROUP, INC	7,600.00	7,600.00
9/25/19	33868	2020SC 1020SC	Invoice: PLEASURECOVE4 PLEASURE COVE MARINA	100.00	100.00
9/25/19	33869	2020SC 1020SC	Invoice: WCP-79 RICHARD HEATH & ASSOCIATES, INC.	3,473.80	3,473.80
9/25/19	33870	2020SC 1020SC	Invoice: COURTNEYSEALE1 COURTNEY SEALE	57.00	57.00
9/25/19	33871	2020SC 1020SC	Invoice: 006492990046OCT 2019 STANDARD INSURANCE COMPANY	1,926.79	1,926.79
9/25/19	33872	2020SC 2020SC 2020SC 1020SC	Invoice: 2342975391 Invoice: 2347341141 Invoice: 2355215261 STAPLES	113.55 108.33 166.36	388.24
9/25/19	33873	2020SC 1020SC	Invoice: 2019 LAIF CONFERENCE STATE TREASURER'S OFFICE	300.00	300.00
9/25/19	33874	2020SC 1020SC	Invoice: 22435 SUMMERS ENGINEERING, INC.	21,552.09	21,552.09
9/25/19	33875	2020SC 1020SC	Invoice: 2019-9-SCWA SUSTAINABLE SOLANO	8,203.40	8,203.40
9/25/19	33876	2020SC 1020SC	Invoice: BLANCHO BRUMFIELD BLANCHO BRUMFIELD	681.00	681.00
9/25/19	33877	2020SC 1020SC	Invoice: SABRINA CHAU SABRINA CHAU	1,000.00	1,000.00
9/25/19	33878	2020SC 1020SC	Invoice: CLYDE HUFF CLYDE HUFF	682.00	682.00
9/25/19	33879	2020SC 1020SC	Invoice: OMAR ALI AKBAR EASLE OMAR ALI AKBAR EASLEY	1,000.00	1,000.00
9/25/19	33880	2020SC 1020SC	Invoice: NORRIS GAY NORRIS GAY	1,000.00	1,000.00
9/25/19	33881	2020SC 1020SC	Invoice: JOHN KIEFER JOHN KIEFER	1,000.00	1,000.00
9/25/19	33882	2020SC 1020SC	Invoice: CHRISTOPHER MAUN CHRISTOPHER MAUN	1,000.00	1,000.00
9/25/19	33883	2020SC 1020SC	Invoice: RAY SHIMIEH RAY SHAMIEH	1,562.00	1,562.00
9/25/19	33884	2020SC 1020SC	Invoice: SOCORRO SOLIS SOCORRO SOLIS	1,000.00	1,000.00
9/25/19	33885	2020SC 1020SC	Invoice: VIRGINIA WATSON VIRGINIA WATSON	1,000.00	1,000.00
9/25/19	33886	2020SC 2020SC 1020SC	Invoice: 9836932060 Invoice: 9837469546 VERIZON WIRELESS	3,069.05 328.81	3,397.86
9/25/19	ASHLEY AUG 2019	2020SC	Invoice: ASHLEY AUG 2019	278.43	

**SOLANO COUNTY WATER AGENCY**  
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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		1020SC	UMPQUA BANK		278.43
9/25/19	BARICH AUG 2019	2020SC 1020SC	Invoice: BARICH AUG 2019 UMPQUA BANK	253.94	253.94
9/25/19	COLIAS AUG 2019	2020SC 1020SC	Invoice: COLIAS AUG 2019 UMPQUA BANK	1,767.40	1,767.40
9/25/19	CRUZ AUG 2019	2020SC 1020SC	Invoice: CRUZ AUG 2019 UMPQUA BANK	826.11	826.11
9/25/19	CUETARA AUG 2019	2020SC 1020SC	Invoice: CUETARA AUG 2019 UMPQUA BANK	707.29	707.29
9/12/19	EFT	6111AC 6111AC	FSA PARTICIPANT FEE - SEP 2019 STRATUS TIME ADMIN - SEP 2019	130.00 391.44	
		1020SC	PAYCHEX, INC.		521.44
9/13/19	EFT	1020SC	CALPERS		
9/13/19	EFT	2020SC 1020SC	Invoice: PEPRA 09.06.19 CALPERS	3,150.45	3,150.45
9/13/19	EFT	2020SC 1020SC	Invoice: PPE 09.06.19 CALPERS	9,708.20	9,708.20
9/13/19	EFT	2020SC 1020SC	Invoice: SIP PPE 09.06.19 CALPERS	4,593.17	4,593.17
9/27/19	EFT	2020SC 1020SC	Invoice: SIP PPE 09.21.19 CALPERS	4,593.17	4,593.17
9/27/19	EFT	2020SC 1020SC	Invoice: PPE 09.21.19 CALPERS	9,708.20	9,708.20
9/27/19	EFT	2020SC 1020SC	Invoice: PEPRA PPE 09.21.19 CALPERS	3,102.55	3,102.55
9/6/19	EFT 9.6.19	2020SC 1020SC	Invoice: SEPTEM 2019 HEALTH CALPERS	23,445.08	23,445.08
9/13/19	EFT 09.06.19	2024AC 6012AC 1020SC	EMPLOYER LIABILITIES PPE 09.06.19 EMPLOYEE LIABILITIES PPE 09.06.19 PAYROLL TAXES	18,833.02  2,826.62	21,659.64
9/13/19	EFT 09.13.19	2020SC 1020SC	Invoice: 2019091101 PAYCHEX, INC.	243.80	243.80
9/13/19	EFT 9.13.19	2020SC 1020SC	Invoice: 100000015780171 CALPERS	700.00	700.00
9/25/19	FEHRENKAMP AUG 2019	2020SC 1020SC	Invoice: FEHRENKAMP AUG 2019 UMPQUA BANK	1,257.23	1,257.23
9/25/19	FLORENDO AUG 2019	2020N 1020SC	Invoice: FLORENDO AUG 2019 UMPQUA BANK	465.93	465.93
9/25/19	HERR AUG 2019	2020SC 1020SC	Invoice: HERR AUG 2019 UMPQUA BANK	53.57	53.57
9/25/19	HYER AUG 2019	2020N 1020SC	Invoice: HYER AUG 2019 UMPQUA BANK	344.28	344.28
9/25/19	JONES AUG 2019	2020SC 1020SC	Invoice: JONES AUG 2019 UMPQUA BANK	551.13	551.13
9/25/19	LEE AUG 2019	2020SC 1020SC	Invoice: LEE AUG 2019 UMPQUA BANK	1,706.95	1,706.95
9/25/19	MAROVICH AUG 2019	2020SC 1020SC	Invoice: MAROVICH AUG 2019 UMPQUA BANK	162.80	162.80
9/25/19	NGUYEN AUG 2019	2020SC	Invoice: NGUYEN AUG 2019	720.76	

**SOLANO COUNTY WATER AGENCY**  
**Cash Disbursements Journal**  
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		1020SC	UMPQUA BANK		720.76
9/25/19	PASCUAL AUG 2019	2020SC	Invoice: PASCUAL AUG 2019	1,203.67	
		1020SC	UMPQUA BANK		1,203.67
9/25/19	PATE AUG 2019	2020SC	Invoice: PATE AUG 2019	251.28	
		1020SC	UMPQUA BANK		251.28
9/21/19	PPE 09.21.19	6012AC	EMPLOYER LIABILITIES PPE 09.29.19	2,810.03	
		2024AC	EMPLOYEE LIABILITIES PPE 09.21.19	18,758.49	
		1020SC	PAYROLL TAXES		21,568.52
9/25/19	SANFORD AUG 2019	2020SC	Invoice: SANFORD AUG 2019	7.50	
		1020SC	UMPQUA BANK		7.50
9/25/19	SNYDER AUG 2019	2020SC	Invoice: SNYDER AUG 2019	1,350.77	
		1020SC	UMPQUA BANK		1,350.77
9/25/19	WILLINGMYRE AUG 2019	2020SC	Invoice: WILLINGMYRE AUG 2019	480.00	
		1020SC	UMPQUA BANK		480.00
	Total			<u>1,634,389.49</u>	<u>1,634,389.49</u>



**ACTION OF  
SOLANO COUNTY WATER AGENCY**

**DATE:**       **October 10, 2019**

**SUBJECT:**   **Financial Report Approval**

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**RECOMMENDATION:**


Approve the quarterly Income Statement and Balance Sheet for the period ending September 2019.

**FINANCIAL IMPACT:**

All revenues and expenditures are reported within previously approved budget amounts.

**BACKGROUND:**

The Water Agency auditor has recommended that the Board of Directors receive quarterly financial reports. Attached are the Income Statement and the Balance Sheet of the Water Agency for the period ending September 30, 2019. Additional backup information is available upon request.

Recommended:   
Roland Sanford, General Manager

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

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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 Oct 10, 2019 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

SOLANO COUNTY WATER AGENCY  
Year to Date Income Statement  
Compared with Budget and Last Year  
For the Three Months Ending September 30, 2019

		Current Year Actual	Current Year Budget	Variance Amount	Variance Percent	Last Year Actual	Change from Last Year	Percent Change
Revenues								
4001G	SECURED	\$ 0.00	\$ 79,820.00	(79,820.00)	(100.00)	\$ 0.00	0.00	0.00
4001N	SECURED	0.00	14,869,530.00	(14,869,530.00)	(100.00)	0.00	0.00	0.00
4001SC	SECURED	0.00	8,014,140.00	(8,014,140.00)	(100.00)	0.00	0.00	0.00
4001U	SECURED	0.00	1,090,490.00	(1,090,490.00)	(100.00)	0.00	0.00	0.00
4002G	UNSECURED	0.00	7,900.00	(7,900.00)	(100.00)	0.00	0.00	0.00
4002N	UNSECURED	0.00	337,740.00	(337,740.00)	(100.00)	0.00	0.00	0.00
4002SC	UNSECURED	0.00	347,180.00	(347,180.00)	(100.00)	0.00	0.00	0.00
4002U	UNSECURED	0.00	46,720.00	(46,720.00)	(100.00)	0.00	0.00	0.00
4004G	CURRENT SUPPLEMENTAL	0.00	1,520.00	(1,520.00)	(100.00)	0.00	0.00	0.00
4004N	CURRENT SUPPLEMENTAL	0.00	369,620.00	(369,620.00)	(100.00)	0.00	0.00	0.00
4004SC	CURRENT SUPPLEMENTAL	0.00	217,630.00	(217,630.00)	(100.00)	0.00	0.00	0.00
4004U	CURRENT SUPPLEMENTAL	0.00	32,720.00	(32,720.00)	(100.00)	0.00	0.00	0.00
4100N	WATER SALES	0.00	1,560,101.00	(1,560,101.00)	(100.00)	0.00	0.00	0.00
4100SC	WATER SALES	28,512.00	65,000.00	(36,488.00)	(56.14)	0.00	28,512.00	0.00
4102N	COST OF POWER TO PUMP NBA	0.00	50,000.00	(50,000.00)	(100.00)	0.00	0.00	0.00
4103N	CONVEYANCE SETTLEMENT	0.00	100,000.00	(100,000.00)	(100.00)	0.00	0.00	0.00
4110N	NAPA MAKE WHOLE	0.00	312,000.00	(312,000.00)	(100.00)	0.00	0.00	0.00
4120N	SWP ADJUSTMENTS	38,055.83	525,000.00	(486,944.17)	(92.75)	2,753.00	35,302.83	1,282.34
4122N	PROP 84 INTAKE GRANT	0.00	345,000.00	(345,000.00)	(100.00)	0.00	0.00	0.00
4150SC	EQUIPMENT DISTRIBUTION REIM	0.00	50,000.00	(50,000.00)	(100.00)	7,265.00	(7,265.00)	(100.00)
4150U	EQUIPMENT DISTRIBUTION REIM	0.00	0.00	0.00	0.00	9,664.00	(9,664.00)	(100.00)
4402WC	INTEREST - MONEY MGMT	4.70	5.00	(0.30)	(6.00)	1.98	2.72	137.37
4403SC	INTEREST - CHECKING	44.80	200.00	(155.20)	(77.60)	51.86	(7.06)	(13.61)
4404G	INTEREST - LAIF - GREEN VALLEY	0.00	1,000.00	(1,000.00)	(100.00)	214.15	(214.15)	(100.00)
4404N	INTEREST - LAIF - SWP	0.00	60,000.00	(60,000.00)	(100.00)	12,154.19	(12,154.19)	(100.00)
4404SC	INTEREST - LAIF - SP	0.00	90,000.00	(90,000.00)	(100.00)	18,443.39	(18,443.39)	(100.00)
4404U	INTEREST - LAIF - ULATIS	0.00	25,000.00	(25,000.00)	(100.00)	5,865.21	(5,865.21)	(100.00)
4405G	INTEREST - CAMP - GREEN VALLE	532.84	3,000.00	(2,467.16)	(82.24)	792.25	(259.41)	(32.74)
4405N	INTEREST - CAMP - SWP	52,706.88	185,000.00	(132,293.12)	(71.51)	44,965.90	7,740.98	17.22
4405SC	INTEREST - CAMP - SP	47,594.36	275,000.00	(227,405.64)	(82.69)	68,233.58	(20,639.22)	(30.25)
4405U	INTEREST - CAMP - ULATIS	17,720.95	70,000.00	(52,279.05)	(74.68)	21,699.09	(3,978.14)	(18.33)
4407G	INTEREST INVESTMENT	76.09	500.00	(423.91)	(84.78)	125.44	(49.35)	(39.34)
4407N	INTEREST - INVESTMENTS	7,526.93	30,000.00	(22,473.07)	(74.91)	7,119.49	407.44	5.72
4407SC	INTEREST - INVESTMENTS	6,796.82	42,000.00	(35,203.18)	(83.82)	10,803.48	(4,006.66)	(37.09)
4407U	INTEREST - INVESTMENTS	2,530.68	12,000.00	(9,469.32)	(78.91)	3,435.65	(904.97)	(26.34)

SOLANO COUNTY WATER AGENCY  
Year to Date Income Statement  
Compared with Budget and Last Year  
For the Three Months Ending September 30, 2019

	Current Year	Current Year	Variance	Variance	Last Year	Change from	Percent
	Actual	Budget	Amount	Percent	Actual	Last Year	Change
4507G HOMEOWNER RELIEF	0.00	1,300.00	(1,300.00)	(100.00)	0.00	0.00	0.00
4507N HOMEOWNER RELIEF	0.00	81,880.00	(81,880.00)	(100.00)	0.00	0.00	0.00
4507SC HOMEOWNER RELIEF	0.00	70,440.00	(70,440.00)	(100.00)	0.00	0.00	0.00
4507U HOMEOWNER RELIEF	0.00	10,370.00	(10,370.00)	(100.00)	0.00	0.00	0.00
4600SC REDEVELOPMENT - DIX/RV	0.00	66,940.00	(66,940.00)	(100.00)	0.00	0.00	0.00
4601SC REDEVELOP - VACAVILLE	0.00	614,950.00	(614,950.00)	(100.00)	0.00	0.00	0.00
4601U REDEVELOP - VACAVILLE	0.00	352,290.00	(352,290.00)	(100.00)	0.00	0.00	0.00
4602G REDEVELOP - FAIRFIELD	0.00	71,920.00	(71,920.00)	(100.00)	0.00	0.00	0.00
4602SC REDEVELOP - FAIRFIELD	0.00	833,150.00	(833,150.00)	(100.00)	0.00	0.00	0.00
4603SC REDEVELOP - SUISUN CITY	0.00	296,550.00	(296,550.00)	(100.00)	0.00	0.00	0.00
4605SC REDEVELOP - N. TEXAS	0.00	49,540.00	(49,540.00)	(100.00)	0.00	0.00	0.00
4702SC BOATING AND WATERWAYS	0.00	125,000.00	(125,000.00)	(100.00)	0.00	0.00	0.00
4705SC USBR Grant	0.00	137,000.00	(137,000.00)	(100.00)	0.00	0.00	0.00
4900AC MISCELLANEOUS INCOME	1,195.00	0.00	1,195.00	0.00	0.00	1,195.00	0.00
4900N MISC INCOME	8,699.96	17,240.00	(8,540.04)	(49.54)	8,620.36	79.60	0.92
4900SC MISCELLANEOUS INCOME	8,785.81	17,240.00	(8,454.19)	(49.04)	8,620.37	165.44	1.92
4922SC GREENHOUSE REVENUES	280.00	10,000.00	(9,720.00)	(97.20)	0.00	280.00	0.00
4930U O&M - OTHER AGENCIES	0.00	7,000.00	(7,000.00)	(100.00)	0.00	0.00	0.00
4940AC OVERHEAD DISTRIBUTION REIMI	0.00	5,869,753.00	(5,869,753.00)	(100.00)	960,041.51	(960,041.51)	(100.00)
4960WC WATERMASTER INCOME	75.52	4,600.00	(4,524.48)	(98.36)	39.09	36.43	93.20
4970AC WATER CONSERVATION REIMBU	0.00	170,000.00	(170,000.00)	(100.00)	0.00	0.00	0.00
4972AC BAY AREA IRWMP GRANT	2,607.95	75,000.00	(72,392.05)	(96.52)	0.01	2,607.94	26,079,400.00
4973AC OTHER GRANTS	0.00	160,000.00	(160,000.00)	(100.00)	0.00	0.00	0.00
4978SC LPCCC SERVICES	0.00	410,000.00	(410,000.00)	(100.00)	0.00	0.00	0.00
4993SC LPCCC-PROP 1	0.00	200,000.00	(200,000.00)	(100.00)	0.00	0.00	0.00
4994SC LPCCC-COASTAL CONSERVANCY	0.00	25,000.00	(25,000.00)	(100.00)	0.00	0.00	0.00
4995SC LPCCC-IRWM	0.00	100,000.00	(100,000.00)	(100.00)	0.00	0.00	0.00
Total Revenues	223,747.12	38,992,979.00	(38,769,231.88)	(99.43)	1,190,909.00	(967,161.88)	(81.21)
Cost of Sales							
Total Cost of Sales	0.00	0.00	0.00	0.00	0.00	0.00	0.00

SOLANO COUNTY WATER AGENCY  
Year to Date Income Statement  
Compared with Budget and Last Year  
For the Three Months Ending September 30, 2019

	Current Year Actual	Current Year Budget	Variance Amount	Variance Percent	Last Year Actual	Change from Last Year	Percent Change
Gross Profit	223,747.12	38,992,979.00	(38,769,231.88)	(99.43)	1,190,909.00	(967,161.88)	(81.21)
Expenses							
5500AC CAPITAL EXPENDITURES	212,201.39	829,250.00	(617,048.61)	(74.41)	51,336.67	160,864.72	313.35
5500G CAPITAL EXPENDITURES	0.00	28,750.00	(28,750.00)	(100.00)	0.00	0.00	0.00
5500N CAPITAL EXPENDITURES	0.00	456,250.00	(456,250.00)	(100.00)	0.00	0.00	0.00
5500SC CAPITAL EXPENDITURES	75,336.17	2,188,250.00	(2,112,913.83)	(96.56)	94,293.75	(18,957.58)	(20.10)
5500U CAPITAL EXPENDITURES	0.00	418,500.00	(418,500.00)	(100.00)	0.00	0.00	0.00
6010AC GROSS SALARIES	608,851.39	2,862,500.00	(2,253,648.61)	(78.73)	563,746.69	45,104.70	8.00
6011AC PERS RETIREMENT	143,043.03	385,500.00	(242,456.97)	(62.89)	139,240.10	3,802.93	2.73
6012AC PAYROLL TAXES	28,641.47	141,400.00	(112,758.53)	(79.74)	26,004.64	2,636.83	10.14
6013AC EMPLOYEE BENEFITS	83,133.59	332,700.00	(249,566.41)	(75.01)	60,831.41	22,302.18	36.66
6016AC OPEB/PENSION UNFUNDED EXPEN	0.00	750,000.00	(750,000.00)	(100.00)	0.00	0.00	0.00
6030AC TELEPHONE	5,086.22	51,700.00	(46,613.78)	(90.16)	5,051.75	34.47	0.68
6040AC OFFICE EXPENSE	3,865.12	30,250.00	(26,384.88)	(87.22)	5,107.71	(1,242.59)	(24.33)
6041AC OFFICE EQUIPMENT	4,428.57	33,750.00	(29,321.43)	(86.88)	8,703.98	(4,275.41)	(49.12)
6042AC SAFETY TRAINING & EQUIPMENT	3,097.34	16,500.00	(13,402.66)	(81.23)	2,518.96	578.38	22.96
6043AC OFFICE HELP - TEMPORARY	0.00	10,000.00	(10,000.00)	(100.00)	0.00	0.00	0.00
6044AC HR -EMPLOYEE SUPPORT	6,386.14	101,500.00	(95,113.86)	(93.71)	33,013.45	(26,627.31)	(80.66)
6045AC LAUNDRY	7,775.21	0.00	7,775.21	0.00	0.00	7,775.21	0.00
6050AC POSTAGE	2,131.74	7,000.00	(4,868.26)	(69.55)	2,096.84	34.90	1.66
6060AC SID OFFICE EXPENSE	8,032.51	65,175.00	(57,142.49)	(87.68)	16,221.72	(8,189.21)	(50.48)
6090AC MEMBERSHIPS	10,567.29	71,775.00	(61,207.71)	(85.28)	11,762.33	(1,195.04)	(10.16)
6090N SWC DUES	93,375.00	118,700.00	(25,325.00)	(21.34)	63,790.00	29,585.00	46.38
6100G PPTY TAX ADMIN FEE	0.00	1,200.00	(1,200.00)	(100.00)	0.00	0.00	0.00
6100SC PPTY TAX ADMIN FEE	0.00	100,000.00	(100,000.00)	(100.00)	0.00	0.00	0.00
6100U PPTY TAX ADMIN FEE	0.00	15,000.00	(15,000.00)	(100.00)	0.00	0.00	0.00
6105N PETERSEN RANCH EXPENSES	0.00	77,500.00	(77,500.00)	(100.00)	0.00	0.00	0.00
6105SC PETERSEN RANCH EXPENSES	4,419.19	95,000.00	(90,580.81)	(95.35)	9,591.77	(5,172.58)	(53.93)
6111AC PS - PAYROLL SERVICES	2,359.54	12,550.00	(10,190.46)	(81.20)	2,651.90	(292.36)	(11.02)
6112AC PS - COMPUTER SERVICES	121,917.81	613,400.00	(491,482.19)	(80.12)	144,743.60	(22,825.79)	(15.77)
6115AC TALENT DECISION MONITORING	9,240.00	13,900.00	(4,660.00)	(33.53)	8,216.66	1,023.34	12.45
6128AC GOVERNMENTAL ADVOCACY	7,000.00	140,000.00	(133,000.00)	(95.00)	32,850.00	(25,850.00)	(78.69)
6128N GOVERNMENTAL ADVOCACY	0.00	25,000.00	(25,000.00)	(100.00)	0.00	0.00	0.00
6130SC LPCCC - VEGETATION	1,598.43	14,417.00	(12,818.57)	(88.91)	10,903.52	(9,305.09)	(85.34)

SOLANO COUNTY WATER AGENCY  
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For the Three Months Ending September 30, 2019

		Current Year Actual	Current Year Budget	Variance Amount	Variance Percent	Last Year Actual	Change from Last Year	Percent Change
6140AC	CONSULTANTS	19,440.92	497,907.00	(478,466.08)	(96.10)	78,755.56	(59,314.64)	(75.31)
6140G	CONSULTANTS	0.00	37,500.00	(37,500.00)	(100.00)	0.00	0.00	0.00
6140N	CONSULTANTS	7,551.00	216,000.00	(208,449.00)	(96.50)	9,557.05	(2,006.05)	(20.99)
6140SC	CONSULTANTS	31,600.00	714,200.00	(682,600.00)	(95.58)	16,235.64	15,364.36	94.63
6140U	CONSULTANTS	10,375.00	242,000.00	(231,625.00)	(95.71)	1,576.92	8,798.08	557.93
6144AC	HYDROLOGY STATIONS	26,632.94	32,000.00	(5,367.06)	(16.77)	3,628.66	23,004.28	633.96
6144N	HYDROLOGY STATIONS	3,809.99	37,000.00	(33,190.01)	(89.70)	11,425.50	(7,615.51)	(66.65)
6144SC	HYDROLOGY STATIONS	38,174.80	85,000.00	(46,825.20)	(55.09)	4,913.48	33,261.32	676.94
6144U	HYDROLOGY STATIONS	143.51	15,000.00	(14,856.49)	(99.04)	408.70	(265.19)	(64.89)
6148SC	LPCCC - WILDLIFE	0.00	79,291.00	(79,291.00)	(100.00)	77,036.00	(77,036.00)	(100.00)
6149SC	LPCCC - FISHERIES	0.00	79,291.00	(79,291.00)	(100.00)	7,299.42	(7,299.42)	(100.00)
6161N	WATERSHED PROGRAM	3,453.81	198,100.00	(194,646.19)	(98.26)	3,676.73	(222.92)	(6.06)
6161SC	SOLANO PROJECT WQ MONITORI	4,135.40	30,000.00	(25,864.60)	(86.22)	177.35	3,958.05	2,231.77
6164SC	SOLANO PROJECT INVASIVES	0.00	201,552.00	(201,552.00)	(100.00)	0.00	0.00	0.00
6165N	Yolo Bypass/Cache Slough Progr	23,103.43	775,000.00	(751,896.57)	(97.02)	12,552.48	10,550.95	84.05
6166SC	UPPER PUTAH CREEK MGMT	12,970.08	355,500.00	(342,529.92)	(96.35)	2,510.41	10,459.67	416.65
6170SC	INTER-DAM REACH MANAGEMEN	0.00	55,000.00	(55,000.00)	(100.00)	0.00	0.00	0.00
6170WC	MBK	4,263.75	75,000.00	(70,736.25)	(94.32)	9,391.00	(5,127.25)	(54.60)
6179SC	LPCCC SERVICES	7,836.53	730,000.00	(722,163.47)	(98.93)	31,911.13	(24,074.60)	(75.44)
6181SC	LPCCC EQUIPMENT	14,943.20	20,000.00	(5,056.80)	(25.28)	18,298.53	(3,355.33)	(18.34)
6183SC	LPCCC NURSERY	1,124.63	45,000.00	(43,875.37)	(97.50)	2,161.45	(1,036.82)	(47.97)
6193SC	LPCCC-PROP 1	10,308.05	200,000.00	(189,691.95)	(94.85)	37,219.00	(26,910.95)	(72.30)
6195SC	LPCCC-CA RIVER PRKWY V	0.00	0.00	0.00	0.00	237,156.79	(237,156.79)	(100.00)
6196SC	LPCCC-COASTAL CONSERVANCY	0.00	25,000.00	(25,000.00)	(100.00)	200.00	(200.00)	(100.00)
6197SC	LPCCC-IRWM	35,857.81	100,000.00	(64,142.19)	(64.14)	30,371.41	5,486.40	18.06
6199SC	LPCCC MISC. SUPPLIES	4,445.89	27,000.00	(22,554.11)	(83.53)	10,513.83	(6,067.94)	(57.71)
6210AC	BOARD EXPENSES	5,637.05	35,000.00	(29,362.95)	(83.89)	6,742.75	(1,105.70)	(16.40)
6230SC	FIELD SUPPLIES	5,589.48	55,000.00	(49,410.52)	(89.84)	30,028.97	(24,439.49)	(81.39)
6230WC	MISC WATERMASTER EXP	20.00	240.00	(220.00)	(91.67)	60.00	(40.00)	(66.67)
6250SC	HCP PLANNING	57,124.17	3,477,000.00	(3,419,875.83)	(98.36)	58,519.95	(1,395.78)	(2.39)
6300AC	CAR MAINTENANCE	3,465.97	29,100.00	(25,634.03)	(88.09)	4,046.48	(580.51)	(14.35)
6310AC	FUEL	9,121.23	34,000.00	(24,878.77)	(73.17)	6,880.43	2,240.80	32.57
6320U	GARAGE SERVICES	1,706.04	15,000.00	(13,293.96)	(88.63)	959.80	746.24	77.75
6330AC	TRAVEL	3,313.77	7,000.00	(3,686.23)	(52.66)	2,823.91	489.86	17.35
6340AC	EMPLOYEE REIMBURSEMENTS	126.94	12,000.00	(11,873.06)	(98.94)	3,240.38	(3,113.44)	(96.08)
6350AC	INSURANCE	16,398.73	61,124.00	(44,725.27)	(73.17)	15,272.60	1,126.13	7.37

SOLANO COUNTY WATER AGENCY  
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		Current Year Actual	Current Year Budget	Variance Amount	Variance Percent	Last Year Actual	Change from Last Year	Percent Change
6360AC	EDUCATION & TRAINING	4,721.46	65,000.00	(60,278.54)	(92.74)	5,209.77	(488.31)	(9.37)
6410AC	COMP SOFTWARE/EQUIP	3,283.48	96,570.00	(93,286.52)	(96.60)	21,602.15	(18,318.67)	(84.80)
6550AC	SCWA Water Mgt Planning	0.00	300,000.00	(300,000.00)	(100.00)	0.00	0.00	0.00
6551AC	WATER CONSERVATION	258,029.80	746,750.00	(488,720.20)	(65.45)	211,572.97	46,456.83	21.96
6551N	WATER CONSERVATION	0.00	406,750.00	(406,750.00)	(100.00)	0.00	0.00	0.00
6554AC	MISC. WATER CONSERVATION GF	23,290.00	0.00	23,290.00	0.00	17,347.36	5,942.64	34.26
6600AC	MELLON LEVEE	31.73	20,000.00	(19,968.27)	(99.84)	0.00	31.73	0.00
6600SC	PSC MAINTENANCE	93,547.29	1,045,000.00	(951,452.71)	(91.05)	77,293.65	16,253.64	21.03
6610AC	FLOOD CONTROL	22,100.81	1,487,500.00	(1,465,399.19)	(98.51)	9,397.50	12,703.31	135.18
6611AC	GROUND WATER MANAGEMENT	48,424.98	484,500.00	(436,075.02)	(90.01)	28,647.62	19,777.36	69.04
6612AC	PUBLIC EDUCATION	0.00	115,000.00	(115,000.00)	(100.00)	97.30	(97.30)	(100.00)
6614AC	SOLANO SUB-BASIN GSA	0.00	20,000.00	(20,000.00)	(100.00)	350,000.00	(350,000.00)	(100.00)
6620G	LABOR	0.00	50,000.00	(50,000.00)	(100.00)	0.00	0.00	0.00
6620SC	LOWER PUTAH CREEK(NON-ACCC	167,323.20	670,000.00	(502,676.80)	(75.03)	176,770.27	(9,447.07)	(5.34)
6620U	LABOR	0.00	400,000.00	(400,000.00)	(100.00)	0.00	0.00	0.00
6630SC	SP ADMINISTRATION	195,131.37	1,102,000.00	(906,868.63)	(82.29)	191,884.40	3,246.97	1.69
6640SC	PSC OPERATIONS	48,312.21	350,000.00	(301,687.79)	(86.20)	41,789.14	6,523.07	15.61
6645SC	DAM MAINTENANCE	1,083.66	64,000.00	(62,916.34)	(98.31)	3,507.77	(2,424.11)	(69.11)
6646SC	DAM OPERATIONS	42,082.90	285,000.00	(242,917.10)	(85.23)	40,566.00	1,516.90	3.74
6650G	WEED CONTROL	0.00	6,000.00	(6,000.00)	(100.00)	0.00	0.00	0.00
6650U	SP PEST MANAGEMENT	33,908.80	60,000.00	(26,091.20)	(43.49)	27,885.10	6,023.70	21.60
6660G	EQUIP - TRANS DEPT	0.00	8,000.00	(8,000.00)	(100.00)	0.00	0.00	0.00
6660U	EQUIP - TRANS DEPT	6,600.00	100,000.00	(93,400.00)	(93.40)	0.00	6,600.00	0.00
6670G	SUPPLIES	0.00	2,000.00	(2,000.00)	(100.00)	0.00	0.00	0.00
6670U	SUPPLIES	1,087.36	83,500.00	(82,412.64)	(98.70)	5,470.15	(4,382.79)	(80.12)
6675G	CONTRACT WORK	0.00	15,000.00	(15,000.00)	(100.00)	19,350.00	(19,350.00)	(100.00)
6675U	CONTRACT WORK	0.00	40,000.00	(40,000.00)	(100.00)	0.00	0.00	0.00
6680G	TRANS DEPT OVERHEAD	0.00	15,000.00	(15,000.00)	(100.00)	0.00	0.00	0.00
6680U	TRANS DEPT OVERHEAD	0.00	145,000.00	(145,000.00)	(100.00)	0.00	0.00	0.00
6690SC	REHAB & BETTERMENT	40,046.92	995,000.00	(954,953.08)	(95.98)	7,261.37	32,785.55	451.51
6690U	REHAB & BETTERMENT	0.00	20,000.00	(20,000.00)	(100.00)	0.00	0.00	0.00
6700N	WATER PURCHASES	4,760,936.00	12,873,150.00	(8,112,214.00)	(63.02)	4,037,655.00	723,281.00	17.91
6700SC	USBR ADMINISTRATION	0.00	75,000.00	(75,000.00)	(100.00)	0.00	0.00	0.00
6701SC	WATER RIGHTS FEE	0.00	85,000.00	(85,000.00)	(100.00)	0.00	0.00	0.00
6710N	NAPA MAKE WHOLE	0.00	312,000.00	(312,000.00)	(100.00)	0.00	0.00	0.00
6950AC	LABOR COSTS	0.00	367,744.00	(367,744.00)	(100.00)	95,719.07	(95,719.07)	(100.00)

SOLANO COUNTY WATER AGENCY  
Year to Date Income Statement  
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For the Three Months Ending September 30, 2019

		Current Year	Current Year	Variance	Variance	Last Year	Change from	Percent
		Actual	Budget	Amount	Percent	Actual	Last Year	Change
6950G	LABOR COSTS	0.00	41,165.00	(41,165.00)	(100.00)	2,391.06	(2,391.06)	(100.00)
6950N	LABOR COSTS	0.00	579,945.00	(579,945.00)	(100.00)	66,947.40	(66,947.40)	(100.00)
6950SC	LABOR COSTS	0.00	1,442,289.00	(1,442,289.00)	(100.00)	241,207.69	(241,207.69)	(100.00)
6950U	LABOR COSTS	0.00	69,986.00	(69,986.00)	(100.00)	10,788.75	(10,788.75)	(100.00)
6951AC	INTRA-FUND TRANSFER	0.00	(882,586.00)	882,586.00	(100.00)	(223,299.42)	223,299.42	(100.00)
6952AC	OVERHEAD EXPENSES	0.00	514,842.00	(514,842.00)	(100.00)	127,580.34	(127,580.34)	(100.00)
6952G	OVERHEAD EXPENSES	0.00	65,130.00	(65,130.00)	(100.00)	3,964.69	(3,964.69)	(100.00)
6952N	OVERHEAD EXPENSES	0.00	924,423.00	(924,423.00)	(100.00)	96,583.50	(96,583.50)	(100.00)
6952SC	OVERHEAD EXPENSES	0.00	2,719,949.00	(2,719,949.00)	(100.00)	448,638.94	(448,638.94)	(100.00)
6952U	OVERHEAD EXPENSES	0.00	112,980.00	(112,980.00)	(100.00)	17,152.43	(17,152.43)	(100.00)
6990AC	CONTINGENCY	0.00	80,000.00	(80,000.00)	(100.00)	0.00	0.00	0.00
6990G	CONTINGENCY	0.00	5,000.00	(5,000.00)	(100.00)	0.00	0.00	0.00
6990N	CONTINGENCY	0.00	40,000.00	(40,000.00)	(100.00)	0.00	0.00	0.00
6990SC	CONTINGENCY	0.00	90,000.00	(90,000.00)	(100.00)	0.00	0.00	0.00
6990U	CONTINGENCY	0.00	50,000.00	(50,000.00)	(100.00)	0.00	0.00	0.00
Total Expenses		<u>7,555,103.24</u>	<u>47,368,809.00</u>	<u>(39,813,705.76)</u>	(84.05)	<u>8,189,211.73</u>	<u>(634,108.49)</u>	(7.74)
Net Income		<u>(\$ 7,331,356.12)</u>	<u>(\$ 8,375,830.00)</u>	<u>1,044,473.88</u>	(12.47)	<u>(\$6,998,302.73)</u>	<u>(333,053.39)</u>	4.76

## SOLANO COUNTY WATER AGENCY

## Balance Sheet

September 30, 2019

## ASSETS

## Current Assets

			ADMIN/SP/WC	SWP(N)	U	GV
1000SC	PERSHING	31,891.57	\$ 31,891.57			
1010WC	MONEY MGMT - WATERMASTER	33,555.27	33,555.27			
1020G	CHECKING - GREEN V	(163,011.72)	(10,910,227.18)	8,871,743.88	1,806,728.96	68,742.62
1030G	LAIF - GREEN VALLEY	7,955,321.06	4,245,649.70	2,553,860.57	1,125,406.78	30,404.01
1040G	CAMP - GREEN VALLEY	27,803,736.50	15,979,557.18	8,140,156.48	3,587,113.32	96,909.52
1050SC	CERTIFICATES OF DEPOSIT	4,980,248.20	2,449,302.19	1,743,853.69	766,291.37	20,800.95
1060SC	PETTY CASH	125.14	125.14			
1210SC	ACCOUNTS RECEIVABLE - SP/ADMIN	1,652,568.03	1,652,568.03			
1225AC	RETENTION RECEIVABLE	119,028.45	119,028.45			
1400AC	PREPAID	37,589.21	37,589.21			
1415AC	INVENTORY-WATER CONSERVATION S	39,091.48	39,091.48			
	Total Current Assets	42,490,143.19	13,678,131.04	21,309,614.62	7,285,540.43	216,857.10
	Total Assets	\$ 42,490,143.19	\$ 13,678,131.04	\$ 21,309,614.62	\$ 7,285,540.43	\$ 216,857.10

## LIABILITIES AND CAPITAL

## Current Liabilities

2010N	UNEARNED INCOME-SWP	449,481.00	18,981.00		430,500.00	
2020N	ACCOUNTS PAYABLE-SWP	217,232.68	103,466.79	89,479.45	24,286.44	
2023AC	EMPLOYEE BENEFITS PAYABLE	10,597.33	10,597.33			
2024AC	PAYROLL TAXES PAYABLE	-0.03	(0.03)			
2025SC	SALES TAX PAYABLE	8,231.60	8,231.60			
2110SC	WESTSIDE IRWMP PREFUNDED ADMIN	43,100.56	43,100.56			
	Total Current Liabilities	728,643.14	184,377.25	89,479.45	454,786.44	0.00

## Long-Term Liabilities

	Total Long-Term Liabilities	0.00				
	Total Liabilities	728,643.14	184,377.25	89,479.45	454,786.44	0.00

## Capital

3150SC	OTHER FLD CTRL CAPITAL PROJ.	608,178.12	608,178.12			
3155SC	OTHER CAPITAL PROJ/EMERG RESER	2,000,000.00	2,000,000.00			
3200G	GREEN VALLEY OPERTING RESERVE	67,100.00			67,100.00	
3200N	SWP OPERATING RESERVE	7,318,090.00		7,318,090.00		
3200SC	DESIGNATED REHAB & BETTERMENT	2,000,000.00	2,000,000.00			
3200U	ULATIS OPERATING RESERVE	501,752.50			501,752.50	
3250G	GV CAPITAL RESERVE	164,520.57				164,520.57
3250N	DESIGNATED SWP FACILITIES RESE	9,596,332.83		9,596,332.83		
3250SC	SP FUTURE REPLACEMENT CAPITAL	7,895,024.31	7,895,024.31			
3250U	ULATIS FCP CAPITAL RESERVE	5,842,096.41			5,842,096.41	
3350SC	DESIGNATED OPERATING RESERVES	8,374,913.18	8,374,913.18			
39005	Retained Earnings-2018/19	4,724,100.64	(10,042.36)	3,877,821.00	870,744.00	(14,422.00)
	Net Income-Current Year	(7,330,608.51)				
	Total Capital	41,761,500.05	20,868,073.25	20,792,243.83	7,281,692.91	150,098.57
	Total Liabilities & Capital	\$ 42,490,143.19	\$ 21,052,450.50	\$ 20,881,723.28	\$ 7,736,479.35	\$ 150,098.57



ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE:           October 10, 2019

SUBJECT:    Landscape Assistance Program for Low-Income Seniors and Residents with Disabilities

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RECOMMENDATION:  
Authorize General Manager to execute \$120,000 contract with A2Z Landscaping for implementation of Landscape Assistance Program for low-income seniors and residents with disabilities.

FINANCIAL IMPACT:  
Sufficient funding has been included in the Water Agency’s FY 2019-2020 water conservation budget for this program.

BACKGROUND:  
  
The Residential Water Efficient Landscape Rebate Program is one of the most popular water conservation programs offered by the Water Agency. However, because there are “upfront” costs to program participants (program participants pay for plants and other supplies, and following completion of the lawn conversion, receive a rebate to offset their upfront expenditures) and not all participants have the time or ability to “self-convert” their lawn into a sustainable low water use landscape, the program has typically been underutilized by low income households and individuals with disabilities.

The Water Agency initiated a pilot program last fiscal year to specifically address the challenges low income seniors and individuals with disabilities face vis-à-vis participation in the Water Agency’s Residential Water Efficient Landscape Rebate Program. Following a staff presentation on the pilot program at the October 11, 2018 Board meeting, the Board directed staff to expand the Landscape Assistance Program for Low-Income Seniors and Residents with Disabilities pilot program beyond the pilot program scale.

Staff solicited proposals from qualified firms and is recommending the Board authorize the General Manager to execute the attached contract with A2Z Landscaping – a veteran owned landscape installation and design firm based in Vacaville - for implementation of the Residential Water Efficient Landscape Assistance for Low-Income Seniors and Residents with Disabilities program.

Recommended:   
Roland Sanford, General Manager

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

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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 October 10, 2019 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

---

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

Name of Project: **Low Water Use Landscape Assistance Program**

**SOLANO COUNTY WATER AGENCY**

**AGREEMENT FOR PROFESSIONAL SERVICES**  
(Professional Services/Consultant)

THIS AGREEMENT, **effective October 15, 2019**, 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 A2Z Landscaping, hereinafter referred to as "Contractor."

The Agency requires services for Low Water Use Landscape Assistance Program implementation; 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 Low Water Use Landscape Assistance Program implementation, 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 \$120,000** for all work contemplated by this Agreement.

3. **METHOD OF PAYMENT**

Upon submission of an invoice by the Contractor, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month, **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 **June 30, 2019** as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

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

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

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

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

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. **INDEMNIFY AND HOLD HARMLESS**

*To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify Solano County Water Agency, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising Solano County Water Agency's sole negligence or willful acts.*

8. **INSURANCE**

**Minimum Insurance Requirements:** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or sub-contractors.

**Coverage -** Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Solano County Water Agency) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Solano County Water Agency, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Solano County Water Agency has received a waiver of subrogation from the insurer.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Solano County Water Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Solano County Water Agency.

**Other Required Provisions** - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Solano County Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Solano County Water Agency, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Solano County Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

**Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Solano County Water Agency.

**Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the Solano County Water Agency. The Solano County Water Agency require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to

provide, that the self-insured retention may be satisfied by either the named insured or Solano County Water Agency.

**Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by Solano County Water Agency.

**Verification of Coverage** – Consultant shall furnish the Solano County Water Agency with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Solano County Water Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Solano County Water Agency reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

**Sub-contractors** - Consultant shall require and verify that all sub-contractor maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Solano County Water Agency its directors, officers, employees, and authorized volunteers are an additional insured are an additional insured on Commercial General Liability Coverage.

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. **RECORD RETENTION**

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.

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. **NOTICE**

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

**AGENCY**

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

**CONTRACTOR**

Zachariah Wilkerson  
A2Z Landscaping  
902 Davis Street  
Vacaville CA 95687

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

Solano County Water Agency  
a Public Agency

By: \_\_\_\_\_  
Roland Sanford  
General Manager

By: \_\_\_\_\_  
Zachariah Wilkerson  
Owner

---

**FOR SCWA USE ONLY**

Contract Period: \_\_\_\_\_ to \_\_\_\_\_  
File Number: \_\_\_\_\_  
Account Manager: \_\_\_\_\_  
G/L Account #: \_\_\_\_\_  
Job Cost #: \_\_\_\_\_  
Contract Type: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF SERVICES**

All landscape installations must meet the current Terms and Conditions of the SCWA's Water Efficient Landscape Rebate Program, Section III (Exhibit C).

Solano County Water Agency (SCWA) will provide A2Z Landscaping the project site addresses of potential participants for site assessment to determine eligibility. A2Z Landscaping may provide SCWA with project site addresses of potential participants for SCWA's approval before proceeding.

A2Z Landscaping will provide services of consultation with the resident for landscape design, installation of new landscape with drip irrigation when applicable, and follow up maintenance visits.

#### **Pre-Inspection Site Visit:**

SCWA will verify customer eligibility for Program participation: SCWA may accompany A2Z Landscaping in a pre-inspection site visit to determine feasibility and normal site condition eligibility including:

- The customer must agree to and sign the Program agreement with SCWA.
- The customer must meet eligibility requirements of the Program by identifying as having a disability or being a senior citizen (65+ years of age) currently on the PG&E Care billing program for low income residents.
- Installation sites will be limited to single-family residences.
- Program participants must be in the SCWA service area.
- Applicants/ Landscapes that do not meet these requirements will be addressed on a case-by-case basis.

#### **Post-Installation Follow Up:**

A2Z will schedule appropriate follow up appointments for each installation which will consists of the following:

- 2- 4 week follow up appointment or phone call
- 3- 4 month follow up appointment or phone call regarding seasonal maintenance and watering schedule

#### **Landscape Requirements:**

A2Z is responsible for all final landscape installations including materials and irrigation to comply with the SCWA Water Efficient Landscape Rebate Program current Terms and Conditions.

Existing Project Area: All lawn or sod within one contiguous area must be converted, no patches may be left unconverted as turf or may be converted to unqualified materials as mentioned above. Only one landscape site per household is eligible for this Program's assistance (front yard, side yard, and back yards are all considered separate landscape sites)

#### **Installation Services:**

Installation Scheduling: Contractor shall accommodate customer's preference and needs in regards to scheduling and conducting installation work, including pre-installation site visits Monday – Friday, between 8:00 a.m. and 5:00 p.m. Initial site visits are to be scheduled within thirty (30) days and installation services are to be within forty-five (45) days from the customer's application approval for program participation, assuming no extenuating circumstances by the customer. Contractor is to work

with the property owner to work in a safe, courteous, and professional manner; and to clean up, removing all debris and materials from each site at the end of the work day.

**Normal Site Conditions:** Prior to performing any work, Contractor shall pre-inspect each site to ensure Normal Site Installation Conditions exist at the site including:

- Residential home within Solano County service area
- Measured total square footage of project area is between three hundred (300) and two thousand (2000) square feet.
- Outdoor irrigation is in moderate to good working order and can be converted to drip irrigation or hand watering without major repair to main line or new installation of outdoor irrigation system.
- Existing landscape to be replaced is identifiable as being lawn or sod within the past five (5) years.

**Abnormal Site Conditions:** Sites not meeting the “Normal Site Conditions” may not be eligible for the program. Contractor shall inform SCWA of the condition(s) that do not meet Normal Site Conditions within 7 days of inspection. Any repairs necessary to make the site meet the Normal Site Condition criteria are NOT part of this project scope of work and are, therefore, NOT reimbursable by SCWA.

**Warranty:**

Contractor to warranty all labor and plants used in the landscape installation, and guarantee the life of all planting installations for one month, and all drip system installations are leak free and functioning correctly for a one-year period from the installation date.

**Professional Attire:**

Contractor staff will display identification badges at all times while working on SCWA approved projects. Identification badges must be worn on the outermost garment and be prominently displayed. In addition to identification badges, Contractor staff may also wear shirts with Contractor logo.

**Safety:**

Contractor staff to wear CAL/OSHA compliant safety clothing and necessary personal protective equipment while providing all installation services.

**Recycling/ Disposal:**

Contractor shall provide recycling/disposal services for all removed material and accessories including: collection, dismantling, hauling, and recycling or disposal.

**Installation inspections:**

SCWA reserves the right to conduct its own inspections of the project sites. Any irregularities noticed in the course of the installation review, or inaccurate or partially completed information on the application or report, will result in the processing of Contractor’s invoices to be held in abeyance until the irregularity is remedied by Contractor to SCWA’s satisfaction.

**Program Reporting and Billing**

Reporting: Contractor to reconcile monthly reports of all planning and installation activity and invoices to SCWA on a monthly basis. The monthly report is to be sent to SCWA’s Project Manager within twenty (20) working days of the close of each month for the duration of the Agreement. Reports will include:

- Site Identification by address, and square footage of where reported activity occurred.
- Landscape design graphic of proposed landscape installation, identify type of irrigation to be used.
- One paragraph summary of work conducted on site including description of interaction with participating resident.



- Identify issues or concerns affecting schedule or project completion
- Three photos per project site (with or without employees at work) must include before, during, and after photos of the landscape installation.
- Activities anticipated for the next month.

SCWA reserves the right to modify the data and information required based on a greater understanding of program documentation needs.

**Invoice Billing Rates:**

- Name, position, billing rate, and hours worked of each personnel
- Summary of materials used and accompanying receipts for summarized materials directly related to the project activity as described. Materials include but are not limited to: Weed barrier, compost, ground cover, plants, irrigation timer, drip irrigation components, tree stakes, and any associated delivery fees.
- Charges directly associated with activities described and accompanying receipts. Charges include but are not limited to: Equipment rental, disposal fees, and travel

**EXHIBIT B**  
**RATE OF COMPENSATION**

Labor Rate:

Owner: \$90/ hour

Foreman: \$75/ hour

Installer: \$60/ hour

Equipment:

Equipment Rental per Job Site: \$300

Other:

Overhead: 18% - 21% of sale

Material: At Cost Value

## EXHIBIT C



# Solano County Water Agency Water-Efficient Landscape Rebate Program

July 1, 2019 – June 30, 2020

## Terms and Conditions

### III. Landscape Requirements for Converted Area

- a. **Plants** - must be drought tolerant, non-invasive, and or native. Plants classified as high (H) or those listed as needing "Regular Water" or "Ample Water" are not permitted. The converted area must include a sufficient number of plants to ensure at least 50% of the square footage is covered with vegetation at maturity (when the plants are fully grown). Installation of any fescue is ineligible of a rebate.
- b. **Ground Cover** - All planting areas must have a minimum of three (3) inches of mulch or another permeable organic material (i.e. bark, wood chips, rock, peat gravel, decomposed granite etc.).
- c. **Landscape Materials** - must be permeable. Concrete, plastic sheeting or other impermeable surfaces are **not** allowed in the rebated area. Weed barrier must be biodegradable (not plastic). Artificial turf, plastic barrier, lawn, or rubber mulch will not qualify for a rebate.
- d. **Existing Project Area** – All landscape within one *contiguous* measured area must be converted, no patches may be left unconverted as turf or may be converted to unqualified materials as mentioned above. Project sites that do not have overall 50% vegetation coverage, or containing patches of unqualifying materials, turf, or concrete will not be approved.
- e. **Irrigation system** - Must be low-volume drip, micro spray, bubbler, or hand watering. Overhead spray is not allowed. The system must be in good working order, free of leaks and malfunctions. The irrigation system must not create run-off, overspray, or misting.

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE:           October 10, 2019

SUBJECT:    Continuation of Lower Putah Creek Chinook Salmon Study

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RECOMMENDATIONS:

Authorize General Manager to execute \$267,169 contract with UC Davis for continuation of Lower Putah Creek Chinook Salmon Study through FY 2019-2020.

FINANCIAL IMPACT:

\$ 267,169; sufficient funds are available in the FY 2018-2019 Solano Project budget.

BACKGROUND:

The primary purpose of the Lower Putah Creek Chinook Salmon Study is to determine whether a self-sustaining Chinook salmon population is becoming established in Lower Putah Creek, downstream of the Putah Diversion Dam. Most if not all of the adult salmon observed to date in Lower Putah Creek are thought to be hatchery strays. Although it is now well established that these adult salmon are able to successfully spawn and produce juveniles, it remains unclear when and under what circumstances their progeny - juvenile fish - leave Lower Putah Creek for the ocean and eventually return as adults. The answer to this question could play a significant role in our collective ability to obtain future grant restoration funds for Lower Putah Creek, and how the State and Federal fishery agencies view Lower Putah Creek with respect to Solano Project operations, and in the context of the 2006 Bay Delta Plan Update and restoration of the Bay Delta ecosystem.

The proposed contract and scope of work for FY 2019-2020 is attached and assumes that field conditions will allow for the completion of all scheduled work tasks. During the prior year Lake Berryessa spilled, which resulted in high stream flows downstream of the Putah Diversion Dam for extended periods and ultimately precluded the completion of some work tasks.

Recommended:   
Roland Sanford, General Manager

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

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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 October 10, 2019 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

---

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

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:

The proposed contract is consistent with Objective B (*Support and promote Lower Putah Creek Coordinating Committee (LPCCC) programs and projects*) of Goal 7 (*Natural Resources Stewardship: Develop comprehensive approaches to the stewardship of natural resources*) of the 2016-2025 SCWA Strategic Plan

Name of Project: **Lower Putah Creek Chinook Salmon Study**

## **SOLANO COUNTY WATER AGENCY**

### **AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Consultant)**

THIS AGREEMENT, **effective October 11, 2019**, 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 **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**, hereinafter referred to as "Contractor."

The Agency requires services for **Lower Putah Creek Chinook Salmon Study**; 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 Chinook Salmon Study**, 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 A **not to exceed \$267,169** 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 quarterly in arrears for fees and allowed expenses incurred the prior month, up to the maximum amount provided for in paragraph 2 of this agreement.

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 **September 30, 2020** as directed by the Agency.

5. **WARRANTY**

Except as provided herein, the University makes no warranty respecting the accuracy of data or materials furnished hereunder nor the results to be obtained from using such data or materials for intended purpose or any other purpose. University liability shall be limited to the amount of this order. The Agency has relied upon the ability and training of the Contractor as a material inducement to enter into this Agreement. The Contractor hereby represents that all of its work will be performed in accordance with the requirements of applicable federal, state and local laws, it being understood that acceptance of the Contractor's work by Agency shall not operate as a waiver or release.

6. **MODIFICATION AND TERMINATION**

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

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

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

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

7. **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.

8. **MUTUAL INDEMNIFICATION**

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA shall defend, indemnify and hold harmless SOLANO COUNTY WATER AGENCY, its agencies, officers, employees, and agents from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its agencies, officers, employees and agent.

SOLANO COUNTY WATER AGENCY shall defend, indemnify and hold harmless THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its agencies, officers, employees and agents, from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of SOLANO COUNTY WATER AGENCY, its agencies, officers, employees and agent.

9. **INSURANCE**

**Minimum Insurance Requirements:** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or sub-contractors.

**Coverage** - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Solano County Water Agency) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Solano County Water Agency, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Solano County Water Agency has received a waiver of subrogation from the insurer.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Solano County Water Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Solano County Water Agency.

**Other Required Provisions** - The general liability policy must contain, or be endorsed to contain, the following provisions:



1. **Additional Insured Status:** Solano County Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Solano County Water Agency, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Solano County Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

**Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Solano County Water Agency.

**Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the Solano County Water Agency. The Solano County Water Agency require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Solano County Water Agency.

**Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by Solano County Water Agency.

**Verification of Coverage** – Consultant shall furnish the Solano County Water Agency with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Solano County Water Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Solano County Water Agency reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

**Sub-contractors** - Consultant shall require and verify that all sub-contractor maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Solano County Water Agency its directors, officers, employees, and authorized volunteers are an additional insured are an additional insured on Commercial General Liability Coverage.

## 10. **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.

11. **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.

12. **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.

13. **NOTICE**

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

AGENCY

CONTRACTOR

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

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

Solano County Water Agency  
a Public Agency

The Regents of the University of  
California

By: \_\_\_\_\_  
Roland Sanford  
General Manager

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



## **EXHIBIT A**

### **SCOPE OF SERVICES AND RATE OF COMPENSATION**

(As set forth in attached Origin and Abundance of Chinook Salmon in Putah Creek – 2019-2020” Proposal)



# Origin and Abundance of Chinook Salmon in Putah Creek

2019/2020 Proposal

Andrew L. Rypel, Peter B. Moyle, Michael Miller, Andrea D. Schreier, and Nann A. Fangue

University of California, Davis

## Background & Objectives

Putah Creek historically supported a population of fall-run Chinook salmon, *Oncorhynchus tshawytscha* (Yoshiyama et al. 2000). Monticello Dam was completed in 1957, preventing access to spawning habitat in the Berryessa Valley. During low flow conditions of the 1990s, fall-run Chinook salmon were only occasionally present in the creek in very small numbers. Recently however, Putah Creek has been actively managed to promote salmon returns and spawning habitats. Prior to 2014, fewer than 10 Chinook salmon carcasses on average were found in Putah Creek (Moyle 2015). Yet in fall 2014, Chinook salmon numbers jumped substantially and were estimated at ~200 individuals (Moyle 2015), and in fall 2015, an estimated ~700 spawners were in the creek (Peter Moyle, unpublished). While most of these fish have been identified as 'strays' of Fall-run Chinook from Central Valley hatcheries, some individuals may be a product of natural spawning, or based on run timing, late fall-run Chinook strays. Furthermore, little is known on outmigration survival rates of juvenile salmon from Putah Creek, even though this type of information is actively being used for salmon management throughout the Central Valley. Additional information on Putah Creek salmon would help determine the potential for Putah Creek to develop a self-sustaining run of Chinook salmon. Specific key questions about the Putah Creek salmon run currently include: (1) Are all adults of hatchery origin or are some the product of natural spawning in the creek? (2) Are other runs (spring, late-fall) represented in the spawners? (3) What is the age and size of out-migrant juveniles? (4) When and why do the juveniles move out of the creek? (5) Are oversummering juveniles managing to migrate out of the system in fall? (6) Are there "hotspots" of mortality for out-migrating smolts? Over the last several years, we have developed a more systematic program for surveying abundance of juvenile out-migrants and adult carcasses, although high flows in 2017 and 2019 limited sampling. The centerpiece to our new proposal is the continuation of our base monitoring program for juvenile and adult Chinook salmon to estimate timing of juvenile outmigration, survival, and environmental factors associated with migration and mortality.

This year, we propose adding to our base sampling program with pilot genotyping analyses (i.e., Parent-Based Tagging or PBT and environmental DNA or "eDNA"). PBT data will enable us to trace 2019/2020 carcasses to tissue samples from carcasses we have collected in prior years, indicating how many 2019/2020 adults were the product of natural spawning in the creek. These data will also allow an examination of whether the Putah Creek population is composed exclusively fall-run Chinook salmon, or



an admixture of multiple runs. We will also be able to explore whether juvenile or adult fish are full or half siblings (sibships) and we may also be able to estimate successful spawner abundance. Remaining adults would be attributed to strays from hatcheries each year.

We also propose a pilot project this year examining the usefulness of, eDNA (environmental DNA) as a monitoring tool for Putah Creek. eDNA is particularly effective at monitoring the early detection of invasive species in ecosystems as well as for investigating the presence of rare and declining species (Thomsen et al. 2012, Biggs et al. 2015). Our initial pilot year would be focused on detection of rare native and non-native species in an effort to understand the efficacy of existing monitoring methodologies (e.g., electrofishing, various netting techniques, and the rotary screw trap). Effectively, we would be scoping the technique for potential use in future years.

We propose continuing our analysis of existing long-term fall electrofishing data on Putah Creek by Normandeau Associates. A synthesis of these data has long been lacking and an important goal from this work will be to see if native fishes have shown further expansion of their range and abundance in Putah Creek (beyond what is shown in Kiernan et al., 2012), as well as how the native and non-native fishes have responded to restoration projects, drought, and high flows. Preliminary findings suggest a major and sustained shift towards native species following the Putah Creek Accord in 2000. Draft analyses from these efforts can be found in our most recent (2018/2019) annual report.

Finally, we are interested in piloting additional tracking efforts for some of the other native fishes in the creek such as Pacific Lamprey *Lampetra tridentata*, Sacramento Pikeminnow *Ptychocheilus grandis*, Sacramento Sucker *Catostomus occidentalis*, or Tule Perch *Hysterocarpus traskii*.

This project will be multi-disciplinary and involve cross-campus and agency collaborations. We have been communicating with the North Central Region of the Department of Fish and Wildlife (DFW). Their office has agreed to lend us one of their backup Rotary Screw Traps contingent upon a scientific collecting permit being in place, an agreement to pull the trap should DFW need it, and a Memorandum of Understanding being signed that places the liability of replacing or repairing the trap on the Solano County Water Agency. Five labs (Rypel, Moyle, Fangue, Miller, and Schreirer) at the University of California Davis will be collaborating on this project.

## Methods

### *Juvenile Sampling and Fish Tracking*

We propose estimating outmigration timing and relative abundance of juvenile Chinook salmon by continued operation of a rotary screw trap (RST) in lower Putah Creek (Hasbrook Weir). We also propose estimating outmigration survival by surgically implanting a Juvenile Salmon Acoustic Telemetry (JSATS) transmitter into 100 fish caught in the RST. Similar to 2017/2018 and 2018/2019, we will deploy JSATS receivers in at least two locations below the RST (Russell Ranch and Below Los Rios Check Dam) to determine survival of salmon to the Toe Drain. We will also explore the use of JSATS tags for tracking the movements and behavior of other native fishes in Putah Creek such as Pacific Lamprey, Sacramento Pikeminnow and Sacramento Sucker. Up to 20 adults of other native species would be tracked during the 2020 season. We will tend the RST a minimum of once daily, increasing to two times per day during





peak emigration and/or high flows as necessary to clean the trap and minimize any predation in the trap. Each time the trap is tended, we will collect the following data: cone revolutions, quantity of debris, water velocity, water temperature, dissolved oxygen, fish counts by species, and mortalities. We will install a temperature logger in the trap and also collect daily water quality readings taken with a handheld YSI meter. Temperature information will be used to determine whether a correlation exists between temperature and timing of juvenile salmon emigration. In addition to these data, we will sample 50 juvenile salmon captured in the trap including length, weight, condition (scales, fins, and eyes), and a genetic tissue sample from up to 25 fish per day.

Any non-Chinook salmon species will be identified to species, and length data obtained for all non-larval fishes (i.e. >20mm). If a large number ( $n > 30$ ) of any non-target species is captured, we will collect information on a sub-sample of 30 individual fish. We propose operating the trap 24 hours per day from January through June or until water temperatures reach 20°C. Once temperatures become reduced in the fall, we will operate the trap again to capture any fish that over summered in Putah Creek. The trap will operate Monday through Friday for the duration of the study period. Trapping will end when no salmon are captured for five consecutive days (Music et al. 2010). A crew of two people will be required to tend the trap and prepare daily, weekly, monthly, and a final trap catch summary. We will prepare a final report that will include histograms of the daily catch, length weight frequencies, diel patterns of juvenile emigration, and any preliminary genetic results. We intend to publish significant findings in peer-reviewed journals.

#### *Adult Sampling*

We propose a fourth year of carcass surveys to determine the origin of adult Chinook salmon in Putah Creek. We will canoe the creek once per week to sample any adult carcasses we find. From each carcass, we will collect otoliths, tissue samples for genetics analyses, size information (length), and sex. We will also collect the head of each fish missing its adipose fin and send it to the California Department of Fish and Wildlife for coded wire tag (CWT) extraction and code retrieval. Coded wire tags will provide an exact age and origin of fish collected without an adipose fin for the purpose of verifying the samples from fish without a CWT. By sampling adults for a fourth year, we hope to determine what proportion of fish are returning to Putah Creek to spawn using PBT approaches outlined in the genomics section.

#### *Electrofishing Data*

The data are available in a spreadsheet provided by Normandeau Associates. Analyses of these data are ongoing and will be refined through discussion among project participants. Preliminary findings are available in the most recent annual report.

#### *Genomics*

- A) *Genotyping.* We propose to genotype every carcass and juvenile collected. Genomic DNA will be extracted from tissue and used for Restriction site-Associated DNA (RAD) sequencing as we have previously described (Ali et al. 2016). RAD sequencing allows interrogation of the entire genome in many individuals in a very economical way and will allow several important lines of investigation. (1) We can assign contemporary Chinook salmon carcasses back to parental pairs



and carcasses from previous years. (2) We will explore the genetic relationships between 2020 juveniles and 2019 adults, which would enable us to develop a pedigree for Putah Creek Chinook salmon. We will be able to determine if fish are full or half siblings (sibships) and estimate successful spawner abundance (Rawding et al. 2014). (3) These data will enable us to correlate spawning success with river position, time of spawning and river flows by matching the juveniles to the parental carcass collection sites which could be used for future management decisions. (4) We will use the data to determine if straying hatchery fish have a different spawning success from wild fish by correlating the genotypes to adult coded wire tag information. (5) By comparing the data with a new data set that shows the presence of subtle genetic structure in central valley Chinook salmon, we can determine if straying fish from different parts of the valley have differential spawning success in Putah Creek. These analyses would be conducted in the lab of Michael Miller at UC Davis.

- B) *eDNA*. We also propose a pilot study aimed at investigating the feasibility of using eDNA to track biological changes in the Putah Creek ecosystem. Environmental DNA (eDNA) refers to DNA originating from skin/scales, mucus, gametes, or excrement that can be used to detect species and to define extant ecological communities. We will leverage a new reference sequence database developed for fish and common macroinvertebrates species in the Sacramento San Joaquin Delta (funded independently through a Prop 1 grant to Schreier), and expand this library to also include any potential Putah Creek species. We will also refine an eDNA metabarcoding approach for Putah Creek samples in particular. Replicate water samples will be collected at three points along the longitudinal profile of Putah Creek below Berryessa Dam, one immediately downstream of the Monticello Dam, and the second at our rotary screw trap site, and the third at the junction of Putah Creek with the toe drain. Multiple points will ensure differentiation of species occurring in Lake Berryessa from those appearing in separate creek reaches. Samples will be collected at multiple time points (4x per year or quarterly) to examine seasonal changes in community composition. Each site will be sampled with three biological replicates at each time point, filtered through a glass fiber filter, and DNA extracted using Qiagen PowerWater DNA extraction kits. eDNA metabarcoding libraries will be prepared and samples will be sequenced on an Illumina MiSeq. We will report a list of all detected species at each reach in the system at each time point and provide a comparison to species level information collected from the fall electrofishing, rotary screw trap surveys, and other work.

#### *Otolith microchemistry*

Otolith samples will continue to be collected from adult carcasses, which will be archived by the California Department of Fish and Wildlife until used. If funding is available, otoliths will be polished and mounted for analysis by mass spectrometer, for the determination of strontium isotope ratios. Although PBT will tell us how many fish are of Putah Creek origin, and CWTs will identify hatchery origin of strays, CWTs are only inserted into 25% of salmon released from California hatcheries. Therefore, otolith microchemistry provides the best available tool for tracking the 75% of unmarked Chinook salmon from hatcheries. Because of the close resemblance of the strontium ratios from Putah Creek salmon to those of the Feather River, use of other elements (e.g., sulfur) could also be investigated.



## Literature Cited

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Start Date:	11/1/2019	Non-NIH	Title:		Putah Creek Chinook Salmon Monitoring					Proposal Due Date/Archive: 10/1/2019								
End Date:	10/31/2020		PI(s):		Andrew Rypel and Nann Fanguie					12 Months	0 Months	0 Months	0 Months	0 Months	12 Months			
PERSONNEL										Salary Basis	*	Escalation:					FY	Multi
Name/Role:		Annual Salary			Project Period % Effort					Salary Basis and Type	Escal	Period 1	Period 2	Period 3	Period 4	Period 5	Total	
		Base	Summer	Total	Per 1	Per 2	Per 3	Per4	Per5			11/1/19-10/31/20	-	-	-	-	11/1/19-10/31/20	
1	Junior Specialist	40,646		40,646	100.0%					CAL 12/12	3%	41,052	0	0	0	0	41,052	
2	Graduate Student Researcher VII	48,420	16,140	64,560	60.68%					CAL 12/12	3%	39,567	0	0	0	0	39,567	
3	Staff Research Associate (Dennis C.)	66,950		66,950	10.0%					CAL 12/12	3%	6,762	0	0	0	0	6,762	
4				-						CAL 12/12	3%	0	0	0	0	0	0	
5				-						CAL 12/12	3%	0	0	0	0	0	0	
6				-						CAL 12/12	3%	0	0	0	0	0	0	
7				-						CAL 12/12	3%	0	0	0	0	0	0	
8				-						CAL 12/12	3%	0	0	0	0	0	0	
9				-						CAL 12/12	3%	0	0	0	0	0	0	
10				-						CAL 12/12	3%	0	0	0	0	0	0	
Total Salaries												87,381	0	0	0	0	0	87,381
		FY Split:		8/4	0/0	0/0	0/0	0/0	0/0	Include CBR Add-On?		No	Escalations to fringe?			Yes		
Benefits by Person		UCPath CBR Group		%	%	%	%	%	%	Period 1	Period 2	Period 3	Period 4	Period 5	Total			
1	Junior Specialist	(ANR) Limited Term		6.4/6.6						2,655	0	0	0	0	2,655			
2	Graduate Student Researcher VII	Grad and Undergrad (G )		1.9/2						765	0	0	0	0	765			
3	Staff Research Associate (Dennis C.)	All Other Staff (D)		53.1/54.7						3,627	0	0	0	0	3,627			
4	-	Choose								0	0	0	0	0	0			
5	-	Choose								0	0	0	0	0	0			
6	-	Choose								0	0	0	0	0	0			
7	-	Choose								0	0	0	0	0	0			
8	-	Choose								0	0	0	0	0	0			
9	-	Choose								0	0	0	0	0	0			
10	-	Choose								0	0	0	0	0	0			
Total Benefits										7,047	0	0	0	0	7,047			
Total Personnel										94,428	0	0	0	0	94,428			
TRAVEL										International?	Period 1	Period 2	Period 3	Period 4	Period 5	Total		
Truck Rental @ 1650/month *6										No	9,900					9,900		
Truck Gas 300 gallons/month diesel @ \$4.50/gallon										No	8,100					8,100		
Student travel to a national fisheries meeting to present Putah Creek research										No	5,000							
										Total Domestic Travel	23,000	0	0	0	0	23,000		
										Total International Travel	0	0	0	0	0	0		
Total Travel										23,000	0	0	0	0	18,000			
OTHER DIRECT COSTS																		
Materials and Supplies										Period 1	Period 2	Period 3	Period 4	Period 5	Total			
Nets										1,000					1,000			
Surgery Supplies										5,000					5,000			
Hobo temperature loggers \$150 ea. X 10										1,500					1,500			
Waders and boots @ \$1000 ea. x 3										3,000					3,000			
Life jackets @ 150 ea. X 2										300					300			
Misc supplies (buckets, totes, gloves, rope, rite in the rain paper, pencils, stop watch, heavy materials for fixing and deploying the rotary screw trap)										5,000					5,000			
120 JSATs tags @300 per x 120										36,000					36,000			
Receiver repairs										5,000					5,000			
Parent-based tagging analyses (sub-contract with Michael Miller)										50,000					50,000			
eDNA pilot study (sub-contract with Andrea Scheirer)										28,880					28,880			
															0			
															0			
															0			
															0			
															0			
Total Materials and Supplies										135,680	0	0	0	0	135,680			
Publication Costs															0			
															0			
															0			
Total Publication Costs										0	0	0	0	0	0			
Consultant Services															Total			
															0			
															0			









# SOLANO COUNTY WATER AGENCY



## MEMORANDUM

**TO:** Board of Directors

**FROM:** Roland Sanford, General Manager

**DATE:** October 4, 2019

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

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### Winters Salmon Festival

The 4<sup>th</sup> annual Winters Salmon Festival will be held on November 2, 2019 at Rotary Park in Winters, from 11:00 am to 4:00 pm. The festival, which celebrates the return of salmon to the lower reaches of Putah Creek, features family-oriented programs and is free to the public.

### State Water Project Contract Amendment 21

On July 11, 2019 the Board approved Amendment 21 to the contract between the Water Agency and Department of Water Resources (DWR), for the North Bay Aqueduct water supply. Contract Amendment 21 extends the term of the water supply contract to on or about December 31, 2085 (exact expiration date contingent on date all bonds or other debt obligations have been paid in full). As Benicia Mayor Patterson noted at the July 11, 2019 Board meeting, contract Amendment 21 also includes a provision for the development of "local projects" by State Water Project (SWP) contractors – projects that ultimately augment SWP supplies. For example, development of a project that provides recycled water to a SWP contractor, in lieu of that contractor using SWP supplies (see attached excerpt from Amendment 21).

While certain terms pertaining to the definition of eligible local projects are reasonably well defined in Amendment 21, other terms - most notably cost sharing between DWR and local project sponsors - are not. Staff has been seeking clarification of terms from DWR, but after two months has yet to receive a response. Staff will continue to seek clarification from DWR. The possibility of obtaining State funding to develop local projects that reduce our reliance on or in some way extend the North Bay Aqueduct SWP supply is attractive. In addition to water recycling and/or storm water capture projects, it may be possible secure partial funding for infrastructure that would facilitate exchanges between the North Bay Aqueduct's SWP and Solano Project water supplies.

### Water Professionals Appreciation Week: October 5 – October 13

October 5 – 13 is Water Professionals Appreciation Week – just saying.

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



**NOW, THEREFORE, IT IS MUTUALLY AGREED** that the following changes and additions are hereby made to the Agency's water supply contract with the State:

**AMENDED CONTRACT TEXT**

**I. ARTICLES 1, 2, 22 THROUGH 29, 50 AND 51 ARE DELETED IN THEIR ENTIRETY AND REPLACED WITH THE FOLLOWING TEXT:**

**1. DEFINITIONS.**

When used in this contract, the following terms shall have the meanings hereinafter set forth:

(a) **"Additional Project Conservation Facilities"** shall mean the following facilities and programs, which will serve the purpose of preventing any reduction in the Minimum Project Yield as hereinafter defined:

(1) Those Project Facilities specified in Section 12938 of the Water Code;

(2) Those facilities and programs described in (A), (B), (C), (D), and (E) below which, in the State's determination, are engineeringly feasible and capable of producing Project Water which is economically competitive with alternative new water supply sources, *provided* that in the State's determination, the construction and operation of such facilities and programs will not interfere with the requested deliveries of Annual Table A Amount to any Contractor other than the sponsoring Contractor, and will not result in any greater annual charges to any Contractor other than the sponsoring Contractor than would have occurred with the construction at the same time of alternative new water supply sources which are either reservoirs located north of the Delta or off-Aqueduct storage reservoirs located south or west of the Delta designed to supply water to the California Aqueduct.

The following facilities and programs shall hereinafter be referred to as **"Local Projects"**:

(A) On-stream and off-stream surface storage reservoirs not provided for in Section 12938 of the Water Code, that will produce Project Water for the System for a period of time agreed to by the sponsoring Contractor;

(B) Groundwater storage facilities that will produce Project Water for the System for a period of time agreed to by the sponsoring Contractor;

(C) Waste water reclamation facilities that will produce Project Water for the System for a period of time agreed to by the sponsoring Contractor;

(D) Water and facilities for delivering water purchased by the State for the System for a period of time agreed to by the sponsoring Contractor; *provided* that the economic test specified herein shall be applied to the cost of these facilities together with the cost of the purchased water; and

(E) Future water conservation programs and facilities that will reduce demands by the sponsoring Contractor for Project Water from the System for a period of time agreed to by the sponsoring Contractor and will thereby have the effect of increasing Project Water available in the Delta for distribution.

(3) Whether a Local Project described in (2) above shall be considered economically competitive shall be determined by the State by comparing, in an engineering and economic analysis, such Local Project with alternative new water supply sources which are either reservoirs located north of the Delta or off-Aqueduct storage reservoirs located south or west of the Delta designed to supply water to the California Aqueduct. The analysis for such alternative new water supply sources shall use the average cost per acre-foot of yield in the latest studies made for such sources by the State and shall compare those facilities with the proposed Local Project using commonly accepted engineering economics. In the case of a Local Project to be funded in part by the State as part of the System and in part from other sources, the economic analysis specified herein shall be applied only to the portion to be funded by the State as part of the System.

(4) The Local Projects in (2) above shall not be constructed or implemented unless or until:

(A) The sponsoring Contractor signs a written agreement with the State which:

(i) Contains the sponsoring Contractor's approval of such facility or program;

(ii) Specifies the yield and the period of time during which the water from the Local Project shall constitute Project Water; and

(iii) Specifies the disposition of such Local Project or of the yield from such Local Project upon the expiration of such period of time.

(B) All Contractors within whose boundaries any portion of such Local Project is located, and who are not sponsoring Contractors for such Local Project give their written approval of such Local Project.

(5) "Sponsoring Contractor" as used in this Article 1(a) shall mean the Contractor or Contractors who either will receive the yield from facilities described in 2(A), (B), (C), or (D) above, or agree to reduce demands for Project Water from the System pursuant to 2(E) above.

(6) In the event of a shortage in water supply within the meaning of Article 18(a), the determination of whether to count, in whole or in part, the yield from facilities described in 2(A), (B), (C), or (D) above, or the reduced demand from future conservation programs described in 2(E) above in the allocation of deficiencies among Contractors will be based on a project-by-project evaluation taking into consideration such factors as any limitation on the use of the water from such facilities and whether the sponsoring Contractor has access to Project Water from the Delta as an alternate to such facilities.

(b) "**Agricultural Use**" shall mean any use of water primarily in the production of plant crops or livestock for market, including any use incidental thereto for domestic or stock-watering purposes.

(c) "**Annual Table A Amount**" shall mean the amount of Project Water set forth in Table A of this Contract that the State, pursuant to the obligations of this contract and applicable law, makes available for delivery to the Agency at the delivery structures provided for the Agency. The term Annual Table A Amount shall not be interpreted to mean that in each year the State will be able to make that quantity of Project Water available to the Agency. The Annual Table A Amounts and the terms of this contract reflect an expectation that under certain conditions only a lesser amount, allocated in accordance with this contract, may be made available to the Agency. This recognition that full Annual Table A Amounts will not be deliverable under all conditions does not change the obligations of the State under this contract, including but not limited to, the obligations to make all reasonable efforts to complete the Project Facilities, to perfect and protect water rights, and to allocate among Contractors the supply available in any year, as set forth in Articles 6(b), 6(c), 16(b) and 18, in the manner and subject to the terms and conditions of those articles and this contract. Where the term "annual entitlement" appears elsewhere in this contract, it shall mean "Annual Table A Amount." The State agrees that in future amendments to this and other Contractor's contracts, in lieu of the term "annual entitlement," the term "Annual Table A





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

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

**Construction Contracts (\$45,000 and less) - none**

**Professional Service Agreements (\$45,000 and less) –**

Agrichem Services – Lake Solano Invasive Weed Control - \$31,744

Streamwise – McCune-Sweeney Channel Bank & Stabilization - \$10,000

**Non-Professional Service Agreements (\$45,000 and less) –**

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

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

# NEWS ARTICLES

## MEDIA ALERT

### **WINTERS, CA TO HOST FOURTH ANNUAL SALMON FESTIVAL Community Celebrates Return Of Fall-Run Chinook Salmon In Putah Creek**



Photo By: Ken W. Davis "Spawning Fall Run Chinook Salmon in Putah Creek"

**(September, 25 2019 - Winters, CA)** The Winters Salmon Festival, which was inaugurated IN 2016 to celebrate the return of salmon in the lower reaches of Putah Creek, will return to Winters, CA for its fourth annual edition in 2019. The festive event will once again feature family-oriented programs from live music and local food trucks to educational programming and more. The Festival is free to the public and will take place on Saturday November 2nd, 2019 (11:00am - 4:00pm) in the downtown Winters, CA Rotary Park.

A key highlight in 2019 is the musical lineup with Muddy Waders at 11:15 AM, Sourdough Slim at 1:00 PM, Red Dog Ash at 2:45, and Tribal Calling wrapping things up at 4:00 with a parade for all festival goes to participate in. Food will be available via a number of favorite local purveyors including Buckhorn Steakhouse and their celebratory salmon sliders.

Other highlights to look forward to are the winning works of the local school art contest, which will be displayed inside the Winters Community Center, fly casting lessons, and numerous raffle and auction items donated by local artists and businesses.

What: Winters Salmon Festival  
When: Saturday, November 2nd, 2019;  
Details: Live music, face painting, artisan crafts, fly casting, raffle items, local food and more.  
Who: All are welcome to attend  
Where: Rotary Park  
201 Railroad Avenue  
Winters, CA 95694

Individuals who have participated in the education, enhancement, and restoration of Putah Creek will be in attendance along with local city officials. Coordination of the Festival is by the City of

Winters, U.S Bureau of Reclamation, Solano County Water Agency, Putah Creek Council, Solano County Parks, CA Department of Fish & Wildlife, Putah Creek Trout, Solano Irrigation District, and local businesses and interested citizens.

### **About The Winters Salmon Festival**

Following several years of absence, in December of 2012, fall-run Chinook salmon returned to the lower reaches of Putah Creek where they could be seen spawning from the car bridge and Winters Putah Creek Park. Their return may be attributed to a myriad of initiatives including removal of the Los Rios check dam, increased flows from the Putah Diversion Dam, and enhancement of the riparian and spawning areas within the waters of Putah Creek. Many of these efforts are the work of The City of Winters, Solano County Water Agency, Winters Putah Creek Committee, Lower Putah Creek Coordinating Committee, Putah Creek Council, landowners, and many more.

Visit the [Winters Salmon Festival](#) website or [Facebook](#) page for additional information.

# # #

### **Media Contact:**

Sabrina Colias  
Solano County Water Agency  
E: [scolias@scwa2.com](mailto:scolias@scwa2.com)

Photographs Below:





Photo By Natasha Montgomery: Sal the Salmon trying their luck at the fishing booth?!





Photo By Natasha Montgomery: Local family donning their fishing pole hats made by Dilly Dally the Clown.





Photo By: Natasha Cardenas-Montgomery "Two young festival goers wearing their celebratory fishing poles hats made by Dilly Dally the Clown"



Photo By: Cherie Bustamante "Festival goers and Tribal Calling leading the salmon parade over the Winters Railroad Bridge"



# ADVISORY COMMISSION UPDATES

**Solano Water Advisory Commission**  
**Meeting Minutes**  
**August 28, 2019**

Present: Roland Sanford, Chris Lee and Alex Rabidoux, SCWA; Curtis Paxton and Justen Cole, Vacaville; Kyle Ochendusko, Benicia; Joe Abitong, Vallejo; Cary Keaten, SID; Misty Kaltreider, Solano County; John Currey, Dixon RCD.

The meeting was called to order at 12:35 PM.

1. Approval of Minutes

The minutes of the July 24, 2019 meeting were approved.

2. SCWA General Manager's Report

On SCWA Board items, there will be a few items in regard to personnel and medical benefits. There will also be an update on the Water Policy Committee's recommendation on water exchanges. The update will allow the entire Board to provide feedback, as the water exchange policy moves forward. One of the last Board Items will be a Putah Creek Rainbow Trout genetic study. The purpose of the genetic study will be to determine if there is a genetically unique population of Rainbow Trout within the Interdam Reach of Putah Creek. The Water Agency is concerned that there are interests by the National Marine Fisheries Service (NMFS) and others, to potentially construct a fish ladder on the Putah Diversion Dam. A fish ladder would allow hatchery fish to enter the Interdam Reach and potentially impact and/or dilute the genetic pool of Rainbow Trout in Putah Creek. The Water Agency is also considered that a fish ladder could negatively impact existing Solano Project operations.

For the NBA Water Exchanges, the Browns Valley – Dudley Ridge exchange fell through, as DWR was concerned about water rights. The process is still with DWR, and will likely expire as Dudley Ridge will no longer need water, outside of the irrigation season. For other NBA issues, a tour of the NBA facility will be given in November, at the quarterly NBA-PSC Users Water Quality Meeting. For NBA operations, PG&E is working with DWR to schedule several outages due to wildfire related electrical improvements. For the Solano Project, there is a very good chance that Lake Berryessa will spill again, as the lake is very full for this time of year.

On the Bay-Delta Plan, all of the easy issues with the voluntary settlement agreements have been worked through. The group is working on the more difficult issues. One of the challenges is the non-governmental organizations (NGOs) have the least to lose and the most to gain in the process. For Putah Creek, the Agency is going back to older work done for the Putah Creek Accord which includes a forecasting and USBR model to look at safe yield and key environmental targets. The Putah Creek Accord models, are showing several key issues and bugs with the newer SacWAM model being used by the SWRCB for Putah Creek.

In regards to Flood Management issues, there are a few debris removal projects along Suisun Creek that the Water Agency is assisting with. The Dixon Watershed Update RFP has also been sent out, and comments were received and incorporated from County staff.

For other issues, the Commission mentioned that they would like to set aside one meeting or a Workshop, to discuss the past, present and future of the SWAC. The Water Agency can provide the original legislation that established the SWAC, and Roland can provide a historic and more recent perspective. The goal would be to create a vision and future direction for the SWAC.

3. Groundwater Planning

On SGMA activities, there is a draft MOU circulation between the various GSA agencies in regards to the Solano Subbasin GSP. There will most likely be an additional MOU to discuss implementation, which is part of the Prop. 1 grant requirements.

4. Solano County Report

County staff provided an update on activities by Flannery Associates LLC, which have purchased 13,000-acres of land in Solano County, and are now the largest private landowner in the County, just behind the State and Federal governments. The purchases include a variety of land and conditions, with agreements allowing the existing/prior owners the right to live on the properties. No one appears to know why Flannery Associates is buying up all of these properties, which total almost \$90-Million.

5. PSC/NBA Maintenance

The PSC annual cleanout will begin in early November thru December of this year. There will be a PSC Users Meeting in late September or early October to provide the specifics.

6. Solano Water Authority Report

None

7. Water Conservation

None

8. Legislative/Initiative/Court Decision Issues Not Discussed Above

A court date of November 19<sup>th</sup> has been set for the Putah Creek litigation against the Water Agency.

9. New Business

None

10. Public Comments

None

The next meeting will be September 25, 2019 at 12:30 PM.

The meeting adjourned at 1:53 PM.

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE:           October 10, 2019

SUBJECT:    Cost Sharing Agreement for first phase of habitat conservation plan for portions of Yolo Bypass/Cache Slough Complex


RECOMMENDATION:  
Authorize General Manager to execute \$40,000 cost sharing agreement between the Water Agency, County of Solano, and the Sacramento Area Flood Control Agency (SAFCA) to fund first phase of focused Habitat Conservation Plan (HCP) for portions of the Yolo Bypass/Cache Slough Complex (YBCS).

FINANCIAL IMPACT:  
The Agency’s cost share is \$40,000. Sufficient funding has been included in the Water Agency’s FY 2019-2020 NBA budget for this program.

BACKGROUND:  
The Yolo Bypass/Cache Slough Complex (YBCS) is the focus of several interagency planning efforts by multiple federal, state and local governmental agencies aimed at improving flood conveyance, fisheries and wildlife habitat, water supply and water quality, agricultural preservation, economic development, and recreation. The number of federal, state and local governmental agencies involved, and in some instances their competing objectives, complicates the implementation of nearly all YBCS projects – large and small.

Recognizing the need for coordination, in 2015 the Water Agency, County of Solano, Reclamation District 2068, West Sacramento Area Flood Control Agency, Sacramento Area Flood Control Agency, and County of Yolo adopted the YBCS Corridor Management Framework (CMF) – the locally preferred approach for achieving the various federal, state and local policy objectives in the region (see attached Lower Sacramento/Delta North Region: Corridor Management Framework). Among the principles articulated in the CMF and of paramount importance to the County of Solano and the Water Agency are the sustainability of agriculture, and the preservation of existing water diversion infrastructure in the YBCS - the North Bay Aqueduct Barker Slough Pumping Plant, City of Vallejo Cache Pumping Plant, RD-2068 points of diversion, and approximately 50 local privately owned and operated points of diversion.

Unfortunately, the desire to maintain agricultural sustainability and water diversion infrastructure, as expressed in the CMF, has been at odds with various Federal and State efforts to restore habitat in the YBCS. Habitat restoration typically involves the conversion of agricultural lands to non-agricultural purposes, and increases the likelihood of water diversion versus endangered species conflicts (increased presence of endangered species leading to increased restrictions on water diversions).

Recommended:   
Roland Sanford, General Manager

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

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on October 10, 2019 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

In 2016 the signatories to the CMF signed a Memorandum of Understanding (copy attached) – aka YBCS Partnership - with Federal and State resource and regulatory agencies to foster collaboration and cooperation between the various entities involved in the planning and implementation of projects in the YBCS. The YBCS Partnership participants have sought to resolve local concerns regarding the impact of habitat restoration in general and the resulting increased presence of endangered species and associated regulatory restrictions in particular.

After several years of discussion, the YBCS Partnership participants have concluded that the most and quite possibly only viable option for the continued operation of water diversion infrastructure in the YBCS, given the inherit conflict between water diversions and presence of endangered species, is to develop a narrowly focused Habitat Conservation Plan (HCP) that provides YBCS water diversions with long-term “take coverage” of endangered species (essentially a permit to operate with the understanding that there may be an occasional “taking” of an endangered species). The State and Federal interests who are interested in implementing habitat restoration projects in the YBCS are highly motivated to cooperate and expedite completion of the proposed focused HCP – ideally within four years.

The Sacramento Area Flood Control Agency (SAFCA) has hired a consulting firm – ICF – to initiate preparation of the focused HCP. The project will consist of at least three phases: defining the scope of the HCP, preparation of the draft HCP and associated documents, and finalization of HCP and associated documents.. The first phase is estimated to cost \$120,000 and take six months to complete. Water Agency, County of Solano, and SAFCA staff is recommending the three entities cost share the first phase and initiate the project without further delay, with the expectation that the State will fund the second and third phases – total cost to be determined,. A copy of the ICF scope of work is attached.

This request is only for SCWA’s \$40,000 share of the \$120,000 to fund ICF through Phase 1.

## **COST SHARING AGREEMENT**

### **BETWEEN**

**COUNTY OF SOLANO, SOLANO COUNTY WATER AGENCY AND SACRAMENTO  
AREA FLOOD CONTROL AGENCY**

### **TO**

### **FUND THE COST OF THE FIRST PHASE OF PREPARING A HABITAT CONSERVATION PLAN FOR PORTIONS OF THE YOLO BYPASS/CACHE SLOUGH COMPLEX**

This Cost Sharing Agreement (Agreement) was made and entered into on the \_\_\_ day of \_\_\_\_\_, 2019, by and between the County of Solano, Solano County Water Agency (SCWA), and the Sacramento Area Flood Control Agency (SAFCA) (collectively, Parties).

### **RECITALS**

A. The Solano County Water Agency (SCWA) is a governmental agency created and existing under chapter 573 of the 1989 Statutes of the State of California, as amended.

B. Solano County is a political subdivision of the State of California with general governmental authority, including land use authority, over lands within their respective boundaries.

C. SAFCA is a joint powers agency created under the SAFCA Joint Exercise of Powers Agreement, dated October 13, 1989, as amended, and the Sacramento Area Flood Control Agency Act, California Water Code Appendix Sections 130 et seq.

D. The purpose of this Agreement is to establish a cooperative effort by and between the Parties to fund the cost of preparing the first phase of a habitat conservation plan (HCP) for portions of the Yolo Bypass/Cache Slough Complex. This effort is part of a larger collaboration between the Parties and Yolo County, Reclamation District 2068 and the West Sacramento Flood Control Agency known as the Lower Sacramento / Delta North Regional Collaborative (LS/DN Regional Collaborative) focused on water resource management and related matters of mutual interest in the Yolo Bypass/Cache Slough Complex.

E. The members of the LS/DN Regional Collaborative also participate in the Yolo Bypass /Cache Slough Partnership (Partnership) which is a parallel association of local, state and federal agencies focused on pursuing an integrated multi-objective program of improvements in the Yolo Bypass Cache Slough Complex. As set forth in the Road Map adopted by the Partnership in November 2018 the objectives of this program are to reduce flood risk, improve agricultural sustainability, protect and improve ecosystem function and habitat quality, increase the reliability of water supply and drainage infrastructure in the Cache Slough Complex, expand and improve recreational opportunities, improve water quality, and identify cost effective and sustainable methods for flood system operation and maintenance.

F. One of the management actions identified in the Road Map is to establish and implement acceptable methods to ensure the continued cost-effective delivery and drainage of water in the Cache Slough Complex with a primary focus on continued operations of SCWA's Barker Slough Pumping Plant and nearly 50 agricultural water diversions in the area.

G. In support of this management action key members of the Partnership have agreed to work together to prepare an HCP for the Cache Slough Complex and the lower portion of the Yolo Bypass that would address the risk that projects being undertaken in this area to restore tidal wetlands and increase aquatic food production could increase the presence of protected fish species and create new liabilities for the owners of water and drainage infrastructure in the area under the federal Endangered Species Act and/or the California Endangered Species Act.

H. The purpose of the HCP is to provide assurance to these owners that any such liability will be the responsibility of the State of California and not the owners.

I. Toward that end, ICF serving as a consultant to SAFCA has proposed to develop the HCP in the following three phases: Phase 1 – Develop the HCP Strategy and Approach; Phase 2 - prepare the Draft HCP and 2081 Permit Application and Draft CEQA and NEPA document; and Phase 3 – Finalize the HCP and CEQA/NEPA document.

J. Solano County and SCWA have indicated their interest in joining SAFCA to provide the funding for the Phase 1 effort with the understanding that the state will fund Phases 2 and 3.

## **AGREEMENT**

1. Scope of Work. SAFCA shall enter into a consulting services contract with ICF to perform the HCP Phase 1 work described in the Proposal for Cache Slough Habitat Conservation Plan Phase 1 Strategy dated July 19, 2019 for an estimated cost not to exceed \$120,000 as set forth in the attached Exhibit A (ICF Contract).

2. Cost Sharing. Each of the Parties shall bear one-third of the cost of the ICF Contract, an amount which is estimated not to exceed \$40,000.

3. Invoicing. SAFCA shall submit periodic invoices to SCWA and Solano County, not more frequently than monthly and no less frequently than quarterly, for their share of the cost of the services rendered and expenses incurred pursuant to the ICF Contract during the preceding period. The format, content, and support documentation for these invoices shall reflect SAFCA's standard consulting services procedures and shall inform SACWA and Solano County of both the nature and progress of work. SAFCA shall notify SCWA and Solano County in writing upon expenditure of seventy-five percent (75%) of the authorized Agreement amount. Such notice shall identify the percentage of funds expended and an assessment of the cost of the remaining work to be performed.

4. Schedule. SAFCA shall use reasonable efforts to ensure that the ICF Contract is performed in accordance with the schedule set forth in Exhibit A and shall notify SCWA and

Solano County in writing upon expenditure of seventy-five percent (75%) of the authorized cost of the ICF Contract. Such notice shall identify the percentage of funds expended and provide an assessment of the cost of the remaining work to be performed.

5. Amendments. Modifications or amendments to the terms of this Agreement, including any amendments to the ICF Contract, shall be in writing and executed by the Parties.

6. Termination. Any of the Parties may terminate this Agreement without cause upon thirty (30) days' written notice to the other Parties, or for cause upon giving written notice to the other Parties that there has been a material breach of one or more of the covenants contained in this Agreement. Such notice shall be deemed served on the date of mailing. In the event of termination, SAFCA may proceed with the work covered by the ICF Contract in any manner deemed appropriate by SAFCA, however, the cost sharing provisions of Paragraph 1 shall apply only to the services completed and provided under the ICF Contract prior to the effective date of termination.

7. Notices. All notices, letters, and other communications under this Agreement from one Party to another will be mailed, first class, or hand delivered, or submitted via facsimile followed by delivery of the original documents to the address shown. Any Party may change its address at any time by providing written notification to the other Parties.

Sacramento Area Flood Control Agency  
1007 7th Street, 7th Floor  
Sacramento, CA 95814  
ATTN: Executive Director

Solano County Water Agency  
810 Vaca Valley Pkwy, Suite 203  
Vacaville, CA 95687  
ATTN: General Manager

Solano County

ATTN: Manager of Natural Resources

No change of address shall be binding upon the other Parties hereto until such Party receives, at the address shown herein, written notice thereof. All notices shall be in English and shall be effective upon receipt.

8. No Business Relationship. Nothing contained in this Agreement shall be construed to constitute the Parties as partners, joint venturers, co-owners, agents or otherwise as participants in a joint or common undertaking.

9. Indemnification. To the extent allowed by law, SAFCA shall defend, indemnify and hold harmless SCWA and Solano County, their Boards, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs,



including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of SAFCA's officers, directors, agents, employees, contractors, or subcontractors.

10. Jurisdiction. Any lawsuit, action, or other proceeding arising from this Agreement shall be brought in a California state court located in either the County of Sacramento or the County of Solano, California, as appropriate under State law.

11. Successors and Assigns. This Agreement may be assigned with the consent of the other Parties. It shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. No assignment or delegation of the obligation to make any payment or reimbursement hereunder will release the assigning party without the prior consent of the other party.

12. Severability. If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect; provided that if any material obligation or benefit under this Agreement is deemed invalid or unenforceable, the Parties shall negotiate in good faith to amend the Agreement to ensure adequate consideration by both Parties.

13. Integration. This Agreement constitutes the entire understanding among the Parties pertaining to the subject matter hereof and supersedes all prior understandings and representations of the Parties with respect to the subject matter hereof. Any representation, promise, or condition not incorporated into this Agreement shall not be binding on any Party.

# **Lower Sacramento / Delta North Region: CORRIDOR MANAGEMENT FRAMEWORK**

## **WHAT IS THIS?**

A coalition of local agencies developed this Corridor Management Framework (CMF) for the Lower Sacramento / Delta North Region. For the purposes of this CMF, the geographic footprint of the Lower Sacramento / Delta North Region is defined as the floodplain corridor (LS-DN Corridor) (Figure 1). The involved agencies believe that the often competing single objectives of flood risk reduction, enhanced ecosystem function, and agricultural sustainability can be integrated and achieved through a better aligned and implementation-focused partnership of federal, state, and local agencies. This CMF is founded on the concept that the LS-DN Corridor can be modified in a manner which accommodates multiple objectives through the implementation of projects and assurances that address all partners' needs. Federal, state, and local interests must all be addressed in order to eliminate the organizational barriers necessary to motivate change and commit to implementation.

This CMF was developed as a locally preferred approach to achieving the federal, state, and local policy objectives in the LS-DN Corridor. These policy objectives include the ability to (1) provide essential conveyance capacity and improve the resilience, reliability and adaptability of the flood system to climate change, (2) preserve agricultural land and promote a strong, sustainable agricultural economy; and, (3) conserve and improve functionality of aquatic and terrestrial species habitat consistent with the paramount flood management purpose of the system. It contains a number of projects and assurances that, if addressed together, will allow for the integration of these often competing objectives. The projects should be considered preliminary for purposes of the CMF as they are expected to evolve over time as more information is developed regarding specific project feasibility, funding availability, and local community support. The CMF also emphasizes the importance of establishing long-term collaborative and cooperative working relationships between federal, state, and local agencies that promote engagement and involvement.

This CMF is intended to serve as the basis for a collaborative, constructive, and transparent partnership between federal, state, and local agencies operating in the LS-DN Corridor. It also focuses on the interrelationship that exists between the LS-DN Corridor and its central feature, the Yolo Bypass / Cache Slough Complex (YB-CS Complex) (Figure 1). The CMF recognizes the integral role of the YB-CS Complex in the performance of the flood system; and, it focuses the Lower Sacramento / Delta North Region on the YB-CS Complex as a result. While the CMF identifies a proposed approach for reconciling and advancing multiple competing objectives in the entire LS-DN Corridor, it recommends the development of a detailed Yolo Bypass / Cache Slough Complex Management Plan (Complex Management Plan) for this subregion of the CMF. This plan would tackle difficult issues within the Yolo Bypass / Cache Slough Complex

including assurances, governance, revenue, local agency funding, agricultural sustainability, and stakeholder engagement, as described in the CMF's goals and principles below.

The Complex Management Plan would be developed concurrently with the development of a fully-integrated locally preferred plan, as described in further detail in Table 2 below. The locally preferred plan will identify locally-preferred projects designed to integrate habitat function, flood management, water supply, recreation, drainage infrastructure, and agricultural sustainability in the YB-CS Complex consistent with state and federal objectives.

Once the Complex Management Plan is completed, with thorough stakeholder involvement, the partnership will take the form of a legally binding agreement. This agreement would include a commitment to (1) advance the projects preliminarily recommended in the CMF and in the locally preferred plan, and future projects proposed in the CMF; and, (2) provide enforceable assurances, identified by the local agencies and landowners, as critical to accommodating the integration of multiple objectives in the YB-CS Complex.

## **HOW DID WE GET HERE?**

The adopted 2012 Central Valley Flood Protection Plan (CVFPP) resulted in the creation of six regional flood management planning areas in the Central Valley. These six areas were established to promote the local preparation of regional flood management plans by encouraging the flood management agencies in each region to include special districts, cities, counties, emergency responders, and other important stakeholders in a collaborative effort to resolve long-standing flood risk management issues. The intent of these regional plans is to identify and prioritize potential structural and nonstructural flood risk reduction projects while also making recommendations for improvements to levee operation and maintenance practices, levee maintenance budgeting, emergency response capabilities, and flood management governance.

The Lower Sacramento / Delta North Region includes portions of Yolo, Solano, Sacramento, and Sutter Counties. A diverse collection of urban interests, small communities, agriculture-based businesses, and environmental stakeholders with historically conflicting needs related to water and land use reside within the region. Flood protection is the paramount function within the Yolo Bypass and is critically important to the region since it contains nearly 70% of the estimated annual damages associated with all floodplains protected by the State Plan of Flood Control (SPFC) facilities [CVFPP 2012]. While this fact may lead many to believe the region is largely urban and developed, its land use suggests otherwise with 66% of the land in the region currently in agriculture, 18% developed for urban or suburban use, and 16% in a native condition or used primarily for grazing [DWR 2013].

The Lower Sacramento / Delta North Region published a Final Regional Flood Management Plan (RFMP) on July 21, 2014. The report recommends 116 flood risk management projects (30 urban, 21 small community, and 65 rural) totaling over \$2.0 billion. This RFMP also introduced the concept of an Integrated Water Management Plan (IWMP) for the YB-CS Complex.

Through continued collaboration with the State of California Department of Water Resources (DWR), the IWMP concept was replaced with the development of a comprehensive LS-DN Corridor Management Framework (CMF). This CMF applies to the same geographical area covered in the RFMP with special emphasis placed on the YB-CS Complex. The CMF continues to embrace the same goals identified in the IWMP.

## **WHERE DOES THIS APPLY?**

The CMF focuses on the interrelationship that exists between the LS-DN Corridor and its central feature, the YB-CS Complex. Figure 1 depicts the LS-DN Corridor and the YB-CS Complex as established for the CMF. The boundaries for these two areas of special interest are defined as follows:

### **LS-DN Corridor Defined –**

The Lower Sacramento / Delta North Corridor (LS-DN Corridor) is equivalent to the Levee Flood Protection Zone (LFPZ) defined by Assembly Bill No. 156. This bill defines a LFPZ as the area receiving protection from a SPFC levee [DWR 2013]. This figure represents an approximation of the floodplain; and, these boundaries may be refined as more detailed engineering analysis is conducted. The area of interest for the CMF is the entire LS-DN Corridor.

### **YB-CS Complex Defined –**

The Yolo Bypass / Cache Slough Complex (YB-CS Complex) is defined as the whole of the Yolo Bypass extending from the Fremont Weir south to Rio Vista. This includes the associated floodplain protected by levees along the YB-CS Complex. It also includes the area known as the Cache Slough Complex, within the legal Delta boundary.

## **WHAT ARE OUR GOALS?**

The CMF identifies a proposed approach for reconciling and advancing multiple competing objectives in the LS-DN Corridor. Integration can be accomplished through a partnership of federal, state, and local agencies contingent upon establishing a set of assurances that protect local interests. Our goals are described as follows:

- **IMPLEMENT FLOOD IMPROVEMENTS THAT BENEFIT THE SYSTEM AND THE REGION** – Execute beneficial, viable, and locally supportable modifications to flood management infrastructure in and around the Yolo and Sacramento Bypasses.

- **PRESERVE AGRICULTURE AND IMPROVE SUSTAINABILITY OF THE AGRICULTURAL ECONOMY** – Formulate projects in a manner that avoids and/or minimizes impacts to existing agriculture. If avoidance is not feasible, undertake efforts to preserve other farmland, improve rural levee systems, implement feasible rural floodplain management requirements, and establish dedicated funding for rural agricultural economic development and policies which support a stronger agricultural economy in a changing landscape.
- **CONSERVE AND IMPROVE FUNCTIONALITY OF HABITAT** – Improve aquatic and terrestrial habitat values in a manner that preserves flood management function consistent with local Habitat Conservation Plans (HCPs) and Natural Community Conservation Plans (NCCPs), and avoids or minimizes impacts on farming, wetland management and other existing land uses.
- **INCORPORATE WATER SUPPLY & DRAINAGE IMPROVEMENTS FOR THE LS-DN CORRIDOR**– Coordinate flood management and ecosystem project development within the LS-DN Corridor with planned improvements to local water supply and drainage to ensure the necessary infrastructure is in place to effectively manage multi-benefit projects over the long term.
- **ESTABLISH SUSTAINABLE APPROACH TO O&M** – Develop a long-term plan for operating and maintaining flood control and related facilities associated with the bypasses. This plan will identify the necessary changes to governance, financing, and environmental compliance that would be required to ensure efficient and effective flood system operation and maintenance over the long term.

## **WHAT ARE OUR PRINCIPLES?**

The success of the federal, state, and local agency partnership formed for the pursuit of these five (5) goals will depend on their ability to individually and collectively recognize and adhere to the following nine (9) principles:

- **ASSURANCES** – The commitment of the local agencies to the goals outlined in this CMF is predicated on establishing a set of assurances that protect local interests.
- **ALL BOATS MUST RISE** – The integration of multiple objectives in the LS-DN Corridor can only be accomplished through the implementation of projects and assurances that address all partners' needs. Federal, state, and local interests must all be addressed in order to eliminate the organizational barriers necessary to motivate change and commit to implementation.
- **INTEGRATION** – All three levels of government must be equally represented in any governance structures formed to manage multi-benefit projects in the LS-DN Corridor.

Representation in this context is not defined as coordination. It is defined as active participation of local agency staff in any teams charged to develop and implement projects. It also includes the equitable integration of locally-elected representatives into any governance structures formed to oversee these projects.

- **WELL DESIGNED CORRIDOR & COMPLEX** – The LS-DN Corridor lies within the Sacramento River Flood Control Project. All features of the Project (including the rivers, tributaries, and bypasses along with their associated levees and reservoirs) work together as a system to provide flood risk reduction to the Sacramento Valley. The flood management projects identified in this CMF will need to be evaluated in the context of the Sacramento River flood protection system and habitat projects would be accomplished in the context of corridor level planning. Within the LS-DN Corridor, the YB-CS Complex will be the focus for the Complex Management Plan because the Complex is the area that is proposed for significant new flood management and habitat projects. The Complex Management Plan will recognize that the Complex is within the LS-DN Corridor and that the Corridor is part of a larger flood management system. The Complex Management Plan will address habitat projects in the context of a corridor approach that will provide for improved biodiversity on altered lands.
- **ALIGNMENT** – A broad array of state and federal actions are being proposed in the LS-DN Corridor that have the potential to dramatically alter the existing landscape. Because these actions are typically driven by regulatory requirements, they tend to be singularly focused and have competing objectives. To implement truly integrated, multi-benefit projects, these divergent actions must be aligned along a common vision that incorporates the local perspectives and helps achieve local objectives in addition to state and federal interests.
- **ACTION ORIENTED & PHASED** – The ability to demonstrate meaningful progress through the implementation of thoughtfully phased project elements will be critical to ensuring the integration of multiple competing objectives in the LS-DN Corridor. Early implementation “victories” are necessary to build the agency trust and public confidence required to address increasingly controversial issues and ambitious projects.
- **TRANSPARENT** – Trust between agencies around many water issues in the Central Valley is very low. In order to achieve success in the LS-DN Corridor, all partner agencies must participate collaboratively, constructively, and transparently. Such a partnership will anticipate, expect, and embrace peer review and joint project development as a means to build trust between the partner agencies.
- **IMPROVED BIODIVERSITY ON EXISTING LANDSCAPES** – The Yolo Bypass flood control project, within YB-CS Complex, currently co-exists with agricultural land uses and terrestrial species habitat, including wetlands in the Yolo Bypass Wildlife Area. The YB-CS Complex also provides valuable bio-diverse habitats with current land uses. However major changes to flood management and new habitat projects are being planned for the Complex. While avoiding conflicts with existing land uses is strongly

recommended, avoidance will not always be possible. The goal of the YB-CS Complex Management Plan is to ensure that changes in the YB-CS Complex will be developed and implemented in conjunction with local agencies and stakeholders. For example, there may be a need for engineering solutions that manage the movement of water across the YB-CS Complex in order to increase the flood plain habitat function of existing agricultural and other lands while increasing flood plain conveyance capacity.

- **LEARN BY DOING** – Project funding at all levels of government is limited. Modest and scalable short term investments implemented with the intent to advance our scientific understanding of improving valuable aquatic and terrestrial habitat within the LS-DN Corridor are necessary to ensuring a high return on those investments.

## **WHAT DOES THIS INCLUDE?**

The CMF presents a framework of projects and assurances that, if addressed together, will allow for the integration of multiple competing objectives in the LS-DN Corridor. This collection of actions may take decades to execute; and, as a result, a phased implementation strategy is required that develops and institutionalizes the foundational assurances associated with each individual project action, limits inefficiency, takes full advantage of existing opportunities and programs, builds trust and avoids stranded investment. Further, the implementation strategy must allow for the incremental realization of benefits with the execution of each phase.

The recommended activities fall into two primary categories. The first category is actions directly related to and primarily focused on the LS-DN Corridor. These activities are expected to move forward along similar timeframes as interrelated components of the CMF, although they would be independently managed and would have independent funding sources. These activities are summarized in Table 1. The second category includes actions directly related to and primarily focused on the YB-CS Complex. These activities are expected to be pursued along similar timeframes with a focus on resolving the issues associated with the implementation of any project in the YB-CS Complex. These activities are summarized in Table 2. Figure 2 depicts all of the activities preliminarily recommended by the CMF within the LS-DN Corridor and the YB-CS Complex. These tables and this figure should be considered preliminary for purposes of the CMF as they are expected to evolve over time as more information is developed regarding specific project feasibility, funding availability, and local community support.

TABLE 1 – Activities Preliminarily Recommended by the CMF for the LS-DN Corridor

		ACTIVITY	DESCRIPTION
LS-DN CORRIDOR	Planning & Policy	FEMA NFIP Regulatory Relief for Rural Areas	Facilitate a working group to explore alternative approaches to regulating the floodplain in agricultural areas that provides relief to rural communities where a structural solution to reduce flood risk is not practical or affordable.
	Projects	Sacramento Weir & Bypass	Support widening through authorization and implementation of the American River Watershed, Common Features, General Reevaluation Report (GRR) currently under development by the US Army Corps of Engineers (USACE).
		Woodland's Flood Risk Reduction & Railroad Relocation	Develop and implement a 200-year flood protection program for the City of Woodland that incorporates the relocation of rail facilities that impact regional flood protection infrastructure.
		Rio Vista Flood Risk Reduction	Develop and implement a 200-year flood protection program for the City of Rio Vista that also anticipates and accommodates any increased stages associated with upstream bypass expansion, sea level rise, or climate change.
		North Bay Aqueduct Alternate Intake Project	Develop and implement an alternate intake on the Sacramento River and connect it to the existing North Bay Aqueduct system in order to improve water quality and provide reliable deliveries.
		Small Community Flood Risk Reduction	Develop feasibility study to identify cost effective means to achieve protection against the base flood for the towns of Knights Landing and Yolo and implement the identified solution. Both towns appear to have viable levee improvement projects.
		Eastern Solano Regional Drainage and Flood Improvement Projects	Develop and implement regional drainage improvements and drainage water reuse for both levee protected lands and other lands dependent on drainage discharges into the YB-CS Complex.



TABLE 2 – Activities Preliminarily Recommended by the CMF for the YB-CS Complex

		ACTIVITY	DESCRIPTION
YB-CS COMPLEX	Planning & Policy	YB-CS Complex Management Plan (CMP)	<p>CMP will focus on addressing policy issues associated with the implementation of any project in the existing YB-CS Complex. Development of the CMP will be led by a team of local agencies with participation from key state and federal government agencies. Major elements of the CMP include but are not limited to:</p> <ul style="list-style-type: none"> <li>• <b>Assurances</b> – Development and institutionalization of the local assurances necessary to protect the local agencies and landowners from a multi-objective YB-CS Complex.</li> <li>• <b>Governance</b> – Establish a permanent governance structure for a multi-objective YB-CS Complex.</li> <li>• <b>Revenue</b> – Establishment of a sustainable revenue stream for long-term O&amp;M of a multi-objective YB-CS Complex.</li> <li>• <b>Agricultural Preservation</b> – Continue to promote policies that avoid the conversion of agricultural lands to other land uses. Where conversion is unavoidable, implement a process for determining appropriate levels of mitigation including contributions to an Agricultural Sustainability Fund.</li> <li>• <b>Engagement</b> – Development and implementation of a single engagement process for the coordination of new projects in the YB-CS Complex with local agencies.</li> </ul>
		CVP/SWP Fish Passage BiOp – locally preferred plan	Develop a locally preferred plan consistent with the CMP for addressing habitat, flood management, water supply, recreation, and drainage infrastructure issues in the YB-CS Complex that includes locally-identified drainage and infrastructure projects within the Complex (e.g., the projects identified in the Yolo Bypass Drainage and Water Infrastructure Improvement Study, April 2014).
	Projects	Delta Smelt BiOp – locally preferred plan	Develop a locally preferred plan that addresses habitat, flood management, water supply, recreation, and drainage infrastructure issues in the YB-CS Complex and that includes locally-identified drainage and infrastructure projects within the Complex. Work with relevant state and federal agencies, and other organizations to meet fish habitat requirements in the Cache Slough Complex consistent with the CMP.

## WHO IS INVOLVED?

A wide range of public agencies at all levels of government have an interest in the LS-DN Corridor. Many of these same agencies also have an interest in the YB-CS Complex. The ability to successfully implement a multi-objective plan in these complex political and regulatory landscapes requires a balanced approach to involvement that considers individual agency interests while also being responsive to a broad range of stakeholders.

The development of this CMF involved a coalition of local agencies originally brought together through development of the RFMP. These local agencies each have a strong interest in both the LS-DN Corridor and the YB-CS Complex. The local agencies directly involved with the development of this CMF include:

- Solano County
- Yolo County
- Sacramento Area Flood Control Agency
- West Sacramento Area Flood Control Agency
- Solano County Water Agency
- Reclamation District 2068

The governing board of each of these local agencies has passed a resolution endorsing this CMF as the locally-preferred approach to the integration of multiple objectives in the LS-DN Corridor. This endorsement includes a commitment from local agencies to continue working together and to work with state and federal agencies to advance the individual projects and assurances recommended by this CMF.

From the perspective of the local agencies developing this CMF, governance issues associated with projects and assurances in the LS-DN Corridor will be addressed on a case-by-case basis. These projects and assurances are expected to have significantly different requirements from one another in terms of scope and participation. These activities will need to be coordinated with one another; however, they will be separately managed.

These local agencies also believe that governance issues associated with projects and assurances in the YB-CS Complex should be addressed through a single governance structure. This governance structure will be developed as part of the YB-CS Complex Management Plan. This Plan will address the issue of how federal, state and local public agencies collectively develop, implement, and maintain projects in the YB-CS Complex. It would also identify agency responsibilities and would include a dispute resolution process that would be implemented to resolve disagreements among agency partners. Development of the YB-CS Complex Management Plan is expected to involve a broad array of agencies, landowners, and stakeholders.

## WHAT ASSURANCES DO WE NEED?

There is concern among local agencies and land owners that the conversion of land to accommodate habitat and flood management improvements will impact local interests. As a result, the local agencies have identified a series of assurances which must be addressed as part of any plan to convert or impact existing land uses. Development of the Complex Management Plan will provide a forum for analyzing and resolving each of these concerns. Some examples of these assurances include but are not limited to the following:

- *Flood Flow Conveyance:* Any action or combination of actions that will result in increases in flood stages above 0.05 ft shall be mitigated. Mitigation shall focus on raising the lower Yolo Bypass levees to ensure they meet the Sacramento River Flood Control Project requirements of having 6-feet of freeboard above the 1957 design elevation plus the calculated hydraulic impact. Mitigation actions should include other rural levee systems to ensure the levee performance is maintained to accommodate the higher flood stage as well as any impacts to Rio Vista. The hydraulic baseline for any flood analysis should be the 1957 project design corrected for existing freeboard deficiencies.
- *Endangered Species Protection:* The primary purpose of ecosystem improvement projects in the YB-CS Complex is to expand habitat for endangered and threatened species. The YB-CS Complex includes active agriculture, levees, and the North Bay Aqueduct that could be impacted by an increased presence of endangered species. Any action that will result in the introduced or increased presence of special status species must include a program for the incidental take of endangered species associated with the ongoing activities of local agencies and individual landowners and a reliable financing mechanism.
- *North Bay Aqueduct – Water Quality Mitigation:* The intake to the North Bay Aqueduct (NBA) is located in the Cache Slough area making it vulnerable to impacts from habitat projects in the YB-CS Complex. Tidal wetland habitat projects are designed to increase organic carbon generation that is an important part of the food chain for key endangered species such as Delta smelt. Organic carbon in a drinking water supply creates serious problems in the water treatment process. Organic carbon in source water leads to disinfection byproducts that are a public health issue. Additionally, habitat projects that intend to increase the population of endangered species could result in limitations in the operation of the NBA. Pumping at the NBA has been restricted to protect Delta smelt and longfin smelt. Any habitat projects must provide mitigation for any adverse water quality or water reliability impacts at the NBA.
- *Local Economy:* Any conversion of land that removes the obligation to pay property taxes and assessments must include an enforceable mechanism for payment in lieu of property tax to the Counties and continuation of the obligation to pay special district assessments. Further, the creation of habitat and recreational facilities can result in an increase in the need for local government services such as law enforcement, vector

control, fire and rescue. Each project should be required to analyze potential impacts and provide mitigation consistent with local policies and/or sustainable funding.

- *Agricultural Economy:* Both Solano and Yolo Counties promote a full due-diligence process to avoid and minimize project impacts to agriculture, and establishment of an Agricultural Sustainability fund to improve agricultural practices. However, when avoidance is not possible, the in-kind conservation of lands and/or purchase of similar agricultural mitigation lands is required. This conversion of agricultural lands to habitat, flood control or other uses will have a negative impact on the regional agricultural economy. Any action that will result in the conversion of agricultural land to another use or reduce the productivity of agricultural land must conduct a detailed evaluation of impacts and mitigate for these impacts in one or more ways as required by local agency policy such as contributions toward an Agricultural Sustainability fund.
- *Local Conservation Plans:* Any action undertaken in the LS-DN Corridor must be consistent with the Solano Multispecies Habitat Conservation Plan (HCP) and the Yolo HCP / Natural Community Conservation Plan (NCCP). Projects included in the CMF must not interfere with the implementation of these plans and should enhance the benefits of the plans.
- *Yolo Bypass Wildlife Area:* Any action undertaken in the YB-CS Complex must protect the environmental, recreational, and educational opportunities afforded by the Yolo Bypass Wildlife Area and must not compromise the significant wetland resources and wildlife-friendly agricultural lands in the Wildlife Area.

## HOW WILL THIS BE PAID FOR?

The integration of multiple objectives through the CMF creates a unique opportunity to capture funding for the development and implementation of recommended projects through a wide variety of federal, state, and local sources. At the federal and state level, these sources include Proposition 1E, Proposition 1, appropriations through the US Army Corps of Engineers Civil Works Program, future water bonds, and the federal and state water projects. Proposition 1E would be accessed primarily through existing programs administered by DWR including the continuing Regional Flood Management Planning (RFMP), the Urban Flood Risk Reduction (UFRR) program, the Small Communities (SC) protection program, the System Improvement program, the Subventions program, and the Special Projects program. At the local level, funding sources are expected to include existing (and potentially new) assessments, in-lieu fees, and tax revenue. A preliminary assessment of the cost and source of funding required for each activity recommended by the CMF is presented in Table 3.

TABLE 3 – Financial Assessment for Activities Identified in the CMF

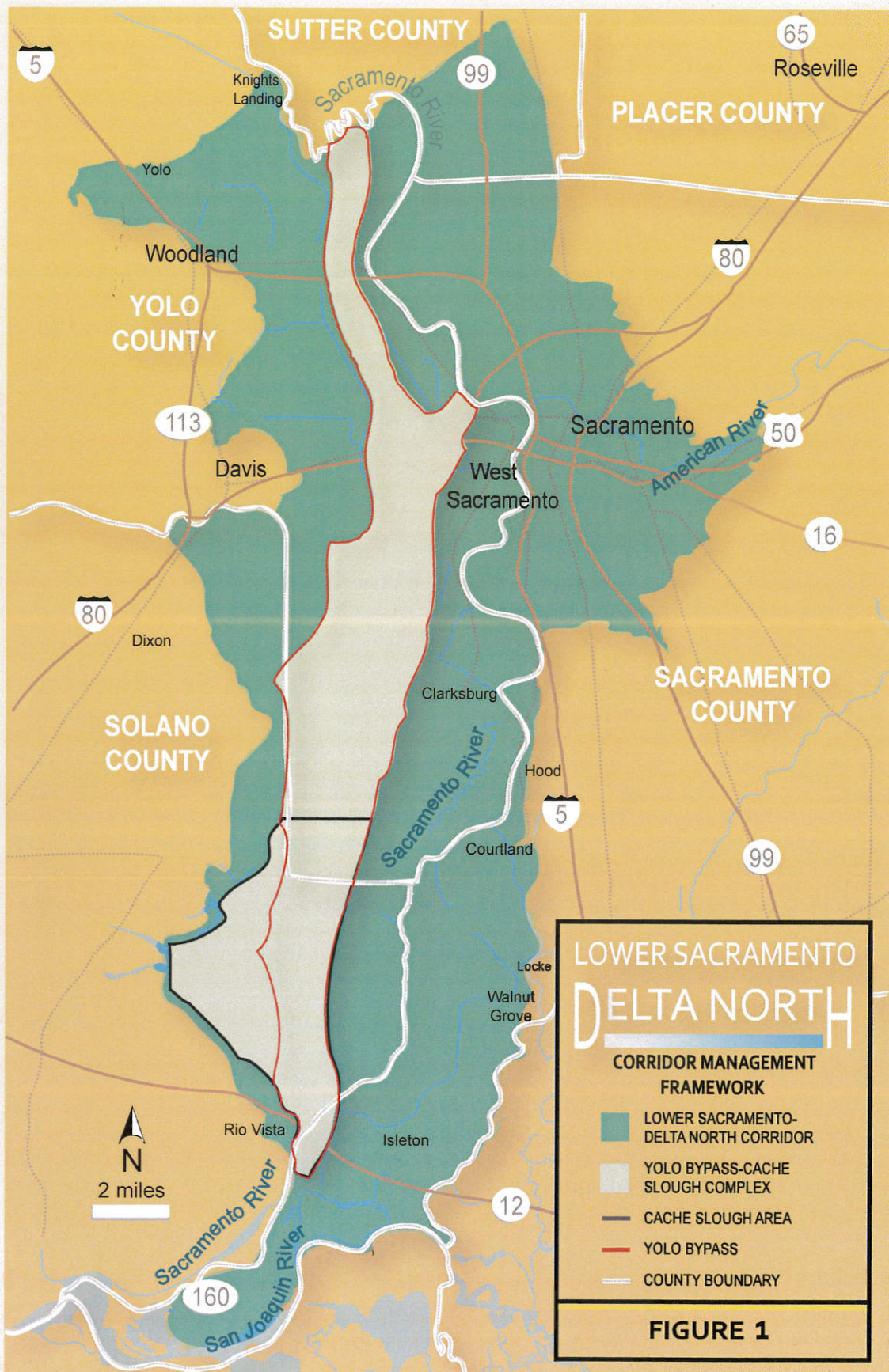
CMF ACTIVITY	FUNDING SOURCE							
	RFMP	UFRR	SC	SYSTEM	Prop 1	SWP / CVP	USACE	LOCAL
FEMA NFIP Regulatory Relief for Rural Areas	X							X
Sacramento Weir & Bypass Widening							X	X
Woodland Flood Risk Reduction & Railroad Relocation Project		X						X
Rio Vista Flood Risk Reduction Project		X						X
North Bay Aqueduct Alternate Intake Project					X	X		X
Small Community Flood Risk Reduction Projects			X					X
Eastern Solano Regional Drainage and Flood Improvement Projects			X					X
YB-CS Complex Management Plan (CMP)				X				X
CVP/SWP Fish Passage BiOp locally preferred plan				X	X	X		X
Delta Smelt BiOp locally preferred plan					X	X		
<b>KEY:</b> RFMP – Regional Flood Management Planning UFRR – DWR Urban Flood Risk Reduction Program SC – Small Communities Protection Program ( <i>Under Development</i> ) System – State funding in support of System Improvement Projects Prop 1 – 2014 Water Bond with funding for Water Quality, Supply, Treatment, and Storage Projects SWP/CVP – State Water Project / Central Valley Project Funds USACE – Federal Appropriations through U.S. Army Corps of Engineers Civil Works Program Local – Local agency contributed funds								

## REFERENCES:

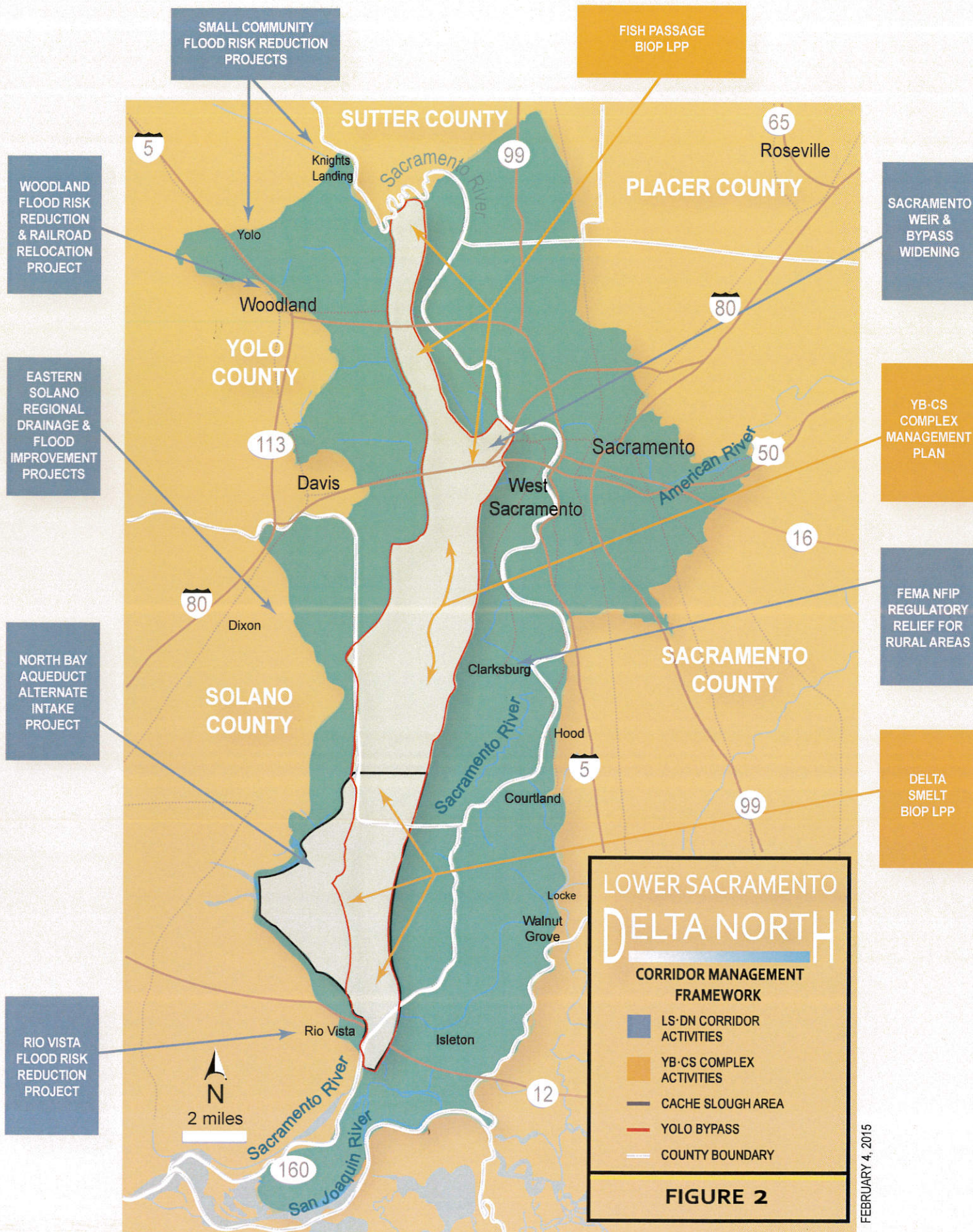
State of California, Department of Water Resources, *Central Valley Flood Protection Plan*, Sacramento, CA, June 2012.

State of California, Department of Water Resources, *Lower Sacramento River / Delta North Region, Regional Flood Atlas - Draft*, Sacramento, CA, May 2013.









FEBRUARY 4, 2015



## PROJECT UNDERSTANDING

Large-scale tidal wetland restoration projects planned in the Yolo Bypass/Cache Slough Complex are expected to increase aquatic food production in the region. In turn, this food web improvement has the potential to increase the presence of listed fish in the vicinity of existing water infrastructure such as the Barker Slough Pumping Plant (Solano County Water Agency), Pumping Plant #1 (Reclamation District 2068) and over 40 smaller private water diversions (Figure 1). The proximity of these additional listed fish to water infrastructure may create new liabilities under the federal Endangered Species Act (ESA) or California Endangered Species Act (CESA), either real or perceived.

For the last 8 months, ICF has been working closely with the Sacramento Area Flood Control Agency (SAFCA), the Solano County Water Agency (SWCA), and other members of the Yolo Bypass/Cache Slough Partnership Infrastructure Assurance Working Group to determine how best to address this issue. During this time, ICF led discussions with the US Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), California Department of Fish and Wildlife (CDFW), and the California Department of Water Resources (DWR) on various tools available to address this issue. ICF produced several technical products to explore the following options:

- Add covered activities to the in-process Solano HCP, led by SCWA.
- Prepare a Safe Harbor Agreement (SHA) led by SCWA, DWR, or SAFCA.
- Amend the Solano HCP after it is approved in 2020.
- Prepare a stand-alone HCP focused just on water diversion in Cache Slough.

After thoroughly exploring each of these options, it is now clear that the most efficient and effective tool will be a stand-alone HCP focused on water diversions. The purposes of this HCP will be:

1. To provide incidental take authorization under ESA and CESA for on-going water diversions for agricultural uses in the Yolo Bypass and Cache Slough.
2. To provide to participating landowners long-term regulatory assurances for endangered species from large-scale habitat restoration planned and underway in the region.

The outcome of this HCP will be three permits:

- ESA Section 10(a)(1)(B) incidental take permit from NMFS for listed salmonids that are currently listed or expected to become listed during the permit term
- ESA Section 10(a)(1)(B) incidental take permit from USFWS for delta smelt and longfin smelt
- CESA incidental take permit under Section 2081(b) of California Fish and Game Code from CDFW for all state-listed fish covered by the HCP

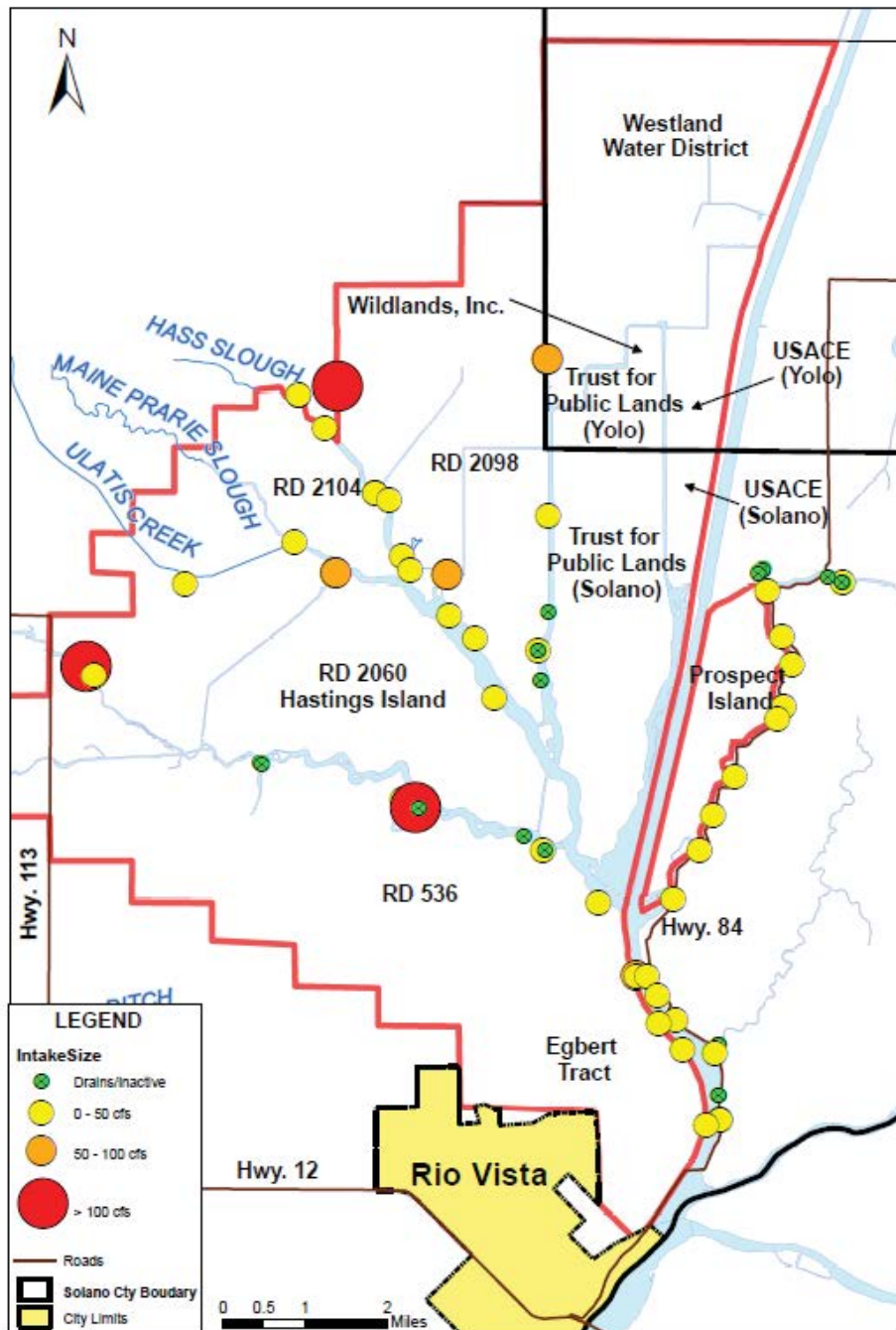
ICF proposes that the HCP be developed in three phases:

1. **Phase 1:** Develop HCP Strategy and Approach
2. **Phase 2:** Prepare Draft HCP and 2081 Permit Application and Draft CEQA and NEPA document
3. **Phase 3:** Finalize HCP and CEQA/NEPA document

Phase 1, which is the subject of this proposal, will focus on determining the foundational elements of the HCP such as the permit area, covered species, covered activities, permit term, and permittees. Phase 1 will also determine key process elements such as the nature of stakeholder involvement. Phase 1 will conclude with a clear scope, schedule, cost estimate, and contracting plan for the next phases of the process.



Phase 2 of the HCP will focus on preparing the HCP document and 2081(b) permit application, along with a parallel environmental compliance document or documents to satisfy CEQA and NEPA. Phase 2 would end when these documents are released for public review. In the final phase of the project ICF would compile and address all public comments and complete the HCP so that all three wildlife agencies can issue their incidental take permits.



Source: Solano County Water Agency

**Figure 1. Local Water Diversions in the Cache Slough Complex Area.**

## PROPOSED SCOPE OF WORK

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The proposed scope of work is divided into three tasks, project management and meetings (Task 1), determine HCP strategy (Task 2), and develop Phases 2 and 3 approach (Task 3). This scope of work assumes a schedule of 6 months from the time of contract authorization.

### Task 1. Project Management and Meetings

This task includes meeting regularly with an HCP Steering Committee to discuss all of the key issues described in Task 2 and make decisions about the scope and approach of the HCP. We assume that the HCP Steering Committee will be composed of representatives from SAFCA, SCWA, Solano County, DWR, and RD2068. Yolo County may also join the Steering Committee if they are interested. We assume that the Steering Committee will meet approximately monthly to review draft work products developed by ICF. ICF will revise these work products based on comments from the Steering Committee and then share them with the Assurances Workgroup for broader review. The Steering Committee will form focused subcommittees as needed to get their work done. The Assurances Workgroup will be the forum for review by CDFW, NMFS, and USFWS staff on the draft scope for the HCP.

The scope of work and cost estimate assumes six meetings of the Steering Committee and six meetings of the Assurances Workgroup. All meetings are assumed to occur in either Vacaville or Sacramento. This task also includes regular coordination with the project team, coordination with SAFCA as the contracting agency, and monthly invoicing.

### Task 2. Determine HCP Strategy

Task 2 will answer fundamental questions about the scope, scale, and timeline of the HCP. For each topic we will produce a technical memo to introduce the topic, explain its significance for the HCP, and present options for the Steering Committee to consider. ICF will also recommend an option and explain why. Each technical memo will be written so that the information can be easily incorporated into the first several chapters of the HCP. All of the work conducted in Phase 1 would therefore directly support development of the HCP in Phase 2.

#### *Subtask 2.1. Plan Area and Permit Area*

The HCP permit area will include all areas where covered activities and expected conservation actions will occur that have the potential to affect the covered species. The plan area will be designed to encompass all of a possible permit area (see Figure 1 for an example). Factors that must be considered when identifying the plan area and permit area include:

- ▶ Locations of covered agricultural and water supply diversions
- ▶ Areas where indirect impacts may occur (particularly areas downstream of operational changes)
- ▶ Areas where conservation actions may occur
- ▶ Important topographic or hydrologic boundaries, such as watersheds
- ▶ Habitat or natural community boundaries
- ▶ Political or land use boundaries

ICF will work closely with the Steering Committee to identify the plan area and permit area. We will develop a technical memo that recommends a plan area and permit area and describes its rationale. The memo will include maps as needed to illustrate the proposed areas. The memo will be written so that the contents can easily be incorporated into the HCP.

#### *Subtask 2.2. Covered Activities*

ICF will identify all potential covered activities in the plan area focusing on public and private agricultural diversions. ICF will screen all potential covered activities against the following criteria. For an activity to be covered, it must meet all of these criteria:

- ▶ **Control or Authority.** The covered activity must be under the direct control of the permittee, or the permittee has indirect control over the activity through regulation (e.g., a permit or authorization).
- ▶ **Location.** The covered activity will occur in the HCP plan area or permit area.
- ▶ **Timing.** The covered activity will occur during the proposed permit term.
- ▶ **Impact.** The covered activity has a reasonable likelihood of resulting in take of one or more covered species.
- ▶ **Project Definition.** The location, footprint, and types of impacts resulting from the activity are reasonably foreseeable and can be evaluated in the plan.
- ▶ **Practicability.** The activity can be included in the HCP without substantially increasing the scope and cost of plan development or implementation (e.g., adding new covered species, adding significant complexity to the analysis, or adding significant new controversy).

### *Subtask 2.3. Applicants and Permittees*

As part of this task, ICF will assist the Steering Committee to determine which agencies will be the permit applicants and ultimately the permittees. At a minimum, SCWA and RD2068 are assumed to be permittees. Depending on the scope of the covered activities, other reclamation districts may also be permittees. Other candidates for permittees are Solano County, Yolo County, and DWR.

### *Subtask 2.4. Covered Species*

Covered species are those species that will be listed on the ITP permits issued by the USFWS, NMFS, and CDFW. We will consider including species that are federally listed or state listed, as well as species that may become listed during the expected term of the permits. We propose the following criteria be used to select the covered species:

- ▶ **Occurrence.** Is the species known to occur or have potential to occur in the study area?
- ▶ **Status.** Is the species federally or state-protected or does it have the potential to become protected during the permit term?
- ▶ **Impact.** Are any of the proposed covered activities expected to result in take of the species?
- ▶ **Data.** Drawing on the best available science and emerging data, does sufficient data exist on the species to adequately evaluate impacts to the species and to develop conservation actions to address these impacts and contribute to species recovery?

In our experience, a clear set of criteria are very helpful throughout the process because stakeholders inevitably propose to add new covered species. Using the criteria, these new species can be easily evaluated for coverage. ICF will refine and expand these preliminary criteria as needed and develop a preliminary list of all special-status species that may occur in the study area. We will then screen all of these species according to the refined criteria to create a proposed list of covered species. We will clearly document the criteria and selection process in a memorandum and series of tables that will be suitable for inclusion in the HCP.

We assume that the Cache Slough HCP will likely cover the following six state or federally listed species: Delta Smelt; Longfin Smelt; Sacramento River Winter-Run Chinook Salmon Evolutionarily Significant Unit (ESU); Central Valley Spring-Run Chinook salmon ESU; Central Valley Steelhead Distinct Population Segment (DPS); and North American Green Sturgeon Southern DPS.

Non-fish species such as Giant Garter Snake or Swainson's Hawk will likely not need coverage in the HCP because on-going water diversions will not take them. However, we will evaluate and confirm this as part of the Phase 1 project.

### *Subtask 2.5. Permit Term*

The permit term of an HCP is the length of time for which the incidental take permit (ITP) is valid and during which permittees may undertake activities covered by the permit. The permit term is also the

time period in which all mitigation and conservation measures must be accomplished. Several factors are considered when selecting a permit term, including guidance from regulatory agencies, the time horizons of covered activity implementation, and the time necessary to implement the conservation strategy. ICF will work with the Steering Committee to identify an appropriate permit term and document a reasonable rationale for this permit term. We will document a preliminary permit term and rationale in a short technical memo.

### *Subtask 2.6. Methods for Effect Analysis and Conservation Strategy*

ICF will propose methods for the effects analysis to be reviewed by the Steering Committee and Assurances Workgroup. It is anticipated that these methods will include review of available studies of entrainment in diversions similar to those in the plan area. Available water diversion data will be collated from appropriate sources, e.g., from the publicly available Electronic Water Rights Information Management System (eWRIMS; [https://www.waterboards.ca.gov/waterrights/water\\_issues/programs/ewrims/](https://www.waterboards.ca.gov/waterrights/water_issues/programs/ewrims/)). Baseline estimates of entrainment may be made by multiplying monthly diversion estimates by densities of fish, with appropriate multipliers to down-weight offshore distribution of fish in river channels, for example.

ICF will also propose potential methods of mitigating the covered activities for the Conservation Strategy, again for review by the Steering Committee and Assurances Workgroup. Initial concepts for consideration will be intake screening, consolidation of multiple intakes to fewer locations in areas with less potential for entrainment, and operational adjustments to adjust for diel fish behavior changes.

### *Subtask 2.7. Environmental Compliance Document(s)*

As part of Task 2 ICF will assist the Steering Committee and the Assurances Workgroup to determine the appropriate level of CEQA and NEPA compliance given the proposed scope and scale of the HCP. We will address questions such as who would be the CEQA lead agency, and who would be the NEPA lead agency. For the NEPA lead agency, we need to take into account the constraints of the Department of Interior Secretarial Order 3355 regarding NEPA streamlining, deadlines, and document page limits. Also for NEPA compliance, we will help to determine the most likely NEPA compliance tool, an Environmental Assessment (EA) or Environmental Impact Statement (EIS). Making these decisions early in the process will help determine the schedule and cost for Phases 2 and 3 of the HCP, as well as the options available for stakeholder and public involvement.

## **Task 3. Develop Phases 2 and 3 Approach**

After concluding Task 2, ICF will prepare a scope of work, expected timeline, and estimated cost for Phases 2 and 3 of the HCP and CEQA/NEPA document. This scope of work and cost estimate will be based on the decisions made as part of Task 2. Also as part of this task, we will work with the Steering Committee to determine how local stakeholders will be involved in the HCP process. At a minimum, local stakeholders will have the opportunity to review and comment on the public draft HCP and CEQA/NEPA document. ICF will also present options to the Steering Committee for more robust stakeholder involvement including a formal stakeholder group and targeted stakeholder outreach. Also as part of this task ICF will work with the Steering Committee to help determine who will pay for Phases 2 and 3 of the HCP and under what contract mechanism.

Funding sources for Phases 2 and 3 will include a federal grant under the Cooperative Endangered Species Conservation Fund. This grant program is administered by USFWS under Section 6 of the ESA. The Fund includes a grant program for HCP Planning Assistance that can provide up to \$1.0 million each year to winning grant applications. This HCP may be eligible for at least one grant

under this program. ICF will advise the Steering Committee about this grant program and how best to apply, if desired.

## **PROPOSED COST ESTIMATE**

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Based on our understanding of the project and the proposed scope of work above, we estimate this work will cost \$119,870, including direct expenses. Table 1 on the next page describes the costs associated with each task. These billing rates apply during 2019; billing rates may increase in 2020 due to inflation. ICF will invoice monthly on a time and materials basis. Invoices are due 30 days from time of receipt.