

SOLANO COUNTY WATER AGENCY



BOARD OF DIRECTORS:

Chair:

Mayor Harry Price
City of Fairfield

Vice Chair:

Director Dale Crossley
Reclamation District No. 2068

Mayor Jack Batchelor
City of Dixon

Mayor Osby Davis
City of Vallejo

Supervisor Erin Hannigan
Solano County District 1

Mayor Steve Hardy
City of Vacaville

Director John D. Kluge
Solano Irrigation District

Mayor Elizabeth Patterson
City of Benicia

Mayor Norm Richardson
City of Rio Vista

Director Gene Robben
Maine Prairie Water District

Mayor Pete Sanchez
City of Suisun City

Supervisor Linda Seifert
Solano County District 2

Supervisor Jim Spering
Solano County District 3

Supervisor Skip Thomson
Solano County District 5

Supervisor John Vasquez
Solano County District 4

GENERAL MANAGER:

David Okita, PE
Solano County Water Agency

BOARD OF DIRECTORS MEETING

DATE: Thursday, September 11, 2014

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

(A) Minutes: Approval of the Minutes of the Board of Directors meeting of August 14, 2014 is recommended.

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

(C) Water Management Plan Update: Approve the five-year update to the SCWA Water Management Plan as required by the U.S. Bureau of Reclamation.

(D) Bay Area Proposition 84 Integrated Regional Water Management Grant: Authorize the General Manager, on behalf of ten Water Agencies and two special districts, to execute necessary documents with the Association of Bay Area Governments (ABAG) to administer a conservation grant as part of the Bay Area Proposition 84 Integrated Regional Water Management Grant.

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



(E) Home Water Report Pilot Study: Authorize General Manager to execute an agreement with WaterSmart Software, Inc. for implementation of a Pilot Study to determine the effectiveness of Home Water Reports in increasing residential water conservation, costing \$60,000.

(F) Dixon Redevelopment – Sale of Pardi Site: Authorize Chairman to execute an agreement with the City of Dixon concurring with the sale of the Pardi Site to the City of Dixon.

6. BOARD MEMBER REPORTS

RECOMMENDATION: For information only.

7. GENERAL MANAGER'S REPORT

RECOMMENDATION: For information only.

8. LOWER SACRAMENTO/DELTA NORTH REGIONAL FLOOD MANAGEMENT PLAN

RECOMMENDATION: Hear presentation on the Lower Sacramento/Delta North Regional Flood Management Plan, including the proposed Yolo Bypass/Cache Slough Integrated Water Management Plan and adopt resolution in support of the Regional Flood Management Plan.

9. DELTA ISSUES

RECOMMENDATION: Hear Report from the Delta Water Coordination Working Group and provide direction as necessary. Hear report from Supervisor Thomson on the activities of the Delta Counties Coalition and the Delta Protection Commission.

10. LPCCC: PUTAH CREEK FLOODPLAIN RESTORATION PROJECT

RECOMMENDATION: Authorize General Manager to execute an agreement with the lowest, responsible bidder for Putah Creek Floodplain Restoration (Phase 3).

11. TIME AND PLACE OF NEXT MEETING

Thursday, October 9, 2014 at 6:30 p.m. at the SCWA offices.

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

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

SOLANO COUNTY WATER AGENCY
BOARD OF DIRECTORS MEETING MINUTES

MEETING DATE: August 14, 2014

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

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

CALL TO ORDER

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

APPROVAL OF AGENDA

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

PUBLIC COMMENT

There were no public comments.

CONSENT ITEMS

On a motion by Supervisor Spering and a second by Mayor Sanchez the Board unanimously approved Consent Items A through H.

- (A) Minutes
- (B) Expenditure Approvals
- (C) Response Letter to 2013-2014 Grand Jury Report Entitled Geogrp hic
Information System
- (D) Purchase All-purpose Utility Tractor
- (E) Agreement with Matson & Isom for Audit
- (F) LPCCC: Putah Creek Floodplain Restoration Project
- (G) Agreement with IERS, Inc. for a Post-Fire Assessment of the Monticello
Fire
- (H) Water Conservation Coordinator Reclassification

BOARD MEMBER REPORTS

There were no Board Member reports.

GENERAL MANAGER'S REPORT

Senior Engineer, Alex Rabidoux, gave a brief presentation on the extent of damage in the Putah Creek watershed from the two recent fires. Staff will evaluate water quality concerns and report any potential action for Board consideration.

WATER BOND

Manager Okita gave a summary of the final Water Bond language. Legislative advocate, Patrick Leathers, summarized the political process that produced the Bond compromise. The Board directed staff to send letters to Senator Wolk and Assemblyman Frazier thanking them for their support of Solano interests during development of the Water Bond.

A motion was made by Supervisor Seifert with a second by Mayor Batchelor for Agency to support final Water Bond ballot measure. The motion passed by 12 to 1. Mayor Patterson was a dissenting vote, Manager Hardesty abstained.

AGREEMENT IN PRINCIPLE FOR SWP CONTRACT EXTENSION

Manager Okita outlined the principles of the agreement reached during months of negotiating between DWR and State Water Contractors. The full agreement will be brought to the Board for approval upon completion of the environmental process. The Board requested staff to advocate strong financial reporting requirements, at least quarterly.

On a motion by Mayor Patterson and a second by Supervisor Hannigan the Board unanimously authorized General Manager to execute an Agreement in Principle for a contract amendment concerning extension of the SCWA State Water Project Water Supply Contract.

DELTA ISSUES

Supervisor Seifert reported the Delta Coordination Working Group was winding up its BDCP activities. The last task is to produce a compilation of all Solano parties comment letters. The Group plans to continue meeting to work on emerging water issues. The Group will produce a work plan for Board review.

TIME AND PLACE OF NEXT MEETING

The next regularly scheduled meeting will be Thursday, September 11, 2014 at 6:30 P.M. in the Monticello Room located at the Solano County Water Agency offices.

ADJOURNMENT

This meeting of the Solano County Water Agency Board of Directors was adjourned at 6:53 P.M.

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

**ACTION OF
SOLANO COUNTY WATER AGENCY**

DATE: September 11, 2014

SUBJECT: Expenditures Approval

RECOMMENDATION:

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

FINANCIAL IMPACT:

All expenditures are within previously approved budget amounts.

BACKGROUND:

The Water Agency auditor has recommended that the Board of Directors approve all expenditures (in arrears). Attached is a summary of expenditures from the Water Agency's checking accounts for the month of August, 2014. Additional backup information is available upon request.

Recommended: 
David B. Okita, General Manager

☐

Approved as
recommended

☐

Other
(see below)

Modification to Recommendation and/or other actions:

I, David B. Okita, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on September 11, 2014 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

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

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

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

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
8/2/14	100164	2023AC 1020SC	FSA REMIBURSEMENT AUGUST 2014 PATE, THOMAS	100.00	100.00
8/4/14	24608V	2020SC 1020SC	Invoice: TURF REABTE - RICO TURF REBATE PROGRAM	861.00	861.00
8/19/14	24628	2020N 1020SC	Invoice: TURF REBATE - KSMITH TURF REBATE PROGRAM	1,000.00	1,000.00
8/20/14	24628V	2020N 1020SC	Invoice: TURF REBATE - KSMITH TURF REBATE PROGRAM	1,000.00	1,000.00
8/4/14	24629	2020SC 1020SC	Invoice: 9029769749 AIRGAS USA, LLC	311.76	311.76
8/4/14	24630	2020SC 1020SC	Invoice: 0070616 BSK ASSOCIATES	2,347.50	2,347.50
8/4/14	24631	2020SC 1020SC	Invoice: MEMBERSHIP 2014-15 CA HABITAT CONS PLANNING COALITION	1,000.00	1,000.00
8/6/14	24631V	2020SC 1020SC	Invoice: MEMBERSHIP 2014-15 CA HABITAT CONS PLANNING COALITION	1,000.00	1,000.00
8/4/14	24632	2020SC 1020SC	Invoice: 190369 CAMPBELL SCIENTIFIC, INC.	9,132.97	9,132.97
8/4/14	24633	2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 14-310-V JUN 2014 Invoice: 14-024-O AUG 2014 Invoice: 14-026-U AUG 2014 Invoice: 14-026-T AUG 2014 DEPARTMENT OF WATER RESOURCES	49,861.00 13,817.00 4,370.00 400,665.00	468,713.00
8/4/14	24634	2020SC 1020SC	Invoice: PS010712701 HOLT OF CALIFORNIA	718.02	718.02
8/4/14	24635	2020SC 1020SC	Invoice: CL59904 INTERSTATE OIL COMPANY	1,095.64	1,095.64
8/4/14	24636	2020SC 1020SC	Invoice: 68-0197823: CP220 #2 INTERNAL REVENUE SERVICE	52.77	52.77
8/4/14	24637	2020SC 1020SC	Invoice: PASS THRU #8 NAPA COUNTY FC&WCD	61,380.00	61,380.00
8/27/14	24637V	2020SC 1020SC	Invoice: PASS THRU #8 NAPA COUNTY FC&WCD	61,380.00	61,380.00
8/4/14	24638	2020SC 1020SC	Invoice: 57080 NORMANDEAU ASSOCIATES, INC.	5,104.00	5,104.00
8/4/14	24639	2020SC 1020SC	Invoice: AUGUST 2013 LOUIS A. PEREZ	43.28	43.28
8/4/14	24640	2020SC 1020SC	Invoice: MAY - JUN 2014 PUTAH CREEK COUNCIL	14,195.70	14,195.70
8/4/14	24641	2020SC 2020SC 2020SC 1020SC	Invoice: 42091295 Invoice: 42190247 Invoice: 42191151 SBS LEASING A PROGRAM DE LAGE	312.29 980.93 77.67	1,370.89
8/4/14	24642	2020SC 1020SC	Invoice: 0002402 SOLANO IRRIGATION DISTRICT	129,905.24	129,905.24
8/4/14	24643	1020SC	VOID		
8/4/14	24644	2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 03048 Invoice: 03045 Invoice: 03047 Invoice: 03046 Invoice: 03049 SOLANO COUNTY DEPT RESOURCE MGMT.	13,234.74 14,600.17 1,977.95 14,656.47 15,990.15	60,459.48
8/4/14	24645	1020SC	VOID		

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8/4/14	24646	2020SC	Invoice: 33885	1,240.00	
		2020SC	Invoice: 33886	4,265.00	
		1020SC	SOUTHWEST ENVIRONMENTAL		5,505.00
8/4/14	24647	2020SC	Invoice: 649299AUG	702.83	
		1020SC	STANDARD INSURANCE COMPANY		702.83
8/4/14	24648	2020SC	Invoice: 5/26/13 - 6/6/13	37.85	
		1020SC	CHRIS TIMMER		37.85
8/4/14	24649	2020SC	Invoice: TURF REBATE - BUNCH	678.00	
		1020SC	TURF REBATE PROGRAM		678.00
8/4/14	24650	2020SC	Invoice: SCWA-FY2013-14-12	13,649.74	
		1020SC	WILDLIFE SURVEY & PHOTO SERVICE		13,649.74
8/4/14	24650V	2020SC	Invoice: SCWA-FY2013-14-12		13,649.74
		1020SC	WILDLIFE SURVEY & PHOTO SERVICE	13,649.74	
8/4/14	24651	2020SC	Invoice: 164792	29.85	
		2020SC	Invoice: 165226	154.99	
		2020SC	Invoice: 820705	43.04	
		2020SC	Invoice: 821189	39.89	
		2020SC	Invoice: 165225	49.94	
		2020SC	Invoice: 821448	12.92	
		2020SC	Invoice: 166032	9.72	
		2020SC	Invoice: 165773	94.51	
		2020SC	Invoice: 165772	6.98	
		2020SC	Invoice: 165283	111.51	
		2020SC	Invoice: 166028	37.08	
		2020SC	Invoice: 165875	46.97	
		2020SC	Invoice: 822540	55.01	
		1020SC	PACIFIC ACE HARDWARE		692.41
8/4/14	24652	1020SC	VOID		
8/4/14	24653	2020SC	Invoice: TURF REBATE - PALMA	742.00	
		1020SC	TURF REBATE PROGRAM		742.00
8/4/14	24654	2020SC	Invoice: TURF REABTE - LAWTON	1,000.00	
		1020SC	TURF REBATE PROGRAM		1,000.00
8/4/14	24655	2020SC	Invoice: TURF REBATE - ROMER	450.00	
		1020SC	TURF REBATE PROGRAM		450.00
8/4/14	24656	2020SC	Invoice: TURF REABTE - PRECOU	1,000.00	
		1020SC	TURF REBATE PROGRAM		1,000.00
8/4/14	24657	2020SC	Invoice: TURF REBATE - ENSMIN	245.00	
		1020SC	TURF REBATE PROGRAM		245.00
8/4/14	24658	2020SC	Invoice: TURF REBATE - MUELLE	944.00	
		1020SC	TURF REBATE PROGRAM		944.00
8/4/14	24659	2020SC	Invoice: TURF REBATE - MANNET	840.00	
		1020SC	TURF REBATE PROGRAM		840.00
8/4/14	24660	2020SC	Invoice: TURF REBATE - VIDT	568.00	
		1020SC	TURF REBATE PROGRAM		568.00
8/4/14	24661	2020SC	Invoice: TURF REBATE - BUNUAN	694.00	
		1020SC	TURF REBATE PROGRAM		694.00
8/4/14	24662	2020SC	Invoice: TURF REBATE - LAQUID	978.00	
		1020SC	TURF REBATE PROGRAM		978.00
8/4/14	24663	2020SC	Invoice: TURF REABTE - RICO	234.00	
		1020SC	TURF REBATE PROGRAM		234.00
8/8/14	24664	2020SC	Invoice: 161989	36.00	
		1020SC	A & L WESTERN AGRICULTURAL LABS		36.00
8/8/14	24665	2020SC	Invoice: 0302899	1,630.00	
		1020SC	CB&T/ACWA-JPIA		1,630.00
8/8/14	24666	2020SC	Invoice: 1730739	514.07	

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		1020SC	AMERICAN TOWER CORPORATION		514.07
8/8/14	24667	2020SC 1020SC	Invoice: 190767 CAMPBELL SCIENTIFIC, INC.	8,470.09	8,470.09
8/8/14	24668	1020SC	VOID		
8/8/14	24669	2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 868946 Invoice: 870005 Invoice: 870003 Invoice: 870004 Invoice: 870505 CENTRAL AUTO PARTS	13.23 27.54 433.95 28.29 78.84	581.85
8/8/14	24670	2020SC 1020SC	Invoice: 7/23/14 - 8/22/14 AT&T MOBILITY	139.04	139.04
8/8/14	24671	2020SC 1020SC	Invoice: 5001614996 CINTAS CORPORATION	63.25	63.25
8/8/14	24672	2020SC 1020SC	Invoice: 15-07-01S DEPT OF FORESTRY & FIRE PROTECTION	27.43	27.43
8/8/14	24673	2020SC 1020SC	Invoice: 158 GATES CONSULTING SERVICES	2,230.00	2,230.00
8/8/14	24674	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 4026762 Invoice: 0025501 Invoice: 0025499 Invoice: 0025497 Invoice: 4026764 Invoice: 7012235 Invoice: 7012237 Invoice: 7012233 Invoice: 0011635 Invoice: 5028832 HOME DEPOT CREDIT SERVICE	106.80 105.53 17.23 54.84 103.37 24.16 58.79 43.12 169.95 267.30	951.09
8/8/14	24675	2020SC 1020SC	Invoice: MEMBERSHIP 2014-15 INSTITUTE OF ECOLOGICAL HEALTH	1,000.00	1,000.00
8/8/14	24676	2020SC 1020SC	Invoice: 460550 M&M SANITARY LLC	144.00	144.00
8/8/14	24677	2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 480310166 Invoice: 480311031 Invoice: 480312743 Invoice: 480311880 Invoice: 480313600 MISSION LINEN SUPPLY	98.95 94.96 86.96 78.97 78.97	438.81
8/8/14	24678	2020N 1020SC	Invoice: 1656532 MWH AMERICAS INC.	1,198.79	1,198.79
8/8/14	24679	2020SC 1020SC	Invoice: 5502523054 PITNEY BOWES	141.19	141.19
8/8/14	24680	2020SC 1020SC	Invoice: 0731140228 SHANDAM CONSULTING	1,015.00	1,015.00
8/8/14	24681	2020SC 1020SC	Invoice: C831944-541 SHARP ELECTRONICS CORPRATION	1,487.76	1,487.76
8/8/14	24682	2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 35979 Invoice: 36073 Invoice: 36126 Invoice: 267981 Invoice: 267978 SUISUN VALLEY FRUIT GROWERS AS	25.29 125.61 113.31 12.60 21.30	298.11
8/8/14	24683	2020SC 2020SC 1020SC	Invoice: 134926 Invoice: 215803 TRACTOR SUPPLY CREDIT PLAN	36.54 313.94	350.48
8/8/14	24684	2020SC 1020SC	Invoice: TURF REBATE - MANCUS TURF REBATE PROGRAM	1,000.00	1,000.00

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8/8/14	24685	2020SC 1020SC	Invoice: 28002 VISION INTERNET PROVIDERS, INC	4,449.00	4,449.00
8/8/14	24686	2020SC 1020SC	Invoice: 84454 GHD, INC.	7,308.95	7,308.95
8/8/14	24687	2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: BA3555 Invoice: BA3556 Invoice: BA3558 Invoice: BA3557 BLANKINSHIP & ASSOCIATES, INC.	2,500.00 1,166.67 2,333.33 2,766.67	8,766.67
8/8/14	24688	2020SC 1020SC	Invoice: 3610 EYASCO, INC.	23,162.50	23,162.50
8/8/14	24689	2020SC 1020SC	Invoice: TURF REBATE - GUINON TURF REBATE PROGRAM	1,000.00	1,000.00
8/8/14	24690	2020SC 1020SC	Invoice: TURF REBATE - APIAN TURF REBATE PROGRAM	277.00	277.00
8/8/14	24691	2020SC 2020SC 2020SC 1020SC	Invoice: NK16584 Invoice: NK16581 Invoice: NJ31320 CDW GOVERNMENT, INC.	115.96 3,241.37 453.08	3,810.41
8/8/14	24692	1020SC	VOID		
8/8/14	24693	2020SC 1020SC	Invoice: TURF REBATE - KURITA TURF REBATE PROGRAM	1,000.00	1,000.00
8/8/14	24694	2020SC 1020SC	Invoice: TURF REBATE - BRADSH TURF REBATE PROGRAM	1,000.00	1,000.00
8/8/14	24695	2020SC 1020SC	Invoice: TURF REBATE - RAWPAC TURF REBATE PROGRAM	1,000.00	1,000.00
8/15/14	24696	2020SC 2020SC 1020SC	Invoice: 162422 Invoice: 162725 A & L WESTERN AGRICULTURAL LABS	36.00 36.00	72.00
8/15/14	24697	2020SC 1020SC	Invoice: 101 AD CONSULTANTS	4,500.00	4,500.00
8/15/14	24698	2020SC 1020SC	Invoice: 94596 ANALYTICAL SCIENCES	1,410.50	1,410.50
8/15/14	24699	2020SC 1020SC	Invoice: AUGUST 2014 CLEAN TECH ADVOCATES	5,400.00	5,400.00
8/15/14	24700	2020N 1020SC	Invoice: 29738 ELECTRIC & GAS INDUSTRIES ASSOC.	11,666.96	11,666.96
8/15/14	24701	1020SC	VOID		
8/15/14	24702	2020SC 1020SC	Invoice: 7-(14) DENNIS GRUNSTAD	880.00	880.00
8/15/14	24703	2020SC 2020SC 1020SC	Invoice: PS010714681 Invoice: PS010715379 HOLT OF CALIFORNIA	475.13 15.22	490.35
8/15/14	24704	2020SC 1020SC	Invoice: CL61323 INTERSTATE OIL COMPANY	924.05	924.05
8/15/14	24705	2020SC 1020SC	Invoice: 129231 MARTIN'S METAL FABRICATION &	290.99	290.99
8/15/14	24706	2020SC 1020SC	Invoice: 57321 NORMANDEAU ASSOCIATES, INC.	639.50	639.50
8/15/14	24707	2020SC 1020SC	Invoice: 34102 PACIFIC NEON	75.72	75.72
8/15/14	24708	2020SC	Invoice: 638424	41.18	

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		2020SC	Invoice: 638524	106.72	
		2020SC	Invoice: 638813	14.50	
		2020SC	Invoice: 639612	13.62	
		2020SC	Invoice: 641319	80.11	
		2020SC	Invoice: 641372	18.91	
		1020SC	PISANIS AUTO PARTS		275.04
8/15/14	24709	2020SC	Invoice: 36648715	125.38	
		1020SC	RECOLOGY VACAVILLE SOLANO		125.38
8/15/14	24710	2020SC	Invoice: 007812	17.64	
		2020SC	Invoice: 003181	58.67	
		2020SC	Invoice: 009927	67.36	
		1020SC	SAM'S CLUB		143.67
8/15/14	24711	2020SC	Invoice: 26207-9	2,351.79	
		2020SC	Invoice: 20902-30	57,809.58	
		1020SC	THE REGENTS OF THE UNIVERSITY OF CA		60,161.37
8/15/14	24712	2020SC	Invoice: 3032938	621.00	
		2020SC	Invoice: 3032937	48.00	
		1020SC	THE TREMONT GROUP, INC.		669.00
8/15/14	24713	2020SC	Invoice: TURF REBATE - AZARNO	808.00	
		1020SC	TURF REBATE PROGRAM		808.00
8/15/14	24714	2020SC	Invoice: LPCCC_FY2013-14-12	2,625.95	
		2020SC	Invoice: SCWA-FY2013-14-12	13,649.74	
		1020SC	WILDLIFE SURVEY & PHOTO SERVICE		16,275.69
8/15/14	24715	2020SC	Invoice: 5001	15,000.00	
		1020SC	ZUNZUN		15,000.00
8/15/14	24716	2020SC	Invoice: 1040274	312.36	
		1020SC	ARAMARK REFRESHMENT SERVICES		312.36
8/15/14	24717	2020SC	Invoice: 120459	77.15	
		2020SC	Invoice: 120513	312.11	
		1020SC	FM GRAPHICS		389.26
8/15/14	24718	2020SC	Invoice: TURF REBATE - AZBELL	531.00	
		1020SC	TURF REBATE PROGRAM		531.00
8/15/14	24718V	2020SC	Invoice: TURF REBATE - AZBELL	531.00	
		1020SC	TURF REBATE PROGRAM		531.00
8/15/14	24719	2020SC	Invoice: TURF REBATE - AZBELL	531.00	
		1020SC	TURF REBATE PROGRAM		531.00
8/15/14	24720	2020SC	Invoice: TURF REBATE - UNVERF	1,000.00	
		1020SC	TURF REBATE PROGRAM		1,000.00
8/19/14	24721	2020SC	Invoice: 5664312	178.97	
		2020SC	Invoice: 5664313	235.44	
		1020SC	AT&T		414.41
8/19/14	24722	2020SC	Invoice: AUG 2014 PER DIEM	113.56	
		2020SC	Invoice: EXEC MEET AUG 2014	100.00	
		1020SC	JACK BATCHELOR		213.56
8/19/14	24723	2020SC	Invoice: 191401	8,049.88	
		1020SC	CAMPBELL SCIENTIFIC, INC.		8,049.88
8/19/14	24724	2020SC	Invoice: 438665	189.16	
		1020SC	CAPITAL RUBBER CO. LTD.		189.16
8/19/14	24725	2020SC	Invoice: AUG 2014 PER DIEM	113.56	
		1020SC	DALE CROSSLEY		113.56
8/19/14	24726	2020SC	Invoice: AUG 2014 PER DIEM	129.38	
		1020SC	OSBY DAVIS		129.38
8/19/14	24727	2020N	Invoice: 29737	2,074.08	
		1020SC	ELECTRIC & GAS INDUSTRIES ASSOC.		2,074.08
8/19/14	24728	2020SC	Invoice: 74382	51.00	

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		2020SC	Invoice: 74381	537.54	
		2020SC	Invoice: 74383	51.00	
		2020SC	Invoice: 74384	684.93	
		1020SC	HERUM \ CRABTREE \ SUNTAG		1,324.47
8/19/14	24729	2020SC	Invoice: AUG 2014 PER DIEM	107.91	
		1020SC	DON HOLDENER		107.91
8/19/14	24730	2020SC	Invoice: 4104	4,761.92	
		1020SC	INDUSTRIAL TRACTOR PARTS		4,761.92
8/19/14	24731	2020SC	Invoice: AUG 2014 PER DIEM	100.00	
		2020SC	Invoice: DELTA WG AUG 2014	100.00	
		1020SC	JOHN D. KLUGE		200.00
8/19/14	24732	2020SC	Invoice: 19548	177.99	
		1020SC	MARTIN'S METAL FABRICATION &		177.99
8/19/14	24733	2020SC	Invoice: AUG 2014 PER DIEM	100.00	
		1020SC	MITCH MASHBURN		100.00
8/19/14	24734	2020SC	Invoice: 14-08-3868	378.50	
		1020SC	MBK ENGINEERS		378.50
8/19/14	24735	2020SC	Invoice: 57370	132.79	
		1020SC	NORMANDEAU ASSOCIATES, INC.		132.79
8/19/14	24736	2020SC	Invoice: AUG 2014 PER DIEM	135.03	
		2020SC	Invoice: DELTA WG AUG 2014	118.08	
		1020SC	ELIZABETH PATTERSON		253.11
8/19/14	24737	2020SC	Invoice: AUG 2014 PER DIEM	100.00	
		2020SC	Invoice: DELTA WG AUG 2014	100.00	
		1020SC	LINDA SEIFERT		200.00
8/19/14	24738	2020SC	Invoice: 0002481	173.46	
		2020SC	Invoice: 0002480	19,204.44	
		1020SC	SOLANO IRRIGATION DISTRICT		19,377.90
8/19/14	24739	2020SC	Invoice: AUG 2014 PER DIEM	100.00	
		2020SC	Invoice: EXEC MEET AUG 2014	100.00	
		1020SC	JAMES SPERING		200.00
8/19/14	24740	2020N	Invoice: TURF REBATE - CARSON	1,000.00	
		1020SC	TURF REBATE PROGRAM		1,000.00
8/19/14	24741	2020SC	Invoice: AUG 2014 PER DIEM	100.00	
		1020SC	JOHN VASQUEZ		100.00
8/19/14	24742	2020SC	Invoice: 84726	196.50	
		1020SC	GHD, INC.		196.50
8/19/14	24743	2020N	Invoice: TURF REBATE - ARCHER	1,000.00	
		1020SC	TURF REBATE PROGRAM		1,000.00
8/19/14	24744	2020N	Invoice: TURF REBATE - LEHMAN	978.00	
		1020SC	TURF REBATE PROGRAM		978.00
8/19/14	24745	2020N	Invoice: TURF REBATE - JSMITH	823.00	
		1020SC	TURF REBATE PROGRAM		823.00
8/20/14	24746	2020N	Invoice: TURF REBATE - YBROWN	1,000.00	
		1020SC	TURF REBATE PROGRAM		1,000.00
8/20/14	24747	2020N	Invoice: TURF REBATE - BRESLE	1,000.00	
		1020SC	TURF REBATE PROGRAM		1,000.00
8/20/14	24748	2020N	Invoice: TURF REBATE - MATHER	344.00	
		1020SC	TURF REBATE PROGRAM		344.00
8/20/14	24749	2020N	Invoice: TURF REBATE - THATCH	1,000.00	
		1020SC	TURF REBATE PROGRAM		1,000.00
8/20/14	24750	2020N	Invoice: TURF REBATE - THOREN	642.00	
		1020SC	TURF REBATE PROGRAM		642.00

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8/20/14	24751	2020N 1020SC	Invoice: TURF REBATE - JOHNST TURF REBATE PROGRAM	1,000.00	1,000.00
8/20/14	24752	2020N 1020SC	Invoice: TURF REBATE - SOOD TURF REBATE PROGRAM	437.00	437.00
8/20/14	24753	2020N 1020SC	Invoice: TURF REBATE - LUJAN TURF REBATE PROGRAM	650.00	650.00
8/20/14	24753V	2020N 1020SC	Invoice: TURF REBATE - LUJAN TURF REBATE PROGRAM	650.00	650.00
8/20/14	24754	2020N 1020SC	Invoice: TURF REBATE - UCHIDA TURF REBATE PROGRAM	1,000.00	1,000.00
8/20/14	24754V	2020N 1020SC	Invoice: TURF REBATE - UCHIDA TURF REBATE PROGRAM	1,000.00	1,000.00
8/26/14	24755	2020SC 1020SC	Invoice: 94275 ANALYTICAL SCIENCES	2,712.50	2,712.50
8/26/14	24756	2020SC 1020SC	Invoice: 2-750-30433 FEDEX EXPRESS	294.80	294.80
8/26/14	24757	2020SC 1020SC	Invoice: 1295 IRON SPRINGS CORPORATION	4,925.00	4,925.00
8/26/14	24758	2020SC 1020SC	Invoice: SWC MEETING OKITA, DAVID B.	313.05	313.05
8/26/14	24759	2020SC 2020SC 2020SC 1020SC	Invoice: 128788 Invoice: 128789 Invoice: 128790 S&J ADVERTISING, INC.	395.00 395.00 395.00	1,185.00
8/29/14	24759V	2020SC 2020SC 2020SC 1020SC	Invoice: 128788 Invoice: 128789 Invoice: 128790 S&J ADVERTISING, INC.	1,185.00	395.00 395.00 395.00
8/26/14	24760	2020SC 1020SC	Invoice: 33891 SOUTHWEST ENVIRONMENTAL	32,573.50	32,573.50
8/26/14	24761	2020SC 1020SC	Invoice: 649299SEPT2014 STANDARD INSURANCE COMPANY	702.83	702.83
8/26/14	24762	2020SC 2020SC 2020SC 1020SC	Invoice: 1138025121 Invoice: 1121759291 Invoice: 1563389002 STAPLES	62.48 93.33 128.13	283.94
8/26/14	24763	2020SC 2020SC 1020SC	Invoice: 14015 Invoice: 13899 SUMMERS ENGINEERING, INC.	11,176.90 621.95	11,798.85
8/26/14	24764	2020SC 1020SC	Invoice: 001207 UNAVCO, INC.	122.18	122.18
8/26/14	24765	2020SC 1020SC	Invoice: 89981 WOOD RODGERS, INC.	1,070.00	1,070.00
8/26/14	24766	2020N 1020SC	Invoice: TURF REBATE - UCHIDA TURF REBATE PROGRAM	1,000.00	1,000.00
8/26/14	24767	2020N 1020SC	Invoice: TURF REBATE - KSMITH TURF REBATE PROGRAM	1,000.00	1,000.00
8/26/14	24768	2020N 1020SC	Invoice: TURF REBATE - LUJAN TURF REBATE PROGRAM	650.00	650.00
8/26/14	24769	2020N 1020SC	Invoice: TURF REBATE - MILLER TURF REBATE PROGRAM	685.00	685.00
8/26/14	24770	2020SC 1020SC	Invoice: TURF REBATE - MMILLE TURF REBATE PROGRAM	1,000.00	1,000.00

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8/27/14	24771	2020SC 1020SC	Invoice: TURF REBATE - MSTEIN TURF REBATE PROGRAM	583.00	583.00
8/27/14	24772	2020SC 1020SC	Invoice: TURF REBATE - DLAL TURF REBATE PROGRAM	1,000.00	1,000.00
8/27/14	24773	2020SC 1020SC	Invoice: TURF REBATE - AFANEH TURF REBATE PROGRAM	500.00	500.00
8/27/14	24774	2020SC 1020SC	Invoice: TURF REBATE - CONDON TURF REBATE PROGRAM	409.00	409.00
8/27/14	24775	2020SC 1020SC	Invoice: TURF REBATE - VOHS TURF REBATE PROGRAM	1,000.00	1,000.00
8/27/14	24776	2020SC 1020SC	Invoice: TURF REBATE - LUDLAM TURF REBATE PROGRAM	703.00	703.00
8/27/14	24777	2020SC 1020SC	Invoice: TURF REBATE - SCHROE TURF REBATE PROGRAM	817.00	817.00
8/27/14	24778	2020SC 1020SC	Invoice: TURF REBATE - KILLIN TURF REBATE PROGRAM	288.00	288.00
8/27/14	24779	2020SC 1020SC	Invoice: TURF REBATE - ASMITH TURF REBATE PROGRAM	851.00	851.00
8/27/14	24780	2020SC 1020SC	Invoice: TURF REBATE - HALL TURF REBATE PROGRAM	737.00	737.00
8/27/14	24781	2020SC 1020SC	Invoice: TURF REBATE - CORSON TURF REBATE PROGRAM	910.00	910.00
8/27/14	24782	2020SC 1020SC	Invoice: TURF REBATE - DMARTI TURF REBATE PROGRAM	1,000.00	1,000.00
8/27/14	24783	2020SC 1020SC	Invoice: 988826 DIXON HARDWARE & LUMBER	117.11	117.11
8/27/14	24784	2020SC 1020SC	Invoice: TURF REBATE - RDIXON TURF REBATE PROGRAM	484.00	484.00
8/25/14	BARICH JUL 2014	6041AC 1020SC	VZWRLSS*ETM - CELL PHONE CASE BANK OF THE WEST	97.07	97.07
8/25/14	CUTARA JUL 2014	6144AC 6310AC 6144AC 6040AC 1020SC	LOWES - SUPPLIES CHEVRON - FUEL WM SUPERCENTER - SUPPLIES ANNUAL MEMBERSHIP FEE BANK OF THE WEST	25.85 115.08 27.92 25.00	193.85
8/4/14	EFT	2020SC 1020SC	Invoice: AUGUST HEALTH 2014 CALPERS	14,384.95	14,384.95
8/8/14	EFT	2020SC 1020SC	Invoice: 2014080601 PAYCHEX, INC.	166.60	166.60
8/7/14	EFT	2020SC 1020SC	Invoice: 41988824 CHEVRON AND TEXACO	774.10	774.10
8/7/14	EFT	2020SC 1020SC	Invoice: 9729409067 VERIZON WIRELESS	2,619.43	2,619.43
8/14/14	EFT	6111AC 1020SC	FSA ADMIN FEES - JULY 2014 PAYCHEX, INC.	109.00	109.00
8/6/14	EFT	2020SC 1020SC	Invoice: PEPRA 08.02.14 CALPERS	320.67	320.67
8/6/14	EFT	2020SC 1020SC	Invoice: PPE 08.02.14 CALPERS	9,971.37	9,971.37
8/6/14	EFT	2020SC 1020SC	Invoice: SIP PPE 08.02.14 CALPERS	3,295.62	3,295.62
8/21/14	EFT	2020SC	Invoice: SIP PPE 08.16.14	3,295.62	

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		1020SC	CALPERS		3,295.62
8/21/14	EFT	2020SC 1020SC	Invoice: PEPRA 08.16.14 CALPERS	320.67	320.67
8/21/14	EFT	2020SC 1020SC	Invoice: PPE 08.16.14 CALPERS	9,971.37	9,971.37
8/22/14	EFT	2024AC 6012AC 1020SC	EMPLOYEE LIABILITIES - 08.16.14 EMPLOYER LIABILITIES - 08.16.14 PAYROLL TAXES	11,406.86 2,876.44	14,283.30
8/21/14	EFT	2020SC 1020SC	Invoice: 7/14/14 - 8/12/14 PACIFIC GAS & ELECTRIC CO,	1,280.93	1,280.93
8/22/14	EFT	2020SC 1020SC	Invoice: 2014082001 PAYCHEX, INC.	178.35	178.35
8/25/14	FLORENDO JUL 2014	6551AC 6330AC 6040AC 6040AC 6040AC 1020SC	REGISTER.COM - WEBSITE RENEWAL SO PT HOTEL AND CASINO - CONFERENCE THE HOME DEPOT - SUPPLIES PURE GRAIN BAKERY - WATER CONSERVATION MEETING ANNUAL MEMBERSHIP FEE BANK OF THE WEST	8.98 50.40 21.56 29.70 25.00	135.64
8/25/14	FOWLER JUL 2014	6041AC 6040AC 6041AC 6041AC 6230SC 6042AC 6040AC 2025SC 2025SC 2025SC 1020SC	BESTBUY - SUPPLIES DIYPESTCONTROL - PEST CONTROL SUPPLIES AMAZON MKTPLACE PMTS - IPHONE SCREEN PROTECTOR AMAZON MKTPLACE PMTS - IPHONE CASE WALMART - SUPPLIES WM SUPERCENTER - SUPPLIES ANNUAL MEMBERSHIP FEE ACCRUED TAX - DIYPESTCONTROL ACCRUED TAX - AMAZON MKTPLACE ACCRUED TAX - AMAZON MKTPLACE BANK OF THE WEST	113.24 217.91 19.34 21.77 17.23 48.82 25.00	15.91 1.02 1.08 445.30
8/25/14	JONES JUL 2014	6230SC 6199SC 6190SC 6190SC 6190SC 6190SC 6190SC 6199SC 6190SC 1020SC	PISANI'S SERVICE - SERVICE STAPLES - SUPPLIES HARBOR FREIGHT TOOLS - SUPPLIES CAPITAL RUBBER CO - SUPPLIES CAPITAL RUBBER CO - SUPPLIES WANTZ EQUIPMENT CO INC - SPRINGS EAGLE DRUG - SUPPLIES WALMART - SUPPLIES BANK OF THE WEST	30.00 27.06 41.25 383.28 33.64 86.40 9.76 20.57	631.96
8/25/14	LEE JUL 2014	6112AC 6040AC 6040AC 1020SC	GODADDY.COM - WESTSIDE IRWM WEBSITE LOWES - RAID ANT SPRAY ANNUAL MEMBERSHIP FEE BANK OF THE WEST	69.99 4.93 25.00	99.92
8/25/14	MAROVICH JUL 2014	6183SC 6183SC 6183SC 6181SC 6183SC 6040AC 1020SC	DAVIS ACE LBR & HDWE - SUPPLIES YOLO COUNTY LANDFILL - WASTE DISPOSAL YOLO COUNTY LANDFILL - WASTE DISPOSAL CENTREVILLE MANUFACTUR - TRAILER ADAPTERS YOLO COUNTY LANDFILL - WASTE DISPOSAL ANNUAL MEMBERSHIP FEE BANK OF THE WEST	81.06 15.00 11.00 325.40 15.00 25.00	472.46
8/25/14	MCLEAN JUL 2014	6040AC 6040AC 6040AC 6040AC 6199SC 6040AC 6040AC 1020SC	SAFEWAY STORE - SODA REMOTELINK INC - ACOE RGP MEETING SAFEWAY STORE - LPCCC COOKIES NAPOLI PIZZERIA - ACOE RGP MEETING IN*ASAP LIEN SALES - EQUIPMENT VERIFICATION NAPOLI PIZZERIA - ADVISORY COMMISSION REMOTELINK INC - NBA CAPACITY STUDY CALL BANK OF THE WEST	21.33 16.14 5.00 60.34 255.00 50.11 44.43	452.35
8/25/14	OKITA JUL 2014	6040AC 6330AC 6330AC 6040AC 1020SC	VALLEJO'S RESTAURANTS - WATER BOND DISCUSSION LUNCH CITYOFSAC PARKING CITYOFSAC PARKING ANNUAL MEMBERSHIP FEE BANK OF THE WEST	51.92 20.00 9.00 25.00	105.92
8/25/14	PATE JUL 2014	6041AC	FRY'S ELECTRONICS - CELL PHONE CHARGER	41.25	

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		6310AC	CHEVRON - FUEL	24.90	
		6040AC	FUDDRUCKERS - GVFCP LUNCH	47.96	
		6310AC	CHEVRON - FUEL	30.14	
		6310AC	LEISURE TOWN 76 - FUEL	6.99	
		6040AC	ANNUAL MEMBERSHIP FEE	25.00	
		1020SC	BANK OF THE WEST		176.24
8/25/14	PHILLIPS JUL 2014	6410AC	SAGE SOFTWARE INC - BUSINESS CARE SILVER	849.00	
		1020SC	BANK OF THE WEST		849.00
8/25/14	RABIDOUX JUL 2014	6610AC	CHEVRON - FUEL	26.61	
		6610AC	ENTERPRISE RENT-A-CAR - FCAC TOUR	130.67	
		6610AC	ENTERPRISE RENT-A-CAR - FCAC TOUR	154.38	
		6144N	LOWES - HORNET SPRAY	12.82	
		6330AC	UCD TAPS - PARKING	8.00	
		6040AC	ANNUAL MEMBERSHIP FEE	25.00	
		1020SC	BANK OF THE WEST		357.48
8/25/14	SNYDER JUL 2014	6300AC	NATIONAL SERVICE STATION - WINDSHIELD	183.33	
		6300AC	AGILIS-LINUXUP-MOTOSAFE - TRACKING SERVICES	91.96	
		6310AC	BERRYESSA SPORTING GOOD - FUEL	98.51	
		6199SC	SMARTSIGN - SAFETY SIGNS	146.33	
		6600SC	FACTORY OUTLET TRAILER - SUPPLIES	38.83	
		6300AC	FACTORY OUTLET TRAILER - SUPPLIES	252.01	
		6230SC	THE HOME DEPOT - SUPPLIES	9.99	
		6042AC	AMAZON MKTPLACE - SAFETY EQUIPMENT	69.60	
		6300AC	OREILLY AUTO - OIL FILTERS	91.58	
		6042AC	AMAZON MKTPLACE - SAFETY EQUIPMENT	349.04	
		6042AC	AMAZON.COM - SAFETY EQUIPMENT	70.30	
		6042AC	BENMEDS - SUPPLIES	77.13	
		6040AC	ANNUAL MEMBERSHIP FEE	25.00	
		2025SC	ACCRUED TAX - NATIONAL SERVICE STATION		13.38
		2025SC	ACCRUED TAX - AMAZON MKTPLACE		25.48
		2025SC	ACCRUED TAX - SMARTSIGN		10.68
		2025SC	ACCRUED TAX - AMAZON MKTPLACE		5.08
		1020SC	BANK OF THE WEST		1,448.99
Total				1,249,006.82	1,249,006.82

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: September 11, 2014
SUBJECT: Water Management Plan Update

RECOMMENDATION:

Approve the five-year update to the SCWA Water Management Plan as required by the U.S. Bureau of Reclamation.

FINANCIAL IMPACT:

None. No change in the water management program.

BACKGROUND:

The Water Agency’s Solano Project water supply contract was renewed in 1999. As a requirement of contract renewal, the Water Agency and its member agencies that receive Solano Project water are required to develop Water Management Plans pursuant to federal standards. These plans are required to be updated every five years. This update of the existing Plan was submitted to the U.S. Bureau of Reclamation in 2011. The next 5-year Water Management Plan update will be in 2017. Reclamation’s preference is that SCWA take the lead and develop a regional plan that will cover urban and agricultural subcontractors.

Staff has prepared a Water Management Plan update for the Water Agency which has undergone review by Reclamation. The next step is for the Board of Directors to adopt the Plan update. Then Reclamation will notice the Plan in the Federal Register and see if there are any comments. If no comments are received the Plan will be deemed adequate and complete. The draft of the Plan update is posted on the SCWA website at: http://www.scwa2.com/AboutUs_Board_Meetings.aspx.

Fairfield, Vacaville, Vallejo, and SID are subcontractors to the Water Agency for Solano Project water and have completed or are in the process of completing their respective Water Management Plans.

This Plan is not to be confused with the State required 5 year update of Urban Water Management Plans that are due to be submitted by the end of 2016.

Recommended: 
David B. Okita, General Manager

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

Modification to Recommendation and/or other actions:

I, David B. Okita, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on September 11, 2014 by the following vote.

Ayes:
Noes:
Abstain:
Absent:

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

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: September 11, 2014

SUBJECT: Bay Area Proposition 84 Integrated Regional Water Management Grant

RECOMMENDATION:

Authorize the General Manager, on behalf of ten water agencies and two special districts, to execute necessary documents with the Association of Bay Area Governments (ABAG) to administer a conservation grant as part of the Bay Area Proposition 84 Integrated Regional Water Management Grant.

FINANCIAL IMPACT:

The awarded grant amount for conservation programs is \$2,550,000 with \$129,375 allocated to SCWA. \$150,000 in grant funding is also included for grant administration costs incurred by SCWA.

BACKGROUND:

Proposition 84 provides statewide funding for projects consistent with Integrated Regional Water Management Plans (IRWMPs) that meet new State requirements. In August, 2011 DWR awarded Round 1 of this grant. The Bay Area water agencies received \$9.2 million in Round 1 to help fund various conservation programs. Round 2 of this grant was awarded in February, 2014. Grant funding in Round 2 would allow continuation of those programs.

ABAG agreed to act as the lead agency for this grant and will enter into agreements with DWR on behalf of the participating agencies for disbursement of grant funds. SCWA will enter into an implementation agreement with ABAG to receive grant funds and in turn will enter into agreements with Bay Area water agencies to disburse funding for the conservation programs. SCWA performed a similar funding for Round 1.

As part of its grant administration duties, SCWA will collect data from the participating conservation agencies detailing grant activity completed during the past quarter. SCWA will then submit quarterly invoices to ABAG who in turn will send the invoices to DWR. Once grant funds are received, ABAG will send the funds to SCWA who will then disburse the funds to the Bay Area water agencies.

Recommended: 
David Okita, General Manager

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

I, David B. Okita, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on September 11, 2014 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

David B. Okita
General Manager & Secretary to the
Solano County Water Agency
Sep.2014.It5D.act

LOCAL PROJECT SPONSOR AGREEMENT
between
ABAG/SFEP and Solano County Water Agency
Bay Area Proposition 84 Integrated Regional Water Management Grant
- Department of Water Resources -

Through this Local Project Sponsor Agreement by and between the Association of Bay Area Governments (ABAG), a joint powers authority existing under the laws of the State of California acting on behalf of the San Francisco Estuary Partnership (SFEP), a project sponsored by ABAG, and Solano County Water Agency (SCWA), a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, the parties hereby agree as follows:

RECITALS

- A. Whereas, ABAG applied for a Proposition 84 Integrated Regional Water Management (IRWM) Program Grant from the State of California, Department of Water Resources (DWR) to help fund twenty (20) local, subregional and regional projects located within the San Francisco Bay Area IRWM region (Work Plan);
- B. Whereas, on July 16, 2014 DWR and ABAG entered into Agreement No. 4600010575 (Grant Agreement) awarding to ABAG a grant for Twenty Million Dollars (\$20,000,000) in State funding (State Grant) requiring an estimated Fourteen Million Four Hundred Twenty-eight Thousand Nine Hundred Ninety-seven Dollars (\$14,428,997) in matching funds to be expended over the grant period which extends from September 30, 2008 until December 31, 2018 when the Work Plan will be completed;
- C. Whereas, subrecipients of the State Grant (Local Project Sponsors) and ABAG will be responsible for implementing their respective component parts of the Work Plan (such component parts of the Work Plan are referred to generically as 'Local Projects');
- D. Whereas, SCWA is a subrecipient of the State Grant and is responsible for the Bay Area Regional Water Conservation and Education Program (Project) as part of the Work Plan and for matching funds in the amount of Two Million Five Hundred Fifty-eight Thousand One Hundred Sixty-Eight Dollars (\$2,558,168) required under the Grant Agreement.

NOW THEREFORE, based upon the foregoing recitals, ABAG and SCWA further agree as follows:

AGREEMENT

1.0 Applicable Documents. The following are attached:

1.1 Attachment 1 Project Description

1.2 Attachment 2 Insurance Requirements

1.3 Attachment 3 Grant Agreement including the following exhibits that were attached:

- 1.4 Exhibit A, 'Work Plan'
- 1.5 Exhibit B, 'Budget'
- 1.6 Exhibit C, 'Schedule'
- 1.7 Exhibit D, 'Standard Conditions'
- 1.8 Exhibit E, 'Authorizing Resolution'
- 1.9 Exhibit F, 'Local Project Sponsors'
- 1.10 Exhibit G, 'Report Formats and Requirements'
- 1.11 Exhibit H, 'Requirements for Statewide Monitoring and Data Submittal'
- 1.12 Exhibit I, 'State Audit Document Requirements & Funding Match Guidelines for Grantees'
- 1.13 Exhibit J, 'Monitoring and Maintenance Plan Components'

This Local Project Sponsor Agreement is comprised of this document (Base Document) and Attachments 1, 2 and 3, and is the complete and exclusive statement of understanding between ABAG and SCWA, and supersedes any all previous understandings or agreements, whether written or oral, and all communications between the parties relating to the subject matter of this Local Project Sponsor Agreement.

2.0 Term of Agreement. This Local Project Sponsor Agreement shall commence as of February 4, 2014 (Effective Date) and continue until December 31, 2018, or until terminated by ABAG pursuant to the terms of this Local Project Sponsor Agreement, or until terminated by DWR pursuant to the terms of the Grant Agreement.

3.0 Project, Subaward and Matching Funds. Under the terms of the Grant Agreement, SCWA will implement the Project as more particularly described in Attachment 1. ABAG/SFEP will disburse up to Two Million Seven Hundred Thousand Dollars (\$2,700,000) of the State Grant to SCWA in accordance with the Grant Agreement. SCWA will provide and document the matching funds referenced in Attachment 1 to this Local Project Sponsor Agreement in accordance with the Grant Agreement.

4.0 ABAG Obligations

4.1 ABAG will undertake and complete the following Local Projects, including all administrative and management responsibilities relating solely to such Local Projects, in accordance with the Grant Agreement: Project 14 - San Francisco Bay Climate Change Pilot Projects Combining Ecosystem Adaptation, Flood Risk

Management and Wastewater Effluent Polishing and Project 20: Grant Administration (ABAG Projects).

- 4.2 ABAG shall disburse Grant funds as required or permitted by the Grant Agreement. Notwithstanding the foregoing, ABAG is not obligated to disburse any funds to SCWA and is not obligated to disburse any other funds until such are authorized and disbursed from DWR to ABAG.
- 4.3 ABAG will promptly notify SCWA of any notices given or actions taken by DWR if such notices or actions are likely to affect SCWA's performance, duties, obligations or funding under this Local Project Sponsor Agreement, including but not limited to notices from DWR regarding SCWA's invoices under section 12.c.5 of the Grant Agreement or alleged default by SCWA under section 14 of the Grant Agreement. ABAG shall consult with the Local Project Sponsor Committee as defined below in carrying out ABAG's responsibilities.
- 4.4 Commencing with DWR's award of the State Grant on February 4, 2014 and continuing until December 31, 2018 when the lengthiest projects covered by the Grant Agreement are expected to wind down and Grant closeout activities are expected to be completed, ABAG will undertake and complete all administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects. ABAG has incurred, and will continue to incur, numerous costs for administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects (the "Grant Administrative Costs"). The Grant allocates Seven Hundred Fifty Thousand Dollars (\$750,000) for Grant Administrative Costs.
- 4.5 ABAG will cause to be formed a Local Project Sponsors (LPS) Committee comprised of one representative from each Participating Agency, including ABAG. The LPS Committee will provide input to ABAG in carrying out its responsibilities under sections 4.3 and 4.4. Further, the LPS Committee will allocate among the Local Project Sponsors, any Grant Administrative Costs that exceed the amount allocated for same by the Grant Agreement. The LPS Committee will assess the potential for exceedances upon the completion of each Local Project. ABAG will convene the LPS Committee on an as-needed basis, and provide staff support. ABAG will provide the LPS Committee with available information in a timely manner to enable the LPS Committee to undertake the functions described in this section. The LPS Committee will provide input and make decisions based on consensus but if it cannot reach consensus, such input and decisions will be provided and made based on a majority vote of the quorum present at the meeting.
- 4.6 The obligations of ABAG under section 6.2 shall survive the termination of this Local Project Sponsor Agreement.
- 5.0 SCWA Obligations

- 5.1 SCWA is, and at all times will continue to be, in full compliance with the terms and conditions of the Grant Agreement that are applicable to it as a subrecipient of the State Grant. SCWA understands and agrees that for purposes of the foregoing, any requirements and responsibilities imposed upon ABAG as Grantee under the Grant Agreement are hereby passed-through to, and adopted by SCWA, as obligations of SCWA, excepting only ABAG's obligations as defined in subsections 4.1 – 4.3 of this Local Project Sponsor Agreement. Further, SCWA acknowledges and agrees to comply with any requirements directly imposed on SCWA as a Local Project Sponsor under the Grant Agreement.
- 5.2 SCWA agrees to fund the difference between the Total Project Cost and Grant Amount specified in Attachment 1 of this Local Project Sponsor Agreement. Cost share consists of Funding Match and Additional Cost Share as documented in Attachment 1. SCWA is required to maintain all financial records associated with the total project cost for inclusion in the final project report.
- 5.3 Pursuant to DWR requirements, SCWA may invoice ABAG for grant share reimbursement incurred after the grant award date of February 4, 2014 in their first invoice. Subsequent invoices must bill for costs incurred during the quarter in which they were incurred by SCWA. Match costs can include project related costs incurred after September 30, 2008. Required match costs related to a specific task must be documented to the same level of detail as costs for a grant invoice. Required match costs must be approved by DWR prior to the SCWA invoicing the grant for payment for that specific task. Additional cost share will be documented by SCWA in the Final Project Report.
- 5.4 SCWA hereby assumes responsibility for submitting Post-Performance Reports as required under section 19 of the Grant Agreement. Reports will be sent to ABAG for submittal to DWR within sixty (60) calendar days after the first year of project operation/completion and annually for a total of ten (10) years following project completion.
- 5.5 SCWA hereby assumes responsibility for the following as required under section 20 of the Grant Agreement: (a) operating and maintaining facilities and structures, (b) all costs for the operation and maintenance of the facilities and structures, and (c) performing as required under (a) and (b) for the period required.
- 5.6 The obligations of SCWA under sections 5.3, 5.4 and 6.1 shall survive the termination of this Local Project Sponsor Agreement.
- 5.7 SCWA shall not cause ABAG to be in violation of the Grant Agreement, whether by act or omission.
- 5.8 SCWA shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, now existing and as such may change from time-to-time. Any such laws, rules, regulations, ordinances, and directives

required thereby to be included in this Local Project Sponsor Agreement are incorporated herein by reference.

- 5.9 SCWA shall procure and submit proof of insurance coverage in compliance with the requirements of Attachment 2 or as approved in writing by ABAG.
- 5.10 SCWA will appoint a representative to the LPS Committee who will participate in the proceedings of the LPS Committee. SCWA acknowledges and affirms the responsibilities of the LPS Committee and agrees to be bound by the decisions of the LPS Committee.
- 5.11 If, pursuant to section 4.5, the LPS Committee determines that there are exceedances in the Grant Administrative Costs, SCWA will not be obligated to pay more than Ten Thousand One Hundred Twenty-Five Dollars (\$10,125) as its allocated share of exceedances in Grant Administrative Costs.
- 5.12 SCWA further acknowledges and affirms that every other Participating Agency is a third party beneficiary of this Local Project Sponsor Agreement and SCWA is a third party beneficiary of every other Local Project Sponsor Agreement.
- 6.0 Indemnification
 - 6.1 SCWA shall indemnify, defend, and hold harmless the other Local Project Sponsors and ABAG and their respective members, elected and appointed officers, employees, and agents from and against any and all liability resulting from SCWA's act(s) and/or omission(s) arising from and/or relating to the Project, and as such would be imposed in the absence of Government Code section 895.2.
 - 6.2 ABAG shall indemnify, defend, and hold harmless SCWA and its elected and appointed officers, employees, and agents from and against any and all liability resulting from ABAG's act(s) and/or omission(s) arising from and/or relating to the ABAG Projects, and as such would be imposed in the absence of Government Code section 895.2.
 - 6.3 Without limiting the scope of subsections 6.1 or 6.2, such liability includes but is not limited to the following: any funding disallowance; audits; demands; claims; actions; liabilities; damages; fines; fees, costs, and expenses, including attorney, auditor, and/or expert witness fees.
- 7.0 Termination.
 - 7.1 Upon termination of the Grant Agreement, this Local Project Sponsor Agreement shall terminate effective the same date as the Grant Agreement and in accordance with the terms and conditions for the termination of the Grant Agreement.

- 7.2 ABAG may terminate this Local Project Sponsor Agreement upon the occurrence of all of the following: (a) receipt prior written notice from DWR of a default under section 14 of the Grant Agreement caused in whole or in part by SCWA that provides at least ten (10) days to cure said default, (b) ABAG's prompt transmittal of said notice to SCWA, (c) SCWA's failure to cure the default within the time prescribed by DWR and (d) DWR takes any of the actions described in subsections 14.i – iv of the Grant Agreement. Upon termination of this Local Project Sponsor Agreement: (1) the rights and duties of the parties with respect to the Work Plan, any portion of the Subaward Amount and any asset acquired with proceeds of the Subaward Amount shall be determined in accordance with the provisions of the Grant Agreement and this Local Project Sponsor Agreement and (2) SCWA shall pay all costs incurred by the State in enforcing section 14 of the Grant Agreement including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.
- 8.0 Notices and Administrative Contacts
- 8.1 All notices or notifications under this Local Project Sponsor Agreement shall be in writing addressed to the persons set forth in this section.
- 8.2 All notices or notifications to ABAG shall be sent to:
- Jennifer Krebs
San Francisco Estuary Partnership
1515 Clay Street, Suite 1400
Oakland, California 94612
Email: jennifer.krebs@waterboards.ca.gov
- 8.3 All notices or notifications to SCWA shall be sent to:
- Andrew Florendo
Senior Water Resource Specialist
Solano County Water Agency
810 Vaca Valley Parkway, Ste. 203
Vacaville, CA 95688
Email: aflorendo@scwa2.com
- 9.0 Amendments and Changes. This Local Project Sponsor Agreement may be changed only by a written amendment duly signed by ABAG and SCWA, provided that any changes to sections 4.4, 4.5 or 5.6 also require written concurrence by the LPS Committee.
- 10.0 Assignment and Delegation. SCWA shall not assign its rights or delegate its duties under this Local Project Sponsor Agreement. Any attempted assignment or delegation shall be null and void, and constitute a material breach of this Local Project Sponsor Agreement.

- 11.0 Governing Law and Venue. This Local Project Sponsor Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California. SCWA further agrees and consents that the venue of any action brought between SCWA and ABAG shall be exclusively in the County of Alameda.
- 12.0 Validity and Severability. If any provision of this Local Project Sponsor Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Local Project Sponsor Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.
- 13.0 No Waiver. No waiver by either party of any event of breach and/or breach of any provision of this Local Project Sponsor Agreement shall constitute a waiver of any other event of breach and/or breach. Either party's non-enforcement at any time, or from time to time, of any provision of this Local Project Sponsor Agreement shall not be construed as a waiver thereof.
- 14.0 Priority of Documents. The provisions of the Grant Agreement shall prevail over provisions of this Local Project Sponsor Agreement.

END OF BASE DOCUMENT
SIGNATURE PAGE TO FOLLOW

**Bay Area Proposition 84 Integrated Regional Water Management Grant
- Department of Water Resources -
Local Project Sponsor Agreement**

* * * * *

AUTHORIZED SIGNATURES

IN WITNESS WHEREOF, Solano County Water Agency and ABAG have duly executed this Agreement, or caused it to be duly executed on its behalf.

Solano County Water Agency

By_____

David Okita, General Manager

Association of Bay Area Governments

Ezra Rapport, Executive Director

Approved as to Form:

Kenneth K. Moy, Legal Counsel, ABAG

ATTACHMENT 1: PROJECT DESCRIPTION

WORK PLAN

Project 1: Bay Area Regional Water Conservation and Education Program

The Regional Water Conservation and Education Program is a program that is implemented by 12 Bay Area agencies. The IRWM Round 2 Implementation funding will expand the implementation of existing water conservation practices in the Bay Area, resulting in reduced potable water use and improve the existing Bay Area regional water conservation initiative. A suite of program elements will promote high-efficiency technologies and best water conservation practices that improve indoor and outdoor water use efficiency throughout the San Francisco Bay Area. The specific program elements that will result in quantifiable and sustainable water savings include:

Element 1-1: High-Efficiency Toilet Rebates

This project element includes the installation of approximately 2,300 high efficiency toilets (HETs) and a total potable water savings of approximately 834 acre-feet (AF) over the lifespan of the fixtures.

Element 1-2: High-Efficiency Washer Rebates

This project element provides a dual benefit by approximately reducing energy costs by more than a third and water costs by more than half. This project element installs approximately 5,750 high-efficiency clothes washers (HEW), resulting in an estimated water savings of over 769 AF over approximately a 10-year lifespan of the appliance.

Element 1-3: Water-Efficient Sustainable Landscape Education Program

This project element provides practical training and education programs to landscape professionals and home gardeners throughout the Bay Area. This project element may include topics such as the importance of soil health, mulch and compost to improve water retention and the use of sheet mulching to replace water-thirsty turf with climate appropriate plants. The goal of this program is to conduct approximately 20 home gardener events and approximately 10 professional training courses, and leverage electronic media, to reach approximately 20,000 consumers with messages about how to reduce water use in their yards and gardens.

Element 1-4: Water-Efficient Landscape and Weather-Based Irrigation Controller Rebate

This project element promotes environmental sustainability and improve environmental stewardship by reducing potable water use, reducing carbon emissions from mechanized gardening, and reducing the amount of fertilizer, herbicide and pesticide laden water runoff into local streams. The first component of this project element is the Water-Efficient Landscape Rebate Program. This project element component replaces approximately 1.3 million square feet of lawn with water-efficient landscaping by providing rebates based for each square foot of lawn converted. This project element component results in an estimated 1,060 AF of potable water savings over an approximate 10-year period. The second component of this project element is the

Weather-Based Irrigation Controllers Rebate Program. This component provides incentives to replace existing irrigation controllers with new efficient equipment. The new controllers automatically adjust watering times based on local weather conditions and plant types. This component results in the installation of approximately 3,145 single-family residence weather –based irrigation controllers and approximately 4,200 commercial, industrial, and/or institutional weather-based irrigation controllers to achieve a water savings of an estimated 550 AF over the approximate 10-year lifespan of the equipment.

Element 1-5: Large Landscape Irrigation System Retrofit Program

This project element improves irrigation efficiency, installs appropriate plantings, and improves landscape uses at large landscape sites. It retrofits at least one large landscape site with new irrigation, controllers, plantings, and educational signage. This project element results in a water savings of approximately 12 AF per year, and approximately 240 AF over the approximate 20-year lifespan of the project.

Element 1-6: Home Water Reports

This project element encourages water savings by providing customers with individualized water use reports and water scores with a comparison to other homes or businesses with similar characteristics and demographics. Customers will register on-line to receive water use reports, which will include customized water saving recommendations. This project's goals are to send an estimated 230,000 single-family home reports with approximately 101,500 completed within the first year. These reports are anticipated to result in potable water savings of approximately 768 AF each year with savings of approximately 4,610 AF over the approximate 6-year implementation of the program.

Element 1-7: Water Conservation and Mobile Water Lab Project

This project element conducts approximately 48 agricultural irrigation efficiency evaluations to provide recommendations on irrigation system and scheduling improvements to conserve water. These evaluations will be conducted for agricultural producers in the Sonoma Creek, Petaluma River, and Napa River watersheds. Up to two workshops will be held to encourage the sharing of valuable technology and information and to assist growers in obtaining funds to implement irrigation improvement recommendations. This project element estimates approximately 44 AF of water savings per year, with approximately 442 AF of savings over the approximate 20-year lifespan of implemented irrigation improvements.

Task 1: Direct Project Administration – Budget Category (a)

Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating with up to 12 participating agencies, developing interagency agreements, coordinating agency responsibilities, and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

Task 1b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of the Grant Agreement (Attachment 3) and submitting to the Grantee for its submittal to DWR review.

Deliverables:

- Quarterly Project Progress Report

Task 1c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 1d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G of the Grant Agreement (Attachment 3).

Deliverables:

- Draft and Final Project Completion Report

Task 2: Land Purchase/Easement – Budget Category (b)

Not applicable. This project does not require land purchases or easements.

Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)

Not applicable. This project does not require preparation of assessment and evaluation studies.

Task 4: Construction/Implementation – Budget Category (d)

Element 1-1: High-Efficiency Toilet Rebates

Task 4.1 a) Project Implementation

This project provides rebates for replacement older, high-volume flush toilets with high-efficiency toilets. This task consists of providing and evaluating rebate applications, processing rebates, providing public outreach and customer service, and providing education surveys and analysis. Additionally, this project element may include the development and coordination of marketing materials.

Deliverables:

- Eligible customer list
- Example of rebate application
- Database of participants in rebate program
- List of completed HETs
- Copies of the public outreach materials

Element 1-2: High-Efficiency Washer Rebates

Task 4.2 a) Project Implementation

This task consists of providing and evaluating rebate applications, processing rebates, providing public outreach and customer service, and providing education surveys and analysis. Additionally, this project element may include the development and coordination of marketing materials.

Deliverables:

- Eligible customer list
- Example of rebate application
- Database of participants in rebate program
- List of completed HEWs
- Copies of the public outreach materials

Element 1-3: Water-Efficient Sustainable Landscape Education Program

Task 4.3 a) Project Implementation

This task consists of organizing water-efficient sustainable gardening events and product expositions, holding trainings and qualification courses, and conducting outreach to promote the events/expositions and water-conservation and rebate marketing messages. This project element includes providing onsite training for staff at participating nurseries to promote successful communication with customers about the benefits of water conservation and the availability of local rebates and resources on sheet mulching lawns in place, and proper irrigation and techniques to reduce toxic runoff. Additionally, it includes the production and distribution of a pocket guide to water-conserving plants that thrive in the Bay Area, the development of an online clearinghouse of regional information about outdoor water conservation and local rebate programs, and the identification and promotion of landscape professionals that offer lawn conversion services. This project element includes the development and coordination of marketing materials.

Deliverables:

- A list of completed water-efficient sustainable gardening events and expos and number of participants
- A list of completed professional training programs and number of participants

- A report on results/metrics achieved through public outreach campaign
- A list of the number of staff training sessions held at nurseries
- Online posting and monitoring of website activity
- A copy of the pocket guide

Element 1-4: Water-Efficient Landscape and Weather-Based Irrigation Controller Rebate

Task 4.4 a) Project Implementation

The Water Efficient Landscape Program component of this project element includes outreach to property owners and managers, both residential and commercial, to minimize and remove turf, and replace it with a more sustainable water efficient landscape. This task consists of providing and evaluating rebate applications, processing rebates, and providing public outreach and customer service. The Weather-based Irrigation Controller Program component of this project element includes the replacement of standard irrigation “clock-type” controllers with self-adjusting automatic irrigation controllers that schedule irrigation events using evapotranspiration (ET) controllers. Participating agencies shall review and evaluate customer rebate applications. Additionally, agencies may conduct customer and retailer marketing and public outreach activities to implement the incentive program, including outreach to retailers, production of rebate materials, and post-cards associated with the distribution of the incentives.

Deliverables:

- An example of a Water Efficient Landscape rebate application
- Database of participants in Water Efficient Landscape Rebate Program
- A copy of public outreach materials for Water Efficient Landscape Program
- An example of a Weather-based Irrigation Controller customer application
- Database of participants in Weather-based Irrigation Controller Program
- A copy of public outreach materials for Weather-based Irrigation Controller Program

Element 1-5: Large Landscape Irrigation System Retrofit Program

Task 4.5 a) Project Implementation

This task consists of selecting qualifying large landscape sites in San Francisco and completing irrigation and landscape design plans that meet the requirements of San Francisco’s Water Efficient Irrigation Ordinance. This task also includes developing a construction contract to implement the project’s design and complete the site retrofit with new irrigation system, weather-based irrigation controller(s), and low water-use plantings. This task also includes the installation of educational public signage about water-efficient landscaping practices, and public outreach materials. Additionally, this project element may include the development and coordination of marketing materials.

Deliverables:

- A copy of the water-efficient irrigation and landscape design plans
- Copies of public outreach materials
- A copy of the bid documents and construction award

- Photos of the educational signage at the site

Element 1-6: Home Water Reports

Task 4.6 a) Project Implementation

This task consists of creating the home water report interface, including procuring software product and professional services, developing project specifications and a monitoring plan, implementing the backend database, establishing the system for consumption data feeds, and deploying user interface and backend database. This task also consists of issuing home water reports, monitoring participation, and conducting water savings evaluations.

Deliverables:

- A copy of the professional services contract
- A list of participants in the Home Water Report Program
- A copy of the final water savings report

Element 1-7: Water Conservation and Mobile Water Lab Project

Task 4.7 a) Project Implementation

This task consists of providing outreach and up to 2 educational workshops to agricultural landowners/managers, conducting approximately 48 agricultural irrigation system evaluations, providing recommendations on irrigation system and scheduling improvements to conserve water, sharing valuable technology and information with growers, and assisting growers in obtaining necessary funds to implement recommendations.

Deliverables:

- A copy of materials used at workshops
- A list of on-site irrigation system evaluations completed
- A copy of outreach materials distributed
- An example of recommendations provided based on evaluation

BUDGET

Project 1: Bay Area Regional Conservation and Education Program					
Category		(a)	(b)	(c)	(d)
		Grant Amount	Cost Share: Required Funding Match	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00
(b)	Land Purchase/Easement	\$ -	\$ -	\$ -	\$ -
(c)	Planning/Design/ Engineering/ Environmental Documentation	\$ -	\$ -	\$ -	\$ -
(d)	Construction/ Implementation	\$ 2,550,000.00	\$ 2,558,168.00	\$ -	\$ 5,108,168.00
Grand Total		\$ 2,700,000.00	\$ 2,558,168.00	\$ -	\$ 5,258,168.00

SCHEDULE

Project 1: Bay Area Regional Conservation and Education Program			
Category		Start Date	End Date
Task 1	(a) Direct Project Administration	October-13	April-18
Task 1 a	Project Administration	October-13	April-18
Task 1 b	Quarterly Progress Report	October-13	April-18
Task 1 c	Invoices	October-13	April-18
Task 1 d	Draft and Final Project Completion Report	October-13	April-18
Task 2	(b) Land Purchase/ Easement	N/A	N/A
Task 3	(c) Planning/ Design/ Engineering/ Environmental Documentation	N/A	N/A
Task 4	(d) Construction/ Implementation	October-13	September-16
Task 4.1 a	High-efficiency Toilet Rebates	October-13	September-16
Task 4.2 a	High-efficiency Washer Rebates	October-13	September-16
Task 4.3 a	Water-efficient Sustainable Landscape Education Program	October-13	September-16
Task 4.4 a	Water-efficient Landscape and Weather-based Irrigation Controller Rebate	October-13	September-16
Task 4.5 a	Large Landscape Irrigation System Retrofit Program	October-13	September-16
Task 4.6 a	Home Water Reports	October-13	September-16
Task 4.7 a	Water Conservation and Mobile Water Lab Project	October-13	September-16

DELIVERABLES TABLE

This deliverables table lists all deliverables due to ABAG for this project. It will be included in the progress report template. Due dates should be assigned to each deliverable and included in the first progress report.

Note that before you can invoice for any task, you must have satisfied the match requirement for that task.

Type	Task # (from DWR- ABAG agreement)	Description	Estimated Due Date	Submitted Date
ABAG requirements		Proof of Insurance Coverage	Upon return of signed agreement	
IRWMP eligibility requirements and basic conditions	Task 1a	Environmental Information Form (EIF)	3/14/14	3/14/14
		Financial Statements	3/14/14	3/13/14
Other project deliverables	Element 1-1 (HET Rebates) Task 4.1a	Eligible customer list		
		Example of rebate application		
		Database of participants in rebate program		
		List of completed HETs	September 2016	
		Copies of the public outreach materials		
	Element 1-2 (HEW Rebates) Task 4.2a	Eligible customer list		
		Example of rebate application		
		Database of participants in rebate program		
		List of completed HETs	September 2016	
		Copies of the public outreach materials		
	Element 1-3 (Water- Efficient Landscape Education Program) Task 4.3a	A list of completed water-efficient sustainable gardening events and expos and number of participants	September 2016	
		A list of completed professional training programs and number of participants	September 2016	
		A report on results/metrics achieved through public outreach campaign	September 2016	

Type	Task # (from DWR- ABAG agreement)	Description	Estimated Due Date	Submitted Date
		A list of the number of staff training sessions held at nurseries	September 2016	
		Online posting and monitoring of website activity		
		A copy of the pocket guide		
	Element 1-4 (Water-Efficient Landscape and WBIC Rebate) Task 4.4a	An example of a Water Efficient Landscape rebate application		
		Database of participants in Water Efficient Landscape Rebate Program	September 2016	
		A copy of public outreach materials for Water Efficient Landscape Program		
		An example of a Weather-based Irrigation Controller customer application		
		Database of participants in Weather-based Irrigation Controller Program	September 2016	
		A copy of public outreach materials for Weather-based Irrigation Controller Program		
	Element 1-5 (Large Landscape Irrigation System Retrofit Program) Task 4.5a	A copy of the water-efficient irrigation and landscape design plans		
		Copies of public outreach materials		
		A copy of the bid documents and construction award		
		Photos of the educational signage at the site		
	Element 1-6 (Home Water Reports) Task 4.6a	A copy of the professional services contract		
		A list of participants in the Home Water Report Program	September 2016	
		A copy of the final water savings report	September 2016	
	Element 1-7 (Water Conservation and Mobile Water Lab) Task 4.7a	A copy of materials used at workshops		
		A list of on-site irrigation system evaluations completed	September 2016	
		A copy of outreach materials distributed		
		An example of recommendations provided based on evaluation	September 2016	
Reports	Task 1b	Quarterly project progress report	45 days after calendar quarter ends	
	Task 1c	Quarterly invoices and associated backup documentation	45 days after calendar quarter ends	

Type	Task # (from DWR- ABAG agreement)	Description	Estimated Due Date	Submitted Date
	Task 1d	Draft Project Completion Report	30 calendar days after project completion	
		Final Project Completion Report	60 calendar days after project completion	
		Post-Performance Reports	60 calendar days after 1 st operational year, for 10 years post- completion	

ATTACHMENT 2: INSURANCE REQUIREMENTS

Insurance Requirements. Local Project Sponsor shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Local Project Sponsor, its agents, representatives, or employees.

- a) Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - i) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
 - ii) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
 - iii) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - iv) Errors and Omissions Liability insurance appropriate to the Local Project Sponsor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

- b) Minimum Limits of Insurance. Local Project Sponsor shall maintain limits no less than:
 - i) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - ii) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - iii) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
 - iv) Errors and Omissions Liability: \$1,000,000 per occurrence.

- c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by ABAG. At the option of ABAG, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects ABAG, its officers, officials, employees and volunteers; or the Local Project Sponsor shall provide a financial guarantee satisfactory to ABAG guaranteeing payment of losses and related investigations, claim administration and defense expenses. (Including operations, products and completed operations, as applicable.).

- d) Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - i) ABAG, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations

- performed by or on behalf of the Local Project Sponsor; or automobiles owned, leased, hired or borrowed by the Local Project Sponsor.
- ii) For any claims related to this project, the Local Project Sponsor's insurance coverage shall be primary insurance as respects ABAG, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by ABAG, its officers, officials, employees or volunteers shall be excess of the Local Project Sponsor's insurance and shall not contribute with it.
 - iii) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to ABAG.
 - iv) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to ABAG.
- f) Verification of Coverage. Local Project Sponsor shall furnish the ABAG with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by ABAG or on other than ABAG's forms provided those endorsements conform to ABAG requirements. All certificates and endorsements are to be received and approved by ABAG before work commences. ABAG reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Self Insurance Option. If a Local Project Sponsor is a public entity self-insures for bodily injury, personal injury and property damage liability, the Local Project Sponsor shall submit written evidence of such self-insurance for approval by ABAG in lieu of complying with Insurance Requirements above. Such written evidence may, but is not required to, consist of a letter authorized by its chief administrative/executive officer, chief financial officer, risk manager or equivalent, stating that the Local Project Sponsor is self insured and that the Local Project Sponsor, has or will have, sufficient resources to effect the coverage required by the Insurance Requirements.

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: September 11, 2014
SUBJECT: Home Water Report Pilot Study

RECOMMENDATION:

Authorize General Manager to execute an agreement with WaterSmart Software, Inc. for implementation of a Pilot Study to determine the effectiveness of Home Water Reports in increasing residential water conservation.

FINANCIAL IMPACT:

Cost of the agreement is \$60,000. Funding has been allocated for this work in the water conservation budget for this year.


BACKGROUND:

Many, if not most, people are unaware of exactly how much water they actually use. Part of this can be attributed to the units used to show household water consumption – the typical homeowner cannot translate HCF or CCF into gallons. In order for water conservation messaging to work effectively and broadly, it needs to function without over-burdening the customer with overly technical information.

Studies have also shown that people pay attention when they see how their usage compares to their neighbors. This software program fairly compares people to homes with similar water needs, similar to the method used by PG&E on their monthly utility bills. An example home water report is attached.

The City of Benicia was chosen as the site of the pilot study because of its size and the status of its water supply. Depending on the results of the pilot study, the home water report could be used in other studies.

The consultant for the pilot study, WaterSmart Software, Inc., was selected through a request for proposal process which involved SCWA and outside water agency staff.

Recommended By: 
David B. Okita, General Manager

☐ Approved as
Recommended ☐ Other
(see below)

Modification to Recommendation and/or other actions:

I, David B. Okita, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed and adopted by said Board of Directors at a regular meeting thereof held on September 11, 2014 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

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

Name of Project: Home Water Use Reports Pilot Study

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT 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 WaterSmart Software, Inc., hereinafter referred to as "Contractor" or "WaterSmart". Agency and WaterSmart collectively are hereinafter referred to as the "parties". This Agreement is conditional upon written ratification by the member unit identified on Exhibit A, hereinafter referred to as the "Initial Pilot Member", and shall become effective when signed by Agency and Contractor and ratified in writing by the Initial Pilot Member by signing the Ratification Letter ("Exhibit E"). The date of signature provided on said Ratification Letter shall serve as the "Effective Date."

The Agency requires services for a pilot study to determine the effectiveness of home water reports in increasing water conservation; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for the Home Water Use Reports Pilot Study, as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. Exhibit A describes services to be provided with respect to the Initial Pilot Member. If the parties mutually agree to include additional member units in the Home Water Use Reports Pilot Study, services with respect to such member units shall be described on Exhibits A2, A3 and so forth, respectively, which shall be incorporated by written amendment of this Agreement. In case of conflict between any part of this Agreement, this Agreement and the SaaS Provisions attached as Exhibit D shall control over any other Exhibit.

2. COMPENSATION

Compensation for services shall be as follows: Itemized fixed fees plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$60,000** for all work contemplated by this Agreement. If the parties mutually agree to include additional member units in the Home Water Use Reports Pilot Study, itemized fixed fees plus any allowed reimbursable expenses based on unit costs, with respect to such member units, shall be set forth on Exhibits B2, B3 and so forth, respectively, which shall be incorporated by written amendment of this Agreement including an appropriate increase in the not-to-exceed amount set forth in this section.

3. METHOD OF PAYMENT

Upon submission of an invoice by the Contractor, and upon approval of the Agency's representative, the Agency shall within thirty (30) days of invoice receipt pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month, or in advance for applicable fees and allowed expenses if so specified by Exhibit B, 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 work performed with respect to each task identified in Exhibit A undertaken.

Each invoice shall be accompanied by a spreadsheet showing, by month, costs and/or fees 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 specified by the first paragraph of this Agreement, hereinafter referred to as the "Effective Date", and said services will take place for one year following the Effective Date or until the completion of services described in Exhibit A, Scope of Work

5. MODIFICATION AND TERMINATION

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

This Agreement may be terminated by the Agency at any time, without cause, upon 14 days written notification to the Contractor. The Contractor may terminate this Agreement, without cause, upon 30 days written notice to Agency. Either party may terminate this Agreement for cause upon 10 days written notice to the other with an opportunity to cure during the notice period.

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

6. INDEMNIFY AND HOLD HARMLESS

When the law establishes a professional standard of care for the Contractor's services, to the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Agency, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Contractor's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. The Contractor shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out

of Contractor's performance or non-performance of the work hereunder, and shall not tender such claims to Agency nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity in the absence of any gross negligence, active negligence or willful misconduct by Agency or any of its member units.

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

7. INSURANCE

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

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

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

Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above via the sub-contractor's insurance or insurance provided for sub-contractors by Contractor.

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

8. COMPLIANCE WITH LAW

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

9. 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 with reasonable prior written notice to the Contractor, the Contractor shall during its regular business hours reasonably make materials and records pertinent to fees charged and costs reimbursed under this Agreement, available to the Agency at no additional charge and without restriction or limitation to State and federal governments at no additional charge.

10. OWNERSHIP OF DOCUMENTS

(Refer to Section A of the SaaS Provisions attached hereto as Exhibit D).

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; provided, however, that Contractor may assign this Agreement without Agency's consent in connection with Contractor's merger, acquisition, or change in control. Consent of the Agency, by its General Manager or his designee, is hereby given with respect to the following sub-contractors: InfoSend, Inc., Data Mail, Inc.

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. ADDITIONAL TERMS

Certain additional legal terms involving matters such as intellectual property rights, mutual cooperation, confidentiality and data rights, and limitation of liability are set forth on Exhibit D (“SaaS Provisions”) attached hereto and incorporated herein by this reference.

14. NOTICE

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

AGENCY

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

CONTRACTOR

WaterSmart Software, Inc
20 California St. Suite 200
San Francisco, CA 94111
Attn: Peter Yolles

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: _____
David Okita, General Manager
Solano County Water Agency

By: _____
Peter Yolles, CEO
WaterSmart Software, Inc.

EXHIBIT A

SCOPE OF WORK

EXHIBIT A: SCOPE OF WORK

The Solano County Water Agency (“Agency”) and WaterSmart Software (“WaterSmart”) will contract for WaterSmart’s water conservation program including Home Water Reports, the Customer Portal, and the Utility Dashboard as a service to be provided to the City of Benicia (“Member”). At the outset of this program and during the course of this program both Agency and Member may be required to provide data to WaterSmart as described below. This Scope of Work lays out all steps, costs, and responsibilities.

SECTION 1: PROGRAM INITIALIZATION

1.1 — COHORT GROUP METHODOLOGY

WaterSmart understands that Agency and Member wish to enroll 5,000 of Member’s residential accounts in the WaterSmart program. WaterSmart has the capability to divide all 5,000 residential enrolled accounts, in coordination with Agency staff, into groups of similar residences in order to maximize the relevance of water use comparisons and potential water savings. Based on prior experience implementing similar programs, WaterSmart proposes dividing households into sets of comparable residences based on one or more of the following variables:

- Number of occupants per home (based on user-generated information)
- Irrigable area (e.g. small, medium, large, etc.) to be determined based on home size and lot size information contained in real estate data obtained by WaterSmart, or optionally, provided by Agency if it already possesses such information
- Residence location (e.g. city, zip code, etc.) for utilities which span large areas

In the absence of customer-supplied occupancy data, WaterSmart recommends using the number of bedrooms (based on real estate or census data) per residence as a proxy for number of occupants.

In addition, WaterSmart also randomly may assign groups of households to receive different messages in the Home Water Reports or Portal, to test the effectiveness of various approaches. Agency will be informed of these messages and the results of such tests.

1.2 — DESIGN OF PRODUCTS

All of the customer-facing materials that WaterSmart develops for Agency, including the print and email Home Water Reports and the Customer Portal, are based on existing, WaterSmart product templates. These materials will be white-labeled with Member's name and logo. Content and design of all materials are subject to change over time, as WaterSmart incorporates new features.

The format, design and content of **Home Water Reports** will be based on existing WaterSmart documents, a current version of which is shown in Appendix A.

The **Customer Portal** Web application design will be based on WaterSmart's existing portal, a current version of which is shown in Appendix B.

Every page on the **Customer Portal** will include a link to WaterSmart's privacy policy and terms and conditions. Such files will be located on Agency's Customer Portal server.

The **Utility Dashboard** design will be based on WaterSmart's existing online utility dashboard, a current version of which is shown in Appendix C.

1.3 — CUSTOMIZATION OF HOME WATER REPORTS & WEB APPLICATIONS

WaterSmart provides a customizable SaaS (Software-as-a-Service) solution. The product set is fully functional and ready to launch as soon as Agency and/or Member provides the Consumption and Residence data files specified in Section 5.1 below, as well as a high-resolution file of Member's logo. Product can be launched after WaterSmart completes its standard quality assurance setup procedures.

Product content may be customized, at Agency's option, at the start of the program, as listed herein.

Agency has the option to add or substitute the following content, as applicable to the then current design of the Home Water Report:

- Availability and/or value of Agency's incentive/rebate programs
- Customized descriptions for each of the personalized ways to save, within space constraints
- Customized messages for the Data Insights/Messaging section of the Report
- Inclusion of a comparison to customer's water allocation, budget based billing information or water conservation goal in lieu of one of the similar household comparisons
- Email address which should be shown as sender of email Home Water Reports
- List of up to ten (10) recipients of courtesy copies of print or email home water reports

- Program participation data for individual households, which will be used to generate relevant recommendations and analytics. Programs can include rebates, event participation, water waste citations, etc.

The WaterSmart project manager assigned to Agency will assist in customizing this content at the start of the Program. Agency, Member and WaterSmart agree to complete this process in a timely manner, and it is expected that this will be no more than ten (10) business days from when initial materials are provided to Agency and/or Member.

Once the above content is customized, if desired, and approved by Agency, WaterSmart will use its Recommendation Engine to generate customized Reports featuring this content for each household.

1.4 — DATA SPECIFICATIONS & TRANSFER PROTOCOLS

WaterSmart will work with Agency and Member to provide file specifications that maximize the ease of data extraction on the behalf of both Agency and Member as well as optimize the process of data integration on WaterSmart's behalf.

In general, WaterSmart will require two files, one that describes residences and accounts (“the **Residence File**”) and another that details consumption history and billing amounts (the “**Consumption File**”). In the **Residence File**, WaterSmart will request such fields as, but not limited to:

- Account Number
- Account Sequence Number
- Property APN, where available
- Meter Size
- Service Address
- Billing Address
- Customer Name
- Customer Email, where available

In the **Consumption File**, WaterSmart will request, for at least the last two years, but ideally for five to ten years in the past, such fields as, but not limited to:

- Account Number
- Account Sequence Number

- Meter I.D. (serial number)
- Current Meter Read
- Previous Meter Read
- Days in Billing Cycle
- Consumption
- Bill and water allocation details as mutually agreed

The above list of fields is intended to serve as an example. During the project kickoff process, WaterSmart, Agency and Member will work together to discuss the ramifications of the presence or absence of data in the feeds.

WaterSmart will provide Agency and Member with a private, password-protected FTP destination for regular delivery of the data. This secure FTP site will be hosted on WaterSmart's server infrastructure.

1.5 — CUSTOMER CONFIDENTIALITY & DATA SECURITY

WaterSmart will not share personally identifiable customer information or customer-specific water use information with any third party without prior consent from Agency.

Data transferred to WaterSmart from Agency or Member will be stored in a database dedicated to Agency and its WaterSmart project. The data will not be comingled with the data provided by any other entity; provided, however, that certain anonymous data may be copied and consolidated with data provided by one or more other entities for the research and product development purposes subject to the terms of the Agreement.

WaterSmart will continue to enact standard controls, policies, and procedures to ensure the security of data and customer provided information of Agency and Member, including but not limited to choosing a reputable cloud-server vendor with appropriate physical security of server infrastructure, secure public-private key-based login to all WaterSmart server infrastructure, password authentication on all Web site interaction, and audit logging.

1.6 – STAFF TRAINING

At the start of the Program, WaterSmart will conduct an in-person initial training meeting with Agency and Member at Agency's location (810 Vaca Valley Pkwy #203, Vacaville, CA 95688). The standard training will orient Agency and Member staff involved in the Program with the Reports and Web Applications. WaterSmart suggests Agency and Member include a representative from each functional group that will be involved with the implementation of the program. Additional training may be available subject to the mutual agreement of the parties and may require additional compensation.

SECTION 2: PROGRAM IMPLEMENTATION

2.1 - CUSTOMER INSIGHT SURVEY

WaterSmart will prepare and mail a copy of a paper survey to all 5,000 of Member's enrolled residential accounts. The Survey has been prepared with input and guidance from Maddaus Water Management and UC Berkeley Professor Michael Hanemann. The survey may have approximately 30 questions related to occupancy, fixtures, appliances, demographics, water-related attitudes and behaviors. The generic Survey will be updated with Member's specific information, such as service area and mailing address. If it wishes, Agency may add/replace two additional questions to the Survey, in coordination with WaterSmart.

The results of the Survey are used to establish baseline attitudes and customer satisfaction, occupancy rates, saturation rates of fixtures and appliances, and customer willingness to implement various water use efficiency behaviors and upgrades, and to gather email addresses. The Surveys help WaterSmart and Agency improve the targeting of water-saving actions at the household level and in aggregate.

WaterSmart will share all results of the Surveys with Agency and Member. WaterSmart will provide a report to Agency and Member with an analysis of aggregate survey responses. WaterSmart also can provide access to the complete set of Survey responses, so that Agency and/or Member may view all entries, including residents' responses to open-ended questions, to which Agency or Member may wish to respond.

2.2 – WELCOME LETTER

WaterSmart will send a one-page welcome letter printed on Member's letterhead to all residential accounts included in the mailing of the Customer Insight Survey. This welcome letter will inform residents about the program and what they can expect to receive. WaterSmart will provide one or more samples, which Agency may edit or approve as-is. The finalization of this content will be completed at the start of the Program within the same times and timeframes as the customization of other program content.

2.3 — EMAIL HOME WATER REPORTS

WaterSmart will email Home Water Reports on a bi-monthly basis to all accounts for which an email address is available (through the Customer Insight Survey or other means). Each email Home Water Report will contain the design and content as outlined in Section 3. WaterSmart shall strive to produce the email Reports within seven (7) business days of WaterSmart's receipt of all Customer data files from Member for that billing cycle.

2.4 — PRINT HOME WATER REPORTS

WaterSmart will produce, print and mail paper Home Water Reports on a bi-monthly basis to up to 5,000 accounts. The accounts chosen to receive print Home Water Reports will be provided by Agency, or designated by clear criteria (e.g. 25% of accounts with highest water consumption in a given period.) The format of the Home Water Reports will be based on WaterSmart's existing product, as specified in Section 3. WaterSmart shall strive to produce the paper Reports within seven (7) business days of WaterSmart's receipt of all Customer data files from Member for that billing cycle.

2.5 — CUSTOMER SERVICE SUPPORT

Member shall have the primary responsibility for providing customer service to Customers. WaterSmart will provide a list of Frequently Asked Questions to both enrolled Customers, Agency and Member staff to facilitate this process. WaterSmart also provides the Customer Support section within the Utility Dashboard, which is designed to help customer service representatives respond to Customers.

WaterSmart will provide service and support to Agency's staff and Member's staff regarding their technical questions about WaterSmart's **Customer Portal** and **Utility Dashboard Web** applications and Home Water Reports between the hours of 9 a.m. and 5 p.m. PST on Monday thru Friday, excluding federal holidays. For clarity, this does not include questions related to hardware, software, third party services, or other technical questions beyond the specific scope of the **Customer Portal** and **Utility Dashboard** or Home Water Reports.

WaterSmart's project manager will work with Agency's primary contact to assist in addressing additional customer issues. All inquiries from Agency customers outside the scope indicated above, including without limitation questions about water data, will be directed to Agency.

2.6 – MARKETING AND ADVERTISING

Agency and Member agree to allow WaterSmart, during the term of this Contract, to use Agency's name and Member's name in promotional materials including, but not limited to, a name and logo listing on the corporate website of WaterSmart and in press releases and in conversations with the public, investors, partners and media.

SECTION 3: DESIGN OF PRODUCTS

3.1 — CUSTOMER PORTAL

The **Customer Portal** Web application, provided by WaterSmart and accessible to all 5,000 enrolled residential accounts, shall contain content such as that specified below.

Functionality:

With respect to each Customer and subject to availability of source data from Agency and Member:

- Water use consumption
- Water use comparisons among comparable residences
- Water score (per billing period)
- Water score and ranking (gallons per capita per day)
- Availability and/or value of Agency's incentive/rebates programs (if provided)
- Historical water use comparisons
- Indoor/outdoor water use estimates, highlighting end uses of water
- Suggested ways to save - per WaterSmart Recommendation Engine
- Library of ways to save - water efficient tips with ranking/sorting capabilities
- Sign-up/request capability
- Ability to download historical consumption data

The **Customer Portal** Web application initially shall be assigned the following URL address:

<https://cityofbenicia.waterinsight.com/>

Additionally, Agency may notify WaterSmart of and set up a redirect to the URL above from a page of Member's own website, such as "<http://ci.benicia.ca.us/waterinsight>" in order to promote their own domain. In such a case, WaterSmart would publish this Member page URL on all resident-facing materials.

WaterSmart will launch the **Customer Portal** and **Utility Dashboard** Web applications prior to the delivery of the first Home Water Reports. WaterSmart will maintain commercially reasonable systems and controls designed to maximize monthly uptime and minimize unscheduled outages of the **Customer Portal** and **Utility Dashboard**. Excluding any down time for maintenance and/or upgrades, WaterSmart will make strong efforts to provide the customers, Agency and Member with access to their respective Web applications on a continuous basis. WaterSmart will provide advance notification of any planned outages and will notify Agency without unreasonable delay if it detects or receives actual notice of any material problems relating to the **Customer Portal** and/or the **Utility Dashboard**.

3.2 — UTILITY DASHBOARD

The **Utility Dashboard** Web application, provided by WaterSmart and viewable only by Agency and Member staff, shall contain content such as that specified below and shall include all 8,300 residential accounts of Member. Agency and Member will each be granted its own login credentials to the Utility Dashboard.

Functionality:

With respect to each Customer and subject to availability of source data from Agency and Member, WaterSmart shall provide:

Customer Support:

- Customer residence profile
- Customer WaterScore and consumption
- Median water use for comparable residences
- Portal user profile
- Map of customer property
- Ability to log customer calls and view call history
- Ability to view every customer's Portal
- Ability to view the unique Report sent to each customer, each billing period
- Customer historical usage and neighbor comparison
- Ability to view customer survey responses

Program and Member-Wide Analytics:

- Reading detail report for all participants
- Households which may have leaks
- Median and efficient water use for each group of comparable residences
- Top 200 users per billing period and annually
- Agency Program effectiveness report
- User engagement (registrations, calls, emails)
- Home Water Report mailing statistics

Maps:

- Top 200 users
- Program participants
- Agency Program effectiveness report
- User engagement

3.3 — HOME WATER REPORT

The Home Water Reports provided by WaterSmart, in coordination with Agency and Member, initially shall contain features such as the following:

- Water use consumption
- Water score (per billing period)
- Water use comparisons among similar size households (based on methodology described in Section 1.3)
- Personalized ways to save, selected from WaterSmart's library of recommendations, based upon specific eligibility requirements for each recommendation
- URL link to home page of **Customer Portal** Web application and unique registration code (if needed)

- Messaging area featuring data insights (such as end uses of water and comparisons to prior year's use), incentives, rebates, promotions and/or other water use efficiency-related content
- Prompt/Link to encourage customers to sign up for email reports (print version only)
- Direct links to individual ways to save (email version only)
- Conditional subject lines for email Home Water Report (email version only)

The Recommendation Engine outputs the most pertinent, water-saving offers for each household, based on consumption levels, seasonal water use patterns, occupancy rates, the age of the residence, survey responses, program participation data and/or other factors. No additional approvals will be required before each subsequent report is distributed, per the agreed upon annual schedule.

SECTION 4: PROJECT MANAGEMENT

In order to ensure adherence to the agreed-upon schedule and budget WaterSmart will designate an individual to serve as a Project Manager, who will, among other responsibilities:

- Organize initial project kickoff meeting
- Monitor the status of all deliverables
- Provide regular project status report updates
- Prepare meeting agendas (including input from Agency)
- Monitor engagement rates and message effectiveness
- Communicate project feature requests to WaterSmart team

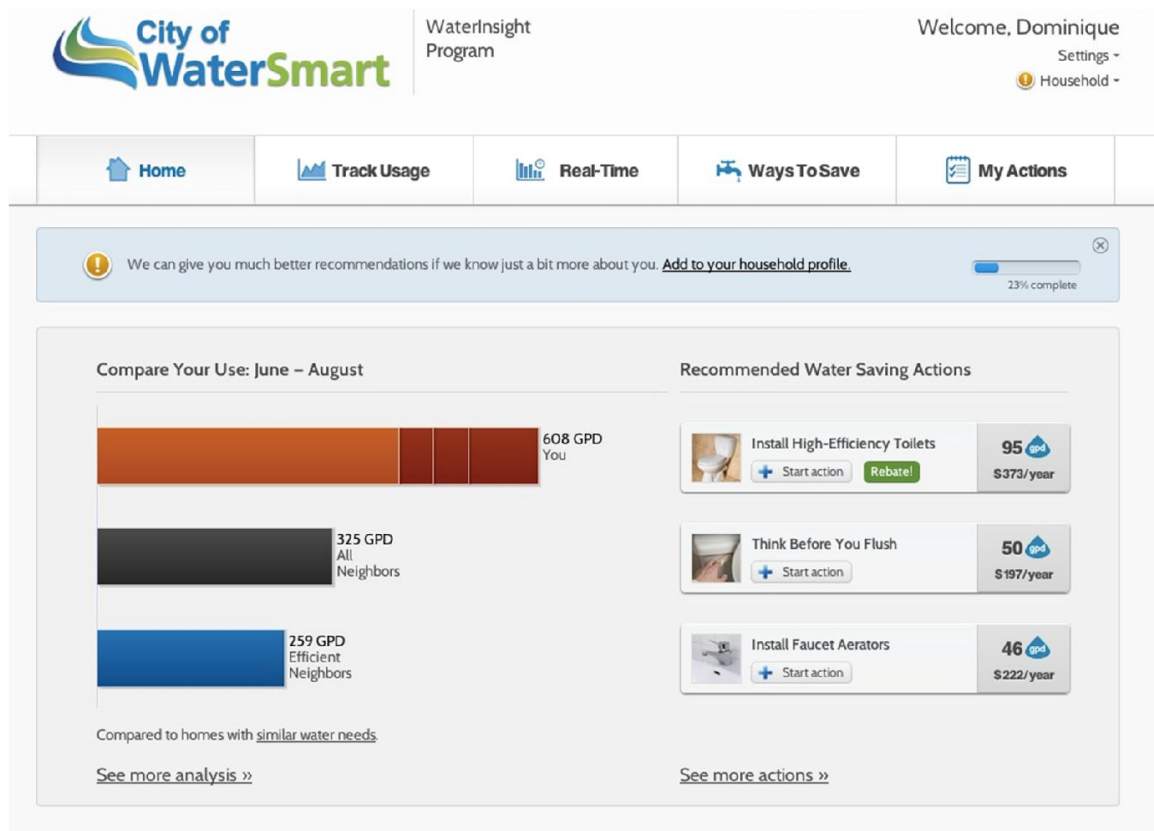
During the pre-launch implementation process, WaterSmart recommends weekly phone meetings between WaterSmart customer service and Agency staff and Member staff, to review open action items and promptly address any issues. Subsequent to the launch, WaterSmart recommends a minimum of quarterly progress meetings, by webinar or in person, to review project status and to address opportunities to better serve residents and achieve Agency's goals and Member's goals. One (1) hour of preparation, one (1) hour of meeting time, and one (1) hour of follow-up time is included per each meeting.

Figure 1: Standard Home Water Report Example



APPENDIX B — CUSTOMER PORTAL

Figure 2: Screenshot of Customer Portal



APPENDIX C — UTILITY DASHBOARD

Figure 3: Screenshot of Utility Dashboard

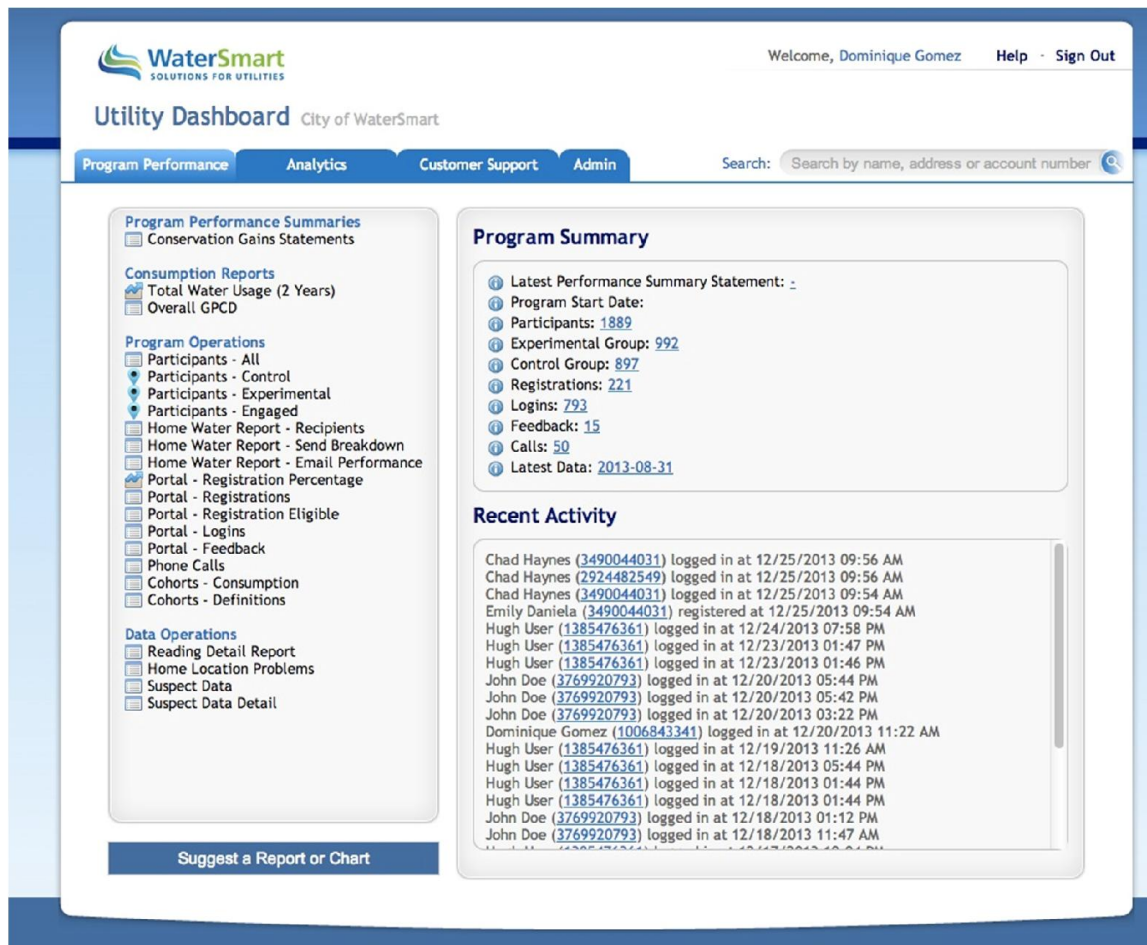


EXHIBIT B: PAYMENT TERMS

COMPENSATION

For items listed in the above Scope of Services, Agency shall compensate WaterSmart according to the Fee Schedule below.

Table 1: Fee Schedule

Program Feature	Description
Initialization	One-time fee for program setup and customization
Utility Dashboard	Data for up to 8,300 accounts uploaded and available
Customer Portal	Available for all 5,000 enrolled accounts
Print Customer Insight Survey and Welcome Letter	Mailed to all 5,000 enrolled accounts
Print Home Water Report	Mailed on a bi-monthly basis to up to 5,000 enrolled accounts
Email Home Water Report	Emailed on a bi-monthly basis to all enrolled accounts for which a valid email address becomes available
Total Annual Fee	\$59,998

SCHEDULE OF PAYMENTS

Agency will be invoiced as specified below

Table 2: Schedule of Payments

Program Feature	Fee	Payment Schedule
Initialization	\$10,000	Upon Agreement Signing
Utility Dashboard	\$4,700	Upon Agreement Signing
Customer Portal	\$5,000	Upon Agreement Signing
Print Customer Insight Survey and Welcome Letter	\$11,438	Upon Program Launch
Print Home Water Report	\$28,860	Upon Program Launch
Fee	\$59,998	

EXHIBIT C: SCHEDULE OF PERFORMANCE

LAUNCH SCHEDULE

WaterSmart proposes the following schedule to complete all work required to launch the Program. WaterSmart will maintain primary contact with Agency and will expect Agency to coordinate participation of Member staff in meetings and training as deemed appropriate by Agency. The dates listed below represent the number of weeks from to the date of a signed Professional Services Agreement between WaterSmart and Agency.

Week 0: Sign Agreement	<ul style="list-style-type: none"> ✓ WaterSmart, Agency and Member agree on Scope of Work and review and sign PSA.
Week 1: Finalize Partnership	<ul style="list-style-type: none"> ✓ WaterSmart and Agency identify the staff involved in the partnership and clarify the role of each team member in the launch process. ✓ WaterSmart and Agency coordinate the schedule of our weekly status calls. ✓ WaterSmart and Agency jointly complete the Pre-Launch Agency Questionnaire that provides both the Agency and WaterSmart the necessary information needed for an efficient launch.
Week 2-3: Share Data	<ul style="list-style-type: none"> ✓ Member transmits initial account data to WaterSmart. ✓ Agency sends program participation data about historical rebate adoption and audits. ✓ Agency tells WaterSmart about existing rebate programs. ✓ WaterSmart works with Member staff and, if needed, vendors to set up ongoing transfer of meter data from all accounts. ✓ WaterSmart customizes water saving recommendations with Member - specific information including videos, language, links, and promotional programs.
Week 3-4: Approve the Content	<ul style="list-style-type: none"> ✓ Agency reviews and approves all written content. ✓ WaterSmart implements Agency-requested changes to content, where possible.
Week 5-6: Train and Launch	<ul style="list-style-type: none"> ✓ WaterSmart trains Agency/Member customer service representatives on the WaterSmart platform including Home Water Reports, Customer Portal and the Agency Dashboard. ✓ WaterSmart prepares Agency's/Member's team to answer questions from customers about the new program. ✓ WaterSmart orients Agency's/Member's conservation team on the Utility Dashboard features and functionality.

IMPLEMENTATION SCHEDULE

WaterSmart proposes the following schedule to complete all work required to fulfill the Scope of Work.

Week 0: Program Launch	<ul style="list-style-type: none"> ✓ WaterSmart web applications are live, surveys have been mailed, content approved, and training completed.
Month 1	<ul style="list-style-type: none"> ✓ WaterSmart collects Customer Insight Survey and digitizes and aggregates results. ✓ WaterSmart and Agency finalize content for first Home Water Report. ✓ WaterSmart holds check-in meeting with Agency.
Month 2	<ul style="list-style-type: none"> ✓ WaterSmart mails and emails first round of Home Water Report. ✓ WaterSmart provides results of survey to Agency and Member. ✓ WaterSmart holds check-in meeting with Agency. ✓ WaterSmart regularly solicits feedback from the Agency.
Month 3	<ul style="list-style-type: none"> ✓ WaterSmart finalizes content for second Home Water Report.
Month 4	<ul style="list-style-type: none"> ✓ WaterSmart mails and emails second round of Home Water Report.
Month 5	<ul style="list-style-type: none"> ✓ WaterSmart finalizes content for third Home Water Report.
Month 6	<ul style="list-style-type: none"> ✓ WaterSmart mails and emails third round of Home Water Report.
Month 7	<ul style="list-style-type: none"> ✓ WaterSmart finalizes content for fourth Home Water Report.
Month 8	<ul style="list-style-type: none"> ✓ WaterSmart mails and emails fourth round of Home Water Report.
Month 9	<ul style="list-style-type: none"> ✓ WaterSmart finalizes content for fifth Home Water Report.
Month 10	<ul style="list-style-type: none"> ✓ WaterSmart mails and emails fifth round of Home Water Report.
Month 11	<ul style="list-style-type: none"> ✓ WaterSmart finalizes content for sixth/final Home Water Report.
Month 12	<ul style="list-style-type: none"> ✓ WaterSmart mails and emails sixth round of Home Water Report. ✓ WaterSmart provides end-of-year summary of program.

EXHIBIT D: SOFTWARE-AS-A-SERVICE PROVISIONS

Software-as-a-Service Provisions

BACKGROUND: WATERSMART's services are to be provided primarily by utilization of WATERSMART's proprietary software hosted on WATERSMART's computer systems and accessed by authorized users over the Internet. This is a shared cost software utilization model which enables customers to achieve substantial cost savings versus commissioning custom development of software or licensing software for installation and maintenance on customers' computer systems. Companies like WATERSMART are commonly referred to as "SaaS" or "software-as-a-service" providers. Certain supplemental provisions which are customary within the SaaS sector and essential to enabling WATERSMART's SaaS service model and providing substantial cost savings for Agency with respect to members subscribing to WATERSMART's program (each a "Member"), are set forth below and incorporated by reference in the Agreement. Capitalized terms not defined in this Exhibit shall have the meanings ascribed to them in the accompanying Agreement.

A. WATERSMART's reservation of intellectual property rights

WATERSMART has created, acquired or otherwise currently has rights in, and may, in connection with the performance of this Agreement or otherwise develop, create, employ, provide, modify, acquire or otherwise obtain rights in various inventions, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, software, applications, documentation, user interfaces, screen and print designs, source code, object code, databases, algorithms, development framework repositories, system designs, processing techniques, tools, utilities, routines and other property or materials, including without limitation any and all subject matter protected or which may be protected under patent, copyright, mask work, trademark, trade secret, or other laws relating to intellectual property, whether existing now or in the future, whether statutory or common law, in any jurisdiction in the world ("WATERSMART IP"). Agency and each Member acknowledges that WATERSMART owns and shall own all intellectual property rights in and to deliverables hereunder, the WATERSMART IP and derivative works of WATERSMART IP (whether independently or jointly conceived), regardless of whether or not incorporated in any print or electronic Home Water Reports, Customer Portal, Utility Dashboard, or other software or deliverable provided to Agency or its Members by WATERSMART, and that Agency and Members shall acquire no right or interest in the same except as follows.

Authorized employees of Agency and authorized employees and end customers of Members may during the term of the Agreement, as specified by the applicable Scope of Work, access and use the WATERSMART SaaS services, applicable print and electronic Home Water Reports, Customer Portal, Utility Dashboard, and other applicable deliverables provided to Agency or Members by WATERSMART for purposes of Agency's and Members' water conservation programs and for their respective internal purposes, so long as Agency and each Member is current with respect to its obligations under the Agreement. With respect to Agency, such authorization is limited to Agency's service territory, and with respect to each Member, such

authorization is limited to each Member's service territory, respectively; and such authorization is nonexclusive, nontransferable, and non-sublicenseable. Any rights not expressly granted herein are reserved by WATERSMART.

B. Cooperation in providing necessary inputs

Deliverables to be provided by WATERSMART via its proprietary software require certain data from Agency or Members. Agency and Members shall timely provide WATERSMART with those data, records, reports, approvals and other inputs identified for Agency or Members to provide in the applicable Scope of Work or otherwise requested by WATERSMART. Agency shall ensure, and each Member with respect to its data and other inputs shall ensure, that such inputs are accurate and within Agency's or the applicable Member's legal rights to share with WATERSMART subject to the confidentiality and other applicable provisions of the Agreement. Time is of the essence, and all required inputs shall be provided within the timeframes specified by the applicable Scope of Work. WATERSMART shall not be responsible for delays outside WATERSMART's control, and deadlines for WATERSMART's performance shall be adjusted, if necessary, to accommodate delays by Agency or Members. If unclear from the applicable Scope of Work whether an input is required of Agency, on the one hand, or a Member, on the other hand, Agency shall be responsible for providing such input.

C. Confidentiality and WATERSMART's use of aggregated data

All data, documents and other information received from Agency or a Member by WATERSMART for performance of this Agreement are deemed confidential and shall not be disclosed by WATERSMART without Agency's or the applicable Member's prior written consent. For this purpose, Agency and Member confidential information shall not include (i) information that, at the time of disclosure, is publicly available or generally known or available to third parties, or information that later becomes publicly available or generally known or available to third parties through no act or omission by WATERSMART; (ii) information that WATERSMART can demonstrate was in its possession prior to receipt from Agency or a Member; (iii) information received by WATERSMART from a third party who, to WATERSMART's knowledge and reasonable belief, did not acquire such information on a confidential basis from Agency or a Member; (iv) information WATERSMART can demonstrate was independently developed by it or a third party; or (v) information that WATERSMART is legally required or compelled by a court to disclose.

The foregoing confidentiality obligations are subject to the following clarification of the parties' rights and obligations with respect to aggregated and anonymous data. WATERSMART is hereby given permission to use and disclose on an anonymous and/or aggregated basis (excluding any personally identifiable information) any data pertaining to Agency's and all members' end customers and their water consumption, including without limitation derivative data and data combined with the data of other utilities, for purposes of project evaluation and any research, product development, marketing, or other legitimate business purposes. This Section C shall survive any termination or expiration of the Agreement.

D. Software corrections and third party acts; limitation of liability for SaaS services

In the event that WATERSMART's services fail to meet specifications or other requirements specified by the applicable Scope of Work, Agency shall promptly notify WATERSMART and WATERSMART shall promptly correct any defect or substitute services, software, or products to achieve the functionality and benefits originally specified. If WATERSMART promptly makes such correction or substitution, WATERSMART shall have no further liability with respect to said defect(s), notwithstanding any other provision of the Agreement. All warranties not expressly stated in the Agreement are disclaimed. Agency understands that Agency's and Members' use of WATERSMART's services provided online may be interrupted by circumstances beyond WATERSMART's control involving third parties, including without limitation computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within WATERSMART's possession or direct control, and network intrusions or denial of service attacks (collectively, "Third Party Acts").

WATERSMART shall not be responsible or otherwise liable for any Third Party Acts, including, without limitation, any delays, failures, or security breaches and damages resulting from or due to any Third Party Acts, provided that WATERSMART has exercised due care. However, in the case of any Third Party Act which will delay or prevent WATERSMART from providing online services to Agency or a Member, WATERSMART will promptly notify Agency and the applicable Member and assist in mitigating any impact. For any types of liability not expressly specified above in this section, WATERSMART's total cumulative liability to all claimants collectively for losses or damages of any kind arising under or relating to the Agreement and under any theory (contract, tort, indemnity, or otherwise), shall in no event exceed (i) two times (2X) the amounts received by WATERSMART for the services that give rise to the liability in the twelve months preceding the accrual of such liability, or (ii) WATERSMART's available insurance proceeds, whichever is higher. The foregoing limited remedy and limitation of liability provisions shall apply notwithstanding any failure of essential purpose with respect to a limited remedy or limitation of liability and shall survive any termination or expiration of the Agreement. Agency acknowledges that pricing for WATERSMART's services to Agency and its Members would be substantially higher without the aforementioned limitations which are customary for providers in the SaaS sector. For avoidance of doubt, no Member is a third party beneficiary under the Agreement.

E. Technology infrastructure providers

WATERSMART as a SaaS provider utilizes the secure cloud hosting platform of a third party industry leader in cloud computing with state-of-the art security to host the data of all WATERSMART customers. Since this cloud hosting platform is an integral component of WATERSMART's technology infrastructure used to service all of its customers and is not specific to Agency, Members, and services under this Agreement, Agency acknowledges that such utilization is not considered subcontracting of WATERSMART's services under the Agreement.

EXHIBIT E: RATIFICATION LETTER

20 California Street #200
San Francisco, CA 94111

July 31, 2014
City of Benicia, Water and Sewer Department
250 E L St
Benicia, CA 94510
Attn: Brad Kilger, City Manager

Dear Mr. Kilger:

I am delighted to confirm the participation of the City of Benicia in a pilot program with the Solano County Water Agency ("SCWA") and our company, WaterSmart Software, Inc. ("WaterSmart"). As you know, WaterSmart has through an RFP process contracted with SCWA to offer a pilot program involving individual household reports, delivered by mail and email, that use data analytics and behavioral science techniques to provide customized water consumption information, messaging, and water saving recommendations (the "Pilot Program"). The Pilot Program will be enabled by our proprietary software-as-a-service technology platform. The objective of the Pilot Program is to motivate end customers to improve water use efficiency through changes in behavior or adoption of more water efficient technology by increasing their awareness of household water usage when compared to peers.

A copy of the Agreement for Professional Services between SCWA and WaterSmart (the "SCWA-WaterSmart Agreement") is attached hereto as Attachment A for your reference. In order for the City of Benicia to participate in the Pilot Program funded by SCWA, please review Attachment A and sign below. By signing below on behalf of the City of Benicia, the City acknowledges the SCWA-WaterSmart Agreement and effective as of your signature date will be bound by the provisions of its Exhibit A (Scope of Work with Pilot Program details) and Exhibit C (Software-as-a-Service Provisions with applicable legal terms). Please note that under the Pilot Program, SCWA, WaterSmart and the City of Benicia will have access to certain data relating to the City of Benicia and its end customers, as well as any reports based primarily on such data.

Please return the countersigned letter to me at your soonest convenience. We very much look forward to working with the City of Benicia and assisting with your water conservation efforts.

Sincerely,

Peter Yolles
Chief Executive Officer

CITY OF BENICIA, CALIFORNIA

By: _____
Brad Kilger, City Manager

Date: _____

Utility Logo

WaterInsight Program
123 Main Street
Anytown, CA 98765

YOUR HOME WATER REPORT

THIS IS AN INFORMATIONAL REPORT AND NOT A BILL.

SERVICE ADDRESS: 456 Washington St., Anytown
ACCOUNT NUMBER: 123873124-01

415.555.5555 info@citywater.com



SIGN UP TO GET THIS REPORT VIA EMAIL:

citywater.com

Blair Jones
123 Washington St.
Anytown, CA 98765

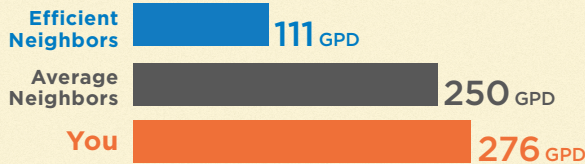
Your WaterScore

AUG 1, 2014 - SEP 31, 2014



You used **more water** than
most of your neighbors.

Gallons Per Day (GPD)



Are we comparing you fairly?

2 occupants and a 2,000 to 4,000 sq. ft. yard.

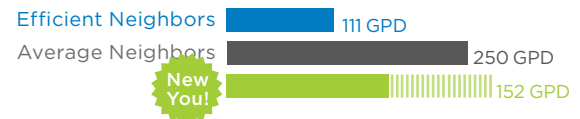
Not right? Log on to correct us. Your comparisons and recommendations will adjust accordingly.

citywater.com



How much you could be saving

If you took the actions below, you'd be closer to **152 GPD**. That's **\$515** per year in potential savings.



Water-saving actions just for you

Selected assuming your home has 2 occupants and a 2,000 to 4,000 sq. ft. yard.

Log on to correct us!

Potential savings if you:



Install
a faucet
aerator

24

GALLONS
PER DAY

\$142

DOLLARS
PER YEAR



Fill up
the clothes
washer

18

GALLONS
PER DAY

\$92

DOLLARS
PER YEAR



Change
grass to
native plants

82

GALLONS
PER DAY

\$281

DOLLARS
PER YEAR



Log On

Take the guesswork out of saving water. See:

- Where you're using the most
- All actions relevant to you
- Step-by-step tips and rebates

citywater.com

Registration Code: XYZXYZ

Zip Code: 98765

A **free** service offered by your water utility and powered by WaterSmart Software®

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: September 11, 2014

SUBJECT: Dixon Redevelopment – Sale of Pardi Site

RECOMMENDATION:

Authorize Chairman to execute an agreement with the City of Dixon concurring with the sale of the Pardi Site to the City of Dixon.

FINANCIAL IMPACT:

Distribution of \$2,237.20 to SCWA.

BACKGROUND:

The City of Dixon is proposing to purchase the Pardi Site from the former redevelopment agency. The City requires all Taxing Entities to approve the attached agreement. Solano County, one of the larger Taxing Entities, has already executed the agreement.

Recommended By: 
David B. Okita, General Manager

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

Modification to Recommendation and/or other actions:

I, David B. Okita, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed and adopted by said Board of Directors at a regular meeting thereof held on September 11, 2014 by the following vote.

Ayes:

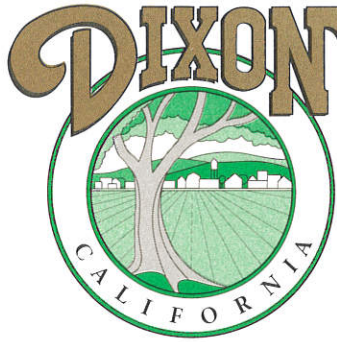
Noes:

Abstain:

Absent:

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

MAYOR JACK BATCHELOR
VICE MAYOR THOM BOGUE
COUNCILMEMBER DANE BESNEATTE



COUNCILMEMBER STEVEN BIRD
COUNCILMEMBER JERRY CASTAÑON, SR.
CITY TREASURER SCOTT PEDERSON

August 7, 2014

Solano County Water Agency
David Okita
810 Vaca Valley Pkwy, Ste.203
Vacaville, CA 95688

RECEIVED

AUG 18 2014

**SOLANO COUNTY
WATER AGENCY**

SUBJECT: SALE OF DIXON REAL PROPERTY

As you may already know, the City of Dixon's Redevelopment Agency (RDA) was dissolved by State statute on February 1, 2012. This statute, known as AB x1 26 or "the Dissolution Act," calls for the unwinding of redevelopment and the disposition of former redevelopment agency property, such as the Dixon Pardi Market Site (Pardi), located at the southeast corner of A Street and First Street. Pardi has a physical address of 165 East A Street, and is referenced by Assessor Parcel Number 116-061-140.

The City is sending this letter to inform you of the City of Dixon's intent to purchase Pardi using the attached Compensation Agreement, approved by the California Department of Finance for this transaction. This Compensation Agreement identifies, among others, the purchase price, legal description, and estimated percentage share of the proceeds derived from the sale of Pardi to each Taxing Entity listed on Exhibit A. The appraised value of the Pardi Market site is \$140,000.

If you concur with the sale of the Pardi Market site to the City of Dixon, please sign as indicated and return the Compensation Agreement back to my attention by September 5, 2014. We will keep you apprised of the process and when we have received executed copies from all of the affected Taxing Entities, we will complete the purchase and distribute your appropriate share through the Solano County Auditor-Controller's Office.

If you have any questions, or need additional information, please do not hesitate to contact me at 707-678-7000, extension 126, or dwells@ci.dixon.ca.us.

Sincerely,

A handwritten signature in black ink that reads "D'Andre Wells". The signature is written in a cursive, flowing style.

D'Andre Wells
Economic Development/Grants Manager

Enclosure

cc: Other Taxing Entities
File

City of Dixon

600 East A Street • Dixon, California • 95620-3697
(707) 678-7000 • FAX (707) 678-0960 • TTY (707) 678-1489

"Pardi Site"

COMPENSATION AGREEMENT

This COMPENSATION AGREEMENT (this "**Agreement**") is entered into as of the 1st day of August, 2014 (the "**Effective Date**"), between CITY OF DIXON, a California municipal corporation ("City"), and Solano County Water Agency, the Other Taxing Entity ("OTE") with reference to the following.

RECITALS

- A. The Redevelopment Agency of the City of Dixon (the "Redevelopment Agency") was activated by the City Council of the City of Dixon (the "City Council") as a Redevelopment Agency under the California Community Redevelopment Law (Health & Safety Code Section 33000 et seq.).
- B. On June 28, 2011, the California Legislature enacted, and the Governor signed, Assembly Bill 26 from the 2011-12 First Extraordinary Session of the California Legislature ("ABx1 26") to dissolve all redevelopment agencies in the State of California.
- C. On January 11, 2012, and pursuant to Health and Safety Code Section 34173, the City Council affirmed that the City would act as Successor Agency (the "Successor Agency") for the dissolved Redevelopment Agency, effective February 1, 2012.
- D. On June 27, 2012, the California Legislature enacted, and the Governor signed, Assembly Bill 1484 ("AB 1484"), which, among other things, made certain revisions to certain of the statutes added by ABx1 26.
- E. The Successor Agency is responsible for implementing ABx1 26 and AB 1484.
- F. The Oversight Board of the Successor Agency of the City of Dixon ("Oversight Board") has been established to direct the Successor Agency to take certain actions in connection with the winding down of the affairs of the former Redevelopment Agency.
- G. Pursuant to Health and Safety Code section 34191.5, added by AB 1484, the Successor Agency prepared a Long-Range Property Management Plan ("LRPMP") addressing the disposition and use of the real property of the former Redevelopment Agency (the "Property").
- H. The LRPMP proposed for the Successor Agency to transfer the Property to the City for future development with private commercial lessees who would not be eligible for property tax exemption, thereby ensuring that during the time of City

ownership the other "taxing entities" (as defined in Health and Safety Code section 34171(k)) would receive their proportionate share of future property tax revenue.

- I. In response to a written request by the DOF made in connection with the DOF's review of the LRPMP, the Oversight Board adopted Oversight Board Resolution No. 14-002 on March 11, 2014, directing the Successor Agency to obtain compensation agreements with OTE pursuant to Health and Safety Code section 34180(f) at such time as City sells the Property.
- J. City has sold, or is in escrow to sell, the Property, and now wishes to enter into this Agreement with OTE to pay to OTE its proportionate share of the sales proceeds received, or to be received, by the City, in connection with said sale, as determined pursuant to Health and Safety Code section 34188. The purchase price is \$140,000.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS, WHICH ARE INCORPORATED BY THIS REFERENCE, AND THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. Payment to OTE of Proportionate Sales Proceeds. Within fifteen (15) days after the close of escrow pursuant to which City sells and conveys fee title to the Property, City shall pay to OTE OTE's proportionate share of the sales proceeds received by City in connection with said sale, as determined pursuant to Health and Safety Code section 34188.
2. Time. Time is of the essence of this Agreement.
3. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.
4. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of California, without regard to conflict of law principles.
5. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters set forth in this Agreement, and supersedes all prior agreements between the parties respecting such matters.

6. Non-liability of City Officials and Employees. No member, director, officer, official, employee, or volunteer of City shall be personally liable to OTE, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to OTE or successor, or on any obligation under the terms of this Agreement.
7. Successors and Assigns. All the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.
8. No Third Party Beneficiaries. No person or entity other than City and OTE, and the permitted successors and assigns of each of them, shall be authorized to enforce the provisions of this Agreement

The Parties have executed this Agreement on the day and year first written above.

"City"
CITY OF DIXON, a California municipal
Corporation

"OTE"
Solano County Water Agency

By _____

By _____

Name: Jim Lindley

Name: _____

Title: Chief Executive Officer

Title: _____

ATTEST:

ATTEST:

By _____
City Clerk

By _____

Approved as to form:

Approved as to form:

By _____
City Attorney

By _____

EXHIBIT A

City Payments

<u>TAXING AGENCIES</u>	<u>%</u>	<u>PROJECTED DISTRIBUTION</u>
General County	20.894%	29,250.90
ACO Cap Outlay	0.541%	757.54
Mosquito Abatement	0.470%	657.86
Aviation	0.080%	111.72
Recreation	0.136%	189.98
Dixon Resource Conservation	0.177%	247.94
Solano County Water Agency	1.598%	2,237.20
Yolo-Solano Air Pollution Control	0.246%	344.54
City of Dixon	24.469%	34,255.90
Solano Irrigation District	0.720%	1,007.58
Silveyville Cemetery	1.310%	1,833.30
Dixon Public Library	1.149%	1,609.02
Co School Ser Fund Sup	1.073%	1,501.92
Development Center	0.227%	317.66
Solano Comm College M & O	2.886%	4,039.98
Dixon Unified School District M & O	22.973%	32,161.50
Co School Ser Fund Supp	0.114%	159.46
Co Sup – Board of Education	0.349%	488.88
ERAF	20.591%	28,827.26
Total	<u>100%</u>	<u>\$140,000.14</u>

LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SOLANO, CITY OF DIXON, AND IS DESCRIBED AS FOLLOWS:

LOT 2 AND PORTIONS OF LOTS 3, 4 AND 10 IN BLOCK 2, AS SHOWN ON THE MAP ENTITLED: "PETERS ADDITION TO THE TOWN OF DIXON", FILED IN THE OFFICE OF THE RECORDER OF SOLANO COUNTY, ON MARCH 11, 1872 IN BOOK 1 OF MAPS, AT PAGE 10, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTHERLY LINE THEREOF, SOUTH 89° 38' 15" EAST, 201.08 FEET TO THE NORTHWEST CORNER OF SAID LOT 10; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 10, SOUTH 89° 38' 15" EAST, 0.27 FEET; THENCE SOUTH 00° 39' 51" WEST, 100.22 FEET TO THE NORTHEAST CORNER OF THE WESTERLY FIFTY FEET TO SAID LOT 4; THENCE ALONG THE EASTERLY LINE OF SAID WESTERLY FIFTY FEET, SOUTH 00° 21' 32" WEST, 49.87 FEET; THENCE NORTH 87° 43' 35" WEST, 16.71 FEET; THENCE SOUTH 89° 47' 38" WEST, 33.30 FEET; THENCE AT RIGHT ANGLES TO THE EASTERLY LINE OF FIRST STREET, NORTH 89° 41' 16" WEST, 150.69 FEET TO SAID EASTERLY LINE OF FIRST STREET; THENCE ALONG SAID EASTERLY LINE, NORTH 00° 18' 44" EAST, 150.00 FEET TO THE POINT OF BEGINNING. THE BASIS OF BEARINGS OF THIS DESCRIPTION IS IDENTICAL WITH THAT OF THAT CERTAIN RECORD OF SURVEY FILED IN THE OFFICE OF SAID RECORDER IN BOOK 23 OF SURVEYS, AT PAGE 5.

A.P.N. 0116-061-140


SOLANO COUNTY WATER AGENCY



MEMORANDUM

Agenda Item No. 7

TO: Board of Directors

FROM: David B. Okita, General Manager 

DATE: September 11, 2014

SUBJECT: September General Manager's Report

This month's Board meeting will focus on the Lower Sacramento/North Delta Regional Flood Management Plan that includes the proposed Yolo Bypass/Cache Slough Integrated Regional Management Plan. There are a lot of wonky words, but this effort is very important to all Solano interests.

While the Regional Flood Management Plan is part of a long term State plan of flood control for the whole Central Valley that may or may not result in physical projects that improve flood management in Solano County, the Yolo Bypass/Cache Slough Integrated Regional Management Plan (IWMP) has the potential for short term and long term benefits for Solano interests. The IWMP basic premise is that State efforts for flood control and aquatic habitat projects in the Yolo Bypass and Cache Slough need to be coordinated with local governments in Solano and Yolo County. The IWMP could benefit Solano in the areas of land use, agricultural economy, North Bay Aqueduct water quality, Delta levees and Rio Vista flood protection. See the eleven components of the IWMP in the staff report for Agenda Item #8.

I am dedicating a significant portion of my time to this important effort as is County staff and Mike Hardesty of RD 2068. We will be briefing the Board on this effort on a regular basis.

For copies of local agency comments on BDCP, the County has accumulated them on a web site:

<https://www.solanocounty.com/depts/rm/bdcp.asp>

If you have any questions, please contact me at 455-1103 or dokita@scwa2.com.

Sept.2014.It7.mem.doc

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





MATSON
& ISOM

August 12, 2014

RECEIVED

AUG 14 2014

SOLANO COUNTY
WATER AGENCY

To the Board of Directors
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

To the Board of Directors:

We have been engaged to audit the financial statements of Solano County Water Agency (the Agency) for the year ended June 30, 2014. A copy of the engagement letter for the year ended June 30, 2014, is enclosed for your reference. Please feel free to contact us if you have any questions regarding the audit engagement letters or this letter. Professional standards require that we provide you with the following information related to our audit.

The objectives of this correspondence are as follows:

- To discuss the auditors' responsibilities under auditing standards generally accepted in the United States of America (GAAS);
- To provide those charged with governance an overview of our engagement, including the planned scope and timing;
- To identify significant areas of accounting and auditing emphasis, and how we propose to address these areas; and
- To discuss the concept of materiality in planning and executing the audit.

Our Responsibility Under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (GAAP). Our audit of the financial statements does not relieve you or management of your responsibilities.

Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement. As part of the audit we will consider the internal control of the Agency. Such considerations are solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

Planned Scope and Timing of the Audit

Audit Planning and Risk Assessment

The initial phase of our audit involves various planning procedures, including the following:

- Developing an understanding of internal and external factors affecting the Agency, such as changes in management or regulation.
- Performing preliminary analytical procedures, covering all accounts, to identify any significant new accounts or programs and any significant changes from the prior year.
- Assessing various organizational risks such as those related to the Agency's operating characteristics and environment, information technology, financial characteristics and business strategies. This also involves discussing with management what they see as the significant risks to the Agency.
- Obtaining an understanding of the Agency's internal controls, including the control environment, management's risk-assessment process, management's consideration for internal controls, and management's internal control monitoring process.
- Performing an evaluation of the design of internal controls relating to each significant transaction cycle as well as financial reporting to identify weaknesses in the system of controls that may contribute to the risk of a material financial statement error occurring without detection.
- Assessing of fraud risk, including consideration of the requirements of AU-C 240, *Consideration of Fraud in a Financial Statement Audit*. This also includes conducting a fraud brainstorming session with all members of the audit team to discuss the potential for material misstatement due to fraud and to enforce the concept of approaching the audit with professional skepticism.
- Designing our audit procedures and taking into consideration our preliminary analytical procedures, various risk assessments, our understanding of the various aspects of the Agency's internal controls, and those audit areas that are considered to be significant.

Audit Fieldwork

Depending on the significant areas selected and the extent of testing that is determined to be appropriate during the planning process, we will perform audit procedures as part of our audit fieldwork. These procedures include inspection of documents, recalculation of various amounts, inquiry of appropriate personnel, as well as other means to verify account balances. Significant accounts or risk areas are identified as follows:

- Cash and cash equivalents
- Marketable securities, including potential "other than temporary" impairment losses.
- Accounts receivable.
- Accounts payable and cut off.
- Related-party transactions.
- Possible unrecorded liabilities.
- Revenue recognition.
- Susceptibility of accounts to material misstatement arising from either error or fraud.
- Leasing transactions (including costs associated with new leasing arrangements).

Materiality

Financial Accounting Standards Board (FASB) Statement of Financial Accounting Concepts No. 2 (CON-2), *Qualitative Characteristics of Accounting Information*, defines materiality as the “magnitude of an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would have been changed or influenced by the omission or misstatement.” In planning and performing the audit, we use professional judgment to determine a level of materiality. Factors considered in this evaluation include the components of the financial statements believed to be the most critical to users and the extent of adjustments detected in prior audits.

Audit Completion and Reporting

Once audit fieldwork has concluded, a complete final review will be performed of the audit workpapers, ensuring that any outstanding questions or issues have been resolved and that the testing and results are properly documented. Deliverables will be as follows:

- Draft financial statements, including footnotes.
- Draft management letter that reports any significant deficiencies or material weaknesses in internal controls that were noted during the audit process and any other general comments or recommendations that need to be communicated.
- Draft letter of required communication to those charged with governance that includes information on the auditor’s responsibility in performing the audit and significant findings noted during the audit process that are required to be reported, such as any significant or unusual transactions or any significant sensitive estimates.

All of the draft documents are reviewed with management and those charged with governance before the final financial statements and correspondence letters are issued.

Communication

Effective communication between the auditor and those charged with governance is emphasized in the recent audit standards, and we feel it is paramount to a truly effective and successful audit. For these reasons, we encourage you to contact us with any questions or concerns that you may have regarding any aspect of the audit. The following points may assist you in this critical communication effort:

- Are there any matters you feel warrant particular attention during the audit?
- Are there any areas where you request that additional or special procedures be performed?
- Describe how you exercise oversight of the Agency’s internal controls.
- Describe your understanding of the risks of fraud at the Agency.
- Are you aware of any suspected or actual fraud at the Agency?
- Are there any other matters you think we should be aware of?

Our contact information is listed below, and we encourage you to maintain open communication with us regarding the above points and any other matters you deem appropriate.

Holly L. Salisbury, CPA	530-241-2515	hsalisbury@matson-isom.com
Raquel Perez, CPA	530-241-2515	rperez@matson-isom.com

To the Board of Directors
Solano County Water Agency
August 12, 2014
Page 4

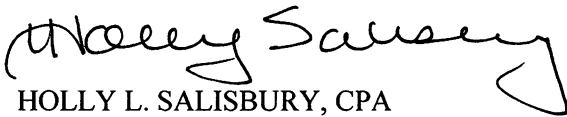
Closing

The information in this letter is intended solely for the use of those charged with governance of the Agency and is not intended to be and should not be used by anyone other than these specified parties.

We sincerely appreciate the opportunity to provide services to the Agency and hope you find the information included in this correspondence useful and informative. If you have any questions or wish to discuss any of the items further, please let me know.

Very truly yours,

MATSON AND ISOM

A handwritten signature in black ink, appearing to read "Holly Salisbury", with a large, stylized loop at the end.

HOLLY L. SALISBURY, CPA

Email: hsalisbury@matson-isom.com

HLS:jxt

Enclosures

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: September 11, 2014

SUBJECT: Lower Sacramento/North Delta Regional Flood Management Plan

RECOMMENDATION:


Adopt Resolution 14-3 supporting the Lower Sacramento/North Delta Regional Flood Management Plan.

FINANCIAL IMPACT:

None for this action. Implementation of the Regional Plan and the Yolo Bypass /Cache Slough Integrated Water Management Plan could result in funding local projects and programs.

BACKGROUND:

An outgrowth of the State of California’s 2012 Central Valley Flood Protection Plan (CVFPP) was the creation of six regional flood management planning areas in the Central Valley. These six areas were established to promote the grassroots preparation of regional flood management plans (RFMP) by encouraging the flood management agencies in each region to include cities, counties, emergency responders, and other important stakeholders in a collaborative effort to resolve long-standing flood risk management issues. The intent of these 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. Each region is scheduled to deliver their RFMP in 2014; and, the results from these regional plans will be considered in the Basin-wide Feasibility Studies under development by the State of California’s Department of Water Resources (DWR).

Recommended By: 
David B. Okita, General Manager

☒ Continued on next page

☐ Approved as Recommended ☐ Other (see below)

Modification to Recommendation and/or other actions:

I, David B. Okita, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed and adopted by said Board of Directors at a regular meeting thereof held on September 11, 2014 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

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

Regional Setting - The Lower Sacramento / Delta North Regional Flood Management Plan (RFMP) study area – designated as “FloodProtect” – encompasses portions of Yolo, Solano, Sacramento, and Sutter Counties. A diverse collection of urban interests, rural communities, and agricultural and environmental stakeholders with historically conflicting needs related to water and land use reside within this region’s boundaries. It also contains a complex array of flood protection infrastructure including hundreds of miles of levees and both the Yolo and Sacramento Bypasses. Flood protection is a paramount interest in the region since it contains nearly 70% of the estimated annual damages (EAD) associated with all floodplains protected by the State Plan of Flood Control (SPFC) facilities. While this fact may lead many to believe the region 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.

Planning Process – The RFMP planning process was developed to build upon previous and on-going flood management work at the Federal, State, and local level across the region

RFMP Recommendations – The RFMP was completed in June and the Final Report was submitted to DWR on July 21st. The report recommends 116 regional improvement projects (30 urban, 21 small community, and 65 rural) totaling a little over \$2.0 billion. The report also identifies 15 environmental conservation opportunities ready for integration with recommended single-purpose flood management projects. As a result of identifying such a significant portfolio of recommended projects, the RFMP also recommends the following next steps for regional planning:

- Coordinate with DWR on the Sacramento River Basinwide Feasibility Study including planning assumptions, hydrologic and hydraulic modeling analyses, ecosystem restoration opportunities, economic benefits, peer review, and financing capabilities.
- Track future funding opportunities from DWR, such as the Urban Flood Risk Reduction and Small Communities Programs, to identify recommended regional improvements that may be eligible for direct or competitive funding.
- Identify specific opportunities and develop organizational structure/governance, cost, policy/procedure, training requirements and synchronization of potential regional LMA consolidation for O&M and ER, and conduct the necessary stakeholder outreach and coordination.
- Conduct advanced planning (to include: more detailed cost and schedule estimates, ID potential multi-benefit opportunities and permit requirements, and stakeholder coordination) of the 4 roughly defined alternatives for 100-yr level of protection for each of the region’s other small communities (Hood, Courtland, Isleton, East & West Walnut Grove, and Locke) to support their qualification for future grant funding.
- Research potential funding opportunities for the development of pre-feasibility level analyses of the 15 identified potential conservation sites in the RFMP.
- Continue to develop the Yolo Bypass/Cache Slough IWMP including coordination with DWR, Yolo County, Solano County, Sacramento County, and all affected stakeholders. Additional planning and study is required to fully develop this plan.
- Continue coordination with other Sacramento River Basin RFMP planning teams to ensure that regional and system improvements are not in conflict and can be integrated with plans of adjacent planning regions to promote greater benefit.

IWMP – During the course of developing this RFMP, several key partner agencies recognized a unique opportunity to develop an ambitious multi-objective plan in the heart of the Sacramento River Flood Control Project. This plan, the Yolo Bypass / Cache Slough Integrated Water Management Plan (IWMP), seeks to provide system-wide flood benefits through modifications to the Yolo Bypass while simultaneously implementing significant habitat conservation, water supply, and agricultural sustainability improvements.

The vision of this IWMP is to reduce the economic, environmental, and social costs of individually implementing competing project objectives in a small geographic area like the Yolo Bypass / Cache Slough complex. This vision can be accomplished through the achievement of the following five goals established for flood management in the region:

1. Implement system-wide flood improvements – Identify viable and locally supportable modifications to flood management infrastructure in and around the Yolo and Sacramento Bypasses.
2. Improve agricultural sustainability – Undertake efforts to improve rural levee systems, implement feasible rural floodplain management requirements, and establish dedicated funding for rural agricultural economic development.
3. Conserve / create high value habitat – Improve aquatic and other habitat values in a manner that preserves flood management function and minimizes impacts on farming and other existing land uses.

4. Incorporate water supply improvements for the region in project development – Coordinate flood management and ecosystem restoration project development with planned improvements to water supplies for the region to achieve consistency and efficiency.
5. Establish a more sustainable approach to O&M – Identify long-term plan for operating and maintaining flood control and related facilities associated with the bypasses to include possible changes to governance, financing, and environmental compliance.

The Yolo Bypass / Cache Slough complex is currently the target of numerous single objective large scale projects intended to modify the existing landscape from primarily a flood conveyance corridor to satisfy a broader range of objectives. The extent of transformation in this small geographic area needed to satisfy an independently implemented patchwork of single objective projects is neither supportable due to local economic impacts nor viable due to uncertain landowner support. However, there is growing consensus around the concept that these often competing singular objectives can be accommodated through a more inclusive and less parochial approach to project scoping and development. This IWMP is founded on the concept that all parties interested in the Yolo Bypass / Cache Slough complex can achieve their goals and “get better together” by seeking truly integrated solutions that concede project formulation around a single objective to multi-objective formulation where the alternatives are evaluated based on a broader range of equally treated objectives.

In order to achieve the goals stated above, the current IWMP concept is developed around eleven (11) plan elements as follows:

1. Small community protection (Yolo and Knights Landing)
2. Reconfiguration of the Elkhorn Basin for additional flood capacity and habitat
3. City of Woodland flood protection incorporating Westside rail relocation
4. Sacramento bypass and weir widening
5. Lower Bypass / Cache Slough reconfiguration for additional flood capacity and habitat
6. Increased flood protection and mitigation of any hydraulic impacts for Rio Vista
7. North Bay Aqueduct Alternate Intake Project implementation
8. Yolo Bypass / Cache Slough Corridor Management Plan development
9. FEMA NFIP regulatory relief for rural areas (Clarksburg)
10. Yolo Bypass / Cache Slough O&M Authority and Funding
11. Agriculture Sustainability Fund establishment

The IWMP overlaps with the RFMP in that a number of these plan elements are recommended in the RFMP as individual single objective projects. However, the combination of these projects with the other plan elements results in a high priority, multi-objective plan for the Yolo Bypass / Cache Slough complex with strong regional support. While some of these plan elements are very unique in scope, they are necessary to explore in order to take advantage of this rare opportunity to align State and local interests in the often contentious area of system-wide improvement projects. Further, these elements could help accelerate implementation of the State System-wide Investment Approach (SSIA) as described in the Central Valley Flood Protection Plan (CVFPP), strengthen local agency support for the Sacramento River Basin Wide Feasibility Study, and better align the State and region to take advantage of other funding streams planned for expenditure in the Yolo Bypass / Cache Slough complex in the near future.

Additional funding is required to advance the IWMP beyond its current concept and to evaluate its technical feasibility and political viability. A project delivery team (PDT) has been established to develop a scope, schedule, and budget for development of the IWMP. This PDT is comprised of the following agencies:

- State of California – Department of Water Resources
- Solano County
- Yolo County
- Sacramento Area Flood Control Agency
- West Sacramento Area Flood Control Agency
- Solano County Water Agency
- Reclamation District 2068

The short term goal of the PDT is to reach agreement on the scope, schedule, and budget for the IWMP and secure funding to initiate its development by the end of calendar year 2014. Some elements of the IWMP may be implemented earlier by leveraging other available funds and/or grant programs. The long term goal of the PDT is to have the IWMP integrated into the Sacramento River Basin Wide Feasibility Study in 2016 and adopted for implementation in the 2017 update of the CVFPP.

Additional information associated with the RFMP, and the RFMP itself, can be found at the FloodProtect website located at: www.floodprotectplan.com.

RESOLUTION NUMBER 2014-3

RESOLUTION OF THE SOLANO COUNTY WATER AGENCY

**RESOLUTION OF THE SOLANO COUNTY WATER AGENCY
SUPPORTING THE LOWER SACRAMENTO/NORTH DELTA REGIONAL
FLOOD MANAGEMENT PLAN**

WHEREAS, in 2008 the California Legislature enacted and the Governor signed the Central Valley Flood Protection Act which directed the Department of Water Resources (DWR) to prepare and the Central Valley Flood Protection Board (CVFPB) to adopt a Central Valley Flood Protection Plan (CVFPP) by July 1, 2012; and

WHEREAS, on June 29, 2012 the CVFPB did adopt a CVFPP which establishes a vision and process for reducing flood risk in the Sacramento and San Joaquin River basins; and

WHEREAS, the CVFPP calls for the creation of a regional working group representing the Lower Sacramento River and Delta North regions, and a regional working group was formed and adopted the name of FloodProtect; and

WHEREAS, various representatives of flood management agencies and local government met as part of the FloodProtect effort and developed a regional flood management plan that identifies and prioritizes flood management projects within the region; and

WHEREAS, the purpose of this resolution is to provide support for the work of the FloodProtect group and to endorse the final Lower Sacramento/North Delta Regional Flood Management Plan (Regional Plan).

NOW, THEREFORE, be it resolved that the Board of Directors of the Solano County Water Agency:

- 1) Supports the final Lower Sacramento/North Delta Regional Flood Management Plan (Regional Plan) and endorses further planning and other actions designed to lead to implementation of the recommendations in the Regional Plan.
- 2) Will continue to interact with the FloodProtect team in support of further planning and other actions to lead to the implementation of the recommendations in the Regional Plan.
- 3) Recognizes the existence of competing water management objectives and therefore supports the identification and implementation of projects that successfully balance these objectives as formulated through the regional planning process.

Approved and Adopted on the 11^h day of September, 2014. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by SOLANO COUNTY WATER AGENCY following a roll call vote:

Ayes:

Noes:

Abstain:

Absent:

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

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: September 11, 2014

SUBJECT: LPCCC: Putah Creek Floodplain Restoration Project

RECOMMENDATION:

Authorize General Manager to execute an agreement with the lowest, responsible bidder for Putah Creek Floodplain Restoration (Phase 3).

FINANCIAL IMPACT:

Funding for this project is approximately \$600,000 grant funding from the California Resources Agency River Parkway Program. The Water Agency will provide staff time to administer the Contract. There is no direct expense to the Agency.

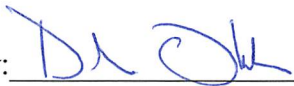
BACKGROUND:

The Board authorized release of the Contract Document on August 14, 2014. Bid opening occurred on September 4, 2014. Staff will provide a tabulation of bids and a recommendation for award to a responsible low bidder at this Board meeting.

The project entails realigning approximately 1200 feet of Putah Creek channel and restoring floodplains through the City of Winters. The Agency has constructed similar work upstream and downstream of this project as Phase 1 and 2 in 2011. The purpose of this project is to construct the final phase connecting the two previous phases for a complete restoration of approximately 2 miles of creek channel. Construction is expected to be completed by November 1, 2014.

The previous phases were all funded by grants from the California Resources Agency River Parkway Program. The LPCCC received another grant from them for approximately \$600,000 completes this final phase.

The Water Agency is assisting with the construction contracting and will be acting as the construction manager for this project on behalf of the Lower Putah Creek Coordinating Committee. The grant funds were received via the Lower Putah Creek Coordinating Committee.

Recommended By: 
David B. Okita, General Manager

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

I, David B. Okita, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed and adopted by said Board of Directors at a regular meeting thereof held on September 11, 2014 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

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