

# SOLANO COUNTY WATER AGENCY



## BOARD OF DIRECTORS MEETING

### BOARD OF DIRECTORS:

#### **Chair:**

*Director John D. Kluge*  
Solano Irrigation District

#### **Vice Chair:**

*Supervisor Skip Thomson*  
Solano County District 5

*Mayor Elizabeth Patterson*  
City of Benicia

*Mayor Thom Bogue*  
City of Dixon

*Mayor Harry Price*  
City of Fairfield

*Director Ryan Mahoney*  
Maine Prairie Water  
District

*Director Dale Crossley*  
Reclamation District No.  
2068

*Mayor Ron Kott*  
City of Rio Vista

*Supervisor Erin Hannigan*  
Solano County District 1

*Supervisor Monica Brown*  
Solano County District 2

*Supervisor Jim Spering*  
Solano County District 3

*Supervisor John Vasquez*  
Solano County District 4

*Mayor Pete Sanchez*  
City of Suisun City

*Mayor Len Augustine*  
City of Vacaville

*Mayor Bob Sampayan*  
City of Vallejo

### GENERAL MANAGER:

*Roland Sanford*  
Solano County Water  
Agency

**DATE:** Thursday, September 13, 2018

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

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

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **APPROVAL OF AGENDA**

4. **PUBLIC COMMENT**

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

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

- (A) Minutes: Approval of the Minutes of the Board of Directors meeting of August 9, 2018.
- (B) Expenditure Approvals: Approval of the August 2018 checking account register.
- (C) Contract Amendment with Garcia and Associates: Authorize General Manager to execute \$63,976 contract amendment with Garcia and Associates for additional post-construction monitoring of Winter Putah Creek projects.
- (D) Purchase of used Ford 550 Bucket Truck: Authorize General Manager to purchase used bucket truck- total cost not to exceed \$40,000 - for use on habitat restoration projects on Lower Putah Creek.



- (E) Contract Amendment with Integrated Environmental Restoration Services (IERS): Authorize General Manager to execute \$99,000 contract amendment with IERS for additional investigations in support of Putah South Canal Sediment Reuse Study.
- (F) Confirm rejection of Pleasure Cove Marina Claim: Confirm General Manager's decision to reject claim by Pleasure Cove Marina dated July 25, 2018.
- (G) Continuation of Lower Putah Creek Salmon Study: Authorize General Manager to sign \$130,000 contract amendment with UC Davis for continuation of Lower Putah Creek Salmon Study through FY 2018-2019.

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

RECOMMENDATION: For information only.

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

RECOMMENDATION: For information only.

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

RECOMMENDATION: For information only.

9. **WATER AGENCY'S FUTURE ROLE IN FLOOD MANAGEMENT**  
*(estimated time: 30 minutes)*

RECOMMENDATION: Hear report from Water Policy Committee and provide direction to staff.

10. **STATE WATER PROJECT "TABLE A" ONE-YEAR WATER EXCHANGE WITH SANTA CLARA VALLEY WATER DISTRICT (SCVWD)** *(estimated time: 5 minutes)*

RECOMMENDATIONS:

- 1) Authorize General Manager to execute Agreement between Department of Water Resources (DWR), SCWA, and SCVWD for exchange of up to 8,000 acre-feet of 2018 "Table A" water, on behalf of the cities of Vallejo, Suisun City, Fairfield, and Vacaville.
- 2) Authorize General Manager to sign, upon final review and approval by Water Agency Counsel, the following "letters of understanding" describing the Water Agency's role in the SCVWD exchange:
  - a) Letter of Understanding between Water Agency and Suisun City
  - b) Letter of Understanding between Water Agency and Fairfield

- c) Letter of Understanding between Water Agency and Vacaville

*(Note: The Letter of Understanding between the Water Agency and Vallejo was approved at the August 9, 2018 Board meeting)*

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

RECOMMENDATION:

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

12. **WATER POLICY UPDATES** *(estimated time: 10 minutes)*

RECOMMENDATION:

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

13. **CLOSED SESSION** Conference with Legal Counsel – Existing Litigation - Pursuant to Government Code § 54956.9)  
Friends of Putah Creek v. Central Valley Flood Protection Board  
Solano County Superior Court Case No. FCS051040

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

Thursday, October 11, 2018 at 6:30 p.m. at the SCWA offices.

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

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

# CONSENT ITEMS

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

**MEETING DATE: August 9, 2018**

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

Mayor Elizabeth Patterson, City of Benicia  
Mayor Thom Bogue, City of Dixon  
Mayor Harry Price, City of Fairfield  
Vice-Mayor Constant Boulware, City of Rio Vista  
Mayor Len Augustine, City of Vacaville  
Council Member Robert McConnell, City of Vallejo  
Supervisor Erin Hannigan, Solano County District 1  
Supervisor Monica Brown, Solano County District 2  
Supervisor Jim Spering, Solano County District 3  
Supervisor John Vasquez, Solano County District 4  
Director Dale Crossley, Reclamation District 2068  
Director John Kluge, Solano Irrigation District

**CALL TO ORDER**

The meeting was called to order at 6:30 p.m. by Chair Kluge.

**APPROVAL OF AGENDA**

General Manager Roland Sanford requested that Agenda Item 13 – Closed Session – be pulled from the agenda because there was nothing to report or discuss. He also requested that Agenda Item 10 – Update of Dixon Watershed Management Plan – be pulled from the agenda because the scope of the proposed project had not yet been finalized. Mayor Bogue requested that Agenda Item 10 remain on the agenda as an informational item. On a motion by Mayor Patterson and second by Supervisor Spering the Board unanimously approved the agenda with the removal of Item 13 and retention of Agenda Item 10 as an informational item.

**PUBLIC COMMENT**

There were no public comments.

**CONSENT ITEMS**

On a motion by Supervisor Hannigan and a second by Mayor Price the Board unanimously approved the following consent items:

- (A) Minutes
- (B) Expenditure Approvals
- (C) Purchase Order for flood flow measurement equipment
- (D) Agreement Southwest Environmental Inc.
- (E) Purchase of used 2012 Kubota M9960 Utility Tractor

**BOARD MEMBER REPORTS**

There were no Board Member reports.

**GENERAL MANAGER'S REPORT**

There were no additions to the General Manager's written report provided in the meeting agenda packet.

**SOLANO WATER ADVISORY COMMISSION**

There was no report.

**ACCEPTANCE OF SWEENEY CREEK EASEMENTS FOR FLOOD CONTROL PURPOSES**

On a motion by Mayor Sanchez and a second by Supervisor Brown the Board unanimously approved acceptance of the Sweeney Creek easements and authorized the General Manager to submit said easements to the Solano County Recorder's office for recordation.

**STATE WATER PROJECT "TABLE A" ONE-YEAR WATER EXCHANGES WITH DUDLEY  
RIDGE WATER DISTRICT (DRWD) AND SANTA CLARA VALLEY WATER DISTRICT  
(SCVWD)**

General Manager Roland Sanford described the factors – poor water quality, periodic pumping restrictions to avoid impacts to endangered species, frequency of reduced water supply allocations by the Department of Water Resources - that collectively make the North Bay Aqueduct an unreliable source of water. He explained that because the North Bay Aqueduct water supply is comparatively unreliable, the North Bay Aqueduct water users are forced to always assume that they will receive only a fraction of the water they pay for in any given year, but that at times, as has occurred this year, full water supply allocations are available. He went on to explain that there are times when the unanticipated temporary surplus cannot be readily used within Solano County or stored for later use, and that in such instances it made sense to consider a water exchange as a means of recovering a stranded asset – in this case water that has been paid for but potentially unused.

Mr. Sanford explained that the proposed exchanges with DRWD and SCVWD were one-time exchanges that would occur in the 2018 calendar year and would involve water that would potentially be unused. He observed that currently the Water Agency has only an informal policy regarding water exchanges involving out-of-county entities – do not support a water exchange with out-of-county entities unless it is confirmed that no entity within Solano County can use the water to be exchanged –and recommended the Board direct the Water Policy Committee, with support from the Solano Water Advisory Commission, to formulate and recommend, for Board consideration, water exchange policy/principles for future water exchanges involving the Water Agency.

On a motion by Supervisor Hannigan and second by Mayor Patterson the Board unanimously approved to:

1. Authorize General Manager to execute Agreement between Department of Water Resources (DWR), SCWA, and DRWD for exchange of up to 1,000 acre-feet of 2018 "Table A" water, on behalf of City of Vallejo.
2. Authorize General Manager to execute Letter of Understanding between SCWA and City of Vallejo memorializing SCWA's facilitation role in exchange of "Table A" water belonging to City of Vallejo, to DRWD and SCVWD.
3. Direct Water Policy Committee to formulate and recommend water exchange policy/principles for future water exchanges involving SCWA.

**UPDATE OF DIXON WATERSHED MANAGEMENT PLAN**

Chair Kluge recused himself from the discussion due to a potential conflict of interest. The Board appointed Supervisor Hannigan to chair this discussion in the absence of the Vice-Chair.

Staff from the City of Dixon, Dixon RCD, RD 2068, and the County discussed various technical and policy issues pertaining to the update of the Dixon Watershed Management Plan and the proposed scope of work for that update. There was general consensus that further discussions were needed to formulate a scope of work that was acceptable to all concerned. The Board directed staff to facilitate discussions among the parties, with the goal of formulating an acceptable scope of work and consultant contract for Board consideration at the regularly scheduled Board meeting in October.

**LEGISLATIVE UPDATES**

There was no report, the Legislative Committee did not meet last month. The next meeting is scheduled for the September 6, 2018.

**WATER POLICY UPDATES**

1. There was no report.
2. General Manager Roland Sanford reported that the Water Policy Committee is scheduled to finalize its recommendations regarding SCWA's role in flood management, and present those findings at the regularly scheduled Board meeting in September.
3. There was no report.
4. There was no report.

**TIME AND PLACE OF NEXT MEETING**

Thursday, September 13, 2018 at 6:30 p.m., at the SCWA offices in Vacaville

**ADJOURNMENT**

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

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

Section 1

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Section 2

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Section 3

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Section 4

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Section 5

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Section 6

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**ACTION OF  
SOLANO COUNTY WATER AGENCY**

**DATE:** September 13, 2018  
**SUBJECT:** Expenditures Approval

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**RECOMMENDATIONS:**

Approve expenditures from the Water Agency checking accounts for August, 2018.

**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 August, 2018. Additional backup information is available upon request.

Recommended: \_\_\_\_\_

  
Roland Sanford, General Manager

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☐

Approved as  
recommended

☐

Other  
(see below)

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Continued on  
next page

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Modification to Recommendation and/or other actions:

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I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on September 13, 2018 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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



**SOLANO COUNTY WATER AGENCY**  
**Cash Disbursements Journal**  
**For the Period From Aug 1, 2018 to Aug 31, 2018**

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
8/30/18	10179	2020WC 1020SC	Invoice: 18-07-3868 MBK ENGINEERS	4,267.00	4,267.00
8/6/18	32073	2020SC 1020SC	Invoice: 2763174 AMERICAN TOWER CORPORATION	601.39	601.39
8/6/18	32074	2020SC 1020SC	Invoice: 53928394 CHEVRON AND TEXACO	918.20	918.20
8/6/18	32075	2020N 1020SC	Invoice: AUG 2018 CLEAN TECH ADVOCATES	8,600.00	8,600.00
8/6/18	32076	2020SC 1020SC	Invoice: CHEVY VAN REG DMV	407.00	407.00
8/6/18	32077	2020SC 1020SC	Invoice: 5460891 TIAA BANK	1,135.17	1,135.17
8/6/18	32078	2020U 1020SC	Invoice: SF09020 GARTON TRACTOR, INC.	217.25	217.25
8/6/18	32079	2020SC 2020SC 2020SC 1020SC	Invoice: 103014 Invoice: 103011 Invoice: 103013 GHD, INC.	4,937.75 815.50 641.75	6,395.00
8/6/18	32080	2020SC 1020SC	Invoice: V4880304 HOLT OF CALIFORNIA	5,415.24	5,415.24
8/6/18	32081	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 9013782 Invoice: 8181154 Invoice: 5014349 Invoice: 5014348 Invoice: 2023220 Invoice: 2022817 HOME DEPOT CREDIT SERVICE	114.16 163.11 218.16 118.78 23.76 71.43	709.40
8/6/18	32082	2020SC 1020SC	Invoice: CL96691 INTERSTATE OIL COMPANY	806.00	806.00
8/6/18	32083	2020SC 1020SC	Invoice: AUG 2018 EXEC MTG JOHN D. KLUGE	100.00	100.00
8/6/18	32084	2020SC 1020SC	Invoice: 521983 M&M SANITARY LLC	157.50	157.50
8/6/18	32085	2020SC 1020SC	Invoice: 200738 MARTIN'S METAL FABRICATION &	51.50	51.50
8/6/18	32085V	2020SC 1020SC	Invoice: 200738 MARTIN'S METAL FABRICATION &	51.50	51.50
8/6/18	32086	2020SC 1020SC	Invoice: WWWC001 NAPA COUNTY DEPARTMENT OF PUBLIC WORKS	1,570.46	1,570.46
8/6/18	32087	2020SC 1020SC	Invoice: 8474217 OVIVO USA, LLC.	462.72	462.72
8/6/18	32088	2020SC 1020SC	Invoice: 1306 ROCK STEADY JUGGLING	500.00	500.00
8/6/18	32089	2020SC 2020SC 1020SC	Invoice: 315820 Invoice: CM1018246 RON DUPRATT FORD	745.96	44.81 701.15
8/6/18	32090	2020SC 1020SC	Invoice: 1248 SOLANO RESOURCE CONSERVATION DISTRICT	9,748.27	9,748.27
8/6/18	32091	2020SC 1020SC	Invoice: 35002 SOUTHWEST ENVIRONMENTAL	720.00	720.00
8/6/18	32092	2020SC 1020SC	Invoice: AUG 2018 EXEC MTG JAMES SPERING	100.00	100.00

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
8/6/18	32093	2020SC 1020SC	Invoice: 109331 STERLING MAY CO.	38.94	38.94
8/6/18	32094	2020SC 1020SC	Invoice: 696382 SYAR INDUSTRIES, INC	422.79	422.79
8/6/18	32095	2020SC 1020SC	Invoice: 20961-31 THE REGENTS OF THE UNIVERSITY OF CA	18,264.51	18,264.51
8/6/18	32096	2020SC 1020SC	Invoice: MARYGRACE ADONA MARYGRACE ADONA	1,000.00	1,000.00
8/6/18	32097	2020SC 1020SC	Invoice: MOON CHOE MOON CHOE	1,000.00	1,000.00
8/6/18	32098	2020SC 1020SC	Invoice: LEO ESCARCEGA I LEO ESCARCEGA	1,000.00	1,000.00
8/6/18	32099	2020SC 1020SC	Invoice: PETER KNOTT PETER KNOTT	614.00	614.00
8/6/18	32100	2020SC 1020SC	Invoice: PERLITA ULLARICH PERLITA ULLARICH	724.00	724.00
8/6/18	32101	2020SC 2020SC 2020SC 1020SC	Invoice: 21847 Invoice: 21848 Invoice: 22005 VACAVILLE TRAILER SALES	26.36 57.25 13.18	96.79
8/6/18	32102	2020SC 1020SC	Invoice: 12100 WARREN'S WATER TRUCK SERVICE	250.00	250.00
8/6/18	32103	2020SC 1020SC	Invoice: 1 WEBER GENERAL ENGINEERING INC.	812.50	812.50
8/6/18	32104	2020SC 1020SC	Invoice: 6569 WINTERS AGGREGATE, LLC	209.87	209.87
8/6/18	32105	2020SC 1020SC	Invoice: 9001 ZUNZUN	15,000.00	15,000.00
8/6/18	32106	2020U 1020SC	Invoice: JUL 2018 SOLANO COUNTY FLEET MANAGEMENT	543.53	543.53
8/9/18	32107	2020SC 1020SC	Invoice: 0567837 ACWA JOINT POWERS INSURANCE AUTHORITY	1,705.23	1,705.23
8/9/18	32108	2020SC 1020SC	Invoice: 314098-1 ALPHA MEDIA II LLC	3,500.00	3,500.00
8/9/18	32109	2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: BA5741 Invoice: BA5743 Invoice: BA5740 Invoice: BA5742 BLANKINSHIP & ASSOCIATES, INC.	500.00 500.00 500.00 500.00	2,000.00
8/9/18	32110	2020SC 1020SC	Invoice: A822496 BSK ASSOCIATES	780.00	780.00
8/9/18	32111	2020N 1020SC	Invoice: 17-1032-7 CBEC	5,005.00	5,005.00
8/9/18	32112	2020SC 1020SC	Invoice: 1201686 COUNTY OF YOLO	20.00	20.00
8/9/18	32113	2020SC 1020SC	Invoice: JUL 2018 T.M. HARDESTY	859.98	859.98
8/9/18	32114	2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 89413 Invoice: 89412 Invoice: 89631 Invoice: 89414 HERUM \ CRABTREE \ SUNTAG	1,917.60 729.30 198.90 6,540.48	9,386.28
8/9/18	32114V	2020SC	Invoice: 89413		1,917.60

## SOLANO COUNTY WATER AGENCY

## Cash Disbursements Journal

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		2020SC	Invoice: 89412		729.30
		2020SC	Invoice: 89631		198.90
		2020SC	Invoice: 89414		6,540.48
		1020SC	HERUM \ CRABTREE \ SUNTAG	9,386.28	
8/9/18	32115	2020SC	Invoice: CL98088	1,725.57	
		1020SC	INTERSTATE OIL COMPANY		1,725.57
8/9/18	32116	2020SC	Invoice: 200738	55.68	
		1020SC	MARTIN'S METAL FABRICATION &		55.68
8/9/18	32117	2020SC	Invoice: 342	11,382.50	
		1020SC	PALENCIA CONSULTING ENGINEERS		11,382.50
8/9/18	32118	2020SC	Invoice: 01032028	51.00	
		1020SC	RECOLOGY HAY ROAD		51.00
8/9/18	32119	2020SC	Invoice: CALL#148	50,000.00	
		2020SC	Invoice: 0000164149-201819-00	2,108.46	
		1020SC	CHARLES LOMELI, TAX COLLECTOR		52,108.46
8/9/18	32119V	2020SC	Invoice: CALL#148		50,000.00
		2020SC	Invoice: 0000164149-201819-00		2,108.46
		1020SC	CHARLES LOMELI, TAX COLLECTOR	52,108.46	
8/9/18	32120	2020SC	Invoice: 56171	196.27	
		2020SC	Invoice: 56217	448.18	
		2020SC	Invoice: 56256	316.47	
		2020SC	Invoice: 56313	65.64	
		2020SC	Invoice: 56392	311.84	
		2020SC	Invoice: 56438	73.85	
		2020SC	Invoice: 56429	295.41	
		2020SC	Invoice: 56529	488.07	
		1020SC	SUISUN VALLEY FRUIT GROWERS AS		2,195.73
8/9/18	32121	2020SC	Invoice: 201808-13333	1,425.08	
		1020SC	TERRA REALTY ADVISORS, INC.		1,425.08
8/9/18	32122	2020SC	Invoice: 70B70-03	22,388.88	
		1020SC	THE REGENTS OF THE UNIVERSITY OF CA		22,388.88
8/9/18	32123	2020SC	Invoice: LISA BRIGGS	464.00	
		1020SC	LISA BRIGGS		464.00
8/9/18	32124	2020SC	Invoice: BRYAN LYNCH	1,000.00	
		1020SC	BRYAN LYNCH		1,000.00
8/9/18	32125	2020SC	Invoice: MIGUEL OCHOA	576.00	
		1020SC	MIGUEL OCHOA		576.00
8/9/18	32126	2020SC	Invoice: RENE SMITH	636.36	
		1020SC	RENE SMITH		636.36
8/9/18	32127	2020SC	Invoice: ALBERT WONG	1,000.00	
		1020SC	ALBERT WONG		1,000.00
8/9/18	32128	2020SC	Invoice: 2017-222	2,500.00	
		1020SC	WATERSMART INNOVATIONS CONFERENCE		2,500.00
8/14/18	32129	2020SC	Invoice: HCS2019 REIMBURSEMEN	10,563.75	
		1020SC	HERUM \ CRABTREE \ SUNTAG		10,563.75
8/15/18	32130	2020SC	Invoice: AUG 2018 BOD MTG	132.70	
		1020SC	CONSTANCE BOULWARE		132.70
8/15/18	32131	2020N	Invoice: 17-1032-6	2,487.50	
		1020SC	CBEC		2,487.50
8/15/18	32132	2020SC	Invoice: 3447	3,500.00	
		1020SC	CA CENTRAL VALLEY FLOOD CONTROL ASSOCIA		3,500.00
8/15/18	32132V	2020SC	Invoice: 3447		3,500.00
		1020SC	CA CENTRAL VALLEY FLOOD CONTROL ASSOCIA	3,500.00	

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8/15/18	32133	2020SC 1020SC	Invoice: 17608 CENTRAL VALLEY EQUIPMENT REPAIR	3,422.02	3,422.02
8/15/18	32134	2020SC 1020SC	Invoice: AUG 2018 BOD MTG DALE CROSSLEY	100.00	100.00
8/15/18	32135	2020SC 1020SC	Invoice: 104207 GHD, INC.	4,336.50	4,336.50
8/15/18	32136	2020SC 1020SC	Invoice: 9864964045 GRAINGER	490.50	490.50
8/15/18	32137	2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 89413 Invoice: 89412 Invoice: 89631 Invoice: 89414 HERUM \ CRABTREE \ SUNTAG	1,917.60 729.30 198.90 6,450.48	9,296.28
8/15/18	32138	2020SC 1020SC	Invoice: 2018 EXEMPT KINGS COUNTY CLERK	40.00	40.00
8/15/18	32139	2020SC 1020SC	Invoice: AUG 2018 BOD MTG JOHN D. KLUGE	100.00	100.00
8/15/18	32140	2020SC 1020SC	Invoice: 34123 LUHDORFF & SCALMANINI	11,780.62	11,780.62
8/15/18	32141	2020SC 1020SC	Invoice: AUG 2018 BOD MTG ROBERT MCCONNELL	121.80	121.80
8/15/18	32142	2020SC 1020SC	Invoice: 180593 MSDSOONLINE, INC	499.00	499.00
8/15/18	32143	2020SC 1020SC	Invoice: OH35101 NORTHBAY OCCUPATIONAL HEALTHCARE	120.00	120.00
8/15/18	32144	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 255347 Invoice: 255304 Invoice: 255434 Invoice: 255440 Invoice: 255586 Invoice: 255751 Invoice: 256208 Invoice: 001849 Invoice: 256252 Invoice: 002583 Invoice: 003312 Invoice: 003311 Invoice: 257053 Invoice: 257076 PACIFIC ACE HARDWARE	19.27 10.71 75.05 129.62 24.66 1.67 13.40 21.60 41.51 231.42 34.25 57.79 36.45 21.12	718.52
8/15/18	32145	2020SC 1020SC	Invoice: AUG 2018 BOD MTG ELIZABETH PATTERSON	133.25	133.25
8/15/18	32146	2020SC 1020SC	Invoice: 7-26-18 REFILL PITNEY BOWES	1,510.00	1,510.00
8/15/18	32147	2020SC 1020SC	Invoice: 43137306 RECOLOGY VACAVILLE SOLANO	246.36	246.36
8/15/18	32148	2020SC 1020SC	Invoice: 2001889043 SAGE SOFTWARE, INC.	446.00	446.00
8/15/18	32149	2020SC 1020SC	Invoice: 004485 SAM'S CLUB	271.02	271.02
8/15/18	32150	2020SC 1020SC	Invoice: 0731180229 SHANDAM CONSULTING	4,147.50	4,147.50
8/15/18	32151	2020SC 2020SC 1020SC	Invoice: 0006863 Invoice: 0006864 SOLANO IRRIGATION DISTRICT	19,889.54 177.32	20,066.86
8/15/18	32152	2020SC 2020SC	Invoice: CALL#148 Invoice: 0000164149-201819-00	270.00 2,108.46	

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		1020SC	CHARLES LOMELI, TAX COLLECTOR		2,378.46
8/15/18	32153	2020SC 1020SC	Invoice: AUG 2018 BOD MTG JAMES SPERING	100.00	100.00
8/15/18	32154	2020SC 1020SC	Invoice: BAWMRP #17 THINKING GREEN CONSULTANTS	6,786.00	6,786.00
8/15/18	32155	2020SC 1020SC	Invoice: GUY BENJAMIN BROOKSH GUY BENJAMIN BROOKSHIRE	750.00	750.00
8/15/18	32156	2020SC 1020SC	Invoice: LORETTA CHUCKROW LORETTA CHUCKROW	306.00	306.00
8/15/18	32157	2020SC 1020SC	Invoice: JESSE GO JESSE GO	1,000.00	1,000.00
8/15/18	32158	2020SC 1020SC	Invoice: 0006158792 VACAVILLE REPORTER	578.00	578.00
8/15/18	32159	2020SC 1020SC	Invoice: AUG 2018 BOD MTG JOHN VASQUEZ	100.00	100.00
8/15/18	32160	2020SC 1020SC	Invoice: 9811723612 VERIZON WIRELESS	3,083.34	3,083.34
8/15/18	32161	2020SC 1020SC	Invoice: 12103752 WILBUR-ELLIS COMPANY	1,551.60	1,551.60
8/15/18	32162	2020SC 1020SC	Invoice: 545 WINTERS TOW SERVICE	225.00	225.00
8/15/18	32163	2020SC 1020SC	Invoice: 3447 CA CENTRAL VALLEY FLOOD CONTROL ASSOCIA	3,605.00	3,605.00
8/15/18	32164	2020SC 1020SC	Invoice: 8706 REGIONAL GOVERNMENT SERVICES	3,125.55	3,125.55
8/20/18	32165	2020SC 1020SC	Invoice: EXEMPT FEE DUDLEY SOLANO COUNTY CLERK	50.00	50.00
8/21/18	32166	2020SC 2020SC 2020SC 1020SC	Invoice: 2573 Invoice: 2574 Invoice: 2575 AG INNOVATIONS	1,125.00 1,530.00 1,935.00	4,590.00
8/21/18	32167	2020SC 1020SC	Invoice: 1932616 THE REINALT-THOMAS CORP	14.06	14.06
8/21/18	32168	2020SC 2020SC 1020SC	Invoice: 000011773486 Invoice: 000011773531 CALNET3	256.67 165.13	421.80
8/21/18	32169	2020SC 1020SC	Invoice: 17590 CENTRAL VALLEY EQUIPMENT REPAIR	662.54	662.54
8/21/18	32170	2020SC 2020SC 1020SC	Invoice: 1212791 Invoice: 1212987 COUNTY OF YOLO	38.40 66.00	104.40
8/21/18	32171	2020SC 1020SC	Invoice: 37313 GRANICUS	200.00	200.00
8/21/18	32172	2020U 1020SC	Invoice: 2110 J.T. MARTIN	200.00	200.00
8/21/18	32173	2020SC 1020SC	Invoice: 4183 MIKE BOBBIT AND ASSOCIATES	675.00	675.00
8/21/18	32174	2020SC 2020SC 1020SC	Invoice: 67673 Invoice: 67728 NORMANDEAU ASSOCIATES, INC.	768.00 876.92	1,644.92
8/21/18	32175	2020SC 1020SC	Invoice: 15279741 OFFICE RELIEF, INC	3,506.09	3,506.09

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8/21/18	32176	2020SC 1020SC	Invoice: 18-024 ORIT KALMAN	750.00	750.00
8/21/18	32177	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 800763 Invoice: 801012 Invoice: 801411 Invoice: 801919 Invoice: 802153 Invoice: 802722 Invoice: 802687 Invoice: 802768 PISANIS AUTO PARTS	128.82 6.42 59.73 301.74 1.77 58.38 29.70 10.65	597.21
8/21/18	32178	2020SC 1020SC	Invoice: 8607 REGIONAL GOVERNMENT SERVICES	250.00	250.00
8/21/18	32179	2020SC 1020SC	Invoice: 001656 SAM'S CLUB	108.67	108.67
8/21/18	32180	2020SC 2020SC 1020SC	Invoice: 0006774 Invoice: 0006775 SOLANO IRRIGATION DISTRICT	126,772.59 63,929.47	190,702.06
8/21/18	32181	2020SC 1020SC	Invoice: 35007 SOUTHWEST ENVIRONMENTAL	780.00	780.00
8/21/18	32182	2020SC 1020SC	Invoice: 006492990046SEP2018 STANDARD INSURANCE COMPANY	1,845.73	1,845.73
8/21/18	32183	2020SC 1020SC	Invoice: 2018-6-SCWA SUSTAINABLE SOLANO	15,054.71	15,054.71
8/21/18	32184	2020SC 1020SC	Invoice: 697127 SYAR INDUSTRIES, INC	437.58	437.58
8/21/18	32185	2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 300312655 Invoice: 200420201 Invoice: 300313419 Invoice: 300313418 Invoice: 300313420 TRACTOR SUPPLY CREDIT PLAN	30.52 243.66 134.21 161.12 109.50	679.01
8/21/18	32186	2020SC 1020SC	Invoice: 6414 WINTERS BROADBAND	595.00	595.00
8/21/18	32187	2020SC 2020SC 1020SC	Invoice: K10587700101 Invoice: K10587700102 ZONES INC.	427.65 1,060.16	1,487.81
8/28/18	32188	2020SC 1020SC	Invoice: 7001593913 AMERICAN WATER WORKS ASSOCIATION	269.00	269.00
8/28/18	32189	2020SC 1020SC	Invoice: 2018-8 BAY AREA FLOOD PROTECTION AGENCIES ASSO	3,320.00	3,320.00
8/28/18	32190	2020SC 1020SC	Invoice: PHASE 3 METER CITY OF WINTERS	785.00	785.00
8/28/18	32191	2020SC 2020SC 2020SC 1020SC	Invoice: 19-024-V JUL 2018 Invoice: 18-026-T SEP 2018 Invoice: 18-024-O SEP 2018 DEPARTMENT OF WATER RESOURCES	77,829.00 448,562.00 567.00	526,958.00
8/28/18	32192	2020N 1020SC	Invoice: US0132115709 ERNST & YOUNG U.S. LLP	4,402.00	4,402.00
8/28/18	32193	2020SC 1020SC	Invoice: 4652 EYASCO, INC.	37,173.63	37,173.63
8/28/18	32194	2020N 1020SC	Invoice: 6-279-53507 FEDEX EXPRESS	214.76	214.76
8/28/18	32195	2020SC 2020SC	Invoice: 104494 Invoice: 104493	11,721.04 2,070.50	



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		1020SC	GHD, INC.		13,791.54
8/28/18	32196	2020SC 1020SC	Invoice: CL99474 INTERSTATE OIL COMPANY	1,428.71	1,428.71
8/28/18	32197	2020SC 1020SC	Invoice: 2148 J.T. MARTIN	560.00	560.00
8/28/18	32198	2020SC 1020SC	Invoice: 0109629 JUST THE FINEST PEST MNGT	120.00	120.00
8/28/18	32199	2020SC 1020SC	Invoice: 2845 KC ENGINEERING COMPANY	700.00	700.00
8/28/18	32200	2020SC 1020SC	Invoice: 15932 MANN, URRUTIA, NELSON, CPAS	800.00	800.00
8/28/18	32201	2020SC 2020SC 1020SC	Invoice: 37035916 Invoice: 37287021 NUTRIEN AG SOLUTIONS	23,733.17 4,151.93	27,885.10
8/28/18	32202	2020SC 1020SC	Invoice: 8474429 OVIVO USA, LLC.	935.03	935.03
8/28/18	32203	2020SC 1020SC	Invoice: 7/11/18-8/9/18 PACIFIC GAS & ELECTRIC CO,	1,692.87	1,692.87
8/28/18	32204	2020SC 1020SC	Invoice: 2181833 RAY MORGAN COMPANY	392.90	392.90
8/28/18	32205	2020SC 2020SC 1020SC	Invoice: 0006879 Invoice: 0006880 SOLANO IRRIGATION DISTRICT	113,668.38 61,090.51	174,758.89
8/28/18	32206	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 2130504631 Invoice: 2133714081 Invoice: 2133727781 Invoice: 2135307871 Invoice: 2136042421 Invoice: 2136962021 Invoice: 2137080841 Invoice: 2139360041 Invoice: 2139622441 Invoice: 2141985771 STAPLES	160.47 39.78 111.96 115.55 338.25 424.75 581.45 164.62 798.38 29.49	2,764.70
8/28/18	32207	2020SC 1020SC	Invoice: 20961-32 THE REGENTS OF THE UNIVERSITY OF CA	30,095.41	30,095.41
8/28/18	32208	2020N 1020SC	Invoice: JANE AJERO JANE AJERO	585.00	585.00
8/28/18	32209	2020N 1020SC	Invoice: SHONDA AVERY SHONDA AVERY	317.00	317.00
8/28/18	32210	2020N 1020SC	Invoice: ANTONIO ORTIZ ANTONIO ORTIZ	338.00	338.00
8/28/18	32211	2020SC 1020SC	Invoice: VIRGINIA TEVLIN VIRGINIA TEVLIN	962.00	962.00
8/28/18	32212	2020SC 1020SC	Invoice: 119865 WOOD RODGERS, INC.	18,356.65	18,356.65
8/30/18	32213	2020SC 1020SC	Invoice: INV-008019 CONEXWEST	2,998.53	2,998.53
8/30/18	32214	2020SC 1020SC	Invoice: 1442 HAWKINS LAND SURVEYING	5,000.00	5,000.00
8/30/18	32215	2020SC 1020SC	Invoice: 8/22/18 THE REPURPOSED OKIE	500.00	500.00
8/30/18	32216	2020SC 1020SC	Invoice: 1082118-144 RICHARD HEATH & ASSOCIATES, INC.	3,000.00	3,000.00

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8/30/18	32217	2020SC 1020SC	Invoice: 006659 SAM'S CLUB	82.94	82.94
8/11/18	ASHLEY JUL	2020SC 1020SC	Invoice: ASHLEY JUL 2018 BANK OF THE WEST	896.35	896.35
8/25/18	ASHLEY JUL	2020SC 1020SC	Invoice: ASHLEY JUL 2018 UMPQUA BANK	314.73	314.73
8/25/18	BARICH JUL	2020SC 1020SC	Invoice: BARICH JUL 2018 BANK OF THE WEST	25.24	25.24
8/25/18	BARICH JUL	2020SC 1020SC	Invoice: BARICH JUL 2018 UMPQUA BANK	224.25	224.25
8/25/18	COLIAS JUL	2020SC 1020SC	Invoice: COLIAS JUL 2018 UMPQUA BANK	388.11	388.11
8/6/18	COLIAS JUL	2020SC 1020SC	Invoice: COLIAS JUL 2018 BANK OF THE WEST	1,109.25	1,109.25
8/25/18	CUETARA JU	2020SC 1020SC	Invoice: CUETARA JUL 2018 BANK OF THE WEST	512.75	512.75
8/25/18	CUETARA JU	2020SC 1020SC	Invoice: CUETARA JUL 2018 UMPQUA BANK	280.19	280.19
8/1/18	EFT	2020SC 1020SC	Invoice: HEALTH AUG 2018 CALPERS	18,627.87	18,627.87
8/2/18	EFT	2020SC 1020SC	Invoice: PPE 7.28.18 CALPERS	9,080.50	9,080.50
8/2/18	EFT	2020SC 1020SC	Invoice: PEPRA PPE 7.28.18 CALPERS	2,810.56	2,810.56
8/2/18	EFT	2020SC 1020SC	Invoice: SIP PPE 7.28.18 CALPERS	5,438.46	5,438.46
8/3/18	EFT	2020SC 1020SC	Invoice: 2018080101 PAYCHEX, INC.	248.40	248.40
8/10/18	EFT	6111AC 1020SC	FSA PARTICIPANT FEE AUG 2018 PAYCHEX, INC.	115.75	115.75
8/11/18	EFT	2024AC 6012AC 1020SC	EMPLOYEE LIABILITIES PPE 8.11.18 EMPLOYER LIABILITIES PPE 8.11.18 PAYROLL TAXES	17,443.60 3,185.19	20,628.79
8/17/18	EFT	2020SC 1020SC	Invoice: 2018081501 PAYCHEX, INC.	262.65	262.65
8/16/18	EFT	2020SC 1020SC	Invoice: PPE 8.11.18 CALPERS	9,080.50	9,080.50
8/16/18	EFT	2020SC 1020SC	Invoice: PEPRA PPE 8.11.18 CALPERS	2,794.07	2,794.07
8/16/18	EFT	2020SC 1020SC	Invoice: SIP PPE 8.11.18 CALPERS	5,438.46	5,438.46
8/29/18	EFT	2020SC 1020SC	Invoice: 100000015403620 CALPERS	700.00	700.00
8/29/18	EFT	2020SC 1020SC	Invoice: SIP PPE 8.25.18 CALPERS	5,438.46	5,438.46
8/29/18	EFT	2020SC 1020SC	Invoice: PPE 8.25.18 CALPERS	9,080.50	9,080.50
8/29/18	EFT	2020SC 1020SC	Invoice: PEPRA PPE 8.25.18 CALPERS	2,808.31	2,808.31
8/25/18	EFT	2024AC 6012AC 1020SC	EMPLOYEE LIABILITIES PPE 8.25.18 EMPLOYER LIABILITIES PPE 8.25.18 PAYROLL TAXES	17,050.86 2,873.37	19,924.23

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8/31/18	EFT	2020SC 1020SC	Invoice: 2018082901 PAYCHEX, INC.	245.55	245.55
8/25/18	FEHRENKAM	2020SC 1020SC	Invoice: FEHRENKAMP JUL 2018 UMPQUA BANK	219.00	219.00
8/25/18	FLORENDO J	2020SC 1020SC	Invoice: FLORENDO JUL 2018 UMPQUA BANK	210.30	210.30
8/25/18	FOWLER JUL	2020SC 1020SC	Invoice: FOWLER JUL 2018 BANK OF THE WEST	506.95	506.95
8/6/18	HERR JUL 20	2020SC 1020SC	Invoice: HERR JUL 2018 BANK OF THE WEST	898.68	898.68
8/25/18	HYER JUL 20	2020SC 1020SC	Invoice: HYER JUL 2018 UMPQUA BANK	393.50	393.50
8/25/18	JONES JUL 20	2020SC 1020SC	Invoice: JONES JUL 2018 BANK OF THE WEST	215.63	215.63
8/25/18	JONES JUL 20	2020SC 1020SC	Invoice: JONES JUL 2018 UMPQUA BANK	514.61	514.61
8/25/18	LEE JUL 2018	2020SC 1020SC	Invoice: LEE JUL 2018 BANK OF THE WEST	142.30	142.30
8/25/18	MAROVICH J	2020SC 1020SC	Invoice: MAROVICH JUL 2018 BANK OF THE WEST	133.43	133.43
8/6/18	NGUYEN JUL	2020SC 1020SC	Invoice: NGUYEN JUL 2018 BANK OF THE WEST	170.89	170.89
8/1/18	PASCUAL JU	2020SC 1020SC	Invoice: PASCUAL JUL 2018 BANK OF THE WEST	341.36	341.36
8/25/18	PATE JUL 201	2020SC 1020SC	Invoice: PATE JUL 2018 UMPQUA BANK	7.99	7.99
8/25/18	RABIDOUX J	2020SC 1020SC	Invoice: RABIDOUX JUL 2018 BANK OF THE WEST	36.75	36.75
8/25/18	SANFORD JU	2020SC 1020SC	Invoice: SANFORD JUL 2018 BANK OF THE WEST	34.00	34.00
8/25/18	SNYDER JUL	2020SC 1020SC	Invoice: SNYDER JUL 2018 BANK OF THE WEST	1,078.22	1,078.22
8/25/18	SNYDER JUL	2020SC 1020SC	Invoice: SNYDER JUL 2018 UMPQUA BANK	763.97	763.97
8/25/18	WILLINGMY	2020SC 1020SC	Invoice: WILLINGMYRE JUL 2018 BANK OF THE WEST	656.13	656.13
8/25/18	WILLINGMY	2020SC 1020SC	Invoice: WILLINGMYRE JUL 2018 UMPQUA BANK	72.76	72.76
8/16/18	WIRE 8.16.18	2020SC 1020SC	Invoice: 2012 KUBOTA TRACTOR MT. AIRY EQUIPMENT CO., INC.	45,500.00	45,500.00
Total				1,622,450.76	1,622,450.76

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**ACTION OF  
SOLANO COUNTY WATER AGENCY**

**DATE:** September 13, 2018

**SUBJECT:** Contract Amendment with Garcia and Associates For Environmental Permit Compliance Services.

---

**RECOMMENDATION:**

Authorize General Manager to execute contract amendment with Garcia and Associates to increase contract amount and add additional task for post-construction monitoring of the Winters Putah Creek Projects.

**FINANCIAL IMPACT:**

Increase contract amount by \$63,976, from \$29,744 to \$93,720.

**BACKGROUND:**

Garcia and Associates currently provides SCWA with biological monitoring and water quality sampling services for construction of phase 3 of the Winters Putah Creek Park Channel Realignment Project (WPCNPCR Project). These services are also needed for SCWA's North American Wetland Conservation Act Project (NAWCA-3) that is anticipated to begin this fiscal year. This contract amendment will extend the biological monitoring and water quality sampling services to the NAWCA-3 project, and provide the post-construction storm water monitoring for the WPCNPCR Project and the NAWCA-3 Project.

**RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:**

SCWA's contract with Garcia and Associates for environmental permit compliance services is consistent with Goal #7 (*Natural Resources Stewardship*), Objective B (*Support and promote Lower Putah Creek Coordinating Committee programs and projects*) of the 2016-2025 Strategic Plan.

Recommended:   
Roland Sanford, General Manager

---

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

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I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on September 13, 2018 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

---

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

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**SOLANO COUNTY WATER AGENCY**

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

AMENDMENT NUMBER: 1

CONTRACTOR: Garcia and Associates

EFFECTIVE DATE: September 14, 2018

PROJECT: Environmental Permit Compliance for Winters Putah Creek Projects

**DESCRIPTION OF AMENDMENT:**

1. Increase contract amount by \$63,976, from \$29,744 to \$93,720.
  2. Change scope to include post-construction SWPPP monitoring:
    - Weekly inspections of BMPs
    - Continuous monitoring of predicted weather systems in anticipation of potential storm-related Project impacts
    - Additional BMP inspections before, during, and after rain events
- Work products:
- Immediate reporting of potential non-compliance issues
  - Weekly reporting of survey results to SCWA

**SIGNATURES:**

Solano County Water Agency,  
a Public Agency

Garcia and Associates

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

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

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**ACTION OF  
SOLANO COUNTY WATER AGENCY**

**DATE:** September 13, 2018

**SUBJECT:** Purchase of used Bucket Truck for use on Lower Putah Creek

---

**RECOMMENDATION:**

Authorize the General Manager to purchase used 2009 Ford F550 Bucket Truck.

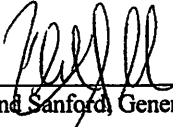
**FINANCIAL IMPACT:**

Total cost not to exceed \$40,000. Funding for this purchase is included in the adopted FY 2018-2019 Water Agency budget.

**BACKGROUND:**

The Water Agency needs a bucket truck (man lift) for use with the Water Agency's spray truck to spray arundo along Putah Creek, to harvest seed from native trees and to flag elderberries and perform other operations on steep banks reaching up from the floodplain. The Water Agency has a campaign to eradicate arundo from the Putah Creek watershed, funded primarily by grants. Use of the bucket truck for arundo control is reimbursable by the current IRWM grant and future grants.

The Water Agency uses an herbicide mixture containing glyphosate (Roundup) that works best when applied as a full coverage spray to the whorl of leaves at the top of intact plants. Arundo grows up to 30 feet tall and frequently overhangs the creek channel. A bucket truck would allow staff to spray arundo from above, including from the opposite bank so that spray is directed away from the channel. Currently, staff lofts the spray from the ground onto the tops of arundo clumps whereas spraying from above allows better coverage and better control over direction of the spray. Staff has located a used bucket truck from Altec Nueco - a local (Dixon) manufacturer of bucket trucks - that passes safety inspections and is ready to operate.

Recommended:   
Roland Sanford, General Manager

☐ Approved as  
recommended

☐ Other  
(see below)

☐ Continued on  
next page

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**Modification to Recommendation and/or other actions:**

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I, Roland Sanford, Interim 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 13, 2018 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

Let's get it all out  
of the system.

For the first  
time in the history of the  
country.

There's nothing more to be  
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**ACTION OF  
SOLANO COUNTY WATER AGENCY**

**DATE:** September 13, 2018

**SUBJECT:** Contract Amendment with Integrated Environmental Restoration Services for additional investigations in support of Putah South Canal Sediment Reuse Study

---

**RECOMMENDATION:**

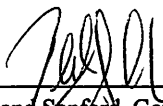
Authorize General Manager to execute \$99,000 contract amendment with Integrated Environmental Services for additional investigations in support of Putah South Canal Sediment Reuse Study.

**FINANCIAL IMPACT:**

Increase total contract amount by 99,000, from \$48,000 to \$147,000. Funding for this project is included in the Water Agency's adopted FY 2018-2019 budget.

**BACKGROUND:**

The Water Agency routinely allocates over \$250,000 a year for removing sediment and aquatic vegetation from the Putah South Canal (PSC). In a typical year six to eight thousand cubic yards of material is removed from the PSC. Much of this material originates from the interdam reach of Putah Creek (between Monticello Dam and the Putah Diversion Dam) and is typically hauled to a nearby landfill. Over the years the Water Agency has completed a number of projects and studies designed to minimize sediment production from the interdam reach, and it is anticipated that these efforts will continue for the foreseeable future. However, despite the aforementioned efforts there will always be some sediment that accumulates in the PSC, and therefore, a continuing need to remove and dispose of sediment.

Recommended:   
Roland Sanford, General Manager

☐

Approved as  
recommended

☐

Other  
(see below)

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**Modification to Recommendation and/or other actions:**

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I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on September 13, 2018 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

In recent years some of the sediment has been offered to private landowners, with the remaining material – typically three to four thousand cubic yards – ultimately delivered to a landfill. Landfill disposal can be expensive, particularly if aquatic vegetation is mixed with the sediment, as it frequently is. While the mixture of sediment and aquatic vegetation may be considered waste material when it is in the canal, preliminary field tests strongly suggest that the sediment and aquatic vegetation can be used as an effective soil amendment, particularly when mixed with wood chips and/or walnut waste.

Very positive results have been observed at test plots located on the Water Agency's Petersen Ranch. The next step is to investigate, on a larger scale, whether the canal waste material can be incorporated into riparian habitat restoration projects and/or as a soil amendment for irrigated pasture at the Petersen Ranch.

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:

Initiation of the proposed Putah South Canal Sediment Reuse Study is consistent with Goal 2 (*Water Management Infrastructure: Optimize the use of SCWA managed infrastructure*) and Objective D (*Identify other habitat and watershed stewardship opportunities and implement activities where feasible*) of Goal 7 (*Natural Resources Stewardship: Develop comprehensive approaches to the stewardship of natural resources*) of the 2016-2025 SCWA Strategic Plan.

**SOLANO COUNTY WATER AGENCY**  
**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

AMENDMENT NUMBER: 1

CONTRACTOR: Integrated Environmental Restoration Services (IERS)

EFFECTIVE DATE: September 14, 2018

PROJECT: Putah South Canal Waste Study

**DESCRIPTION OF AMENDMENT:**

1. Add scope of work items identified in Exhibit A (attached).
2. Increase contract amount by \$99,000, from \$48,000 to \$147,000.

**SIGNATURES:**

Solano County Water Agency,  
A Public Agency

Integrated Environmental Restoration  
Services

By: \_\_\_\_\_  
Roland Sanford, General Manager  
Solano County Water Agency

By: \_\_\_\_\_  
Michael Hogan

EXHIBIT A

SCWA IERS Projects and Program Potentials- 2018-2019

Priority	Project	Location(s)	Description	Funding (work days)		
				set up	implement	report
1	Adaptive/ Outcome-based management structure	misc	Using existing projects. initially Peterson Ranch, develop a systematic Outcome-Based Management Program as a model	2	3	4
1	Peterson Watershed Assessment	Peterson	Assessment of drainages at Peterson for erosion, erosion related projects and potential habitat mitigation areas and report. This would link to the Outcome-Based Management program	1	4	3
1	Next Peterson slope plots	Peterson	Using assessment, next plots would be constructed and would utilize plantings for habitat potential.	1	5	2
1	Peterson Ranch Riparian Management Plan	Peterson	Work with Gerald Hearne to design riparian and other habitat management systems	2	4	2
2	Canal Plot assessment	PSC	Monitoring of existing revegetation plots on PSC	1	5	3
1	Planting plots soil root assessment	peterson	excavate side of planting trials to determine root penetration	1	1	1
1	Canal and Walnut Waste staging	PDO	Develop stockpiling and mixing program of PSC waste at PDO	1	1	
1	Riparian Forest initial planting	Peterson	Plant <1ac riparian planting on low area on Peterson	3	6	3
1	Next phase Valley Oak planting	Peterson	Develop valley oak planting at Peterson based on compound plots	1	3	1
2	Wimmer slope re-treatment	Wimmer	Re-treat Wimmer steep slope using full soil treatment	1	3	1
2	Putah S Canal Slope plots	PSC	Install small test plots on Putah South Canal to test canal waste plus xx, to determine if those slopes can be successfully stabilized w Canal waste.	1	5	3
2	Peterson Canal Waste Surface App	Peterson	This would test the potential for canal waste to enhance forage grass growth either through more growth and/or longer season <ul style="list-style-type: none"> <li>o Rip</li> <li>o Disc</li> <li>o Till</li> <li>o Surface</li> </ul>	3	4	2
3	Ulati steep slope	Ulati Canal	Pleasant's first then Ulati, Ulati for biological habitat and primary productivity, using ulatis to target areas in Cache Slough	funded	funded	
				18	44	25
				\$ 18,270.00	\$ 44,660.00	\$ 25,375.00

budget to nearest 10k and description  
Names  
Source water protection program  
Canal waste management

SUB TOTAL		\$ 88,305.00
Travel time (estimate)	12 trips	\$6,720.00
4 hrs x 2 x \$70/hr		
Mileage	170 miles winters	\$2,419.80
30 miles winters to Peterson Ranch		
Use 185 miles		
0.54\$/mi		
Per diem :30/day x 50 days		\$1,500.00
TOTAL		\$ 98,944.80

**ACTION OF  
SOLANO COUNTY WATER AGENCY**

**DATE:** September 13, 2018

**SUBJECT:** Confirm Rejection of Pleasure Cove Marina Claim

---

**RECOMMENDATION:** Confirm rejection of Pleasure Cove Marina claim dated July 25, 2018.

**FINANCIAL IMPACT:** None

**BACKGROUND:**

Mr. Robert Trieber is suing Pleasure Cove Marina. According to the law firm representing Pleasure Cove Marina, Mr. Trieber "...suffered personal injury, including but not limited to injury to his right big toe...when he entered Lake Berryessa while playing with his friends on a floating island". Mr. Trieber alleges that his toe was cut on a low lying metal cable submerged underneath the water and is claiming premises liability and negligence against Pleasure Cove Marina. Pleasure Cove Marina has in turn filed a claim against the Water Agency pursuant to the California Tort Claims Act, asserting that "...Solano County Water Agency operates, maintains, and administers the Monticello Dam which created Lake Berryessa, therefore is responsible for Plaintiff's alleged injury from a submerged cable in the lake waters and lakebed".

The Water Agency does not own, operate or maintain any such cables or floating islands described by Mr. Trieber, at or anywhere near Pleasure Cove Marina.

Recommended: \_\_\_\_\_

  
Roland Sanford, General Manager

☐

Approved as  
recommended

☐

Other  
(see below)

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**Modification to Recommendation and/or other actions:**

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I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on September 13, 2018 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

---

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

**Action Item No. 2018-  
Agenda Item No. 5F**

Water Agency counsel reviewed Pleasure Cove Marina's claim against the Water Agency and recommended it be rejected. Due to timing – the claim was received and reviewed just prior to the August Board meeting and a response was due by September 3, just prior to the regularly scheduled September Board meeting, the General Manager, at counsel's recommendation, issued the attached claim rejection letter to Pleasure Cove Marina dated August 13, 2018. Had the rejection letter not been sent prior to the September 3 deadline the claim would have been accepted, by default, by the Water Agency. Staff is recommending the Board confirm, for the record, the decision to reject the claim submitted to the Water Agency by Pleasure Cove Marina. Alternatively, though not recommended, the Board could rescind the claim rejection letter and accept the aforementioned claim.



# SOLANO COUNTY WATER AGENCY



August 13, 2018

Pleasure Cove Marina, LLC  
c/o Chelsea D. Yuan, Esq.  
Gibson Robb & Lindh LLP  
201 Mission Street, Suite 2700  
San Francisco, California 94105

Re: Pleasure Cove Marina, LLC's July 25, 2018 Government Claims Act Claim

Dear Ms. Yuan:

Notice is hereby given that the above claim, dated July 25, 2018, which you presented to the Solano County Water Agency with your letter dated July 25, 2018, was rejected on August 13, 2018.

## WARNING

Subject to certain exceptions, you have only 6 months after the date this notice was personally delivered or deposited in the mail to file a court action on the claim. See Government Code Section 945.6.

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

This notice applies only to causes of action for which a claim is mandated by California Government Code Sections 900, et. seq. Other causes of action, including those arising under federal law, if any, may have shorter time limitations for filing.

Sincerely,

810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688  
(707) 451-6090  
Fax (707) 451-6099  
Scwa2.com



G. Geoffrey Robb  
Joshua E. Kirsch  
Michael J. Cummins  
Jennifer T. Sanchez  
Mark E. Lovell, Jr.  
Joshua A. Southwick  
Michelle L. Tommey  
Chelsea D. Yuan  
Marisa G. Huber  
C. Joseph Ou  
Anna G. Wald

\* Also Admitted in Hawaii

**GIBSON ROBB & LINDH LLP**  
201 Mission Street, Suite 2700  
San Francisco, CA 94105

[www.gibsonrobb.com](http://www.gibsonrobb.com)

Telephone (415) 348-6000

Facsimile (415) 348-6001

*Of Counsel*  
Stanley L. Gibson  
Peter A. Lindh

Writer's Direct Dial  
(415) 979-2326

[cyuan@gibsonrobb.com](mailto:cyuan@gibsonrobb.com)

July 25, 2018

**RECEIVED**  
JUL 30 2018

**Via Certified Mail, Return Receipt Requested:**

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

**SOLANO COUNTY WATER AGENCY**

**Re: Robert Trieber v. Pleasure Cove Marina, L.L.C.**  
Napa County Superior Court Case No. 17CV001436  
Our File No. 8004.79

To Whom It May Concern,

This will serve as notice of PLEASURE COVE MARINA, LLC's claim against the SOLANO COUNTY WATER AGENCY pursuant to the California Tort Claims Act (California Government Code §§810-996.6).

On behalf of Pleasure Cove Marina, LLC, we hereby demand that the Solano County Water Agency indemnify Pleasure Cove Marina, LLC, in the event that Pleasure Cove Marina, LLC, is found to be negligent and have any liability to Plaintiff Robert Trieber in connection with Napa County Superior Court Case No. 17CV001436 entitled *Robert Trieber, Plaintiff, v. Pleasure Cove Marina, L.L.C., and Does 1-25 inclusive* (non-limited civil case). Enclosed please find a copy of Plaintiff's Complaint, as well as the Answer filed by our office on behalf of Pleasure Cove Marina, LLC, demonstrating that our office is the legal representative of Pleasure Cove Marina, LLC, in this matter.

Re: Robert Trieber v. Pleasure Cove Marina, L.L.C.

July 25, 2018

Page 2 of 2

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Plaintiff Robert Trieber is alleging that he suffered personal injury, including but not limited to injury to his right big toe, on June 18, 2016, at about 5:00 p.m., when he entered Lake Berryessa while playing with his friends on a floating island. He alleges that his toe was cut on a low lying metal cable submerged underneath the water. According to Plaintiff's discovery responses, it appeared that "the cable was likely discarded from a prior year's use, as it was not attached to anything in a direct manner." Plaintiff is claiming premises liability and negligence against Pleasure Cove Marina, LLC.

Solano County Water Agency operates, maintains, and administers the Monticello Dam which created Lake Berryessa, and therefore is responsible for Plaintiff's alleged injury from a submerged cable in the lake waters and lakebed.


In discovery responses, Plaintiff stated his damages to be \$500,000, including pain, suffering, and inconvenience; emotional distress; and medical expenses. He is also making a claim for future medical expenses but has not specified an amount, instead stating, "Per expert(s)." Attached please find a copy of Plaintiff's statement of damages.

Pleasure Cove Marina, LLC, hereby submits this claim for indemnity within six months of service of Plaintiff's complaint in full compliance with California Government Code §901. The date of service was February 26, 2018. Therefore, the claim is timely.

Please address your response to Pleasure Cove Marina, LLC's claim to our attention. Please contact our office with any questions that you may have.

Very truly yours,

GIBSON ROBB & LINDH LLP

  
Chelsea D. Yuan

CDY/cil  
Enclosures

1 K. DOUGLAS ATKINSON, ESQ. Bar No. 264790  
2 ATKINSON & ASSOCIATES  
3 710 Central Avenue  
4 San Francisco, CA 94117  
5 Phone: (415) 793-7819  
6 Fax: (415) 440-7819  
7 Email: doug@accidentlawsf.com

8 Attorneys for Plaintiff ROBERT TRIEBER

**FILED**

DEC 18 2017

Clerk of the Napa Superior Court

By [Signature]  
Deputy

CASE MANAGEMENT CONFERENCE  
DATE: 5-29-18  
TIME: 8:30am  
PLACE: Courtroom P  
825 Brown Street, Napa, CA 94559

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF NAPA (UNLIMITED JURISDICTION)

10 ROBERT TRIEBER,

11 Plaintiff,

12 v.

13 PLEASURE COVE MARINA, L.L.C.,  
14 and DOES 1-25, inclusive,

15 Defendants.

Case No.: 17CV001436

COMPLAINT FOR DAMAGES  
(PREMISES LIABILITY/NEGLIGENCE)

DELAY REDUCTION CASE

16 Plaintiff ROBERT TRIEBER (hereinafter "Plaintiff" or "Trieber") alleges as follows  
17 as to Defendant PLEASURE COVE MARINA, L.L.C. (hereinafter referred to as  
18 "Defendant or "Pleasure Cove"):

20 1. Plaintiff believes that at all relevant times Defendant Pleasure Cove was a  
21 resort operation doing business at 128 Highway, #6100 in the City and County of Napa and  
22 the State of California.

23 2. Plaintiff does not presently know the true names and capacities of the  
24 defendants sued herein as Does 1 through 25 inclusive. Plaintiff will seek leave of court to  
25 amend this complaint to allege said defendants' true name and capacities as soon as  
26 Plaintiff ascertains them.  
27

RECEIVED

DEC 18 2017

Complaint for Damages - Premises Liability

Napa Superior Court

# Claim Form

(A claim shall be presented by the claimant or by a person acting on his behalf.)

<b>NAME OF DISTRICT:</b> Solano County Water Agency									
<b>1</b>	<p>Claimant name, address (mailing address if different), phone number, social security number, e-mail address, and date of birth.</p> <p><i>Effective January 1, 2010, the Medicare Secondary Payer Act (Federal Law) requires the District/Agency to report all claims involving payments for bodily injury and/or medical treatments to Medicare. As such, if you are seeking medical damages, we <b>MUST</b> have both your Social Security Number and your date of birth.</i></p> <table border="0"> <tr> <td>Name: Pleasure Cove Marina, LLC</td> <td>Phone Number: ( 415 ) 348-6000</td> </tr> <tr> <td>Address(es): c/o Chelsea D. Yuan, Esq.</td> <td>Social Security No.: N/A</td> </tr> <tr> <td>GIBSON ROBB &amp; LINDH LLP</td> <td>Date of Birth: N/A</td> </tr> <tr> <td>201 Mission Street, Suite 2700, San Francisco, CA 94105</td> <td>E-mail: cyuan@gibsonrobb.com</td> </tr> </table>	Name: Pleasure Cove Marina, LLC	Phone Number: ( 415 ) 348-6000	Address(es): c/o Chelsea D. Yuan, Esq.	Social Security No.: N/A	GIBSON ROBB & LINDH LLP	Date of Birth: N/A	201 Mission Street, Suite 2700, San Francisco, CA 94105	E-mail: cyuan@gibsonrobb.com
Name: Pleasure Cove Marina, LLC	Phone Number: ( 415 ) 348-6000								
Address(es): c/o Chelsea D. Yuan, Esq.	Social Security No.: N/A								
GIBSON ROBB & LINDH LLP	Date of Birth: N/A								
201 Mission Street, Suite 2700, San Francisco, CA 94105	E-mail: cyuan@gibsonrobb.com								
<b>2</b>	<p>List name, address, and phone number of any witnesses.</p> <p>Name: Robert Trieber</p> <p>Address: c/o Doug Atkinson, Esq., Attorney-at-Law, ATKINSON &amp; ASSOCIATES, 710 Central Ave., San Francisco, CA 94117</p> <p>Phone Number: ( 415 ) 793-7819</p>								
<b>3</b>	<p>List the date, time, place, and other circumstances of the occurrence or transaction, which gave rise to the claim asserted.</p> <p>Date: 6/18/16      Time: 5:00 p.m.      Place: Lake Berryessa</p> <p>Tell What Happened (give complete information): Plaintiff Robert Trieber filed suit in Napa County Superior Court against Pleasure Cove Marina alleging premises liability and negligence. Trieber claims that he suffered personal injury, including but not limited to injury to his right big toe, on 6/18/16 at 5:00 p.m., when he entered Lake Berryessa while playing with his friends on a floating island, and his toe was cut on a low lying metal cable submerged underneath the water. Attached please find Plaintiff's Complaint and letter from Pleasure Cove Marina's counsel for more information.</p> <p><b>NOTE: Attach any photographs you may have regarding this claim.</b></p>								
<b>4</b>	<p>Give a general description of the indebtedness, obligation, injury, damage, or loss incurred so far as it may be known at the time of presentation of the claim.</p> <p>Pleasure Cove Marina demands that Solano County Water Agency indemnify Pleasure Cove Marina in the event that Pleasure Cove Marina is found to be negligent and have any liability to Plaintiff Robert Trieber in connection with the Napa County Superior Court Case No. 17CV001436. Please see attached documents for more information.</p>								
<b>5</b>	<p>Give the name or names of the public employee or employees causing the injury, damage, or loss, if known.</p> <p>The names of the Solano County Water Agency employees are not currently known.</p>								
<b>6</b>	<p>The amount claimed if it totals less than ten thousand dollars (\$10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds ten thousand dollars (\$10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a limited civil case.</p> <p>The Indemnity claim exceeds \$10,000 based on the underlying case of Trieber v. Pleasure Cove Marina (non-limited civil case) and Trieber's claimed damages therein.</p>								
<p>Date: July 25, 2018      Time: 3:40 p.m.      Signature: <i>Chelsea Yuan</i></p> <p><b>ANSWER ALL QUESTIONS. OMITTING INFORMATION COULD MAKE YOUR CLAIM LEGALLY INSUFFICIENT!</b></p>									

3. At all times mentioned, Defendant was in possession and control of the above-described premises and operated a resort operation on the premises.

4. Being a resort operation whose patrons were business invitees of Defendant Pleasure Cove, Defendant had a duty to keep its premises safe for patrons' use.

5. On June 18, 2016, at or about 5:00 pm, Plaintiff Trieber was a business invitee of Defendant and was seriously injured by a dangerous condition on the premises, to wit, there was a steel cable submerged in the lake not visible to Defendant's business invitees. When Plaintiff Trieber entered the lake, the subject steel cable sliced open his right big toe causing heavy bleeding and severing the nerve.

6. The premises were maintained by Defendant in a negligent manner.

7. Defendant's acts and/or omissions caused a dangerous and hazardous condition to exist on the premises, to wit, a submerged steel cable with the capacity to cause grievous injury to business invitees swimming in the lake.

8. The Defendant had both actual and constructive notice of the above condition.

9. Plaintiff sustained a permanent injury to the nerve of his right big toe that has caused permanent damage and disability.

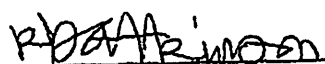
WHEREFORE, Plaintiff prays for judgment as follows:

1. For general damages according to proof;
2. For medical and related expenses according to proof;
3. For pre- and/or post-judgment interest, where pursuant to California law;
4. For other economic damages according to proof;
5. For costs of suit herein incurred;
6. For such other and further relief as the court may deem just and proper.

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Plaintiff further prays for a trial by jury.

Dated: December 14, 2017

  
K. DOUGLAS ATKINSON, ESQ.  
ATKINSON & ASSOCIATES  
Attorneys for Plaintiff  
ROBERT TRIEBER

1 MARKER E. LOVELL (208659)  
2 CHELSEA D. YUAN (240559)  
3 GIBSON ROBB & LINDH LLP  
201 Mission Street, Suite 2700  
San Francisco, California 94105  
Telephone: (415) 348-6000  
4 Facsimile: (415) 348-6001  
Email: mlovell@gibsonrobb.com  
5 cyuan@gibsonrobb.com

FILED  
3/16/2018 11:05 AM  
Clerk of the Napa Superior Court  
By: Bethsaida Lopez, Deputy

6 Attorneys for Defendant  
7 PLEASURE COVE MARINA, LLC

8  
9 THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 IN AND FOR THE COUNTY OF NAPA  
11 (CIVIL UNLIMITED)

12  
13 ROBERT TRIEBER,  
14 Plaintiff,

15 v.

16  
17 PLEASURE COVE MARINA, L.L.C., and  
18 DOES 1-25, inclusive,  
19 Defendants.

Case No. 17CV001436

DEFENDANT PLEASURE COVE  
MARINA, L.L.C.'S ANSWER TO  
PLAINTIFF ROBERT TRIEBER'S  
COMPLAINT FOR DAMAGES

Complaint filed: December 19, 2017

20  
21 Defendant PLEASURE COVE MARINA, LLC ("Defendant") answers the unverified  
22 Complaint of Plaintiff ROBERT TRIEBER ("Plaintiff") as follows:

23 Pursuant to California Code of Civil Procedure § 431.30(d), Defendant generally denies  
24 each and every allegation in Plaintiff's complaint. Defendant further denies, both generally and  
25 specifically, that Plaintiff is, ever has been, or will be damaged as alleged or otherwise by an act  
26 or omission of Defendant, or that Plaintiff is, or will be entitled to any relief against Defendant as  
27 alleged or otherwise.

28 ///



1 **AFFIRMATIVE DEFENSES**

2 **FIRST AFFIRMATIVE DEFENSE**

3 Plaintiff's Complaint, and each and every cause of action purported to be set forth  
4 therein, fails to allege facts sufficient to state a claim against Defendant upon which relief can be  
5 granted.

6 **SECOND AFFIRMATIVE DEFENSE**

7 Defendant alleges that Plaintiff failed and refused to take reasonable steps to avoid,  
8 remedy, cure, or mitigate his damages as alleged in Plaintiff's Complaint, and is therefore now  
9 barred from any recovery in the present action as a result of and to the extent of such failure and  
10 refusal.

11 **THIRD AFFIRMATIVE DEFENSE**

12 Plaintiff did not exercise ordinary care, caution, or prudence in this incident and the  
13 resulting accident and damages, if any, were proximately caused and contributed to by Plaintiff's  
14 own negligence.

15 **FOURTH AFFIRMATIVE DEFENSE**

16 The incident involved herein and any resulting injuries or damages, if any, were caused or  
17 contributed to by acts and/or omissions of third parties over whom Defendant has no control.

18 **FIFTH AFFIRMATIVE DEFENSE**

19 Plaintiff's Complaint, and each cause of action thereof, is barred on the grounds that  
20 Defendant's property and/or conduct referred to in the Complaint were not a substantial factor in  
21 bringing about the injuries and damages complained of by Plaintiff.

22 **SIXTH AFFIRMATIVE DEFENSE**

23 Plaintiff's claims are barred by applicable statutes of immunity, including but not limited  
24 to California Civil Code §846.

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**SEVENTH AFFIRMATIVE DEFENSE**

Plaintiff assumed the risk of injury and/or damages resulting from the matters set forth in Plaintiff's Complaint and said assumption of the risk by Plaintiff was the proximate and/or legal cause of Plaintiff's damages, if any, and either bars or proportionately reduces Plaintiff's right to recovery, if any.

**EIGHTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred by the doctrines of waiver and estoppel.

**NINTH AFFIRMATIVE DEFENSE**

The damages complained of in Plaintiff's Complaint, if and to the extent they occurred, the occurrence of which is expressly denied, were solely caused or contributed to by Plaintiff's own recklessness, carelessness, and/or negligence. Plaintiff's recovery from Defendant, if any, must be reduced by his comparative fault.

**TENTH AFFIRMATIVE DEFENSE**

Plaintiff's damages, if any, were caused solely or contributed to by Plaintiff's failure to exercise due care for his own safety, and his damages should be reduced accordingly.

**ELEVENTH AFFIRMATIVE DEFENSE**

Defendant denies that Plaintiff has sustained any damage or loss by reason of any act, error, omission, or strict liability on the part of Defendant, because the damages complained of in Plaintiff's Complaint, if and to the extent they occurred, were solely caused or contributed to by the conduct of third parties for which Defendant is not responsible. If it is established that Plaintiff suffered any damage or loss and that Defendant is liable in any amount or at all to Plaintiff, which Defendant denies, the amount of any such damage or loss must be apportioned according to Plaintiff's comparative negligence among others whose negligence and improper acts caused and contributed to such damage or loss suffered by Plaintiff.

**TWELFTH AFFIRMATIVE DEFENSE**

The incident and Plaintiff's damages, if any, were proximately caused by an unforeseeable, independent, intervening and/or superseding event beyond the control of, and unrelated to any conduct of, Defendant.

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**THIRTEENTH AFFIRMATIVE DEFENSE**

Plaintiff's damages, if any, were caused by an act of God, rather than the action or inaction of Defendant.

**FOURTEENTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred by the doctrines of laches and/or unclean hands.

**FIFTEENTH AFFIRMATIVE DEFENSE**

All activities of Defendant alleged in Plaintiff's Complaint conformed to statutes, governmental regulations, and industry standards based upon the state of knowledge existing at the time alleged in Plaintiff's Complaint and each cause of action stated therein.

**SIXTEENTH AFFIRMATIVE DEFENSE**

The injuries complained of in Plaintiff's Complaint, if and to the extent they occurred, which is expressly denied, pre-existed or were suffered after the events alleged in Plaintiff's Complaint, and said injuries or illnesses were neither caused nor exacerbated by said events.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

Defendant alleges that Plaintiff's damages, if any, resulted from Plaintiff's wrongful and/or intentional conduct.

**EIGHTEENTH AFFIRMATIVE DEFENSE**

Plaintiff's claims may be barred by any applicable statute of limitations under California law, including, without limitation, California Code of Civil Procedure §§ 312, 335.1, 338, 338.1, 340 and 340.2, and 343.

**NINETEENTH AFFIRMATIVE DEFENSE**

Defendant claims the benefit of any and all provisions of any contracts, agreements, and/or any other writing among the parties to the subject action.

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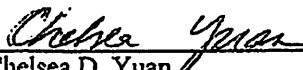
WHEREFORE Defendant demands judgment against Plaintiff as follows:

1. For judgment that Defendant has no liability to Plaintiff;
2. For costs according to proof;
3. If Defendant is found liable, the degree of responsibility and liability is in proportion to its total responsibility for same; and
4. For such other and further relief as the Court may deem just and proper.

Respectfully submitted,

Dated: March 16, 2018

GIBSON ROBB & LINDH LLP

  
Chelsea D. Yuan  
Attorneys for Defendant  
PLEASURE COVE MARINA, L.L.C.

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**- DO NOT FILE WITH THE COURT -**  
**- UNLESS YOU ARE APPLYING FOR A DEFAULT JUDGMENT UNDER CODE OF CIVIL PROCEDURE § 585 -**

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): K. Douglas Atkinson, Esq., SBN 264790 ATKINSON & ASSOCIATES 710 Central Avenue San Francisco, CA 94117 ATTORNEY FOR (name): Plaintiff Robert Trieber		TELEPHONE NO.: 415-793-7819	FOR COURT USE ONLY          CASE NUMBER: 17 CV 001436
SUPERIOR COURT OF CALIFORNIA, COUNTY OF NAPA STREET ADDRESS: 825 Brown Street MAILING ADDRESS: CITY AND ZIP CODE: Napa, CA 94559 BRANCH NAME:			
PLAINTIFF: Robert Trieber DEFENDANT: Pleasure Cove Marina, L.L.C., et al.			
STATEMENT OF DAMAGES (Personal Injury or Wrongful Death)			

To (name of one defendant only): Pleasure Cove Marina, L.L.C.  
 Plaintiff (name of one plaintiff only): Robert Trieber  
 seeks damages in the above-entitled action, as follows:

- |   | AMOUNT           |
|---|------------------|
| 1. General damages  |                  |
| a. <input checked="" type="checkbox"/> Pain, suffering, and inconvenience .....   | \$ 500,000.00    |
| b. <input checked="" type="checkbox"/> Emotional distress .....   | \$ see 1a.       |
| c. <input type="checkbox"/> Loss of consortium .....  | \$               |
| d. <input type="checkbox"/> Loss of society and companionship (wrongful death actions only) .....                                   | \$               |
| e. <input type="checkbox"/> Other (specify) .....   | \$               |
| f. <input type="checkbox"/> Other (specify) .....   | \$               |
| g. <input type="checkbox"/> Continued on Attachment 1.g.  |                  |
| 2. Special damages  |                  |
| a. <input checked="" type="checkbox"/> Medical expenses (to date) .....   | \$ see 1a.       |
| b. <input checked="" type="checkbox"/> Future medical expenses (present value) .....  | \$ Per expert(s) |
| c. <input type="checkbox"/> Loss of earnings (to date) .....  | \$               |
| d. <input type="checkbox"/> Loss of future earning capacity (present value) .....   | \$               |
| e. <input type="checkbox"/> Property damage .....   | \$               |
| f. <input type="checkbox"/> Funeral expenses (wrongful death actions only) .....  | \$               |
| g. <input type="checkbox"/> Future contributions (present value) (wrongful death actions only) .....                                | \$               |
| h. <input type="checkbox"/> Value of personal service, advice, or training (wrongful death actions only) .....                      | \$               |
| i. <input type="checkbox"/> Other (specify) .....   | \$               |
| j. <input type="checkbox"/> Other (specify) .....   | \$               |
| k. <input type="checkbox"/> Continued on Attachment 2.k.  |                  |
| 3. <input type="checkbox"/> Punitive damages: Plaintiff reserves the right to seek punitive damages in the amount of (specify).. \$ |                  |
| when pursuing a judgment in the suit filed against you.   |                  |

Date: April 10, 2018

Robert Trieber

(TYPE OR PRINT NAME)

  
 (SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

(Proof of service on reverse)

Page 1 of 2

PLAINTIFF: Robert Trieber	CASE NUMBER:
DEFENDANT: Pleasure Cove Marina, L.L.C., et al.	17 CV 001436

## PROOF OF SERVICE

(After having the other party served as described below, with any of the documents identified in item 1, have the person who served the documents complete this Proof of Service. Plaintiff cannot serve these papers.)

## 1. I served the

- a. ☐ Statement of Damages ☐ Other (specify):
- b. on (name):
- c. by serving ☐ defendant ☐ other (name and title or relationship to person served):
- d. ☐ by delivery ☐ at home ☐ at business  
 (1) date:  
 (2) time:  
 (3) address:
- e. ☐ by mailing  
 (1) date:  
 (2) place:

## 2. Manner of service (check proper box):

- a. ☐ Personal service. By personally delivering copies. (CCP § 415.10)
- b. ☐ Substituted service on corporation, unincorporated association (including partnership), or public entity. By leaving, during usual office hours, copies in the office of the person served with the person who apparently was in charge and thereafter mailing (by first-class mail, postage prepaid) copies to the person served at the place where the copies were left. (CCP § 415.20(a))
- c. ☐ Substituted service on natural person, minor, conservatee, or candidate. By leaving copies at the dwelling house, usual place of abode, or usual place of business of the person served in the presence of a competent member of the household or a person apparently in charge of the office or place of business, at least 18 years of age, who was informed of the general nature of the papers, and thereafter mailing (by first-class mail, postage prepaid) copies to the person served at the place where the copies were left. (CCP § 415.20(b)) (Attach separate declaration or affidavit stating acts relied on to establish reasonable diligence in first attempting personal service.)
- d. ☐ Mail and acknowledgment service. By mailing (by first-class mail or airmail, postage prepaid) copies to the person served, together with two copies of the form of notice and acknowledgment and a return envelope, postage prepaid, addressed to the sender. (CCP § 415.30) (Attach completed acknowledgment of receipt.)
- e. ☐ Certified or registered mail service. By mailing to an address outside California (by first-class mail, postage prepaid, requiring a return receipt) copies to the person served. (CCP § 415.40) (Attach signed return receipt or other evidence of actual delivery to the person served.)
- f. ☐ Other (specify code section):  
☐ additional page is attached.

3. At the time of service I was at least 18 years of age and not a party to this action.

4. Fee for service: \$

## 5. Person serving:

- a. ☐ California sheriff, marshal, or constable
- b. ☐ Registered California process server
- c. ☐ Employee or independent contractor of a registered California process server
- d. ☐ Not a registered California process server
- e. ☐ Exempt from registration under Bus. & Prof. Code § 22350(b)

f. Name, address and telephone number and, if applicable, county of registration and number:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

\_\_\_\_\_  
 (SIGNATURE)

(For California sheriff, marshal, or constable use only)  
 I certify that the foregoing is true and correct.

Date:

\_\_\_\_\_  
 (SIGNATURE)

1 K. DOUGLAS ATKINSON, ESQ., SBN 264790  
2 ATKINSON & ASSOCIATES  
3 710 Central Avenue  
4 San Francisco, CA 94117  
5 Telephone: (415) 793-7819  
6 Facsimile: (415) 440-7819  
7 doug@accidentlawsf.com

8 Attorneys for Plaintiff ROBERT TRIEBER

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SUPERIOR COURT OF CALIFORNIA  
COUNTY OF NAPA (UNLIMITED JURISDICTION)

ROBERT TRIEBER,

Plaintiff,

v.

PLEASURE COVE MARINA, LLC., and  
DOES 1-25, inclusive,

Defendants.

Case No.: 17 CV 001436

**PLAINTIFF'S OBJECTIONS TO  
DEFENDANT'S REQUEST FOR  
STATEMENT OF DAMAGES**

**TO DEFENDANT AND ITS ATTORNEYS OF RECORD:**

PLAINTIFF ROBERT TRIEBER HEREBY RESPONDS TO DEFENDANT PLEASURE  
COVE MARINA, LLC'S REQUEST FOR STATEMENT OF DAMAGES AS FOLLOWS:

Plaintiff objects to this Request on the grounds and to the extent that it seeks in-  
formation protected from disclosure by the attorney work-product and attorney client  
privileges, and on the grounds and to the extent that it seeks the premature disclosure  
of experts, and documents within the possession of plaintiff's retained expert consult-  
ants, in violation of C.C.P. § 2034.210 *et seq.* Plaintiff further objects to this Request  
on the grounds that Plaintiff shall not be limited at trial by the damages set forth in a  
Statement of Damages as held in *Damele v. Mack Trucks, Inc.* (1990) 219 Cal.App.3d



1 29, and other statutory authority and legal precedent. Subject to and without waiver of  
2 the foregoing objections, Plaintiff responds as follows: Plaintiff's Statement of Damages  
3 shall conform to proof and reflect the amount alleged by Plaintiff, and ultimately the  
4 amount determined by the jury at trial.  
5

6  
7 Dated: 4/11/2018


By: K. Douglas Atkinson  
K. Douglas Atkinson, Esq.  
ATKINSON & ASSOCIATES  
Attorneys for Plaintiff  
ROBERT TRIEBER

**PROOF OF SERVICE**

I, the undersigned, declare:

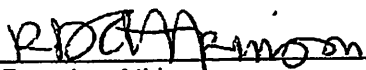
I am a resident of the State of California and over the age of eighteen years, and not a party to this action. My business address is LAW OFFICES OF ATKINSON & ASSOCIATES, 710 Central Avenue, San Francisco, 94117. I served, or caused to be served, the following:

**PLAINTIFF'S OBJECTION TO, AND STATEMENT OF DAMAGES**

- \_\_\_\_\_ by transmitting on this date via email the above listed document(s).
-  by placing a true copy of the document(s) listed above in a sealed envelope, with postage fully prepaid, into U.S. Mail addressed as set forth below.
- \_\_\_\_\_ by causing personal delivery of the document(s) listed above to the person(s) at the address(es) as set forth below.
- \_\_\_\_\_ by Federal Express for delivery the following business day by placing same for collection in a Federal Express Deposit Box/Office to the business address set forth below.

Counsel for Defendant  
[FACSIMILE: (415) 348-6001]  
[mlovell@gibsonrobb.com  
cyuan@gibsonrobb.com]  
Marker E. Lovell, Esq.  
Chelsea D. Yuan, Esq.  
Gibson Robb & Lindh LLP  
201 Mission Street, Suite 2700  
San Francisco, CA 94105

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on 4/11, 2018, at San Francisco, California.

  
K. Douglas Atkinson

**ACTION OF  
SOLANO COUNTY WATER AGENCY**

**DATE:** September 13, 2018

**SUBJECT:** Continuation of Lower Putah Creek Salmon Study

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**RECOMMENDATIONS:**

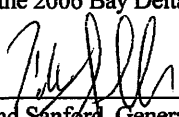
Authorize General Manager to sign \$130,000 contract amendment with UC Davis for continuation of Lower Putah Creek Salmon Study through FY 2018-2019.

**FINANCIAL IMPACT:**

\$130, 000; sufficient funds are available in the FY 2018-2019 Solano Project budget.

**BACKGROUND:**

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

Recommended:   
Roland Sanford, General Manager

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

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I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on September 13, 2018 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

The Water Agency has an existing contract with UC Davis for fisheries investigations performed for the Lower Putah Creek Coordinating Committee (the Water Agency is a member of the Lower Putah Creek Coordinating Committee and serves as the Committee's fiscal agent). The original contract was for \$69,019 and was signed in 2003. Since then there have been five contract amendments, which collectively have increased the contract value from \$69,019 to \$460,708. The proposed \$130,000 contract amendment (see attached) for the Lower Putah Creek Salmon Study would be the sixth contract amendment and the second that was for work funded by the Water Agency, as opposed to the LPCCC.

**RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:**

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

**SOLANO COUNTY WATER AGENCY**  
**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

AMENDMENT NUMBER: 6

CONTRACTOR: UC Davis Contract #03-00206VR

EFFECTIVE DATE: September 14, 2018

PROJECT: Lower Putah Creek Chinook Salmon Study

**DESCRIPTION OF AMENDMENT:**

1. Add scope of work presented in Exhibit A.
2. Increase compensation limit by \$130,000, from \$460,708 to \$590,708 for continuation of Lower Putah Creek Chinook Salmon Study through fiscal year 2018-2019.

**SIGNATURES:**

Solano County Water Agency,  
A Public Agency

The Regents of the University of CA

By: \_\_\_\_\_  
Roland Sanford, General Manager  
Solano County Water Agency

By: \_\_\_\_\_  
Brian D. Russ  
Contracts & Grants Officer

## Origin and Abundance of Fall-Run Chinook Salmon in Putah Creek

Peter Moyle, Michael Miller, Gabriel Singer, and Eric Chapman

University of California, Davis

### Background & Objectives

Putah Creek historically supported a population of fall run Chinook salmon *Oncorhynchus tshawytscha* (Yoshiyama et al. 2000). Monticello Dam was completed in 1957, preventing access to spawning habitat in the Berryessa Valley. During low flow conditions of the 1990s, fall-run Chinook salmon were only occasionally present in the creek in very small numbers. Recently, Putah Creek has been actively managed to promote salmon returns and spawning conditions in the creek. On average, surveys found fewer than 10 Chinook salmon in Putah Creek (Moyle 2015). However, in the fall of 2014 Chinook salmon numbers were estimated to be around 200 individuals (Moyle 2015) and in the fall of 2015 there were an estimated 700 spawners in the creek (Peter Moyle, pers. comm.). We propose to genotype and assign juvenile Chinook salmon to parental pairs which will enable us to develop a pedigree for Putah Creek Chinook salmon. We will be able to determine if fish are full or half siblings (sibships) and estimate successful spawner abundance. By sampling adults in Putah Creek we will learn if the fish are strays from hatcheries each year or if some of the offspring spawned in Putah Creek are returning to their natal stream. We will also learn more about the timing of juvenile outmigration, juvenile survival, and environmental factors associated with migration and mortality. It is likely that information will also be collected on out-migrations of juvenile Pacific lamprey as well.

This project will be multi-disciplinary and will involve cross-campus and agency collaboration. We have been communicating with Colin Purdy in the North Central Region of the Department of Fish and Wildlife (DFW). His office has agreed to lend us one of their backup Rotary Screw Traps contingent upon 1) a scientific collecting permit being in place, 2) us agreeing to pull the trap should DFW need it, and 3) a Memorandum of Understanding being signed that places the liability of replacing or repairing the trap on the Solano County Water Agency. The Solano County Water Agency has agreed to sign the MOU in the unlikely event it is damaged beyond repair. Three laboratories (Moyle, Klimley, and Miller) at the University of California Davis will be collaborating on this project.

### Methods/Techniques

We propose to determine the outmigration timing and relative abundance of juvenile Chinook salmon by operating a rotary screw trap (RST) in lower Putah Creek. We also propose to determine outmigration survival by injecting each fish caught in the RST with a Passive Integrated Transponder (PIT) tag. We will deploy PIT tag antennas in at least two locations below the RST to determine survival through each reach, and hope to deploy two stations above the trap. We would like to capture some juveniles that are rearing in the upper reaches to look at their movements from their rearing habitat down through Putah Creek. We have 8-10 PIT tag antennas that we can use on the project, and will likely need to deploy two to three in each location. We will tend the RST a minimum of once daily, increasing to two times per day during peak emigration and/or high flows as necessary to clean the trap and minimize any predation in the trap. We will evacuate the stomach contents of any predator greater than 70mm by pulsed gastric lavage (Hartleb and Moring 1995). If we find that we are capturing more predators than expected, and that they are consuming juvenile salmon, we will add cover to the live box to provide protection from these predators or increase frequency of trap checking. Each time the trap is tended we will collect the following data: revolutions of the cone, amount of debris, water velocity, water temperature, dissolved oxygen, fish counts by species, and mortalities in the trap. We will collect information on any mortalities in an attempt to determine if the mortality was prior to or after being captured in the trap. We will install a temperature logger in the trap and compare it with daily measurements taken with a handheld YSI meter. Temperature information will be used to determine whether or not there is a correlation with emigration timing and temperature. Prior to the season, and

**EXHIBIT A**

**Origin and Abundance of Chinook Salmon in Putah Creek**

**2018/2019 Proposal**

**Peter Moyle, Andrew Rypel, Nann Fanguie, and Michael Miller**

**University of California, Davis**

## **Background & Objectives(5)**

Putah Creek historically supported a population of fall-run Chinook salmon, *Oncorhynchus tshawytscha* (Yoshiyama et al. 2000). Monticello Dam was completed in 1957, preventing access to spawning habitat in the Berryessa Valley. During low flow conditions of the 1990s, fall-run Chinook salmon were only occasionally present in the creek in very small numbers. Recently, Putah Creek has been actively managed to promote salmon returns and spawning conditions in the creek. Prior to 2014, surveys found fewer than 10 Chinook salmon on average in Putah Creek (Moyle 2015). However, in fall 2014 Chinook salmon numbers increased and were estimated to be around 200 individuals (Moyle 2015), and in fall 2015, there were an estimated 700 spawners in the creek (Peter Moyle, unpublished). While most of these fish have been identified as 'strays' of Fall-Run Chinook from Central Valley hatcheries, some individuals may be a result of natural spawning in the creek or, based on run timing, strays of Late Fall Run Chinook. Furthermore, little is known on outmigration survival rates of juvenile salmon from Putah Creek, even though this type of information is actively being used for salmon management in other rivers in the Central Valley. Additional information on Putah Creek salmon would help determine the potential for Putah Creek to develop a fully self-sustaining run of Chinook salmon. Specific key questions about the Putah Creek salmon run include: (1) Are the adults all of hatchery origin or are some the result of natural spawning in the creek? (2) Are other runs (spring, late-fall) represented in the spawners? (3) Do the juveniles observed every year survive to return as adults? (4) What is the age and size of out-migrant juveniles? (5) When and why do the juveniles move out of the creek? (6) Are the juveniles present during the summer managing to migrate out of the system in fall? and (7) Are steelhead still present in Putah Creek?

In the past two years, we have developed a more systematic program of surveying abundance of juvenile out-migrants and adult carcasses, although high flows in 2016 limited sampling.

We propose to continue our sampling program for juvenile and adult Chinook salmon to estimate timing of juvenile outmigration, survival, and environmental factors associated with migration and mortality. We also propose to genotype and assign juvenile Chinook salmon to parental pairs which will enable us to develop a pedigree for Putah Creek Chinook salmon. We will be able to determine if fish are full or half siblings (sibships) and estimate successful spawner abundance. By sampling adult salmon in Putah Creek, we will then learn if the fish are strays from hatcheries each year or if some offspring spawned in Putah Creek are returning to Putah Creek as a natal stream.

Finally, we propose an analysis of existing electrofishing data on Putah Creek fishes collected over time each fall by Normandeau Associates. A synthesis of these data has long been lacking and an important goal from this work will be to see if native fishes have shown further expansion of their range and abundance in Putah Creek (beyond what is shown in Kiernan et al., 2012), as well as how the native and non-native fishes have responded to restoration projects, drought, and high flows.

This project will be multi-disciplinary and will involve cross-campus and agency collaboration. We have been communicating with Colin Purdy in the North Central Region of the Department of Fish and Wildlife (DFW). His office has agreed to lend us one of their backup Rotary Screw Traps contingent upon 1) a scientific collecting permit being in place, 2) us agreeing to pull the trap should DFW need it, and 3) a Memorandum of Understanding being signed that places the liability of replacing or repairing the trap on the Solano County Water Agency. The Solano County Water Agency has agreed to sign the MOU in the unlikely event it is damaged beyond repair. Four labs (Moyle, Fangue, Rypel, and Miller) at the University of California Davis will be collaborating on this project.



## **Methods**

### ***Juvenile Sampling***

We propose estimating outmigration timing and relative abundance of juvenile Chinook salmon by continued operation of a rotary screw trap (RST) in lower Putah Creek (Hasbrook Weir). We also propose to determine outmigration survival by surgically implanting a Juvenile Salmon Acoustic Telemetry (JSATS) transmitter in fish caught in the RST. Similar to 2017/2018, we will deploy JSATS receivers in at least two locations below the RST (Russell Ranch and Below Los Rios Check Dam) to determine survival of salmon to the Toe Drain. We will tend the RST a minimum of once daily, increasing to two times per day during peak emigration and/or high flows as necessary to clean the trap and minimize any predation in the trap. Each time the trap is tended, we will collect the following data: cone revolutions, quantity of debris, water velocity, water temperature, dissolved oxygen, fish counts by species, and mortalities. We will install a temperature logger in the trap and also collect daily readings taken with a handheld YSI meter. Temperature information will be used to determine whether a correlation exists between temperature and timing of juvenile salmon emigration. In addition to these data we will sample 50 juvenile salmon captured in the trap including length, weight, condition (scales, fins, and eyes), and a genetic tissue sample from up to 25 fish per day.

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

### ***Adult Sampling***

We propose a third year of carcass surveys to determine origin of adult Chinook salmon in Putah Creek. We will canoe the creek once per week to sample any adult carcasses we find. From each carcass, we will collect otoliths, tissue samples for genetics analyses, size information (length), and sex. We will also collect the head of each fish missing its adipose fin and send it to the California Department of Fish and Wildlife for coded wire tag (CWT) extraction. Coded wire tags will provide an exact age and origin of fish collected without an adipose fin for the purpose of verifying the samples from fish without a CWT. By sampling adults for a third year, we hope to determine if fish are returning to Putah Creek to spawn. In 2016/2017 we collected 126 carcasses and only one fish was likely born in Putah Creek.

### ***Electrofishing Data.***

The data is available in a spreadsheet provided by Normandeau Associates. Analyses of these data will be determined through discussion among project participants.

### ***Genomics***

We propose to genotype and assign juvenile Chinook salmon to parental pairs which will enable us to develop a pedigree for Putah Creek Chinook salmon. We will be able to determine if fish are full or half siblings (sibships) and estimate successful spawner abundance. Dr. Michael Miller will develop a separate plan for a study of the genomics of rainbow trout in the interdam reach. Are these fish capable of becoming steelhead? Is the population of

mixed origin from planted fish or is it a remnant of the native trout that once inhabited Putah Creek? One possibility is that we have a genetically distinct Putah Creek rainbow trout, as the result of mixed origins and isolation.

#### *Otolith studies*

Otolith samples will continue to be collected from adult carcasses, which will be archived by the California Department of Fish and Wildlife until used. If funding is available, otoliths will be polished and mounted for analysis by mass spectrometer, the determination of strontium isotope ratios. Because of the close resemblance of the strontium ratios from Putah Creek salmon to those of the Feather River, used of other elements (e.g., sulfur) will be investigated.

#### **Literature Cited**

- Duffy, W.G., E.P. Bjorkstedt, & C.S. Ellings. 2011. Predation on Juvenile Pacific Salmon *Oncorhynchus* spp. in downstream migrant traps in Prairie Creek, California. *North American Journal of Fisheries Management* 31:1, 151-164. DOI:10.1080/02755947.2011.562752
- Hartleb, C. F., and J. R. Moring. 1995. An improved gastric lavage device for removing stomach contents from live fish. *Fisheries Research* 24:261-265.
- Kiernan, J.D., P. B. Moyle, and P. K. Crain. 2012. Restoring native fish assemblages to a regulated California stream using the natural flow regime concept. *Ecological Applications*. 22:1472-1482.
- Moyle, Peter. 2015. Salmon finding a home in my backyard – Could it be? *California Water Blog UC Davis Center for Watershed Sciences*
- Music, P.A., J.P. Hawkes & M.S. Cooperman. 2010. Magnitude and causes of smolt mortality in rotary screw traps: An Atlantic salmon case study. *North American Journal of Fisheries Management*, 30:3, 713-722, DOI: 10.1577/M09-181.1
- Yoshiyama R.M., P.B. Moyle , E.R. Gerstung & F.W. Fisher. 2000. Chinook Salmon in the California Central Valley: An Assessment, *Fisheries*, 25:2, 6-20, DOI: 10.1577/1548-8446(2000)0252.0.CO;2

Start Date	7/1/2018	Non-NIH	Title: Putah Creek Chinook Salmon Monitoring					Proposal Due Date/Archive:				6/1/2018				
End Date:	6/30/2019		PI(s):					12 Months		0 Months	0 Months	0 Months	0 Months	12 Months		
PERSONNEL								Salary Basis		*	Escalation:				FY	3%
Name/Role:		Annual Salary	Project Period % Effort					Type	/12	Escal	Period 1	Period 2	Period 3	Period 4	Period 5	Total
			Per 1	Per 2	Per 3	Per4	Per5				7/1/18-6/30/19					
1	Staff Research Associate 4	69,600	50%					CAL	12		35,844	0	0	0	0	35,844
2	Undergraduate Research assistant	22,968	25%					CAL	12		5,914	0	0	0	0	5,914
3	Jr. Specialist	38,112	100%					CAL	12		39,255	0	0	0	0	39,255
Total Salaries											81,013	0	0	0	0	81,013

		FY Split:	12/0	0/0	0/0	0/0	0/0				Escalations to fringe?		Yes
Benefits by Person		Code	%	%	%	%	%	Period 1	Period 2	Period 3	Period 4	Period 5	Total
1	Staff Research Associate	D	52.5					18,818	0	0	0	0	18,818
2	Undergraduate Research	G	1.5					89	0	0	0	0	89
3	Jr. Specialist	C	40.1					15,741	0	0	0	0	15,741
Total Benefits								34,648	0	0	0	0	34,648
Total Personnel								115,661	0	0	0	0	115,661

<b>EQUIPMENT</b>											Total
											0
Total Equipment								0	0	0	0

<b>TRAVEL</b>					International?	Period 1	Period 2	Period 3	Period 4	Period 5	Total
					No						0
					Total Domestic Travel	0	0	0	0	0	0
					Total International Travel	0	0	0	0	0	0
Total Travel						0	0	0	0	0	0

#### OTHER DIRECT COSTS

<b>Materials and Supplies</b>					Period 1	Period 2	Period 3	Period 4	Period 5	Total
Truck Rental 800x 6mo					4,800					4,800
Nets					716					716
Anesthetics @ 95.99 + \$7.20 (tax) = \$103.19					103					103
Measuring board @ \$39.95 + \$2.99 (tax) = \$42.95 x 2					86					86
Scale @ \$351.20 + \$26.34 (tax) = 377.54					378					378
Hobo temperature logger = \$99.99 + \$7.50 (tax) = 107.49 ea x 5					537					537
Life jackets @ 87.99 + \$6.60 (tax) = \$94.59 x 2					189					189
Misc supplies (buckets, totes, gloves, rope, rite in the rain paper, pencils, stop watch) = \$1000.00 + \$75.00 (tax) = \$1075.00					1,075					1,075
Bismark Brown dye @ \$116 + \$8.70 (tax) = \$124.70					125					125
Diving Flashlight (LED Waterproof) \$90.99 + \$6.82 (tax) = \$97.81 x 3					293					293
PIT tags @ \$3.00 + \$0.23 (tax) = \$3.23 ea x 500					1,615					1,615
PIT tag antenna batteries 8 @ 99.99 + \$7.50 (tax) = 107.49 ea.					860					860
Coaxial cable for PIT tag antennas 1 spool @ \$104.99 + \$7.87 (tax) = \$112.86					113					113
Canoe poles @ \$333 ea. + \$24.98 (tax) = \$357.98 X 2					716					716
Total Materials and Supplies					11,606	0	0	0	0	11,606

<b>Publication Costs</b>							
							0
							0
							0
<b>Total Publication Costs</b>							0

<b>Consultant Services</b>											Total
											0

							0
							0
							0
<b>Total Consultant Services</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

GSR Tuition/Fees		Buy Down?		Using 18/19 Rates		P1	P2	P3	P4	P5	Total GSR Tuition/Fees:					
Name or Notes	Use Buydown	AY	Rates	#GSRs	#GSRs	#GSRs	#GSRs	#GSRs			0	0	0	0	0	0
	Resident	10%	17,962								0	0	0	0	0	0
	Resident	10%	17,962								0	0	0	0	0	0
	Non-Resident	10%	33,064								0	0	0	0	0	0
Single IRB Fees (NIH)				# per Period												
Site Name or Notes	Recharge Type (Choose:)	UC?	\$/per	P1	P2	P3	P4	P5			0	0	0	0	0	0
	On-Boarding- No Agreement	Non-UC	\$2,139								0	0	0	0	0	0
	On-Boarding - Agreement	Non-UC	\$1,337								0	0	0	0	0	0
	Continuing Review	Non-UC	\$1,070								0	0	0	0	0	0
Primate Center Costs				Type: Federal								0	0	0	0	0
																0
																0
																0
Other Expenses				Subject to IDC Calc?												
									Yes							0
									Yes							0
									Yes							0
									Yes							0
									Yes							0
									Yes							0
									Yes							0
									Yes							0
Other Expenses Subject to Indirect:											0	0	0	0	0	0
Other Expenses Excluded from Indirect:											0	0	0	0	0	0
Total Other Direct Costs											11,606	0	0	0	0	11,606
Total Direct Costs											127,267	0	0	0	0	127,267
Indirect Cost Base		Rate Type: Other: (Enter Info Below)									127,267	0	0	0	0	127,267
Indirect Costs		Base Type:		TC	Rate (%):		0.0%				0	0	0	0	0	0
Total Costs (Direct + Indirect)											\$127,267	\$0	\$0	\$0	\$0	\$127,267

# SOLANO COUNTY WATER AGENCY



## MEMORANDUM

**TO:** Board of Directors

**FROM:** Roland Sanford, General Manager

**DATE:** September 7, 2018

**SUBJECT:** September 2018 General Manager's Report

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### Water Professionals Appreciation Week October 6 – 14

October 6 – 14 is Water Professionals Appreciation Week (just saying). Water Professionals Appreciation week was established by Senate Concurrent Resolution (SCR) 80 and approved by the Legislature on September 13, 2017. Among other things, Water Professionals Appreciation Week provides an opportunity to showcase careers in the water industry. The water industry, particularly within the drinking and wastewater treatment sectors, is dominated by an aging workforce that is closing in on retirement, while at the same time often struggling to attract young recruits.

### Upper Putah Creek Watershed Watermaster

Speaking of aging workforces and the loss of institutional knowledge, it has been brought to our attention by the Upper Putah Creek Watershed Watermaster (Watermaster) that in recent years the State Water Resources Control Board's Division of Water Rights staff has been accepting water right applications for water diversions in the upper Putah Creek watershed, without conferring with the Watermaster. The Watermaster was appointed by the Court as part of the Condition 12 Settlement - one of the outcomes of the Putah Creek Water Cases litigation of the 1990's - to monitor water diversions in the Upper Putah Creek Watershed and ensure compliance with the Condition 12 Settlement. None of the Division of Water Rights staff that were involved or had anything to do with the Condition 12 Settlement are still with the Division of Water Rights and evidently, the new staff was largely unaware of the Condition 12 Settlement. We are in the process of educating the new staff at the Division of Water Rights and have requested that the Watermaster step up inspections and compliance monitoring efforts in the Upper Putah Creek Watershed.



# CONFIDENTIAL - SECURITY INFORMATION

## MEMORANDUM

DATE: 10/10/68

TO: SAC, NEW YORK

FROM: SAC, NEW YORK (100-100000)

SUBJECT: [REDACTED]

RE: [REDACTED]

NY 100-100000

1. [REDACTED]

NY 100-100000

2. [REDACTED]

3. [REDACTED]

4. [REDACTED]

5. [REDACTED]

6. [REDACTED]

7. [REDACTED]

8. [REDACTED]

9. [REDACTED]

10. [REDACTED]

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

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

**Construction Contracts (\$30,000 and less) - none**

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

Bowers Electric – Solano Project Electrician Support - \$25,000

Hiuga Diving Co – Dive support for Lindsey and Barker Sloughs - \$10,000

Wetland Construction – Green Valley Culvert Repair - \$19,350

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

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

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

# NEWSPAPER ARTICLES



RECEIVED

RECEIVED

# Requiem for a perc dam

I've been reading about a legal dispute over Phase 3 of the Putah Creek project. It reminded me to look back, in appreciation, at how far we've come in improving and preserving Putah Creek for us, and for those who come after us. The percolation dam which used to be just east of the railroad bridge (now the Pedestrian Bridge) probably presents a good historical chronology to use in tracing this Putah Creek realignment.

Let's go back to the 1930s. In 1929 a series of stock manipulations and poor banking practices had triggered the Great Depression. (Yes, I had the same thought.) One out of every four adults in America was unemployed. With no solution in sight, Congress passed in 1935 an Emergency Relief Act, granting President Franklin D. Roosevelt authority to issue Executive Order 7034, establishing the WPA (Works Progress Administration), a national public works program for the estimated 5 million men and women both skilled and unemployed. At its peak, the WPA employed over 3 million people with annualized monthly wages of about \$21,000 a year in today's dollars.

Everything you can think of got constructed: roads, bridges, schools, hospitals, auditoriums, you name it. This included, in Winters, a percolation dam designed by the Federal Division of Engineering and Construction. Up came our percolation dam. Designed to hold back water in streams, creeks and rivers, the dam would help control flooding and allow the excess water to "percolate" into the soil. "Percolation" was to help maintain local wells. Farmers in the Winters area brought large wood panels to the top of the Perc Dam, extending to the creek banks on each side, to increase the water "percolating" and increase the water supply at their well sites.

A 1964 study by the U.S. Geological Survey of ground water in Solano County specifically mentioned the Winters Percolation Dam and had a photo of it with flash boards installed. The study concluded that any effect of the dam on groundwater was highly localized and at the expense of groundwater recharge further downstream. Here's what makes this farmer effort interesting. It turns out that this type of dam, a common design used in multiple waterways across the United States by the WPA, had a design flaw. In simplest terms, when water flowed over the top of the dam in wet weather conditions, it caused an undertow back towards the dam.

The design flaw caused at least one death, to a boater in Washington State. With the farmers' wood bracing the dam, this could not happen. Surprisingly, this design flaw was still noticeable on our Perc Dam during the environmental review process in Phase 1. A picture tube was seen floating over the dam, only to be sucked back into it. Wow! In the 1950s a serious flood undermined the Perc Dam, and it was no longer viable. Since that time, for over 60 years, the Perc Dam has eroded. Crumbling concrete, exposed rebar, and partial collapse. The Putah Diversion Dam at the east side of Lake Solano was completed in 1957, diverting water flows through canals into Solano County.

By the 1960s Putah Creek west of the Trestle Bridge was a mess. Every kind of appliance, tires, truck frames, stripped cars, garbage, and containers had been thrown into the mud and silt of the

creek bed. Thickets, stickers, poison oak and non-native plants also clogged the creek in places up to the Diversion Dam. During this period, if there was water flowing, you could catch crawdads and bull frogs. Crawdads had a certain value. Instead of frogs, we had crawdads for dissection requirements in biology class. In the lab, out of the freezer they came, some still alive. I tried to pick a dead one, but who knows. Still leaves a sour taste since, to quote the movie "Jungle Boy", "there are only two reasons to kill an animal – to eat, or to avoid being eaten." That's enough digression.

Though used off and on since as a fishing site, swimming in the pond area itself was discouraged for years. This was due to (1) the swimming pool being a better alternative, and (2) to the not infrequent spillage of raw sewage into Putah Creek from the Sewer Treatment ponds (not to mention storm drain runoff). From the '60s on Putah Creek was considered basically unsafe and unhealthy. Further, the shallow pond abutting the dam produced water temperatures too high to facilitate fish coming up the creek. The only decent size fish I caught during this time was a sucker, and I was just dumb enough to try and cook it. Talk about bones. Given what went into the creek, it was probably best that I didn't succeed.

In the 1990s, prolonged drought severely cut water flows down Putah Creek, resulting in massive numbers of fish dead in the resulting dry creek bed. Litigation was initiated by the Putah Creek Council, the City of Davis and UC Davis against the Solano County Water Agency (SCWA) and the Solano Irrigation District (SID) to establish continuing flows of water into Putah Creek at the diversion dam. This litigation, brought under both the Public Trust doctrine and sections of the California Fish and Game Code, resulted in 2000 in the Putah Creek Accord – finally establishing a release schedule that guaranteed continuing flows. Raised from the dead like Lazarus, Putah Creek began to live again. Since 2000, Putah Creek has flowed year round and contributes about 10 cubic feet per second to groundwater recharge between the Putah Diversion Dam and Winters.

In 2002, the Lower Putah Creek Coordinating Committee (LPCCC) received a grant to assess the physical and biological condition of Putah Creek. Under the leadership of the Putah Creek Council and the LPCCC hundreds of volunteers began cleaning up Putah Creek, taking out the bad and putting in native vegetation. In 2008, the City of Winters adopted its Master Putah Creek Nature Park Plan for realigning the Creek. This included removal of both the Perc Dam and the old City sewer ponds. The construction of both of these had altered the original creek alignment, and a CEQA Mitigated Negative Declaration was adopted by the City with the approval of the Plan. California Fish and Game, in writing, consented to the Perc Dam removal because it obstructed natural form and ecological function. The City of Winters placed its Putah Creek properties under a conservation easement, to secure the Creek's future. Millions of dollars in grants came in, with SCWA as lead agency, for the alignment and restoration. Why all the grants? Because the groups supporting this project represented a Who's Who of environmental protection. Joining the Putah Creek Council and the Coordinating Committee were Audubon California, CalTrout, Fly Fishers of Davis, National Fish and Wildlife Foundation, California Fish and Game, Putah Creek Trout, State of California – National Resources Agency, UC Davis Putah Creek Riparian Reserve, Yolo Basin Foundation – the list goes on and on. Just a ton of grant funding became available to bring back the natural alignment and restore the creek. Not surprisingly, this being Winters, objections were made to the City's Master Plan on CEQA

grounds. The time for objection having already passed, the project moved forward. Objection to the removal of the Perc Dam was made purportedly for the purpose of saving - "this community resource." Spare me. Unsafe, with questionable water from runoff and spillage, the only real "community use" of this Perc Dam area consisted of high school kids "spooning", drunkenness, and the purchase of certain mind-altering substances.

At least one incident of vandalism resulted from the hullabaloo during the removal, namely damage to the fencing protecting the public from heavy construction equipment operations. File that under "no good deed goes unpunished." What happened when the Perc Dam was removed? Hundreds of salmon came up, from the Sacramento River, swimming right past the bridges.

There's the real community resource: a beautiful creek that attracts birds, salmon, and humans taking morning strolls. Rest in peace, Perc Dam, and thanks. P.S. This astounding change, from a creek that was basically a dump, to a valued community resource is why I find the litigation over Phase 3 troubling.

On a personal note, I wish I had spent more hours working with the volunteers cleaning up the Creek. Putah Creek, during my youth, was always considered a horrible mess to be avoided, a mess at the time considered permanent. I never, ever, thought Putah Creek would be realigned, restored and the cleanup completed. My personal thanks and kudos to all those individuals and groups that made this transformation of Putah Creek possible.

With the possible exception of the Giants winning it all in 2010, it was right at the top of my "never gonna happen" list


By Jonathan Swifty  
*Guest Columnist t.*



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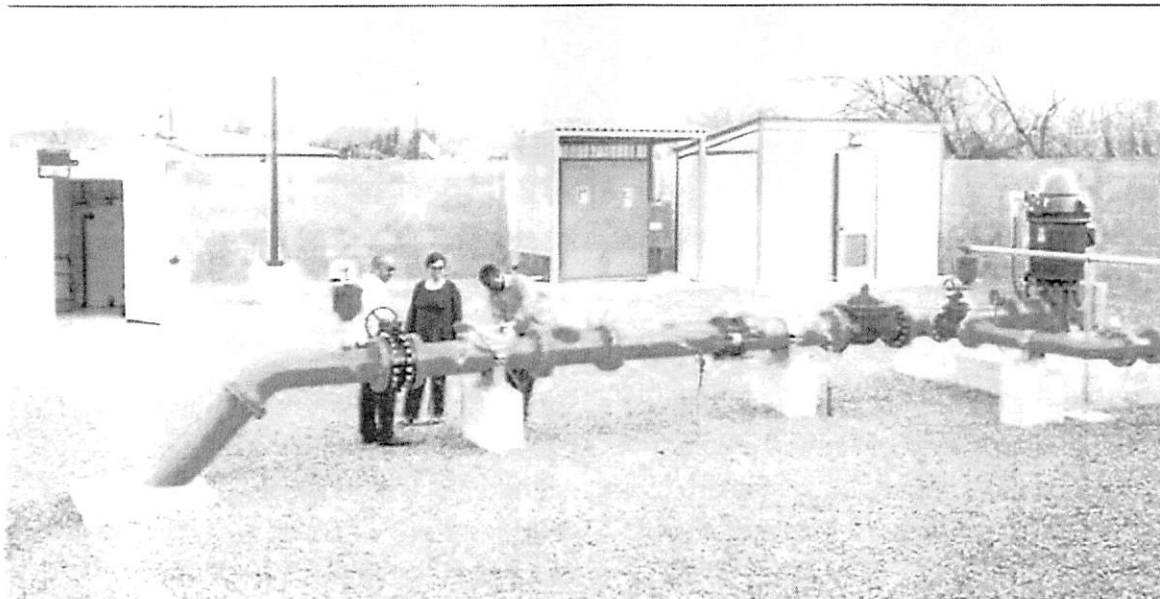
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# Voters Favor New Water Bond. What Are They Missing?

MARK BALDASSARE, ELLEN HANAK    AUGUST 13, 2018

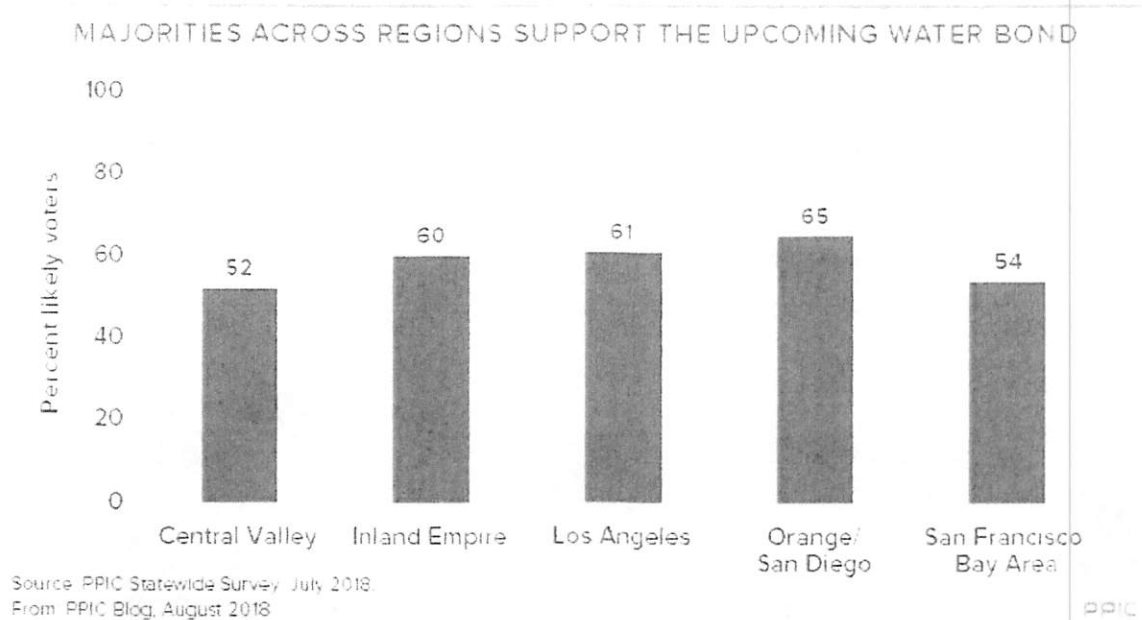


One of the most surprising findings in the July PPIC survey is the strong support for an \$8.9 billion state water bond among California likely voters (58%). Support for the bond—Proposition 3 on the November ballot—comes close on the heels of California voters passing a \$4.1 billion state water and parks bond in June. What's going on?

Majorities of California likely voters across partisan and demographic groups and the state's regions say that water supply is a big problem in their part of California. Water supply and drought were the number one environmental problem named by likely

voters in the survey (24%). Since Governor Brown took office in 2011, water supply and drought have been among the top environmental issues named by likely voters, and since 2014, together they have been named the most important environmental issue facing the state.

Majorities of likely voters across demographic groups and regions—including most Democrats (72%), nearly half of independents (48%), and four in ten Republicans (43%) and self-described conservatives (46%)—support Proposition 3.



PPIC surveys in the past five years show that support for state water bonds has remained high since the severe drought of 2012–16; voters are anxious about its return in light of other signs of climate change. Since 2014, at least half of California likely voters have said they would vote yes on various state water bonds. Moreover, an earlier PPIC survey found that most likely voters prefer bonds (44%) over fees (25%) and taxes (13%) as the means to fund water infrastructure projects.

What are the voters missing?

State bonds are important, but they actually play a relatively minor role in funding California's water. Bonds provide at most \$1 billion of the more than \$30 billion in annual water-related spending. Local revenue—from water and sewer bills to taxes—provides the lion's share. In addition, bonds are not a reliable long-term funding source, and they generally don't cover operating and maintenance costs. State bonds don't directly raise fees or taxes—which may make them more popular

with voters than these alternatives. But they are not free. Every year bonds are repaid with significant interest from the state General Fund, which can reduce funding available for other important budget areas, such as education and health and human services.

California faces critical water funding gaps—totaling about \$2–\$3 billion annually—across several essential areas: safe drinking water in small, disadvantaged communities; flood protection; control of stormwater and other polluted runoff; and management of freshwater ecosystems and headwater forests. Limited financial capacity of low-income communities, legal constraints on local funding, a shrinking federal contribution, and unreliable state support contribute to the shortfall. There have been efforts to fill the gaps in other ways—especially for safe drinking water—but new sources of funding such as a surcharge on water bills haven't enjoyed the same broad support as state bonds.

In California's \$2.7 trillion economy, filling the gaps for water's "fiscal orphans" should be manageable. But this will require a focused effort and leadership at all levels. Bonds can help, but they can't do it alone. Looking beyond bonds to find more durable ways to pay for essential water services—including with new fees and taxes—must be a top priority going forward.

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## *The Yolo Bypass*



(images/1-Bypass-aerial.jpg)

*There is a lot of activity in the Yolo Bypass Basin these days. When that means critical habitat restoration is occurring in one of the state's most important systems, all of California benefits. Above, a February 2017 photo overlooking the flooded Yolo Causeway, a 3.2-mile long elevated highway that crosses the Yolo Bypass floodplain, connecting Davis and West Sacramento. Credit: Steve Martarano/USFWS*

### *Restoration in the largest seasonal floodplain in the West benefits all Californians*

By Steve Martarano

August 7, 2018

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There's a buzz of activity in the Yolo Bypass surrounding crucial habitat restoration projects.

One project is essentially finished; another is under construction and four others are deep into the planning process.

There is almost too much activity in the Yolo Bypass Basin these days to keep track. But when that means critical habitat restoration is occurring to help fish in one of the state's most important systems, all of California benefits.

The Yolo Bypass is a critical part of the state's flood control system, receiving flood waters from major waterways including the American, Sacramento, and Feather rivers. When flooded, the bypass becomes one of the largest seasonal floodplains in the Delta, and a migration corridor for dozens of native fish species including Chinook salmon, steelhead, and green sturgeon.



(images/8-Wallace-Weir-fish-netting.jpg)

*State Department of Fish and Wildlife biologists conduct fish rescue operations by hand at Wallace Weir in July 2018. The project includes a fish rescue facility that would return fish back to the Sacramento River. Credit: Steve Martarano/USFWS*

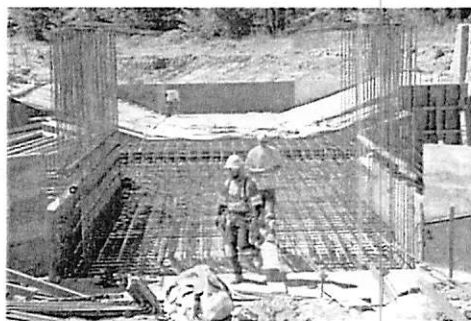
Some of those corridors have become difficult for fish to navigate over the years, however, working on corrections has led to a key collaborative effort between several state agencies led by the California Department of Water Resources and the U.S. Department of Interior's Bureau of Reclamation.

"It's been fantastic seeing all the progress in the Yolo Bypass, as we move forward, getting construction crews in there," said Ben Nelson, of Reclamation's Bay-Delta office. "These projects are important for fish passage so that sturgeon and salmonids make it through the Bypass."

The latest piece of that migration corridor to begin construction is the Fremont Weir Adult Fish Passage Modification Project.

The project complies with the 2009 National Marine Fisheries Service's Biological Opinion on the Long-Term Operations of the Central Valley Project and State Water Project, which identified the importance of fish passage and floodplain rearing habitat in the Yolo Bypass, requiring the cooperative completion of several projects that accomplish these goals.

These Yolo Bypass projects may also potentially improve downstream habitat for Delta smelt, said Heather Swinney, a fish and wildlife biologist for the U.S. Fish and Wildlife Service.



(images/3-Fremont-Weir.jpg)

"These projects work to complement both NMFS' and our biological opinions so that Yolo Bypass actions flow downstream to areas where smelt are known to occur," Swinney said. "Restoration objectives under the biological opinions are intended to improve rearing and food web production for Delta smelt and salmon."

*During the construction of the Fremont Weir Modification Project, this structure was modernized to widen the channel to improve fish passage to upstream fish habitat. Credit: Steve Martarano/USFWS*



(images/3-Fremont-Weir.jpg)

*Heavy equipment was used to widen the existing structure within the channel to allow for improved fish passage at Fremont Weir. Credit: Steve Martarano/USFWS*

Fremont Weir is located near Woodland and West Sacramento in the northern Yolo Bypass area and is a 1.8-mile long concrete structure that will overtop during rain events and allow flow into the Yolo Bypass. Fish become stranded whenever the Sacramento River recedes because an existing fish ladder is too narrow and doesn't provide adequate depth for fish to pass through the weir. In its current state, the ladder impedes anadromous fish from returning to their spawning grounds. Work began last May and is scheduled to wrap up by the end of the year.

The Fremont Weir will improve fish passage conditions in the channel that extends from the existing fish ladder downstream to an existing deep pond by removing one agricultural road crossing and replacing another with a structure that allows for fish passage through the Tule Canal and continued agricultural utility.



(images/7-Wallace-Weir.jpg)

*The Wallace Weir structure replaced a seasonal earthen dam with a permanent, operable structure that would provide year-round operational control. Credit: Steve Martarano/USFWS*

The **Wallace Weir** project is just a couple of "minor fine tunes" away from completion, said DWR's **Maninder Bahia**, the project manager who has overseen all of the Yolo Bypass projects the past nine years. Construction began at Wallace Weir in 2016, and centers around a water control structure on the Knights Landing Ridge Cut where it enters the west side of the Yolo Bypass. The original dam, which washes away during high flow events, was replaced with a permanent structure that will prevent migration of salmon and sturgeon into the Colusa Basin Drain.

Wallace Weir also includes a facility to allow for efficient trapping and relocation of fish to the Sacramento River, which is currently accomplished by hand during low-water periods by California Department of Fish and Wildlife. Completing that facility is the final piece to Wallace Weir, Bahia said.

Other planned projects in the Yolo Bypass include:

#### **Agricultural Road Crossing 4 Fish Passage Project**

A road crossing that spans Tule Canal just south of where the Sacramento Bypass connects with the Yolo Bypass, it has also been identified as a fish passage impediment. The crossing provides the ability to impound water for agricultural and waterfowl purposes. Water Resources is in the process of developing early conceptual options to improve fish passage through the Tule Canal in the Yolo Bypass and construction is scheduled to begin in 2019.

#### **Lower Putah Creek Restoration Project**

The project will create a new creek channel that will improve fish passage and native fish habitat where Putah Creek joins and flows through the Yolo Bypass, including seasonally flooded wetlands. The project will connect Putah Creek with previously restored tidal channels along the Toe Drain and widen and enhance those channels to create tidal habitat and provide better passage for salmon. The project will also improve fish passage to and from spawning grounds on upper Putah Creek by installing a structure that will better control the seasonal timing and magnitude of creek flows. Planning for this project is at the conceptual design level and is scheduled for construction in 2020.

#### **Lisbon Weir Fish Passage Project**

Construction is anticipated to begin in 2019 to modify Lisbon Weir, which is considered a key upgrade for adult migrating fish. Lisbon Weir delays migration in the Yolo Bypass. When the bypass is not flooded, salmon can only pass this rock weir when flood tides open a small section of flap gate or when a strong high tide overtops the weir. This project would improve fish passage throughout the tidal cycle while maintaining a reliable agricultural diversion. Planning for this project is at the conceptual design level.

#### Yolo Bypass Salmonid Habitat Restoration and Fish Passage

The wide-ranging Yolo Bypass Salmonid Habitat Restoration and Fish Passage Project would primarily consist of a new Fremont Weir headworks structure (structure at the head or diversion point of a waterway), a new outlet channel, and downstream channel improvements. Each of these facilities is a potential outlet channel that will be chosen from the east, center, and west alternatives in the Yolo Bypass. Each channel alignment would terminate downstream into the existing Tule Pond to improve fish passage and increase floodplain fisheries rearing habitat in Yolo Bypass and the lower Sacramento River basin. The project is currently in the alternatives development phase. A public draft Environmental Impact Statement/Environmental Impact Report was released in December 2017 and a final statement/report is expected later this year. Anticipated construction is scheduled for 2020 or 2021.

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**ACTION OF  
SOLANO COUNTY WATER AGENCY**

**DATE:** September 13, 2018

**SUBJECT:** Water Agency's future role in flood management

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**RECOMMENDATION:** Hear report from Water Policy Committee and provide direction to staff.

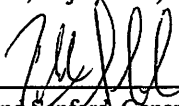
**FINANCIAL IMPACT:** None

**BACKGROUND:**

Defining the Water Agency's future role in flood management is one of the stated goals of the SCWA 2016-2025 Strategic Plan (Goal # 3, Objective B). In 2017, the Board assigned the task of formulating recommendations regarding the Water Agency's future role in flood management to the Water Policy Committee. For the purposes of this assignment the Water Policy Committee was expanded and consisted of two County Supervisors, two mayors, two irrigation district managers, and a member of the Solano Water Advisory Commission. The Committee has met on a semi-monthly basis for nearly a year and a half and has drafted the attached draft flood management policy, along with the attached memo regarding the possible formation of a "Regional Flood Management Coordination Group", for Board consideration. Staff and the Water Policy Committee are seeking Board member comment on the aforementioned documents.

**RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:**

Defining the Water Agency's future role in flood management is one of the stated goals of the SCWA 2016-2025 Strategic Plan (Goal # 3, Objective B).

Recommended:   
Roland Sanford, General Manager

☐

Approved as  
recommended

☐

Other  
(see below)

☐

Continued on  
next page

---

**Modification to Recommendation and/or other actions:**

---

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on September 13, 2018 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

---

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





# SOLANO COUNTY WATER AGENCY



## DRAFT Flood Management Policy

(08-31-18)

Ver. 8

### Introduction

The Solano County Water Agency (SCWA) Board of Directors recognized the need to define SCWA's role in flood management and included that need in their 2016 – 2025 Strategic Plan (Goal #3, Objective B).

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### Goal #3: Flood Management: Implement SCWA's role in flood management.

---

#### B Define SCWA's role in flood management.

---

SCWA's Water Policy Committee was tasked with developing a draft policy for consideration and approval by the full Board. The following represents the Committee's best thinking.

### Overview

There currently is no one agency responsible for flood management in Solano County. Responsibility for flood management runs the gamut from areas of overlapping jurisdiction to areas not actively served by flood management agencies. Additionally, there is no consistent coordination between upstream and downstream users. Given that one person's drainage has the potential to be another person's flood, the need for coordination is evident.

The Committee recognizes that the residents of the County would benefit from a regional approach to flood management, and that SCWA is well positioned to facilitate, coordinate, communicate and collaborate with the County and the cities, irrigation districts, reclamation districts, and resource conservation districts (hereafter called "stakeholder agencies<sup>1</sup>") and other interested parties within Solano County. Currently, SCWA is responsible for operations and maintenance of the Ulatis Flood Control Project and the Green Valley Flood Control Project. SCWA also has authority to deal with flood control matters within the boundaries of SCWA, though SCWA is not a first responder.

---

<sup>1</sup> Stakeholder agencies include: Solano County; the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, Vallejo; Reclamation District 2068; Maine Prairie Water District; Solano Irrigation District; Dixon Resource Conservation District (RCD); Solano RCD; and Suisun Marsh RCD.

The Water Policy Committee makes the following policy recommendation for consideration and approval by the SCWA Board. To aid the reader, a list of acronyms and a glossary of terms related to flood management can be found on pages 6 - 13.

## **Policy Purpose**

The purpose of this policy is to replace the current piecemeal approach to flood management with a regional approach. This policy applies to the entire county including cities and the unincorporated areas, and is based on:

1. Commitment to working together and voluntary compliance with the recommendations.
2. Encouraging communications with stakeholder agencies and other interested parties.
3. Creation of a system-wide approach to flood management.
4. Avoiding delays in obtaining permits such as grading, drainage, and/or stormwater.
5. Avoiding unintended consequences of drainage and flood management.

## **Proposed Policy**

To achieve a more regional approach, SCWA will, in concert with the stakeholder agencies and other interested parties:

### **1) Update the Master Drainage Plan and Revise the Hydraulic Design Manual**

The purpose of the Master Drainage Plan is to provide information and guidance to anyone involved in flood management including stakeholder agencies, flood managers, planners, engineers, developers, and the public. The Hydrology Manual is a technical manual used for design of drainage and flood control facilities. Activities include:

- a) Update the Master Drainage Plan to include:
  - i) Inventory of facilities and capacities including:
    - (1) Identification of historic flood plains, agricultural and joint-use drainage ditches, levees, and flood control projects.
    - (2) Identification of joint-use and other multi-purpose facilities.
    - (3) Qualitative analysis of system including:
      - (a) Identification of system design capacities, if known.
      - (b) Deficiencies when operating at design capacity.
      - (c) Rank areas of most vulnerability.
  - ii) Identification of repetitive loss properties in the entire County.
  - iii) Addressing water quality programs including National Pollutant Discharge Elimination System (NPDES) stormwater requirements, and Irrigated Lands Program.

- iv) Definition of jurisdictional responsibilities including each agency and district's roles and responsibilities – and geographical area served.
- v) Identification of SCWA and stakeholder agency committees, their purpose, membership, and how they operate (see #3 and 4).
- b) Revise and update Hydraulic Design Manual.
- c) Identify and Map jurisdictional areas based on watershed.

**2) Facilitate a process, with preference for early consultation, to review new projects, development proposals, expansion projects and change of land use projects within the entire County that might contribute to flooding**

Currently, not all jurisdictions that may be affected by drainage system modifications, development or change of land use are aware of pending plans in other jurisdictions. Only after the completion of the project are downstream users acquainted with any drainage or flood impacts – at which point it is too late or expensive to redesign the project. The goal of this process is to provide an easy and efficient method for notifying stakeholder agencies and organizations and allow each the opportunity to review potential land use changes and analyze the flood impacts of the project. The desired outcome is to manage flooding to protect lives and property through better communications and early identification of issues. To achieve this outcome:

- a) SCWA would act as a “clearinghouse” to disseminate project notifications.
  - i) All stakeholder agencies would submit “Project Notification and Request for Review” and maps of any applicable projects to SCWA.
  - ii) SCWA would send out the notification to the flood management Point of Contact (POC) in each stakeholder agency – along with contact information of the originating jurisdiction.
  - iii) To confirm notification and review, stakeholder agencies would respond to the project proponent, with a copy to SCWA, commenting that the project would likely have:
    - (1) No Impact,
    - (2) Minor Impact,
    - (3) Major Impact – and request the full packet of information.
  - iv) It would be up to the individual stakeholder agency to submit comments and/or attend the originating jurisdiction's review meeting.
- b) Once the County's watershed boundaries are mapped, future notifications could be tailored to only agencies within a specific watershed.

### **3) Convene Flood Management Technical Working Group**

A group of multi-disciplined experts including engineers, land use planners, scientists and flood managers from the stakeholder agencies would serve a multitude of purposes. SCWA would convene a Technical Group to:

- a) Advise the Water Policy Committee as requested (see #7).
- b) Review Master Drainage Plan (see #1).
- c) Develop BMPs for stream channel maintenance (see #5).
- d) Review the potential for expansion of flood management facilities.
  - i) Recommend alternatives for future growth.
  - ii) Determine life-cycle costing of upgrades and new facilities.
- e) Discuss flood management issues and create recommendations to reduce flooding using a system-wide approach including drainage ditches, floodplain management and other strategies.
- f) Develop criteria and score regional projects (see #4.a.ii).
- g) Coordinate the flood management message to the public (See #6) by developing ideas and reviewing drafts.
- h) Initially meet monthly.

### **4) Assist County/cities/agencies**

SCWA has resources to assist agencies with leveraging resources, securing permits and lobbying. Recommended activities include:

- a) Leverage resources to fund large flood management projects.
  - i) Review standing policy (i.e., fund up to 1/3 of capital costs) – and revise as necessary.
  - ii) Use Flood Management Technical Committee (#3) to develop criteria and score projects.
  - iii) Tie funding to outcome-based projects.
  - iv) Include other public benefits (including groundwater recharge, habitat, etc.)
  - v) Advocate on behalf of cities, agencies, and County as requested. Efforts could include support for levee maintenance, creek and drainage clearing, permitting or other.
  - vi) Promote coordination with other regulatory and non-regulatory programs to minimize duplicative work.

vii) Secure permits including regional permits and assist/consult with individual landowners to implement projects that fall within the regional permit.

- b) Continue funding existing programs (Small Grant Program to assist landowners with localized flood management issues, Sweeney Creek Home Raising Program to elevate homes in flood prone areas, funding and technical assistance for development of local and regional watershed management plans and technical studies).

**5) Develop County-wide recommended Best Management Practices (BMPs) for preservation of flood conveyance capacity of natural watercourses**

Compliance with the BMPs would be voluntary – but highly encouraged. This recommendation includes:

- a. Creation of Best Management Practices (BMPs) for stream channel maintenance including vegetation management, sediment removal and bank protection.
- b. Highlighting the connection between BMP compliance and consistency with regional permits.
- c. Creation of implementation recommendations that comply with regional permits.
- d. Encourage planning that recognizes and discourages over subscription of available capacity.

**6) SCWA to lead resident/landowner education**

Rather than have each jurisdiction duplicate efforts, SCWA is in a position to create educational materials to address flood protection, and promote BMPs for channel and streambed maintenance. The Flood Management Technical Group (#4) would consult on the development of the materials, which would be made available for use by any of the stakeholder agencies.

- a. Main Theme: Be Neighborly - emphasizing downstream responsibilities.
- b. Sponsor community engagement and education in coordination with the RCDs.

**7) Incorporate Adaptive Management Strategies**

Changing conditions require the need to review and revise policies as necessary. The SCWA Water Policy Committee is well suited to fulfill this function. The Water Policy Committee will review flood management policies at least annually, and address any immediate concerns as required.

# ACRONYMS

<b>BMP</b>	Best Management Practice
<b>CCR</b>	California Code of Regulations
<b>CDFG</b>	California Department of Fish and Game
<b>CDPR</b>	California Department of Pesticide Regulation
<b>CEQA</b>	California Environmental Quality Act
<b>CIP</b>	Capital Improvement Project
<b>Corps or USACE</b>	U.S. Army Corps of Engineers
<b>CWA</b>	Clean Water Act
<b>DO</b>	Dissolved Oxygen
<b>EIR</b>	Environmental Impact Report
<b>EPA or USEPA</b>	U. S. Environmental Protection Agency
<b>ESA</b>	Federal Endangered Species Act
<b>GIS</b>	Geographic Information System
<b>ISA</b>	International Society of Arboriculture
<b>LWD</b>	Large Woody Debris
<b>MOU</b>	Memorandum of Understanding
<b>MS4</b>	Municipal Separate Storm Sewer Systems
<b>NAHC</b>	Native American Heritage Commission
<b>NHPA</b>	National Historic Preservation Act of 1966
<b>NMFS</b>	National Marine Fisheries Service
<b>NOAA</b>	National Oceanic and Atmospheric Administration
<b>NPDES</b>	National Pollutant Discharge Elimination System
<b>NPS</b>	Nonpoint source
<b>NRCS</b>	Natural Resources Conservation Services, a division of the U.S. Department of Agriculture
<b>OHWM</b>	Ordinary High Water Mark
<b>PCN</b>	Preconstruction Notification Report
<b>PRC</b>	California Public Resources Code
<b>RMA</b>	Routine Maintenance Agreement
<b>RWQCB</b>	Regional Water Quality Control Board
<b>SHPO</b>	State Historic Preservation Officer
<b>SMP</b>	Stream Maintenance Program
<b>SWRCB</b>	State Water Resources Control Board
<b>TMDL</b>	Total Maximum Daily Loads
<b>USACE</b>	U.S. Army Corps of Engineers
<b>USEPA</b>	U. S. Environmental Protection Agency
<b>USFWS</b>	U.S. Fish and Wildlife Service
<b>WDR</b>	Waste Discharge Requirement

# GLOSSARY OF SIGNIFICANT TERMS

<b>Adaptive management</b>	Learning from experience by adjusting management practices based on the feedback received through monitoring.
<b>Alluvial fan</b>	A landscape feature that is formed by the accumulation of sediment and organic material deposited by flowing water, and formed at the point where a stream enters a valley or plain or another, larger stream.
<b>Amphibian</b>	A cold-blooded vertebrate that spends some time on land but must breed and develop into an adult in water. Frogs, salamanders, and toads are amphibians.
<b>Anadromous fish</b>	Fish that are born and rear in freshwater, move to the ocean to grow and mature, and return to freshwater to reproduce. Salmon, steelhead, and lamprey eel are examples of anadromous species.
<b>Armoring</b>	Protective coverings or structures (natural or man-made) used to dissipate the erosive energy of water.
<b>Atmospheric River</b>	Atmospheric rivers are relatively long, narrow regions in the atmosphere – like rivers in the sky – that transport most of the water vapor outside of the tropics.
<b>Bank failure</b>	Occurs where a significant portion of the streambank has failed, slumped, eroded into the creek below, or has been removed entirely.
<b>Bank stabilization</b>	The act of preventing erosion or repairing an eroded bank in order to provide a stable streambank.
<b>Bedform</b>	A feature of a river or other flowing body of water that is formed by the movement of sediment and other material due to the flow of water.
<b>Best Management Practices (BMPs)</b>	A technique or series of techniques, which is the best known practice available to be effective in protecting water quality and stream habitat.
<b>Brackish water</b>	Somewhat salty, especially from being a mixture of fresh and salt water.

<b>Channel</b>	A stream, river bed or constructed ditch; generally refers to the physical form where water commonly flows.
<b>Channel reach</b>	See: Stream reach.
<b>Climate change</b>	Climate change is a change in the usual weather found in a place.
<b>Cofferdam</b>	A temporary watertight structure that is pumped dry to enclose an area underwater and allow construction work to be carried out.
<b>Culvert</b>	A transverse drain, usually a metal pipe, set beneath the road surface which drains water from the inside of the road to the outside of the road. Culverts are used to drain ditches, springs, and streams across the road alignment.
<b>Detritus</b>	Organic debris formed by the decomposition of plants or animals; fragments of rock that have been worn away.
<b>Dewatering</b>	The temporary diversion of water away from a work site to protect water quality and allow progression of work. Diversion is accomplished with coffer dams, pipes, or other means. Water is removed from the work site only, and not the entire stream or body of water.
<b>Downed tree</b>	Trees and large branches that naturally fall into stream channels. Such debris can promote recruitment of woody in channels to benefit instream habitat. However, downed trees may threaten flood conveyance capacity or channel stability.
<b>Drainage basin</b>	See: Watershed.
<b>Drop inlet</b>	A vertical riser on a culvert inlet, usually of the same diameter as the culvert, and often slotted to allow water to flow into the culvert as streamflow rises around the outside. Drop inlets are often used on stream or ditch relief culverts where sediment or debris would otherwise threaten to plug a traditional horizontal inlet.
<b>Easement</b>	A limited right to make use of a property owned by another, e.g. a right of way across the property.
<b>Ecology</b>	The study of the relationships between living organisms and their interactions with their natural or developed environment.



<b>Emergency</b>	"A sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property or essential public services. Emergency includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage." (CEQA 15359).
<b>Endangered Species</b>	Any species which is in danger of extinction throughout all or a significant portion of its range; an official designation of the California and/or Federal Endangered Species Acts.
<b>Erosion</b>	The wearing away of land surface primarily by wind or water. Erosion occurs naturally as a result of weather or runoff, but can be intensified by clearing, grading, or excavation of the land surface. Erosion usually refers to processes of surface erosion (rain drop erosion, rilling, gullying, and ravelling) and not to mass soil movement (landsliding).
<b>Erosion protection</b>	The act of preventing erosion from occurring or repairing an eroded bank in order to provide a stable streambank that will not require additional maintenance in the foreseeable future
<b>Floodplain</b>	A nearly level alluvial plain that borders a channel and is occasionally inundated by floods (unless artificially protected). The landform is formed by sediment transport and deposition from flows over the streambank and lateral movement of the stream. The '100-year floodplain' represents the area potentially inundated for an unusual but possible flood event with the probability of occurring once every 100 years on the average.
<b>Fluvial Geomorphology</b>	A science devoted to understanding how the natural setting and human land use in a watershed determine the shape of the river channel.
<b>Geographic information system (GIS)</b>	A computer system designed for storing, manipulating, analyzing, and displaying data in a geographic context, usually as maps.
<b>Geomorphology</b>	The study of the physical features of the surface of the earth, including their form, nature, origin, and development. See also fluvial geomorphology.
<b>Groundwater</b>	The standing body of water beneath the surface of the ground, consisting largely of surface water that has seeped down into the earth.

<b>Hardscape</b>	Inanimate, engineered elements of landscaping, such as rock.
<b>Headwater</b>	The place from which the water in the river or stream originates.
<b>Hydraulic roughness</b>	The amount of frictional resistance water experiences when passing over land and channel features.
<b>Hydrologic unit</b>	A drainage area delineated to nest in a multi-level, hierarchical drainage system. Its boundaries are defined by topographic criteria that delineate an area of land upstream from a specific point on a river, stream, or similar surface waters.
<b>Hydrology</b>	The scientific study of the properties, distribution, use, and circulation of the water on Earth and in the atmosphere in all of its forms.
<b>Hydromodification</b>	The "alteration of the hydrologic characteristics of waters, which in turn could cause degradation of water resources (source: EPA).
<b>Invasive species</b>	Species that show a tendency to spread out of control.
<b>Large woody debris (LWD)</b>	Portions of downed trees, such as large branches and root wads, that collect in the stream and provide channel structure and habitat for aquatic animals.
<b>Levee</b>	An embankment built to prevent the overflow of a river.
<b>Life cycle cost</b>	The cost of an asset that includes the initial (projected) capital costs, projected life-time operating costs, projected life-time maintenance costs, projected capital rehabilitation costs, projected disposal costs, and projected residual value.
<b>Limbing</b>	The removal of unwanted branches from a tree.
<b>Loppers</b>	A large type of scissors used for pruning twigs and small branches. They are usually operated with two hands.
<b>Microclimate</b>	A microclimate is the climate of a small, specific place within an area as contrasted with the climate of the entire area. For example, a small sunny area that is sheltered from harsh winds and frost of the surrounding region. Such a microclimate provides a different habitat than its surroundings.

<b>Ordinary High Water Mark</b>	“That line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of the soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding area.” [33 CFR 328.3(e)]
<b>Outfall</b>	The location where discharge from a culvert (drainage pipe) occurs.
<b>Propagule</b>	Any of various usually vegetative portions of a plant, such as a bud or other offshoot, that aid in dispersal of the species and from which a new individual may develop.
<b>Pruning</b>	To cut branches away from a plant to manipulate growth.
<b>Reach</b>	See: Stream reach.
<b>Refugia</b>	An isolated place of relative safety from danger and hardship used by aquatic species, such as fish; the only remaining high quality habitat within an area.
<b>Riffle</b>	An area of rocks or a sandbar lying just beneath the surface of the water.
<b>Rip-rap</b>	Large rocks or other suitable material placed on the ground or along streambanks as an armoring device to prevent or reduce erosion.
<b>Riparian</b>	The banks and other lands adjacent to lakes, watercourse, estuaries, and wet areas. Often refers to water-loving vegetation along the water’s edge.
<b>Runoff</b>	Rainfall which flows overland across the surface or hillslopes and along roads and trails.
<b>Salmonid</b>	A species of fish that is a member of the salmon and trout family. Also see: Anadromous fish.
<b>Scour</b>	To clear something out by passing water through it; a place that has been scoured, especially by water.
<b>Sea level rise</b>	An increase in the volume of water in the world’s oceans, resulting in an increase in global mean sea level.
<b>Sediment</b>	Organic or inorganic material that is carried or suspended in water and that settles out to form deposits in the stream system or receiving waters.
<b>Shade tolerance</b>	A plant's abilities to tolerate low light levels.

<b>Silt fence</b>	A constructed barrier used to contain soil eroded from a construction site. The barrier is made from filter fabric stretched between fence posts placed on contour along a slope.
<b>Siltation</b>	Fine-grained sediment, especially of mud or clay particles at the bottom of a river or lake.
<b>Species of Special Concern</b>	A designation used by California (CSC) and federal (FSC) agencies to refer to those species of animals (and sometimes plants) that have declining population levels, limited ranges, and/or continuing threats that have made them vulnerable to extinction. They may soon reach the point where they meet criteria for listing as threatened or endangered under the State and/or Federal Endangered Species Acts. No special legal protections are associated with this designation alone.
<b>Storm water</b>	The runoff generated when precipitation from rain and snowmelt events flows over land or impervious surfaces without percolating into the ground.
<b>Stream</b>	A natural waterway that transports water in a perennial, intermittent, or ephemeral circumstance.
<b>Streambank</b>	That portion of the channel bank cross-section that controls the lateral movement of water.
<b>Streambank erosion</b>	A natural process driven by stream bank characteristics (erodibility) and hydraulic/gravitational forces. Many land use activities can affect both of these components and lead to accelerated bank erosion. Acceleration of this natural process leads to a disproportionate sediment supply, stream channel instability, land loss, habitat loss and other adverse effects.
<b>Streambank stabilization</b>	See: Bank stabilization.
<b>Stream channel incision</b>	The deepening of the channel of a stream by erosion.
<b>Stream reach</b>	A continuous portion of a stream between two designated points.
<b>Swale</b>	A depression or low area on a hillslope which rarely carries runoff except during high rainfall events.
<b>Terrace</b>	A low-gradient surface formed by fluvial aggradation or erosion when the stream flowed at a higher elevation in the landscape. The term implies that the surface is rarely inundated by floods in the current climate.
<b>Thalweg</b>	The line of lowest elevation within a valley or watercourse.

<b>Threatened Species</b>	Any species which is likely to become an endangered species within the foreseeable future throughout all or a significant portion of its range; an official designation under the California and/or Federal Endangered Species Acts.
<b>Toe-of-slope</b>	The base of an embankment; the base of the streambank where it meets the channel bed.
<b>Total Daily Maximum Load</b>	A process under the federal Clean Water Act that provides a tool for implementing State water quality standards and is based on the relationship between pollution sources and instream water conditions.
<b>Tree snags</b>	A dead or dying tree that is still standing in place.
<b>Tributary</b>	A stream or river that flows into a larger stream, river, or lake.
<b>Turbidity</b>	Water that is cloudy or muddy usually due to suspended sediment.
<b>Understory</b>	Lower vegetation in a forest; a layer of small trees and bushes below the level of the taller trees.
<b>Water quality</b>	A measure of the suitability of water for a particular use based on selected physical, chemical, and biological characteristics.
<b>Watershed</b>	The area or drainage basin contributing water, organic matter, dissolved nutrients and sediments to a stream or lake.

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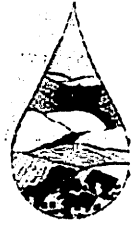
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# SOLANO COUNTY WATER AGENCY



## MEMO

**To:** Solano County Water Agency (SCWA) Board of Directors  
**From:** SCWA Water Policy Committee  
**Re:** Regional Flood Management Coordination Group Proposal  
**Date:** July 30, 2018

The SCWA Water Policy Committee recently completed drafting a flood management policy for SCWA Board consideration and approval. In developing the draft policy, one overriding concern surfaced: there currently is no one agency responsible for flood management in Solano County. Responsibility for flood management runs the gamut from areas of overlapping jurisdiction to areas not actively served by any flood management agency. Additionally, there is no consistent coordination between upstream and downstream users. Given that one person's drainage has the potential to be another person's flood, the need for coordination is evident. The management of regional drainage systems is central to effective flood management.

The Committee recognizes that the residents of the County would benefit from a regional approach to flood management. While SCWA also has authority to deal with flood control matters within the boundaries of SCWA, SCWA has neither land use authority nor enforcement authority to enact flood management solutions. Any regional approach requires the participation of all jurisdictions in the County. At issue is the authority to enforce regional policies.

The Water Policy Committee makes the following policy recommendation for consideration by the SCWA Board.

### **Convene a Regional Flood Management Coordination Group (RFMCG)**

The purpose of this Group is to create county-wide consistency for flood management. Changing conditions require a mechanism to create, review, revise, and enforce policies as needed. For that reason, it is important that this group be comprised of decision-makers from the various jurisdictions who have the authority to develop policy. The RFMCG should include representatives from city and county land use agencies, planners, elected officials, floodplain managers/coordinators, Public Works Directors, Irrigation Districts, Resource Conservation Districts (RCDs), County Office of Emergency Services (OES), transportation directors, SCWA management, representatives from the SCWA Flood Management Technical Working Group, representatives from the agricultural community, and the SCWA Flood Advisory Committee

(representing the public.) The group would operate collaboratively and meet quarterly to review policies and address any immediate concerns.

The convener could be SCWA, or the County. Policies would be developed or amended by consensus of the group. Policies developed by the RFMCG potentially would be adopted by the County and the cities who have enforcement authority. Without adoption, flood management policies would continue to be voluntary, sustaining the current disparate system.

Because the players include more than the jurisdictions represented on the SCWA Board, it is likely that a Joint Powers Authority (JPA) would be the most effective organizational structure. LAFCo approval would be required to create a JPA. Funding for the group is yet to be determined as is implementation funding for flood management projects.

The benefits are numerous. They include a regional approach to flood management, the ability to enforce county-wide best management practices (BMPs), certainty to developers, the ability to maximize flood facilities county-wide, and other economies of scale.

Clearly this is a far-reaching idea that needs further development and consent from the County and the cities. This recommendation is being presented to the SCWA Board for further discussion before moving forward.



**ACTION OF  
SOLANO COUNTY WATER AGENCY**

**DATE:** September 13, 2018

**SUBJECT:** State Water Project "Table A" One-Year Water Exchanges with Santa Clara Valley Water District (SCVWD)

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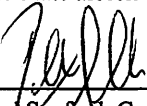
**RECOMMENDATIONS:**

- 1) Authorize General Manager to execute Agreement between Department of Water Resources (DWR), SCWA, and SCVWD for exchange of up to 8,000 acre-feet of 2018 "Table A" water, on behalf of the cities of Vallejo, Suisun City, Fairfield, and Vacaville.
- 2) Authorize General Manager to sign, upon final review and approval by Water Agency Counsel, the following "letters of understanding" describing the Water Agency's role in the SCVWD exchange:
  - a) Letter of Understanding between Water Agency and Suisun City
  - b) Letter of Understanding between Water Agency and Fairfield
  - c) Letter of Understanding between Water Agency and Vacaville

*(Note: The Letter of Understanding between the Water Agency and Vallejo was approved at the August 9, 2018 Board meeting)*

**FINANCIAL IMPACT:**

SCVWD exchange will generate up to \$1,600,000 for participating North Bay Aqueduct water users. SCWA will facilitate aforementioned exchanges but not receive any compensation, monetary or material.

Recommended:   
Roland Sanford, General Manager

☐

Approved as  
recommended

☐

Other  
(see below)

☒

Continued on  
next page

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**Modification to Recommendation and/or other actions:**

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I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on September 13, 2018 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

**BACKGROUND:**

*On August 9, 2018 the Board discussed the proposed one-year State Water Project “Table A” exchanges between the Solano North Bay Aqueduct water users and two other State Water Project contractors; the Dudley Ridge Water District (DRWD) and the Santa Clara Valley Water District (SCVWD). At that time the Department of Water Resources (DWR, the operator of the State Water Project, had approved the proposed water exchange with DRWD but was still reviewing the proposed water exchange with SCVWD. On August 9, 2018 the Board authorized the General Manager to execute the proposed agreement between SCWA and DWR, as well as a “Letter of Understanding” between SCWA and Vallejo regarding SCWA’s role in facilitating the exchanges with DRWD and SCVWD, with the understanding that a similar agreement between SCWA and DWR, for the SCVWD water exchange, along with associated letters of understanding between SCWA and the Solano North Bay Aqueduct water users whose water would be involved in the SCVWD water exchange, would be available for Board consideration at the September 13, 2018 Board meeting. The Department of Water Resources has approved the proposed water exchange with SCVWD. Accordingly, staff is requesting authorization to proceed with the SCVWD water exchange. Additional background information, excerpted from the August 9, 2018 staff report for the proposed DRWD and SCVWD exchanges, is presented below.*

**2018 North Bay Aqueduct Water Exchange**

**History**

In the winter of 2017 City of Vallejo staff inquired whether SCWA could assist the City with water exchanges or transfers that would generate revenue for the City and/or provide opportunities for the City to maximize use of its own water right – the Vallejo Permit Water right. SCWA staff recommended the City consider exchanging at least a portion of its 2018 North Bay Aqueduct “Table A”, as such an exchange was likely to be the easiest to complete, unlikely to adversely impact other water users in Solano County, and create opportunities to maximize Vallejo Permit Water right use. SCWA, through the State Water Contractors organization, identified two potential suitors for the City’s 2018 “Table A” water; the Dudley Ridge Water District, an agricultural water user located in Southern Kings County, and the Santa Clara Valley Water District, a predominately urban water user in Santa Clara County. The City, DRWD and SCVWD collectively agreed to the following exchange terms:

- 1) City to receive \$200/acre-foot exchanged to either DRWD or SCVWD
- 2) Within 10 years, City to receive 1 acre-foot for every 4 acre-feet exchanged to either DRWD or SCVWD

Collectively, DRWD and SCVWD expressed interest in obtaining more 2018 “Table A” water than the City had available. Therefore, SCWA polled the other Solano North Bay Aqueduct water users at successive Solano Water Advisory Commission meetings. Representatives from Fairfield, Suisun and Vacaville expressed interest in participating in the proposed exchanges. A summary of participants and the proposed respective quantities to be exchanged is as follows:

City of Vallejo	6,000 acre-feet
City of Fairfield	1,273 acre-feet
City of Vacaville	1,272 acre-feet
City of Suisun City	455 acre-feet
	-----
Total:	9,000 acre-feet

Of the 9,000 acre-feet proposed for exchange, 1,000 acre-feet would be exchanged with DRWD, 8,000 acre-feet with SCVWD.

**Mechanics of Proposed Exchanges**

Completion of the proposed exchanges requires the participation of the following entities: Department of Water Resources (DWR); State Water Contractors (SWC); Solano County Water Agency (SCWA); Dudley Ridge Water District (DRWD); Santa Clara Valley Water District (SCVWD); City of Vallejo, City of Fairfield, City of Vacaville, City of Suisun City (Solano North Bay Aqueduct water users). The respective roles are as follows:

DWR operates and maintains the State Water Project and holds the water rights to the State Water Project supply. Accordingly, DWR must approve any water exchange that would involve its facilities and/or water supply.

SWC, which SCWA is a member of, represents 27 of the 29 entities contracting with DWR for State Water Project supplies. Both DRWD and SCVWD are members of the SWC. Water exchanges involving one or more SWC members are reviewed by the SWC Board of Directors and if deemed acceptable (no harm to any other SWC

member) a letter of support submitted to DWR, recommending DWR approve the proposed exchange. DWR could theoretically approve an exchange that one or more SWC members opposed, but is unlikely to do so.

SCWA, on behalf of the Solano North Bay Aqueduct water users, holds a contract with DWR for the State Water Project water supply delivered to the Solano North Bay Aqueduct water users. SCWA, in turn, contracts with each Solano North Bay Aqueduct water user for delivery of their respective “Table A” allocations. An important point: none of the Solano North Bay Aqueduct water users has a contractual relationship with DWR for their respective water supply. Consequently, none of the Solano North Bay Aqueduct contractors can work directly with DWR to effectuate an exchange involving State Water Project facilities or water. The rationale for DWR contracting with SCWA, who in turn contracts with the Solano North Bay Aqueduct water users, is based on the fact that SCWA has taxing authority. In order to secure the loans (bonds) used by the State to finance construction of the State Water Project, the State needed to contract with entities that had taxing authority. Pursuant to the contract between SCWA and DWR, if the Solano North Bay Aqueduct users were to default, DWR could force SCWA to implement a tax to satisfy the financial obligation.

While SCWA has water supply contracts with the respective Solano North Bay Aqueduct users, the terms of the contracts are such that SCWA has extremely limited ability to reallocate “Table A” supplies among the Solano North Bay Aqueduct water users – without Solano North Bay Aqueduct water user consent. In summary, SCWA serves as a “pass through” for water and money, between the DWR and the Solano North Bay Aqueduct water users. Accordingly, SCWA’s role in the proposed exchanges with DRWD and SCVWD is that of a facilitator.

DRWD is a SWC member and a participant in the proposed water exchange. DRWD receives State Water Project water from the California Aqueduct.

SCVWD is a SWC member and a participant in the proposed water exchange. SCVWD receives State Water Project water from the South Bay Aqueduct.

Solano North Bay Aqueduct water users are members of SCWA and receive State Water Project from the North Bay Aqueduct.

As of this writing the proposed DRWD exchange is ready to proceed, pending SCWA’s signing of the attached agreement between DWR, SCWA, and Dudley Ridge; and the Letter of Understanding between SCWA and the City of Vallejo. There is a degree of urgency, in that DRWD’s need for the water – and therefore desire to complete the exchange – diminishes significantly at the conclusion of the current irrigation season, in late September or October. The SCVWD exchange is awaiting approval by DWR and it is anticipated that an agreement between DWR, SCWA and SCVWD will be ready for execution by late August. Fortunately, SCVWD’s need for the water extends through the 2018 calendar year. Staff anticipates agendizing the various agreements needed to effectuate the SCVWD water exchange in September.

### **Long Term View of North Bay Aqueduct Exchanges**

The North Bay Aqueduct and associated water supply is in essence an “impaired asset”. The State Water Project and in this case the North Bay Aqueduct component of the State Water Project is unable to consistently – actually rarely – deliver the full quantities of water contracted for, is susceptible to pumping restrictions vis-à-vis endangered species concerns, and at times the water supply exhibits extremely poor water quality, making its treatability for municipal drinking water purposes difficult. Furthermore, the ability to store North Bay Aqueduct water for later use is limited.

Because the North Bay Aqueduct is an inherently unreliable water supply it is generally assumed, for water supply planning purposes, that in any given year the North Bay Aqueduct will provide far less water than what was originally contracted for. More often than not that assumption proves correct. However, there are occasions, such as in 2017, when full or nearly full contractual deliveries are possible, providing a short-term “surplus”. Often, the temporary surplus can be used within Solano County, or briefly stored in San Luis Reservoir (a State Water Project facility) for later use. However, as illustrated in 2017, when significant quantities of North Bay Aqueduct water stored in San Luis Reservoir spilled and was therefore lost, there are instances when the temporary surplus goes unused (even though it is paid for by the Solano North Bay Aqueduct user).

**Action Item No. 2018 – xx**  
**Agenda Item No. 10**

Water exchanges can provide a means of utilizing short-term surpluses – at least for monetary purposes. Exchanges involving money can provide revenue to defray existing Solano North Bay Aqueduct user expenses and/or provide capital for retrofitting existing or constructing new facilities – water reuse, etc.

**RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:**

The proposed water exchange is consistent with Objective B (*Match available water supplies to appropriate uses*) of Goal 1 (*Water Supply Management: Optimize the management of the County's current and future water resources in a sustainable manner*) of the 2016-2025 SCWA Strategic Plan

**DEPARTMENT OF WATER RESOURCES**

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SACRAMENTO, CA 94236-0001  
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**AUG 13 2018**

Ms. Cindy Kao  
Imported Water Unit Manager  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, California 95118-3686

Mr. Roland Sanford  
General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, California 95688-8834

This Agreement (SWPAO #18018) is in response to Santa Clara Valley Water District's (Santa Clara) request dated April 26, 2018 to the Department of Water Resources of the State of California (DWR) to approve an unbalanced exchange of approved State Water Project (SWP) Table A Water between Santa Clara and Solano County Water Agency (SCWA). DWR, Santa Clara, and SCWA may be referred to individually by name or collectively as "Parties".

Amendment No. 20 of SCWA's Water Supply Contract provides for a method for DWR to determine a separate North of Delta (NOD) Table A allocation for SCWA. In 2018, DWR determined that the final May SWP Table A allocation for a South of Delta (SOD) contractor was 35% and for a NOD contractor was 50%. As set forth in Amendment No. 20, Article 45(t)(1)(e)(iii), the increase in allocated Table A due to the NOD allocation shall not be transferred to or from, or exchanged with a SOD contractor.

Under the proposed water exchange, up to 8,000 acre-feet of SCWA's 2018 Table A Water will be delivered to Santa Clara by December 31, 2018. In exchange, Santa Clara will return to SCWA, based on an unbalanced exchange ratio of 4 to 1, up to 2,000 acre-feet of its future approved SWP Table A Water (future Table A Water). That is, for every 4 acre-feet of SCWA's 2018 Table A Water delivered to Santa Clara, 1 acre-foot will be returned by Santa Clara to SCWA prior to December 31, 2028.

In compliance with the California Environmental Quality Act (CEQA), Santa Clara, as the lead agency, determined that this water exchange is exempt from CEQA and filed a Notice of Exemption (NOE) with the County of Santa Clara (File Number: ENV21603) on June 14, 2018. DWR, as the responsible agency, has considered this document prior to

AUG 13 2018

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entering into this Agreement and will file an NOE with the Office of Planning and Research, based on CEQA Guidelines Section 15301 (Existing Facilities) upon execution of this Agreement.

DWR is willing to approve the delivery of up to 8,000 acre-feet of SCWA's 2018 Table A Water to Santa Clara in exchange for the return of up to 2,000 acre-feet of Santa Clara's future Table A Water to SCWA, subject to the following terms and conditions:

#### **TERM**

1. This Agreement shall be effective upon execution by all Parties and shall terminate on December 31, 2028 or upon final payment to DWR by Santa Clara and SCWA of all costs attributable to this Agreement, whichever occurs later. However, the liability, hold harmless, and indemnification obligations in this Agreement shall remain in effect until December 31, 2032, or until any claim or litigation concerning this Agreement asserted to DWR, Santa Clara, or SCWA as of December 31, 2032 is finally resolved, whichever occurs later.

#### **UNIQUENESS OF AGREEMENT**

2. DWR's approval under this Agreement is unique and shall not be considered a precedent for future agreements or DWR activities.

#### **APPROVALS**

3. The delivery and return of water under this Agreement shall be contingent upon, and subject to, any necessary approvals and shall be governed by the terms and conditions of such approval(s) and any other applicable legal requirements. Santa Clara and SCWA shall be responsible for complying with all applicable laws and legal requirements and for securing any required consent, approvals, permits, or orders. Santa Clara and SCWA shall furnish to DWR copies of all approvals and agreements required for the delivery and return of water under this Agreement.

#### **NORTH OF DELTA ALLOCATION**

4. The amount of water that is available for export by SCWA will be calculated for this Agreement and any future agreements in 2018 under Article 45(t)(1)(e)(iii) of Amendment No. 20 of SCWA's Water Supply Contract.

#### **WATER DELIVERY FROM SCWA TO SANTA CLARA**

5. DWR will deliver up to 8,000 acre-feet of SCWA's 2018 Table A Water to Santa Clara's turnout(s) in Reach 9 of the South Bay Aqueduct for use in its service area by December 31, 2018.
6. The delivery of water to Santa Clara under this Agreement shall be in accordance with a schedule reviewed and approved by DWR. DWR's approval is dependent upon the times and amounts of the delivery and the overall delivery capability of the SWP. DWR shall not be obligated to deliver the water at times when such delivery would adversely impact SWP operations, facilities, or other SWP contractors.
7. The sum of deliveries scheduled to Santa Clara under this Agreement, plus scheduled Santa Clara SWP water deliveries, plus deliveries to Santa Clara under any other agreements, shall not exceed the quantities on which the Proportionate Use-of-Facilities factors are based under Santa Clara's Water Supply Contract with DWR unless DWR determines that deliveries will not adversely impact SWP operations, facilities, or other SWP contractors.

#### **RETURN WATER DELIVERY FROM SANTA CLARA TO SCWA**

8. DWR will deliver up to 2,000 acre-feet of Santa Clara's future Table A Water to SCWA's turnout(s) in Reaches 1, 2, and 3A of the North Bay Aqueduct by December 31, 2028, based on an unbalanced exchange ratio of 4 to 1.
9. The return delivery of water to SCWA under this Agreement shall be in accordance with a schedule reviewed and approved by DWR. DWR's approval is dependent upon the times and amounts of the delivery and the overall delivery capability of the SWP. DWR shall not be obligated to deliver the water at times when such delivery would adversely impact SWP operations, facilities, or other SWP contractors.
10. The sum of deliveries scheduled to SCWA under this Agreement, plus scheduled SCWA SWP water deliveries, plus deliveries to SCWA under any other agreements, shall not exceed the quantities on which the Proportionate Use-of-Facilities factors are based under SCWA's Water Supply Contract with DWR unless DWR determines that deliveries will not adversely impact SWP operations, facilities, or other SWP contractors.

## **WATER DELIVERY SCHEDULES**

11. All water delivery schedules and revisions shall be in accordance with Article 12 of Santa Clara's and SCWA's respective Water Supply Contract with DWR.
12. Santa Clara and SCWA shall submit revised monthly water delivery schedules for approval to the State Water Project Analysis Office (SWPAO), Water Deliveries Section, indicating timing and point of delivery requested under this Agreement with reference to SWPAO #18018. Revised schedules shall be sent by electronic mail to SWPDeliveries@water.ca.gov or by FAX to (916) 653-9628, Attention: Chief, Water Deliveries Section.
13. Santa Clara and SCWA shall submit weekly water schedules for the delivery of water under this Agreement to the Delta Field Division, Water Operations Section, indicating timing and point of delivery requested with reference to SWPAO #18018. Schedules shall be sent by FAX to (209) 833-2049, Attention: Chief, Water Operations Section.
14. All weekly schedules described above shall be faxed by 10:00 a.m. Wednesday, for the following week, Monday through Sunday, to the Delta Field Division.
15. Weekly water schedules shall also be concurrently sent by electronic mail or faxed to the State Water Project Operations Control Office:
  - a. Water Management Branch  
Water\_deliv\_sched@water.ca.gov  
FAX: (916) 574-2785,  
Attention: Chief, Water Management Branch
  - b. Power Management and Optimization Branch  
POCOptimization@water.ca.gov  
FAX: (916) 574-2785,  
Attention: Chief, Power Management and Optimization Branch
  - c. Pre-Scheduling Section  
Presched@water.ca.gov  
FAX: (916) 574-2782,  
Attention: Chief, Pre-Scheduling Section



## **WATER DELIVERY RECORDS**

16. DWR will maintain monthly records documenting the delivery of SCWA's 2018 Table A Water to Santa Clara, as well as the return of Santa Clara's future Table A Water to Santa Clara, under this Agreement. Santa Clara and SCWA shall certify to SWPAO the quantity of water delivered to Santa Clara and the quantity of all return water to SCWA under this Agreement by January 31<sup>st</sup> of the year following actual delivery, with reference to SWPAO #18018.

## **CHARGES**

17. Santa Clara and SCWA shall pay the following charges for activities under this Agreement, including all future adjustments, which shall be calculated in the same manner as charges are calculated for SWP Table A deliveries, and shall be in accordance with the provisions of Santa Clara's and SCWA's respective Water Supply Contract with DWR. Charges shall be determined for the year the water is delivered and the year the water is returned.
  - a. Santa Clara shall pay to DWR the charges associated with the delivery of up to 8,000 acre-feet of SCWA's 2018 Table A Water from the Delta to Santa Clara's turnout(s) located in Reach 9 of the California Aqueduct. Santa Clara shall pay the Variable Operation, Maintenance, Power, and Replacement components of the Transportation Charge and the Off-Aqueduct Power Facilities costs for each acre-foot of water delivered to its turnout(s).
  - b. In any year that a portion of Santa Clara's future Table A Water is returned to SCWA under this Agreement, SCWA shall pay to DWR the charges associated with the delivery of the return water from Barker Slough Pumping Plant to SCWA's turnouts in Reaches 1, 2, and 3A of the North Bay Aqueduct. SCWA shall pay the Variable Operation, Maintenance, Power and Replacement components of the Transportation charges and the Off-Aqueduct Power Facilities costs in effect for the year in which the water is returned to SCWA for each acre-foot of water delivered to its turnout(s).
18. In addition to the charges identified above, Santa Clara and SCWA agree to pay to DWR any identified demonstrable increase in costs that would otherwise be borne by the SWP contractors not signatory to this Agreement or by DWR, as a result of activities under this Agreement.

19. Payment terms shall be in accordance with Santa Clara's and SCWA's respective Water Supply Contract.

#### **SWP ALLOCATION**

20. Water delivered to Santa Clara or SCWA under this Agreement shall not be considered by DWR in the determination of approved annual Table A deliveries or allocation of other SWP water to Santa Clara and SCWA under Article 18 of Santa Clara's and SCWA's respective Water Supply Contract with DWR.

#### **NO IMPACT**

21. This Agreement shall not be administered or interpreted in any way that would cause adverse impacts to SWP approved Table A water or to any other SWP approved water allocations, water deliveries, SWP operations, or SWP facilities. SCWA and Santa Clara shall be responsible, jointly and severally, as determined by DWR, for any adverse impacts that may result from the exchange of water under this Agreement.

#### **LIABILITY**

22. DWR is not responsible for the use, effects, or disposal of water under this Agreement once the water is delivered to the designated turnout(s). Responsibility shall be governed by Article 13 of SCWA's and/or Santa Clara's Water Supply Contracts, as applicable, with responsibilities under the terms of that article shifting from DWR to SCWA and/or Santa Clara when the water is delivered to the designated turnout(s).
23. SCWA and Santa Clara agree to defend and hold DWR, its officers, employees and agents harmless from any direct or indirect loss, liability, lawsuit, cause of action, judgment or claim, and shall indemnify DWR, its officers, employees and agents from all lawsuits, costs, damages, judgments, attorneys' fees, and liabilities that DWR, its officers, employees and agents incur as a result of DWR providing services under this Agreement, except to the extent resulting from the sole negligence or willful misconduct of DWR, its officers, employees and agents.

Ms. Cindy Kao, Imported Water Unit Manager, et al

AUG 13 2018  
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24. If uncontrollable forces preclude DWR from delivering water under this Agreement, either partially or completely, then DWR is relieved from the obligation to deliver the water to the extent that DWR is reasonably unable to complete the obligation due to the uncontrollable forces. Uncontrollable forces shall include, but are not limited to, earthquakes, fires, tornadoes, floods, and other natural or human caused disasters. SCWA and Santa Clara shall not be entitled to recover any administrative costs or other costs associated with delivery of water under this Agreement if uncontrollable forces preclude DWR from delivering the water.

#### EXECUTION

25. This Agreement may be executed in counterpart. The Parties agree to accept facsimile or electronically scanned signatures as original signatures. The Agreement shall take effect as soon as all Parties have signed.
26. Immediately after execution, SCWA and Santa Clara shall transmit a copy of the executed Agreement by facsimile or electronic file to Pedro Villalobos, SWPAO Chief, at 916) 653-9628 FAX or swpao-chief@water.ca.gov and to each other at:

Santa Clara: (408) 979-5640 FAX, or ckao@valleywater.org  
SCWA: (707) 451-6099 FAX, or rsanford@scwa2.com

27. If SCWA or Santa Clara requires a Board of Directors' approval of this Agreement, that Party shall send a facsimile or electronic copy of the board approval to the other Parties.

Sincerely,



F02 Pedro Villalobos, Chief  
State Water Project Analysis Office

Ms. Cindy Kao, Imported Water Unit Manager, et al

AUG 13 2018

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ACCEPTED:

SOLANO COUNTY WATER AGENCY

SANTA CLARA VALLEY WATER  
DISTRICT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

cc: Ms. Jennifer Pierre  
General Manager  
State Water Contractors  
1121 L Street, Suite 1050  
Sacramento, California 95814

Mr. Eric Chapman  
State Water Contractors  
1121 L Street, Suite 1050  
Sacramento, California 95814

August 10, 2018

# DRAFT

Felix Riesenberg  
City of Fairfield  
Public Works Department  
1000 Webster Street  
Fairfield, CA 94533

## **RE: City of Fairfield's 2018 Water Exchange Letter of Understanding**

Dear Mr. Riesenberg:

This letter of understanding ("Letter") documents and confirms the agreement that has been reached between Solano County Water Agency ("Agency") and the City of Fairfield ("Fairfield") (collectively the "Parties" and each a "Party"). The Letter specifies the terms under which the Agency agrees to transfer approximately 1,273 AF of Fairfield's State Water Project ("SWP") water to Water Contractors outside of Solano County seeking additional SWP water, in an unbalanced exchange. In the exchange the City of Fairfield will receive \$200/AF for a projected total of \$254,600, and a return of the transferred water tentatively set as a 4:1 ratio prior to the end of 2028.

### **BACKGROUND AND PURPOSE**

The Agency holds a contract with the California Department of Water Resources (DWR) to receive imported water deliveries from the SWP. Fairfield (along with other water agencies in Solano County) is a member agency of SCWA and is entitled to receive an allocation of SWP water by contract with the Agency dated September 26, 2013 ("Fairfield Member Unit Contract").

As of the date of this Letter, the Agency is aware that other entities outside of Solano County that hold contracts to receive water deliveries from the SWP require more SWP water than their DWR allocation provides in 2018. Fairfield has indicated that it is willing to forego delivery of the 2018 SWP water to which it is entitled under the Fairfield Member Unit Contract ("Fairfield 2018 Exchange Water"), and make that water available for exchange to another State Water Contractor, under the terms and conditions set forth herein.

Pursuant to Fairfield's request, the Agency is working with the Santa Clara Valley Water District (SCVWD), and DWR to facilitate a one-year water exchange between Fairfield and SCVWD. The basic parameters of the exchange are as follows:

1. Fairfield will receive an administrative fee \$200 per acre-foot of Fairfield 2018 Exchange Water exchanged to SCVWD in the 2018 calendar year. The amount

of Fairfield 2018 Exchange Water is estimated to be 1,273 acre-feet, resulting in a projected \$254,600 to be received by Fairfield.

2. Within the next ten (10) years, Fairfield will receive from SCVWD a portion of the quantity of Fairfield 2018 Exchange Water provided to them in 2018 (tentatively set to be 1 acre-foot returned for every 4 acre-feet of Fairfield 2018 Exchange Water).

The Agency is serving as a “pass through” and facilitator of the exchange(s) and will not receive any compensation – financial or in the form of water – for these efforts.

The Agency and Fairfield desire to memorialize their understandings in this Letter under which Fairfield will forego the delivery of the Fairfield 2018 Exchange Water and have the Agency exchange that with another State Water Contractor in return for payment for that water and an agreement that the State Water Contractor (the “Purchaser”) receiving and paying for that water will return a portion of the water to Fairfield via the Agency at a future date, all subject to the terms and conditions set forth below.

#### TERMS AND CONDITIONS

1. Condition Precedent. DWR's written approval of a written exchange agreement (the “Exchange Agreement”) between the Agency and the Purchaser is a condition precedent to Agency's authorization to proceed under this Letter. DWR's approval shall be provided in the form of an agreement among DWR, the Agency and the Purchaser.
2. Deliveries to Purchaser. The Agency will request that DWR deliver to the Purchaser 100% of Fairfield 2018 Exchange Water (up to a maximum of 1,273 acre-feet) from the SWP. Within thirty (30) days following the execution of the Exchange Agreement, the Purchaser shall pay the Agency \$200 per AF of Fairfield 2018 Exchange Water made available by Fairfield, unless a different price is negotiated and agreed upon in writing by Fairfield and the Agency (“Exchange Fee”). The Agency shall pay 100% of the Exchange Fee received from Purchaser to Fairfield.
3. Return Deliveries to the Agency. Prior to the end of calendar year 2028, the Purchaser will provide for delivery of some portion of SWP water to the Agency, anticipated to be no less than 1 acre-foot returned for every 4 acre-feet of Fairfield 2018 Exchange Water provided in 2018, unless agreed to in writing by Fairfield (“Return Water”). The Agency shall deliver the Return Water to Fairfield under the Fairfield Member Unit Contract unless other arrangements are made between the Agency and Fairfield in a written agreement, in any one year as set forth in the Exchange Agreement.
4. Notice of Exemption. Because all of the Fairfield 2018 Exchange Water delivered to the Purchaser will be delivered through existing facilities, without the construction of additional facilities to effect such deliveries, Fairfield and the Agency agree that the exchange described herein constitutes a project that is exempt from the California

Environmental Quality Act pursuant to Sections 15061(b)(3) and 15301 of the State CEQA Guidelines. The Agency or DWR shall file a Notice of Exemption for the project described herein with the Clerk of the Board of Supervisors of Solano County, as well as the County in which any Purchaser is located, and shall provide a copy to Fairfield.

5. Transaction Costs. Fairfield and Agency shall each be responsible for its own legal and consulting costs incurred in the preparation, review and implementation of this Letter. Fairfield and the Agency each agree to cooperate with each other in the preparation, review and execution of any additional agreements that may be necessary to effect the exchange described herein. Fairfield shall not be responsible for payment of any charges imposed by any agency, including the Agency, for the preparation and processing of the Exchange Agreement, or for the preparation and processing of such other approvals as may be necessary to effect the exchange described herein.

6. Costs of Defense. In the event of any legal action by a third party to challenge this Letter and/or the exchange described herein, Fairfield and the Agency agree to cooperate in the defense thereof and to share equally in the costs of such defense, utilizing counsel mutually acceptable to the Parties.

7. Force Majeure. In the event that an unavoidable event beyond the reasonable control of the Parties, including, but not limited to availability of SWP water, renders the performance of this Letter impossible or infeasible, the Parties hereto shall be excused from the performance thereof, with a corresponding refund or adjustment of the payments required herein as may be necessary to achieve financial equity as between the Parties for that portion of the Letter that cannot be performed; provided, however, that the Agency shall first coordinate with DWR to determine whether alternate performance may be possible pursuant to an alternate schedule for completion of performance.

8. Authority. The undersigned representatives of Fairfield and the Agency hereby represent that they are authorized to execute the Letter for the Parties on whose behalf this Letter is executed.

9. Notice. Written notice may be provided by either Party to the other by first-class mail, postage prepaid, to the following addresses:

City of Fairfield – Public Works Department  
1000 Webster Street  
Fairfield, CA 94533  
Attn: Felix Riesenber, Assistant Public Works Director/Utilities

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

Executed on the dates set forth below.

CITY OF FAIRFIELD

By: \_\_\_\_\_  
David A. White, City Manager                      Date \_\_\_\_\_

Solano County Water Agency

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



September 6, 2018

**DRAFT**

Jeremy Craig, City Manager  
City of Vacaville  
650 Merchant Street  
Vacaville, CA 95688

**RE: City of Vacaville's 2018 Water Exchange Letter of Understanding**

Dear Mr. Craig:

This letter of understanding ("Letter") documents and confirms the agreement that has been reached between Solano County Water Agency ("SCWA" or "Agency") and the City of Vacaville ("Vacaville") (collectively the "Parties" and each a "Party"). The Letter specifies the terms under which the Agency agrees to transfer up to 1,272 AF of Vacaville's State Water Project ("SWP") water to Santa Clara Valley Water District, seeking additional SWP water, in an unbalanced exchange. In the exchange Vacaville will receive \$200/AF for a projected total of \$254,400, and a return of the transferred water set as a 4:1 ratio prior to the end of 2028.

**BACKGROUND AND PURPOSE**

The Agency holds a contract with the California Department of Water Resources (DWR) to receive imported water deliveries from the SWP. Vacaville (along with other water agencies in Solano County) is a member agency of SCWA and is entitled to receive an allocation of SWP water by contract with the Agency dated September 24, 2013 ("Vacaville Member Unit Contract").

As of the date of this Letter, the Agency is aware that other entities outside of Solano County that hold contracts to receive water deliveries from the SWP require more SWP water than their DWR allocation provides in 2018. Vacaville has indicated that it is willing to forego delivery of the 2018 SWP water to which it is entitled under the Vacaville Member Unit Contract ("Vacaville 2018 Exchange Water"), and make that water available for exchange to another State Water Contractor, under the terms and conditions set forth herein.

The Agency is working with the Santa Clara Valley Water District ("SCVWD" or "Recipient"), and DWR to facilitate a one-time, one-year water exchange between Vacaville and SCVWD. The basic parameters of the exchange are as follows:

1. Vacaville will receive an administrative fee \$200 per acre-foot of Vacaville 2018 Exchange Water exchanged to SCVWD in the 2018 calendar year. The amount

of Vacaville 2018 Exchange Water is estimated to be 1,272 acre-feet, resulting in a projected \$254,400 administrative fee to be received by Vacaville.

2. Within the next ten (10) years, Vacaville will receive from SCVWD a portion of the quantity of Vacaville 2018 Exchange Water provided to them in 2018 (set to be 1 acre-foot returned for every 4 acre-feet of Vacaville 2018 Exchange Water).

The Agency is serving as a "pass through" and facilitator of the exchange(s) and will not receive any compensation – financial or in the form of water – for these efforts.

The Agency and Vacaville desire to memorialize their understandings in this Letter under which Vacaville will forego the delivery of the Vacaville 2018 Exchange Water and allow the Agency exchange that with another State Water Contractor in return for an administrative fee and an agreement that the Recipient receiving and paying the administrative fee for that water will return a portion of the water to Vacaville via the Agency at a future date, pursuant to the terms and conditions set forth below, which will be incorporated into the Agency's agreement with the Recipient.

#### TERMS AND CONDITIONS

1. Condition Precedent. DWR's written approval of a written exchange agreement (the "Exchange Agreement") between the Agency and the Recipient is a condition precedent to Agency's authorization to proceed under this Letter. DWR's approval shall be provided in the form of an agreement among DWR, the Agency and the Recipient.
2. Deliveries to Recipient. The Agency will request that DWR deliver to the Recipient 100% of Vacaville 2018 Exchange Water (a minimum of 1,000 acre-feet, and up to a maximum of 1,272 acre-feet) from the SWP. Within thirty (30) days following the execution of the Exchange Agreement and receipt of DWR's written approval, the Recipient shall pay the Agency \$200 per AF of Vacaville 2018 Exchange Water made available by Vacaville, unless a different fee is negotiated and agreed upon in writing by Vacaville and the Agency ("Exchange Fee"). The Agency shall pay 100% of the Exchange Fee received from Recipient to Vacaville within thirty (30) days of receipt from Recipient.
3. Return Deliveries to the Agency. Prior to the end of calendar year 2028, the Recipient will provide for delivery of SWP water to the Agency, in the amount of 1 acre-foot returned for every 4 acre-feet of Vacaville 2018 Exchange Water provided in 2018, unless otherwise agreed to in writing by Vacaville ("Return Water"). The Agency shall deliver the Return Water to Vacaville under the Vacaville Member Unit Contract unless other arrangements are made between the Agency and Vacaville in any one year, in a written agreement pursuant to the Exchange Agreement.
4. Notice of Exemption. Because all of the Vacaville 2018 Exchange Water delivered to the Recipient will be delivered through existing facilities, without the construction of additional facilities to effect such deliveries, Vacaville and the Agency agree that the

exchange described herein constitutes a project that is exempt from the California Environmental Quality Act pursuant to Sections 15061(b)(3) and 15301 of the State CEQA Guidelines. The Agency or DWR shall file a Notice of Exemption for the project described herein with the Clerk of the Board of Supervisors of Solano County, as well as the County in which Recipient is located, and shall provide a copy to Vacaville.

5. Transaction Costs. Vacaville and Agency shall each be responsible for its own legal and consulting costs incurred in the preparation, review and implementation of this Letter. Vacaville and the Agency each agree to cooperate with each other in the preparation, review and execution of any additional agreements that may be necessary to effect the exchange described herein. Vacaville shall not be responsible for payment of any charges imposed by any agency, including the Agency, for the preparation, processing or implementation of the Exchange Agreement, or for the preparation and processing of such other approvals as may be necessary to effect the exchange described herein.

6. Costs of Defense. In the event of any legal action by a third party to challenge this Letter and/or the exchange described herein ("Legal Action"), Vacaville and the Agency agree to cooperate in the defense thereof. Notwithstanding the agreement to cooperate, Agency shall include in the Exchange Agreement with Recipient, Recipient's obligation to indemnify and defend Vacaville (with counsel reasonably acceptable to Vacaville) in the event of any Legal Action arising from or related to the water exchange, this Letter or the Exchange Agreement.

7. Force Majeure. In the event that an unavoidable event beyond the reasonable control of the Parties, including, but not limited to availability of SWP water, renders the performance of this Letter impossible or infeasible, the Parties hereto shall be excused from the performance thereof, with a corresponding refund or adjustment of the payments required herein as may be necessary to achieve financial equity as between the Parties for that portion of the Letter that cannot be performed; provided, however, that the Agency shall first coordinate with DWR to determine whether alternate performance may be possible pursuant to an alternate schedule for completion of performance.

8. Authority. The undersigned representatives of Vacaville and the Agency hereby represent that they are authorized to execute the Letter for the Parties on whose behalf this Letter is executed.

9. Notice. Written notice may be provided by either Party to the other by first-class mail, postage prepaid, to the following addresses:

City of Vacaville – Utilities Department  
PO Box 220  
Elmira, CA 95625  
Attn: Justen Cole, Interim Utilities Director

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

Executed on the dates set forth below.

CITY OF VACAVILLE,

By: \_\_\_\_\_ Date \_\_\_\_\_  
Jeremy Craig, City Manager

Solano County Water Agency

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