

# SOLANO COUNTY WATER AGENCY



## BOARD OF DIRECTORS:

### **Chair:**

Mayor Ron Kott  
City of Rio Vista

### **Vice Chair:**

Director Dale Crossley  
Reclamation District No. 2068

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

Supervisor Erin Hannigan  
Solano County District 1

Supervisor Monica Brown  
Solano County District 2

Supervisor Jim Spering  
Solano County District 3

Supervisor John Vasquez  
Solano County District 4

Supervisor Skip Thomson  
Solano County District 5

Director Lance Porter  
Solano Irrigation District

Mayor Lori Wilson  
City of Suisun City

Mayor Ron Rowlett  
City of Vacaville

Mayor Bob Sampayan  
City of Vallejo

## GENERAL MANAGER:

Roland Sanford  
Solano County Water  
Agency

## BOARD OF DIRECTORS MEETING

**DATE:** Thursday, June 11, 2020

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

**PLACE:** Virtual Meeting – Zoom Meeting

### **Join Zoom Meeting:**

<https://us02web.zoom.us/j/89469819495?pwd=Nk5iRkw2enc0Qi9MdDlaRH12bnpBUT09>

Meeting ID: 894 6981 9495

Password: 958607

+1 669 900 9128 US (San Jose)

Find your local number: <https://us02web.zoom.us/u/kdTgpWCzbf>

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. APPROVAL OF AGENDA**

**4. PUBLIC COMMENT**

*If you wish to make a Public Comment, please contact the Secretary at:*

*[clea@scwa2.com](mailto:clea@scwa2.com) to expedite the process, thank you. Public Comments may still be made during the virtual meeting without prior notice.*

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

(A) Minutes: Approval of the Minutes of the Board of Directors meeting of May 14, 2020.

(B) Expenditure Approvals: Approval of the May 2020 checking account register.

(C) Pre-Approval of Fiscal Year 2020-2021 Payments: Pre-approval of specified categories of bills for fiscal year 2020 – 2021.

(D) SCWA Statement of Investment Policy for Fiscal Year 2020-2021: Approval of the annual Statement of Investment Policy.



- (E) Revisions to Procurement Policy: Approval of revisions to Water Agency Procurement Policy.
- (F) Dixon Watershed Management Plan – Phase II: Authorize General Manager to execute \$250,000 contract with Wood Rodgers for completion of the Dixon Watershed Management Plan – Phase II.
- (G) PSC, Ulati and Putah Creek Soil Assessment and Bank Stabilization: Authorize General Manager to execute \$35,000 contract amendment with UC Davis for the Soil Assessment and Bank Stabilization project.

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 WORKFORCE STUDY** *(estimated time: 15 minutes)*

RECOMMENDATION: Authorize General Manager to execute contract with Boucher Law to conduct Water Agency Workforce Study.

10. **SCWA BUDGET FOR FISCAL YEAR 2020-2021** *(estimated time: 20 minutes)*

RECOMMENDATION: Hear Staff report and recommendation from the Executive Committee, acting as the Budget Review Committee, and consider adoption of Water Agency's fiscal year 2020-2021 budget.

11. **BUDGET IMPLEMENTATION ACTIONS** *(estimated time: 15 minutes)*

- (A) State Water Project Tax Rate for Fiscal Year 2019-2020: Establish a tax rate of \$0.02 per \$100 of assessed valuation for the State Water Project property tax for fiscal year 2020-2021.
- (B) Cost of Living Adjustment for Water Agency Employees: Award a 1.0% cost of living adjustment to Water Agency employees effective June 26, 2020.
- (C) Consultant Services Contracts and Renewals: Authorize General Manager to execute agreements and amendments for the following consultant services for work through fiscal year 2020-2021:
  - 1. A2Z Landscaping, Landscape Assistance Program, new contract – contract limit of \$200,000;

2. AG Innovations, Solano Subbasin Groundwater Sustainability Plan Administration, new contract – contract limit of \$198,120;
3. Blankinship & Associates, Aquatic Pesticide Compliance, new contract – contract limit of \$87,300;
4. Brereton Architects, SCWA Office Expansion, new contract – contract limit of \$50,000;
5. Eagle Aerial, Irrigated Landscape, new contract – contract limit of \$90,000
6. Eyasco, Data, Website and SCADA Support, new contract – contract limit of \$435,275;
7. GHD, CII Water Conservation Program and Water Efficiency Evaluation, new contract – contract limit of \$65,000;
8. Hiuga Diving Co., Lindsey and Barker Slough, new contract – contract limit of \$60,000;
9. Jacobs Engineering Group, Solano HCP Planning, new contract – contract limit of \$80,000
10. LSA Associates, Inc., Solano Habitat Conservation Plan, new contract – contract limit of \$376,000;
11. Luhdorff & Scalmanini, Ongoing Groundwater Investigations, new contract – contract limit of \$259,184;
12. Mark E. Grismer, Hydrologic Technical Services, new contract – contract limit of \$60,000;
13. Putah Creek Council, Public Education, new contract – contract limit of \$225,163;
14. Putah Creek Council, LPCCC Native Plant Nursery, new contract – contract limit of \$50,000;
15. Regional Governmental Services, Human Resources and Financial Consulting, new two year contract – contract limit of \$150,000;
16. Richard Heath & Associates, Low Income Water Efficiency Upgrade Program, new contract – contract limit of \$65,000;
17. Shandam Consultants, IT Support, new contract – contract limit of \$150,850;
18. Solano Land Trust, Mitigation Land Development, amendment to extend contract period to 6/30/2021 and to increase contract amount by \$28,500 from \$105,000 to \$133,500;
19. Southwest Environmental, High Efficiency Toilet Replacement for Low Income Residents, new contract – contract limit of \$65,000;
20. Sustainable Solano, Solano Sustainable Initiative, contract amendment – increase contract limit by \$150,000, from \$300,000 to \$450,000;
21. Terra Realty Advisors, Realty Services, new contract – contract limit of \$100,000;
22. Terraphase Engineering Inc., Cache Slough Water Quality Monitoring, new contract – contract limit of \$58,000;
23. Victor P. Claassen, PSC & Ulati FCP Soil & Bank Stabilization, new contract – contract limit of \$130,000;
24. Waterfluence, Regional Large Landscape Technical Assistance Program, new contract – contract limit of \$70,000;
25. Wildlife Survey and Photo Service, Monitor New Zealand Mud Snails, new contract – contract limit of \$219,152;
26. Wilson Public Affairs, Public Affairs, amendment to extend contract period to 6/30/2021 and to increase contract amount by \$50,000 from \$91,000 to \$141,000;
27. Yolo Resource Conservation District, Westside IRWM Coordination, new contract – contract limit of \$75,000;

**12. LEGISLATIVE UPDATES** *(estimated time: 15 minutes)*

RECOMMENDATION:

1. Hear report from Committee Chair on activities of the SCWA Legislative Committee.
2. Hear report from Bob Reeb of Reeb Government Relations, LLC.

**13. 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 Conservancy.
4. Hear report from Mayor Patterson on activities of the North Bay Watershed Association.

**14. CLOSED SESSION** *(estimated time: 35 minutes)*

- 1 Conference with Real Property Negotiations (§ 54956.8)  
Property: Assessor Parcel Number 101-020-110  
Agency Negotiation: Roland Sanford  
Negotiating Parties: Mary Helen Seeger, Cedar Seeger, Debbie Lynn Adams  
Under Negotiation: Acquisition
- 2 Conference with Legal Counsel – Existing Litigation (§ 54956.9)  
Name of Case: Solano County Water Agency v. Delta Stewardship Council  
(Consistency Appeal)

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

Thursday, July 9, 2020 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: May 14, 2020**

The Solano County Water Agency Board of Directors met this evening via Zoom teleconferencing, in deference to the ongoing State and County COVID-19 “shelter in place” directives. Present were:

Mayor Elizabeth Patterson, City of Benicia  
Vice-Mayor Scott Pederson, City of Dixon  
Mayor Harry Price, City of Fairfield  
Mayor Ronald Kott, City of Rio Vista  
Mayor Lori Wilson, City of Suisun  
Mayor Ron Rowlett, City of Vacaville  
Mayor Bob Sampayan, City of Vallejo  
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 No. 2068  
Director John Kluge, Solano Irrigation District  
Director Ryan Mahoney, Maine Prairie Water District

**CALL TO ORDER**

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

**APPROVAL OF AGENDA**

On a motion by Mayor Sampayan and a second by Vice-Mayor Pederson the Board unanimously approved – by roll call vote - the agenda.

**PUBLIC COMMENT**

There were no public comments.

**CONSENT ITEMS**

On a motion by Mayor Patterson and second by Supervisor Brown the Board unanimously approved – by roll call vote - the following consent items:

- (A) Minutes
- (B) Expenditure Approvals
- (C) Contract Amendment with AD Consultants
- (D) Contract Amendment with Shandam Consulting Incorporated
- (E) Contract Amendment with Thinking Green Consultants
- (F) Service Agreement with Badawi & Associates, CPA’s
- (G) Vehicle Purchase for Solano Project Operations

**BOARD MEMBER REPORTS**

There were no Board Member reports.

**GENERAL MANAGER’S REPORT**

In addition to his written report, General Manager Roland Sanford briefed the Board on the anticipated May 16<sup>th</sup> opening of selected Lake Berryessa boat launch facilities and noted that the May 16<sup>th</sup> opening of facilities was roughly two weeks earlier than initially forecasted by the U.S. Bureau of Reclamation. Mr. Sanford described the accelerated preparations that are underway to prepare field staff and summer interns for the 2020 Lake Berryessa Mussel Infestation Prevention Program.

**SOLANO WATER ADVISORY COMMISSION**

There was no verbal report. The minutes of the February 26, 2020 Solano Water Advisory Commission meeting were included in the May 14, 2020 Board meeting agenda packet.

**APPOINTMENT OF FY 2020-2021 BUDGET REVIEW COMMITTEE**

The General Manager explained that each year the Board Chair appoints a committee to review the Agency’s proposed budget for the forthcoming fiscal year and that in past years the Board’s Executive Committee has served as the Budget Review Committee. Chair Kott, in keeping with past practice, appointed the Executive Committee to serve as the Budget Review Committee for review of the proposed FY 2020-2021 budget.

**LEGISLATIVE UPDATES**

Mr. Bob Reeb, the Water Agency’s legislative advocate, provided a brief overview of the Governor’s revised state budget and the projected fiscal impacts of the COVID-19 pandemic.

**WATER POLICY UPDATES**

- 1. Staff had nothing to report on emerging Delta and Water Policy issues.
- 2. The Water Policy Committee did not meet in April.
- 3. There was nothing to report on the activities of the Delta Counties Coalition.
- 4. Mayor Patterson reported that the North Bay Watershed Association meeting on March 6, 2020 was informative, a copy of the March 6, 2020 meeting notes was included in the Board’s meeting agenda packet.

**TIME AND PLACE OF NEXT MEETING**

Thursday, June 11, 2020 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 6:53 p.m.

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

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE: June 11, 2020  
SUBJECT: Expenditures Approval

RECOMMENDATIONS:


Approve expenditures from the Water Agency checking accounts for May 2020.

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 May 2020. Additional backup information is available upon request.

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:

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 June 11, 2020 by the following vote:

Ayes:  
  
Noes:  
  
Abstain:  
  
Absent:

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



## SOLANO COUNTY WATER AGENCY

## Cash Disbursements Journal

For the Period From May 1, 2020 to May 31, 2020

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
5/12/20	34673	2020SC 2020SC 1020SC	Invoice: 0644899 Invoice: 0646614 ACWA JOINT POWERS INSURANCE AUTHORITY	1,764.66 1,764.66	3,529.32
5/12/20	34674	2020SC 1020SC	Invoice: 3299172 AMERICAN TOWER CORPORATION	625.45	625.45
5/12/20	34675	2020SC  1020SC	Invoice: SCFY19/20-45-1912 CALIFORNIA WATER EFFICIENCY PARTNERSHIP	10,392.09	10,392.09
5/12/20	34676	2020SC 1020SC	Invoice: 9060 CP UNLIMITED	11,000.00	11,000.00
5/12/20	34677	2020SC  1020SC	Invoice: MAY 2020 EXEC MTG DALE CROSSLEY	100.00	100.00
5/12/20	34678	2020SC 1020SC	Invoice: 7169003 TIAA BANK	1,285.96	1,285.96
5/12/20	34679	2020SC 1020SC	Invoice: 4983 EYASCO, INC.	30,949.84	30,949.84
5/12/20	34680	2020SC 1020SC	Invoice: 22645-10 THE FRESHWATER TRUST	29,216.50	29,216.50
5/12/20	34681	2020SC 1020SC	Invoice: 141107 GHD, INC.	13,779.75	13,779.75
5/12/20	34682	2020SC 1020SC	Invoice: 9522336958 GRAINGER	383.00	383.00
5/12/20	34683	2020SC 1020SC	Invoice: 3 MARK E. GRISMER PHD PE	2,400.00	2,400.00
5/12/20	34684	2020SC 2020N 1020SC	Invoice: 2081507 Invoice: 0622358 HOME DEPOT CREDIT SERVICE	707.96 38.87	746.83
5/12/20	34685	2020SC 1020SC	Invoice: 72866 INTEGRATED ENVIRONMENTAL RESTORATION	11,970.25	11,970.25
5/12/20	34686	2020N 1020SC	Invoice: 0420-4 JEFFREY J JANIK	320.00	320.00
5/12/20	34687	2020SC 1020SC	Invoice: 63100613970 LES SCHWAB TIRE CENTER	235.45	235.45
5/12/20	34688	2020SC 1020SC	Invoice: 171167 LSA ASSOCIATES, INC.	31,187.16	31,187.16
5/12/20	34689	2020SC  1020SC	Invoice: IRWM WESTSIDE RETEN NAPA COUNTY FC&WCD	95,656.78	95,656.78
5/12/20	34690	2020SC 2020SC 2020SC 2020SC	Invoice: 297462 Invoice: 074054 Invoice: 074269 Invoice: 297586	231.57 147.46 88.93	139.39

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		2020SC	Invoice: 297821	47.17	
		2020SC	Invoice: 297822	122.92	
		2020SC	Invoice: 297855	70.75	
		2020SC	Invoice: 074924	68.72	
		2020SC	Invoice: 074925	91.96	
		2020SC	Invoice: 074998	77.70	
		2020SC	Invoice: 816210	3.27	
		1020SC	PACIFIC ACE HARDWARE		811.06
5/12/20	34691	2020SC	Invoice: 6205	4,690.00	
		1020SC	PAT DAVIS DESIGN GROUP, INC		4,690.00
5/12/20	34692	2020SC	Invoice: 860265	110.57	
		2020SC	Invoice: 860343	2.21	
		2020SC	Invoice: 860422	32.81	
		2020SC	Invoice: 860463	59.38	
		2020SC	Invoice: 860489	8.29	
		2020SC	Invoice: 859733		217.10
		1020SC	BOB PISANI & SON	3.84	
5/13/20	34692V	2020SC	Invoice: 860265		110.57
		2020SC	Invoice: 860343		2.21
		2020SC	Invoice: 860422		32.81
		2020SC	Invoice: 860463		59.38
		2020SC	Invoice: 860489		8.29
		2020SC	Invoice: 859733	217.10	
		1020SC	BOB PISANI & SON		3.84
5/12/20	34693	2020SC	Invoice: MUSS INCENTIVE	66.00	
		1020SC	PLEASURE COVE MARINA		66.00
5/12/20	34694	2020SC	Invoice: APR 2020	600.00	
		1020SC	PUTAH CREEK TROUT		600.00
5/12/20	34695	2020SC	Invoice: MUSSEL INCENTIVE	65.00	
		1020SC	COURTNEY SEALE		65.00
5/12/20	34696	2020SC	Invoice: 0016975	90,697.93	
		2020SC	Invoice: 0016976	128,827.69	
		1020SC	SOLANO IRRIGATION DISTRICT		219,525.62
5/12/20	34697	2020SC	Invoice: 1497	1,400.87	
		2020SC	Invoice: 1493	8,471.62	
		1020SC	SOLANO RESOURCE CONSERVATION DISTRICT		9,872.49
5/12/20	34698	2020SC	Invoice: 774735	5,994.42	
		1020SC	SYAR INDUSTRIES, INC		5,994.42
5/12/20	34699	2020SC	Invoice: 99	2,375.00	
		2020SC	Invoice: 98	2,675.00	
		1020SC	TRPA FISH BIOLOGISTS		5,050.00
5/12/20	34700	2020SC	Invoice: 9853421357	2,848.93	
		1020SC	VERIZON WIRELESS		2,848.93
5/12/20	34701	2020SC	Invoice: 5	2,100.00	
		1020SC	HERB WIMMER		2,100.00
5/12/20	34702	2020SC	Invoice: 135076	20,000.00	
		1020SC	WOOD RODGERS, INC.		20,000.00
5/12/20	34703	2020SC	Invoice: 551243	52.50	

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		1020SC	M&M SANITARY LLC		52.50
5/12/20	34704	2020SC 1020SC	Invoice: 872132 BOB PISANI & SON	125.72	125.72
5/12/20	34705	2020SC 1020SC	Invoice: 01109628 RECOLOGY HAY ROAD	270.40	270.40
5/12/20	34706	2020SC 1020SC	Invoice: 01346 SHELDON	99.00	99.00
5/12/20	34707	2020N 1020SC	Invoice: 65007 SUISUN VALLEY FRUIT GROWERS AS	301.34	301.34
5/12/20	34708	2020SC 1020SC	Invoice: CAVAC68791 FASTENAL COMPANY	37.27	37.27
5/15/20	34709	2020SC 1020SC	Invoice: 5771 OPEN AUTOMATION SOFTWARE	5,590.96	5,590.96
5/19/20	34710	2020SC 1020SC	Invoice: 20-355 BARTEL ASSOCIATES	1,488.00	1,488.00
5/19/20	34711	2020SC  1020SC	Invoice: SCFY19/20-61-2003 CALIFORNIA WATER EFFICIENCY PARTNERSHIP	36,820.00	36,820.00
5/19/20	34712	2020SC 1020SC	Invoice: 184957 FRONTIER ENERGY	724.50	724.50
5/19/20	34713	2020SC 1020SC	Invoice: 125483 GRANICUS	210.00	210.00
5/19/20	34714	2020SC 1020SC	Invoice: 96184 HERUM/ CRABTREE/ SUNTAG	2,889.66	2,889.66
5/19/20	34715	2020SC 1020SC	Invoice: CL53775 INTERSTATE OIL COMPANY	258.45	258.45
5/19/20	34716	2020SC 1020SC	Invoice: 5516 KC ENGINEERING COMPANY	360.00	360.00
5/19/20	34717	2020SC 1020SC	Invoice: IN-120048766 LA RANCHERA	2,160.00	2,160.00
5/19/20	34718	2020SC 1020SC	Invoice: 171889 LSA ASSOCIATES, INC.	38,052.50	38,052.50
5/19/20	34719	2020SC  1020SC	Invoice: MAY 2020 BOD MTG RYAN MAHONEY	100.00	100.00
5/19/20	34720	2020SC 1020SC	Invoice: 8478478 OVIVO USA, LLC.	7,201.67	7,201.67
5/19/20	34721	2020SC  1020SC	Invoice: MAY 2020 BOD MTG LANCE PORTER	100.00	100.00
5/19/20	34722	2020SC 1020SC	Invoice: 45969375 RECOLOGY VACAVILLE SOLANO	261.36	261.36
5/19/20	34723	2020SC	Invoice: 34-JUN-2020	9,500.00	

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		1020SC	REEB GOVERNMENT RELATIONS, LLC		9,500.00
5/19/20	34724	2020SC	Invoice: MAY 2020 BOD MTG	100.00	
		1020SC	RON ROWLETT		100.00
5/19/20	34725	2020SC	Invoice: MAY 2020 BOD MTG	100.00	
		1020SC	BOB SAMPAYAN		100.00
5/19/20	34726	2020SC	Invoice: 033120043	10,252.50	
		1020SC	SHANDAM CONSULTING		10,252.50
5/19/20	34727	2020SC	Invoice: 0016980	204.34	
		2020SC	Invoice: 0016981	16,337.40	
		1020SC	SOLANO IRRIGATION DISTRICT		16,541.74
5/19/20	34728	2020SC	Invoice: 5A	9,009.42	
		1020SC	SOLANO RESOURCE CONSERVATION DISTRICT		9,009.42
5/19/20	34729	2020SC	Invoice: 35571	294.00	
		2020SC	Invoice: 35572	347.00	
		1020SC	SOUTHWEST ENVIRONMENTAL, INC.		641.00
5/19/20	34730	2020SC	Invoice: MAY 2020 BOD MTG	100.00	
		1020SC	JAMES SPERING		100.00
5/19/20	34731	2020SC	Invoice: 2020-5-SCWA	16,656.27	
		1020SC	SUSTAINABLE SOLANO		16,656.27
5/19/20	34732	2020SC	Invoice: 202005-13765	4,974.25	
		1020SC	TERRA REALTY ADVISORS, INC.		4,974.25
5/19/20	34733	2020SC	Invoice: 57414669	129,253.75	
		2020SC	Invoice: 70B70-09	124,663.11	
		1020SC	THE REGENTS OF THE UNIVERSITY OF CA		253,916.86
5/19/20	34734	2020SC	Invoice: 305687	186.50	
		2020SC	Invoice: 3058555	356.00	
		2020SC	Invoice: 3058931	148.00	
		1020SC	GROW WEST		690.50
5/19/20	34735	2020SC	Invoice: MAY 2020 BOD MTG	100.00	
		1020SC	JOHN VASQUEZ		100.00
5/19/20	34736	2020SC	Invoice: 9853981851	530.14	
		1020SC	VERIZON WIRELESS		530.14
5/19/20	34737	2020SC	Invoice: 22083	595.00	
		1020SC	WINTERS BROADBAND		595.00
5/26/20	34738	2020SC	Invoice: 10781	559.48	
		1020SC	ALL SPORTS EMBROIDERY		559.48
5/26/20	34739	2020SC	Invoice: 000014755477	277.59	
		2020SC	Invoice: 000014756970	606.24	
		2020SC	Invoice: 000014755522	164.69	
		1020SC	CALNET3		1,048.52

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5/26/20	34740	2020SC 1020SC	Invoice: 10826 CHAVEZ TRANSPORT, INC.	1,850.00	1,850.00
5/26/20	34741	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 20-026-T-MAY 2020 Invoice: 20-258-V APR 2020 Invoice: 20-024-O MAY 2020 Invoice: 20-026-T-JUN 2020 Invoice: 20-232-V-MAR 2020 Invoice: 20-024-O-JUN 2020 DEPARTMENT OF WATER RESOURCES	520,767.00 88,915.00 1,030.00 520,767.00 22,194.00 1,030.00	1,154,703.00
5/26/20	34742	2020SC 1020SC	Invoice: 521201 FORD LINCOLN FAIRFIELD	38,991.01	38,991.01
5/26/20	34743	2020SC 1020SC	Invoice: 5605 GARDENSOFT CORP	4,150.00	4,150.00
5/26/20	34744	2020SC 1020SC	Invoice: 35929 LUHDORFF & SCALMANINI	3,058.50	3,058.50
5/26/20	34745	2020SC 1020SC	Invoice: 205674 MARTIN'S METAL FABRICATION &	82.18	82.18
5/26/20	34746	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 298114 Invoice: 075418 Invoice: 076456 Invoice: 298314 Invoice: 076080 Invoice: 298780 Invoice: 299140 Invoice: 078035 Invoice: 078416 Invoice: 078418 Invoice: 299436 PACIFIC ACE HARDWARE	53.35 52.70 131.59 65.38 45.70 28.09 31.46 53.54 75.10 22.88 108.92	668.71
5/26/20	34747	2020SC 1020SC	Invoice: 103540 RAMIREZ TOWING INC.	420.00	420.00
5/26/20	34748	2020SC 1020SC	Invoice: 10975 REGIONAL GOVERNMENT SERVICES AUTHORITY	616.60	616.60
5/26/20	34749	2020SC 1020SC	Invoice: 1423 DOUG NOLON	5,500.00	5,500.00
5/26/20	34750	2020SC 1020SC	Invoice: 1499 SOLANO RESOURCE CONSERVATION DISTRICT	4,788.04	4,788.04
5/26/20	34751	2020SC 2020SC 2020SC 1020SC	Invoice: 2505484421 Invoice: 2512086131 Invoice: 2522188671 STAPLES	77.67 137.31 71.51	286.49

## SOLANO COUNTY WATER AGENCY

## Cash Disbursements Journal

For the Period From May 1, 2020 to May 31, 2020

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
5/26/20	34752	2020SC 1020SC	Invoice: 23233 SUMMERS ENGINEERING CO., INC.	8,286.51	8,286.51
5/26/20	34753	2020SC 1020SC	Invoice: 20902-58 THE REGENTS OF THE UNIVERSITY OF CA	35,809.29	35,809.29
5/26/20	34754	2020SC 2020SC 2020SC 1020SC	Invoice: BAWMRP #32 Invoice: BAWMRP #33 Invoice: 27 THINKING GREEN CONSULTANTS	1,750.00 625.00 717.53	3,092.53
5/26/20	34755	2020SC 1020SC	Invoice: OSV000002106605 VERIZON CONNECT	285.00	285.00
5/26/20	34756	2020SC  2020SC 2020SC 1020SC	Invoice: LPCCC-SCAR-MAR-202 0 Invoice: SCWA_FY2019-20_9 Invoice: LPCCC-FY2019-20_#9 KEN W. DAVIS, DBA	1,425.60  13,023.30 2,114.44	16,563.34
5/26/20	34757	2020SC 1020SC	Invoice: 1281 WILSON PUBLIC AFFAIRS	3,504.48	3,504.48
5/26/20	34758	2020SC 1020SC	Invoice: 823287 YELLOW SPRINGS INSTRUMENT CO.	1,171.13	1,171.13
5/26/20	34759	2020SC 1020SC	Invoice: 10006 ZUN ZUN	3,450.00	3,450.00
5/26/20	34760	2020SC 1020SC	Invoice: 4/13/20-5/11/20 PACIFIC GAS & ELECTRIC CO,	993.01	993.01
5/25/20	ASHLEY APR 20	2020SC 1020SC	Invoice: ASHLEY APR 2020 UMPQUA BANK	882.68	882.68
5/25/20	BARICH APR 20	2020SC 1020SC	Invoice: BARICH APR 2020 UMPQUA BANK	129.40	129.40
5/25/20	COLIAS APR 202	2020SC 1020SC	Invoice: COLIAS APR 2020 UMPQUA BANK	488.48	488.48
5/25/20	CUETARA APR	2020SC 1020SC	Invoice: CUETARA APR 2020 UMPQUA BANK	357.18	357.18
5/1/20	EFT	2020SC 1020SC	Invoice: MAY 2020 HEALTH CALPERS	22,454.73	22,454.73
5/6/20	EFT	2020SC 2020SC 2020SC 1020SC	Invoice: SIP PPE 05.02.2020 Invoice: PPE 05.02.2020 Invoice: PEPRA PPE 05.02.2020 CALPERS	5,243.56 10,203.62 3,306.74	18,753.92
5/8/20	EFT	2020SC 1020SC	Invoice: 2020050501 PAYCHEX	192.80	192.80

## SOLANO COUNTY WATER AGENCY

## Cash Disbursements Journal

For the Period From May 1, 2020 to May 31, 2020

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
5/11/20	EFT	2020SC	Invoice: LATE FEE	63.85	
		1020SC	4/12/20 SAM'S CLUB		63.85
5/22/20	EFT	2020SC	Invoice: 2020051901	243.80	
		1020SC	PAYCHEX		243.80
5/21/20	EFT	2020SC	Invoice: SIP PPE	5,243.57	
		2020SC	05.16.2020		
		2020SC	Invoice: PEPRA PPE	3,306.74	
		2020SC	05.16.2020		
		1020SC	Invoice: PPE 05.16.2020	10,203.62	
			CALPERS		18,753.93
5/22/20	EFT	2020SC	Invoice: 65382408	99.49	
		1020SC	WEX BANK		99.49
5/26/20	EFT	2020SC	Invoice: RETRO WEBB	18.24	
		1020SC	05.16.20 CALPERS		18.24
5/2/20	EFT 05.02.2020	2024AC	EMPLOYEE	16,579.49	
		6012AC	LIABILITIES PPE		
		1020SC	5.2.2020 EMPLOYER	1,510.26	
			LIABILITIES PPE		
			5.2.2020		
			PAYROLL TAXES		18,089.75
5/16/20	EFT 05.16.2020	2024AC	EMPLOYEE	16,750.34	
		6012AC	LIABILITIES PPE		
		1020SC	5.16.2020 EMPLOYER	1,777.42	
			LIABILITIES PPE		
			5.16.2020		
			PAYROLL TAXES		18,527.76
5/25/20	FEHRENKAMP	2020SC	Invoice: FEHRENKAMP	1,113.93	
		1020SC	APR 2020 UMPQUA BANK		1,113.93
5/25/20	FLORENDO APR	2020SC	Invoice: FLORENDO	54.65	
		1020SC	APR 2020 UMPQUA BANK		54.65
5/25/20	FOWLER APR 20	2020SC	Invoice: FOWLER APR	519.30	
		1020SC	2020 UMPQUA BANK		519.30
5/25/20	HYER APR 2020	2020SC	Invoice: HYER APR 2020	527.04	
		1020SC	UMPQUA BANK		527.04
5/25/20	JONES APR 2020	2020SC	Invoice: JONES APR	312.69	
		1020SC	2020 UMPQUA BANK		312.69
5/25/20	LEE APR 2020	2020SC	Invoice: LEE APR 2020	92.39	
		1020SC	UMPQUA BANK		92.39
5/25/20	MAROVICH AP	2020SC	Invoice: MAROVICH	1,057.66	
		1020SC	APR 2020 UMPQUA BANK		1,057.66
5/25/20	PASCUAL APR 2	2020SC	Invoice: PASCUAL APR	378.58	
		1020SC	2020 UMPQUA BANK		378.58
5/25/20	PATE APR 2020	2020SC	Invoice: PATE APR 2020	1,396.57	
		1020SC	UMPQUA BANK		1,396.57
5/25/20	RABIDOUX APR	2020SC	Invoice: RABIDOUX	624.38	

## SOLANO COUNTY WATER AGENCY

## Cash Disbursements Journal

For the Period From May 1, 2020 to May 31, 2020

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

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		1020SC	APR 2020 UMPQUA BANK		624.38
5/25/20	SNYDER APR 20	2020SC	Invoice: SNYDER APR 2020	401.95	
		1020SC	UMPQUA BANK		401.95
5/25/20	WILLINGMYRE	2020SC	Invoice: WILLINGMYRE APR 2020	528.82	
		1020SC	UMPQUA BANK		528.82
	Total			<u>2,332,728.29</u>	<u>2,332,728.29</u>



ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE: June 11, 2020  
SUBJECT: Pre-approval of Fiscal Year 2020-2021 Payments

RECOMMENDATIONS:

Authorize payments of the following bills for Fiscal Year 2020-2021 within budget amounts:


- 1. Payroll.
- 2. Water payments to the State of California for the State Water Project.
- 3. Payments to Napa County pursuant to the Napa Make Whole Agreement.
- 4. Payments to Solano Irrigation District for Building & Piper expenses, Putah South Canal & USBR Operations and maintenance expenses, and AG Water Conservation Expenses.
- 5. Payments to the Solano County Resource Management Department for labor and equipment charges of Ulatis and Green Valley Flood Control projects.
- 6. Payments to consultants and contractors with Board approved contracts.
- 7. Payments to legal counsel.
- 8. Payments to CalPERS for health plan payments, retirement plan payments, and CERBT trust contributions.
- 9. Payments to Ray Morgan and TIAA Bank for Canon Copy Machine.

FINANCIAL IMPACT:

None.

BACKGROUND:

Each year staff requests that the Board authorize payments for items that are based on regular payment schedules and contractual obligations. Payment of these items will not require additional approval by the Board or purchase orders prior to payment. Payments made under this category will be reported to the Board of Directors in arrears.

Recommended:   
Roland Sanford, General Manager

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

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on June 11, 2020 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

10. Payments to Solano County Fleet Operations for repair and maintenance of Agency vehicles and equipment.
11. Ulatis & Green Valley Flood Control Projects costs for purchase, hauling & placement of rock rip rap.
12. Ulatis, Green Valley, and Solano Project culvert and pipe purchases.
13. Payments to ACWA-Joint Powers Insurance Authority for workers compensation, liability and property insurance, and dental premiums.
14. Lower Putah Creek Coordinating Committee Pre-Approved Expenditures.
15. Agency credit card (currently through Umpqua Bank) payment when individual charges are all \$500 or under (or pre-approved).
16. Payments for expenses associated with Board approved Grants.
17. Payments to CalPERS Long Term Care for long term care insurance premiums.
18. Payments for regulatory permits and permit fees for SCWA and LPCCC Projects.
19. Payments for the Turf Replacement Rebate Program.
20. Payments for vehicle and equipment repair expenses.
21. Payments to Verizon Wireless for cellular phone service.
22. Payments to CALNET3 for office telephone and data services
23. Herbicide and pesticide purchases for Flood Control projects.
24. Payments to laboratories for water quality analysis.
25. Payments to Standard Insurance Company for Short/Long Term Disability.
26. Payments to Staples, Inc. for office supplies when individual charges are \$500 or under (or pre-approved).
27. Payments to Interstate Oil and Chevron for fuel when individual charges are \$500 or under (or pre-approved).
28. Payments to vendor supply credit accounts for supplies when individual charges are \$500 or under (or pre-approved).
29. Payments to FedEx for shipping when individual charges are \$500 or under (or pre-approved).
30. Payments to Pitney Bowes for postage, equipment, and services.
31. Association dues to organizations identified in adopted FY Budget.
32. Payments for computers, software; hardware; peripherals; website domain, hosting, and security; and computer licenses identified in adopted FY Budget.
33. Payments to government agencies for taxes owed.
34. Equipment rental for Operation & Maintenance of Ulatis and Green Valley Flood Control Projects
35. Equipment rental for Operation & Maintenance of the Solano Project.
36. Utility and telecommunication payments for the Solano Project.
37. Payments to Bartel Associates for actuarial services.

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE: June 11, 2020  
SUBJECT: SCWA Statement of Investment Policy for Fiscal Year 2020-2021

RECOMMENDATIONS:

Approve the following Statement of Investment Policy:


*"Funds of the Solano County Water Agency shall only be invested in the State of California's Local Agency Investment Fund (LAIF), the Solano County Investment Pool, California Asset Management Program (CAMP) or Federal Deposit Insurance Corporation (FDIC) insured accounts in a bank or savings and loan association."*

FINANCIAL IMPACT:

None.

BACKGROUND:

State Law effective January 1, 1996 requires public agencies to annually approve a Statement of Investment Policy at a public meeting. Any changes to the policy must also be considered at a public meeting. The recommended investment policy is consistent with the current investment policy of the Water Agency, whereby all Water Agency funds are invested in the Local Agency Investment Fund (LAIF), the California Asset Management Program (CAMP) and FDIC insured accounts in a bank, and is consistent with State law.

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:

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 June 11, 2020 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE: June 11, 2020

SUBJECT: Approve Revisions to Water Agency Procurement Policy

RECOMMENDATIONS:

Approve revisions to Water Agency Procurement Policy that will take effect July 1, 2020.

FINANCIAL IMPACT:


None.

BACKGROUND:

California law requires local agencies to adopt policies and procedures for the acquisition of materials, supplies, equipment, and services. Accordingly, the Water Agency’s Procurement Policy was first adopted by the Board on September 11, 2008 and since then has been revised three times to reflect changes in law and the cost of goods and services. As discussed below, staff is recommending revisions to the “Construction Contracts” and “Materials, Supplies and Equipment” elements of the current Procurement Policy.

*Revisions to Construction Contract element*

With respect to construction contracts, the Board has previously elected to define the Water Agency’s procurement procedures in accordance with the Uniform Public Construction Cost Accounting Act (UPCCA) of 1995 and more specifically, the protocols and procedures set forth in the *Cost Accounting Policies and Procedures Manual* (Manual) adopted by the California Uniform Construction Cost Accounting Commission (CUCCAC). In September 2019 the CUCCAC revised the manual – increasing the maximum dollar value of “no bid” construction contracts from \$45,000 to \$60,000; the maximum dollar value of “informal” construction contracts from \$175,000 to \$200,000; and the minimum dollar value of “formal” construction projects from \$175,000 to \$200,000. Staff is recommending the Water Agency’s Procurement Policy be revised to reflect the latest revisions to the CUCCAC manual.

Recommended:   
Roland Sanford, General Manager

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

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on June 11, 2020 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

Revisions to Materials, Supplies and Equipment element

The General Manager is currently authorized to issue purchase orders of up to \$10,000 without prior Board approval. Increasingly, purchases for such items as stream flow measurement and water quality sampling equipment are exceeding the General Manager’s \$10,000 purchase order threshold, necessitating the placement of purchase order requests on the Board agenda, which delays what are occasionally time sensitive purchases. Staff is recommending the General Manager’s \$10,000 purchase order threshold be increased to \$30,000 – a maximum threshold consistent with other organizations (see table below). Currently, the General Manager is authorized to issue contracts for professional services of up to \$45,000 without prior Board approval.

Agency	Purchase Order Limit before going to the Board	Agency Approver
Solano County	\$75,000	County Administrator
City of Benicia	\$50,000	Finance Director
City of Dixon	\$25,000	City Manager
City of Fairfield	\$100,000	City Manager
City of Rio Vista	\$29,500	City Manager
City of Suisun City	\$25,000	City Manager
City of Vallejo	\$100,000	Finance Director
Main Prairie Water District	\$5,000	General Manager
Solano Irrigation District	\$30,000	General Manager

Staff is also recommending a change to the maximum amount Agency employees can spend for individual purchases, from \$500 to \$1,000, before requesting a purchase order to be signed by the General Manager. From July 1, 2019 to present, roughly 164 purchase orders have been created; 47 of them being between \$500 and \$1,000. All purchases must be included in the Board approved budget before a purchase can be made.

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:

Increasing the purchase order limits of the Water Agency is consistent with the 2016-2025 SCWA Strategic Plan, Goal # 10 Funding and Staffing, which states the Agency will provided the necessary resources to continue to achieve the Agency’s mission and values efficiently and effectively in a fiscally responsible manner.

## **Solano County Water Agency Procurement Policy**

Amounts Originally Adopted by Board of Directors on November 10, 2005  
Policy Originally Adopted by the Board of Directors on September 11, 2008  
Revised version Adopted by the Board of Directors on July 14, 2011  
Revised version Adopted by the Board of Directors on June 14, 2018  
Revised version Adopted by the Board of Directors on October 11, 2018  
Revisions subject to Board Approval June 11, 2020

### **1. Introduction**

The purpose of the SCWA Procurement Policy sets forth how purchasing activities should be conducted at Solano County Water Agency. This policy was written to provide guidance to Agency staff in procuring good and services.

### **2. Intent**

Purchases shall be made as needed, in order to provide the Agency with maximum benefit for minimum expenditures. It is also essential that purchases of all goods, supplies, services and construction items be done by the Agency in a fair and open manner that promotes public confidence in the Agency and reinforces the public perception of fairness and equal opportunity for all competing vendors offering their products or service to the Agency. Consistent with the above guidelines, purchases should be made from vendors located within the boundaries of the Agency when cost, quality and delivery times are equal to or better than competing quotes from distant areas. State law forbids any director or other officer of the Agency from being interested, directly or indirectly, in any contract awarded or to be awarded by the Board, or in the profits to be derived from it.

#### **A. Ethics and Code of Conduct**

Agency staff who are involved in any aspect of purchasing goods and services for the Water Agency are to adhere to the Purchasing Code of Ethics:

Agency employees shall not solicit, demand, accept, or agree to accept a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement, specification, standard, or contract.

### **3. Procedure**

- A. Identify needs
- B. Ensure the purchase is budgeted and funds are available
- C. Identify type of purchase, i.e., professional service, material/equipment or supply or construction project and follow the appropriate process as defined in this policy to determine the vendor/contractor and/or make purchases
- D. Expedite, receive, and verify receipt of goods and services
- E. Submit timely payment information

#### **4. Types of Purchases**

##### **A. Construction Contracts for Public Projects**

The Agency has elected to become subject to the Uniform Public Construction Cost Accounting Act (UPCCAA). The policies and procedures specified by the UPCCAA govern how the Water Agency conducts procurement of construction projects. These rules supersede those included in the legislative act creating the Water Agency, implemented by Solano County Water Agency Ordinance No. 2 – Bidding approved on May 11, 1995. Information on the Uniform Public Construction Cost Accounting Procedures is in file A-20B and the most recent publication and amendments can be found at [http://www.sco.ca.gov/ard\\_cuccac.html](http://www.sco.ca.gov/ard_cuccac.html). These rules also apply to construction projects of the LPCCC.

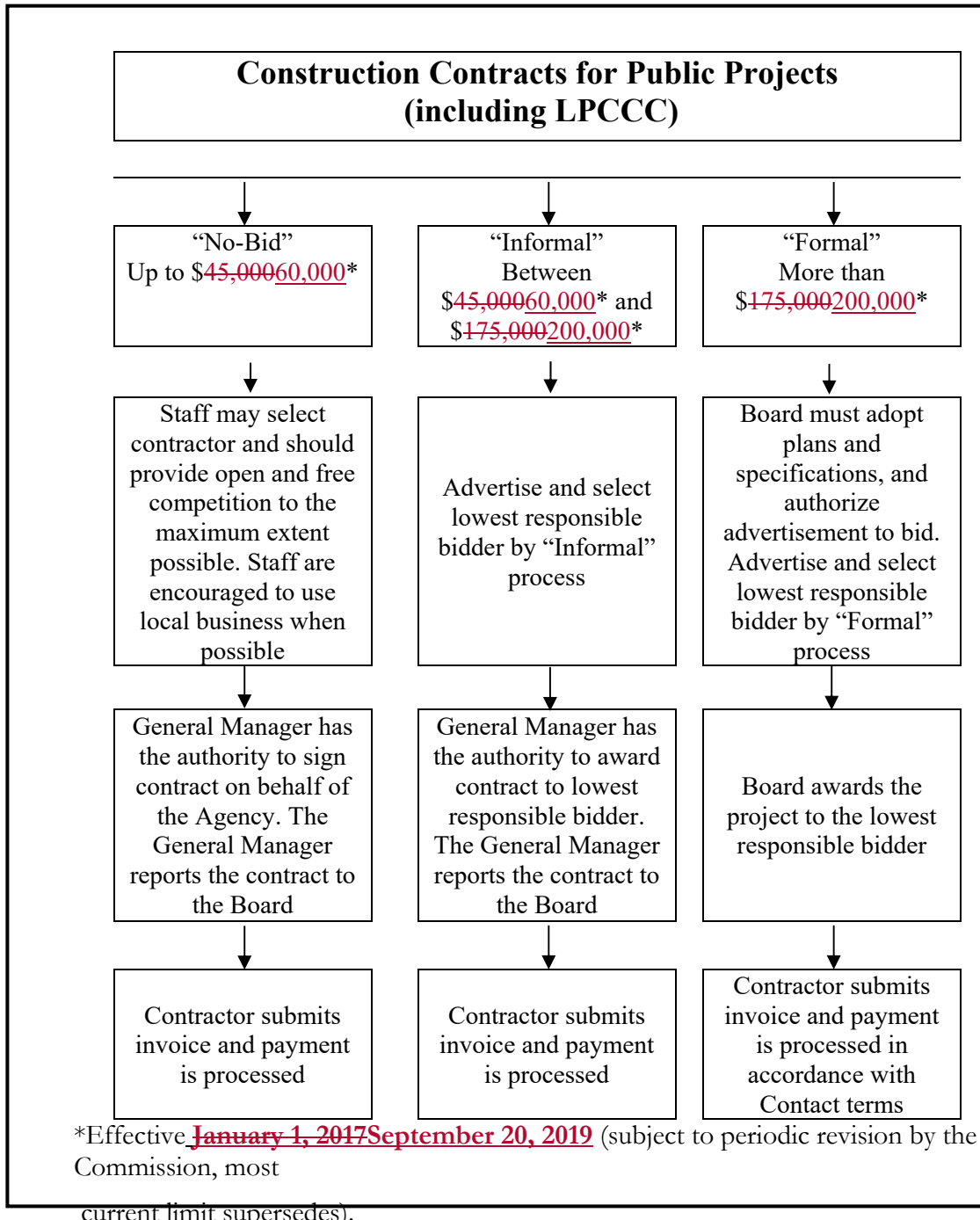
Applicable “public projects” are defined in 22002 of the UPCCAA and does not include stipulated “maintenance work”. Staff shall review these definitions to determine applicability in each case. The General Manager shall make final determination if projects fall under the classification of “public project” or “maintenance work” when necessary.

- i. Contract Change Orders** - General Manager can approve Construction Change Orders up to 15% of project cost or \$50,000, whichever is less (Board action 10/13/05). General Manager shall report change orders to the Board. Any change orders above this amount must be approved by the Board. In other words, once the Board threshold is reached, all further change orders, no matter how small, must be approved by the Board.

##### **ii. Construction Projects Bidding Process**

- a.** No-bid Process – Public projects of \$45,000\* or less may be performed by force account or negotiated contract. Small Construction Contract form is used.
- b.** Informal Bid Process – In accordance with 22034 of UPCCAA. May utilize Small Construction Contract form but may require a more formal document depending on level of risk and liability.
- c.** Formal Bid Process – In accordance with 22037, 22038, and 22039 of UPCCAA. Formal bid documents required.

### Construction Contracts – Steps to Follow





## **B. Professional and Non-Professional Services**

### **i. Professional Services**

Professional services include engineers, architects, scientific researchers, surveyors, financial experts, auditors and legal services. This category is to include consultants of a technical nature where we are hiring them based upon their technical expertise.

### **ii. Non-Professional Services**

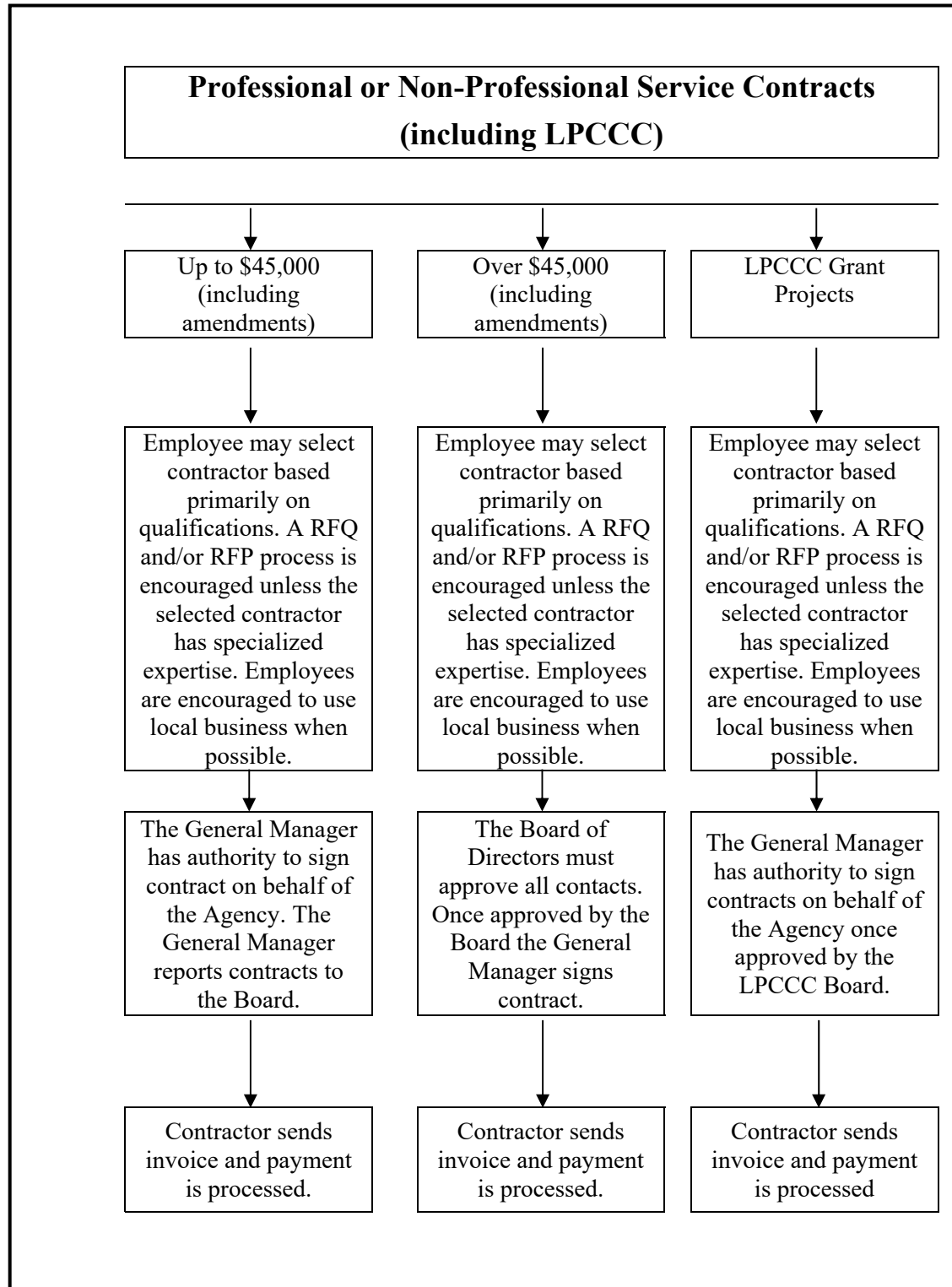
Non-Professional Services includes service contracts that are not professional services. Examples of these are material suppliers, janitorial services, landscapers and painters

### **iii. Method for Obtaining Professional or Non-Professional Services**

- a.** The Request for Qualifications (RFQ) - A RFQ is a solicitation to a wide variety of consultants requesting their qualifications to perform the project. A RFQ does not require the consultants to prepare a proposal for the service. The RFQ is used to determine consultants who will be issued a RFP for the project. The RFQ is used when there are a wide variety of consultants that are qualified to perform the work.
- b.** Requests for Proposals (RFP) –A RFP is sent to a smaller group of consultants than a RFQ. A RFP requests their qualifications, a proposal to perform the work and schedule of their rates. An RFP can be the second stage of an RFQ/RFP process or a single step when only a small number of consultants are qualified to perform the project.
- c.** The General Manager will determine which process for procurement of services is selected.
- d.** Once the most qualified consultant is identified, staff negotiates an agreement that includes cost considerations. If an agreement cannot be reached with the most qualified consultant, the second most qualified consultant is negotiated with and the process continues. If none of the qualified consultants can come to an agreement with the Agency, sole source procurement is authorized.

- iv. Contract Amendments** – The General Manager can approve professional or non-professional service contract amendments up to 10% of the original contracted amount within a one year period as long as the additional funds are included in the current fiscal year budget. The General Manager shall report contract changes to the Board at each Board meeting. Any amendments above this amount must be approved by the Board. In other words, once the 10% change threshold has been reached within a one year period, all further amendments must have Board approval.

## Steps to Follow for Professional or Non-Professional Services

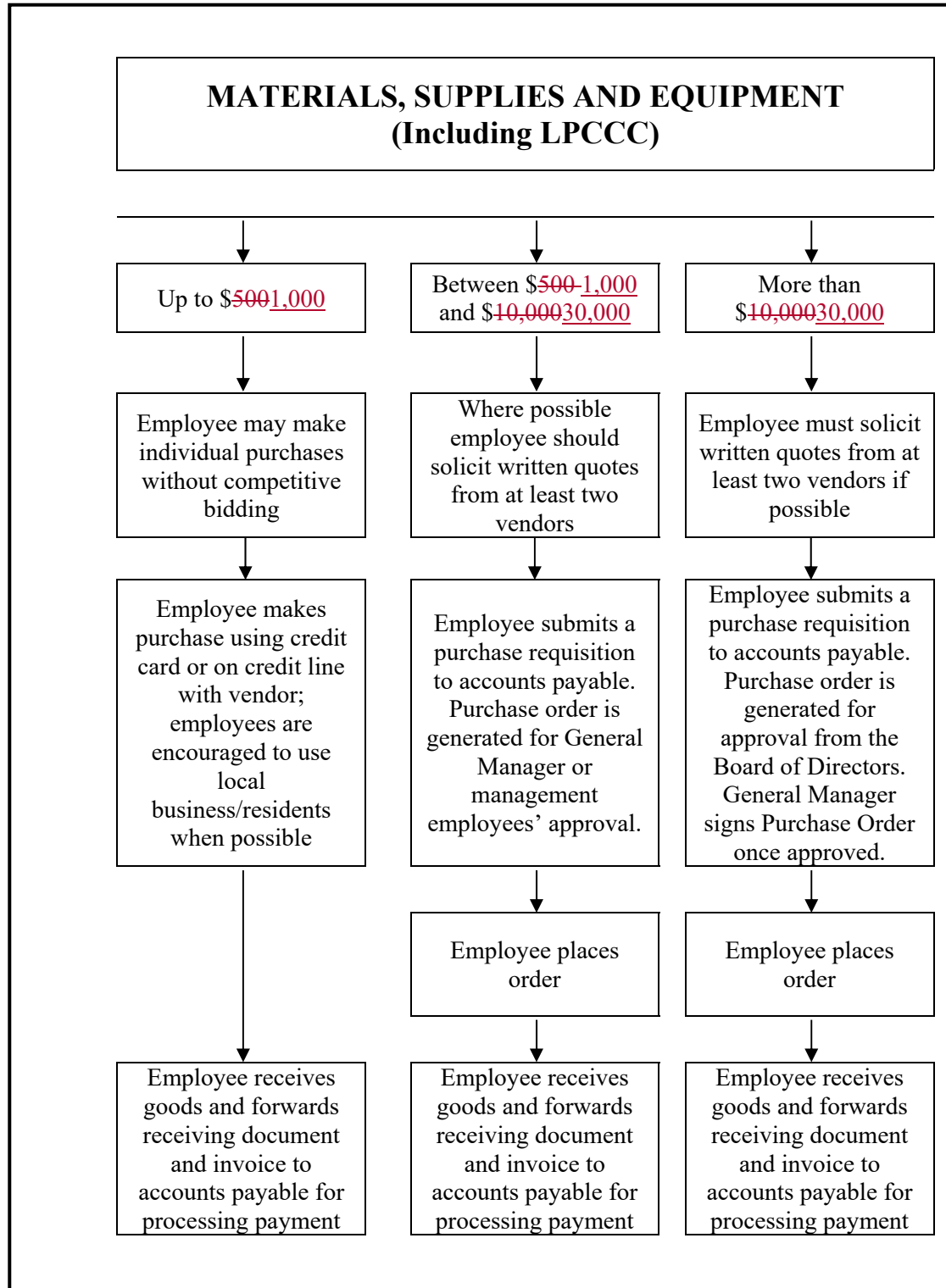


### **C. Materials, Supplies, and Equipment**

Material Supplies and Equipment are items that are not construction or professional/non-professional service related.

- i. **Specifications:** Employee should follow the steps outlines below and include in writing on the receipt or purchasing documentation what the purchase is for and why it is needed.
- ii. **Contract Change Orders** – The General Manager can approve purchase order amendments up to 10% of the original purchase order amount within a one year period as long as the additional money is included in the current fiscal year budget. Any amendments above this amount must be approved by the Board. In other words, once the 10% change threshold has been reached within a one year period, all further amendments must be Board approved.

## Steps to Follow for Materials, Supplies and Equipment



5. **Board Pre-approved Items** - The Board annually revises and confirms pre-approved payments in the month of June. Check the operable June Action Item for the current list.
6. **Methods of Purchase**
  - A. Accounts – The Agency has accounts with several vendors to buy items on credit.
  - B. Credit Cards – Credit cards can be issued to Agency employees. Credit card limits are set at \$2,000 for Staff, \$5,000 for Managers, and \$10,000 for the General Manager. Agency staff shall turn in receipts with a description of the purchase and the account and job code to be charged to the Agency accounting staff.
  - C. Purchase Orders – Purchase Orders are not to be used for Professional Services and construction projects. They can be used for Non-professional services if there is a low liability. Purchase orders are generally used for supplies. For Purchase Orders ~~\$10,000~~30,000 or less, the General Manager and management employees can sign on behalf of the Board. Purchase orders over ~~\$10,000~~30,000 must be approved by the Board. Purchase Orders ~~\$10,000~~30,000 or less are not reported to the Board.
  - D. If a purchase order has been approved by the Board of Directors the General Manager can approve purchase order amount changes up to 10% of the total approved purchase cost within the fiscal year. Any purchase orders changed above this amount must be approved by the Board. In other words, once the 10% change threshold is reached, all further purchase order revisions, no matter how small, must be approved by the Board.
7. **Sole Source Procurement** – Sole source procurement is authorized if one of the following conditions are met:
  - A. The item or service is specialized, or requires specific knowledge that only one business or consultant has that leads to project efficiencies
  - B. Is a continuing project that the business or consultant has worked on before that leads to efficiencies
  - C. The item or service is being purchased through a Federal, State, or any Cooperative Purchasing Program contract or agreement that has been competitively solicited.
  - D. An emergency occurs.
  - E. The item or service is less than \$45,000 for contracts, or less than ~~\$30,000~~10,000 for purchase orders; however, RFP/RFQ are always encouraged.
8. **Local Vendor Preference Policy**
  - A. **Local Preference**  
In order to encourage businesses to locate and remain in the County the Agency has implemented a local preference policy.
  - B. **Definition of Local Business**  
For purposes of this section, a “local business” means a business enterprise which has the following:
    - i. a valid business license issued from within the Solano County; and

- ii. its principal business office, or a satellite office with at least one full-time employee, located in Solano County.

**C. Preference:**

- i. Where the lowest responsible bidder is not a local business, the Agency will provide the lowest responsible local business bidder, should one exist and its bid is within five percent (5%) of the lowest responsible bidder, with notice and an opportunity to reduce its bid to match that of the lowest responsible bidder. Notice shall be by telephone and either facsimile or electronic mail. The local business shall have five (5) business days after the date of such notice to match the lowest bid, in writing. Should the local business so match, it shall be deemed the lowest responsible bidder and receive the award.
- ii. Should the lowest responsible local business bidder decline to match as set forth above, the Agency shall provide the next lowest responsible local business bidder, should one exist and its bid is within five percent (5%) of the lowest responsible bidder, with the same notice and opportunity to match the bid of the lowest responsible bidder as above. This process shall continue as necessary, until an award is made either to a responsible local business bidder within five percent (5%) of the lowest responsible bidder, or the lowest responsible bidder itself.
- iii. In instances where a local business and a non-local business submit equivalent, lowest responsible bids, the Agency shall give preference to the local business.
- iv. No contract awarded to a local business under this section shall be assigned or subcontracted in any manner that permits more than fifty percent (50%) or more of the dollar value of the contract to be performed by an entity that is not a local business.
- v. Exceptions – This section is made expressly inapplicable to projects to the extent the application would be prohibited by state or federal law.

File: A-13

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE: June 11, 2020

SUBJECT: Dixon Watershed Management Plan – Phase II Update

RECOMMENDATIONS:

Authorize General Manager to execute \$250,000 contract with Wood Rodgers for completion of the Phase II Dixon Watershed Management Plan.


FINANCIAL IMPACT:

Total cost: \$250,000. Sufficient funding is included in the FY 2020 - 2021 Flood Control budget.

BACKGROUND:

Over the last twenty years the City of Dixon (City), Dixon Resource Conservation District (Dixon RCD), Reclamation District 2068 (RD 2068), Maine Prairie Water District (MPWD) and others have collectively worked to address regional flood issues in eastern and southeastern Solano County. In 2001, with the support of the Water Agency, the Dixon Watershed Management Plan (Plan) was developed to address flooding issues in the region. The Plan identified a number of projects, many of which have been implemented, but also included projects that due to changing circumstances are no longer practical. Accordingly; the City, Dixon RCD, RD 2068, MPWD, Solano County and others are collectively working to update the Plan.

As a part of the Plan update, the Water Agency previously funded the Phase I Dixon Watershed Management Plan Update Project (Phase I Update), which focused on the characterization and quantification of flood flows in the region. The proposed Phase II Dixon Watershed Management Plan Update Project (Phase II Update) will identify an array of multi-benefit regional flood solutions and associated implementation costs, as well as quantify past flood damage. The proposed consultant contract and respective scope of work is attached.

Recommended:   
Roland Sanford, General Manager

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

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on June 11, 2020 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:

Funding of the Phase II Update is consistent with Goal #3 (*Flood Management*) and Goal #8 (*Groundwater Management*) of the 2016-2025 Strategic Plan.



Name of Project: **Dixon Watershed Management Plan, Phase 2 Update**

## **SOLANO COUNTY WATER AGENCY**

### **AGREEMENT FOR PROFESSIONAL SERVICES (*Professional Services/Architects/Engineers*)**

THIS AGREEMENT, **effective June 11, 2020** is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and Wood Rodgers, Inc. hereinafter referred to as "Contractor."

The Agency requires services for the **Dixon Watershed Management Plan, Phase 2 Update**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

#### **1. SCOPE OF SERVICES**

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for **Dixon Watershed Management Plan, Phase 2 Update**, as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

#### **2. COMPENSATION**

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$250,000** for all work contemplated by this Agreement.

#### **3. METHOD OF PAYMENT**

Upon submission of an invoice by the Contractor, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month, **however in no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.** Every invoice shall specify hours worked for each task identified in Exhibit A undertaken.

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

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2021** as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

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

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

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

6. **INDEMNIFY AND HOLD HARMLESS**

*To the extent permitted by law, Design Professional agrees to indemnify, including the cost to defend, Solano County Water Agency and its officers, officials, employees, and authorized volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the Solano County Water Agency; and does not apply to any passive negligence of the Solano County Water Agency unless caused at least in part by the Design Professional.*

7. **INSURANCE**

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

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

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Solano County Water Agency) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** - (If necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto) or if Design Professional has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Solano County Water Agency, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Solano County Water Agency has received a waiver of subrogation from the insurer.
4. **Professional Liability** - (also known as Errors & Omission) Insurance appropriate to the Design Professional profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

**If Claims Made Policies:**

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Design Professional must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

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

**Other Required Provisions** - The Commercial General Liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Solano County Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status insurance (at least as broad as ISO Form CG 20 10 10 01 with respect to liability arising out of work or operations performed by or on behalf of the Design Professional including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Design Professional's insurance.
2. **Primary Coverage:** For any claims related to this project, the Design Professional's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Solano County Water Agency, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the Solano County Water Agency, its directors, officers, employees, and

authorized volunteers shall be excess of the Design Professional's insurance and shall not contribute with it.

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

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

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

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

**Subcontractors:** Design Professional shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Design Professional shall ensure that Solano County Water Agency is an additional insured on insurance required from subcontractors.

8. **COMPLIANCE WITH LAW**

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

9. **RECORD RETENTION**

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

10. **OWNERSHIP OF DOCUMENTS**

All materials and records of a finished nature, such as final plans, specifications, reports and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of the Agency. All materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or

obtained in the performance of this Agreement, shall be made available, upon request, to the Agency at no additional charge and without restriction or limitation on their use.

11. **SUBCONTRACT AND ASSIGNMENT**

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

12. **NONRENEWAL**

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

13. **NOTICE**

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

AGENCY

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

CONTRACTOR

Wood Rodgers, Inc.  
3301 C Street, Bldg. 100-B  
Sacramento, CA 95816

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

Solano County Water Agency  
a Public Agency

Wood Rodgers, Inc.

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

By: \_\_\_\_\_  
Jonathan Kors,  
Vice President

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**FOR SCWA USE ONLY**

Contract Period: 6/11/2020 to 6/30/2021  
File Number: AG-W-5  
Account Manager: Gustavo Cruz  
G/L Account #: 6610AC  
Job Cost #: 6003  
Contract Type: Professional Services (Arch & Eng)

**EXHIBIT A**  
**SCOPE OF SERVICES**

## **Dixon Watershed Management Plan (DWMP) – Phase 2 Update**

### **A. Purpose**

To address the cumulative impacts outlined in the Technical Memorandum Addendum to the Dixon Watershed Management Plan (June-2019) for the Tremont 3 Watershed. A suite of recommendations will need to be analyzed such as detention basins, flood easements, channel enlargements, or combination thereof in addition to achieving multi-benefits such as flood control, groundwater recharge, and ecological productivity to the Delta. The report will also need to determine the historical financial impact associated with existing flooding, as well as the Capital and Operations and Maintenance (O&M) costs to mitigate drainage issues within the Northeast Quadrant (NEQ) and Agricultural Industrial Service Area (AISA) of the Tremont 3 Watershed.

### **B. Project Team**

The Project Team will consist of Wood Rodgers (WR) as the Prime Consultant and West Yost Associates (WYA) as a Subconsultant focused on the modeling efforts. The Project Team was determined from a stakeholder review of qualified RFPs, with input received from the City of Dixon, Dixon RCD, Solano County, and SCWA staff. The Project Team will also provide cost savings to SCWA by (a) providing a fresh and independent look at the project, while (b) utilizing over two decades of knowledge specific to the Dixon Watershed Region.

### **C. Scope of Work**

#### **Task 1. Quantify Historic Flood Damage**

The main purpose of this task is to quantify and provide evidence of past flood damage in the Tremont 3 Watershed. This has also been a reoccurring concern by Solano County staff. This task should take into account particularly wet years such as the 1997 – 1998 water year. This can include but not be limited to agricultural losses, flooded buildings, pump failures, levee repairs, canal repairs, etc. WR will reach out to parties that may possess information such as WYA, Reclamation District 2068, Dixon Resource Conservation District, City of Dixon, and Solano County Staff. If information is unavailable, this should be clearly stated. The goal is to determine the historic flood damage associated with a specific event of known or estimate flood reoccurrence. It is assumed that data for up to three (3) storms will be collected. Wood Rodgers will tabulate flood damage costs using data collected and will not perform advanced economic analysis such as depth/damage relationships, and will not provide a statistical analysis of flood damages for a range of storm intervals.

- WYA to provide support as needed by WR, such as storm and flood reoccurrence interval information. WR will request storm recurrence intervals for up to three (3) time periods corresponding to flood damage data collected in this Task.
- WR to conduct phone interviews and request information or historical documents where available.

*Deliverable – WR to provide a Tech Memo summarizing the Historic Flood Damage review, with the goal of quantifying historic flood damage with a specified flood event of known or estimated reoccurrence as well as indicating where information is lacking or unavailable. The Tech Memo will become a Chapter in the final report.*



### Task 2. Peer Review of Local Drainage Standards

WR will conduct a peer review of local drainage standards including Solano County, City of Dixon, RD 2068, and the Dixon RCD that are applicable to the Tremont 3 Watershed. Based on the peer review, WR will develop recommended drainage standards to consider for the purpose of this analysis only. WR will summarize the findings into a brief technical memorandum, which will also be incorporated into the final report.

- WR to peer review local drainage standards and provide recommendation specific to the Tremont 3 watershed.
- WYA to review the standards and provide comments.

*Deliverable – WR to provide a Tech Memo summarizing the Peer Review of Local Drainage Standards and recommendation of standards to analyze for the regional multi-benefit project only. The Tech Memo will become a Chapter in the final report.*

### Task 3. Peer Review of Dixon Regional Model

The Dixon Regional Model (DRM) was originally developed in 1998 to 1999 and documented in the original Dixon Watershed Management Plan (DWMP) by WYA. The Tremont 3 watershed model was extended to include the area north of I-80 and revised in 2016 in support of the Large Detention Basin East of the Railroad (LDBER) study. WYA will provide the 1993 land use conditions and the Buildout land use conditions DRMs, a copy of the DWMP, the relevant LDBER studies, and relevant documents from Phase 1 of this study to WR for peer review. WYA will provide other information requested by WR related to the model to the extent that 1998 to 1999 files can be located. WYA will attend up to two phone meetings to discuss WR questions and comments on the model during the model review phase. For budgeting purposes, the review will focus on the Tremont 3 watershed, with one round of model comments, model revisions, and resubmission of the model for approval.

- WYA to provide DRM related documents, respond to WR questions/comments, revise and resubmit the model.
- WR to peer review DRM model, provide questions/comments, and review model resubmission.

*Deliverable – WR to provide a brief Tech Memo summarizing the peer review, comments, and revisions to the model. The Tech Memo will become a Chapter in the final report.*

### Task 4. Model Scenario Development

WR will develop several Project Alternatives. It is assumed up to five alternatives will be developed, including “hard” solutions such as detention basins and channel enlargements, and “soft” solutions such as flood easements and mixed-use solutions such as land agreements with continued agricultural production. WR will develop alternatives based on input from stakeholders during the Project Kickoff Meeting. WR with support from WYA, will develop preliminary cost estimates for each of the five alternatives based on quantities estimated using general knowledge of the watershed and drainage standards from Task 2 (but without the value of modeling all five alternatives to accurately define the quantities). Based on stakeholder input, an Initial Project (IP) will be selected and modeled for each of the three land development conditions. Based upon the initial modeling results and stakeholder input, WR will need to refine the IP to become the Recommended Project (RP). It is assumed one RP will be developed and carried forward for detailed modeling and cost analysis. For budgeting, it is assumed that the needed modeled conditions will include 1993 land use conditions, buildout land use conditions, an IP, and a final RP. Initial and final figures will be developed.

- WR to develop five project alternatives based upon stakeholder input.
- WYA to develop figures and schematics that show each of the five project alternatives.
- WR with support from WYA, will develop rough cost estimates for each project alternative.

- Stakeholders to review and determine the Initial Project.
- Based on additional stakeholder feedback, WR and WYA will define and refine the final RP.
- WR and WYA to develop and refine figures and schematics for the alternatives, IP, and final RP.

*Deliverable – WR with support from WYA, will provide a Tech Memo summarizing the five project alternatives, IP, and final RP. The Tech Memo will briefly describe the refinements and reasons why the IP and RP were selected. The Tech Memo will become a Chapter in the final report.*

#### Task 5. Model Runs

The following models will be prepared by WYA:

- 1993 Land Use Conditions (2-year/1-day, 10-year/1-day, 100-year/1-day, and 100-year/4-day)
- Buildout Land Use Conditions (2-year/1-day, 10-year/1-day, 100-year/1-day, and 100-year/4-day)
- Initial Project (100-year/4-day)
- Recommended Project (2-year/1-day, 10-year/1-day, 100-year/1-day, and 100-year/4-day) – to be developed after the alternatives have been reviewed by WR and the stakeholders.

WYA will run the model for the various scenarios above which include 1993 Land Use (i.e. Baseline), 100% Buildout, Initial Project, and Recommend Project. WYA will develop figures including Stage/WSE and Flow Rates for significant model node locations, similar to the Phase 1 Update. Additionally, for the 1993 land use conditions, buildout land use conditions, IP, and the RP, a table will be prepared that summarizes the WSE, flooding depth, and duration for each flooding location and each storm event. WR will initially review the WYA schematic figures, capital and O&M costs and assumptions, model output and figures, and table of WSEs. WR will submit initial round of comments for WYA to review. WYA will then refine and resubmit as needed to WR. WR with support from WYA, will send out the reviewed figures, costs, model output and figures, etc. to the stakeholder team as a Tech Memo. SCWA will provide one set of stakeholder comments on the Tech Memo to WR. WR will review and provide one set of peer review (if still needed) and stakeholder comments to WYA. WYA will incorporate comments into the final Tech Memo.

- WYA to run the DRM for the scenarios listed above.
- WYA to develop schematics, flood tables, and corresponding figures of stage and flowrate model outputs for the various alternatives, with model outputs specific to the IP and subsequent RP.
- WR to peer review Tech Memo and WYA to incorporate two rounds of comments from WR and the stakeholders.

*Deliverable – WYA will provide a Tech Memo summarizing the model results for the IP and RP, including schematics, facility sizes, stage and flowrates.*

#### Task 6. Cost Analysis of Recommended Project

Based upon the Recommended Project, WR with support as needed from WYA, will refine and determine both the Capital and corresponding annual O&M Costs of the project. The analysis will detail out key assumptions and provide a life-cycle cost analysis of the Recommended Project.

#### Task 7. Reporting

The various Tech Memos, peer reviews, background information, model scenarios, model results, and recommended project will be compiled and put into a Draft Report for SCWA to review. WR will address SCWA's comments and provide an Administrative Draft for SCWA to circulate to the stakeholders. SCWA will then provide a single set of written, non-conflicting comments back to WR for review. Electronic copies of the Final Report, Tech Memos, and Supporting Documents will be provided to SCWA

in a Standard Format (i.e. PDF, Word, Excel, ArcGIS). WYA to provide up to 60 hours of services as requested by WR.

*Deliverable – Final Report that will include the prior Tech Memos including background information, the various Peer Reviews, Model Scenario Development, Model Results with discussion, and Cost Analysis of the RP.*

#### Task 8. Meetings

WR will lead several meetings, conference calls, and direct coordination with any subconsultants. WR will also be the primary/lead consultant in all technical memorandums and the final report. However, WYA will be providing much of the support in writing up model scenario and model run sections of the technical memorandum and final report. The following meetings and phone calls will be necessary for project completion:

- Kickoff Meeting – Conference call to discuss final scope of work, key milestones, additional stakeholder comments, and dates of initial deliverables.
- IP Determination – Zoom meeting to discuss (i) the results of the model peer review, (ii) screening of the five alternatives, and (iii) the IP to evaluate. The goal of the meeting will be to determine the IP to move forward with initial modeling.
- RP Determination – Conference call to discuss (i) modeling results from the IP, (ii) suggestions for refinement, and (iii) the RP to evaluate and move forward with.
- Draft Report – Zoom meeting to (i) go over the draft report and key points of the report and (ii) obtain stakeholder feedback.
- Final Presentation (x2) – Prepare and present slides (potentially via Zoom) summarizing work for a final presentation of the Dixon Watershed Management Plan, Phase 2 Update. Presentations to two of the following: the SCWA Board, Dixon Regional Watershed JPA, Dixon City Council, or other meeting venue.

#### Task 9. Contingency

To provide additional stakeholder support, address new questions as they may arise, while ensuring the multi-regional project moves forward, a contingency of 20% will be established for the Phase 2 Study. The prime consultant and subconsultant will be expected to complete their tasks under the existing budget and scope as laid out in Tasks 1-8 above. Use of the Contingency Funds (i.e. Task 9) will be at the discretion of SCWA staff not consultants, and as guided by the stakeholder team consisting of the City of Dixon, Dixon RCD, Solano County, Reclamation District 2068, and SCWA.

### **D. Meetings | Conference Calls**

- Kickoff Meeting – Conference call to discuss final scope of work, key milestones, additional stakeholder comments, and dates of initial deliverables.
- Initial Project (IP) Determination – Zoom meeting to discuss (i) the results of the model peer review, (ii) screening of the five alternatives, and (iii) the IP to evaluate. The goal of the meeting will be to determine the IP to move forward with initial modeling.
- Recommended Project (RP) Determination – Conference call to discuss (i) modeling results from the IP, (ii) suggestions for refinement, and (iii) the RP to evaluate and move forward on.
- Draft Report – Zoom meeting to (i) go over the draft report and key points of the report and (ii) obtain stakeholder feedback.

- Final Presentation (x2) – Prepare and present slides (potentially via Zoom) summarizing work for a final presentation of the Dixon Watershed Management Plan, Phase 2 Update. Presentations to two of the following: the SCWA Board, Dixon Regional Watershed JPA, Dixon City Council, or other meeting venue.

## **E. Deliverables**

- Tech Memo, Historic Flood Damage – Concise memo quantifying historic flood damage in the Tremont 3 Watershed.
- Tech Memo, Local Drainage Standards – Memo summarizing the local drainage standards for each agency within the Tremont 3 Watershed, and recommended drainage standard(s) for analyzing the Recommended Project.
- Tech Memo, Model Peer Review – Brief memo summarizing the results of the WR peer review, model improvements that will be done (if any), and final outcome.
- Tech Memo, Initial Model Results – Concise memo summarizing the initial model results and recommendation on the preferred alternative.
- Tech Memo, Model Scenario Development – Memo summarizing the five project alternatives, IP, and final RP. The memo will briefly describe the refinements and reasons why the IP and RP were selected.
- Tech Memo, Model Runs – Memo summarizing the model results for the IP and RP, including schematics, facility sizes, stage and flowrates.
- Final Report – Report that will consist of an Executive Summary, the various Tech Memos above, Model Background (brief), Model Scenarios, Model Results with discussion, Cost Analysis of the RP, Conclusion and Next Steps.

## **F. Estimated Level of Effort and Budget**

**Table 1 – Level of Effort and Budget for Wood Rodgers and West Yost Associates**

Task	Wood Rodgers		West Yost		Schedule (weeks)	Total Budget
	Effort (hrs)	Budget	Effort (hrs)	Budget		
Task 1. Quantify Historic Flood Damage	50	\$ 9,550	16	\$ 4,200	4	\$ 13,750
Task 2. Peer Review of Local Drainage Standards	30	\$ 5,680	8	\$ 2,100	2	\$ 7,780
Task 3. Peer Review of Dixon Regional Model	28	\$ 5,520	52	\$ 12,770	3	\$ 18,290
Task 4. Model Scenario Development	102	\$ 19,580	20	\$ 5,200	4	\$ 24,780
Task 5. Model Runs	52	\$ 9,460	300	\$ 71,830	16	\$ 81,290
Task 6. Cost Analysis of Recommended Project	32	\$ 5,990	16	\$ 4,200	2	\$ 10,190
Task 7. Reporting	42	\$ 7,440	60	\$ 15,600	2	\$ 23,040
Task 8. Meetings	66	\$ 13,780	54	\$ 14,100	----	\$ 27,880
Task 9. Contingency (20%)	----	----	----	----	----	\$ 43,000
<b>Total</b>	<b>402</b>	<b>\$ 77,000</b>	<b>526</b>	<b>\$ 130,000</b>	<b>33</b>	<b>\$250,000</b>

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

**EXHIBIT "B"**



**SACRAMENTO FEE SCHEDULE**  
**Effective January 1, 2020**

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$250
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$220
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$205
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$195
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$185
Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$175
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$165
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$150
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$115
CAD Technician III	\$150
CAD Technician II	\$130
CAD Technician I	\$115
Project Coordinator	\$130
Administrative Assistant	\$95
1 Person Survey Crew	\$210
2 Person Survey Crew	\$305
3 Person Survey Crew	\$390
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work	Rate Plus 50%

\*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 57.5 cents per mile.

Fee Schedule subject to change January 1, 2021.

# 2020 Billing Rate Schedule

(Effective January 1, 2020 through December 31, 2020) \*

POSITIONS	LABOR CHARGES (DOLLARS PER HR)
<b>ENGINEERING</b>	
Principal/Vice President	\$281
Engineering/Scientist/Geologist Manager I / II	\$267 / \$279
Principal Engineer/Scientist/Geologist I / II	\$242 / \$257
Senior Engineer/Scientist/Geologist I / II	\$217 / \$227
Associate Engineer/Scientist/Geologist I / II	\$187 / \$200
Engineer/Scientist/Geologist I / II	\$151 / \$175
Engineering Aide	\$86
Administrative I / II / III / IV	\$76 / \$96 / \$116 / \$128
<b>ENGINEERING TECHNOLOGY</b>	
Engineering Tech Manager I / II	\$275 / \$277
Principal Tech Specialist I / II	\$252 / \$263
Senior Tech Specialist I / II	\$231 / \$242
Senior GIS Analyst	\$211
GIS Analyst	\$199
Technical Specialist I / II / III / IV	\$147 / \$168 / \$189 / \$210
Cross-Connection Control Specialist I / II / III / IV	\$110 / \$120 / \$135 / \$150
CAD Manager	\$168
CAD Designer I / II	\$130 / \$146
<b>CONSTRUCTION MANAGEMENT</b>	
Senior Construction Manager	\$272
Construction Manager I / II / III / IV	\$164 / \$176 / \$187 / \$237
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$144 / \$160 / \$178 / \$185
Apprentice Inspector	\$130
CM Administrative I / II	\$70 / \$94
Field Services	\$185

- Technology and Communication charges including general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses will be billed at 6% of West Yost labor.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate and Travel will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

\* This schedule is updated annually



## 2020 Billing Rate Schedule (continued)

(Effective January 1, 2020 through December 31, 2020) \*

### Equipment Charges

EQUIPMENT	BILLING RATES
Gas Detector	\$80/day
Hydrant Pressure Gauge	\$10/day
Hydrant Pressure Recorder, Standard	\$40/day
Hydrant Pressure Recorder, Impulse (Transient)	\$55/day
Trimble GPS – Geo 7x	\$220/day
Vehicle	\$10/hour
Water Flow Probe Meter	\$20/day
Water Quality Multimeter	\$185/day
Well Sounder	\$30/day

\* This schedule is updated annually

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE: June 11, 2020

SUBJECT: Contract Amendment with UC Davis for Putah South Canal, Ulati Flood Control Project, and Putah Creek Soil Assessment and Bank Stabilization Support

RECOMMENDATIONS:

Authorize General Manager to execute \$35,000 contract amendment with the University of California for Soil Assessment and Bank Stabilization Support for the Putah South Canal (PSC), Ulati Flood Control Project (UFCP), and Putah Creek facilities.

FINANCIAL IMPACT:


Increases contract amount by \$35,000; from \$150,000 to \$185,000. Funding for the additional support is included in the FY 2019-2020 budget.

BACKGROUND:

The Water Agency is heavily involved in Bank Stabilization projects including restoration of both Putah and Pleasants Creeks, bank repairs and stabilization along the 33-mile long PSC, and along the 53-mile UFCP facility. To help support and improve these efforts, the Agency hired Vic Claassen a Research Soil Scientist with UC Davis to improve our understanding, efficacy of restoration efforts, as well as improved Operation & Maintenance. During the course of the project, additional support was needed to meet DFW grant deliverables for Pleasants and Putah Creeks, while still moving forward on work in both the PSC and UFCP. The additional support included soil surveys, site investigations, reviewing of planting plans, and recommended solutions to reduce erosion and improve restoration success. The Agency would like to amend the contract to account for this additional scope of work.

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:

Funding of the Phase II Update is consistent with Goal #2 (*Water Management Infrastructure*) and Goal #7 (*Natural Resources Stewardship*) 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:

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 June 11, 2020 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

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

AMENDMENT NUMBER: 1

CONTRACTOR: Regents of the University of California

EFFECTIVE DATE: June 11, 2020

PROJECT: Soil Assessment & Bank Stabilization Project

DESCRIPTION OF AMENDMENT:

1. Increase Contract Amount by \$35,000 from \$150,000 to \$185,000 for additional support that was required on both Pleasants and Putah Creek for soil surveys, site investigation, review of planting plans, and recommended solutions to reduce erosion and improve restoration success on the DFW Proposition 1, Priority Projects Grant.

SIGNATURES:

Solano County Water Agency,  
A Public Agency

Regents of the University of California,

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

By: \_\_\_\_\_  
Grace I Liu, J.D.,  
Associate Director

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**FOR SCWA USE ONLY**

Contract Period: 7/1/2019 to 6/30/2020  
File Number: AG-U-6  
Account Manager: Alex Rabidoux  
G/L Account #: 6140U-4748 & 6140SC-4748  
Job Cost #: Multiple  
Contract Type: Professional Services

# SOLANO COUNTY WATER AGENCY



## MEMORANDUM

**TO: Board of Directors**

**FROM: Roland Sanford, General Manager**

**DATE: June 6, 2020**

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

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### Lake Berryessa Mussel Prevention Program

At the May Board meeting we talked briefly about the startup of the 2020 Lake Berryessa Mussel Prevention Program and how staff was scrambling to prepare for the coming boater season. I am pleased to report that while the expected crowds did in fact come, by all accounts our inspection teams performed beautifully. The following report prepared by the Mussel Team describes some of the challenges faced, the scope, and level of effort we are directing toward the prevention of Zebra and Quagga mussel infestations at Lake Berryessa – my hats off to the Mussel Team for a job well done!

### **2020 Lake Berryessa Mussel Prevention Program**

#### **Winter Summary: 5/19/20-5/25/20**

Category	Weekly Total	Summer Total
Watercraft Screened	2188	2188
Full Tactical Inspections	14	14
Decontaminations	3	3
Seals Attached	22	22



### **Markley Cove: (Charnpreet Singh, Phillip Maillard)**

The Markley Cove inspection Team started off slowly for Wednesday and Thursday. Friday and Saturday were busier, but Sunday was the busiest day with 153 screenings. Monday was the second busy day with 118 screenings. The team's total screenings for the week were 537. There were a total of 8 full inspections. Four of which were from out of state Nevada, Oklahoma, Arizona, and Oregon. All three were out of the water for 9 months, 8 months, 12 months, and 2 months respectively. All were completely drained and dry. They were covered in cobwebs in the bilge and along the bunks. The Nevada and Oklahoma boats told us after that they had season passes to Markley after we had done the inspections. The most notable inspection was a boat from Castaic Lake. Out of the water for 4 months, with a seal. It was completely dry. One was newly purchased 3 months prior, with incomplete history. New owner said the last place it was in the SF Bay but wasn't 100% certain. It was inspected and found to be completely dry. Two were pontoon rentals. One was rented from Sacramento, and had an unknown history. Pontoons were clean and the engine was dry. They then found paperwork indicating the last place it had launched at was Folsom Lake. The other was rented from Manteca. The renters did not know its history, and it was inspected. The boat was found to be clean and dry. The team installed a total of 19 Lake Berryessa seals on exiting boats. A total of 9 seals were removed. Three from Tahoe, two from the Santa Clara County Parks, three from the East Bay regional Parks District, and one from Castaic Lake. The Markley Cove inspection team did an excellent job on an extremely busy Memorial Day weekend.



**Philip and Charnpreet work together to keep up with a busy weekend.**

### **Pleasure Cove: (Courtney Seale, Deepka Tewari)**

The Pleasure Cove inspection team screened a total of 198 boats this past week. They conducted one full inspection on a PWC that was previously launched at Lake Powell. They were alerted to this fact by the database alert feature. The PWC had not been launched at Powell in nearly a year. The Pleasure Cove team was able to install two Lake Berryessa seals on boats exiting the lake. The Pleasure Cove team removed one seal from San Pablo Reservoir.



**Courtney inspects the stern of a PWC**

### **Steele Canyon: (Camille Beard, Benjamin Weslow, Zach Hyer)**

The Steele Canyon team had a relatively slow Thursday, but had a very busy Friday through Monday. Sunday was busiest with 250 boat screenings total between Ben, Camille and Zach. Three full decontaminations happened at Steele Canyon. One on Friday on a boat with Utah registration and two on Saturday. One boat was from an infested Lake in Nevada Lahontan Reservoir and the second had been purchased and test driven in Texas. The Texas boat was found to be quite wet still after the teams full inspection. The Nevada boat was inspected by the Putah Canyon team and referred for decontamination. Each boat had both unverifiable standing water, visible standing water, and water dripping from the engine. The team also conducted a full inspection on a boat from Lake Havasu but it was cleaned drained and dried extremely well by the owner and out of the water for 3 months. The final inspection was on a boat that had been stored in Suisun Bay, but the inspection revealed that the mollusk like bumps



visible on the hull were in fact dead and desiccated salt water barnacles, and the boat was allowed to launch.



**Chad Decontaminates the Surface of a Utah boat**



**Chelsea does a surface and fitting decontamination on the stern of the Utah boat.**



Water exiting the ballast system of a boat that was previously launched in Lahontan Reservoir in Nevada.

#### **Capell Cove: (Lucia Arreola, Shannon Mcgraw)**

This week was a very busy week for the Capell inspection team, the ramp reopened after closing during the pandemic and holiday weekend contributed as well. Since the day of Capell's reopening the parking lot is usually full or almost full by 7:00am with fisherman every day. Most people are forced to park outside or find another launch site until about 12:00 PM when spots open up. Saturday was a peaceful start to the holiday weekend, boaters were calm and understanding of the parking situation. Sunday began with a full parking lot by 8:00 am and the team continued to receive boats steadily throughout the day. Boaters complained to the team about a PWC not respecting the no wake zone. The team alerted the sheriff when they came around for their rounds and even provided the CF number to the PWC. Monday was unexpectedly slow, there were plenty of spaces for parking at the start of our shift. The ramp filled up by 9:30am with mostly Wakeboard boats and had a steady flow of boats. Overall the team was busy this week and the days were filled with entertaining events.

#### **Spanish Flat: (Eduardo Dominguez Chad Cabristante)**

The Spanish flat team experienced pretty slow traffic on weekdays. More boats screenings were performed during the weekend with 176 total. The ramp closed early on Saturday, Sunday and Monday as it filled up quick with boaters. Many people pulled up to ask for directions, inquire which other ramps were open and other general



questions. Spanish Flat's entrance is located next to the road making it convenient for motorists and boaters to ask for directions. All watercrafts screened passed inspection and no decontaminations were required. One New Mexico boat was screened and subsequently inspected. The boat passed inspection. There was no evidence of standing water and the watercraft was fully dry.

### **Putah Canyon: (Chelsea Quintero, Collin Mcvey**

The Putah Canyon Team experienced a Steady flow of traffic at Putah Canyon this week. They completed a total of 240 screenings. 1 seal was attached and a total of 2 seals were removed, one from Berryessa and the other from Tahoe. One tactical inspection was performed, a boat coming from Lahontan reservoir was sent to be decontaminated due standing water and uncleaned bilge drain holes.



**Collin Screens two jet skis while maintaining social distancing.**

### **Summary:**

The inspection teams did an excellent job learning the intricacies of the Solano County Water Agency Mussel Prevention program very quickly and immediately applying it to a Memorial Day weekend rush. The full reopening of Berryessa attracted an extremely high number of boaters from all over the western United States. The inspection teams did an excellent job adapting to the busy schedule while maintaining proper use of social distancing and using appropriate PPE for both their own safety and the boater's safety. The teams will continue to attempt to bring this level of intensity and commitment to the remainder of the season. It is likely that the trend of busy holidays will continue as restrictions due to Covid 19 are lifted throughout the state. Pictures have been included throughout of screenings, inspections, and decontaminations.

### Burrowing Owl Condos at Petersen Ranch

Thirty years ago I would have never imagined that I would work for a Water Agency that was building homes for Burrowing Owls – but here we are. As discussed in the staff report below, the need for Burrowing Owl condos stems from the Solano Habitat Conservation Plan (HCP), and while the “Condo Program” has been implemented pursuant to the HCP, it is worth noting that if successful – and so far so good – it presents opportunities for generating habitat mitigation credits that can be monetized.



Burrowing Owl at Petersen Ranch – photo by Ken Davis

It is that time of year again, where we look to install some artificial homes for Burrowing Owls out at Petersen Ranch. They are affectionately called “Owl Condos” by staff. The Burrowing Owl is a Covered Species under our County-Wide Multi-Species Habitat Conservation Plan. Not only will this give us a wing up in providing conservation for this species, it will also eventually provide needed mitigation credits for projects slated in Vacaville and Fairfield that will have impacts to the Burrowing Owl. A wise move indeed!

Burrowing Owls used to be wide-spread in Solano County, unfortunately that is no longer the case. They are dependent on fossorial rodents, ground squirrels and Prairie dogs, to dig them a home. The owls cannot dig their own burrows. Squirrels and agricultural practices and production don’t often coexist all that well together, ask a cattle rancher. To help offset our squirrel deficit, we give you the “Owl Condo”.



The concept is fairly simple, dig a hole, drop in a 55-gallon bucket cut in half, attach two lengths of corrugated drain pipe to the bucket (so the owls have more than one escape tunnel), then bury everything except the pipe openings. We also attached a concrete block to the burrow openings to prevent the curious cows from caving in the whole system.

To date we have installed about a dozen of these “Owl Condo” complexes (a series of 3 spaced about 50 feet from one another) and are slated for about a dozen more by the time of the June Board meeting. We already have a few new resident owls, who were a bit camera shy.





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

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

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

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

**Non-Professional Service Agreements (\$45,000 and less) – none**

**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.

# WATER ADVISORY COMMISSION UPDATES

**Solano Water Advisory Commission**  
**Meeting Minutes**  
**April 22, 2020**

Present: Roland Sanford, Chris Lee, Alex Rabidoux and Jeff Barich, SCWA; Felix Riesenber, Fairfield; Curtis Paxton and Justen Cole, Vacaville; William Tarbox and Kyle Ochendusko, Benicia; Michael Malone, Beth Schoenberger and Mark Quady, Vallejo; Bryan Busch, RD 2068; Talyon Sortor, FSSD; Misty Kaltreider, Solano County.

The meeting was called to order at 12:30 PM.

1. Approval of Minutes

The minutes of the February 26, 2020 meeting were approved.

2. Emerging Issues

The Water Agency has begun discussions with Dudley Ridge Water District for a SWP water exchange, very similar to what was done in the past. The terms would be very similar, with a 4:1 exchange and up to 7,000-AF of SWP water that could be transferred. The exchange would be limited to the SOD allocation. The Cities of Vacaville, Vallejo, and Suisun City have all expressed interest in participating in the water exchange. The Water Policy Committee is still working through the Water Exchange Policy, but this exchange is consistent with the draft policy.

Felix Riesenber with the City of Fairfield, informed the Commission that many of the cities will need to start preparing their Urban Water Management Plans (UWMPs). As part of the UWMP, all of the cities will need to report reliability numbers associated with both the Solano Project and SWP. DWR is expected to provide SWP numbers sometime this Fall. However, there is a need to provide reliability numbers for the Solano Project. Additionally, it would be helpful if SCWA could provide the reliability numbers for both the Solano Project and SWP, so that all of the Solano cities can use the same baseline numbers. Roland indicated that the Water Agency can definitely provide that support, similar to what we did for the 2015 UWMP.

3. SCWA General Manager's Report

The Water Agency will have a May Board meeting, which will be the first SCWA Board Meeting done remotely. The subsequent June Board meeting will entail approval of the Water Agency's budget.

For the Solano Project, the recreational facilities at Lake Berryessa are closed. USBR is discussing reopening of the lake on May 1<sup>st</sup>, however this is likely to conflict with Napa County's shelter-in-place guidance. Additionally, the Water Agency is trying to get the Lake Berryessa Mussel Inspection Program up and running during these challenging times. For the recreational facilities, USBR and Napa County have signed an agreement where Napa County will be responsible for administering the Lake Berryessa concessionaires. The agreement does provide specific language and emphasizes the importance that the primary purpose of the lake is water supply for Solano County. The agreement also has avenues of recourse, if the Water Agency has concerns with Napa County's oversight of the Lake Berryessa concessionaires.

On SWP and Bay-Delta issues, the state is litigating with the federal government over joint SWP-CVP operations. Additionally, the State Water Contractors are very frustrated with DWR over the new Incidental Take Permits (ITPs). The new ITP allows CDFW to have the ultimate authority in restricting SWP operations. The VSAs are also on-hold right now, pending all of the litigation.

On other regional and state issues, an e-mail list is coming from the State, on important infrastructure projects. The federal government may have funding for infrastructure support. The Water Agency is going to arrange a meeting with Congressman Garamendi, to find out additional information.

4. Groundwater Planning

None

5. Solano County Report

Misty Kaltreider with Solano County informed the Commission that Roberta has retired, and Misty will be transferring away from the Solano Subbasin work, to focus more on Cache Slough Complex issues. On other county issues, Flannery Associates just completed the purchase of another ranch near Collinsville, with several miles of Sacramento River waterfront.

6. PSC/NBA Maintenance

One of the items specified in the new ITP, is dredging in front of the BSPP. Alex explained that there is localized sedimentation in front of the pumps and that DWR would like to dredge a portion of Barker Slough in proximity to the BSPP. Additionally, there is also a significant amount of aquatic vegetation that clogs the BSPP intake screens and causes pumps to trip offline, which dredging may help.

7. Solano Water Authority Report

None

8. Water Conservation

None

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

On legislative issues, the Water Agency will be hearing from the legislative consultant soon.

10. New Business

None

11. Public Comments

None

The next meeting will be May 27, 2020 at 12:30 PM.

The meeting adjourned at 1:21 PM.

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE: June 11, 2020

SUBJECT: Contract with Boucher Law to Conduct Water Agency Workforce Study

RECOMMENDATIONS:

Authorize General Manager to execute contract with Boucher Law to conduct Water Agency Workforce Study.


FINANCIAL IMPACT:

Not to exceed cost of \$70,000. Funding for the Workforce Study is included in the Proposed FY 2020/2021 budget.

BACKGROUND:

In April 2020 staff issued a Request for Proposals (attached) for an Agency Organization, Job Classification and Total Compensation Study (hereinafter referred to as the Workforce Study). The Water Agency received proposals from Boucher Law, CPS HR Consulting, Evergreen Solutions LLC, HR Know Consulting, Koff & Associates, Management Strategies Group, MGT Consulting Group, Public Sector Personnel Consultants, and Regional Government Services. Staff used a scoring matrix (attached) to prioritize the nine proposals to determine which firms would be interviewed (interview questions attached) for a potential contract for the Workforce Study. A scoring matrix was also used for the firms that were interviewed. Boucher Law received the highest combined score. Staff is recommending the Board authorize the General Manager to execute a Service Agreement with Boucher Law.

The Water Agency’s scope of services and staff has expanded over the years and now, in addition to the management of water supply contracts, encompasses a variety of resource management programs. In 1990 the Water Agency staff consisted of 3 full-time positions. Currently, the staff is composed of 20 full-time positions and at times as many as 18 seasonal part-time positions. The Water Agency’s workload continues to increase and in some cases, individual staff members are now performing job functions outside of their respective Job Classifications. Employee Job Classification and/or Compensation studies have been performed in the past,

Recommended:   
Roland Sanford, General Manager

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

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on June 11, 2020 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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



but since the Water Agency's inception there has never been a study to determine if the Water Agency's organizational structure is optimally aligned with the current goals and mission of the Water Agency.

Staff is recommending Boucher Law be retained to conduct a Workforce Study consisting of three phases; an analysis of the Water Agency's organizational structure, a review of Job Classifications and associated compensation structure, and a market evaluation of total employee compensation and benefits. Boucher Law is a newly created firm composed of seasoned human resources professionals with experience working for water agencies and other special districts (see attached proposal). An overview of the proposed Workforce Study scope of work is as follows:

**Phase I – Agency Organization**

- A complete and comprehensive analysis of the current organizational structure as well as 5- and 10-year projections.
- Review Agency's organization chart to gain an understanding of the current structure, the distribution of labor between the Agency's employees' technical skills and abilities and how they relate to the Agency's mission.
- Compare the current organizational structure to peer organizations of a similar size with a similar mission.
- Prepare a final written report with recommendations on how the Agency should move forward in growing its workforce to manage the increased workload, as well as managing the responsibilities of existing staff.

**Phase II – Agency Job Classification and Compensation Structure**

- Develop a classification structure that reflects the Agency's overall classification and salary strategy that includes clear definitions of terms and the development of career ladders for full-time and part-time employees, including vacant positions.
- Conduct interviews and/or job audits with all employees in single position classifications, a representative sample of employees in multiple position classifications, and appropriate management personnel to validate the information.
- Prepare a final written report with recommendations for the Agency's classification and compensation structure taking the Phase I organization study into account.

**Phase III – Total Compensation and Benefits**

- Conduct a comprehensive total compensation survey (base salary and all benefits) using comparable survey agencies, using not only job titles, but duties and responsibilities based upon the classification specifications from the Agency.
- Prepare a final written report with recommendation.

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

Approving the contract with Boucher Law is consistent with Goal # 10 (Funding and Staffing), Objective C (Provide necessary and sufficient staffing and resources to maintain program activities and to achieve the goals and objectives of strategic plan priorities), Strategy 4 (Provided appropriate resources and incentives to staff to promote retention and longevity of SCWA investments in staff).

# SOLANO COUNTY WATER AGENCY



April 20, 2020

## **REQUEST FOR PROPOSALS FOR AGENCY ORGANIZATION, JOB CLASSIFICATION, AND TOTAL COMPENSATION STUDY**

Proposal Due Date: May 12, 2020 at 10 A.M. (PST)

### **I. Purpose**

The Solano County Water Agency (Agency) desires to be an “Employer of Choice” and understands that compensation and benefits play a significant role in attracting and retaining talent. As a result, the Agency is requesting proposals (RFPs) from qualified firms (hereinafter referred to as “Firms”) interested in providing a review and recommendations for the Agency’s organization, job classifications, salaries, benefits, and total compensation for all employees (hereinafter referred to as the Workforce Study).

The Agency reserves the right to modify anticipated timelines set forth below. The Agency reserves the right to reject any and all submittals, cancel all or part of this RFP, waive any minor irregularities, and to request additional information from proposing Firms.

The RFP does not obligate the Agency to award a contract.

### **II. Background**

The Solano County Water Agency is a local government agency that was formed in 1951 by an Act of the State Legislature. The Agency is a wholesale water supply agency providing untreated water to cities and agricultural agencies in Solano County from the Federal Solano Project and the North Bay Aqueduct of the State Water Project. Moreover, the Agency performs management actions in flood, stream, groundwater, water conservation, and habitat conservation county-wide. Due to the Agency’s wide range of activities, staff are tasked with managing projects in all different areas of water and land in Solano County.

The Agency’s Board of Directors is comprised of 15 members; the seven Mayors and five County Supervisors of Solano County, and three Board members from irrigation districts that receive water from the Agency.

The Agency employs 20 full time staff and 3-15 interns seasonally. All employees are “at will”.

810 Vaca Valley Parkway, Suite 203  
Vacaville, California 95688

Phone (707) 451-6090 • FAX (707) 451-6099  
[www.scwa2.com](http://www.scwa2.com)



The Agency will form a Workforce Study Committee that will work closely with the Firm on study objectives and draft and final reports.

### **III. Nature of Services Required**

The Agency seeks a Firm to complete a comprehensive review and recommendations on the following:

- Phase I-Organizational Structure
- Phase II-Job Classifications and Base Salaries
- Phase III-Employee Benefits

General details of each study area are explained below.

### **IV. Schedule**

The Agency has made every effort to include sufficient information within this RFP for a Firm to prepare a responsive and comprehensive proposal. The timing of the proposal process is subject to change, depending on the needs of the Agency, but is anticipated as follows:

	<b>Activity</b>	<b>Date</b>
a)	RFP Issued	April 20, 2020
b)	Proposal Submittal Deadline	May 12, 2020 by 10 A.M. (PST)
c)	Interviews Scheduled	May 19, 2020
d)	Selection of Top Firm (Informal Selection)	May 26, 2020
e)	Contract Approval by Board of Directors	June 11, 2020
f)	Kick-off Meeting	June 16, 2020
g)	Draft Reports (all Phases)	TBD
h)	Final Reports (all Phases)	TBD

The intent of this proposal is for an ongoing contract to continue between the Agency and Firm, unless one or both parties eventually terminate the contract.

### **V. Study Objectives**

There are three parts to this Workforce Study, Phase I will include:

#### **Phase I-Agency Organization**

- Provide a complete and comprehensive analysis of the Agency's current organizational structure as well as 5- and 10-year projections.

- Review the Agency's organizational chart to gain an understanding of the current structure, the distribution of labor between the Agency's employees' technical skills and abilities and how they relate to the Agency's mission.
- Compare the current organizational structure to peer organizations of a similar size with a similar mission.
- Conduct a meeting with the Workforce Study Committee to discuss preliminary findings and potential changes or recommendations prior to the preparation of the final written report.

#### Phase II-Agency Classifications and Salaries

- Develop a classification structure that reflects the Agency's overall classification and salary strategy that includes clear definitions of terms and the development of career ladders for full-time and part-time employees, including vacant positions.
- Conduct orientation and briefing session(s) with employees, all department heads, supervisors, and the General Manager.
- Meet and consult with the Workforce Study Committee in the development of a comprehensive anonymous employee satisfaction questionnaire.
- Conduct interviews and/or job audits with all employees in single position classifications, a representative sample of employees in multiple position classifications, and appropriate management personnel to validate the information.
- Meet and consult with Workforce Study Committee to determine list of comparable agencies to be used in survey. This will include an explanation of the specific methodology (i.e., articulable factors) used to identify the survey agencies.
- Due to the complex nature and highly specialized skill sets of some agency employees, the Firm will also look at comparable public sector water related jobs with the same essential duties and functions where appropriate.
- Since several of the Agency positions are unique, may need to compare and average across a range of comparable positions at other public sector water related jobs.
- Complete an internal base salary relationship analysis, including the development of appropriate internal relationship and equity guidelines.
- Develop external competitive and internal equitable salary recommendations for each classification.
- Identify potential pay compression issues and provide potential solutions.
- Identify any extreme current individual or group compensation inequities and provide a recommended corrective action plan and process to remedy these situations.
- Assign a salary range to each classification which reflects the results of the market survey and the analysis of the internal relationships. This will include an explanation of the specific methodology (i.e., articulable factors) used in determining salary range.
- Identify career ladders/promotional opportunities for each classification.

- Existing career ladders for the Water Resources Engineer and Specialist series could be mirrored for the other classifications, with exceptions for the General Manager, Assistant General Manager, and Streamkeeper.
- Recommend additional opportunities for career ladders/promotional opportunities such as formal field, technical, or management training and/or certification.
- Finalize class specifications and recommended appropriate classification for each employee, including correction of identified discrepancies between existing and proposed classifications.
- Assist in the development of a strategy for implementing the compensation recommendations and plan.
- Conduct a meeting with the Workforce Study Committee to discuss preliminary findings to identify any potential changes or recommendations prior to the preparation of the final written report.

#### Phase III-Agency Total Compensation and Benefits

- Conduct a comprehensive total compensation survey using comparable survey agencies, using not only job titles, but duties and responsibilities based upon the classification specifications from the Agency.
- Conduct a total compensation analysis to provide the Agency with an accurate assessment of how its compensation plan compares with the selected labor market agencies.
- Conduct analysis of employer paid insurance premium contributions for health, dental, orthodontics, vision, short- and long-term disability, long-term care, life and AD&D insurance.
- Conduct an analysis of leave benefits including holidays, sick leave, management leave, administrative leave, family leave, and vacation. Include analysis of FFCRA.
- Conduct analysis for employer contributions to employee retirement plans. Provide feedback on what other agencies are doing to compensate CalPERS PEPPRA (aka NEW) employees who may not receive equal employer paid benefits.
- Conduct analysis and provide recommendations for benefits the Agency does not currently offer, such as longevity pay, bonus pay, EPA program, employer contributions to deferred compensation plan, and employer contributions to retirement health savings accounts.
- Conduct a meeting with the Workforce Study Committee to discuss preliminary findings and potential changes or recommendations prior to the preparation of the final written report.

#### Deliverables

- Weekly Reports: Firm is to provide weekly project status reports by email and/or teleconference to the Workforce Study Committee on the first work day of each week outlining the following information:

- The specific accomplishments achieved during the reporting period.
- Specific tasks completed pursuant to the provisions of the contract and the completion of such tasks.
- The project completion dates for the remaining specific tasks required by the Firm.
- Any project component, activity, or problem that could result in a delay of the project.
- Any current or future changes in project personnel or their assignments.
- Delays caused by Agency personnel.
- Benchmark Reports: Benchmarks of project completion are measured by the following deliverables:
  - Completion of all necessary management and employee interviews.
  - Results of data gathering phase.
  - Draft of preliminary finding and recommendations.
  - Final report of finding and recommendations.
- Phase I of the study includes looking at the Agency Organization, this is a stand-alone phase.
- Phase II of the study includes looking at the Agency Classifications and Salaries. Phase III includes looking at Agency Total Compensation and Benefits. Phases II and III may be either stand-alone studies or may be combined depending on direction from the Workforce Study Committee after Phase I is complete.
- Draft Report: Presentation of draft report to the Workforce Study Committee to identify any potential changes or recommendations prior to the preparation of the final written report.
  - Include recommendations for appropriate implementation measures that the General Manager and Human Resources staff will need to take.
- Final Report: Presentation of draft report to the Workforce Study Committee to identify any potential changes or recommendations prior to the preparation of the final written report.
  - Optional: Presentation of the final Report to the Agency's Board of Directors.

If the Firm submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted work. Any proposals which call for outsourcing or contracting work must include a name and description of the organizations being contracted.

## **VI. Proposal Format**

There is no page limit for the proposal; however, it should be focused and concise, without extraneous material. The proposal should be divided into sections as outlined below:

#### **A. Letter of Interest and Description of Services**

- A statement regarding the Firm's availability to dedicate time, personnel, and resources to the Compensation Project.
- A commitment to the availability of the Firm and all key project staff during the contract period.
- A description of the approach to successfully fulfill the requirements within the estimated budget and schedule.

#### **B. Proposed Scope of Work:**

Provide a Proposed Scope of Work and discuss any ideas for modifying, clarifying, or improving the Agency's Compensation Project. Within the Proposed Scope of Work please answer the following questions:

- Describe the overall approach to meeting the requirements for all components of the Workforce Study.
- Give a detailed timeline schedule for the Workforce Study.
- Explain the Firm's communication approach with your clients.

#### **C. Firm and Project Team**

- Length of time in business.
- Location of headquarters and any field offices.
- Description of services that the company specializes in.
- Brief biography of proposed Product Manager and the Principal-in-charge (if that person is different from the Project Manager) and all other applicable staff. A project manager must be designated and must be the principal contact for the Agency.

#### **D. Budget, including hourly rate for any additional consultation post deliverables**

Provide estimated budget, including materials, professional services, travel, and all other costs and expenses for the Compensation Project.

#### **E. References**

At a minimum, the Firm should provide a list of the most recent projects (at least three) performed of similar size, scope, and complexity. This list shall include the company name, contact person, address, phone number and/or e-mail of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.

The Agency shall not be liable for any costs incurred in response to this Request for

Proposals. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold the Agency harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of the Agency and public records and, as such, may be subject to public review.

## **VII. Evaluation Criteria**

Proposals will be evaluated based on the criteria outlined below:

- Responsiveness to the RFP.
- Project approach and technical understanding.
- Scope of work that meets the Agency's needs.
- Ability to complete tasks on schedule and budget.
- Experience and qualifications of project team in preparing similar projects.
- Commitment of Firm with staff and resources to complete project.

## **VIII. Selection Process**

The Agency will inform responders of the process for selection. Interviews may be conducted by phone or through an in person or virtual interface. All responders will be notified of the process.

The Firm with the highest rating from the RFP and interview process will be selected by the Agency to negotiate an agreement. Selection of the Firm will follow within one week of interviews. Attached is a sample form of Professional Services Agreement that will be used for this project. Note insurance requirements.

## **VIII. Time Considerations and Requirements**

RFP submittal deadline: May 12, 2020 by 10 A.M. Pacific Standard Time.

Submittal options:

- A. E-mail an electronic copy (Microsoft Word or Adobe PDF formats acceptable) to [cle@scwa2.com](mailto:cle@scwa2.com). If attachment is over 10 MB you may need to divide up the attachment and send multiple emails.
- B. Sent through [Dropbox](#) to Chris Lee, [cle@scwa2.com](mailto:cle@scwa2.com).
- C. Mailed to the address below to the attention of Chris Lee.



If you have any questions, please contact:

Chris Lee

Acting Assistant General Manager

[clee@scwa2.com](mailto:clee@scwa2.com)

(707) 455-1105

Solano County Water Agency

810 Vaca Valley Parkway, Suite 203

Vacaville, CA 95688

Name of Project: **Workforce Study Project**

## **SOLANO COUNTY WATER AGENCY**

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

THIS AGREEMENT, effective **July 1, 2020**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Boucher Law**, hereinafter referred to as "Contractor."

The Agency requires services for **Workforce Study Project**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

#### **1. SCOPE OF SERVICES**

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for **Workforce Study Project**, as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

#### **2. COMPENSATION**

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$ 70,000** for all work contemplated by this Agreement.

#### **3. METHOD OF PAYMENT**

Upon submission of an invoice by the Contractor, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month, **however in no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.** Every invoice shall specify hours worked for each task identified in Exhibit A undertaken.

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

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2021**, as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

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

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

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

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

6. **PERMITS** *(Note: include only if permits are required)*

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

7. **INDEMNIFY AND HOLD HARMLESS**

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

8. **INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

9. **COMPLIANCE WITH LAW** *(Note: This section is optional)*

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

10. **RECORD RETENTION** *(Note: This section is optional)*

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

11. **OWNERSHIP OF DOCUMENTS** *(Note: This section is optional)*

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

12. **SUBCONTRACT AND ASSIGNMENT**

This Agreement binds the heirs, successors, assigns and representatives of the Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this

Agreement and shall not assign this Agreement or monies due or to become due, without the prior written consent of the General Manager of the Agency or his designee, subject to any required state or federal approval. (*Note: list any subcontractors here*)

13. **NONRENEWAL** (*Note: This section is optional*)

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

14. **NOTICE**

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

**AGENCY**

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

**CONTRACTOR**

Christopher Boucher, Esq., Principal  
Boucher Law  
2081 Center Street  
Berkeley, CA 94704

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

Solano County Water Agency  
a Public Agency

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

By: \_\_\_\_\_  
Christopher Boucher,  
Principal

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**FOR SCWA USE ONLY**

Contract Period: July 1, 2020 to June 30, 2021  
File Number: AG-B-12  
Account Manager: C.Lee  
G/L Account #: 6140 AC  
Job Cost #: \_\_\_\_\_  
Contract Type: Professional Services

**EXHIBIT A**  
**SCOPE OF SERVICES**

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



**Solano County Water Agency- WORKFORCE RFP EVALUATIONS**

RFP Selection Criteria		Relative Weight	Boucher	CPS	Evergreen	HR	Koff	MGT	Public	RGS	Sloan
1	Approach and Understanding of Project Scope & Potential Issues	30	24.0	24.0	18.0	18.0	24.0	18.0	21.0	21.0	21.0
2	Experience & Qualifications of Firm Working with Similar Entities on Similar Projects	30	24.0	24.0	18.0	18.0	24.0	18.0	21.0	21.0	21.0
3	Coordination of Consultants, Subcontractors & Others	10	8.0	8.0	7.0	6.0	8.0	6.0	7.0	8.0	7.0
4	Commitment of Firm with Staff & Resources	10	8.0	8.0	7.0	6.0	8.0	6.0	7.0	8.0	8.0
5	Cost for Scope of Services Requested	10	7.0	9.0	5.0	5.0	9.0	5.0	7.0	7.0	7.0
6	Responsiveness to RFP	10	9.0	9.0	6.0	5.0	9.0	6.0	7.0	7.0	7.0
<b>Total Average Weighted Score</b>		<b>100</b>	<b>80</b>	<b>82</b>	<b>61</b>	<b>58</b>	<b>82</b>	<b>59</b>	<b>70</b>	<b>72</b>	<b>71</b>

Interview Selection Criteria		Relative Weight	Boucher	CPS	Koff						
1	Of the three phases of this study (organization, classification, and total...	12.5	10.0	8.0	8.0						
2	The Agency has been increasing in size, responsibility and work load, for the last...	12.5	10.0	7.0	9.0						
3	There is some overlap in responsibilities amongst job positions at the Water Agency...	12.5	12.0	7.0	10.0						
4	Several employee positions at the Water Agency are unique and/or entail a higher...	12.5	12.0	7.0	9.0						
5	There is some disparity among employees with regards to CalPERS pension since...	12.5	10.0	7.0	8.0						
6	What are some career longevity incentives that you have seen similar businesses...	12.5	10.0	7.0	8.0						
7	The Agency received many RFPs from very well qualified firms. What sets you apart...	12.5	12.0	10.0	10.0						
8	Have you ever been in a situation where management disagreed with your...	12.5	10.0	7.0	9.0						
<b>Total Average Weighted Score</b>		<b>100</b>	<b>86</b>	<b>60</b>	<b>71</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**RFP Scores:**

Each category is rated on a scale from 0 to 10, where 10 is exceptional and 5 is average.

The rating for each category is then multiplied by a factor based on the relative rate and the totals are added.

Each rator's score will then be compiled and averaged. The maximum points available for the RFP rating is 100 points.

Three or four applicants will be selected for interviews. Scoring system is slightly different for interviews.

The applicant with the highest total points will be selected for this contract.

## SCWA RFP Workforce Interview Questions

- 1) Of the three phases of this study (organization, classification, and total compensation) what do you foresee being the most challenging phase for you and why?
  - a. Follow-up (optional): Is there anything that the Agency can do to make this easier or more efficient for you?
- 2) The Agency has been increasing in size, responsibility and work load, for the last 10-years or more and additional growth is very likely for the next 10 years. Have you helped another business manage their organization or restructuring problems related to rapid growth in size, responsibility and workload; and did you help that business or another business to plan for anticipated growth? If yes, then please explain what the business was experiencing and how you helped that business adjust and plan for their growth.
- 3) There is some overlap in responsibilities amongst job positions at the Water Agency. The Agency recognizes this as both and good and bad. Good because other employees can fill a void if/when needed, but bad because employees may be less efficient (generalist vs specialist) and responsibilities may be blurred. How do you generally view and address overlapping responsibilities with in an organization with regards to classification?
- 4) Several employee positions at the Water Agency are unique and/or entail a higher level of responsibility than comparable agencies. How would your company approach this in regards to the classification and total compensation study?
- 5) There is some disparity among employees with regards to CalPERS pension since some employees are classic members and some are PEPPRA members. Have you helped others businesses overcome this disparity? If yes, what are your typical recommendations for addressing this issue?
- 6) What are some career longevity incentives that you have seen similar business adopt and what do you think works well?
- 7) The Agency received many RFPs from very well qualified firms. What sets you apart and why should we select you?
- 8) Have you ever been in a situation where management disagreed with your classification or compensation findings? How did you, or how would you, handle that disagreement?

Thank you. What questions do you have?



# Boucher Law

[www.Boucher.Law](http://www.Boucher.Law)

Practical Legal Solutions for Today's HR

## **RESPONSE TO REQUEST FOR PROPOSALS**

**AGENCY ORGANIZATION, JOB CLASSIFICATION,  
AND TOTAL COMPENSATION STUDY**

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<b>PREPARED FOR:</b>	Solano County Water Agency
<b>SUBMITTED BY:</b>	Christopher K. Boucher, Esq.
<b>DATE:</b>	May 11, 2020

May 11, 2020

Chris Lee, Acting Assistant General Manager  
c/o Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688  
VIA ELECTRONIC MAIL: [cle@scwa2.com](mailto:cle@scwa2.com)

Re: Transmittal Letter – Request for Proposals for Agency Organization, Job Classification, and Total Compensation Study

On behalf of Boucher Law, we are pleased to enclose our firm's response to the Solano County Water Agency's Request for Proposal for the above-referenced services.

With a team of seasoned legal, human resources, and management professionals, our team collectively possesses over a century of experience in serving employers and organizations of all sizes, and we are familiar with the needs of public agencies and special districts throughout California. In addition to our core legal services in labor and employment law, our firm's robust consulting practice extends to a full suite of HR services to complement our legal expertise as an HR-focused and HR-centric labor and employment law partner.

In addition, our team of professionals are deeply rooted with a commitment in public service, as many of us have served as former in-house staff for public agencies across California prior to transitioning into the consultants role that we now hold, and we are deeply honored by our client's trust in our ability to partner with them in navigating through the complexity of a workforce study.

With regards to the Agency's workforce study project, our proposed project manager and Senior Practice Leader, Jill Engelmann, has conducted many complex agency-wide classification and compensation studies in the past, as well as over a thousand job analyses over the course of her career. Jill will be supported by two of our Senior Consultants, Leslie Dornell and Margaret Ramirez, both are well experienced in conducting salary and benefit surveys, developing new job classification descriptions, and revising existing classification specifications.

In addition, Margaret previously served as the Human Resources and Risk Manager for the Contra Costa Water District, and she has a lot of familiarity and industry knowledge about the job classifications within a water agency, such as Solano County Water Agency's staffing structure.

In addition, our project team will be supported by our firm's Founding Attorney, Christopher Boucher, for legal consultation and support as may be needed throughout the project, especially given the complex legal requirements under federal and state laws regarding compensation and benefit matters.<sup>1</sup> Prior to entering into private practice, Christopher also served as the Human Resources Manager for the Contra Costa Water District and Central Contra Costa Sanitary District, and had previously worked in the Recruitment and Classification unit of the East Bay Municipal Utility District earlier in his career.

Collectively, our project team has nearly a century of professional and subject matter expertise in conducting workforce study for public agencies, and we are delighted to further present their qualifications and expertise in the attached proposal for the Agency's consideration. As evidenced in the attached proposal, our firm has the unique qualifications, personnel, and resources to successfully fulfill the Agency's requirements within the estimated budget and schedule.

The attached proposal shall be valid for a 120-day period, and Christopher Boucher is authorized to execute a contract with the Agency on behalf of Boucher Law and to bind our firm to any such contract. The contact information for the undersigned is as follows: 2081 Center Street, Berkeley, CA 94704; telephone: (510) 838-1000 ext. 1001; fax: (510) 838-1111; email: [christopher@boucher.law](mailto:christopher@boucher.law) (cc to [jill@boucher.law](mailto:jill@boucher.law)).

We very much appreciate this opportunity to express our interest in providing agency organization, job classification, and total compensation study services to the Solano County Water Agency, and we are committed to meeting the needs of the Agency. Thank you for your consideration in advance.

Sincerely,




CHRISTOPHER K. BOUCHER  
PRINCIPAL & FOUNDING ATTORNEY

Enclosures

<sup>1</sup> See generally the federal Equal Pay Act of 1963 [29 U.S.C. § 206(d)], the federal Fair Labor Standards Act [29 U.S.C. § 203], and California Equal Pay Act [Labor Code section 1197.5].

# memo

To: Chris Lee, Acting Assistant General Manager  
Solano County Water Agency

From: Christopher K. Boucher, Esq. 

Date: May 11, 2020

Re: Response to RFP for Agency Organization, Job Classification, and Total Compensation Study

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## **A. LETTER OF INTEREST AND DESCRIPTION OF SERVICES**

Founded by a seasoned former HR executive with a broad spectrum of industry experience, Christopher K. Boucher, Boucher Law (d/b/a Boucher Labor & Employment Law) was formed to serve the needs of today's organizations as an HR-centric and HR-focused labor and employment law firm. With changing federal, state, and local laws and regulations, our team prides itself in providing innovative, responsive, and practical legal solutions to meet our client's needs, and we recognize that there is no "one size fits all" approach when it comes to labor and employment law matters. We have worked with public municipalities, water and wastewater agencies, utilities, aviation, maritime, special districts, school districts, as well as higher education employers in solving their complex legal and HR challenges.

In addition, our firm's commitment to providing practical HR solutions extends to a full suite of HR consulting practice and services, which allows our team of experienced HR Consultants to work collaboratively with our clients for a seamless experience, effectively allowing us to be your "one stop shop" for all of HR's labor and employment needs, whether it is today, tomorrow, and beyond.

With our team's collective decades of experience in conducting classification and compensation studies, we partner with our clients to carefully ensure classification and compensation structures that are legally defensible, effective at recruiting and retaining top talent, financially sustainable, and everyday sensible. In addition, we provide exceptional insights and perspectives in understanding the complex relations among in which they contribute to organizational performance.

A brief transmittal letter outlining our firm's commitment to dedicating the time, personnel and resources to this project is attached under separate cover (see *supra*).

## **B. PROPOSED SCOPE OF WORK**

The purpose of a classification and compensation study is to determine the appropriate classification and qualifications required for staff positions and to assign such positions to the appropriate classification and salary range. The overall goals of a classification and compensation study include:

- To ensure market/internal structure alignment;
- To modernize and update classification structures;
- To identify paths for career progression;
- To address recruitment and retention needs; and,
- To review minimum qualifications to facilitate recruitment of talent.

Our team will analyze the current duties and responsibilities as described in each position description, conduct surveys and interviews with existing incumbents in the various classifications within the scope of the study, utilize external resources and agency comparators, develop the most appropriate classification specification, and recommend the corresponding salary range.

### **SUMMARY OF SOLANO COUNTY WATER AGENCY'S NEEDS**

As we understand from Solano County Water Agency's (the Agency's) Request for Proposals, the Agency is seeking a Workforce Study based on three phases. Phase I primarily includes a study of the agency's organization structure as well as 5- and 10-year projections, and comparing the Agency's organizational structure to peer organizations of a similar size with a similar mission. Phase II primarily involves a study of the agency's classifications and salaries, including working collaboratively with the Workforce Study Committee for guidance and developing a list of comparable agencies to be used in the survey, with a goal of identifying and developing career ladders and promotional opportunities for certain classification series. Phase III primarily requires a total compensation and benefits analysis to provide the Agency with an accurate assessment of how its compensation plan compares with the selected labor market agencies, including an analysis of external market factors that may influence the Agency's considerations in order to maintain its competitive advantage as an "Employer of Choice."

Although all employees at the Agency are "at will," we recognize the Agency's desire to work collaboratively with its employees, as well as the Workforce Study Committee that will provide general guidance and receive updates throughout the project. We also understand that the final report will be presented to the Committee and an optional presentation of the final report may be presented to the Agency's Board of Directors, which is comprised of the seven Mayors and five County Supervisors of Solano County, and board members from irrigation districts that receive water from the Agency.

### **I. PHASE I – AGENCY ORGANIZATION**

During this stage of the project scope, our team intends to work collaboratively with the Agency's management to conduct a needs assessment and understand the Agency's labor and staffing

needs (including the knowledge, skills and abilities required for the Agency’s existing staffing structure). As part of our interview with management, we will also inquire about the prospective needs of the Agency, as well as changes that have taken place that may affect the “future of work,” such as implementation of new technology, regulatory changes, capital improvement plan, and education and licensure needed.

As we understand that the California State Water Resources Control Board requirements are unique and may impact the Agency’s decision related to staffing, we will also consider anticipated changes in regulatory requirements as part of our staffing needs assessment. Based on these prospective and forward-thinking analyses, we will also develop 5- and 10-year projections that account for the knowledge, skills and abilities to continue the Agency’s mission in the years ahead, as well as to adjust for the number of staff (in FTEs) based on these factors to provide an accurate and realistic projection for the Agency.

Further, our analysis will also be based on a study and our understanding of other similar size agencies with a similar mission, such as water departments within nearby municipalities, special (water) districts, and joint powers agencies in order to align our talent needs and to identify external comparators to attract talent from. We will conduct a meeting with the Workforce Study Committee and consult with them as the Agency may direct us to do so.

## **II. PHASE II – AGENCY CLASSIFICATION AND BASE SALARIES**

Based on the framework set forth in Phase I, our goal for Phase II will be focused on an internal review of the Agency’s existing classification plan and structure, broken into the following sub-sections. In general, the methodology of a classification study typically includes:

- Reviewing all pertinent documentation and information, with one of the most critical pieces of information being a Position Description Questionnaire (PDQ) completed by each incumbent and reviewed by each incumbent’s supervisor;
- Conducting interviews and/or desk audits with the incumbent(s) and in some cases gathering information from other employees who perform similar work;
- Communicating with supervisors/manager to confirm and clarify information;
- If applicable, conducting research of comparable agency classes or organizational structure;
- Researching “industry” information;
- Studying classifications;
- Analyzing the data;
- Developing recommendations regarding any changes to the Agency’s classification plan – such as adding new classifications, abolishing existing classifications, or combining existing classifications;
- Developing and/or updating classification specifications;
- Determining the allocation of each position to the appropriate classification;
- Reviewing and updating the physical demands based on the essential job functions of each classification in accordance with disability compliance requirements, such as the



Americans with Disabilities Act (ADA) and the California Fair Employment & Housing Act (FEHA);

- Developing and then presenting a preliminary report and recommendations to interested parties;
- Communications with interested parties on the preliminary report and recommendations;
- Developing and presenting the final report to the interested parties; and,
- If applicable, presenting a report and the recommendation to the Board of Directors.

### **Review of Existing Classification Structure**

Our team will review and analyze existing classification structure, and identify two groups of classifications: multi-incumbent classifications and single-incumbent classifications. For multi-incumbent classifications, depending on the size of the classification, we will review the work of existing incumbents to ensure classification alignment, and to determine job families that may share a commonality in knowledge, skills and abilities. For single-incumbent class, we will analyze the needs of these classifications, and determine whether they can be aligned within a job family and/or updated to reflect the current and future needs of the Agency.

### **Orientation and Briefing Sessions**

We will conduct orientation and briefing sessions with the employees, all department heads, supervisors, and the General Manager to provide an overview of the process, and to outline expectations and performance deliverables with all stakeholders involved.

### **Data Collection Methods**

Regardless of the class type (either multi-incumbent or single-incumbent), we will also work to collect data regarding the work performed for each of these classifications through a variety of methods, including PDQs, desk audits, job shadowing, interviews with incumbents, and consultation with subject matter experts. Data collected as part of this process will then be validated with the Agency's managers and supervisors.

### **Employee Satisfaction Questionnaire**

Concurrent to the data collection phase, we will also develop a comprehensive anonymous employee satisfaction questionnaire, with the intent of measuring employee engagement and satisfaction with respect to the Agency and their jobs. The feedback will be aggregated and presented in a manner that will assist the Agency with developing strategic goals of maintaining its advantage as an "Employer of Choice," and provide insights into employees' feedback related to the Agency's mission and services, job satisfaction, career development and growth opportunities, training, compensation, benefits, and other working conditions of employment.

### **Evaluation Process**

The job evaluation process involves thoroughly researching, analyzing, determining, and documenting the responsibilities, duties, skills, knowledge and abilities related to a position. The analysis considers various factors in determining the proper class, such as, but not limited to, decision making responsibilities; scope and complexity of work; nature and purpose of contact with others; required knowledge, skills, and abilities; supervision received and exercised; working conditions and physical effort; organizational level, size, etc. These factors are known as Classification Allocation Factors, an industry recognized principle.

Given the complex nature and highly specialized skill sets of the Agency's employees, we will also look at comparable public sector water related jobs with the same essential duties and functions where appropriate. Importantly, one of our project team members, Margaret Ramirez, has over a decade of experience working in the water industry as the Contra Costa Water District's former Human Resources and Risk Manager, and she is familiar with the highly technical nature of the job classifications within a water agency to ensure we lend water industry specific knowledge to complement our team's superior technical expertise.

### **Alignment of Incumbents to Job Classifications**

To the extent that certain incumbents may be more appropriately assigned to another job classification, we will make certain preliminary recommendations and seek consultation with management prior to finalizing those recommendations. For single-incumbent classifications, it may also involve modifying the existing classification specification to accommodate for regulatory, technology, licensure or other changes to the incumbent's duties, as well as duties that may be reasonably needed to be undertaken in the future to meet the ongoing needs of the Agency.

### **Career Ladders and Job Series**

In assessing the nature and commonality among job classifications, our team will also evaluate and recommend the development of certain career ladders and job series that may allow for a flexibly-staffed model and progression based on factors such as years of experience, licensure, and attainment of competitive standards. We have found that the career ladder model is especially helpful for water agencies in order to retain staff in technical or specialized positions, and to provide for continued career development and growth for the Agency's staff.

### **Base Compensation Analysis**

Our goal for Phase II will also be focused on the analysis of the Agency's current base compensation and the development of externally competitive and internally equitable salary recommendations for each Agency classification. In general, the methodology of a classification study typically includes:

- Reviewing all pertinent documentation and information;

- Researching the Agency's relevant labor market and recommending agencies to be included in the salary survey. Recommendations regarding agencies to be surveyed will be based on geographical proximity, size of organization, similarity of agency functions/services, agencies competing for talent;<sup>1</sup>
- Identifying the benchmark classifications to be included in the compensation survey;
- Collecting relevant salary data through internet research and verifying data through communication with survey agency representatives;
- Recommending a salary range for each classification which reflects the results of the market survey, standard salary differentials between levels within a classification series, and the analysis of internal relationships;
- Developing and then presenting a preliminary report and recommendations to interested parties;
- Communications with interested parties on the preliminary report and recommendations;
- Developing and presenting the final report to the interested parties; and,
- If applicable, presenting a report and the recommendation to the Board of Directors.

### **Internal Compensation Analysis**

With respect to internal compensation analysis, our team will look into the relationship between classifications, pay progression within a job classification or family, equity factors, compaction issues. Should our team identify any extreme current individual or group compensation inequities we will provide recommendations regarding corrective actions to address these situations .

Also, given the constantly evolving legal changes concerning federal and state laws regarding compensation and benefit matters, if requested by the Agency, our firm's legal team will also conduct an analysis to ensure compliance with applicable laws such as the federal Equal Pay Act of 1963 [29 U.S.C. § 206(d)], the federal Fair Labor Standards Act [29 U.S.C. § 203], and California Equal Pay Act [Labor Code section 1197.5].

### **COVID-19 Contingency Planning**

In light of the present challenges due to COVID-19, and recognizing the 24/7 nature of many of our client's operations, our firm has adapted technology to ensure ease and convenience in collecting the data. Our PDQs may be completed electronically, and our interviews can be conducted through video conferencing and telephonic means if desired. We regularly rely on email to maintain continuous communication with the Agency's management, supervisors, and other stakeholders. As we have pioneered a completely paperless practice, our cloud-based practice management system also allows us to provide dedicated and responsive service to clients despite the challenges posed by COVID-19.

<sup>1</sup> The estimated budget for this project is based on a survey of ten labor market agencies.

Also, in the event that social distancing requirements prevent any in-person meetings, we are also able to host meetings with the Workforce Study Committee remotely using video conferencing platform, and to provide any requisite presentations to ensure the project’s continuity.

### III. PHASE III – TOTAL COMPENSATION AND BENEFITS STUDY

We fully recognize that base salary is only one aspect of compensation. Other benefits, such as healthcare coverage, retirement, wellness incentives, and other ancillary benefits, also contribute to increasing employee retention. Accordingly, our team takes a comprehensive and holistic approach in evaluating total compensation and benefits using the following model:



#### Direct Compensation Surveys

In order to compare the Agency’s direct compensation with other comparable and external comparators, our team will design and conduct a total compensation survey. As part of our analysis, we will identify “like” job classifications with similar duties, responsibilities and scope by reviewing organization charts, job descriptions, and budgeted positions; rather than simply comparing job titles to job titles in order to determine match. We will also account for anticipated pay increases under other agencies’ policies and/or collective bargaining agreements, as part of our forward-looking assessment to ensure that the Agency will maintain its advantage as an “Employer of Choice” in the years ahead.

In addition to salary, we will also evaluate other benefits that factor into direct (total) compensation, such as employer paid insurance contributions, retirement contributions, and other ancillary benefits that the Agency may or may not provide such as longevity pay,

performance (merit) pay, employer contributions to deferred compensation plan, and employer contributions to retirement health savings accounts. We will present both the dollar cost translated into a classification's pay, as well as present a survey of the coverage terms and benefits provided by the comparison agencies.

Another important element to direct compensation is retirement benefits. As we anticipate that the comparator agencies may be in different retirement systems (i.e. CalPERS, County Retirement Systems, and independent public retirement plans), we will carefully research and evaluate the retirement benefit factors, employer and employee contribution rates, employer "pick up," and contribution tiers. Similar efforts will be made to compare retiree medical coverage and whether different retiree medical tiers have been adopted by other comparator agencies.

As a result of the passage of the California Public Employees' Pension Reform Act ("PEPRA"), which took effect in January 2013, we will also look at the impact of employee populations between "classic members" and "new members" under PEPRA, and whether any of the comparator agencies have taken steps to mitigate the differences in pension benefits among these populations.

Further, we will also survey leave benefits such as holidays, sick leave, management leave, administrative leave, family leave, and vacation. In light of the recent COVID-19 pandemic, some agencies have also implemented additional leave banks, flexible work options, and monetary incentives (i.e. "hazard pay") to mitigate the effects to their employees during this time. We will provide a comprehensive analysis of the comparison agencies' leave policies, as well as a detailed analysis of the current and anticipated impact due to the passage of the Families First Coronavirus Response Act ("FFCRA").<sup>2</sup>

As part of our comprehensive analysis, we will also identify other benefits that the Agency may or may not currently offer, such as educational incentives, pet insurance, supplemental insurance for accident or illness, tuition reimbursement, employee assistance program, special certification pay, shift differentials, etc.<sup>3</sup>

### **Indirect Compensation**

Based on the results of the anonymous employee satisfaction questionnaire, we will also utilize any insights gained from the questionnaires to provide analysis into work-life balance and employee recognition. While these are "intangible" factors, we believe that these considerations

<sup>2</sup> It should be noted that our firm has been particularly active in analyzing the impact of the FFCRA for our clients, and we have presented our analysis of these impacts to organizations such as the Association for California Governmental Human Resources Professionals (CalGovHR). We have provided a sample chart on our analysis concerning the impact of the FFCRA as Exhibit A. In addition, our recorded presentations can be accessed through CalGovHR's website at <https://www.calgovhr.org/covid-19-response-series>.

<sup>3</sup> To the extent the Agency wishes to consider the costs of implementing certain ancillary benefit options, our firm also has developed relationships with major benefit brokers specializing in serving California public agencies, and we can facilitate obtaining cost proposals for the Agency's consideration as part of the study.

are relevant in order to maintain the Agency's competitive advantage as an "Employer of Choice," and we will endeavor to have appropriate conversations with the Agency's management team to provide our recommendations.

### **Organizational Culture**

Similarly, we will utilize results of the anonymous employee satisfaction questionnaire to provide any feedback to the Agency's management regarding employee morale and satisfaction, as it has been our overall experience that a satisfied and happy workforce often result in a decrease of employee complaints, grievances, and legal claims, which ultimately contribute to a more productive workforce.

### **Development Opportunities**

Utilizing the career ladder model and employees' input and feedback from the anonymous employee satisfaction questionnaire, we will also provide our analysis and recommendations on current and proposed development opportunities, which may consist of educational reimbursement, partnership with local community colleges and universities, on-the-job training, and competitive standards to allow employees to progress within a job series for career growth.

### **Meeting with Stakeholders**

As an important element of this study, we will also meet with key stakeholders, including the Agency's management and Workforce Study Committee to discuss preliminary findings and potential changes or recommendations prior to the preparation of the final written report.

### **Project Process and Timeline**

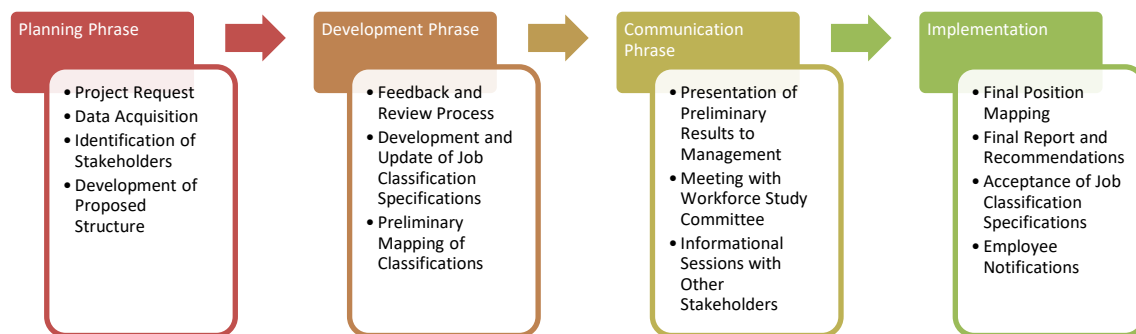
A comprehensive study of this nature can take a minimum of three to six months to complete. Some of the factors that affect the length of a study are the number of classes and positions included in the study, the amount of research necessary, the extent of the recommendations, the Agency's priorities, the length of time it takes to get information from the department and/or incumbents, the responsiveness of the external agencies included in the compensation/total compensation survey, and the stakeholders' acceptance of the recommendations.

With these factors in mind, our team intends to establish clear and realistic expectations from the onset with the Agency's management and stakeholders, and our assigned Project Manager will work with the appropriate parties to ensure adherence to the agreed-upon timelines, and to keep everyone involved apprised of the project's status on a weekly basis in a report format with information such as: i) specific accomplishments achieved during the reporting period; ii) specific tasks completed pursuant to the contract; iii) project completion dates for the remaining specific tasks; and, iv) anticipated or actual delays and explanations.

In addition, we will base our progress on various benchmarks as agreed upon by the agency, which may include periodic and major phases such as:

- Completion of the Data Gathering Process;
- Report of the Data;
- Draft of Preliminary Findings and Recommendations; and,
- Final Report of Findings and Recommendations.

Below is a summary of the anticipated workflow of the study and the major components from start to finish:



## C. FIRM AND PROJECT TEAM

### About Our Firm

As a uniquely qualified legal and HR consulting firm founded in 2020, Boucher Law possesses both the practical and legal experience to assist public agencies across California on achieving solutions that are both legally defensible, yet everyday sensible. With a team of seasoned legal, human resources, and management professionals, our team collectively has over a century of experience in serving employers and organizations of all sizes. With a robust consulting practice that extends to a full suite of HR services to complement our legal expertise, Boucher Law serves as a "one stop shop" for our client's labor and employment needs, whether it is today, tomorrow, and beyond.

Our firm employs six legal and HR professionals, and has two locations across California. Our Northern California office is located in Berkeley. We also have a Glendale branch office to serve our Southern California clientele. The work for the Agency will be performed out of our Berkeley office, which is within near driving distance to the Agency.

Below is a summary of services provided by our firm's professionals:

- HR Consultation & Support Services
- Executive Search & Recruitment Services
- Classification & Compensation Analysis

- Management Practices & Consultation
- HR Training & Speaking Engagements
- General Employment Law & Advice on CalPERS Matters
- Workplace Misconduct & Harassment Investigations
- Disciplinary Appeals & Arbitrations
- Administrative Agency Representation
- Workplace & Gun Violence Restraining Orders
- Brown Act & Public Records Act Compliance
- Work Together Agreements
- Mediation & Conflict Resolution
- EEOC Conciliation or DFEH Affirmative Relief Training
- Labor Relations & Negotiations Services

Below is a representative example of our firm's public agency clients:

- |  |  |
|--|--|
| • Child Start, Inc.*   | • Cosumnes Community Services District |
| • City of Carson*  | • County of El Dorado*                 |
| • City of Cupertino*   | • Montara Water & Sanitary District    |
| • City of Napa*  | • North Marin Water District*          |
| • City of San Leandro*   | • San Mateo County Transit District*   |
| • City of Vallejo*   | • Southern Marin Fire District*        |
| • Coalition for Controlling Insurance Costs in California Schools Health and Welfare Trust | • Sewer Authority Mid-Coastside*       |
|  | • Town of San Anselmo*                 |

*\* denotes public agencies with union-represented workforces.*

### **Our Founding Principal**

Prior to entering into private practice, our firm's Founding Attorney, Christopher Boucher, spent over a decade as a seasoned human resources executive with a broad spectrum of industry experience, including municipalities, public utilities, aviation, maritime, special districts, K-12 as well as higher education. Most notably, Christopher served as the Port of Oakland's Director of Human Resources from 2014 to 2018, where he directed the Port's human resources, labor relations, benefits, EEO, leaves and disability compliance, occupational health and safety, and workers' compensation functions. In recognition of his accomplishments, Christopher was featured as one of 2016's national "Top Five Rising Stars" by Human Resource Executive magazine.

In 2020, Christopher founded Boucher Law with a mission of creating a unique HR-focused and HR-centric labor and employment law firm dedicated to serving our clients legal and practical needs, and our unparalleled blend of legal and practical HR experience has been a key distinguishing and selection factor for our firm's clients.



## Our People

With the exception of our newest HR Consultant, each of our team members have a minimum of two decades' of experience in various HR and management roles, and we have served cities, counties, special districts, K-12 and higher education, and joint powers authorities as in-house staff prior to transitioning into a consultant role. Approximately 70-75% of our work is performed on behalf of our public agency clients. As a result, we have significant insights into the various labor and employment laws, issues, and challenges faced by public agencies, as well as their unique obligations to maintaining public accountability.

## Project Team and Ability to Perform

We propose that our project team consists of the following professionals: Christopher Boucher, Jill Engelmann, Leslie Dornell, and Margaret Ramirez, with duties assigned as follows:



Senior Practice Leader, Jill Engelmann, will serve as the Project Manager and Principal-in-Charge for the Agency, and she will be primarily responsible for leading the Workforce Study project. With over 30 years of professional and management experience in human resources, Jill has conducted many complex agency-wide classification and compensation studies, as well as over a thousand job analyses over the course of her career. Jill has managed these functions both from an in-house as well as a consultant role, which provides her with exceptional insights and perspectives in understanding the complex relations among these functions in which they contribute to organizational performance.

In addition, should any legal questions arise, our consultant team will be supported by our firm's Founding Attorney, Christopher Boucher, *Esq.* Christopher's practice focuses on labor and employment law, and his expertise includes representing employers in a union environment, including labor negotiations, changes to existing terms and conditions of employment and/or the effects of those changes, and the meaning and application of labor contract provisions. He also serves as trusted counsel to employers throughout California regarding employee discipline, due process, grievance procedure issues, reasonable accommodation, and other labor and employment law matters.

Detailed profiles for each of our team’s professionals are enclosed as Exhibit B. No portion of this engagement will be assigned to subcontractors.

### **Our Advantages**

In addition to a diverse and knowledgeable project team, we firmly believe that the following characteristics set our team apart:

- A highly experienced project team, combining nearly a century of collective experience in performing classification, compensation, and workforce study analyses.
- Expertise in similar agencies comparable to Solano County Water Agency, including water industry knowledge and expertise.
- Experience as former in-house HR professionals provide our team with exceptional insights and perspectives in understanding the complex relations among these functions in which they contribute to organizational performance.
- Efficiency, quality control, and close communication with the Agency results in a superior work product, while reducing the need for duplicative work and hours for the project.
- Our completely paperless practice, cloud-based practice management system and familiarity with utilizing video conferencing technology provide additional efficiency and reduce the need for travel for certain work tasks, resulting in cost savings and expediting completion of project.
- A dedicated project team with our Senior Practice Leader serving as lead project manager to ensure timely performance and support to the Agency’s staff.
- Legal expertise and optional consultation offer peace of mind in meeting important legal requirements and further enhance defensibility.

## **D. ESTIMATED BUDGET**

For this project, we propose a blended rate of \$175 per hour for our consultant staff.<sup>4</sup> At the Agency’s discretion, if any legal services are requested, we separately propose a blended rate of \$275 per hour for our attorney staff.

Based on our preliminary assessment, below is a summary of the estimated hours required for each phase of the project:

Phrase	Hours	Estimated Costs
I – Agency Organization	50	\$8,750
II – Classification & Salaries	250	\$43,750
III – Total Compensation & Benefits	100	\$17,500
<b>Total (Estimate)</b>	<b>400</b>	<b>\$70,000</b>

<sup>4</sup> For tasks such as research and coordination of survey instruments, we anticipate that other consultants from our firm may assist as needed, and the consultant rate is proposed as a blended rate for all consultant services.

In addition to the above, all reimbursable expenses are billed to clients at cost and there is no mark-up. Reimbursable expenses include all costs and expenses reasonably incurred by our firm to render said professional services, including, but not limited to, supplies, messenger and other delivery fees, postage, photocopying, parking, mileage, and toll. Mileage will be reimbursed at an amount allowable by the IRS. In cases where the Agency authorizes overnight hotel stay for multi-day assignments (such as for desk audits, job shadowing, and interviews with incumbents), out-of-town transportation, meals and lodging expenses will be billed. In-house printing will be charged at \$0.15 per page for black and white copies and \$0.50 per page for color copies. Travel time shall be charged.

As the above reflects an estimate based on our understanding of reviewing the general scope of work from the RFP, if our firm is considered for an interview with the Agency, we recognize that the above may be subject to change, and we would be open to discussing any additional requirements of the Agency's needs, as well as to cost options to determine a mutually agreeable outcome.

## **E. REFERENCES**

We invite you to contact the following clients for whom our team members have performed similar services for in the past:

CLIENT/PROJECT(S)	CONTACT(S)
<b>Sacramento County</b> 700 H Street, Suite 4667 Sacramento, CA  Numerous organizational and classification studies; including study of over 200 Information Technology positions at all levels across the County; study of approximately 20 Department Director and Division Chief positions across the Health & Human Services Agency (2014 to 2017)  Master Contract for Classification and Compensation Services – Over \$100,000	Carla Honey, Personnel Services Manager (916) 874-7617 <a href="mailto:honeyc@saccounty.net">honeyc@saccounty.net</a>
<b>State Bar of California</b> 180 Howard Street San Francisco, CA 94105  Agency-wide classification and total compensation study encompassing over 250 positions. (2016 to 2017) Contract Amount - \$128,000	Leah Wilson, Chief Executive Officer (Former) (510) 701-2554 <a href="mailto:leahtwilson3@gmail.com">leahtwilson3@gmail.com</a>

<b>Mt. View Sanitary District</b> 3800 Arthur Rd, Martinez, CA 94553  Total Compensation Study and Executive Recruitment for Environmental Services Manager (2019) Contract Amount - \$22,000	Lilia Corona, District Manager (925) 228-5635 ext. 18 <a href="mailto:LCorona@mvsd.org">LCorona@mvsd.org</a>
<b>Nevada County</b> 950 Maidu Ave Nevada City, CA 95959  Total Compensation Study and Executive Recruitment for County Librarian (2019) Contract Amount - \$19,000	Steven Rose, Human Resources Director (530) 265-7046 <a href="mailto:Steven.Rose@co.nevada.ca.us">Steven.Rose@co.nevada.ca.us</a>

## **F. INSURANCE REQUIREMENTS**

Boucher Law possesses the following insurance policies to meet the Agency's contract requirements (limits are denoted below):

- General Liability: \$2,000,000 each occurrence / \$4,000,000 aggregate;
- Commercial Auto: \$1,000,000 combined single limit;
- Professional Liability: \$2,000,000 each claim / \$4,000,000 aggregate; and,
- Workers' Compensation: \$1,000,000 per occurrence (statutory).

With regards to general liability, commercial auto and workers' compensation insurance, if required by the Agency, waiver of subrogation may be obtained as an endorsement for work performed on behalf of the Agency. The Agency may be added as an additional insured for the general liability and commercial auto policies. All policies are subject to a standard deductible.

## **G. CLOSING**

In closing, Boucher Law is committed to meeting the requirements of the Agency's anticipated needs. If you have any questions related to this proposal, please do not hesitate to contact Christopher Boucher at (510) 838-1000 ext. 1001 or via email at [christopher@boucher.law](mailto:christopher@boucher.law) (cc to [jill@boucher.law](mailto:jill@boucher.law)).

We hope the above information sufficiently responds to the Agency's Request for Proposals. Thank you for the opportunity to submit our interest in working with the Solano County Water Agency.

# **Exhibit A**

# Families First Coronavirus Response Act (FFCRA) – H.R. 6201

## EPSLA and EFMLEA Leave Approval Reference Chart

If an employee is unable to work (or telework), then refer to the following:

	Subject to a Federal, State, or local quarantine or isolation order related to COVID-19.	Has been advised by a health care provider to self-quarantine due to concerns related to COVID-19 or is particularly vulnerable to COVID-19.	Experiencing symptoms of COVID-19 and seeking a medical diagnosis.	Caring for an individual who is subject to: a) a Federal, State, or local quarantine or isolation order related to COVID-19; or b) has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.	Caring for a son or daughter of such employee if: a) the school or place of care of the son or daughter has been closed; or b) the child care provider of such son or daughter is unavailable, due to COVID-19 precautions.
Leave Entitlement (Emergency Paid Sick Leave)	Maximum of 2 weeks (80 hours) @ 100% of the regular rate of pay, up to \$511 per day and \$5,110 in the aggregate.			Maximum of 2 weeks (80 hours) @ 2/3 of the regular rate of pay, up to \$200 per day and \$2,000 in the aggregate.	
Leave Entitlement (EFMLEA)	Not Applicable				First 10 days are unpaid, then 2/3 of the regular rate of pay, up to \$200 per day and \$10,000 in the aggregate.
Allowable Circumstances	Quarantine or isolation orders include a broad range of governmental orders, including orders that advise some or all citizens to shelter in place, stay at home, quarantine, or otherwise restrict their own mobility. An employee may take paid sick leave only if being subject to one of these orders prevents them from working <u>or</u> teleworking.	Self-quarantining prevents employee from working or teleworking <u>and</u> extenuating circumstances, such as serious COVID-19 symptoms, prevent the employee from performing work.	Symptoms that could trigger this are: fever, dry cough, shortness of breath, or other COVID-19 symptoms identified by CDC, and limited to time that employee is unable to work because they are taking affirmative steps to obtain a medical diagnosis (i.e. time spent making, waiting for, or attending an appointment for a test for COVID-19). <sup>1</sup>	Employee must have a “genuine need” to care for the individual. <sup>2</sup>	Only when the employee needs to, and actually is, caring for their child.

<sup>1</sup> An employee may continue to take leave while experiencing any of the symptoms specified above if they are unable to work; or may continue to take leave after testing positive for COVID-19, regardless of symptoms experienced, provided that the health care provider advises the employee to self-quarantine.

<sup>2</sup> Paid sick leave may not be taken to care for someone with whom the employee has no personal relationship. The individual being cared for must be an immediate family member, roommate, or a similar person with whom the employee has a relationship that creates an expectation that the employee would care for the person if he or she self-quarantined or was quarantined.

	<b>a) Subject to a Federal, State, or local quarantine or isolation order related to COVID-19.</b>	<b>b) Has been advised by a health care provider to self-quarantine or vulnerable.</b>	<b>Experiencing symptoms of COVID-19 and seeking a medical diagnosis.</b>	<b>Caring for an individual who is subject to: a) or b).</b>	<b>Caring for a son or daughter for school closures or child care unavailability.</b>
<b>Intermittent Leave</b>	No, unless employee is permitted to telework.	No, unless employee is permitted to telework.	No, unless employee is permitted to telework.	No, unless employee is permitted to telework.	Yes, if employer agrees.
<b>Leave May Be Denied</b>	If employer does not have work for the employee <u>or</u> workplace closure was substantially caused by a stay-at-home order; or, if employee is able to telework.	Employee who is self-quarantining is able to telework and remote work is available.	Employee may not take leave to self-quarantine without seeking a medical diagnosis, or while waiting for the results of a test but able to telework.	If employer does not have work for the employee <u>or</u> workplace closure was substantially caused by a stay-at-home order.	If another suitable individual, such as a co-parent, co-guardian, or the usual child care provider, is available to provide the care for the employee's child needs <u>or</u> if employer does not have work for the employee <u>or</u> workplace closure was substantially caused by a stay-at-home order.
<b>Documentation Requirement<sup>3</sup></b>	A quarantine order or certification from their health care provider, such as a signed statement containing the following information: (1) the employee's name; (2) the date(s) for which leave is requested; (3) the COVID-19 qualifying reason for leave; and (4) a statement representing that the employee is unable to work or telework because of the COVID-19 qualifying reason and/or the name of the government entity that issued the quarantine or isolation order to which the employee is subject.	A quarantine order or certification from their health care provider, such as a signed statement containing the following information: (1) the employee's name; (2) the date(s) for which leave is requested; (3) the COVID-19 qualifying reason for leave; and (4) a statement representing that the employee is unable to work or telework because of the COVID-19 qualifying reason and/or the name of the health care provider who advised him or her to self-quarantine for COVID-19 related reasons.		A quarantine order or certification from their health care provider, such as a signed statement containing the following information: (1) the government entity that issued the quarantine or isolation order to which the individual is subject or (2) the name of the health care provider who advised the individual to self-quarantine, depending on the reason for the request; (3) the COVID-19 qualifying reason for leave; and (4) a statement representing that the employee is unable to work or telework because of the COVID-19 qualifying reason.	A signed statement containing the following information: (1) the name of the child being care for; (2) the name of the school, place of care, or child care provider that closed or became unavailable due to COVID-19 reasons; and (3) a statement representing that no other suitable person is available to care for the child during the period of requested leave.

<sup>3</sup> The DOL has opined that an employer may require the employee to comply with its usual notice procedures and requirements, absent unusual circumstances. If an employee fails to give proper notice, the employer should give them notice of the failure and an opportunity to provide the required documentation prior to denying the request for leave. An employer must retain all documentation for four years, regardless of whether leave was granted or denied.

	<b>a) Subject to a Federal, State, or local quarantine or isolation order related to COVID-19.</b>	<b>b) Has been advised by a health care provider to self-quarantine or vulnerable.</b>	<b>Experiencing symptoms of COVID-19 and seeking a medical diagnosis.</b>	<b>Caring for an individual who is subject to: a) or b).</b>	<b>Caring for a son or daughter for school closures or child care unavailability.</b>
<b>Substitution of Other Paid Leave</b>	An employer may not require an employee to use other paid leave provided by the employer before the employee uses the Emergency Paid Sick Leave time.			An employer may not require an employee to use other paid leave before the employee uses the Emergency Paid Sick Leave time, but employers may permit employees to supplement the two-thirds pay with their accrued leaves to achieve 100% of their regular rate of pay.	<p>An employer may not require an employee to use other paid leave before the employee uses the Emergency Paid Sick Leave time, but employers may permit employees to supplement the two-thirds pay with their accrued leaves to achieve 100% of their regular rate of pay.</p> <p>For EFMELE, an employee may elect to use, or employer may require an employee to use, accrued leave that would be available to the employee to care for a child, such as vacation or personal leave or paid time off. For the two weeks of unpaid leave, employee may substitute EPSLA or any other accrued leaves.</p>
<b>Medical Certification for Return-to-Work?</b>	The employer can require an employee to provide medical certification that employee is able to resume work, subject to ADA & FEHA requirements of job-related and consistent with business necessity apply.				Not required.



## Families First Coronavirus Response Act (FFCRA) – H.R. 6201

### Summary of Key Employer Requirements and Reference Chart on Interactions of Leaves

Family Medical Leaves Act / California Family Rights Act		Families First Coronavirus Response Act (FFCRA) – H.R. 6201		
	FMLA/CFRA Leave (Existing Law)	Emergency Family and Medical Leave Expansion Act (For Child Care Reasons)	Emergency Paid Sick Leave Act (For Employee)	Emergency Paid Sick Leave Act (To Care for Others)
<b>Effective Date</b>	Existing law; currently in effect.	New law; effective April 1, 2020 through December 31, 2020.	New law; effective April 1, 2020 through December 31, 2020.	New law; effective April 1, 2020 through December 31, 2020.
<b>Applicability<sup>1</sup></b>	Private employers with 50 or more employees on the payroll during each of any 20 or more calendar weeks in the current calendar year or the preceding calendar year, and all public employers regardless of the number of employees.	Private employers with fewer than 500 employees and all public employers regardless of the number of employees.	Private employers with fewer than 500 employees and all public employers regardless of the number of employees.	
<b>Employee Eligibility</b>	An employee must have worked for a covered employer for at least 12 months and must have worked for 1,250 hours in the 12 months before the start of the leave. The employee must also work at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite.	Any employee who has been employed for at least 30 days regardless of the number of hours worked, except that the employer may exclude health care providers (as defined under 29 USC § 2611(6) and 29 CFR § 825.125) and emergency responders.	All employees (as generally defined under section 3(e) of the Fair Labor Standards Act of 1938 (29 U.S.C. 203(e)) regardless of how long they have been employed, except that the employer may exclude health care providers (as defined under 29 USC § 2611(6) and 29 CFR § 825.125) and emergency responders. The paid sick time is available for immediate use by the employee (effective April 1, 2020), regardless of how long the employee has been employed by an employer.	

<sup>1</sup> Under the FFCRA, a small business with fewer than 50 employees may be exempt from certain paid sick leave and expanded family and medical leave requirements if providing an employee such leave would jeopardize the viability of the business as a going concern. Employers should seek legal counsel before making this determination.

	<b>FMLA/CFRA Leave (Existing Law)</b>	<b>Emergency Family and Medical Leave Expansion Act (For Child Care Reasons)</b>	<b>Emergency Paid Sick Leave Act (For Employee)</b>	<b>Emergency Paid Sick Leave Act (To Care for Others)</b>
<b>Qualifying Reasons</b>	<ul style="list-style-type: none"> <li>• Birth of a child and to bond with the newborn child within one year of birth.</li> <li>• Placement with the employee of a child for adoption or foster care and to bond with the newly placed child within one year of placement.</li> <li>• A serious health condition that makes the employee unable to perform the functions of their job.</li> <li>• Care for the employee's spouse, son, daughter, or parent who has a serious health condition.</li> <li>• Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty.</li> <li>• Care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember (military caregiver leave; 26 weeks instead of 12 weeks).</li> </ul>	<p>The employee is unable to work (or telework) due to:</p> <ul style="list-style-type: none"> <li>• A need for leave to care for the son or daughter under 18 years of age of such employee if the school or place of care has been closed.</li> <li>• The child care provider of such son or daughter is unavailable, due to a public health emergency.</li> </ul>	<ul style="list-style-type: none"> <li>• The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.</li> <li>• The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.</li> <li>• The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.</li> </ul>	<ul style="list-style-type: none"> <li>• The employee is caring for an individual who is subject to a Federal, State, or local quarantine or isolation order related to COVID-19 or has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.</li> <li>• The employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions.</li> <li>• The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services.</li> </ul>
<b>Duration</b>	Eligible employees are entitled to take up to 12 workweeks of FMLA leave in a 12-month period for any of the reasons covered above.	Up to 12 weeks, in conjunction with the other qualifying reasons for conventional FMLA.	Maximum of 2 weeks. For full-time employees, 80 hours. For part-time employees, a number of hours equal to the number of hours that such employee works, on average, over a 2-week period.	

	<b>FMLA/CFRA Leave (Existing Law)</b>	<b>Emergency Family and Medical Leave Expansion Act (For Child Care Reasons)</b>	<b>Emergency Paid Sick Leave Act (For Employee)</b>	<b>Emergency Paid Sick Leave Act (To Care for Others)</b>
			Per DOL guidance, paid sick leave under the Emergency Paid Sick Leave Act is <u>in addition to</u> other leave provided under Federal, State, or local law; an applicable collective bargaining agreement; or an employer’s existing company policy. <sup>2</sup> A full-time employee may take up to two weeks (or 80 hours) of paid sick leave for any combination of qualifying reasons. However, the total number of hours for which they receive paid sick leave is capped at 80 hours under the Emergency Paid Sick Leave Act.	
<b>Leaves Run Concurrently?</b>	FMLA and CFRA leaves run concurrently. For employees on workers’ compensation leave (i.e. while on temporary total disability or TTD), FMLA and CFRA leaves also run concurrently with TTD leaves.	Leaves taken pursuant to the Emergency Family and Medical Leave Expansion Act is counted against an employee’s 12 week allotment for FMLA within a 12-month period, meaning that if the employee has taken FMLA leave for other reasons during this period, their use of leave under the Emergency Family and Medical Leave Expansion Act will be subject to any leave balance remaining from other FMLA use. It does not appear usage of FMLA for the reasons above will overlap (or run concurrently) with CFRA, however.	If the employee has FMLA leave available, Emergency Paid Sick Leave would run concurrently with FMLA and/or the FMLA Public Health Emergency Leave. However, if an employee does not qualify for, or has otherwise exhausted their 12-week FMLA leave entitlement, then they would still be eligible for this Emergency Paid Sick Leave.	
<b>Certification Requirement</b>	If leave is foreseeable and at least 30 days notice is given, certification should be provided before leave. If leave is not foreseeable or less than 30 days notice given, certification must be provided within 15 days after requested by employer unless it is not practicable despite good faith efforts.	Employer may require additional documentation in support of such leave. Examples may include: a notice that has been posted on a government, school, or day care website, or published in a newspaper, or an email from an employee or official of the school, place of care, or child care provider.	Employers may require “appropriate documentation” per DOL guidance. <sup>3</sup> This may include a quarantine order or certification from their health care provider.	Employers may require “appropriate documentation” per DOL guidance. Examples may include: a notice that has been posted on a government, school, or day care website, or published in a newspaper, or an email from an employee or official of the school, place of care, or child care provider.

<sup>2</sup> See <https://www.dol.gov/agencies/whd/pandemic/ffcra-questions#46>.

<sup>3</sup> See <https://www.dol.gov/agencies/whd/pandemic/ffcra-questions#16>.

	<b>FMLA/CFRA Leave (Existing Law)</b>	<b>Emergency Family and Medical Leave Expansion Act (For Child Care Reasons)</b>	<b>Emergency Paid Sick Leave Act (For Employee)</b>	<b>Emergency Paid Sick Leave Act (To Care for Others)</b>
<b>Intermittent Leave Permitted?</b>	Yes, but generally subject to compliance with advance notification and medical certification requirements.	<p>Yes, intermittent leave may be taken in any increment, provided that the employee and the employer agree. The DOL has expressed that it “encourages employers and employees to collaborate to achieve flexibility and meet mutual needs.”<sup>4</sup></p> <p>Employer’s permission is required for an employee to take expanded family and medical leave intermittently while a child’s school or place of care is closed, or child care provider is unavailable, due to COVID-19 related reasons, if they are not teleworking.</p>	<p>Unless an employee is teleworking, paid sick leave for qualifying reasons related to COVID-19 must be taken in full-day increments. Otherwise, if the employee is working at a work site, it cannot be taken intermittently if the leave is being taken because an employee is subject to or caring for an individual who is subject to a Federal, State, or local quarantine or isolation order related to COVID-19; has been advised by a health care provider to self-quarantine due to concerns related to COVID-19; is experiencing symptoms of COVID-19 and seeking a medical diagnosis; or experiencing any other substantially similar condition specified by the Secretary of Health and Human Services.</p> <p>Unless an employee is teleworking, once they begin taking paid sick leave for one or more of the above reasons, they must continue to take paid sick leave each day until they either: (1) use the full amount of paid sick leave; or (2) no longer have a qualifying reason for taking paid sick leave.<sup>5</sup></p> <p>An employer may allow an employee to use paid sick leave in any increment intermittently while teleworking.</p>	
<b>Employee Pay Status During Leave<sup>6</sup></b>	FMLA/CFRA leave is unpaid.	The first 10 days are unpaid, then 2/3 of the employee’s regular rate of pay based on the number of hours the employee would be normally scheduled to work, up to \$200 per day and \$10,000 in the aggregate.	Emergency Paid Sick Leave is paid at 100% of the employee’s regular rate of pay, up to \$511 per day and \$5,110 in the aggregate for the reasons above.	2/3 of the employee’s regular rate of pay, up to \$200 per day and \$2,000 in the aggregate for the reasons above.

<sup>4</sup> See <https://www.dol.gov/agencies/whd/pandemic/ffcra-questions#22>.

<sup>5</sup> This limit is imposed because if they are sick or possibly sick with COVID-19, or caring for an individual who is sick or possibly sick with COVID-19, the intent of FFCRA is to provide such paid sick leave as necessary to keep them from spreading the virus to others.

<sup>6</sup> For FFCRA, with respect to variable hour employees (such as part-time or intermittent employees), it will be either the average number of hours that the employee was scheduled per day over the 6-month period ending on the date on which the employee takes such leave, including hours for which the employee took leave of any type OR the reasonable expectation of the employee at the time of hiring of the average number of hours per day that the employee would normally be scheduled to work. There is no requirement to compensate employees for unused leave.

	<b>FMLA/CFRA Leave (Existing Law)</b>	<b>Emergency Family and Medical Leave Expansion Act (For Child Care Reasons)</b>	<b>Emergency Paid Sick Leave Act (For Employee)</b>	<b>Emergency Paid Sick Leave Act (To Care for Others)</b>
<b>Substitution of Paid Leave Benefits</b>	<p>An employer may require employees to use available paid sick leave (if leave is for their own serious health condition), vacation, and other leave balances during FMLA/CFRA leave.</p> <p>Employees have the option to, but is not required to, use paid family sick leave where the leave is to care for your spouse, registered domestic partner, child or parent due to his/her serious health condition or to care for an injured or ill service member. Employee will not be required to use leave balances if they are receiving wage replacement benefits such as state disability insurance (SDI), paid family leave insurance (PFL), or workers' compensation benefits, but may choose to coordinate these benefits with their leave balances. Wage replacement benefits in combination with any leave balances may not exceed their regular weekly wages.</p>	<p>An employee may substitute any accrued vacation leave, personal leave, or medical or sick leave for unpaid leave during the initial 10 days of leave. The employee may also substitute the two weeks of unpaid leave with Emergency Paid Sick Leave.</p>	<p>An employer may not require an employee to use other paid leave provided by the employer before the employee uses the Emergency Paid Sick Leave time.</p>	<p>An employer may not require an employee to use other paid leave before the employee uses the Emergency Paid Sick Leave time, but employers may permit employees to supplement the two-thirds pay with their accrued leaves to achieve 100% of their regular rate of pay.</p>
<b>Affect on Health Insurance</b>	<p>During FMLA/CFRA leave, the employer must maintain the employee's existing level of coverage under a group health plan, with the employee bearing the same financial responsibility as if the employee was not out on the leave of absence.</p>	<p>The employer must maintain the employee's existing level of coverage under a group health plan, with the employee bearing the same financial responsibility as if the employee was not out on the leave of absence.</p>	<p>Per DOL guidance, the employer must continue an employee's health coverage while taking Emergency Paid Sick Leave, with the employee bearing the same financial responsibility as if the employee was not out on the leave of absence.<sup>7</sup></p>	

<sup>7</sup> See <https://www.dol.gov/agencies/whd/pandemic/ffcra-questions#30>.

	<b>FMLA/CFRA Leave (Existing Law)</b>	<b>Emergency Family and Medical Leave Expansion Act (For Child Care Reasons)</b>	<b>Emergency Paid Sick Leave Act (For Employee)</b>	<b>Emergency Paid Sick Leave Act (To Care for Others)</b>
<b>Right to Reinstatement</b> 8	At the end of FMLA leave, an employer must take an employee back into the same or an equivalent job, unless they are a “key” employee as defined under the FMLA. <sup>9</sup>	Employees are entitled to reinstatement to the same position or an equivalent position upon return from expanded family and medical leave.	Employees are entitled to reinstatement to the same position or an equivalent position upon return from paid sick leave.	
<b>Medical Certification Prior to Return-to- Work?</b>	The employer can require an employee to provide medical certification that employee is able to resume work, subject to ADA & FEHA requirements of job-related and consistent with business necessity apply.	Not required.	The employer can require an employee to provide medical certification that employee is able to resume work, subject to ADA & FEHA requirements of job-related and consistent with business necessity apply.	If an employee is caring for an individual who is subject to a Federal, State, or local quarantine or isolation order related to COVID-19 or has been advised by a health care provider to self-quarantine due to concerns related to COVID-19 or experiencing any other substantially similar condition specified by the Secretary of Health and Human Services, the employer can require an employee to provide medical certification that employee is able to resume work, subject to ADA & FEHA requirements of job-related and consistent with business necessity apply.
<b>Employer Tax Credit</b> <sup>10</sup>	N/A	For private employers, there is a refundable tax credit against payroll taxes for each calendar quarter for 100% of the qualified public health emergency leave wages paid in that calendar quarter.		
<b>Additional Information</b>	<a href="https://www.dol.gov/agencies/whd/fmla">https://www.dol.gov/agencies/whd/fmla</a> and <a href="https://www.dfeh.ca.gov/">https://www.dfeh.ca.gov/</a>		<a href="https://www.dol.gov/agencies/whd/pandemic">https://www.dol.gov/agencies/whd/pandemic</a>	

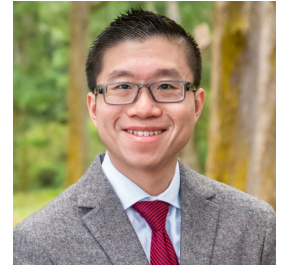
<sup>8</sup> For FFCRA, a employee is entitled to reinstatement to the same position or an equivalent position upon return from leave, unless an employee is a “key” employee as defined under the FMLA or the employer employs fewer than 25 employees. In that case, the employer must make reasonable efforts to provide the employee with a position or an equivalent position for 1 year after the “public health emergency concludes” or 12 weeks after commencement of the leave, whichever is earlier. Further, an employee may not be terminated, disciplined, or otherwise the subject of an adverse employment action on the basis of their use of Emergency Paid Sick Leave.

<sup>9</sup> However, following FMLA leave, an employee has no greater right to reinstatement or to other benefits and conditions of employment than if he or she had not taken leave.

<sup>10</sup> Please consult a qualified tax professional for additional guidance or advice.

# **Exhibit B**





## ABOUT CHRISTOPHER

Christopher's practice focuses on labor and employment law, and his expertise includes representing employers in a union environment, including labor negotiations, changes to existing terms and conditions of employment and/or the effects of those changes, and the meaning and application of labor contract provisions. He also serves as trusted counsel to employers regarding workplace investigations, employee discipline, due process, grievance procedure issues, reasonable accommodation/interactive process issues, and other labor and employment law matters.

Prior to entering private practice, Christopher spent over a decade as a seasoned human resources executive with a broad spectrum of industry experience, including municipalities, public utilities, aviation, maritime, special districts, school districts, as well as higher education. Most notably, Christopher served as the Port of Oakland's Director of Human Resources from 2014 to 2018, where he directed the Port's human resources, labor relations, benefits, equal employment opportunity, leaves management and disability compliance, occupational health and safety, and workers' compensation functions. Christopher also led two successful negotiations for successor memoranda of understanding with the Port's labor unions during this time.

In recognition of his accomplishments, Christopher was featured as one of 2016's national "Top Five Rising Stars" by Human Resource Executive magazine. His clients greatly value his extensive practical human resources and labor negotiations experience, in addition to his legal skills.

### Workplace Investigations

As an experienced workplace investigator, Christopher has conducted investigations related to workplace misconduct, sexual harassment, race discrimination, retaliation, sexual orientation harassment, theft, fraud, favoritism, misconduct, and abusive conduct. Christopher completed extensive training from the Association of Workplace Investigators and passed the rigorous examination to earn the Certificate Holder (AWI-CH) credential, in addition to serving as part-time faculty for the Association's Training Institute for Workplace Investigators.



### Mediation

In addition to his advocacy skills, Christopher has completed successfully the requisite training to serve as a mediator in compliance with Sections 466 - 471.5 of the Business and Professions Code. Christopher has successfully utilized his mediation training to achieve settlements on labor and employment matters.

### Training

A highly sought-after trainer with a broad spectrum of public sector and industry experiences, Christopher has provided training and keynote speaking engagements on a variety of labor and employment law topics including labor relations, collective bargaining, workplace investigations, required sexual harassment/abusive conduct training, leaves of absence, disability accommodation and the interactive process, employee misconduct and discipline, the legalization of recreational marijuana and its impact to employers, violence in the workplace, workers' compensation fraud, and unconscious bias.

### Published Articles

Christopher has written articles on topics such as workplace bullying, the legalization of recreational marijuana and its impact to the workplace, and general labor and employment law updates, which have been published by professional organizations throughout California.

### Education

Christopher was graduated with a Bachelor of Arts degree from the University of California, Berkeley. He received his legal education from the Abraham Lincoln University School of Law where he was also a member of Delta Theta Phi, graduating *cum laude*. In addition, he received a professional certificate from Cornell University's School of Industrial and Labor Relations, and attended the Harvard Negotiation Institute at Harvard Law School.

### Professional Affiliations

Christopher is a member of the State Bar of California and a member of the Labor and Employment Law Section of the California Lawyers Association. He also holds memberships to the Alameda County Bar Association, the Association of Workplace Investigators, and the Society for Human Resource Management.



## ABOUT JILL

With over 30 years of professional and management experience in human resources, Jill serves as our firm's Senior Practice Leader and leads our executive services division. Prior to joining our firm, Jill has worked in a variety of HR generalist and management roles for CPS HR Consulting, the counties of El Dorado and Sacramento, El Dorado Hills Fire Department, Northern California Power Agency, the California Independent System Operator, and Sacramento Municipal Utility District. She is certified by the HR Certification Institute as a Senior Professional in Human Resources.

### Executive Search & Leadership Advisory Services

As an experienced and highly respected executive recruiter, Jill has led and managed hundreds of high-level executive searches and provided leadership advisory services to a broad range of clients across multiple sectors, including the State of California, cities, counties, utilities, transportation, and ports.

### Classification, Compensation & Job Analysis

In addition, Jill's human resources expertise includes classification and compensation, job analysis, employee recruitment and selection, employee and management training/development, employee relations, and personnel policy development. Jill has conducted many complex agency-wide classification and compensation studies, as well as over a thousand job analyses over the course of her career. Jill has managed these functions both from an in-house as well as a consultant role, which provides her with exceptional insights and perspectives in understanding the complex relations among these functions in which they contribute to organizational performance.

### Leadership & Teaching Experience

In addition, Jill has served in leadership capacities for several professional human resources organizations and has taught professional development trainings for respected HR organizations and served as faculty for HR training institutes.

### Education

Jill holds a Bachelor of Arts in Psychology from CSU Stanislaus and a Masters in Industrial/Organizational Psychology from CSU Sacramento.



## ABOUT LESLIE

With a broad spectrum of HR functional expertise, Leslie advises our firm's clients on labor relations, talent acquisition, classification and compensation, disability accommodations and compliance, wellness and benefits, and policy review and development matters. In addition, Leslie has considerable experience working with public safety personnel and police and fire unions, and she is well versed with investigation and discipline requirements under the Public Safety Officers Procedural Bill of Rights Act (POBR) and the Firefighters Procedural Bill of Rights Act (FFBOR).

As an experienced consultant, Leslie has worked with the cities of Campbell, Cupertino, Fremont, Menlo Park, Mountain View, Palo Alto, San Mateo, Sunnyvale, and Walnut Creek, as well as the Mid-Peninsula Open Space District and the West Valley-Mission Community College District.

### Labor Relations & Negotiations

Leslie's labor relations and negotiations experience includes representing management and public agencies in meet-and-confer matters related to wages, hours, and other working conditions of employment for both safety and non-safety units. In addition to successor contract negotiations, Leslie has participated in negotiations over implementation of personnel policies and procedures, changes in existing work conditions (impacts), effects of layoffs and furloughs, classification study impacts and issues related to employee bumping rights.

Leslie is also skilled in responding to grievances and adjudicating the various steps of the grievance resolution process under a collective bargaining agreement, and assists our legal team in proceedings related to arbitrations, unfair labor practice charges, and regulatory agency complaints.

### Disability Accommodations Compliance

Over her career, Leslie has handled numerous disability accommodations interactive process meetings conducted in accordance with the American with Disabilities Act (ADA) and the California Fair Employment and Housing Act (FEHA). In addition, she has served as agency-wide ADA Coordinator, and ensured organizational compliance with the complex legal requirements under applicable federal and state laws.

### Talent Acquisition

An experienced talent acquisition professional, Leslie has recruited for a wide range of positions for full-service cities and special districts, including senior management positions and positions in civil service and public safety. She has extensive experience in designing and conducting selection and promotional exams for police and fire positions.

### Classification, Compensation & Job Analysis

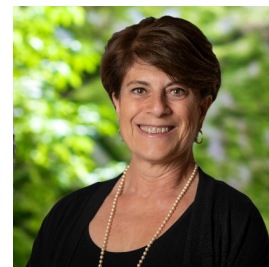
Leslie's human resources expertise also includes conducting classification and compensation studies and job analyses. Leslie has many years of experience in conducting salary and benefit surveys in support of labor negotiations, performing agency-wide classification and single or multi-position re-classification studies, developing new job classification descriptions, and revising existing classification specifications.

### Policy Review & Development

Working in tandem with our legal team, Leslie is skilled at personnel, occupational health and safety, and organizational policy review and development. She has both created and updated new sets of personnel rules for organizations of all sizes, including modification of agency-wide employment systems and procedures.

### Education & Professional Affiliations

Leslie holds a Bachelor of Arts in Social Science from San Jose State University. Her professional affiliations have included the California Public Employers Labor Relations Association (CALPELRA), the International Public Management Association – Human Resources (IPMA-HR), and the Society for Human Resource Management (SHRM).



## ABOUT MARGARET

Margaret is a seasoned human resources executive with extensive experience in employee and labor relations matters, and she possesses over 25 years of management experience with proven leadership and organizational development skills to enhance employee performance and improve business results. Throughout her tenure working for both public and private sector employers, Margaret has earned a professional reputation as a trusted advisor to other chief executives and elected officials, as well as respect by labor and union representatives. Margaret's ability to "think outside the box" has often resulted in collaborative outcomes between management and labor, and she has served as chief spokesperson in labor negotiations in her role as the Chief Human Resources Officer (CHRO).

In addition, Margaret's well-rounded experience as a HR practitioner provides our firm's clients with a full spectrum of HR services, including talent acquisition, classification and compensation, employee leaves and benefits, employee and labor relations, workplace investigations, disability compliance, occupational health and safety, risk management, and workers' compensation functions.

### Executive Coaching & Mentoring

Margaret's wealth of knowledge, both as a HR practitioner and a seasoned executive, has allowed her to effectively coach and mentor managers and supervisors on sound management skills and practices, particularly, within a union environment, as well as to develop the next generation of HR professionals. Her ability to relate to everyday challenges faced by managers and supervisors has allowed her to work closely with our firm's clients to provide one-on-one coaching and mentoring, and Margaret is well regarded by those whom she has coached and mentored in the past.

Margaret has spoken at various HR conferences and trainings, including the HR West Conference and the Bay Area Consortium of Water & Wastewater Education (BACWWE), on management and employee relations topics.

### Education

Margaret received a Bachelor of Science degree in Business Administration from the San Francisco State University.

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE: June 11, 2020  
SUBJECT: Water Agency Fiscal Year 2020-2021 Budget

RECOMMENDATIONS:

- 1) Hear Staff report and recommendation from Executive Committee, acting as the Budget Review Committee, and consider adoption of Water Agency’s fiscal year 2020-2021 budget.


FINANCIAL IMPACT:

Not applicable.

BACKGROUND:

On June 3, 2020 the Budget Review Committee reviewed the proposed FY 2020-2021 budget prepared by staff. The Budget Review Committee recommends the Board adopt the proposed FY 2020-2021 budget. The proposed budget and supporting documents are attached.

RELEVANCE TO 2016-2025 SCWA 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:

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 June 11, 2020 by the following vote:

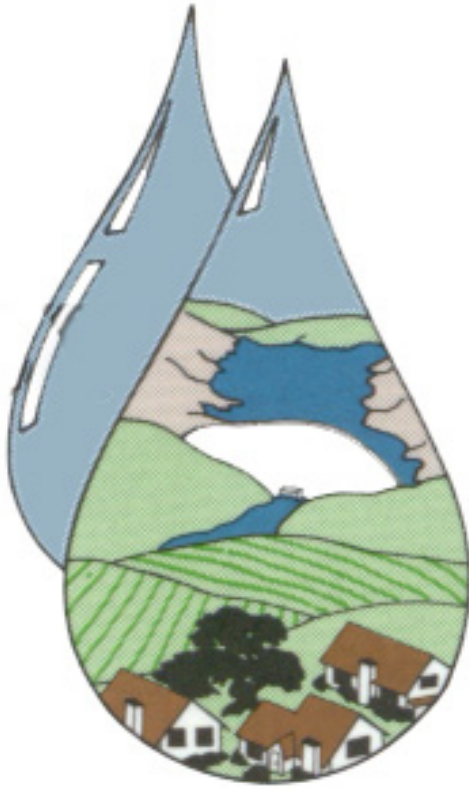
Ayes:

Noes:

Abstain:

Absent:

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



Solano County Water Agency  
Fiscal Year 2020-2021  
Proposed Budget





## **General Manager's Budget Message**

### **FY 2020-2021 Proposed Budget May 2020**

#### **Current Financial Position**

The Water Agency's financial position remains strong. Due to significantly lower than anticipated expenditures, the Water Agency's cumulative fund balance is projected to be at least \$51,306,700 at the close of FY 2019-2020, a net Increase of approximately \$2,216,402 from the prior year. Major expenditures that were planned but did not occur in FY 2019-2020 include the purchase of Habitat Conservation Plan (HCP) easements (\$3,000,000) and project delays associated with the Dixon Watershed Implementation program and miscellaneous Putah South Canal rehabilitation and betterment projects. More recently, a number of activities involving consultants and vendor contracts have been curtailed if not postponed or canceled as a result of the COVID-19 shelter at home directives. As discussed elsewhere, the ongoing COVID-19 situation presents a variety of economic and logistical challenges as we enter FY 2020-2021.

The Water Agency's budget is comprised of four funds; the Administration-Solano Project – Watermaster (ASW) Fund, State Water Project Fund, Ulatris Flood Control Fund, and Green Valley Flood Control Fund. The latter three are “restricted” funds – the respective revenue streams cannot be redirected to other funds – while the former, the ASW Fund, in addition to supporting Solano Project operations and administration, also serves as the Water Agency's general fund – revenues can be used for any purpose. A summary of the four funds is as follows:

<u>Estimated Fund Balance on 6/30/20</u>			
<u>Fund</u>	<u>Type</u>	<u>Dollars</u>	<u>Percent of total</u>
ASW	general	20,016,577	39.0
State Water Project	restricted	23,574,910	46.0
Ulatris Flood Control	restricted	7,501,950	14.5
Green Valley Flood Control	restricted	213,263	0.5
		-----	-----
		51,306,700	100

#### **Long Term Outlook**

The Water Agency's responsibilities have expanded over the years, early on with the adoption of the Putah Creek Accord and commitment to prepare and implement the Solano Project Habitat Conservation Plan, along with the regional coordination of water conservation activities in Solano County, technical support for the North Bay Aqueduct Alternate Intake Project, and more recently with the adoption of the Flood Management Policy and participation in the development of the Solano Sub-basin Groundwater Sustainability Agency and Groundwater Management Plan. To

some degree the level of effort associated with these newer responsibilities has or will be peaking at different times – different years – and with somewhat different fiscal impacts to the four respective Funds. A long term outlook summary, by Fund, is presented below.

#### ASW Fund

With the notable exception of the NBA Alternate Intake Project and related technical studies, most of the aforementioned responsibilities have or will be financially supported by the ASW Fund. In the short term – next two to three years – the ASW Fund balance will be drawn down to accommodate technical studies in support of Voluntary Agreement development and participation in the ongoing Bay Delta Plan Update proceedings, as well as the “jump start” of the Solano Project Habitat Conservation Plan. Shortly thereafter, with the anticipated implementation of the Solano Sub-basin Groundwater Sustainability Plan, there will likely be significant and at least short term groundwater management expenditures – all this plus the ongoing operations and maintenance costs associated with the Solano Project, implementation of the Flood Management Policy, and water conservation programs.

While property taxes, the primary source of revenue for the ASW Fund, are expected to increase over the long term, staff believes it would be prudent to explore and wherever possible develop additional revenue streams to support the ASW Fund. To that end, the proposed FY 2020-2021 budget includes \$100,000 for a Solar feasibility study, as well as \$100,000 to develop a Hazard Mitigation Plan that would make the Water Agency available for FEMA hazard mitigation grant funding – a possible revenue source for certain rehabilitation and betterment projects. Other potential revenue sources are under consideration. In summary, additional revenue streams are needed to expand the “financial pie”, otherwise in future years the available “slices” attributable to the various functions the ASW Fund supports will most likely need to be smaller.

#### State Water Project Fund

Nearly half of the Water Agency’s cumulative fund balance is attributable to the State Water Project Fund. While seemingly robust, at least in the short term, significant expenditures are anticipated in the next three to seven years, as the planning, environmental review, and design of what is currently anticipated to be a \$600 million construction project – the North Bay Alternate Intake (NBA AI) - resume in earnest. Currently, the Water Agency is funding several technical studies to support formulation of a multi-benefit North Bay Aqueduct Alternate Intake Project (NBA AIP) that will hopefully attract significant financial contributions from the Federal and State governments. The planning, environmental review, and design of the NBA AIP are expected to cost on the order of \$10 to \$15 million.

#### Ulati Flood Control Fund

The Ulati Flood Control Fund has benefited from increased property values associated with the conversion of agricultural lands to residential housing at and near Vacaville. Then again, urbanization has created new challenges and expenses. Significant capital expenditures, most notably a series of grade control weirs, are anticipated in the next five years, assuming the Solano Project Habitat Conservation Plan is formally approved by the Federal and State resource agencies in the next 12 to 18 months. Once approved, the Solano Project Habitat Conservation Plan will provide streamlined permitting that will facilitate the environmental review and compliance matters associated with these capital projects. Adoption of the Solano Project Habitat Conservation Plan will also obligate the Ulati Flood Control Project to mitigate for the

loss of Giant Garter Snake and other special status species habitats – estimated to cost approximately \$1 million.

In addition to flood protection, the Ulatis Flood Control Project is currently used to convey and store irrigation water in the summer and also serves as the year-round point of discharge for the City of Vacaville's tertiary treated wastewater. Because the Ulatis Flood Control Project ultimately drains into the Cache Slough Complex, an ecologically important area that is the focus of large scale habitat restoration efforts, staff anticipates that the Ulatis Flood Control Project will come under increased scrutiny by State and Federal resource agencies in the coming years – a double edged sword. Based on biological information collected to date it appears likely that the Ulatis Flood Control Project could be operated and maintained in ways that enhance habitat values in at least the upstream portions of Cache Slough –potential mitigation credits and/or source of revenue. On the other hand, if in fact the operation and maintenance of the Ulatis Flood Control Project has a significant impact on the ecology of at least portions of the Cache Slough Complex, one can expect the regulatory agencies to take interest. Over the next several years staff anticipates the initiation of additional biological, water quality and hydrodynamic investigations, and ultimately, the development of a management plan for the Ulatis Flood Control Project that incorporates habitat restoration as one of the flood project's functions.

On the whole, the Ulatis Flood Control Fund is in good shape for the foreseeable future – no discernible negative expenditure or revenue trends, and sufficient reserves to accomplish anticipated capital improvement projects with funds remaining to explore new opportunities.

#### Green Valley Flood Control Fund

When constructed, the predominant land uses in and around the Green Valley Flood Control Project were agricultural and rural residential. Property tax revenues were modest at best and out of necessity, operations and maintenance expenditures were backstopped via loans from the ASW Fund. Landuses have shifted over time and are now predominately residential and commercial, which has enhanced property tax revenues somewhat. However, urbanization, in addition to sea level rise are creating significant operations and maintenance challenges and the financial position of the Green Valley Flood Control Fund, while certainly better in recent years, will continue to be marginally adequate for the foreseeable future.

#### FY 2019/2020 Budget Synopsis

The FY 2019/20 budget was designed with the expectation that the Water Agency's reserves would be drawn down by approximately \$8,000,000 to fund certain one-time and short term expenditures. Due to project delays, most notably with regard to the Solano Project Habitat Conservation Plan, the opposite has occurred – the Water Agency's cumulative fund balance is projected to increase by at least \$2,216,402 at the close of FY 2019/20.

#### Proposed FY 2020/21 Budget

As of this writing the State of California is anticipating significant revenue shortfalls that will necessitate significant State budget cuts in FY 2020/2021. Unlike many County and city programs that rely heavily on State and Federal funding sources, the majority of the Water Agency's revenues are derived from local property taxes, which to date have not been significantly impacted by the coronavirus pandemic and historically have not fluctuated annually to the degree sales tax revenues and many other revenue streams have and are expected to fluctuate in the immediate future.

Accordingly, the Water Agency's fiscal position is reasonably strong as we enter these uncertain economic times.

In view of the ongoing coronavirus pandemic and the associated economic uncertainty, the proposed FY 2020/2021 budget is more conservative than those of recent years and as discussed below, should the shelter-in-place/social distancing orders remain in effect through the summer and fall of 2020, operating expenses will be less than budgeted due to the curtailment of certain field activities by staff and consultants.- most notably, water conservation home audits, education and public outreach programs, planning and implementation of some small grant flood control projects, and some hydrologic and biological field data collection efforts. As proposed, total FY 2020/2021 revenues (\$39,796,941) exceed total anticipated FY 2020/2021 expenditures (\$39,029,549) by \$767,392, leaving \$52,074,092 in reserves.

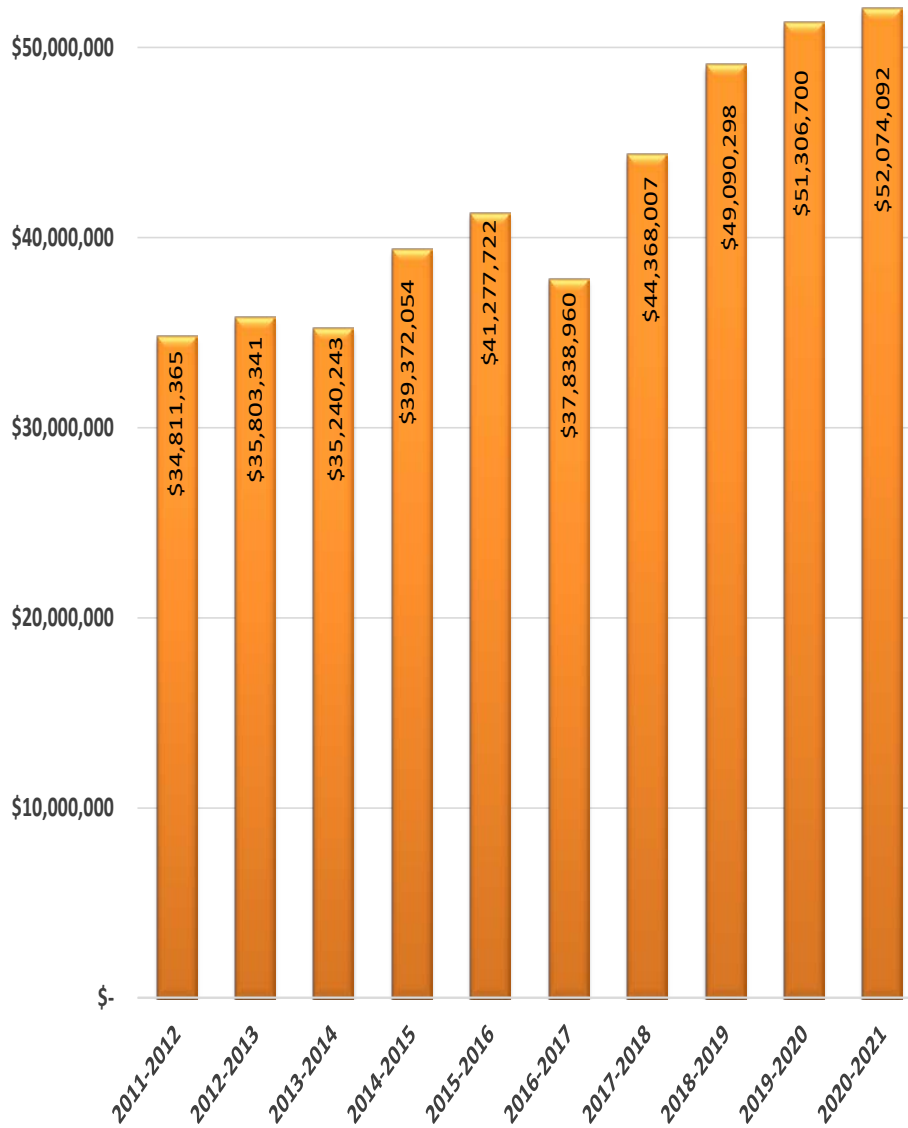
In recent years the projected cost of habitat conservation easements (\$3,000,000) and a potential office expansion (\$2,500,000) have been identified and included in the respective budgets, with the expectation that funding for these items would be taken from reserves. The prospects of obtaining the aforementioned habitat conservation easements remains highly speculative in FY 2020/2021 due to delays associated with the United States Fish and Wildlife Service (USFWS) review and approval of the Solano Habitat Conservation Plan (shelter-in-place restrictions have slowed USFWS review). Staff anticipates bringing the office expansion purchase proposal to the Board in early FY 2020/2021. The extent and cost of the proposed office expansion has yet to be determined and will ultimately be the Board's decision. For budgeting purposes, staff has not included the cost of habitat conservation easements or the office expansion in the proposed FY 2020/2021 budget and would prefer to simply identify the two items as purchases that if occurring in FY 2020/2021 would be funded from reserves, pending Board approval.

While the combined anticipated FY 2020/2021 revenue of the four funds exceeds the corresponding anticipated FY 2020/2021 expenses, the projected expenses from the ASW Fund – baring curtailment of certain activities due to coronavirus shelter-in-place/social distancing restrictions – will exceed the projected revenues by \$1,804,434 (revenues of \$19,297,323 versus \$21,101,757 of expenses). As previously discussed, over time the fiscal demands on the ASW Fund have grown significantly and accordingly, additional revenue streams will be needed to sustain the current level of expenditures in future years.

A summary of proposed FY 2020/2021 expenses and revenues, along with long-term expense and revenue trends, is presented in the following charts and tables.

# Figure 1

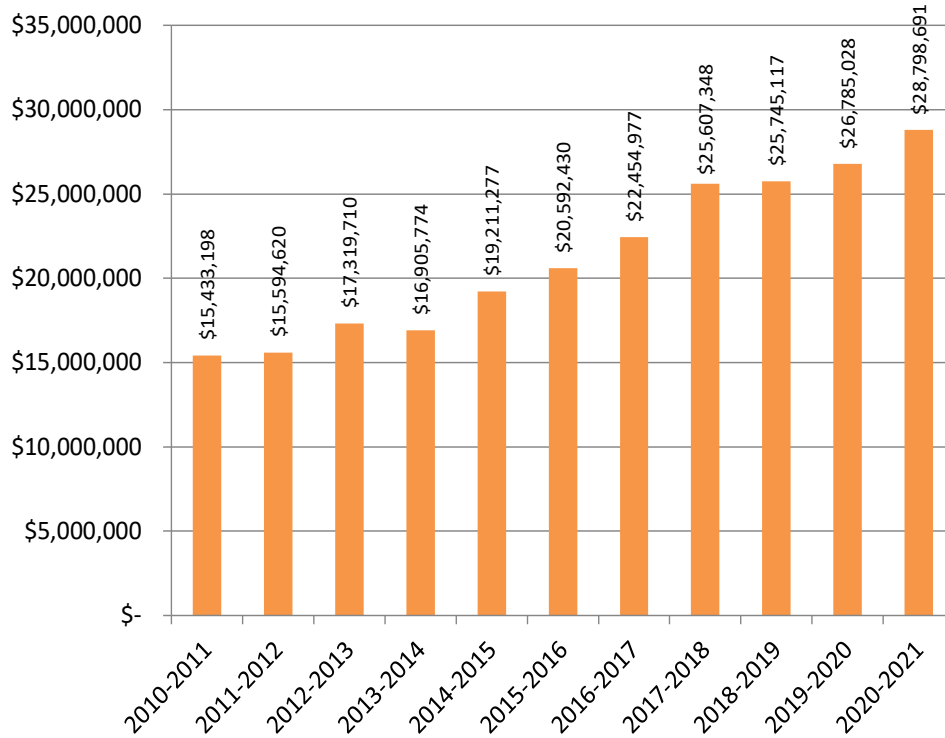
## Cumulative Fund Balance



Notes: 2020-2021 cumulative fund balance data based on proposed budget  
2019-2020 cumulative fund balance data based on year end projected budget  
2011-2012 through 2018-2019 “actuals” from annual audit reports

**Figure 2**

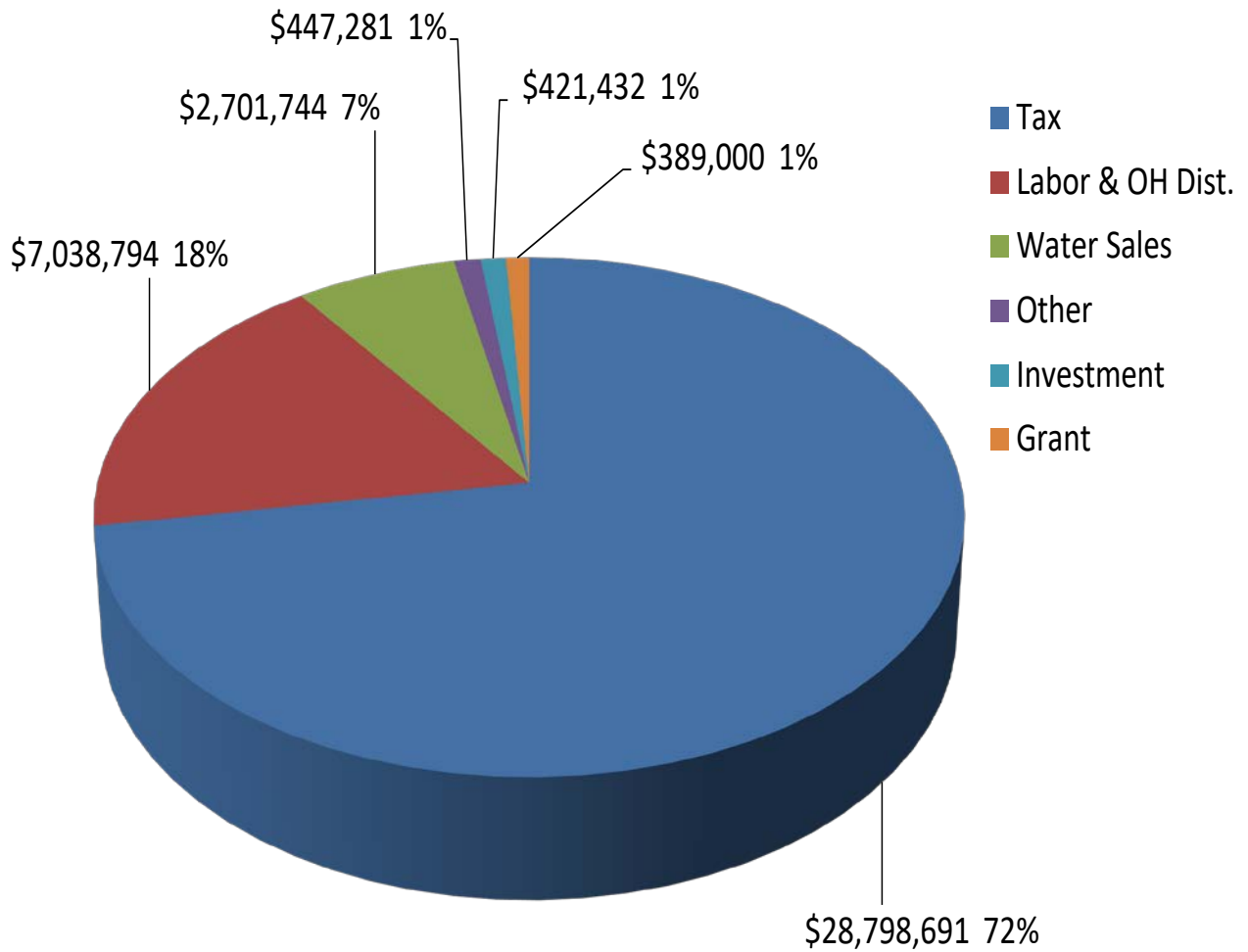
**Property Tax Revenue**



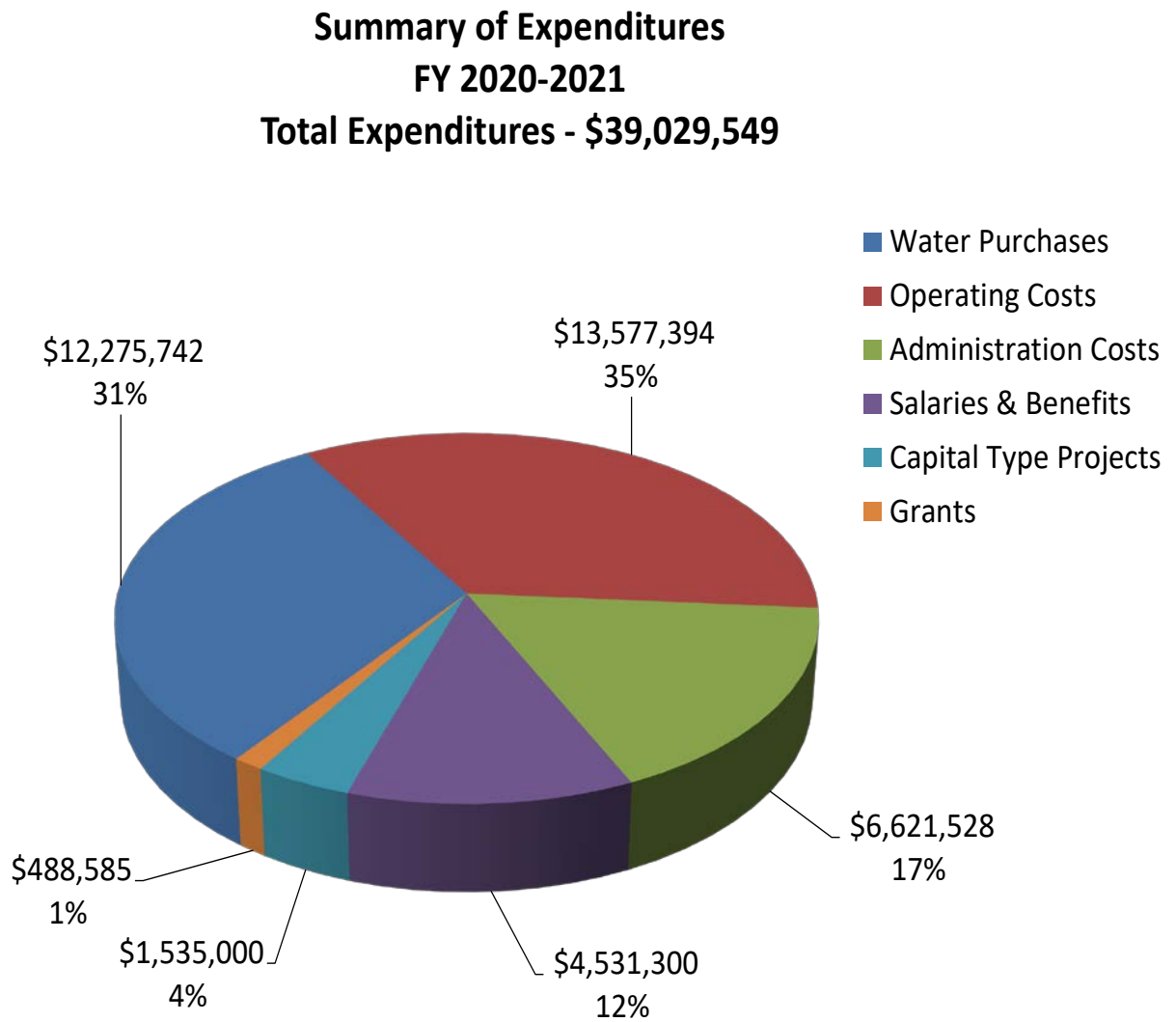
Notes: 2020-2021 property tax revenue data based on County estimates  
2019-2020 property tax revenue based on year end projected budget  
2010-2011 through 2018-2019 “actuals” from annual audited reports

**Figure 3**

**Summary of Projected Revenues  
FY 2020-2021  
Total Revenues - \$39,796,941**



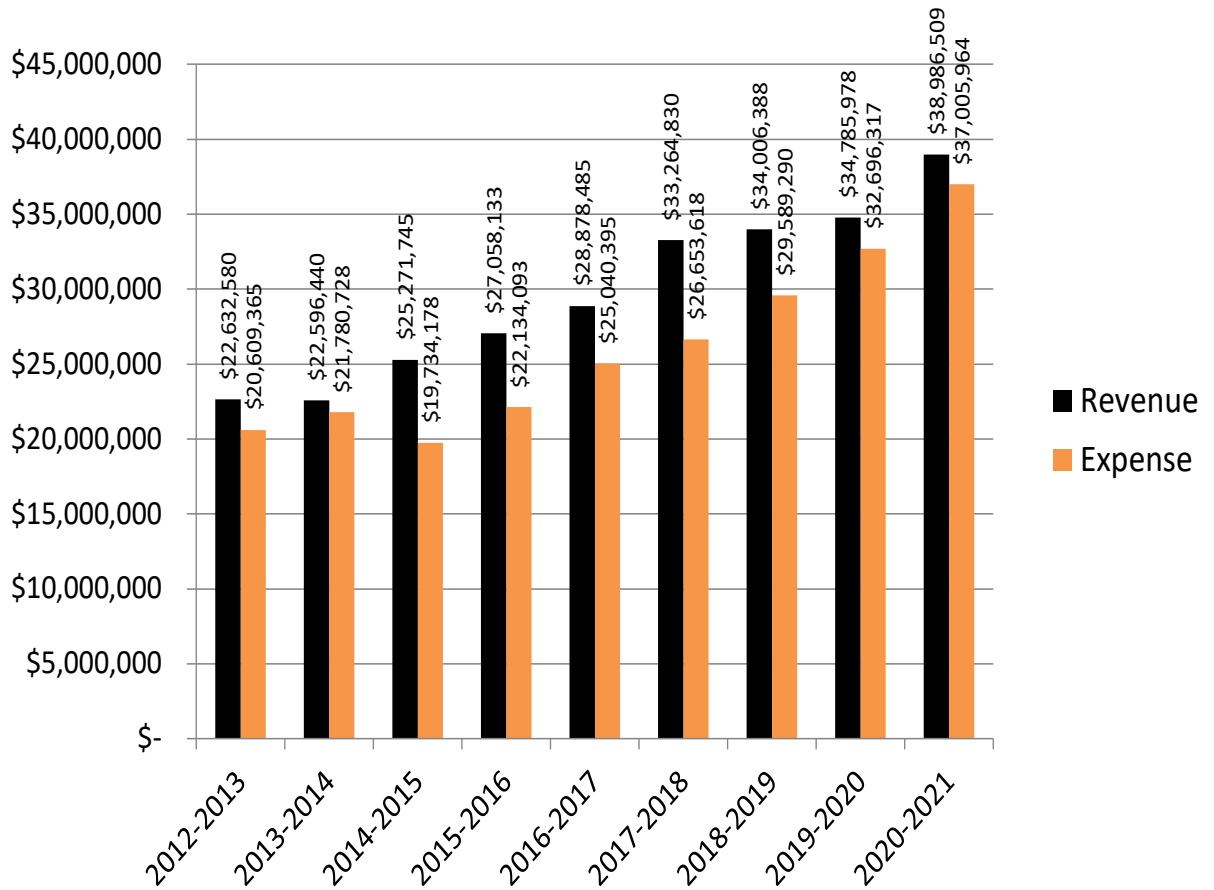
**Figure 4**





**Figure 5**

**Operating Income and Expense**



Notes: 2020-2021 revenue/expense data based on proposed budget  
2019-2020 revenue/expense data based on year end projection  
2012-2013 through 2018-2019 “actuals” from annual audit reports

**SOLANO COUNTY WATER AGENCY  
SCHEDULE 1  
ALL FUNDS SUMMARY  
FY 2020/2021**

FUND NAME	FUND BALANCE AVAILABLE 6/2018 AUDITED	FUND BALANCE AVAILABLE 6/2019 AUDITED	YEAR END PROJECTION INCREASE/ DECREASE TO FUND BALANCE 19/20	FUND BALANCE AVAILABLE 6/30/2020 ESTIMATED	PROPOSED 20/21 REVENUES	PROPOSED 20/21 EXPENDITURES	PROPOSED INCREASE/ DECREASE TO FUND BALANCE	PROPOSED FUND BALANCE 6/30/2021
ADMIN - SOLANO PROJECT - WM*	20,878,116	20,866,265	(849,688)	20,016,577	19,297,323	21,101,757	(1,804,434)	18,212,143
STATE WATER PROJECT	16,914,423	20,792,243	2,782,667	23,574,910	18,646,431	16,077,506	2,568,925	26,143,835
ULATIS FLOOD CONTROL	6,343,849	7,214,592	287,358	7,501,950	1,670,016	1,674,243	(4,227)	7,497,723
GREEN VALLEY FLOOD CONTROL	231,620	217,198	(3,935)	213,263	183,172	176,044	7,128	220,391
<b>Total All FUNDS</b>	<b>44,368,008</b>	<b>49,090,298</b>	<b>2,216,402</b>	<b>51,306,700</b>	<b>39,796,941</b>	<b>39,029,549</b>	<b>767,392</b>	<b>52,074,092</b>

\*Administration, Solano Projects, and Watermaster

Schedule 1 provides the reserve balances based on the FY 2019/2020 Year End Projections.

This schedule also provides Projected Year End net increase/(decrease) by Fund for the FY 19/20 budget year.

SOLANO COUNTY WATER AGENCY  
SCHEDULE 2  
ALL FUNDS SUMMARY - BY FUNDS  
FY 2020/2021

DETAIL BY FUND REVENUE CATEGORY AND FUND EXPENDITURE CATEGORY	2016/17 ACTUAL	2017/18 ACTUAL	2018/19 ACTUAL	2019/2020 YEAR END PROJECTION	2020/21 PROPOSED	FROM PROJECTION TO PROPOSED	PERCENT CHANGED
<b>Revenues</b>							
Admin-Solano Project-Watermaster	13,253,900	15,838,360	16,699,831	16,774,771	19,297,323	2,522,552	15%
State Water Project	15,074,314	16,989,484	17,170,108	17,703,538	18,646,431	942,893	5%
Ulati Flood Control	1,258,855	1,533,615	1,627,560	1,623,176	1,670,016	46,840	3%
Green Valley Flood Control	120,066	129,305	154,696	169,204	183,172	13,968	8%
<b>Total Revenues</b>	<b>29,707,135</b>	<b>34,490,764</b>	<b>35,652,195</b>	<b>36,270,688</b>	<b>39,796,941</b>	<b>3,526,253</b>	<b>10%</b>
<b>Expenditures</b>							
Admin-Solano Project-Watermaster	15,521,374	14,423,930	16,711,681	17,624,459	21,101,757	3,477,298	20%
State Water Project	16,637,637	12,724,956	13,292,288	14,920,871	16,077,506	1,156,635	8%
Ulati Flood Control	947,255	764,375	756,816	1,335,818	1,674,243	338,424	25%
Green Valley Flood Control	39,586	48,457	169,119	173,139	176,044	2,906	2%
<b>Total Expenditures</b>	<b>33,145,851</b>	<b>27,961,718</b>	<b>30,929,903</b>	<b>34,054,286</b>	<b>39,029,549</b>	<b>4,975,263</b>	<b>15%</b>
<b>Net</b>							
Admin-Solano Project-Watermaster	(2,267,474)	1,414,430	(11,850)	(849,688)	(1,804,434)	(954,746)	112%
State Water Project	(1,563,323)	4,264,528	3,877,820	2,782,667	2,568,925	(213,742)	-8%
Ulati Flood Control	311,601	769,240	870,744	287,358	(4,227)	(291,584)	-101%
Green Valley Flood Control	80,480	80,848	(14,422)	(3,935)	7,128	11,063	-281%
<b>Total Net</b>	<b>(3,438,716)</b>	<b>6,529,046</b>	<b>4,722,291</b>	<b>2,216,402</b>	<b>767,392</b>	<b>(1,449,010)</b>	<b>-165%</b>

In addition to the revenues and expenses segregated by funds as in Schedule 1, Schedule 2 provides three years of historical data to allow for comparison and trend analysis.

**SOLANO COUNTY WATER AGENCY  
SCHEDULE 3  
ALL FUNDS SUMMARY - BY ACTIVITY  
FY 2020/2021**

DETAIL BY REVENUE CATEGORY AND EXPENDITURE CATEGORY	2016/17 ACTUAL	2017/18 ACTUAL	2018/19 ACTUAL	2019/2020 YEAR END PROJECTION	2020/21 PROPOSED	FROM PROJECTION TO PROPOSED	PERCENT CHANGED
<b>Revenues</b>							
Taxes	22,454,977	25,607,348	25,745,117	26,785,028	28,798,691	2,013,663	8%
Water Sales	2,451,389	2,452,701	2,588,338	2,358,206	2,701,744	343,538	15%
Grant Revenues	622,869	810,703	575,834	696,276	389,000	(307,276)	-44%
Investment Income	205,753	415,231	1,069,972	788,434	421,432	(367,002)	-47%
InterFund Cost Allocation	3,053,599	4,211,746	4,531,302	5,212,478	7,038,794	1,826,316	35%
Other Revenue	918,519	993,034	1,141,632	430,266	447,281	17,015	4%
<b>Total Revenues</b>	<b>29,707,107</b>	<b>34,490,764</b>	<b>35,652,195</b>	<b>36,270,688</b>	<b>39,796,941</b>	<b>3,526,253</b>	<b>10%</b>
<b>Expenditures</b>							
Salaries and Employee Benefits	3,099,414	3,447,128	3,850,069	4,054,754	4,531,300	476,546	12%
Services and Supplies	786,125	834,637	999,124	1,258,262	1,592,915	334,653	27%
Operations & Maintenance	4,496,992	5,588,445	6,243,706	6,216,903	8,382,867	2,165,964	35%
LPCCC Operations	924,938	1,212,843	1,591,989	2,270,114	1,711,090	(559,023)	-25%
Putah Creek Watershed Management		-	992,361	884,274	1,075,315	191,041	22%
Rehab & Betterment	19,500	247,787	174,651	330,887	1,185,000	854,113	258%
Water Purchases	11,508,929	11,115,387	11,150,619	12,014,202	12,275,742	261,540	2%
Grant Expenditures	661,558	758,173	633,043	247,556	345,085	97,529	39%
Flood Control	223,550	285,394	410,415	499,301	1,291,610	792,309	159%
HCP Planning	518,241	593,797	693,193	746,951	817,613	70,661	9%
Water Conservation	1,789,809	1,588,754	1,898,708	1,845,010	1,967,575	122,565	7%
Consultants	1,692,398	1,987,232	1,754,107	2,641,545	3,218,437	576,891	22%
Fixed Assets	7,424,398	302,139	532,919	779,526	370,000	(409,526)	-53%
Contingency	-	-	5,000	265,000	265,000	-	0%
<b>Total Expenditures</b>	<b>33,145,851</b>	<b>27,961,718</b>	<b>30,929,903</b>	<b>34,054,286</b>	<b>39,029,549</b>	<b>4,975,263</b>	<b>15%</b>
<b>Total Net</b>	<b>(3,438,744)</b>	<b>6,529,046</b>	<b>4,722,291</b>	<b>2,216,402</b>	<b>767,392</b>	<b>(1,449,010)</b>	<b>-65%</b>

Schedule 3 provides revenue and expenses by activity type for all four funds combined. It includes three years of historical data for comparison and trend analysis.

**Solano County Water Agency**  
**All Fund Summary - By Operating & Non-Operating**

**SOLANO COUNTY WATER AGENCY**  
**SCHEDULE 4**  
**ALL FUNDS SUMMARY - BY OPERATING & NON-OPERATING**  
**FY 2020/2021**

DETAIL BY OPERATING REVENUE AND EXPENDITURE CATEGORY AND NON-OPERATING REVENUE AND EXPENDITURES CATEGORY	2016/17 ACTUAL	2017/18 ACTUAL	2018/19 ACTUAL	2019/2020 YEAR END PROJECTION	2020/21 PROPOSED	FROM PROJECTION TO PROPOSED	PERCENT CHANGED
<b>Operating Revenues</b>							
Taxes	22,454,977	25,607,348	25,745,117	26,785,028	28,798,691	2,013,663	-92%
Water Sales	2,451,389	2,452,701	2,588,338	2,358,206	2,701,744	343,538	-85%
InterFund Cost Allocation	3,053,599	4,211,746	4,531,302	5,212,478	7,038,794	1,826,316	-65%
Other Revenue	918,519	993,034	1,141,632	430,266	447,281	17,015	-96%
<b>Total Operating Revenues</b>	<b>28,878,485</b>	<b>33,264,829</b>	<b>34,006,388</b>	<b>34,785,978</b>	<b>38,986,509</b>	<b>4,200,531</b>	<b>-88%</b>
<b>Operating Expenditures</b>							
Salaries and Employee Benefits	3,099,414	3,447,128	3,850,069	4,054,754	4,531,300	476,546	-88%
Services and Supplies	786,125	834,637	999,124	1,258,262	1,592,915	334,653	-73%
Operations & Maintenance	4,496,992	5,588,445	7,236,067	7,101,177	9,458,182	2,357,005	-67%
LPCCC Operations	924,938	1,212,843	1,591,989	2,270,114	1,711,090	(559,023)	-125%
Water Purchases	11,508,929	11,115,387	11,150,619	12,014,202	12,275,742	261,540	-98%
Flood Control	223,550	285,394	410,415	499,301	1,291,610	792,309	59%
HCP Planning	518,241	593,797	693,193	746,951	817,613	70,661	-91%
Water Conservation	1,789,809	1,588,754	1,898,708	1,845,010	1,967,575	122,565	-93%
Consultants	1,692,398	1,987,232	1,754,107	2,641,545	3,218,437	576,891	-78%
Contingency	-	-	5,000	265,000	265,000	-	-100%
<b>Total Operating Expenditures</b>	<b>25,040,395</b>	<b>26,653,618</b>	<b>29,589,290</b>	<b>32,696,317</b>	<b>37,129,464</b>	<b>4,433,147</b>	<b>-86%</b>
<b>Net Operating</b>	<b>3,838,090</b>	<b>6,611,211</b>	<b>4,417,098</b>	<b>2,089,660</b>	<b>1,857,045</b>	<b>(232,616)</b>	<b>-111%</b>
<b>Non-Operating Revenues</b>							
Investment Income	205,753	415,231	1,069,972	788,434	421,432	(367,002)	-147%
Grant Revenues	622,869	810,703	575,834	696,276	389,000	(307,276)	-144%
<b>Total Non-Operating Revenues</b>	<b>828,622</b>	<b>1,225,935</b>	<b>1,645,807</b>	<b>1,484,710</b>	<b>810,432</b>	<b>(674,278)</b>	<b>55%</b>
<b>Non-Operating Expenditures</b>							
Rehab & Betterment	19,500	247,787	174,651	330,887	1,185,000	854,113	158%
Grant Expenditures	661,558	758,173	633,043	247,556	345,085	97,529	-61%
Fixed Assets	7,424,398	302,139	532,919	779,526	370,000	(409,526)	-153%
<b>Total Non-Operating Expenditures</b>	<b>8,105,455</b>	<b>1,308,100</b>	<b>1,340,614</b>	<b>1,357,969</b>	<b>1,900,085</b>	<b>542,116</b>	<b>-60%</b>
<b>Net Non-Operating</b>	<b>(7,276,833)</b>	<b>(82,165)</b>	<b>305,193</b>	<b>126,741</b>	<b>(1,089,653)</b>	<b>(1,216,394)</b>	<b>-1060%</b>
<b>Net Operating and Non-Operating</b>	<b>(3,438,744)</b>	<b>6,529,046</b>	<b>4,722,291</b>	<b>2,216,402</b>	<b>767,392</b>	<b>(1,449,010)</b>	<b>-165%</b>

Schedule 4 provides revenues and expenditures segregated by operating and non-operating classes for all four funds combined. The Net Operating line reflects whether the operating revenues fund the operating costs or if reserves will have to be used for the combined four funds.

SOLANO COUNTY WATER AGENCY  
SCHEDULE 5  
SOLANO PROJECT REHAB & BETTERMENT  
FY 2020/21

FUND	DESCRIPTION	TOTAL AMOUNT	2020/21 PLANNED	2021/22 PROPOSED	2022/23 PROPOSED	2023/24 PROPOSED	2024/25 PROPOSED
SP	SP Risk Assessment	350,000	200,000	150,000	-	-	-
SP	MD Gantry Crane Motor Install	100,000	-	-	100,000	-	-
SP	PDD Flood Gate Rehab	850,000	100,000	250,000	250,000	250,000	-
SP	PDD Monitoring Well Rehab	75,000	50,000	25,000	-	-	-
SP	PSC Drainage Rehab	100,000	20,000	20,000	20,000	20,000	20,000
SP	PSC Road Gravel and Turn-Around Improvements	375,000	75,000	75,000	75,000	75,000	75,000
SP	PSC Panel Replacement & Rehab	650,000	130,000	130,000	130,000	130,000	130,000
SP	PSC Radial Gate Rehab	350,000	50,000	75,000	75,000	75,000	75,000
SP	PSC Check Upgrades (Automation)	700,000	140,000	140,000	140,000	140,000	140,000
SP	PSC Electrical Upgrades	500,000	100,000	100,000	100,000	100,000	100,000
SP	PSC Seismic Assessment	250,000	50,000	50,000	50,000	50,000	50,000
SP	PSC Fence Installation (Security)	800,000	-	-	100,000	300,000	400,000
<b>Total Solano Project Rehab &amp; Betterment</b>		<b>5,100,000</b>	<b>915,000</b>	<b>1,015,000</b>	<b>1,040,000</b>	<b>1,140,000</b>	<b>990,000</b>

**SOLANO COUNTY WATER AGENCY  
SCHEDULE 6  
BUDGET PROJECTIONS**

DETAIL BY REVENUE CATEGORY AND EXPENDITURE CATEGORY	2017/18 ACTUAL	2018/19 ACTUAL	2019/20 YEAR END PROJECTED BUDGET	2020/21 PROPOSED	2021/22 PROPOSED	2022/23 PROPOSED	2023/24 PROPOSED
<b>Revenues</b>							
Taxes	22,454,977	25,607,348	26,785,028	28,798,691	26,163,166	25,118,901	25,575,892
Water Sales	2,451,389	2,452,701	2,358,206	2,701,744	2,640,100	2,640,100	2,640,100
Grant Revenues	622,869	810,703	696,276	389,000	114,123	90,000	180,000
Investment Income	205,753	415,231	788,434	421,432	423,158	423,158	423,158
Labor & Ovhd Distr.	3,053,599	4,211,746	5,212,478	7,038,794	5,368,852	5,529,917	5,695,815
Other Revenue	918,519	993,034	430,266	447,281	261,681	251,481	213,481
<b>Total Revenues</b>	<b>29,707,107</b>	<b>34,490,764</b>	<b>36,270,688</b>	<b>39,796,941</b>	<b>34,971,080</b>	<b>34,053,557</b>	<b>34,728,446</b>
<b>Expenditures</b>							
Salaries and Employee Benefits	3,099,414	3,447,128	4,054,754	4,531,300	5,301,500	6,081,400	7,095,900
Services and Supplies	786,125	834,637	1,258,262	1,592,915	1,537,078	1,530,270	1,552,550
Operations & Maintenance	4,496,992	5,588,445	6,216,903	8,382,867	8,147,993	8,252,703	8,882,955
LPCCC Operations	924,938	1,212,843	2,270,114	1,711,090	1,791,209	1,883,142	1,980,590
Putah Creek Watershed Mgt			884,274	1,075,315	818,163	842,000	870,000
Rehab & Betterment	19,500	247,787	330,887	1,185,000	985,000	985,000	985,000
Water Purchases	11,508,929	11,115,387	12,014,202	12,275,742	13,138,760	13,541,579	13,546,111
Grant Expenditures	661,558	758,173	247,556	345,085	346,168	356,553	-
Flood Control	223,550	285,394	499,301	1,291,610	925,913	775,911	685,493
HCP Planning	518,241	593,797	746,951	817,613	3,847,035	728,786	753,029
Water Conservation	1,789,809	1,588,754	1,845,010	1,967,575	1,808,646	1,829,357	1,866,444
Consultants	1,692,398	1,987,232	2,641,545	3,218,437	2,022,955	2,050,752	2,045,221
Fixed Assets	7,424,398	302,139	734,526	370,000	25,000	25,000	25,000
Contingency	-		265,000	265,000	275,000	275,000	275,000
<b>Total Expenditures</b>	<b>33,145,851</b>	<b>27,961,718</b>	<b>34,009,286</b>	<b>39,029,549</b>	<b>40,970,419</b>	<b>39,157,452</b>	<b>40,563,293</b>
<b>Total Net</b>	<b>(3,438,744)</b>	<b>6,529,046</b>	<b>2,261,402</b>	<b>767,392</b>	<b>(5,999,340)</b>	<b>(5,103,895)</b>	<b>(5,834,848)</b>

**Key Budget Projection Assumptions**

1. Projected property tax revenues based on observed post 2008 trend
2. Salary and Employee Benefits increased 6%, annually, includes anticipated new hires
3. Projected grant revenues based on currently awarded grants, grant expenditures include matching funds provided by Water Agency

**SOLANO COUNTY WATER AGENCY  
SCHEDULE 7  
BUDGET PROJECTIONS**

FUND NAME	FUND BALANCE AVAILABLE 6/2018 AUDITED	FUND BALANCE AVAILABLE 6/2019 AUDITED	YEAR END PROJECTION INCREASE/ DECREASE TO FUND BALANCE 19/20	FUND BALANCE JUNE 30, 2020 YEAR END PROJECTION	PROPOSED INCREASE/ DECREASE TO FUND BALANCE 20/21	FUND BALANCE JUNE 30, 2021 PROPOSED	FUND BALANCE JUNE 30, 2022 PROJECTED	FUND BALANCE JUNE 30, 2023 PROJECTED	FUND BALANCE JUNE 30, 2024 PROJECTED
ADMIN - SOLANO PROJECT - WM	20,878,116	20,866,265	(849,688)	20,016,577	(1,804,434)	18,212,143	11,658,179	7,176,943	1,941,397
STATE WATER PROJECT	16,914,423	20,792,243	2,782,667	23,574,910	2,568,925	26,143,835	26,798,786	26,207,197	25,619,356
ULATIS FLOOD CONTROL	6,343,849	7,214,592	287,358	7,501,950	(4,227)	7,497,723	7,461,904	7,498,576	7,556,264
GREEN VALLEY FLOOD CONTROL	231,620	217,198	(3,935)	213,263	7,128	220,391	155,883	88,141	18,992
<b>Total All FUNDS</b>	<b>44,368,008</b>	<b>49,090,298</b>	<b>2,216,402</b>	<b>51,306,700</b>	<b>767,392</b>	<b>52,074,092</b>	<b>46,074,752</b>	<b>40,970,857</b>	<b>35,136,009</b>



## FUND PURPOSE

The Administration-Solano Project-Watermaster (ASW) fund is comprised of three sub-funds; Administration, Solano Project, and Watermaster. Unlike the Water Agency's State Water Project, Ulati and Green Valley funds, which for accounting purposes are defined as "restricted" funds, the ASW is a "general fund" and therefore the monies within the ASW fund can be used for any purpose – flood control, groundwater monitoring, water conservation, etc.

## FUNCTION AND RESPONSIBILITIES

Administration – The Administration sub-fund provides human resource and other administrative support for SCWA staff, as well as funding for SCWA's general flood control, groundwater monitoring and Solano Subbasin Groundwater Sustainability Agency administrative support, integrated regional water management planning, and water conservation activities.

Solano Project - The Solano Project sub-fund supports the Solano Project water supply, including operation and maintenance of the Solano Project facilities (Monticello Dam, Putah Diversion Dam, and Putah South Canal), compliance with the Putah Creek Accord and a variety of technical studies and administrative functions in support of the Lower Putah Creek Coordinating Committee (LPCCC), and implementation of the Solano Habitat Conservation Plan (HCP).

Watermaster – The Watermaster sub-fund is used to implement the Condition 12 water rights settlement in the Lake Berryessa watershed.

## FUND DETAIL COMMENTS

### *Revenues*

Property Taxes -FY 2020-2021 property tax revenues are projected to increase 7% from the prior fiscal year, reflecting the prevailing trend of increasing property values in Solano County. The timing and extent of the COVID-19 pandemic's economic impact on future property tax revenues is unclear. However, as illustrated in the 2008-2009 economic recession, changes in property tax revenues typically lag the corresponding economic downturns (or upturns) by 18 to 24 months

Grant Revenue – The Water Agency has been awarded three grants, two pertaining to the Lake Berryessa Invasive Mussel Inspection Program and one in support of ongoing water conservation programs, that are collectively projected to increase grant revenues by 11% over the prior year

Investment Income – Interest earnings have been declining since the Fall of 2019, with the rate of decline accelerating at the onset of the COVID-19 pandemic. In view of the prevailing economic uncertainty, FY 2020-2020 interest earnings are projected to be just 50 percent of those achieved in FY 2019-2020

### ***Expenditures***

Salaries & Benefits – Includes funding for new positions; SCADA tech, maintenance aides, accounting clerk, water resources engineer and/or technician, and the Assistant general manager; as well as a \$224,000 lump sum payoff of unfunded Pension liabilities.

Services and Supplies – FY 20/21 expenditures projected to increase 27% over prior year due to additional public outreach/education and computer equipment expenditures, additional human resources support services.

Operations and Maintenance –Includes additional funding for technical studies in support of Voluntary Settlement Agreement/Bay-Delta Plan update and funding for projects budgeted but not initiated in FY 2019-2020, most notably PSC Algacide Study and Alternative Energy Feasibility Study.

Grant Expenditures – Implementation of two new Lake Berryessa Invasive Mussel Inspection Program grants and a new water conservation grant funded project.

Water Conservation – Expanded programs for Lower Income and Residents with Disabilities and additional grant funding for 2 years.

Flood Control –Includes funding for ongoing Dixon Watershed Management Plan, update to Master Drainage Plan and Hydrology Design Manual, funding for small grant flood protection grant program.

HCP – FY 20/21 expenditures less than anticipated due to project delays and delay in purchasing the easements.

Consultants – Funding has been increased in anticipation of several new technical studies related to the operation of the Solano Project and the State Water Resources Control Board’s ongoing update of the 2016 Bay-Delta Plan, groundwater investigations, and IT services.

Fixed Assets – Funding has been included for new vehicles for maintenance aides, SCADA, and water resources utilities for use in operations and maintenance and additional streamflow and water quality monitoring

DETAIL BY REVENUE CATEGORY AND EXPENDITURE CATEGORY	2016/17 ACTUAL	2017/18 Actual	2018/19 Actual	2019/20 YE PROJECTION	2020/2021 PROPOSED	PROJECTION TO PROPOSED	PERCENT CHANGED
<b>Revenues</b>							
Taxes	8,638,934	9,566,656	9,881,679	10,415,474	11,166,680	751,206	7%
Grants	482,309	810,703	575,834	351,276	389,000	37,724	11%
Investment Income	114,881	219,270	520,960	317,316	186,165	(131,151)	-41%
InterFund Cost Allocation	3,053,599	4,211,746	4,531,302	5,212,478	7,038,794	1,826,316	35%
Water Sales	67,734	83,748	93,644	72,676	93,644	20,968	29%
Other Revenue Sources	896,443	946,237	1,096,412	405,551	423,040	17,489	4%
<b>Total Revenues</b>	<b>13,253,900</b>	<b>15,838,360</b>	<b>16,699,831</b>	<b>16,774,771</b>	<b>19,297,323</b>	<b>2,522,552</b>	<b>15%</b>
<b>Expenditures</b>							
Salaries & Benefits	3,099,414	3,447,128	3,850,069	4,054,754	4,531,300	476,546	12%
Services and Supplies	643,148	749,514	921,079	1,149,787	1,460,415	310,628	27%
Operations and Maintenance	3,194,631	3,996,774	4,433,064	4,060,569	5,450,423	1,389,854	34%
LPCCC Operations	924,938	1,212,843	1,591,989	2,270,114	1,711,090	(559,023)	-25%
Putah Creek Watershed Management			992,361	884,274	1,075,315	191,041	22%
Rehab & Betterment	19,500	247,787	174,651	330,887	915,000	584,113	177%
Grant Expenditures	379,367	758,173	632,625	247,556	345,085	97,529	39%
Water Conservation	1,295,783	1,077,805	1,206,585	1,059,263	1,091,469	32,207	3%
Flood Control	223,550	285,394	410,415	499,301	1,291,610	792,309	159%
HCP	518,241	593,797	693,193	746,951	817,613	70,661	9%
Consultants	1,540,558	1,799,765	1,285,064	1,764,844	1,937,437	172,592	10%
Fixed Assets	3,682,245	254,949	515,587	386,158	305,000	(81,158)	-21%
Contingency	-	-	5,000	170,000	170,000	-	0%
<b>Total Expenditures</b>	<b>15,521,374</b>	<b>14,423,930</b>	<b>16,711,681</b>	<b>17,624,459</b>	<b>21,101,757</b>	<b>3,477,298</b>	<b>20%</b>
<b>Net Change</b>	<b>(2,267,474)</b>	<b>1,414,430</b>	<b>(11,850)</b>	<b>(849,688)</b>	<b>(1,804,434)</b>	<b>(954,746)</b>	<b>112%</b>

## FUND PURPOSE

Repayment of capital costs, ongoing operations and maintenance of the North Bay Aqueduct.

## FUNCTION AND RESPONSIBILITIES

SCWA is responsible for purchasing water from the State Water Project for resale to cities in Solano County. Water is delivered via the North Bay Aqueduct (NBA), which originates in Barker Slough and terminates in Napa County (Napa County has a similar State Water Project water supply contract). The NBA is owned, operated, and maintained by the California Department of Water Resources (DWR). SCWA administers the State Water Project water supply contract, which among other things, obligates SCWA to reimburse DWR for Solano's share of the NBA operation, maintenance, and capital costs. The majority of the funds used to reimburse DWR are obtained via the "NBA Zone of Benefit Tax" – a property tax assessment. In addition to administering the water supply contract, SCWA performs various technical studies related to NBA operations, monitors water quality in Barker Slough, and provides technical assistance to DWR in support of the NBA Alternate Intake Project.

## FUND DETAIL COMMENTS

### Revenues

Property Taxes –FY 2020-2021 property tax revenues are projected to increase 8% from the prior fiscal year, reflecting the prevailing trend of increasing property values in Solano County. The timing and extent of the COVID-19 pandemic's economic impact on future property tax revenues is unclear. However, as illustrated in the 2008-2009 economic recession, changes in property tax revenues typically lag the corresponding economic downturns (or upturns) by 18 to 24 months.

Investment Income –Interest earnings have been declining since the Fall of 2019, with the rate of decline accelerating at the onset of the COVID-19 pandemic. In view of the prevailing economic uncertainty, FY 2020-2020 interest earnings are projected to be just 50 percent of those achieved in FY 2019-2020.

### Expenditures

Operations and Maintenance –Due to unusually favorable water quality conditions, expenditures in the prior fiscal year were lower than anticipated. Proposed FY 2020-2021 budget assumes return to more typical water quality conditions and in turn increased operations and maintenance expenditures.

Water Purchases – 2% increase based on Department of Water Resources' projected Statement of Charges.

Water Conservation – water Conservation costs are split with the ASW Fund.

Consultants – Funding has been increased in anticipation of additional technical studies related to the biology and hydrodynamics of the Cache Slough Region.

Fixed Assets – Includes funding for an additional water quality monitoring station

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DETAIL BY REVENUE CATEGORY AND EXPENDITURE CATEGORY	2016/17 ACTUAL	2017/18 Actual	2018/19 Actual	2019/20 YE PROJECTION	2020/2021 PROPOSED	PROJECTION TO PROPOSED	PERCENT CHANGED
<b>Revenues</b>							
Property Taxes	12,467,260	14,468,386	14,273,482	14,705,759	15,846,290	1,140,531	8%
Water Sales	2,383,655	2,368,953	2,494,694	2,285,530	2,608,100	322,570	14%
Grant Revenues	140,560	-	-	345,000	-	(345,000)	-100%
Investment Income	65,597	134,904	384,692	349,928	174,800	(175,128)	-50%
Other Sources	17,242	17,241	17,241	17,320	17,241	(80)	0%
<b>Total State Water Project Revenues</b>	<b>15,074,314</b>	<b>16,989,484</b>	<b>17,170,108</b>	<b>17,703,538</b>	<b>18,646,431</b>	<b>942,893</b>	<b>5%</b>
<b>Expenditures</b>							
Services and Supplies	127,874	70,396	63,790	93,375	116,300	22,925	25%
Operations and Maintenance	603,791	813,630	916,295	1,100,846	1,463,358	362,512	33%
Water Purchases	11,508,929	11,115,387	11,150,619	12,014,202	12,275,742	261,540	2%
Grant Expenditures	282,191	-	418	-	-	-	
Water Conservation	494,026	510,950	692,123	785,748	876,106	90,359	11%
Consultants	151,840	187,467	469,042	876,701	1,281,000	404,299	46%
Fixed Assets	3,468,986	27,126	-	10,000	25,000	15,000	150%
Contingency	-	-	-	40,000	40,000	-	0%
<b>Total State Water Project Expenditures</b>	<b>16,637,637</b>	<b>12,724,956</b>	<b>13,292,288</b>	<b>14,920,871</b>	<b>16,077,506</b>	<b>1,156,635</b>	<b>8%</b>
<b>Net Change</b>	<b>(1,563,323)</b>	<b>4,264,528</b>	<b>3,877,820</b>	<b>2,782,667</b>	<b>2,568,925</b>	<b>(213,742)</b>	<b>-8%</b>

## FUND PURPOSE

Operation and maintenance of Ulatis Flood Control Project.

## FUNCTION AND RESPONSIBILITIES

The Ulatis Flood Control Project (Project) was constructed by the Soil Conservation Service (now known as the Natural Resources Conservation Service) and is maintained by SCWA pursuant to a contract with the Natural Resources Conservation Service. The Project consists of over 45 miles of flood control channels and is largely located within and provides flood protection to agricultural lands downstream of Vacaville. SCWA subcontracts with the Solano County Transportation Department for routine maintenance duties while most engineering and administrative functions are performed by SCWA staff.

## FUND DETAIL COMMENTS

### Revenues

Property Taxes -FY 2020-2021 property tax revenues are projected to increase 7% from the prior fiscal year, reflecting the prevailing trend of increasing property values in Solano County. The timing and extent of the COVID-19 pandemic's economic impact on future property tax revenues is unclear. However, as illustrated in the 2008-2009 economic recession, changes in property tax revenues typically lag the corresponding economic downturns (or upturns) by 18 to 24 months.

Investment Income –Interest earnings have been declining since the Fall of 2019, with the rate of decline accelerating at the onset of the COVID-19 pandemic. In view of the prevailing economic uncertainty, FY 2020-2020 interest earnings are projected to be just 50 percent of those achieved in FY 2019-2020.

### Expenditures

Operations and Maintenance – FY 2019-2020 maintenance costs much lower than anticipated due to dry year with no major flood events. FY 2020-2021 budget includes funding for Ulatis Facilities Risk Assessment Project.

Rehab & Betterment – Includes funding for replacement of box culverts.

Fixed Assets – Boom Mower and Wheeled Excavator purchased in FY 2019-2020, FY 2020-2021 budget includes funding for one truck..

DETAIL BY REVENUE CATEGORY AND EXPENDITURE CATEGORY	2016/17 ACTUAL	2017/18 Actual	2018/19 Actual	2019/20 YE PROJECTION	2020/2021 PROPOSED	PROJECTION TO PROPOSED	PERCENT CHANGED
<b>Revenues</b>							
Property Taxes	1,228,717	1,444,608	1,440,907	1,498,129	1,604,316	106,187	7%
Investment Income	25,302	59,450	158,674	117,652	58,700	(58,952)	-50%
Other Sources	4,836	29,557	27,979	7,395	7,000	(395)	-5%
<b>Total Ulatis Revenues</b>	<b>1,258,855</b>	<b>1,533,615</b>	<b>1,627,560</b>	<b>1,623,176</b>	<b>1,670,016</b>	<b>46,840</b>	<b>3%</b>
<b>Expenditures</b>							
Supplies and Services	13,972	13,645	13,237	14,000	15,000	1,000	7%
Operations and Maintenance	660,115	730,666	726,247	888,450	1,299,243	410,793	46%
Rehab & Betterment	-	-	-	-	270,000	270,000	
Fixed Assets	273,167	20,064	17,332	383,368	40,000	(343,368)	-90%
Contingency	-	-	-	50,000	50,000	-	0%
<b>Total Ulatis Expenditures</b>	<b>947,255</b>	<b>764,375</b>	<b>756,816</b>	<b>1,335,818</b>	<b>1,674,243</b>	<b>338,424</b>	<b>25%</b>
<b>Net Change</b>	<b>311,601</b>	<b>769,240</b>	<b>870,744</b>	<b>287,358</b>	<b>(4,227)</b>	<b>(291,584)</b>	<b>-101%</b>

## **FUND PURPOSE**

Operation and maintenance of Green Valley Flood Control Project.

## **FUNCTION AND RESPONSIBILITIES**

The Green Valley Flood Control Project (Project) was constructed by the United States Army Corps of Engineers (USACOE) and is maintained by SCWA pursuant to an agreement with the USACOE. The Project consists of approximately 3 miles of flood control channels and is largely located in and downstream of Cordelia. SCWA subcontracts with the Solano Transportation Department for routine maintenance duties, while most engineering and administrative functions are performed by SCWA staff.

## **FUND DETAIL COMMENTS**

### ***Revenues***

Property Taxes - FY 2020-2021 property tax revenues are projected to increase 10% from the prior fiscal year, reflecting the prevailing trend of increasing property values in Solano County. The timing and extent of the COVID-19 pandemic's economic impact on future property tax revenues is unclear. However, as illustrated in the 2008-2009 economic recession, changes in property tax revenues typically lag the corresponding economic downturns (or upturns) by 18 to 24 months

Investment Income – Interest earnings have been declining since the Fall of 2019, with the rate of decline accelerating at the onset of the COVID-19 pandemic. In view of the prevailing economic uncertainty, FY 2020-2020 interest earnings are projected to be just 50 percent of those achieved in FY 2019-2020.

### ***Expenditures***

Operations and Maintenance – Operations and maintenance expenses are projected to remain consistent with prior year.



DETAIL BY REVENUE CATEGORY AND EXPENDITURE CATEGORY	2016/17 ACTUAL	2017/18 Actual	2018/19 Actual	2019/20 YE PROJECTION	2020/2021 PROPOSED	PROJECTION TO PROPOSED	PERCENT CHANGED
<b>Revenues</b>							
Property Taxes	120,066	127,697	149,049	165,666	181,405	15,739	10%
Investment	-	1,608	5,647	3,538	1,767	(1,771)	-50%
<b>Total Green Valley Revenues</b>	<b>120,066</b>	<b>129,305</b>	<b>154,696</b>	<b>169,204</b>	<b>183,172</b>	<b>13,968</b>	<b>8%</b>
<b>Expenditures</b>							
Supplies and Services	1,131	1,082	1,018	1,100	1,200	100	9%
Operations and Maintenance	38,455	47,375	168,101	167,039	169,844	2,806	2%
Rehab & Betterment	-	-	-	-	-	-	
Fixed Assets	-	-	-	-	-	-	
Contingency	-	-	-	5,000	5,000	-	0%
<b>Total GV Expenditures</b>	<b>39,586</b>	<b>48,457</b>	<b>169,119</b>	<b>173,139</b>	<b>176,044</b>	<b>2,906</b>	<b>2%</b>
<b>Net Change</b>	<b>80,480</b>	<b>80,848</b>	<b>(14,422)</b>	<b>(3,935)</b>	<b>7,128</b>	<b>11,063</b>	<b>-281%</b>

# Solano County Water Agency

## Fund Balance Policy

### I. PURPOSE OF STATEMENT

The purpose of this fund balance policy is to identify the authority for committing and assigning fund balance in conformance with Governmental Accounting Standards Board Statement No. 54 and to establish the order in which unrestricted resources are to be used.

### II. SCOPE

This fund balance policy will be applicable to all funds under the control of the Agency.

### III. DEFINITION OF FUND BALANCE

Fund Balance is used to describe the difference between assets and liabilities reported within a fund. GASB 54 established the following five components of fund balance, each of which identifies the extent to which the Agency is bound to honor constraints on the specific purposes for which the amounts can be spent. These restrictions vary significantly depending upon the source.

- A. **Nonspendable:** Amounts that cannot be spent because they are either (a) not in spendable form (not expected to be converted to cash) or (b) legally or contractually required to be maintained intact.
- B. **Restricted:** Amounts subject to externally enforceable legal restrictions or constrained for a specific purpose by external parties, constitutional provision, or enabling legislation.
- C. **Committed:** Amounts that can only be used for specific purposes pursuant to constraints imposed by the formal action of the Agency. Committed amounts cannot be used for any other purpose unless the Agency removes or changes the specified use by taking the same type of action (action item, legislation, resolution, ordinance) it employed to previously commit those amounts.
- D. **Assigned:** Amounts that are constrained by the Agency's intent to be used for specific purposes, but are neither restricted nor committed. Intent can be expressed by the Board of Directors itself or the General Manager of the Agency.
- E. **Unassigned:** Residual amounts in the general fund, not classified as nonspendable, restricted, committed, or assigned. For other governmental fund types, unassigned is only used when a deficit or negative fund balance occurs.

#### IV. COMMITTING FUND BALANCE

Only the Agency's Board of Directors has the authority to create or change a fund balance commitment. Committing fund balance is accomplished by approval of an action item by the Board of Directors.

#### V. ASSIGNING FUND BALANCE

The Board of Directors delegates authority to the General Manager to assign amounts to be used for specific purposes. Assignments are less formal than commitments and can be changed by the General Manager. An example of an assignment would be the encumbrance of funds for purchase orders approved but not fulfilled by the end of a fiscal year.

#### VI. FUND BALANCE CLASSIFICATION

Restricted fund balances will be spent first when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. Similarly, when an expenditure is incurred for purposes for which amounts in any of the unrestricted classifications of fund balance could be used, the Agency will first reduce committed amounts, followed by assigned amounts, and finally unassigned amounts.

#### VII. AGENCY FUNDS

For internal purposes, the funds do not represent separate governmental funds but rather the Agency maintains the funds as one governmental fund with each separate fund having a reserve balance. This policy provides guidance for the allocation of each fund's reserve balance.

The Solano Project fund is a "General Fund" for the Agency meaning that its revenues can be used to fund anything under the legal scope of the Agency. Revenues for the State Water Project, and Ulatis and Green Valley Flood Control Projects can only be used for those specific projects, so the reserve funds must be segregated.

The Agency is financially responsible for two major water supply projects, the Solano Project and the North Bay Aqueduct of the State Water Project. Additionally the Agency has maintenance responsibility for two flood control projects, the Ulatis and Green Valley flood control projects. The Solano Project was built in the 1950's and has significant future financial needs for rehabilitation projects and improvements. The Agency is also contemplating the North Bay Aqueduct Alternate Intake Project with a capital cost of over \$500 million. Clearly the Agency has future financial obligations that will need to be funded through a possible combination of use of reserves and financing.

The Agency seeks maximum flexibility to fund these future projects and the Reserve Fund Policy provides the Agency with financial options.

The components of the Agency reserve funds are found in a Schedule included in each Fiscal Year's adopted budget. There are separate reserves for all four Agency funds: Solano Project and Administration, State Water Project, Ulati Flood Control Project and Green Valley Flood Control Project. The small Green Valley Project has not accumulated any reserves. There is also a line for "Other Flood Control Projects" and "Emergency Reserve".

For each of the three major funds there is a further breakdown of the reserves. Each has an "Operating Reserve" and a "Capital Reserve" explained below.

### **Operating Reserves**

The purpose of operating reserves is to provide the Agency with working cash flow due to fluctuations in revenue streams. The Agency needs to fund ongoing operating expenses prior to the receipt of the majority of its revenues from the County of Solano property tax collections which are available in December and April. The Operating Reserve balance is determined by calculating six months of projected operating expenses for each fund.

### **Capital Reserves**

Solano Project - Future capital projects include rehabilitation and improvements to Solano Project major facilities: Monticello Dam, Putah Diversion Dam, and the Putah South Canal. The Solano Project was completed in 1957 at an original cost of \$40 million. An example of a future capital cost is replacement of the Putah South Canal concrete canal liners that have a useful life varying from 50 to 75 years. Because replacement costs are high for the Solano Project a considerable reserve should be maintained for this purpose. The Solano Project also has a specific Rehabilitation & Betterment Reserve used to fund planned capital projects that are identified in the Five-Year Rehabilitation and Betterment Plan which is updated each year. The amount of this reserve varies each year as projects are completed and new projects are added.

State Water Project – Future capital projects include the NBA Alternate Intake Project. Although the timeline and final costs for this project have yet to be determined, the estimated costs of the capital projects will be at a minimum of \$550 million. Any replacement of the NBA will be financed by the State, but the Agency could accumulate funds to buy-down the financed debt. The Agency may also be required to pre-fund costs prior to construction. The amount to be allocated to the State Water Project Capital Reserve is the balance remaining after the allocation to the State Water Project Operating Reserves.

Ulati Flood Control Project– Future potential capital projects are listed in the schedule. The amount to be allocated to the Ulati Project Capital Reserve is the balance remaining after the allocation to the Ulati Operating Reserves.

### **Other Flood Control Projects**

This is a reserve for flood control projects that are not part of the Ulati and Green Valley Flood Control Projects. The Agency has a funding policy that specifies the types of projects eligible for funding and cost sharing requirements. There are currently no specific projects identified for this fund. The funding amount for Other Flood Control Projects reserve is at the discretion of SCWA Board of Directors.

### **Emergency Reserve**

This reserve provides funding for needs in the event of an emergency or unforeseen event, such as major flooding or an earthquake. The funding amount for the Emergency Reserve is at the discretion of SCWA Board of Directors.

This policy is in place to comply with GASB Statement No. 54.

**SOLANO COUNTY WATER AGENCY  
RECOMMENDED RESERVES  
FY 2020/21**

DETAIL BY FUND RESERVE CATEGORY	RESERVE FUND FY 19/20 APPROVED	RECOMMENDED RESERVE FUND FY 20/21	PROJECTED LONG-TERM CAPITAL PROJECTS <sup>5</sup>
<b>Solano Project/Admin</b>			
Solano Project/Admin Operating Reserve	\$ 9,854,391	\$ 10,550,879	
Solano Project/Admin Short-Term Capital Improvements (within 5 years) <sup>1</sup>	5,895,000	5,100,000	
Solano Project Capital Improvements			
Putah South Canal Power line			750,000
Reservoir Lane Rehabilitation			500,000
Putah Diversion Office Solar Installation			100,000
Terminal Dam Seismic Retrofit (SCWA 15% share)			6,000,000
Putah South Canal Sediment Management - est			10,000,000
<b>Solano Project/ Admin Subtotal</b>	<b>15,749,391</b>	<b>15,650,879</b>	<b>17,350,000</b>
<b>State Water Project</b>			
State Water Project Operating Reserves	8,271,784	8,038,753	
State Water Project Short-Term Capital Improvements (within 5 years)	5,491,317	5,500,000	
NBA Capital Improvements			
NBA Alternate Intake Project Implementation <sup>2</sup>			15,000,000
NBA Capacity Remediation <sup>3</sup>			TBD
<b>State Water Project Subtotal</b>	<b>13,763,101</b>	<b>13,538,753</b>	<b>15,000,000</b>
<b>Ulatris Project</b>			
Ulatris Flood Control Project Operating Reserve	659,233	837,122	
Ulatris Flood Control Project Short Term Capital Improvements (within 5 years)	5,650,285	5,700,000	
Ulatris Flood Control Project Capital Improvements			
Giant Garner Snake Preserve (cost shared) <sup>4</sup>			1,400,000
30 Grade Control Structures <sup>4</sup>			750,000
All Weather Access Improvements			500,000
Spoil Easement Purchases			100,000
Heavy Equipment Acquisitions			200,000
<b>Ulatris Project Subtotal</b>	<b>6,309,518</b>	<b>6,537,122</b>	<b>2,950,000</b>
<b>Green Valley Project</b>			
Green Valley Flood Control Project Operating Reserve	120,498	88,022	
Green Valley Flood Control Project Capital Improvements (within 5 years)	161,629	170,000	
Green Valley Flood Control Project Capital Improvements			TBD
<b>Green Valley Project Subtotal</b>	<b>282,127</b>	<b>258,022</b>	
<b>Other Flood Control Projects</b>	<b>200,000</b>		
<b>Emergency Reserve</b>	<b>2,000,000</b>	<b>2,000,000</b>	
<b>Totals</b>	<b>\$ 38,304,137</b>	<b>\$ 37,984,776</b>	<b>35,300,000</b>

Notes

1. Include R & B projects planned for the next 5 years
2. Tot. est. capital cost = \$600M; financed by State, Agency reserves to pre-fund costs prior to construction or buy-down debt; seek grant funds.
3. Current analysis underway to determine scope and cost to manage biofilm.
4. Pending completion of Solano HCP.
5. Capital Improvement Plan to be updated in 2021

## Solano County Water Agency Projected Reserves Summary

	Fund				Total
	ASW	State Water Project	Ulatris FC	Green Valley FC	
Projected Fund Balance on June 30, 2021 (Available Reserves)	\$ 18,212,143.00	\$ 26,143,835.00	\$ 7,497,723.00	\$ 220,391.00	\$ 52,074,092.00
Less Operating Reserves	\$ 10,550,879.00	\$ 8,038,753.00	\$ 837,122.00	\$ 88,022.00	\$ 19,514,776.00
	\$ 7,661,264.00	\$ 18,105,082.00	\$ 6,660,601.00	\$ 132,369.00	\$ 32,559,316.00
Less Emergency Reserves	\$ 2,000,000.00	-	-	-	\$ 2,000,000.00
	\$ 5,661,264.00	\$ 18,105,082.00	\$ 6,660,601.00	\$ 132,369.00	\$ 30,559,316.00
Less Other Flood Control Projects	\$ 200,000.00	-	-	-	\$ 200,000.00
	\$ 5,461,264.00	\$ 18,105,082.00	\$ 6,660,601.00	\$ 132,369.00	\$ 30,359,316.00
Less Future Short-Term Capital Improvements (within 5 years)	\$ 5,100,000.00	\$ 5,500,000.00	\$ 5,700,000.00	\$ 170,000.00	\$ 16,470,000.00
	\$ 361,264.00	\$ 12,605,082.00	\$ 960,601.00	\$ (37,631.00)	\$ 13,889,316.00

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE: June 11, 2020  
SUBJECT: State Water Project Tax Rate for Fiscal Year 2020-2021

RECOMMENDATIONS:

Establish a tax rate of \$0.02 per \$100 of assessed valuation for the State Water Project property tax for fiscal year 2020-2021.

FINANCIAL IMPACT:


Projected revenues of \$15,846,290 in FY 2020-2021 Proposed Budget.

BACKGROUND:

By way of Resolution 85-183 (copy attached), the governing board of the Solano County Water Agency’s predecessor agency, the Solano County Flood Control and Water Conservation District, established a zone of benefit and a property tax rate (NBA Zone of Benefit Tax) not to exceed \$0.02 per \$100 assessed valuation to partially finance the county’s share of the North Bay Aqueduct construction and ongoing maintenance and operation costs. Since fiscal year 1986-87 the Water Agency has assessed a tax rate of \$0.02 per \$100 assessed valuation within the zone of benefit.

Pursuant to Revenue and Taxation Code Section 93, each fiscal year the Water Agency is required to establish the annual tax rate to be levied for the purposes of sustaining the North Bay Aqueduct and associated water supply. The Board has the discretion to lower the tax rate but cannot increase the tax rate beyond the \$0.02 per \$100 assessed valuation threshold.

The NBA Zone of Benefit Tax predates Proposition 218 and is therefore not subject to Proposition 218.

Recommended:   
Roland Sanford, General Manager

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

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on June 11, 2020 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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



Significant North Bay Aqueduct capital expenditures are anticipated in the coming years, as the proposed North Bay Aqueduct Alternate Intake Project moves forward. Within the next ten years it is anticipated that the Water Agency will spend \$ 15,000,000 on the preliminary design and environmental permitting for the North Bay Aqueduct Alternate Intake Project. Project construction, which is at least 10 years away, is estimated to cost on the order of \$ 600,000,000. Project construction, operations and maintenance will ultimately be paid by the project beneficiaries. However, the preliminary project design and environmental permitting will be largely borne by the Water Agency. At the close of FY 2020-2021 the Water Agency's State Water Project Fund is projected to hold roughly \$12,605,000 in reserves for preliminary design and environmental permitting of the North Bay Aqueduct Alternate Intake Project – it is projected that \$15,000,000 is needed for the project.

RESOLUTION 85-183

RESOLUTION ESTABLISHING A ZONE OF BENEFIT WITHIN  
THE SOLANO COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT AND ESTABLISHING A  
PROPERTY TAX RATE FOR THE ZONE OF NOT TO  
EXCEED \$.02 PER \$100 ASSESSED VALUATION

WHEREAS, the North Bay Aqueduct is a part of the California State Water Project approved by the voters of California in 1960 and is now under construction and will provide for the delivery of a significant quantity of water for utilization by the citizens of Solano County; and

WHEREAS, the Solano County Flood Control and Water Conservation District (hereinafter "District") has contracted with the State of California acting by and through its Department of Water Resources on behalf of certain member unit cities within Solano County for the provision of water from the North Bay Aqueduct, which cities include Benicia, Fairfield, Suisun City, Vacaville, and Vallejo (hereinafter "member units"); and

WHEREAS, a method of financing the North Bay Aqueduct, other than that available through District's present share of property taxes and other usual revenues, is necessary to meet present contracts; and

WHEREAS, the North Bay Aqueduct Financing Committee has made recommendations to this Board relative to the means of financing water which will be received from the North Bay Aqueduct; and

WHEREAS, the approach recommended by the North Bay Aqueduct Financing Committee provided solutions to the "make whole claims" of the Napa County Flood Control and Water

Conservation District relative to certain member units of the District, and provided an acceptable method of financing water which could be delivered within the District by the North Bay Aqueduct, but would have imposed a tax on areas of the District neither served by water from the North Bay Aqueduct or the existing Solano Water Project which now serves portions of Solano County; and

WHEREAS, this District has the authority to establish a budget and tax rate in excess of the one percent (1%) property tax limitation in order to finance receipt of water from the North Bay Aqueduct which is a part of the State Water Project approved by the voters of California in 1960; and

WHEREAS, this District further has the authority to establish a tax rate either Districtwide, or within a zone of benefit, under the provisions of the Solano County Flood Control and Water Conservation Act (Chapter 1656 of the Statutes of 1951, as amended); and

WHEREAS, this District has authority to create a zone or zones of benefit because of varying benefits to the property within the District for the purpose of paying certain costs, expenses, and indebtedness of the District and its member units; and

WHEREAS, the North Bay Aqueduct water entitlements, as well as an existing partial subsidy of water from the existing Solano Water Project from District's normal county-wide property tax revenues, establish varying benefits to property within the District; and

WHEREAS, a map, consisting of three sheets, has been prepared showing the boundaries of the territory to be included in the zone of benefit and a copy of said map has been marked as Exhibit "A" and attached hereto; and

WHEREAS, said Exhibit "A" includes three sheets, one sheet showing all of the area of said proposed zone of benefit except the Rio Vista Area and the Dixon Area (outside the Solano Irrigation District), a second sheet showing the Rio Vista Area, and a third sheet showing the Dixon Area (outside the Solano Irrigation District); and

WHEREAS, the Cities of Benicia, Fairfield, Suisun City, and Vacaville will benefit from the North Bay Aqueduct since said cities have contracted to receive North Bay Aqueduct water; and

WHEREAS, the Cities of Rio Vista and Dixon are now being offered benefits from the North Bay Aqueduct through contracts granting them the option to receive North Bay Aqueduct water provided said contracts are executed on or before December 15, 1985 and that they exercise the option in said contracts on or before January 1, 2020; and

WHEREAS, if an option contract for the possible future delivery of North Bay Aqueduct water to the City of Rio Vista is not executed on or before December 15, 1985, in the judgment of this Board it is not appropriate to levy a tax within the portion of the proposed zone of benefit within the Rio Vista Area as shown on sheet two of Exhibit "A"; and

WHEREAS, if an option contract for the possible future delivery of North Bay Aqueduct water to the City of

Dixon is not executed on or before December 15, 1985, in the judgment of this Board it is not appropriate to levy a tax within the portion of the proposed zone of benefit within the Dixon Area (outside the Solano Irrigation District) as shown on sheet three of Exhibit "A"; and

WHEREAS, the City of Vallejo will receive benefit from the North Bay Aqueduct from both a water entitlement and from utilization of the North Bay Aqueduct for transmission of water from other entitlements that will, in turn, allow Vallejo the benefit of not having to bear the expense of replacing their own transmission lines; and

WHEREAS, the maximum rate to be charged to member units for North Bay Aqueduct water is to be \$20.50 per acre foot, or that amount charged for municipal and industrial water from the existing Solano Water Project, whichever is higher; and

WHEREAS, the Solano Irrigation District and Main Prairie Water District benefit from the North Bay Aqueduct since the North Bay Aqueduct will ease pressures to convert Solano Project Water now utilized by those Districts from agricultural uses; and

WHEREAS, since Solano Project Water has been paid in part by a countywide tax of the District, it is appropriate that such areas also participate in the tax to pay for the North Bay Aqueduct; and

WHEREAS, the spheres of influence of each of the above-mentioned cities and districts could receive benefit from the North Bay Aqueduct because such areas include the probable ultimate physical boundaries and water service areas of such cities and districts; and

WHEREAS, some areas of this District are underlaid by a groundwater basin recharged by the Solano Water Project and other areas, such as the Suisun Marsh, are benefited by the passage of water through said areas and thereby benefit from the Solano Water Project and the North Bay Aqueduct; and

WHEREAS, on February 5, 1985 the Solano County Board of Supervisors, acting ex officio as the Board of Directors of District, adopted Resolution 85-24, entitled "Resolution of Intention of the Solano County Board of Supervisors to Establish a Zone of Benefit Tax for Financing the North Bay Aqueduct", expressing its intent therein to create a zone of benefit and to establish a tax rate therefor; and

WHEREAS, on September 17, 1985 the Solano County Board of Supervisors, acting ex officio as the Board of Directors of District, adopted Resolution 85-164 entitled "Resolution Setting the Date, Time and Place for a Public Hearing on the Establishment of a Zone of Benefit Within the Solano County Flood Control and Water Conservation District and Establishing A Property Tax Rate for the Zone of Not to Exceed \$.02 per \$100 Assessed Valuation"; and

WHEREAS, notice of said hearing was duly published as required by law;

NOW, THEREFORE, BE IT RESOLVED, and it is hereby resolved by the Solano County Board of Supervisors, acting ex officio as the Board of Directors of the Solano County Flood Control and Water Conservation District, as follows:

1. The portion of the territory within the Solano County Flood Control and Water Conservation District described in Exhibit "A" is hereby established as Zone of Benefit No. 1 of the Solano County Flood Control and Water Conservation District.

2. There shall be levied annually a property tax within Zone of Benefit No. 1 in an amount necessary, but not to exceed two cents (\$.02) per one hundred dollars of assessed valuation for the purpose of paying the annual cost of the North Bay Aqueduct and the obligation for repayment of "up front" costs and advancements of the District under present contracts, in order to permit the cost per acre foot of water from the North Bay Aqueduct to be \$20.50 or the amount charged for municipal and industrial water from the Solano Water Project, whichever is higher. Said tax shall not be levied in the Rio Vista Area as shown on the second sheet of Exhibit "A" unless an option contract for the possible future delivery of North Bay Aqueduct water to the City of Rio Vista is executed on or before December 15, 1985. Said tax shall not be levied upon the Dixon Area (outside the Solano Irrigation District) as shown on the third sheet of Exhibit "A" unless an option contract for the possible future delivery of North Bay Aqueduct water to the City of Dixon is executed on or before December 15, 1985.

I, LINDA L. TERRA, Clerk of the Board of Supervisors, County of Solano, State of California, do hereby certify that the foregoing resolution was regularly introduced, passed and adopted by said Board at a regular meeting held on October 21st, 1985, upon motion of Supervisor

Sturn, seconded by Supervisor Davis,  
by the following vote:

AYES: Brann, Davis, Hewitt and Sturn

NOES: Chairman Pippo

ABSTENTIONS: None

ABSENT: None

WITNESS my hand and seal of said Board this 21st  
day of October, 1985.

Linda Terra  
Clerk, Board of Supervisors



ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE: June 11, 2020  
SUBJECT: Cost of Living Adjustment for Water Agency Employees

RECOMMENDATIONS:

Award a 1.0% cost of living adjustment to Water Agency employees effective June 26, 2020.

FINANCIAL IMPACT:

Total cost of approximately \$40,775 in FY 2020/2021. Funding for a 1.0% cost of living adjustment to employee salaries has been included in the Proposed FY 2020/2021 budget.

BACKGROUND:

Cost of living adjustments are discretionary on the part of the Board and are typically based on Consumer Price Indices (CPI) published by the U.S. Bureau of Labor Statistics. Relevant Consumer Price Indices include the San Francisco-Oakland-San Jose Index, the West Index, which encompasses 13 western states, and the Los Angeles-Anaheim-Riverside Index.

The CPI is a measure of the average change in prices over time in a fixed market basket of goods and services. The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. All taxes directly associated with the purchase and use of items are included in the index.

Recommended:   
Roland Sanford, General Manager

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

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on June 11, 2020 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

The most recent cost of living adjustment (3.0% percent) was granted in July 2019 and was based on the April 2019 San Francisco-Oakland-San Jose, The West, and the Los Angeles-Anaheim-Riverside Consumer Price Indices. The corresponding April 2020 CPI’s for the San Fran San Francisco-Oakland-San Jose, The West, and the Los Angeles-Anaheim-Riverside regions are as follows:

<u>Area</u>	<u>April CPI</u>	<u>April CPI</u>	<u>% Increase</u> <u>from</u> <u>April 2019</u> <u>to</u> <u>April 2020</u>
	<u>2019</u>	<u>2020</u>	
Los Angeles-Anaheim-Riverside (LA)	273.945	275.853	0.7%
The West (West)*	269.522	272.913	1.3%
San Francisco-Oakland-Hayward (SF)	294.801	298.074	1.1%

\*The West Region is comprised of the following thirteen states: Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

(see: <https://www.bls.gov/regions/west/cpi-summary/> for additional information)

A summary of the respective April CPI’s for the San Francisco-Oakland-San Jose, The West, and the Los Angeles-Anaheim-Riverside regions, and the corresponding SCWA COLA’s awarded since 2013, is as follows:

<u>Year</u>	<u>LA CPI</u>	<u>West CPI</u>	<u>SF CPI</u>	<u>SCWA COLA</u> <u>Received</u>
2013	0.90%	1.30%	2.40%	2.00%
2014	1.40%	1.80%	2.80%	2.00%
2015	0.50%	1.00%	2.40%	2.00%
2016	2.00%	1.80%	2.70%	2.00%
2017	2.70%	2.90%	3.80%	2.50%
2018	4.00%	3.20%	3.20%	3.20%
2019	3.30%	2.90%	4.00%	3.00%

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:

Approval of a 1.0% COLA is consistent with Goal # 10 (Funding and Staffing), Objective C (Provide necessary and sufficient staffing and resources to maintain program activities and to achieve the goals and objectives of strategic plan priorities), Strategy 4 (Provided appropriate resources and incentives to staff to promote retention and longevity of SCWA investments in staff).

# CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE APRIL 2020

(All items indexes. 1982-84=100 unless otherwise noted. Not seasonally adjusted.)

MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		1 Month ending				Year ending		1 Month ending
	Apr 2019	Mar 2020	Apr 2020	Mar 2020	Apr 2020	Apr 2020	Apr 2019	Mar 2020	Apr 2020	Mar 2020	Apr 2020	Apr 2020
U. S. City Average.....	255.548	258.115	256.389	1.5	0.3	-0.7	249.332	251.375	249.515	1.5	0.1	-0.7
West.....	269.522	273.995	272.913	2.5	1.3	-0.4	261.149	265.211	264.167	2.5	1.2	-0.4
West – Size Class A <sup>1</sup> .....	278.268	282.880	281.278	2.4	1.1	-0.6	268.383	272.547	271.062	2.5	1.0	-0.5
West – Size Class B/C <sup>2</sup> .....	156.523	159.129	158.824	2.5	1.5	-0.2	156.127	158.553	158.168	2.5	1.3	-0.2
Mountain <sup>3</sup> .....	104.090	106.621	106.275	3.2	2.1	-0.3	104.502	106.715	106.345	3.1	1.8	-0.3
Pacific <sup>3</sup> .....	104.967	106.411	105.963	2.2	0.9	-0.4	104.997	106.376	105.941	2.3	0.9	-0.4
Los Angeles-Long Beach-Anaheim, CA.....	273.945	276.589	275.853	1.9	0.7	-0.3	264.469	266.964	265.930	2.2	0.6	-0.4
BI-MONTHLY DATA (Published for odd months)	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		2 Months ending				Year ending		2 Months ending
	Mar 2019	Jan 2020	Mar 2020	Jan 2020	Mar 2020	Mar 2020	Mar 2019	Jan 2020	Mar 2020	Jan 2020	Mar 2020	Mar 2020
Riverside-San Bernardino-Ontario, CA <sup>3</sup> .....	104.749	107.143	107.162	3.0	2.3	0.0	104.769	107.580	107.425	3.4	2.5	-0.1
San Diego-Carlsbad, CA.....	297.226	302.564	302.589	2.3	1.8	0.0	279.093	284.272	285.543	2.3	2.3	0.4
Urban Hawaii.....	280.263	283.683	285.321	1.7	1.8	0.6	276.462	280.946	282.885	2.2	2.3	0.7
BI-MONTHLY DATA (Published for even months)	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		2 Months ending				Year ending		2 Months ending
	Apr 2019	Feb 2020	Apr 2020	Feb 2020	Apr 2020	Apr 2020	Apr 2019	Feb 2020	Apr 2020	Feb 2020	Apr 2020	Apr 2020
Phoenix-Mesa-Scottsdale, AZ <sup>4</sup> .....	141.642	145.746	143.734	4.4	1.5	-1.4	140.153	144.346	142.659	4.8	1.8	-1.2
San Francisco-Oakland-Hayward, CA.....	294.801	299.690	298.074	2.9	1.1	-0.5	288.266	292.010	290.304	2.5	0.7	-0.6
Seattle-Tacoma-Bellevue, WA.....	276.765	282.115	280.484	2.5	1.3	-0.6	272.393	278.081	276.427	2.6	1.5	-0.6
Urban Alaska.....	228.553	226.510	222.909	-0.3	-2.5	-1.6	225.713	224.731	221.826	0.3	-1.7	-1.3

<sup>1</sup> Population over 2,500,000    <sup>2</sup> Population 2,500,000 and under, Dec 1996 = 100    <sup>3</sup> Dec 2017=100    <sup>4</sup> Dec 2001=100

**NOTE:** In January 2018, BLS introduced a new geographic area sample for the Consumer Price Index (CPI): [www.bls.gov/regions/west/factsheet/2018cpirevisionwest.pdf](http://www.bls.gov/regions/west/factsheet/2018cpirevisionwest.pdf)

1967=100 base year indexes and tables with semiannual and annual average data are available at: [www.bls.gov/regions/west/factsheet/consumer-price-index-data-tables.htm](http://www.bls.gov/regions/west/factsheet/consumer-price-index-data-tables.htm)

Release date May 12, 2020. The next release date is scheduled for June 10, 2020. For questions, please contact us at [BLSinfoSF@bls.gov](mailto:BLSinfoSF@bls.gov) or (415) 625-2270.


ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE: June 11, 2020  
SUBJECT: Consultant Services Contracts and Renewals

RECOMMENDATIONS:

Authorize General Manager to execute agreements and amendments for the following consultant services for work through fiscal year 2020-2021:

- 1. A2Z Landscaping, Landscape Assistance Program, new contract – contract limit of \$200,000;
- 2. AG Innovations, Solano Subbasin Groundwater Sustainability Plan Administration, new contract – contract limit of \$198,120;
- 3. Blankinship & Associates, Aquatic Pesticide Compliance, new contract – contract limit of \$87,300;
- 4. Brereton Architects, SCWA Office Expansion, new contract – contract limit of \$50,000;
- 5. Eagle Aerial, Irrigated Landscape, new contract – contract limit of \$90,000
- 6. Eyasco, Data, Website and SCADA Support, new contract – contract limit of \$435,275;
- 7. GHD, CII Water Conservation Program and Water Efficiency Evaluation, new contract – contract limit of \$65,000;
- 8. Hiuga Diving Co., Lindsey and Barker Slough, new contract – contract limit of \$60,000;
- 9. Jacobs Engineering Group, Solano HCP Planning, new contract – contract limit of \$80,000
- 10. LSA Associates, Inc., Solano Habitat Conservation Plan, new contract – contract limit of \$376,000;
- 11. Luhdorff & Scalmanini, Ongoing Groundwater Investigations, new contract – contract limit of \$259,184;
- 12. Mark E. Grismer, Hydrologic Technical Services, new contract – contract limit of \$60,000;
- 13. Putah Creek Council, Public Education, new contract – contract limit of \$225,163;
- 14. Putah Creek Council, LPCCC Native Plant Nursery, new contract – contract limit of \$50,000;
- 15. Regional Governmental Services, Human Resources and Financial Consulting, new two year contract – contract limit of \$150,000;

Recommended:   
Roland Sanford, General Manager

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

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on June 11, 2020 by the following vote:

Ayes:  
Noes:  
Abstain:  
Absent:

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

16. Richard Heath & Associates, Low Income Water Efficiency Upgrade Program, new contract – contract limit of \$65,000;
17. Shandam Consultants, IT Support, new contract – contract limit of \$150,850;
18. Solano Land Trust, Mitigation Land Development, amendment to extend contract period to 6/30/2021 and to increase contract amount by \$28,500 from \$105,000 to \$133,500;
19. Southwest Environmental, High Efficiency Toilet Replacement for Low Income Residents, new contract – contract limit of \$65,000;
20. Sustainable Solano, Solano Sustainable Initiative, contract amendment – increase contract limit by \$150,000, from \$300,000 to \$450,000;
21. Terra Realty Advisors, Realty Services, new contract – contract limit of \$100,000;
22. Terraphase Engineering Inc., Cache Slough Water Quality Monitoring, new contract – contract limit of \$58,000;
23. Victor P. Claassen, PSC & Ulati FCP Soil & Bank Stabilization, new contract – contract limit \$130,000;
24. Waterfluence, Regional Large Landscape Technical Assistance Program, new contract – contract limit of \$70,000;
25. Wildlife Survey and Photo Service, Monitor New Zealand Mud Snails, new contract – contract limit of \$219,152;
26. Wilson Public Affairs, Public Affairs, amendment to extend contract period to 6/30/2021 and to increase contract amount by \$50,000 from \$91,000 to \$141,000;
27. Yolo Resource Conservation District, Westside IRWM Coordination, new contract – contract limit of \$75,000;

FINANCIAL IMPACT:

Funding for these consultants is included in the Fiscal Year 2021-2022 Budget.

BACKGROUND:

Staff is requesting authorization to execute the aforementioned 27 agreements totaling \$3,547,544.00 (by comparison, the Board authorized staff to sign 27 contracts totaling \$4,215,285.00 last year). A brief synopsis of each contract is presented below. Copies of the above agreements are available on the SCWA web page ([www.scwa2.com](http://www.scwa2.com)) or from SCWA staff.

1. A2Z Landscaping will implement the Landscape Assistance Program which provides direct install of low water use landscape to low income senior or residents with disabilities.
2. Ag Innovations will provide facilitation, education, and outreach services for stakeholder meetings during development of the Solano Subbasin Groundwater Sustainability Plan-line item in budget under Administration-Groundwater Management.
3. Blankinship & Associates will continue to apply aquatic herbicide within the different agencies jurisdictions under compliance with the statewide general national pollutant discharge elimination system (NPDES) permit.
4. Brereton Architects will continue to provide architectural assistance with the office expansion.
5. Eagle Aerial will continue Irrigated Landscape Measurement Analysis For SB 606/AB 1668.
6. Eyasco will continue to provide Data, Website and SCADA support.
7. GHD will provide administration for the Solano CII Water Conservation Program and Water Efficiency Evaluation.
8. Hiuga Diving Co will continue to provide diving support for facility inspections within NBA and Solano Projects.
9. Jacobs Engineering Group, Inc. will finalize the preparation of the Solano Habitat Conservation Plan EIR/EIS-line item in budget under Solano Project-HCP Planning.
10. LSA Associates, Inc will finalize the Solano Habitat Conservation Plan. Tasks include completing the Public Draft HCP and developing programmatic wetland permits-line item in budget under Solano Project-HCP Planning.
11. Luhdorff & Scalmanini will provide groundwater conditions reporting and groundwater management assistance, including shallow monitoring wells near Putah Creek-line item in budget under Administration-Groundwater Management.

12. Mark E. Grismer will continue to further study investigations in the lower Putah Creek region and other Hydrologic technical services.
13. Putah Creek Council will provide public education, outreach, and advocacy in Solano County and along Putah Creek, with multiple projects/programs: Waterways Education (4<sup>th</sup> and 5<sup>th</sup> grade students); One Creek Summer Interns Science Investigations; and Creek Cleanup (Education and Public Advocacy)-line item budget under Solano Project-Lower Putah Creek Support.
14. Putah Creek Council will manage a native plant nursery in support of restoration projects on Putah Creek.
15. Regional Government Services will continue to provide human resource and financial consulting services to Agency staff.
16. Richard Heath & Associates will continue to provide water efficiency upgrades to low income households.
17. Shandam will continue to provide professional IT support for the Agency computer network, including installation of completely new SCWA network-line item budget under Administration-Computer Services.
18. Solano Land Trust Mitigation project with PG&E, and SCWA for Habitat Conservation Plan mitigation needs.
19. Southwest Environmental will continue with the installation of water efficient products within Solano County.
20. Sustainable Solano will continue current programs promoting use of rain and greywater.
21. Terra Realty Advisors will provide realty support for the office expansion and Lake Berryessa inspection & decontamination station.
22. Terraphase Engineering Inc. will continue to monitor water quality in the cache slough from existing storm water discharges and target surface water sources.
23. Victor P. Claassen will provide support for bank and soil stability improvements along the Putah South Canal and Ulatis Flood Control Project.
24. Waterfluence will continue to administer the Solano County Large Landscape Water Budget Program.
25. Wildlife Survey and Photo Service will continue to monitor New Zealand Mud Snails, and perform early detection of Quagga and Zebra mussels in the Solano Project. In addition, photo and video media will be developed for Peterson Ranch and large SCWA projects.
26. Wilson Public Affairs will provide public and media outreach services.
27. Yolo Resource Conservation District will assist the Westside IRWM Coordination Committee with administrative functions of the Westside IRWMP implementation.

# WATER POLICY UPDATES



## North Bay Watershed Association

Board Meeting Notice

### June 5th, 2020

Zoom call

### Next Meeting

July 10th, 2020

## Board Meeting Agenda

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### 1. Call to Order 9:30 am

*Jack Gibson, Chair*

*Zoom reminders – Judy/SFEI*

### 2. Public Comment

### 3. Approval of Agenda 1 min.

*Proposed Action: Approve*

### 4. Approval of May Summary 1 min.

*Proposed Action: Approve*

### 5. Treasure's Report 1 min.

*Proposed Action: Accept*

### Water Flows for Fish and People 9:45 am

**6. Bryan McFadin, Sen. Water Resources**

*Engineer, NCRWQCB*

*Gregory Andrew, Fisheries Program Mgr.*

*MMWD*

Bryan will provide an overview of State planning efforts underway to enhance and protect instream flows. Greg will talk about the flow rules in place for MMWD watersheds and the results so far of MMWD's actions.

### 7. Potter Valley Project Status 10:45 am

*Pam Jeane, Assistant Manager, Sonoma Water*

Pam will review the flow requirements on the Russian River and update the Board on the Potter Valley Project with its goal to enhance project benefits for fish, farms and communities.

### 8. Adjourn 11:30 am