

# SOLANO COUNTY WATER AGENCY



## BOARD OF DIRECTORS MEETING

### BOARD OF DIRECTORS:

#### **Chair:**

*Supervisor Jim Spering*  
Solano County District 3

#### **Vice Chair:**

*Mayor Ron Rowlett*  
City of Vacaville

*Mayor Steve Young*  
City of Benicia

*Mayor Steve Bird*  
City of Dixon

*Mayor Harry Price*  
City of Fairfield

*Director Ryan Mahoney*  
Maine Prairie Water District

*Director Dale Crossley*  
Reclamation District No. 2068

*Mayor Ron Kott*  
City of Rio Vista

*Supervisor Erin Hannigan*  
Solano County District 1

*Supervisor Monica Brown*  
Solano County District 2

*Supervisor John Vasquez*  
Solano County District 4

*Supervisor Mitch Mashburn*  
Solano County District 5

*Director J.D. Kluge*  
Solano Irrigation District

*Mayor Lori Wilson*  
City of Suisun City

*Mayor Robert McConnell*  
City of Vallejo

### GENERAL MANAGER:

*Roland Sanford*  
Solano County Water Agency

**DATE:** Thursday, February 10, 2022

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

**PLACE:** Virtual Meeting – Zoom Meeting

### Join Zoom Meeting:

<https://us02web.zoom.us/j/83191863504?pwd=UWhPZEVVbHU1bzRTWEliQkhFRGljQT09>

Meeting ID: 831 9186 3504/Passcode: 932913

One tap mobile: +16699009128,,83191863504#,,,932913#

Dial by your location: +1 669 900 9128 US

### 1. REMOTE MEETING

In Compliance with Government Code Section 54953(e) added by Assembly Bill 361, and consistent with the findings made by the Solano County Water Agency Board of Directors in accordance therewith, members of the Solano County Water Agency Board of Directors and members of the public will participate in this meeting by teleconference. Per AB 361, the Board is to reconsider the circumstances of the state of emergency and determine that: (i) the state of emergency continues to directly impact the ability of the members to meet safely in person; and/or (ii) State or local officials continue to impose or recommend measures to promote social distancing.

### 2. CALL TO ORDER

### 3. PLEDGE OF ALLEGIANCE

### 4. APPROVAL OF AGENDA

### 5. PUBLIC COMMENT

*If you wish to make a Public Comment, please contact the Secretary at: [cleee@scwa2.com](mailto:cleee@scwa2.com) to expedite the process, thank you. Public Comments may still be made during the virtual meeting without prior notice.*



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

- (A) Minutes: Approval of the Minutes of the Board of Directors meeting of January 13, 2022.
- (B) Expenditure Approvals: Approval of the January 2022 checking account register.
- (C) State Water Project Municipal Water Quality Investigations Program: Authorize General Manager to execute 3-year contracts with Department of Water Resources and State Water Project Contractors for continuation of municipal water quality investigations. Total cost not to exceed \$159,000.
- (D) North Bay Aqueduct Alternate Intake Grant Application: Adopt Resolution 2022-03 authorizing General Manager to submit grant application for North Bay Aqueduct Alternate Intake feasibility investigations.
- (E) Multi-Jurisdictional Hazard Mitigation Plan: Adopt “Solano County Multi-Jurisdictional Hazard Mitigation Plan and Solano County Water Agency Annex” via Resolution 2022-04.

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

RECOMMENDATION: For information only.

8. **GENERAL MANAGER’S REPORT** *(estimated time: 5 minutes)*

RECOMMENDATION: For information only.

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

RECOMMENDATION: For information only.

10. **SCWA FISCAL YEAR 2020-2021 AUDIT** *(estimated time: 10 minutes)*

RECOMMENDATION: Accept Fiscal Year 2020-2021 Audit.

11. **WATER CONSERVATION LANDSCAPE ASSISTANCE PROGRAM**

RECOMMENDATION:

Authorize General Manager to execute Amendment No. 1 with A2Z Landscaping for continuation and expansion of Water Conservation Landscape Assistance Program.

**12. ADDITION OF ASSISTANT/ASSOCIATE WATER RESOURCES SPECIALIST POSITION** *(estimated time: 15 minutes)*

RECOMMENDATION:

Authorize hiring of permanent Associate Water Resources Specialist position to support ongoing Lake Berryessa Invasive Mussel Infestation Prevention Program.

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

RECOMMENDATIONS:

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

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

RECOMMENDATIONS:

1. Hear report from staff on current and emerging Delta and Water Policy issues and provide direction.
2. Hear status report from Committee Chair on activities of the SCWA Water Policy Committee.
3. Hear report from Supervisors Vasquez and Mashburn on activities of the Delta Counties Coalition, Delta Protection Commission, and Delta Conservancy.
4. Hear report from Elizabeth Patterson on activities of the North Bay Watershed Association (see <https://www.nbwatershed.org> for additional information).

**15. CLOSED SESSION**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code § 54956.8)

*Property:* 810 Vaca Valley Parkway, Suite 203, Vacaville, CA

*Agency negotiator:* Roland Sanford, Alex Rabidoux

*Negotiating parties:* Solano Irrigation District

*Under negotiation:* Price, terms of payment, details of purchase.

**16. SCWA OFFICE EXPANSION**

RECOMMENDATIONS:

1. Approve First Amendment to the Purchase and Exchange Agreement with the Solano Irrigation District (SID) and subsequent documents that are required to implement the Purchase and Exchange Agreement.
2. Approve Pre-Construction Agreement with General Contractor.

3. Authorize General Manager to execute Agreement with Brereton Architects for the SCWA Office Expansion – Architectural Services.

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

Thursday, March 10, 2022 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 <https://www.scwa2.com/governance/board-meetings-agendas-minutes/>*

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: January 13, 2022**

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 Steve Young, City of Benicia  
Mayor Steve Bird, City of Dixon  
Mayor Harry Price, City of Fairfield  
Mayor Ronald Kott, City of Rio Vista  
Mayor Robert McConnell, City of Vallejo  
Mayor Lori Wilson, City of Suisun City  
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 Mitch Mashburn, Solano County District 5  
Director Ryan Mahoney, Maine Prairie Water District  
Director Dale Crossley, Reclamation District No. 2068  
Director Derrick Lum, Solano Irrigation District

**CALL TO ORDER**

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

**REMOTE MEETING**

In Compliance with Government Code Section 54953(e) added by Assembly Bill 361, and consistent with the findings made by the Solano County Water Agency Board of Directors in accordance therewith, members of the Solano County Water Agency Board of Directors and members of the public participated in this meeting by teleconference. Per AB 361, the Board is to reconsider the circumstances of the state of emergency and determine that: (i) the state of emergency continues to directly impact the ability of the members to meet safely in person; and/or (ii) State or local officials continue to impose or recommend measures to promote social distancing. The Board unanimously approved-by roll call vote-that both (i) and (ii) to be true and to continue the meeting by teleconference.

**APPROVAL OF AGENDA**

On a motion by Supervisor Vasquez and a second by Mayor Young the Board unanimously approved – by roll call vote - the agenda.

**PUBLIC COMMENT**

There were no public comments.

**ELECTION OF OFFICERS AND APPOINTMENT OF EXECUTIVE COMMITTEE FOR 2022**

On a motion by Supervisor Vasquez and a second by Mayor Price the Board unanimously elected – by roll call vote – Supervisor Spering as the Board Chair and Mayor Rowlett as the Vice Chair for 2022.

Supervisor Spering asked if any Board members had interest in serving on the Executive Committee to contact him directly and that he would make appointments prior to the next meeting. Supervisor Spering thanked Director Crossley for serving as Board Chair the past year.

Supervisor Spering stated that he will assemble a committee to address flooding issues, to meet with staff, and set up a call for flood control projects, and that any Board members interested in serving on this committee should contact him directly.

**CONSENT ITEMS**

Mayor Young requested that item 7D be pulled for discussion. Similarly, Director Crossley requested that item 7F be pulled for discussion.

On a motion by Mayor Young and a second by Mayor Kott the Board unanimously approved – by roll call vote – the following consent items:

- (A) Minutes
- (B) Expenditure Approvals
- (C) State Water Project Tolling Agreement Amendment
- (E) Contract with CBEC

Mayor Young questioned whether the North Bay Aqueduct Alternate Intake Project was worth pursuing, in view of the low annual Table A allocations we have received in recent years, and the poor water quality associated with the existing North Bay Aqueduct facility. General Manager Roland Sanford responded that while the North Bay Aqueduct water supply is not nearly as reliable as originally envisioned, the facility remains an extremely valuable asset. Mr. Sanford also noted that one of the reasons for pursuing the North Bay Alternate Intake Project is to resolve the water quality issues associated with North Bay Aqueduct's existing intake at Barker Slough. Mr. Sanford went on to explain that the even under ideal conditions it would most likely take on the order of 15 years before the North Bay Aqueduct Alternate Intake was operational.

Director Crossley commented that members of the SCWA Legislative Committee had recently met with Assemblymember Cecilia Aguiar-Curry, and that she recommended the SCWA Board adopt a formal Resolution in support of the North Bay Aqueduct Alternate Intake to better position the project for potential State funding.

On a motion by Mayor Wilson and a second by Mayor Kott the Board unanimously approved – by roll call vote Consent Item 7D (Resolution in support of North Bay Aqueduct Alternate Intake Project)

Director Crossley expressed concern with the language in the proposed United States Geological Survey contract (Consent Item 7F) referencing the possibility of reducing or eliminating water diversion intakes in the Cache Slough Complex, should the study that will result from the scope of work the United States Geological Survey will prepare pursuant to the proposed contract indicate that the consolidation or elimination of water diversion intakes is feasible. Mr. Thomas Pate, Water Policy Analyst, explained the purpose of the study and the United States Geological Survey's role in developing the scope of the study, and commented that it is not the intent to force consolidation or elimination of water diversion intakes in the Cache Slough Complex, but that the results of the study may show that some consolidations and/or elimination of diversion intake projects, in conjunction with a North Bay Aqueduct Alternate Intake that would provide water in lieu of the consolidated and/or eliminated diversion intakes, may actually be desirable from the water diverter's perspective.

After further discussion, General Manager Roland Sanford recommended the Board approve the contract with the United States Geological Survey, with the stipulation that the Water Agency must oppose the consolidation or elimination of a water diversion intake in the Cache Slough Complex unless said consolidation or elimination was supported by the owner/operator of the diversion facility.

On a motion by Mayor Price and a second by Mayor Wilson the Board approved – by roll call vote – Consent Item 7F (Contract with United States Geological Survey). Directors Crossley and Mahoney voted no.

Supervisor Sperling requested that Board members who have questions or concerns regarding agenda items on the Consent Calendar contact staff ahead of the Board meeting, ideally, to get their questions or concerns addressed prior to the Board meeting, and in that way avoid the need for pulling items from the Consent Calendar, or to if nothing else alert staff ahead of time, so that staff can be adequately prepared to address their concerns or questions during the Board meeting.

**BOARD MEMBER REPORTS**

There were no Board member reports.

**GENERAL MANAGER'S REPORT**

The General Manager had no additions to the written report.

**SOLANO WATER ADVISORY COMMISSION**

In addition to the meeting notes included in the Board’s agenda packet, Kyle Ochendusko, City of Benicia Interim Public Works Director and Chair of the Solano Water Advisory Commission, reported that the Commission has been discussing Napa County’s plans to expand recreational opportunities at Lake Berryessa, and what impacts if any those recreational activities may have on Solano Project operations and water supply reliability. Mr. Ochendusko also commented that while water supply conditions have improved as a result of the December storms, the State as a whole continues to exhibit drought conditions.

**RESOLUTION OF APPRECIATION-RICH MAROVICH**

Supervisor Spering read the Resolution of Appreciation for Rich Marovich and congratulated Rich on the legacy he has created as the inaugural Streamkeeper.

General Manager Sanford also congratulated Rich and pointed out that Rich was the right person at the right time, and how fast 21 years has gone by. Mr. Sanford observed that the transformation of Lower Putah Creek can be largely attributed to Rich’s efforts, and that as Rich hands the torch over to the new Streamkeeper Max Stevenson, he (Mr. Sanford) believes Max is the right person at the right time for this new era. Mr. Sanford concluded his comments by noting that an in-person retirement celebration is planned for Rich but currently on hold until the “Omicron storm” passes.

Rich stated that he was honored to be the first Putah Creek Streamkeeper and that none of the habitat restoration work on Lower Putah Creek would have been possible without the overriding support of the Water Agency Board of Directors. He commented that the Water Agency has gone far beyond what is required by the Accord.

On a motion by Mayor Price and a second by Director Crossley the Board unanimously approved – by roll call vote – the Resolution of Appreciation for Rich Marovich.

**APPOINTMENT OF LEGISLATIVE AND WATER POLICY COMMITTEES FOR 2022**

Supervisor Spering asked if members of the Water Policy Committee wanted to continue serving on the committee. The members confirmed their commitment and Director Crossley committed to continue on as the Chair of the Committee. Accordingly, Supervisor Spering appointed the following Board members to the 2022 Water Policy Committee:

The 2022 Water Policy Committee  
Director Crossley-Chair  
Supervisor Vasquez  
Supervisor Mashburn  
Mayor McConnell  
Director Kluge

Supervisor Spering asked if the members of the Legislative Committee wanted to continue serving on the committee. The members confirmed their commitment and Supervisor Hannigan agreed to step away from the Committee to allow Supervisor Spering to join and chair the committee. Accordingly, Supervisor Spering appointed the following Board members to the 2022 Legislative Committee.

The 2022 Legislative Committee  
Supervisor Spering-Chair  
Mayor Wilson  
Mayor Kott  
Director Crossley  
Director Kluge

On a motion by Mayor Wilson and a second by Mayor Young the Board unanimously approved – by roll call vote – the Appointment of the Legislative and Water Policy Committees for 2022:

**APPOINTMENT OF LAKE BERRYESSA AD HOC COMMITTEE**

Supervisor Spering stated he will appoint Board members to the proposed Lake Berryessa ad hoc committee at a later date. Supervisor Spering reported that he, along with Supervisor Vasquez and Water

Agency Assistant General Manager Chris Lee met with Napa County Supervisor Pedroza, Napa County Planning Director David Morrison and Napa County Lake Berryessa Concessionaires Manager Leigh Sears shortly before the Christmas holiday and discussed the Water Agency's on going Lake Berryessa Invasive Mussel Infestation Prevention Program (Program). The purpose of the meeting was to brief the Napa County representatives and to solicit Napa's support for the Program. As a follow up to the meeting, Water Agency staff is preparing a memo describing short and long-term actions needed to further develop and expand implementation of the Program.

Assistant General Manager Chris Lee reported that following the meeting in December, Water Agency staff participated in a conference call with Lee Mao, Deputy Area Manager for Reclamation's Central California Area Office, Jennifer Onufer, the acting manager for Lake Berryessa, Nate Kyle, the Reclamation Concessionaire manager and Leigh Sears of Napa to further discuss implementation of the Program. Mr. Lee noted that Reclamation staff are very interested in continuing the dialog with the Napa and Solano interests and are more than willing to participate in the proposed Lake Berryessa ad hoc committee when appropriate.

Supervisor Vasquez stated that he is very encouraged by Napa's willingness to help implement the Program.

### **U.S. EPA AND U.S. ARMY COPRS OF ENGINEERS PROPOSED DEFINITON OF WATERS OF THE UNITED STATES**

General Manager Roland Sanford stated that how "waters of the United States" (WOTUS) are defined has significant regulatory implications because WOTUS are subject to the regulatory protocols of the 1972 Federal Clean Water Act. He noted that what constitutes WOTUS has historically and continues to be a major source of debate. Mr. Sanford explained that a revised WOTUS definition has been proposed by the U.S. Environmental Protection Agency and the U.S. Army Corps of Engineers, and that comments on the proposed definition are due by no later than February 7, 2022 – three days before the next regularly scheduled Board meeting. Mr. Sanford reported that the Water Policy Committee has discussed the proposed WOTUS definition and that in view of the February 7, 2022 deadline for submitting comments, he is recommending the Board authorize staff to submit comments, pending prior approval of the draft comments by the Water Policy Committee.

After Board discussion, Chair Spering directed staff to submit comments on the proposed definition of WOTUS to the U.S. Environmental Protection Agency and U.S. Army Corps of Engineers, pending prior review and approval of comments by the Board's Water Policy Committee.

### **LEGISLTATIVE UPDATES**

General Manager Roland Sanford reported that the Board's Legislative Committee did not meet in December.

The Water Agency's Legislative Advocate, Mr. Bob Reeb, briefed the Board on the Governor's proposed budget for FY 2022 and the redrawing of State Assembly and Senate district boundaries. He noted that following elections in November, Solano County will be represented by a single Assembly district – neither Assemblymember Aguiar-Curry's district nor Assemblymember Grayson's district will encompass any portion of Solano County. Mr. Reeb also observed that Assemblymember Frazier, whose district encompasses part of Solano County, has resigned effective December 31, 2021 and that for the moment, that Assemblymember seat remains vacant. With regard to the State Senate, Mr. Reeb reported that Senator Dodd's district will continue to encompass all of Solano County.

Mr. Reeb also reported that he and his firm continue to work with General Manager Roland Sanford to secure funding for the North Bay Aqueduct Alternate Intake Project (aka Water+), as well as infrastructure improvements to the Putah Diversion Dam.

### **WATER POLICY UPDATES**

1. Staff had nothing to report regarding emerging Delta and Water Policy issues.
2. The Water Policy Committee did not meet in December.
3. Neither Supervisor Mashburn nor Supervisor Vasquez had anything to report on the Delta Counties Coalition, Delta Protection Commission, or the Delta Conservancy.
4. There were no additions to the North Bay Watershed Association meeting notes.

**TIME AND PLACE OF NEXT MEETING**

Thursday, February 10, 2022, at 6:30 p.m., SCWA offices in Vacaville.

**ADJOURNMENT**

This meeting of the Solano County Water Agency Board of Directors was adjourned at 7:39 p.m.

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

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE: February 10, 2022

SUBJECT: Expenditures Approval

RECOMMENDATIONS:


Approve expenditures from the Water Agency checking accounts for January 2022.

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 January 2022. 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 February 10, 2022, 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 Jan 1, 2022 to Jan 31, 2022

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
1/11/22	36993	2020SC 1020SC	Invoice: 122021 BELIA MARTINEZ	640.00	640.00
1/11/22	36994	2020SC 1020SC	Invoice: 0680007 ACWA JOINT POWERS INSURANCE AUTHORITY	1,857.12	1,857.12
1/11/22	36995	2020SC 1020SC	Invoice: 3796302 AMERICAN TOWER CORPORATION	682.95	682.95
1/11/22	36996	2020SC 1020SC	Invoice: SE04750 BSK ASSOCIATES	2,716.00	2,716.00
1/11/22	36997	2020SC 2020SC 2020SC 1020SC	Invoice: 000017476094 Invoice: 000017477587 Invoice: 000017476139 CALNET3	293.77 843.43 166.16	1,303.36
1/11/22	36998	2020SC 1020SC	Invoice: 14241127 BARICH CALPERS LONG-TERM CARE PROGRAM	781.02	781.02
1/11/22	36999	2020SC 1020SC	Invoice: MD-2022-207 CALIFORNIA WATER EFFICIENCY PARTNERSHIP	12,500.00	12,500.00
1/11/22	37000	2020SC 1020SC	Invoice: P671187 CDW LLC	240.77	240.77
1/11/22	37001	2020SC 1020SC	Invoice: DEC 2021 JAMES B. DEROSE	3,283.93	3,283.93
1/11/22	37002	2020SC 1020SC	Invoice: 5317 EYASCO, INC.	37,026.85	37,026.85
1/11/22	37003	2020N 2020SC 2020SC 2020SC 1020SC	Invoice: 7-563-74520 Invoice: 9-613-07523 Invoice: 9-615-55438 Invoice: 7-616-48362 FEDEX EXPRESS	403.54 5.66 24.21 139.44	572.85
1/11/22	37004	2020SC 2020SC 1020SC	Invoice: AUG -NOV 2021 Invoice: OCT-DEC 2021 COVID MARCIE FEHRENKAMP	2,635.00 161.32	2,796.32
1/11/22	37005	2020SC 1020SC	Invoice: 380-0006633 GHD, INC.	4,994.76	4,994.76
1/11/22	37006	2020SC 1020SC	Invoice: 9153169025 W.W.GRAINER, INC.	12.98	12.98
1/11/22	37007	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 8040288 Invoice: 8020571 Invoice: 6522242 Invoice: 9040393 Invoice: 5523346 Invoice: 6021014 Invoice: 5620391 Invoice: 5204216 HOME DEPOT CREDIT SERVICE	399.80 163.44 28.30 100.06 23.12 73.11 42.07	42.07 787.83
1/11/22	37008	2020N 1020SC	Invoice: 1221-5 JEFFREY J JANIK	875.00	875.00
1/11/22	37009	2020SC 1020SC	Invoice: IN-1211210691 LA RANCHERA	3,110.00	3,110.00
1/11/22	37010	2020SC 1020SC	Invoice: NOV COVID LEE, CHRISTOPHER R.	75.00	75.00
1/11/22	37011	2020SC	Invoice: 180520	21,183.75	

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		1020SC	LSA ASSOCIATES, INC.		21,183.75
1/11/22	37012	2020SC 1020SC	Invoice: 37887 LUHDORFF & SCALMANINI	92.00	92.00
1/11/22	37013	2020SC 1020SC	Invoice: 579195 M&M SANITARY LLC	120.00	120.00
1/11/22	37014	2020SC 1020SC	Invoice: DEC 2021 MILLENNIUM TERMITE & PEST	51.00	51.00
1/11/22	37015	2020SC 1020SC	Invoice: OH84468 NORTHBAY HEALTHCARE GROUP OCC HEALTH DE	120.00	120.00
1/11/22	37016	2020U 2020U 2020N 2020SC 2020SC 1020SC	Invoice: 330072 Invoice: 330091 Invoice: 136520 Invoice: 330570 Invoice: 331269 PACIFIC ACE HARDWARE	50.39 54.67 74.33 69.70 36.19	285.28
1/11/22	37017	2020SC 1020SC	Invoice: 11/19/21-12/20/21 PACIFIC GAS & ELECTRIC CO,	30.44	30.44
1/11/22	37018	2020SC 1020SC	Invoice: 0171571-IN PREFERRED ALLIANCE, INC	733.00	733.00
1/11/22	37019	2020SC 1020SC	Invoice: OCT - DEC 2021 PUTAH CREEK COUNCIL	55,604.55	55,604.55
1/11/22	37020	2020SC 1020SC	Invoice: 1515 DOUG NOLAN	2,250.00	2,250.00
1/11/22	37021	2020SC 1020SC	Invoice: 1231212111 SHANDAM INC.	1,177.50	1,177.50
1/11/22	37022	2020SC 1020SC	Invoice: 4244900 SHELDON(Energy Services)	17.18	17.18
1/11/22	37023	2020SC 1020SC	Invoice: EXP REIMB DEC 2021 SNYDER, MARK	64.22	64.22
1/11/22	37024	2020SC 1020SC	Invoice: 2022 COMM CHARGE STATE WATER CONTRACTORS	4,497.00	4,497.00
1/11/22	37025	2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 73484 Invoice: 73495 Invoice: 73496 Invoice: 73577 SUISUN VALLEY FRUIT GROWERS AS	289.77 17.05 791.89 191.19	1,289.90
1/11/22	37026	2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 300498956 Invoice: 300500740 Invoice: 200574322 Invoice: 200574323 TRACTOR SUPPLY CREDIT PLAN	858.99 165.06 99.81 139.57	1,263.43
1/11/22	37027	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 249 Invoice: 248 Invoice: 250 Invoice: 247 Invoice: 246 Invoice: 251 KATHLEEN A SALMUNOVICH	125.00 425.00 1,125.00 1,100.00 2,125.00 75.00	4,975.00
1/11/22	37028	2020SC 1020SC	Invoice: LEE INSERTO LEE INSERTO	50.00	50.00
1/11/22	37029	2020SC	Invoice: AMY LERNER	414.00	

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		1020SC	AMY LERNER		414.00
1/11/22	37030	2020SC 1020SC	Invoice: DENA PRESOTTO DEN A PRESOTTO	1,000.00	1,000.00
1/11/22	37031	2020SC 1020SC	Invoice: JOSHUA VOSS JOSHUA VOSS	1,000.00	1,000.00
1/11/22	37032	2020SC 1020SC	Invoice: 9896009477 VERIZON WIRELESS	2,490.50	2,490.50
1/11/22	37033	2020SC 1020SC	Invoice: 5286 WILLIAM SLIGHTAM	3,999.20	3,999.20
1/12/22	37034	2020SC 2020SC 2020SC 1020SC	Invoice: 127855 Invoice: 329870 Invoice: FIN CHG DEC 2021 PACIFIC ACE HARDWARE	132.22 117.95 3.33	253.50
1/18/22	37035	2020SC 1020SC	Invoice: WC 10/01/21-12/31/21 ACWA JOINT POWERS INSURANCE AUTHORIT	5,589.06	5,589.06
1/18/22	37036	2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 551895-5 Invoice: 563431-5 Invoice: 562496-5 Invoice: 562496-6 Invoice: 551895-6 ALPHA MEDIA LLC	3,000.00 1,500.00 1,750.00 1,750.00 3,000.00	11,000.00
1/18/22	37037	2020SC 1020SC	Invoice: CAVAC74445 FASTENAL COMPANY	74.70	74.70
1/18/22	37038	2020SC 1020SC	Invoice: 150590 FM GRAPHICS, INC.	698.27	698.27
1/18/22	37039	2020SC 2020SC 2020SC 2020N 1020SC	Invoice: 101835 Invoice: 101836 Invoice: 101839 Invoice: 101838 HERUM/ CRABTREE/ SUNTAG	443.19 1,128.12 2,375.00 6,035.50	9,981.81
1/27/22	37039V	2020SC 2020SC 2020SC 2020N 1020SC	Invoice: 101835 Invoice: 101836 Invoice: 101839 Invoice: 101838 HERUM/ CRABTREE/ SUNTAG	443.19 1,128.12 2,375.00 6,035.50 9,981.81	
1/18/22	37040	2020SC 1020SC	Invoice: CL06685 INTERSTATE OIL COMPANY	535.30	535.30
1/18/22	37041	2020SC 1020SC	Invoice: 1054 JERAH FRYE	1,957.20	1,957.20
1/27/22	37041V	2020SC 1020SC	Invoice: 1054 JERAH FRYE	1,957.20	1,957.20
1/18/22	37042	2020SC 1020SC	Invoice: 6758 PAT DAVIS DESIGN GROUP, INC	190.00	190.00
1/18/22	37043	2020SC 1020SC	Invoice: COVID EXP JUL-DEC 21 PATE, THOMAS	509.94	509.94
1/18/22	37044	2020SC 1020SC	Invoice: 48867808 RECOLOGY VACAVILLE SOLANO	281.32	281.32
1/18/22	37045	2020SC 1020SC	Invoice: 01173970 RECOLOGY HAY ROAD	35.00	35.00
1/18/22	37046	2020U 1020SC	Invoice: DEC 2021 14 SOLANO COUNTY FLEET	757.87	757.87

## SOLANO COUNTY WATER AGENCY

## Cash Disbursements Journal

For the Period From Jan 1, 2022 to Jan 31, 2022

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
			MANAGEMENT		
1/18/22	37047	2020U	Invoice: 11001	19,343.77	
		2020U	Invoice: 11004	20,925.99	
		2020U	Invoice: 11002	11,128.92	
		2020U	Invoice: 11003	27,471.54	
		2020U	Invoice: 11005	2,001.15	
		2020U	Invoice: 11007	2,324.15	
		2020U	Invoice: 11011	4,773.37	
		2020U	Invoice: 11008	7,355.96	
		2020U	Invoice: 11009	2,003.53	
		2020U	Invoice: 11010	50,714.59	
		2020U	Invoice: 11012	993.71	
		2020U	Invoice: 11013	163.64	
		2020U	Invoice: 11014	17,216.89	
		2020U	Invoice: 11015	14,580.20	
		2020U	Invoice: 11016	498.42	
		2020U	Invoice: 11017	6,982.57	
		2020U	Invoice: 11018	5,177.96	
		2020U	Invoice: 11019	13,179.44	
		2020U	Invoice: 11021	1,909.37	
		2020U	Invoice: 11022	9,571.13	
		1020SC	SOLANO COUNTY PUBLIC WORKS DIVISION		218,316.30
1/18/22	37048	2020SC	Invoice: JESSICA COPE	1,000.00	
		1020SC	JESSICA COPE		1,000.00
1/18/22	37049	2020SC	Invoice: SOL COUNTY	2,533.77	
		2020SC	Invoice: SOL COUNTY 1	5,000.00	
		1020SC	SOLANO COUNTY		7,533.77
1/18/22	37050	2020SC	Invoice: JOSEPH WANG	1,000.00	
		1020SC	JOSEPH WANG		1,000.00
1/18/22	37051	2020SC	Invoice: 9639	4,570.96	
		2020SC	Invoice: 9638	4,704.10	
		1020SC	WINTERS AGGREGATE, LLC		9,275.06
1/27/22	37051V	2020SC	Invoice: 9639		4,570.96
		2020SC	Invoice: 9638		4,704.10
		1020SC	WINTERS AGGREGATE, LLC	9,275.06	
1/12/22	5000034	2023AC	FSA MEDICAL AND DEPENDENT REIMBURSEMENT 2021	10,789.61	
			CALENDAR YEAR 1.12.2022		
		1020SC	RABIDOUX, ALEXANDER		10,789.61
1/20/22	5000035	2023AC	FSA DEPENDENT REIMBURSEMENT 2021	7,620.00	
			CALENDAR YEAR 1.20.2022		
		1020SC	SANDRA WILLINGMYRE		7,620.00
1/25/22	COLIAS DEC 2021	2020SC	Invoice: COLIAS DEC 2021	395.98	
		1020SC	UMPQUA BANK		395.98
1/3/22	EFT	2020SC	Invoice: FEES	17.99	
		1020SC	SAM'S CLUB		17.99
1/4/22	EFT	2020SC	Invoice: JAN 2022 HEALTH	25,420.17	
		1020SC	CALPERS		25,420.17
1/14/22	EFT	2020SC	Invoice: 63040	493.10	
		1020SC	ONEPOINT HUMAN CAPITAL MANAGEMENT LLC		493.10
1/12/22	EFT	2020SC	Invoice: PPE 1.8.2022	10,738.24	
		2020SC	Invoice: PEPPRA PPE 1.8.2022	4,311.38	
		2020SC	Invoice: SIP PPE 1.8.2022	7,874.99	
		1020SC	CALPERS		22,924.61

## SOLANO COUNTY WATER AGENCY

## Cash Disbursements Journal

For the Period From Jan 1, 2022 to Jan 31, 2022

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
1/14/22	EFT	2020SC 1020SC	Invoice: 24548964 PAYCHEX	130.00	130.00
1/27/22	EFT	2020SC 2020SC 2020SC 1020SC	Invoice: SIP PPE 1.22.2022 Invoice: PPE 1.22.2022 Invoice: PEPRA PPE 1.22.2022 CALPERS	8,577.32 10,368.36 5,633.89	24,579.57
1/28/22	EFT	2020SC 1020SC	Invoice: 63264 ONEPOINT HUMAN CAPITAL MANAGEMENT LLC	91.80	91.80
1/31/22	EFT	2020SC 1020SC	Invoice: 12/10/21 - 1/9/22 PACIFIC GAS & ELECTRIC CO,	1,731.20	1,731.20
1/8/22	EFT 01.08.2022	6012AC  2024AC  1020SC	EMPLOYER LIABILITIES PPE 1.8.2022 EMPLOYEE LIABILITIES PPE 1.8.2022 PAYROLL TAXES	3,992.87  44,275.11	48,267.98
1/31/22	EFT 01.31.2022	2020SC 1020SC	Invoice: SALES TAX 2021 BOARD OF EQUALIZATION	18,712.00	18,712.00
1/28/22	EFT 1.22.2022	6012AC  2024AC  1020SC	EMPLOYER LIABILITIES PPE 1.22.2022 EMPLOYER LIABILITIES PPE 1.22.2022 PAYROLL TAXES	2,446.82  17,811.86	20,258.68
1/25/22	FEHRENKAMP DEC 20	2020SC 1020SC	Invoice: FEHRENKAMP DEC 2021 UMPQUA BANK	35.00	35.00
1/25/22	LEE DEC 2021	2020SC 1020SC	Invoice: LEE DEC 2021 UMPQUA BANK	1,203.30	1,203.30
1/26/22	WIRE 1.26.2022	2020SC 2020SC 2020N 1040SC	Invoice: 22-024-O JAN 2022 Invoice: 22-026-T JAN 2022 Invoice: 22-154-V DEC 2021 DEPARTMENT OF WATER RESOURCES	816.00 3,301,739.00 30,861.00	3,333,416.00
1/18/22	eft	2020SC 1020SC	Invoice: 77549749 WEX BANK	2,163.42	2,163.42
Total				3,985,460.34	3,985,460.34

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE: February 10, 2022

SUBJECT: Participation in State Water Project Municipal Water Quality Investigations Program

RECOMMENDATIONS:

Authorize General Manager to execute a 3-year agreement with the California Department of Water Resources and a 3-year agreement with the State Water Contractors for participation in the State Water Project Municipal Water Quality Investigations Program.

FINANCIAL IMPACT:


Total cost not to exceed \$159,000 over 3-year contract duration (\$53,000 per calendar year). If contract is approved sufficient funding will be included in the Water Agency’s subsequent fiscal year budgets. The contract term is from 1/1/2023 to 12/31/2025.

BACKGROUND:

The purpose of the Municipal Water Quality Investigations (MWQI) Program is to monitor and evaluate contaminant sources that impact the State Water Project’s municipal drinking water supplies. The MWQI program has been in place for a number of years and is collectively funded by a majority of the municipal State Water Project contractors, including the Solano County Water Agency. The MWQI program includes several projects of local importance, including real-time water quality monitoring of the Sacramento River (important for NBA Alternate Intake project), discrete monitoring of the Colusa Basin Drain and Toe Drain at Lisbon Weir (regional impact to Putah Creek), and preparation of State Water Project Watershed Sanitary Survey (required for cities that use SWP water: Vacaville, Fairfield, Vallejo, Benicia). Participation in the MWQI Program allows the Water Agency and other MWQI Program participants to share administrative and technical costs and ultimately save money and avoid duplication of effort.

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:

Participation in the State Water Project Municipal Water Quality Investigations Program is consistent with Goal #4 of the 2016-2025 Strategic Plan, protecting access to reliable water supplies.

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 February 10, 2022 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford  
General Manager & Secretary to the  
Solano County Water Agency  
FEB.2022.BOD.ITM.6C

**STATE OF CALIFORNIA  
NATURAL RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES  
MUNICIPAL WATER QUALITY INVESTIGATIONS  
AGREEMENT**

**BETWEEN THE STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES,  
STATE WATER CONTRACTORS AND  
PARTICIPATING URBAN STATE WATER PROJECT CONTRACTORS  
SWPAO NO. 21315**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2022, pursuant to the provisions of the California Water Resources Development Bond Act, the State Central Valley Project Act, and other applicable laws of the State of California, between the State of California, acting by and through the Department of Water Resources (DWR), the State Water Contractors (SWC) and participating urban State Water Project (SWP) contractors located in the State of California (urban SWP Contractors).

## RECITALS

**WHEREAS**, DWR and the urban SWP Contractors have entered into and subsequently amended long-term water supply contracts, herein referred to as the Water Supply Contracts, providing that DWR will supply certain quantities of water to the urban SWP Contractors and providing that the urban SWP Contractors shall make certain payments to DWR, and setting forth the terms and conditions of such supply and such payment;

**WHEREAS**, DWR conducts various studies and activities to protect and improve the quality of SWP drinking water supplies;

**WHEREAS**, DWR's Municipal Water Quality Investigations (MWQI) Program endeavors to monitor, evaluate, report-on, and forecast water quality conditions, and identify and evaluate the sources of contaminants that affect the municipal drinking water supplies of the urban SWP Contractors;

**WHEREAS**, DWR must have a source of funding to repay the costs of the MWQI Program;

**WHEREAS**, the urban SWP Contractors believe the MWQI Program is necessary to provide this important water quality information in a timely way to insure the best available source water is conveyed by the SWP, to efficiently operate their drinking water treatment facilities and to plan for and design cost effective drinking water treatment facilities to meet future drinking water quality standards;

**WHEREAS**, DWR and the urban SWP Contractors are endeavoring to increase the value that DWR provides to the contractors;

**WHEREAS**, this Agreement will allow the SWC to provide supplemental water-quality related services to the MWQI Program;

**WHEREAS**, the SWC have formed an MWQI Specific Project Committee (SPC) made up of many SWC members that are urban SWP Contractors and are participants in the MWQI Program;

**WHEREAS**, the MWQI SPC will perform supplemental water quality-related services to the MWQI Program with the intent to offer sufficient flexibility to complete required activities;

**WHEREAS**, urban SWP Contractors are willing to enter into this Agreement to pay their share of the MWQI Program costs and accordingly the urban SWP Contractors will be included in decisions related to the budget, scope, schedule, and activities of the MWQI Program;

**WHEREAS**, Santa Barbara County Flood Control and Water Conservation District (District) is an urban SWP Contractor and has authorized the Central Coast Water Authority (CCWA) to represent the District in the DWR MWQI Program and to enter into this Agreement on behalf of the District for the 2023-2025 term (See Letter of Authorization attached as **Exhibit A** to this Agreement.) DWR will invoice the District in their Statement of Charges.

## **AGREEMENT**

**NOW THEREFORE**, it is mutually agreed that the following terms, conditions, and procedures hereby apply to the implementation and funding of the MWQI Program:

1. **Definitions.** When used in this Agreement, the following definitions shall apply:
  - (a) **“Bond Act”** means the California Water Resources Development Bond Act, comprising Chapter 8, commencing at Section 12930, of Part 6 of Division 6 of the Water Code, as enacted in Chapter 1762 of the Statutes of 1959.
  - (b) **“Calendar Year”** means the calendar year beginning January 1 through December 31.
  - (c) **“Environmental Monitoring and Assessment (EMA) Section”** means a Section within the DWR Division of Integrated Science and Engineering that manages the MWQI Program with oversight on administrative functions and work conducted by the MWQI Program.
  - (d) **“Municipal Water Quality Investigations Program” or “MWQI Program”** means a program to determine and evaluate the sources of contaminants in the SWP system and evaluate their impacts on municipal drinking water supplies to urban SWP Contractors. This includes work conducted by DWR staff in the following programs: the RTDF-CP, WQA, and the program partners in the Division of Operations & Maintenance (O&M) Regulatory Compliance & Reporting Branch and the Environmental Assessment Branch, and the Bay Delta Office (BDO) Delta Modeling Section. The MWQI Program includes work done under the direction of DWR management with guidance and support from the SWC and urban SWP Contractors.
  - (e) **“MWQI Modeling and Forecasting Program Partners”** means DWR staff in the O&M Environmental Assessment Branch which routinely conducts water quality monitoring (both real time and discrete) at SWP facilities in

the San Luis Field Division, including the Gianelli Monitoring Station and DWR staff in the O&M Operations Control Office Regulatory Compliance and Reporting Branch and the BDO Delta Modeling Section, who provide modeling and forecasting support through MWQI Program resource agreements.

- (f) **“MWQI SPC Account”** means an account established by the SWC to fund consultant work and supplemental water quality services not funded through the Statements of Charges.
- (g) **“MWQI SPC Charge”** means the charge to be collected by the SWC each fiscal year through invoices from the SWC to those Participating Contractors that have agreed in their MWQI Specific Project Agreement to pay a portion of the total MWQI Program costs into the MWQI SPC Account for MWQI Program work that is performed by the MWQI SPC during the Fiscal Year.
- (h) **“MWQI Specific Project Agreement”** An agreement entered into by urban SWP Contractors as members of the MWQI Committee of the SWC to permit the MWQI SPC to perform supplemental water quality related services as identified in Appendix 1 of the MWQI Work Plan in addition to the work performed by DWR.
- (i) **“MWQI Specific Project Committee (SPC)”** consists of urban SWP Contractors as members of the MWQI Committee of the SWC that have signed the MWQI Specific Project Agreement.
- (j) **“MWQI Statements of Charges (SOC) Charge”** means the charge, based on projected costs, to be collected each calendar year by DWR through the SOC for MWQI Program work that is performed by DWR during the Calendar Year.
- (k) **“MWQI Work Plan”** means a plan for work to be performed by DWR and the MWQI SPC during a given Calendar Year.
- (l) **“Participating Contractor”** means an urban SWP Contractor that has executed this Agreement.
- (m) **“Project Management Plans (PMP)”** means a plan developed using the DWR accepted Project Management Body of Knowledge (PMBOK) standard for managing individual projects. PMP include documentation describing how the project will be designed, initiated, planned, executed, monitored, and closed. PMP will also include a site safety plan and a quality assurance project plan (QAPP).
- (n) **“Real-Time Data and Forecasting Comprehensive Program (RTDF-CP)”** is a program within the MWQI Program that conducts modeling studies; produces water quality forecasts; and incorporates the WQA’s and O&M’s

SWP drinking water quality monitoring data to create and disseminate daily, weekly, and web-based reports on the sources and concentrations of contaminants in the Delta and SWP system. The RTDF-CP also provides historical and seasonal trends, MWQI Program web site updates, and conducts data management activities pertaining to database infrastructure enhancement and development to improve long-term storage and retrieval of RTDF-CP data.

- (o) **“Real-Time Data and Forecasting Steering Committee (RTDF Steering Committee)”** consists of representatives from the EMA section, the DWR program partners, the SWC, and urban SWP Contractors.
- (p) **“Resource Agreements”** means a written program-partnering agreement to manage the workloads, staff resources, deliverables, and budgets across DWR Divisions in respective programs. EMA has individual 3-year resource agreements (RA) with the: O&M Regulatory Compliance & Reporting Branch, the O&M Environmental Assessment Branch, and the BDO Delta Modeling Section.
- (q) **“Statements of Charges (SOC)”** means the annual charges distributed to each Water Supply Contractor on July 1 of each year, as defined in Article 29 of the Water Supply Contract.
- (r) **“SWP”** means the State Water Project, which includes the Delta for purposes of the MWQI Program work plan projects.
- (s) **“SWP Project Interest Rate”** means the weighted average of the interest rates paid by the State on bonds issued under the Bond Act without regard to any premiums received on the sale thereof. Until bonds are issued and sold under the Bond Act, the project interest rate shall be four percent (4%) per annum, and after said bonds have been issued said rate shall be computed as a decimal fraction to five places.
- (t) **“Water Quality Assessment Unit” or “WQA”** means a Unit of staff within the MWQI Program which routinely conducts water quality monitoring (both real-time and discrete) at sites in the Delta for municipal and industrial uses, and provides water quality data and knowledge-based data support to the Real-Time Data and Forecasting Comprehensive Program (RTDF-CP), and other programs within DWR.
- (u) **“Water Quality Science and Synthesis Unit”** means a Unit of staff within the EMA section that routinely supports and sustains the RTDF-CP program.
- (v) **“Water Supply Contract”** means a long-term contract between the State of California and each urban SWP Contractor for a water supply from the SWP of the type contained in DWR’s Bulletin 141 dated November 1965.

- (w) **“Water Supply Contractor”** means a public agency that has a current Water Supply Contract.

**2. Work Plan Development.**

- (a) DWR shall develop a proposed annual MWQI Work Plan, budget, and workload assessment by September 15 for the upcoming Calendar Year for presentation to, and to receive recommendations from, the RTDF Steering Committee and for the concurrence of the MWQI SPC for work performed under their MWQI SPC Account.

DWR will hold monthly meetings/conference calls with the MWQI RTDF Steering Committee and provide a report on the status and progress of the MWQI Work Plan projects with monthly updates on expenditures. The final MWQI Work Plan shall be developed by December 15 of each year for the upcoming Calendar Year.

- (b) In developing the MWQI Work Plan each year, all comments and suggestions from the Participating Contractors will be processed through the MWQI SPC. The MWQI SPC will submit a unified set of comments to DWR.
- (c) The MWQI Work Plan shall, at a minimum, include:
- (1) A description of the water quality assessment work to be accomplished, including planned field and laboratory work, with monitoring projects broken down into routine or short-term;
  - (2) A description of the RTDF-CP work including the real-time monitoring program, production and dissemination of daily, weekly, and website RTDF-CP reports on hydrologic and water quality conditions, and information and data management activities;
  - (3) A description of the water quality modeling and forecasting work including production and dissemination, of Delta fingerprint modeling, and short-term forecasts;
  - (4) A description of other MWQI Program funded activities;
  - (5) Specifications for deliverables related to individual MWQI Program components; and
  - (6) Budget for each MWQI Program component, along with a total budget and workload assessment.

**3. MWQI Real-Time Data Forecasting Steering Committee (RTDF Steering Committee).** The MWQI RTDF Steering Committee shall meet as needed to

review, refine, and recommend changes to the MWQI Work Plan.

**4. MWQI Work Plan Implementation.**

- (a) MWQI Program work shall be implemented upon final approval of the MWQI Work Plan by DWR and the MWQI SPC, and will be conducted in accordance with the MWQI Work Plan.
- (b) Adjustments to the MWQI Program may be made as needed by DWR in response to conditions or opportunities that may arise at any time in a Calendar Year. These changes will be submitted to the RTDF Steering Committee for concurrence, and as needed to the MWQI SPC at their next scheduled meeting.

**5. Program Deliverables.** At a minimum, DWR will provide the RTDF Steering Committee the Program Deliverables listed below, subject to modification by decision of DWR, and with the concurrence of the RTDF Steering Committee and the MWQI SPC:

- (a) Monthly status reports and an assessment of recent MWQI Program expenditures in relation to the program budget at the last week of the month or at the next scheduled RTDF Steering Committee meeting.
- (b) All MWQI Program WQA data collected will be made available through the Water Data Library or the California Data Exchange Center. All MWQI Program final RTDF-CP reports will be posted on the MWQI website.
- (c) MWQI RTDF-CP monitoring and forecasting reports shall be completed in a timely manner given staffing and financial constraints.

**6. MWQI SOC Charge.**

- (a) DWR shall recover its costs for the MWQI Program through the MWQI SOC Charge. The MWQI SOC Charge shall recover costs incurred by DWR for the MWQI Program consistent with the annual MWQI Work Plan during the term of this Agreement. Each Participating Contractor's share of the annual MWQI SOC Charge for the term of the Agreement will be calculated each year based upon the annual MWQI SOC Charge multiplied by their proportionate share of the M&I Table A amount, except that of Kern County Water Agency. Kern County Water Agency shall be limited to 79,000 acre-feet and the remainder of the Participating Contractors' share shall increase proportionately, as shown in Table 1 and Table 2.
- (b) To facilitate billing on a calendar year basis, each Participating Contractor's share of the MWQI SOC Charge will be computed and included in the Participating Contractor's annual SOC under the

Transportation Minimum OMP&R component, and, except as otherwise expressly provided in this Agreement, shall be collected under the same terms and conditions as charges are collected under that Water Supply Contract. The MWQI SOC Charge shall initially be based on projections of costs determined pursuant to development of the annual MWQI Work Plan. The MWQI SOC Charge shall then be subject to re-determination each year by DWR so that the charges may accurately reflect the increases or decreases in costs as compared to the projections of costs and all other factors that are determinative of such charges. Adjustments to the annual charges resulting from a re-determination shall be reflected in each Participating Contractor's share of the MWQI SOC Charge in the following calendar year with interest at the current SWP Project Interest Rate.

- (c) The MWQI SOC Charge plus the MWQI SPC Charge will not exceed \$3,100,000 for any Calendar Year.

7. **Performance.** Implementation of the MWQI Program will require staff involvement of various organizational units within DWR. DWR will take steps to ensure sufficient staffing and coordination occurs consistent with the adopted MWQI Work Plan. From time to time due to other assigned duties, individual staff assigned to the MWQI Program may devote less than 100 percent of their effort to identified tasks in the MWQI Work Plan. DWR will not bill Participating Contractors for staff efforts not included in the MWQI Work Plan.
8. **MWQI SPC Account.** Work to be completed by the MWQI SPC shall be identified in Appendix 1 of the MWQI Work Plan. Appendix 1 shall be developed by DWR and the MWQI RTDF Steering Committee and submitted to the MWQI SPC for approval prior to any work being performed. Appendix 1 shall, at a minimum, include: a description of all professional services to be rendered; all equipment, supplies or services to be purchased; a description of the work to be accomplished, broken down into individual MWQI Work Plan components; descriptions of planned field and laboratory work; specifications for deliverables related to individual work elements; and, budgets for each work element, along with a total budget. The MWQI SPC Account costs for supplemental water quality related services will be collected through the MWQI SPC Charge. Payments from Contra Costa Water District (CCWD) for its participation in the MWQI Program activities may be used to offset the MWQI SPC Charge as necessary. The MWQI SPC Charge shall not exceed \$700,000 annually. The MWQI SPC will obtain the necessary goods and services using funds from the MWQI SPC Account to accomplish its share of the MWQI Work Plan.
9. **MWQI SPC Charge.** Each year as necessary, the SWC shall invoice Participating Contractors to collect funds for the MWQI SPC Account. Each Participating Contractor's share of the annual MWQI SPC Charge for the term of the Agreement will be calculated each year based on the annual MWQI SPC Charge multiplied by their proportionate share of the M&I Table A amount except

that of Kern County Water Agency. Kern County Water Agency shall be limited to 79,000 acre-feet and the remainder of the Participating Contractors' share shall increase proportionately, as shown in Table 2. The MWQI SPC Account shall be used to implement the MWQI SPC activities identified in the annual MWQI Work Plan. The MWQI SPC Charge shall initially be based on projections of costs determined pursuant to development of the MWQI Work Plan. The MWQI SPC Charge shall then be subject to re-determination each year by the MWQI SPC so that the charges may accurately reflect the increases or decreases in costs as compared to the projections of costs and all other factors that are determinative of such charges. Adjustments to the annual charges resulting from a re-determination shall be reflected in each Participating Contractor's share of the MWQI SPC Charge in the following calendar year with interest at the current SWP Project Interest Rate.

10. **Disposition of Property and Equipment.** Any property or equipment obtained by the SWC through the MWQI SPC Account, at the discretion of the MWQI SPC, may be given to DWR "as is." DWR, at its sole discretion, may choose to accept such property or equipment. Upon acceptance, such property or equipment shall become the property of the State of California, and neither the SWC nor any Water Supply Contractor shall have any further responsibility or liability for such property or equipment. The SWC do not and shall not provide any express or implied warranties for any property or equipment given to and accepted by DWR. However, to the extent permitted, the SWC will transfer to DWR any warranties provided by the manufacturer or other third parties for such property or equipment.
11. **Services Provided by the MWQI SPC on State Property.** With the approval of DWR for specific activities, the SWC on the recommendation or approval of the MWQI SPC may provide for services to be completed on State property as part of the MWQI Work Plan in Appendix 1. The SWC shall hold the State harmless for any litigation resulting from any claims that may arise from the participating vendor, contracted by the SWC, providing the services.
12. **Water Supply Contract.** Except as specified in this Agreement, the provisions of the Participating Contractor's Water Supply Contract shall be applicable to this Agreement.
13. **State Law.** This Agreement is made under and shall be construed in accordance with the laws of the State of California.
14. **MWQI Staff Out-of-State Travel.** If requested by the MWQI SPC, MWQI Program staff may be required to attend out of state scientific conferences to ensure that the MWQI Program provides the best available water quality information to the MWQI SPC and ensures that scientific studies are designed in the most innovative, cost-effective manner possible to meet future drinking water quality standards. Travel expenses will come out of DWR's MWQI Program Budget.

**15. Adjustment of Table 2 Proportionate Use Factors.** Table 2 Proportionate Use Factors are based upon the best information available of Participating Contractors that will be paying into the MWQI SPC Charge at the time this Agreement is executed. These Proportionate Use Factors may be adjusted if a Participating Contractor requests not to pay into the MWQI SPC Account and the request is approved by the MWQI SPC. The total of the Participating Contractors Table A Amount in Table 2 shall not be less than 2,300,000 acre-feet. Any Participating Contractor not paying into the MWQI SPC Account through the MWQI SPC Charge will still be subject to Paragraph 16, the Final Program Accounting.

**16. Final Program Accounting.**

- (a) At the end of the Agreement, DWR and the SWC will work together to summarize all Participating Contractor's MWQI SOC Charges, MWQI SPC Charges and those MWQI SPC Account costs paid for by the payments from CCWD and all actual MWQI Program costs incurred during the term of this Agreement. This Final Program Accounting will determine if each Participating Contractor has paid its proportionate share of the total actual MWQI Program costs through its payments to both the MWQI SOC Charge and the MWQI SPC Charge during the term of the Agreement. Each Participating Contractor's proportionate share of the total MWQI Program costs will be in the same proportion as its M&I Table A Amount shown in Table 1 bears to the total of all Participating Contractor's M&I Table A Amounts shown in Table 1.
- (b) If a new MWQI Agreement, similar to this MWQI Agreement, is implemented effective January 1, 2026, DWR will account for each Participating Contractor's Final Program Accounting over and under payment to the MWQI SOC Charge in the 2027 MWQI SOC Charge. If a new MWQI Agreement, similar to this MWQI Agreement is not implemented, DWR will invoice each Participating Contractor for its Final Program Accounting over or under payment in the 2027 SOC.
- (c) If a new MWQI Agreement, similar to this MWQI Agreement is implemented effective January 1, 2026, the SWC will provide for each Participating Contractor's Final Program Accounting over and under payment to the MWQI SPC Charges for the Calendar Year 2026 - 2027 MWQI SPC Charge. If a new MWQI Agreement, similar to this MWQI Agreement is not implemented, the SWC will issue either a check or invoice to each Participating Contractor for its Final Program Accounting over or under payment by July 1, 2026.
- (d) The MWQI SPC may vote to not conduct the Final Program Accounting at the end of the 2023-2025 MWQI Agreement if the M&I Table A amounts of the Contractors participating in both the SOC and SPC charges exceed

2,300,000 acre-feet. The MWQI SPC will provide DWR written notice of the vote by July 1, 2025.

17. **Term of Agreement.** This Agreement shall take effect on January 1, 2023, only if this MWQI Agreement is executed by the Participating Contractors that together have M&I Table A Amounts totaling at least 2,300,000 acre-feet. This Agreement shall terminate on December 31, 2025, except for payments or credits found through re-determination pursuant to Paragraph 16 of this Agreement. This Agreement may be terminated by any party with twelve months written notice. Written notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender. If any party provides notice of termination, the SWC and DWR will renegotiate the budget for the time remaining in the twelve-month period. DWR shall perform such work as is necessary for the orderly completion of work scheduled for the twelve-month period. The cost of such work shall not exceed the budget for that twelve-month period. If the Participating Contractors decide to continue to fund the MWQI Program starting January 1, 2026, the MWQI SPC will provide DWR with a Letter of Intent no later than February 1, 2025, of that intent. This will allow DWR time to prepare the preliminary estimates for the 2026 SOC.
18. **Agreement Execution.** This Agreement may be executed in counterpart, each will be deemed to be an original and all of which together will be deemed to be the same document. Each entity certifies that the person signing below on the respective entity's behalf has the authority to bind that entity to the covenants made in this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date first above written.

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

**STATE OF CALIFORNIA,  
DEPARTMENT OF WATER  
RESOURCES**

By: \_\_\_\_\_  
Manager, Division of Integrated Science and  
Engineering

Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**ALAMEDA COUNTY FLOOD  
CONTROL AND  
WATER CONSERVATION DISTRICT,  
ZONE 7**

By: \_\_\_\_\_  
General Manager  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**ALAMEDA COUNTY WATER  
DISTRICT**

By: \_\_\_\_\_  
General Manager  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**ANTELOPE VALLEY-EAST KERN  
WATER AGENCY**

By: \_\_\_\_\_  
General Manager  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**SANTA CLARITA VALLEY WATER  
AGENCY**

By: \_\_\_\_\_  
General Manager  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**SANTA BARBARA COUNTY FLOOD  
CONTROL AND WATER  
CONSERVATION DISTRICT**

By: \_\_\_\_\_  
Executive Director  
Central Coast Water Authority  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**CRESTLINE-LAKE ARROWHEAD  
WATER AGENCY**

By: \_\_\_\_\_  
General Manager  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**KERN COUNTY WATER AGENCY**

By: \_\_\_\_\_  
General Manager  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**THE METROPOLITAN WATER  
DISTRICT OF SOUTHERN  
CALIFORNIA**

By: \_\_\_\_\_  
Group Manager, Water Resource  
Management  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**MOJAVE WATER AGENCY**

By: \_\_\_\_\_  
General Manager  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**NAPA COUNTY FLOOD CONTROL  
AND WATER CONSERVATION  
DISTRICT**

By: \_\_\_\_\_  
District Engineer  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**PALMDALE WATER DISTRICT**

By: \_\_\_\_\_  
General Manager  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
General Manager  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_

**SAN GORGONIO PASS WATER  
AGENCY**

By: \_\_\_\_\_  
General Manager  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**SAN LUIS OBISPO COUNTY FLOOD  
CONTROL  
AND WATER CONSERVATION  
DISTRICT**

By: \_\_\_\_\_  
Public Works Director  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_

**SANTA CLARA VALLEY WATER  
DISTRICT**

By: \_\_\_\_\_  
Chief Executive Officer  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**SOLANO COUNTY WATER AGENCY**

By: \_\_\_\_\_  
General Manager  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**STATE WATER CONTRACTORS**

By: \_\_\_\_\_  
General Manager  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

## STATEMENT OF CHARGES ALLOCATION FACTORS

### TABLE 1

	M&I Table A	Proportionate Share
ALAMEDA CO FC&WCD - ZONE 7	80,619	0.02841469
ALAMEDA COUNTY WD	42,000	0.01480317
ANTELOPE VALLEY-EAST KERN WA	144,844	0.05105120
SANTA CLARITA VALLEY WATER AGENCY	95,200	0.03355385
SANTA BARBARA COUNTY FC &WCD	45,486	0.01603183
CRESTLINE-LAKE ARROWHEAD WA	5,800	0.00204425
KERN COUNTY WATER AGENCY	79,000	0.02784406
METROPOLITAN WD OF SC	1,911,500	0.67372050
MOJAVE WATER AGENCY	89,800	0.03165059
NAPA COUNTY FC&WCD	29,025	0.01023005
PALMDALE WD	21,300	0.00750732
SAN BERNARDINO VALLEY MWD	102,600	0.03616203
SAN GORGONIO PASS WA	17,300	0.00609750
SAN LUIS OBISPO CO. FC&WCD	25,000	0.00881141
SANTA CLARA VALLEY WD	100,000	0.03524564
SOLANO COUNTY WA	47,756	0.01683191
TOTAL	2,837,230	1.00000000

## MWQI SPECIFIC PROJECT COMMITTEE CHARGE FACTORS

### TABLE 2

	M&I Table A	Proportionate Share
ALAMEDA CO FC&WCD - ZONE 7	80,619	0.02866729
ALAMEDA COUNTY WD	42,000	0.01493477
ANTELOPE VALLEY-EAST KERN WA	144,844	0.05150503
SANTA CLARITA VALLEY WATER AGENCY	95,200	0.03385214
SANTA BARBARA COUNTY FC &WCD	45,486	0.01617435
CRESTLINE-LAKE ARROWHEAD WA	5,800	0.00206242
KERN COUNTY WATER AGENCY	79,000	0.02809159
METROPOLITAN WD OF SC	1,911,500	0.67970970
MOJAVE WATER AGENCY	89,800	0.03193195
NAPA COUNTY FC&WCD	29,025	0.01032099
PALMDALE WD	21,300	0.00757406
SAN BERNARDINO VALLEY MWD	102,600	0.03648350
SAN GORGONIO PASS WA	17,300	0.00615170
SANTA CLARA VALLEY WD	100,000	0.03555897
SOLANO COUNTY WA	47,756	0.01698154
TOTAL	2,812,230	1.00000000

# ***STATE WATER CONTRACTORS***

## **MWQI PROGRAM**

### **SPECIFIC PROJECT AGREEMENT**

#### **Recitals**

WHEREAS, the parties to this Municipal Water Quality Investigation (MWQI) Program Specific Project Agreement (“Specific Project Agreement”) are members of the State Water Contractors (“SWC”); and

WHEREAS, State Water Project water quality issues are of considerable importance to the parties; and

WHEREAS, the parties to this Specific Project Agreement (“Specific Project Members” or “Parties”) will execute an agreement (“MWQI Agreement”) with the Department of Water Resources (“DWR”) providing for the parties’ participation in the MWQI Program for the period January 1, 2023 through December 31, 2025; and

WHEREAS, the MWQI Agreement will establish an MWQI Specific Project Committee (“SPC”) Account, not to exceed \$700,000 annually, whereby the MWQI SPC can use these funds to perform supplemental water quality related services for the MWQI Program to ensure that work is completed in a timely and cost-effective manner and to provide additional value to the MWQI Program;

WHEREAS, Santa Barbara County Flood Control and Water Conservation District (District) is an urban SWP Contractor and has authorized the Central Coast Water Authority (CCWA) to represent the District in the DWR MWQI Program and to enter into this Agreement on behalf of the District for the 2023-2025 term (See Letter of Authorization attached as **Exhibit A** to this Agreement.).

NOW, THEREFORE, it is agreed by and between the Parties as follows:

1. This Specific Project Agreement, upon execution, hereby supersedes and replaces in total all previous MWQI Program Specific Project Agreements.
2. This Specific Project Agreement shall become effective upon execution by Specific Project Members whose combined Maximum Table A amounts, as identified in Table 1 attached hereto, total at least 2.3 million acre-feet. This Specific Project Agreement shall terminate on December 31, 2025, except for payments or credits identified through re-determination pursuant to Paragraph 16 of the MWQI Agreement entered into between DWR, the SWC, and the Specific Project Members for the period January 1, 2023 through December 31, 2025.
3. The Specific Project Members hereby form the MWQI Specific Project Committee (“Committee”) of the SWC. Each Specific Project Member shall appoint a representative to the Committee to exercise the Member’s voting rights and may appoint an alternate to

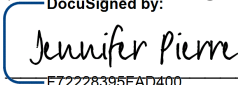
- the Committee. In the representative's absence, the alternate shall function as the representative.
4. The Committee anticipates that DWR will request the SWC General Manager to perform certain water quality related services through the MWQI SPC Account.
  5. On behalf of the SWC, the Committee shall each year review and approve the MWQI Work Plan items and budget prepared pursuant to the MWQI Agreement, and authorize the SWC General Manager to perform supplemental water quality related services as specified in the MWQI Agreement.
  6. On behalf of the SWC, the Committee shall (a) select, pursuant to a competitive process, direct and receive work performed by consultants; (b) direct the SWC General Manager's administration of consultant contracts; and (c) undertake any ancillary work related thereto.
  7. Individual Specific Project Member voting rights, as a percentage of all voting rights shall be allocated in the same percentages as costs are allocated in attached Table 1 – MWQI Specific Project Account. Committee actions shall only be effective if approved by a majority of the Specific Project Members and by a majority of the Members' voting rights.
  8. A project could include a study requested by certain Specific Project Members who share an interest in investigating a specific water quality matter (a "Special Project"). If the Committee seeks approval of a Special Project outside of the annual MWQI SPC Account \$700,000 limit allowed under the MWQI Agreement, the Committee shall direct the SWC General Manager to carry out such work only after the Committee establishes a scope of work, schedule, and budget and notifies each Specific Project Member in writing of its cost sharing proportion of the proposed Special Project. Any Specific Project Member may choose to "opt in" to participate in the Special Project by providing written notice within ten working days of notification. Each participating Specific Project Member's cost share of the proposed Special Project shall be allocated based upon its Table 1 value in proportion to all participating Specific Project Members' Table 1 values that "opt-in" to the proposed Special Project or as otherwise agreed to amongst the participating Specific Project Members. The General Manager shall, as soon as practicable, invoice only the participating Specific Project Members for the resulting costs incurred by the SWC.
  9. The Committee recognizes that the Committee will incur administrative costs resulting from, but not limited to, participation in meetings, negotiations, analysis and general operational overhead administrative costs not to exceed \$50,000 per year. Administrative costs shall be billed to the Specific Project Members or, in the case of Special Projects, to participating Specific Project Members, as appropriate, depending upon the direct or indirect nature of the charges.
  10. Specific Project Members may from time to time provide direct services to the Committee through use of their facilities and staff. Prior to carrying out such work, the Specific Project Member shall provide an estimate of the value of such services to the

Committee for their review and approval. Such services shall be administered by the SWC in the same manner as other consultant services, following the same procedures and limitations. The SWC shall compensate Specific Project Members for such services and recover the costs in accordance with Paragraphs 4 or 8 of this Specific Project Agreement as appropriate.

11. The Committee shall elect a Chairperson, Vice Chairperson, and such other officers, with titles and duties as determined by the Committee.
12. A Specific Project Member may terminate its participation in this Specific Project Agreement upon 30 days' notice to the SWC General Manager. Any terminating Member shall only be responsible for its share of any and all costs incurred or committed by the SWC prior to the notice.
13. This Specific Project Agreement shall not be considered to be a precedent.
14. The Specific Project Members agree to severally assume any liability of the SWC resulting from this Specific Project Agreement in proportion to their respective shares of costs. Each Specific Project Member agrees that all members of the SWC that are not participating in this Specific Project Agreement shall not incur any liability as a result of the SWC undertaking the work provided for by this Specific Project Agreement.
15. This Specific Project Agreement may be executed in counterparts.
16. The terms and conditions of the MWQI Agreement are incorporated by reference in this Specific Project Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Specific Project Agreement by authorized officials thereof on the dates indicated below.

**STATE WATER CONTRACTORS**

By:   
 Name: Jennifer Pierre  
 Title: General Manager  
 Date: 1/11/2022 | 7:56 PM PST

**ALAMEDA COUNTY WATER DISTRICT**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**ALAMEDA COUNTY FC&WCD, ZONE 7**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**ANTELOPE VALLEY-EAST KERN WATER AGENCY**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**CRESTLINE-LAKE ARROWHEAD WATER AGENCY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**KERN COUNTY WATER AGENCY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MOJAVE WATER AGENCY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PALMDALE WATER DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SAN GORGONIO PASS WATER AGENCY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SANTA CLARA VALLEY WATER DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SANTA CLARITA VALLEY WATER AGENCY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SOLANO COUNTY WATER AGENCY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

<sup>DS</sup>  
JP

**Table 1 - MWQI Specific Project Account**

<b>Participating SWP Contractor</b>	<b>Maximum Table A (acre-feet)*</b>	<b>Cost Allocation *</b>
Alameda County Flood Control and Water Conservation District, Zone 7	80,619	0.02866729
Alameda County Water District	42,000	0.01493477
Antelope Valley-East Kern Water Agency	144,844	0.05150503
Santa Clarita Valley Water Agency	95,200	0.03385214
Santa Barbara County Flood Control & Water Conservation District	45,486	0.01617435
Crestline-Lake Arrowhead Water Agency	5,800	0.00206242
Kern County Water Agency	79,000	0.02809159
Metropolitan Water District of Southern California	1,911,500	0.67970970
Mojave Water Agency	89,800	0.03193195
Napa County Flood Control and Water Conservation District	29,025	0.01032099
Palmdale Water District	21,300	0.00757406
San Bernardino Valley Municipal Water District	102,600	0.03648350
San Geronio Pass Water Agency	17,300	0.00615170
Santa Clara Valley Water District	100,000	0.03555897
Solano County Water Agency	47,756	0.01698154
<b>Total:</b>	<b>2,812,230</b>	<b>1.00000000</b>

\* Cost allocation is based on SWP contract Maximum Table A amounts (KCWA amount is based on Municipal and Industrial use for two member units).

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE: February 10, 2022

SUBJECT: Resolution 2022-03 Authorizing General Manager to Submit Grant Application for North Bay Aqueduct Alternate Intake Feasibility Investigations

RECOMMENDATIONS:


Adopt Resolution 2022-03 authorizing General Manager or designee to submit \$2,000,000 grant funding application to Department of Water Resources (DWR) for North Bay Aqueduct Alternate Intake Project feasibility investigations; execute funding agreement with DWR and any subsequent amendments; and any required documents, invoices and reports required to obtain grant funding.

FINANCIAL IMPACT:

\$200,000 grant funding match to be provided by Water Agency. There is adequate funding in the NBA budget for this expenditure.

BACKGROUND:

The North Bay Aqueduct (NBA) is part of the State Water Project (SWP), providing municipal water to over 500,000 residents and business in Napa and Solano County. Major urban centers including Vacaville, Vallejo, Fairfield, Napa, American Canyon, Calistoga, as well as Travis Air Force Base are served by the NBA. The NBA diverts raw water at the Barker Slough Pumping Plant (BSPP), located at the terminus of Barker Slough, a dead-end tidal channel connected to Lindsey Slough, Cache Slough, and ultimately the Sacramento River. The NBA’s source water quality is generally the poorest of all the SWP facilities, typically exhibiting the highest levels of total organic carbon, turbidity, and pathogens (California SWP – 2016 Watershed Sanitary Survey Update). Treating the NBA source water to drinking water quality standards is often challenging at best and in some instances impossible without blending the NBA source water with alternative supplies. Often, at least for those that have the option, the Solano NBA water users will avoid using any NBA water when water quality conditions are poor.

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 February 10, 2022 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

Page 2

Barker Slough and the BSPP are located within the Yolo Bypass – Cache Slough Complex (YBCSC) region, one of the last remaining refugia for native fish species in the Delta. State, federal, and local agencies are in the process of planning, implementing, and constructing large-scale tidal wetland restoration projects within the YBCSC to enhance native and endangered fish populations. Pursuant to State and Federal regulatory requirements, water diversions by the NBA must be curtailed if not suspended when endangered fish species are observed or suspected to be present at or near Barker Slough. As large-scale tidal wetland restoration – which is intended to increase the numbers of endangered fish species – proceeds, the frequency and duration with which water diversions by the NBA must be curtailed or suspended is likely to increase.

In summary, due to poor water quality and the presence of endangered fish species the NBA is typically “off-line” for three to six months of the year. The NBA already is an unreliable water supply, and future prospects are bleak. The ideal solution, while not cheap, is to relocate the BSPP to the Sacramento River. The purpose of the NBA Alternate Intake Project is to improve water supply reliability for the NBA service region while simultaneously providing ecological benefits in the YBCSC that support both the Central Valley Flood Protection Plan and the Delta Stewardship Council’s Delta Plan objectives and goals. Additional ecological feasibility studies are needed to among other things, confirm the ecological benefits the proposed NBA Alternate Intake Project can provide. For planning purposes, it is anticipated that these feasibility studies along with preliminary design, will require two to four years to complete, after which CEQA/NEPA review would occur over the next two to three years, followed by final design and construction – an additional five to eight years. Ideally, the NBA Alternate Intake Project would be completed and on-line in 15 years.

Grant funding is being requested to support the following feasibility studies:

1) Evaluation of ecological benefits	\$ 1,400,000
2) Irrigation needs assessment	\$ 200,000
3) Value engineering of core facility	\$ 200,000
4) Preliminary engineering for CEQA/NEPA analysis	\$ 400,000

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:

Adoption of Resolution 2022-01 is consistent with Goal # 1 (*Optimize the management of the County’s current and future water resources in a sustainable manner*) and Goal # 4 (*Protect access to reliable water supplies under current and future stressors*) of the 2016-2025 Strategic Plan.

RESOLUTION NO. 2022-03  
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOLANO COUNTY WATER AGENCY  
AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION  
FOR THE NORTH BAY AQUEDUCT ALTERNATE INTAKE PROJECT

WHEREAS, Solano County Water Agency proposes to implement **North Bay Aqueduct Alternate Intake Project**;

WHEREAS, Solano County Water Agency has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, Solano County Water Agency intends to apply for grant funding from the California Department of Water Resources for the **North Bay Aqueduct Alternate Intake Project**;

THEREFORE, BE IT RESOLVED by the Board of Directors of the Solano County Water Agency as follows:

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 240, § 80), the Solano County Water Agency General Manager, or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources, and take such other actions necessary or appropriate to obtain grant funding.
2. The Solano County Water Agency General Manager, or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. The Solano County Water Agency General Manager, or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

CERTIFICATION I hereby certify that the foregoing Resolution was duly and regularly adopted by the Board of Directors of the Solano County Water Agency at the meeting held on February 10, 2022, motion by [member name] and seconded by [member name], motion passed by the following vote:

AYES:

NOES:

ABSTAIN:

Attest:

---

Jim Spering  
Chair, Board of Directors

Attest:

---

Roland Sanford  
General Manager

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE: February 10, 2022

SUBJECT: Adoption of “Solano County Multi-Jurisdictional Hazard Mitigation Plan and Solano County Water Agency Annex”

RECOMMENDATIONS:

Adopt “Solano County Multi-Jurisdictional Hazard Mitigation Plan and Solano County Water Agency Annex” via Resolution 2022-04.

FINANCIAL IMPACT:


None.

BACKGROUND:

Over the past 18 months, Solano County along with the participating jurisdictions have developed the first county-wide multi-jurisdictional hazard mitigation plan for Solano County. The purpose of a Hazard Mitigation Plan is to identify and implement long-term actions to reduce the loss of life, personal injury, and property damage that can result from natural disasters. All participating jurisdictions, the Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) Planning Committee, and the public have reviewed the MJHMP. The respective Boards and Councils of the participating jurisdictions are now being asked to adopt the Solano MJHMP.

The plan was developed by the MJHMP Planning Committee, made up of participants from all participating jurisdictions advising on hazard and mitigation action priorities both for the County as a whole and each jurisdiction individually, with expertise from the consultants on the project, Dynamic Planning + Science. The plan was reviewed by the public from July 29 – October 26, 2021, and all comments have been addressed. The MJHMP has also been reviewed by the California Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA). FEMA issued a December 16, 2021 letter confirming that the MJHMP is “approvable pending adoption”.

Adoption of the Solano County Multi-Jurisdictional Hazard Mitigation Plan and Solano County Water Agency Annex is a prerequisite for participation in certain FEMA and Cal OES hazard mitigation grant programs.

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 February 10, 2022 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

The following jurisdictions are participating in the 2021 MJHMP:

- Solano County
- City of Benicia
- City of Dixon
- City of Fairfield
- City of Rio Vista
- City of Suisun City
- City of Vacaville
- City of Vallejo
- Solano County Water Agency
- Vallejo Flood and Wastewater District
- Solano Irrigation District (pending ongoing planning process)

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:

Adoption of Resolution 2022-04 is consistent with Goal # 1 (*Optimize the management of the County’s current and future water resources in a sustainable manner*) and Goal # 4 (*Protect access to reliable water supplies under current and future stressors*) of the 2016-2025 Strategic Plan.

## **RESOLUTION NUMBER 2022-04**

### **ADOPTING THE SOLANO COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN AND SOLANO COUNTY WATER AGENCY ANNEX**

**WHEREAS** the Solano County Water Agency seeking FEMA approval of hazard mitigation plan, a political subdivision of the State of California, is an official participating jurisdiction in the updated Solano County Multi-Jurisdictional Hazard Mitigation Plan (“MJHMP”), and;

**WHEREAS** the Solano County Water Agency recognizes the updated MJHMP as the official hazard mitigation plan for participating jurisdictions, and;

**WHEREAS** the Solano County Water Agency has gathered information and prepared the updated MJHMP in accordance with Federal Emergency Management Agency (FEMA) requirements at 44 CFR § 201.6, and;

**WHEREAS** Volume 1 of the updated MJHMP recognizes the threat that natural hazards pose to people and property Solano County-wide, and;

**WHEREAS** the Solano County Water Agency’s Annex to Volume 1 of the updated MJHMP provides additional information specific to the Solano County Water Agency, with a focus on providing additional details on the planning process, risk assessment, and mitigation strategy for this community, and;

**WHEREAS** the Solano County Water Agency has reviewed Volume 1 of the updated MJHMP and its Annex and affirms that the plan actions in Volume 1 and its Annex should reduce the potential for harm to people and property from future hazard occurrences within the community, and;

**WHEREAS** the U. S. Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards, and;

**WHEREAS** the Disaster Mitigation Act made available mitigation grants to state and local governments, and;

**WHEREAS** an adopted hazard mitigation plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs, and;

**WHEREAS** the Solano County Water Agency fully participated in the FEMA-prescribed mitigation planning process to prepare this updated MJHMP, and;

**WHEREAS** the residents were afforded opportunities to comment and provide input in the updated MJHMP and the mitigation actions in the Plan, and;

**WHEREAS** the Solano County Water Agency, as a fully participating jurisdiction of the updated MJHMP, is an eligible sub-applicant to the State of California under FEMA’s hazard mitigation grant program guidance, and;

**WHEREAS** the California Office of Emergency Services (Cal OES), and the FEMA Region IX officials have reviewed the updated MJHMP, and approved it contingent upon this official adoption by the participating governing body, and;

**WHEREAS** the Solano County Water Agency desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the updated MJHMP, and;

**WHEREAS** adoption by the governing body for the Solano County Water Agency demonstrates the jurisdiction's commitment to fulfilling the mitigation goals and objectives outlined in this updated MJHMP, and;

**WHEREAS** adoption of this plan helps to coordinate the responsible agencies to carry out their responsibilities under the updated MJHMP.

**NOW THEREFORE BE IT RESOLVED** by the Board of Directors of the Solano County Water Agency:

This Board of Directors finds the facts mentioned above to be true and further finds that this Board of Directors has jurisdiction to consider, approve, and adopt the subject of this Resolution.

This Board of Directors does hereby adopt the updated Solano County Multi-Jurisdictional Hazard Mitigation Plan Volume 1 and its Annex, as approved by FEMA and Cal OES, as the official mitigation plan for the Solano County Water Agency.

This Board of Directors authorizes the Solano County Emergency Service Manager to submit an approved and signed copy of this adoption resolution to the California Office of Emergency Services and FEMA Region IX officials to enable the plan's final approval in accordance with the requirements of the Disaster Mitigation Act of 2000.

---

I, ROLAND SANFORD, General Manager and Secretary to the Board of Directors of the Solano County Water Agency, do hereby certify that the foregoing resolution was regularly introduced, passed and adopted by said Board of Directors, at a regular meeting thereof held on February 10, 2022, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

---

Roland Sanford  
General Manager and Secretary to the Board of  
Directors of the Solano County Water Agency

## **SECTION 8**

### **JURISDICTIONAL ANNEX:**

---

# **Solano County Water Agency**



## **SOLANO COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**



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# Solano County

## Multi-Jurisdiction Hazard Mitigation Plan

### SOLANO COUNTY WATER AGENCY (SCWA.)

#### Special District Annex

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## Adoption Resolution

To comply with DMA 2000, the Solano County Water Agency has officially adopted this Solano County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP), Volume 1, and its jurisdictional annex. The adoption of the MJHMP recognizes the Agency's commitment to reducing the impacts of natural hazards. See included adoption resolution.

**ADOPTION RECORD TO BE INSERTED UPON COMPLETION.**



## Section 8. Solano County Water Agency

### 8.1 Purpose

This Annex details the hazard mitigation planning elements specific to the Solano County Water Agency. This Annex is not intended to be a standalone document but appends to and supplements the information contained in the umbrella plan document. As such, all sections of the umbrella plan, including the planning process and other procedural requirements apply to and were met by the Solano County Water Agency. This Annex provides additional information specific to the Solano County Water Agency, with a focus on providing additional details on the planning process, risk assessment, and mitigation strategy for this community.

#### Hazard Mitigation Plan Points of Contact

##### Primary Point of Contact

Jeff Barich, Senior Water Resources Engineer  
Solano County Water Agency  
810 Vaca Valley Pkwy #203,  
Vacaville, CA 95688  
Telephone: (707) 455-1109  
e-mail: JBarich@scwa2.com

##### Alternate Point of Contact

Alex Rabidoux, Principal Water Resources Engineer  
Solano County Water Agency  
810 Vaca Valley Pkwy #203,  
Vacaville, CA 95688  
Telephone: (707) 455-1106  
e-mail: ARabidoux@scwa2.com

### 8.2 Planning Methodology

The Solano County Water Agency followed the planning process detailed in Volume 1, Section 3, including participating in the County Hazard Mitigation Planning Committee (HMPC) and Steering Committee and formulating their own internal planning team to support the broader planning process. Internal planning participants, their positions, and how they participated in the planning process are shown in Table 8-1.

Table 8-1: Planning Committee Members

Planning Committee Members	Department
Jeff Barich	Senior Water Resources Engineer
Alex Rabidoux	Principal Water Resources Engineer
Roland Sanford	General Manager
Gustavo Cruz	Assistant Water Resources Engineer
Katherine Ashley	Administrative Assistant
Rich Marovich	Streamkeeper
Sandra Willingmyre	Accountant I
Thomas Pate	Water Policy Analyst/District Engineer

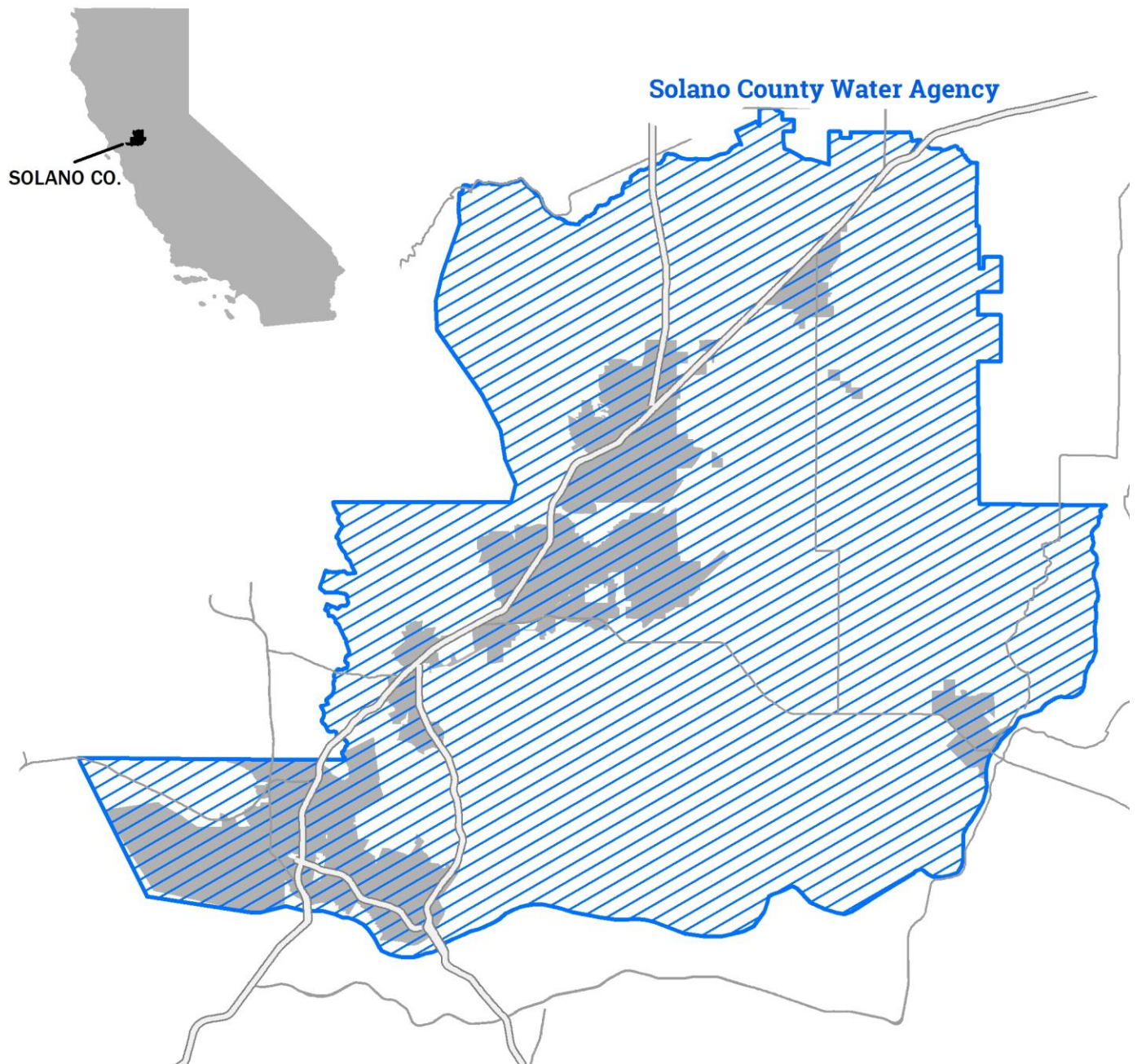


Figure 8-1: Solano County Water Agency Location



## 8.3 What's New

The Solano County Water Agency has not had a hazard mitigation plan since participating in the 2011 Association of Bay Area Governments MJHMP. Because the Agency's annex to the ABAG Plan is more than a decade old, no previous mitigation actions were included in this MJHMP. After the recent LNU Wildfire, SCWA has a better understanding of the benefits and importance of the HMP. Starting fresh will ensure that the Agency's mitigation strategy addresses its most pressing current vulnerabilities. The Agency's efforts to incorporate hazard mitigation planning into other planning mechanisms are documented in Section 8.5.1, the Capabilities Assessment.

### **Pleasants Creek Watershed Restoration:**

SCWA and the Lower Putah Creek Coordinating Committee (LPCCC) constructed rock vanes to address erosion in Pleasants Creek following the 2020 LNU Lightning Complex wildfires. The Pleasants Creek watershed has contributed to approximately 90% of the sediment in Lake Solano and all points downstream. This has led to both water quality and water operation concerns with regards to the Solano Project, as well as ecosystem degradation to Putah Creek. The 2020 LNU Complex fires compounded these problems when it burned the entire Pleasants Creek



Figure 8-2: Rock Vanes Installed after LNU Fire by SCWA

*Source: Solano County Water Agency*

watershed and consequently increased the risk of erosion and downstream sedimentation. SCWA installed over 80 rock vanes along the floor of Pleasants Creek in 2020. Rock vanes trap sediment and raise the bed elevation of the channel, consequently rebuilding the floodplains and natural deposits. This benefits the natural ecosystem, groundwater levels, and the main water supply for Solano County. The success of this project frames the focus in this HMP Annex on additional needed erosion control work throughout the Lower Putah Watershed.

**Generators for Redundant Power Supply:** Beginning with the 2017 Atlas Fire and later by Public Safety Power Shutoffs by PG&E, there has been a strong need for a redundant power supply to the various North Bay Aqueduct (NBA) pumping plants. Currently, a portable generator is rented for over 6-months each year, to provide redundant power at the NBA Cordelia Pumping Plant. Beginning in 2022, SCWA and Napa County Flood anticipate spending over \$3 million for the purchase of a portable standby generator that can be used at either the Barker Slough Pumping Plant or Cordelia Pumping Plant locations. This increases resiliency during disaster events and especially during Public Service Power Shutoffs (PSPS) occurring during high wind events.



## 8.4 Risk Assessment

The intent of this section is to profile the Solano County Water Agency's hazards and assess the Agency's vulnerabilities, distinct from that of the County wide planning area. The hazard profiles in Volume 1 discuss overall impacts to the planning area and describes the hazard problem description, hazard extent, magnitude/severity, previous occurrences of hazard events and the likelihood of future occurrences. For more information on Risk Assessment Methodologies, see Vol. 1 and Appendix A.

### 8.4.1 Hazard Screening Criteria

Planning Team members from each participating jurisdiction collectively discussed which hazards should be profiled in the Plan and which should not. The results of that discussion can be found in Table 8-2. Detailed hazard profiles of the most significant County wide hazards are described in Section 4 of Volume 1. The Planning Team reviewed previously-prepared hazard mitigation plans and other relevant documents to determine the realm of natural hazards that have the potential to affect the Solano County Water Agency. Table 8-3 provides a crosswalk of hazards identified in Vol. 1 of this plan, the Solano County Water Agency General Plan, and 2018 California State Hazard Mitigation Plan. The crosswalk was used to develop a preliminary hazards list, providing a framework for the Planning Team members to evaluate which hazards were truly relevant to the Solano County Water Agency and which ones were not. Section 8.4.2 below describes the hazard risk ranking process that was performed by the planning team which prioritized hazards that are specifically relevant to the Solano County Water Agency.



Table 8-2: County-Wide Hazard Prioritization

Hazard Type	Explanation
<b>Climate Change</b>	<b>High priority county-wide, profiled hazard.</b>
<b>Dam/ Levee failure</b>	Dam failure is possible in Solano County but is best addressed in other plans, specifically Emergency Action Plans for high hazard dams affecting Solano County.
<b>Drought</b>	<b>High priority county-wide, profiled hazard.</b>
<b>Earthquake/ Geologic Hazards</b>	<b>High priority county-wide, profiled hazard.</b>
<b>Flood</b>	<b>High priority county-wide, profiled hazard.</b>
<b>Hazardous Material</b>	While hazardous materials can release and impact the County, there are better avenues to address this hazard outside this plan.
<b>High Winds/ Straight Line Winds</b>	<b>High priority county-wide, profiled as part of Extreme Weather.</b>
<b>Insect Hazards</b>	While hazardous insects exist in Solano County, this was not considered a priority and is not profiled in this plan.
<b>Pandemic Disease</b>	While pandemic disease can impact the County, there are better avenues to address this hazard outside this plan.
<b>Extreme Weather, including:</b>	<b>High priority county-wide for high wind, heavy rain, and high heat.</b>
Extreme Heat	<b>Profiled as part of Extreme Weather.</b>
Hail	Hail events are rare and not considered a priority.
High Wind	<b>Profiled as part of Extreme Weather.</b>
Heavy Rain	<b>Profiled as part of Extreme Weather.</b>
Fog	Fog events are rare and are not considered a priority.
Lightning	Not a priority as an extreme weather event; discussed as source of wildfire.
Severe Thunderstorm	Severe thunderstorms were not identified as a priority in this plan.
Winter Storm / Extreme Cold/ Freeze Events	Winter storms are rare in Solano County and not identified as a priority for this plan.
<b>Slope Failure</b>	<b>High priority county-wide, profiled hazard.</b>
<b>Soil Hazards</b>	While limited soil hazards exist in Solano County (erosion and shifting soils), these are not prioritized in this plan. Erosion discussed under flood hazard.
<b>Terrorism/Human Caused Threats</b>	While terrorism is certainly a threat to the County and participating jurisdictions, it is best addressed in other plans as this HMP does not address human-caused threats.
<b>Tornado</b>	Impacts to the County from tornados are extremely unlikely, if any.
<b>Volcanic Activity</b>	Due to distance from volcanoes and the limited chance of an eruption, this hazard was not identified as a priority.
<b>Wildfire</b>	<b>High priority county-wide, profiled hazard.</b>



Table 8-3: Document Review Crosswalk

Hazards	2008 Solano County General Plan	2015 Urban Water Management Plan	2014 Solano County HMP	2018 California State HMP
Agricultural Pests				■
Climate Change	■		■	■
Dam Failure	■	■	■	■
Drought		■	■	■
Earthquake	■	■	■	■
Extreme Weather			■	■
Flood	■		■	■
Landslide	■	■	■	■
Levee Failure	■			■
Manmade Hazards				■
Pandemic Disease				■
Sea Level Rise	■		■	■
Soil Hazards	■			■
Terrorism & Tech Hazards				■
Tsunami	■			■
Volcano				■
Wildfire	■		■	■

## 8.4.2 Hazard Risk Ranking

The Solano County Water Agency's Planning Team used the same hazard prioritization process as the Solano County Hazard Mitigation Planning Committee. This process is described in detail in Section 4.3.1 of Vol. 1. Figure 8-3 displays the results of the hazard risk ranking exercise that was performed by the Planning Team. The Planning Team chose to assess the Solano County Water Agency's vulnerability to the following hazards:

- Wildfire
- Flood
- Earthquake
- Extreme Weather (heavy rain)
- Drought
- Slope Failure
- Climate Change

All of these hazards have been profiled in Vol. 1 of this document. The purpose of this annex is to specifically address the Solano County Water Agency's vulnerability to these specifically-identified hazards.



## 8.4.3 Vulnerability Assessment

Assessing vulnerabilities exposes the unique characteristics of individual hazards and begins the process of narrowing down which areas within the Solano County Water Agency are vulnerable to specific hazard events. The vulnerability assessment considered unique local knowledge of hazards and impacts and a GIS overlaying method for examining such vulnerabilities more in depth. Using these methods, participating jurisdictions estimated vulnerable populations, infrastructure, and potential losses from hazards.

### 8.4.3.1 Risk Assessment

Each participating jurisdiction developed a risk matrix that assessed the probability and impact of various hazards within the jurisdiction. Figure 8-3 is the jurisdiction's risk assessment, which was completed in part using the web based and interactive Risk Assessment Mapping Platform (RAMP), accessed via the project website at [www.mitigatehazards.com](http://www.mitigatehazards.com). RAMP allows interactive discovery of robust risk, vulnerability, and exposure data developed especially for Solano County. RAMP is a mapping platform built specifically for mitigation planning. It displays County/jurisdiction facilities and buildings overlaid with natural hazards layers to bring interactivity and individual discovery to the GIS analysis performed for the MJHMP. See Vol. 1 for a detailed description of RAMP. The Planning Team used RAMP in meetings and as needed to understand vulnerabilities to the Solano County Water Agency. Users interactively filter facilities and buildings by natural hazard zones and/or construction characteristics.

The Solano County Water Agency identified particular vulnerabilities within the Lower Putah Creek Watershed immediately below Monticello Dam, for the watershed area between Monticello Dam and the Putah Diversion Dam. Much of the watershed consists of poorly consolidated materials, including mudstone and sandstone that lack strength and are prone to erosion. This is compounded with recent wildfire events that have left significant burn scars in the watershed. Much of the focus of the Agency's problem statements centers around erosion and sedimentation issues in the Lower Putah Creek Watershed. *See* Section 8.4.3.4. The mapping included as Figure 8-15 zooms in on major tributaries of the watershed overlaid with recent burn scars.



### 8.4.3.2 Snapshot Exposure Maps and Damage Estimation Tables

The included snapshot maps and damage estimation tables illustrate the Solano County Water Agency's vulnerability to specific hazards. Based on the risk assessment, the snapshot maps focus on those hazards prioritized by the jurisdiction. These maps helped the Planning Team understand the exposure of population, parcels, and critical infrastructure to specific hazards. Each map contains an exposure summary that displays the percent of the population, the improvement and content value of parcels, and the amount of critical infrastructure that is exposed to each respective hazard. For flood and earthquake, detailed damage estimations were conducted through FEMA's Hazus software and are shown in tabular form. Additional mapping is also included. Figures and tables include:

- Figure 8-4: Solano County Water Agency – Mean Fire Return Interval
- Figure 8-5: Solano County Water Agency - Wildfire Risk Exposure
- Figure 8-6: Solano County Water Agency - FEMA Flood Risk Exposure
- Table 8-4: Damage Estimate Summaries, 100YR Flood
- Table 8-5: Damage Estimate Summaries, 500YR Flood
- Figure 8-7: Solano County Water Agency– BAM 200 YR Flooding and Awareness Zones
- Figure 8-8: Solano County Water Agency– Concord Green Valley EQ Scenario (M6.8)
- Figure 8-9: Solano County Water Agency–Hayward Rodger's Creek EQ Scenario (M7.1)
- Table 8-6: Concord Green Valley Damage Estimate Summary
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- Figure 8-13: Solano County Water Agency– Drought Severity Timeline for Solano County
- Figure 8-14: Solano County Water Agency– Landslide Risk Exposure
- Figure 8-15: Lower Putah Creek and Burn Perimeter Overlap
- Figure 8-16: Solano County Water Agency– RCP Comparison



## Risk Assessment Matrix Definitions

### PROBABILITY RATING

The likelihood of a hazard event occurring within a time period?

PROBABILITY	Highly Likely	<b>Highly likely</b> - 100% annual probability. Or likely to occur every year in your lifetime.
	Likely	<b>Likely</b> - Between 10 and 100% annual probability. Or will occur several times in your lifetime.
	Possible	<b>Possible</b> - Between 1 and 10% annual probability. Or likely to occur some time in your lifetime.
	Unlikely	<b>Unlikely</b> - Less than 1% annual probability. Or unlikely but possible to occur in your lifetime.

### IMPACT RATING

In terms of injuries, damage, or death, would you anticipate impacts to be minor, limited, critical, or catastrophic when a significant hazard event occurs? The impact could be in terms of one hazard event (flooding from a culvert failure) or a large-scale event (multiple rivers flooding) in the same jurisdictional boundary.

IMPACT			
Minor	Limited	Critical	Catastrophic
<b>Minor</b> - Very few injuries, if any. Only minor property damage and minimal disruption on quality of life. Temporary shutdown of critical facilities.	<b>Limited</b> - Minor injuries only. Approx. 10% or less of property in disaster footprint damaged or destroyed. Complete shutdown of critical facilities for more than one day.	<b>Critical</b> - Multiple deaths/injuries possible. Between 25% and 50% of property in disaster footprint is damaged or destroyed. Complete shutdown of critical facilities for more than one week.	<b>Catastrophic</b> - High number of deaths/injuries possible. More than 50% of property in affected area damaged or destroyed. Complete shutdown of critical facilities for 30 days or more.

To concentrate resources on highest priority hazards, the jurisdictional planning team will focus on "High" and "Extreme" risk hazards in this annex. These hazards have higher probability and greater impact as it relates to the jurisdiction's planning area.

Hazard definitions are included in Vol. 1 of this plan.

### Hazard Information / Legend:



**Climate Change** is prioritized for all jurisdictions.

**Sea-Level Rise** is a subhazard of climate change for some jurisdictions (County, Vallejo, Benicia, Suisun City, Fairfield).



Extreme Weather in Solano County includes high heat, high wind, and heavy rain.



If a hazard symbol is grey, the planning team did not develop hazard vulnerability information due to lower perceived probability and impact.

### SCWA Risk Matrix

		IMPACT			
		Minor	Limited	Critical	Catastrophic
PROBABILITY	Highly Likely	Medium	High	Extreme	
	Likely	Medium		Extreme	
	Possible	Low	Medium	High	
	Unlikely	Low	Low	Medium	Medium

Figure 8-3: Solano County Water Agency Risk Assessment

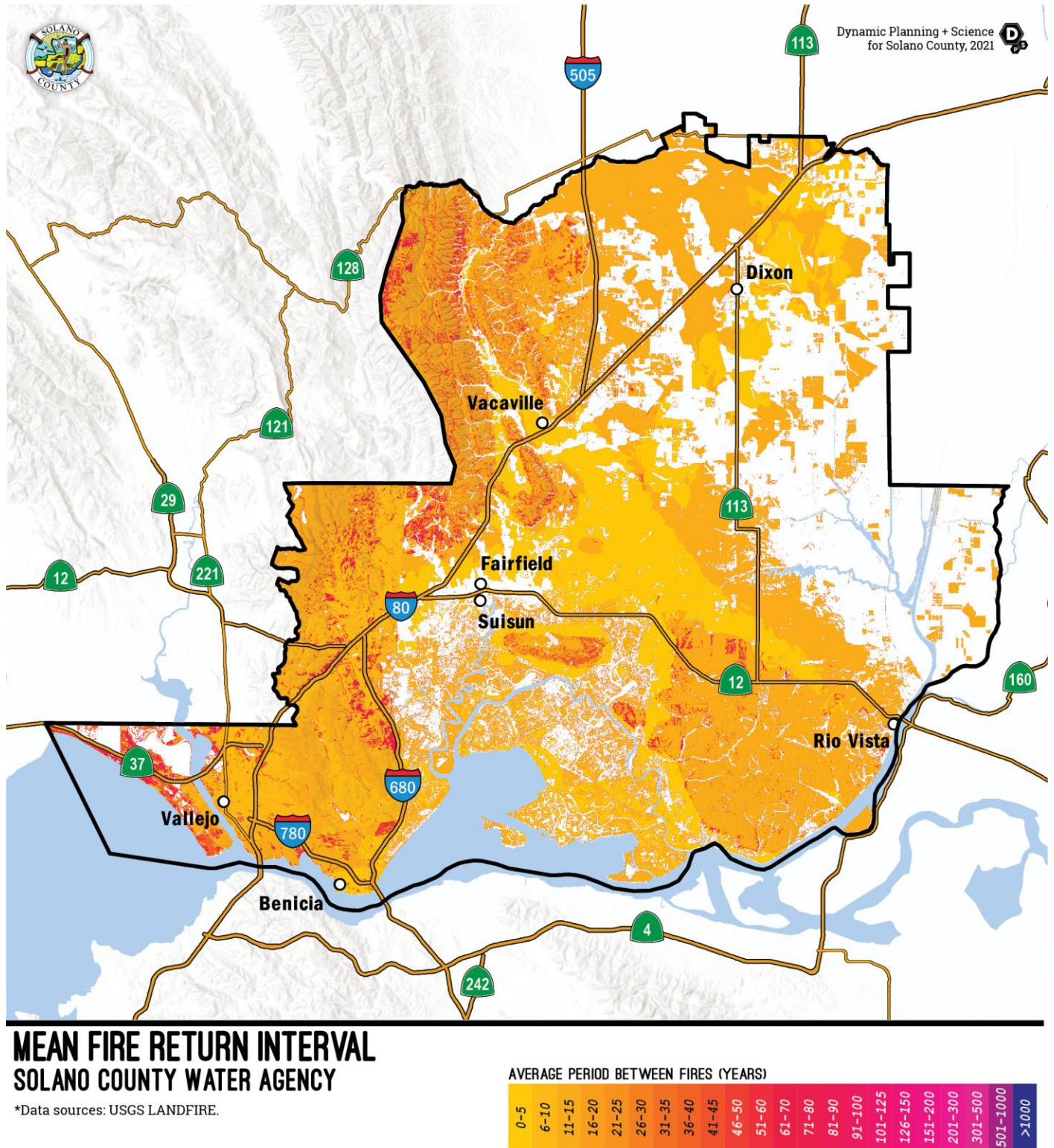


Figure 8-4: Solano County Water Agency – Mean Fire Return Interval



## WILDFIRE RISK EXPOSURE

## SOLANO COUNTY WATER AGENCY

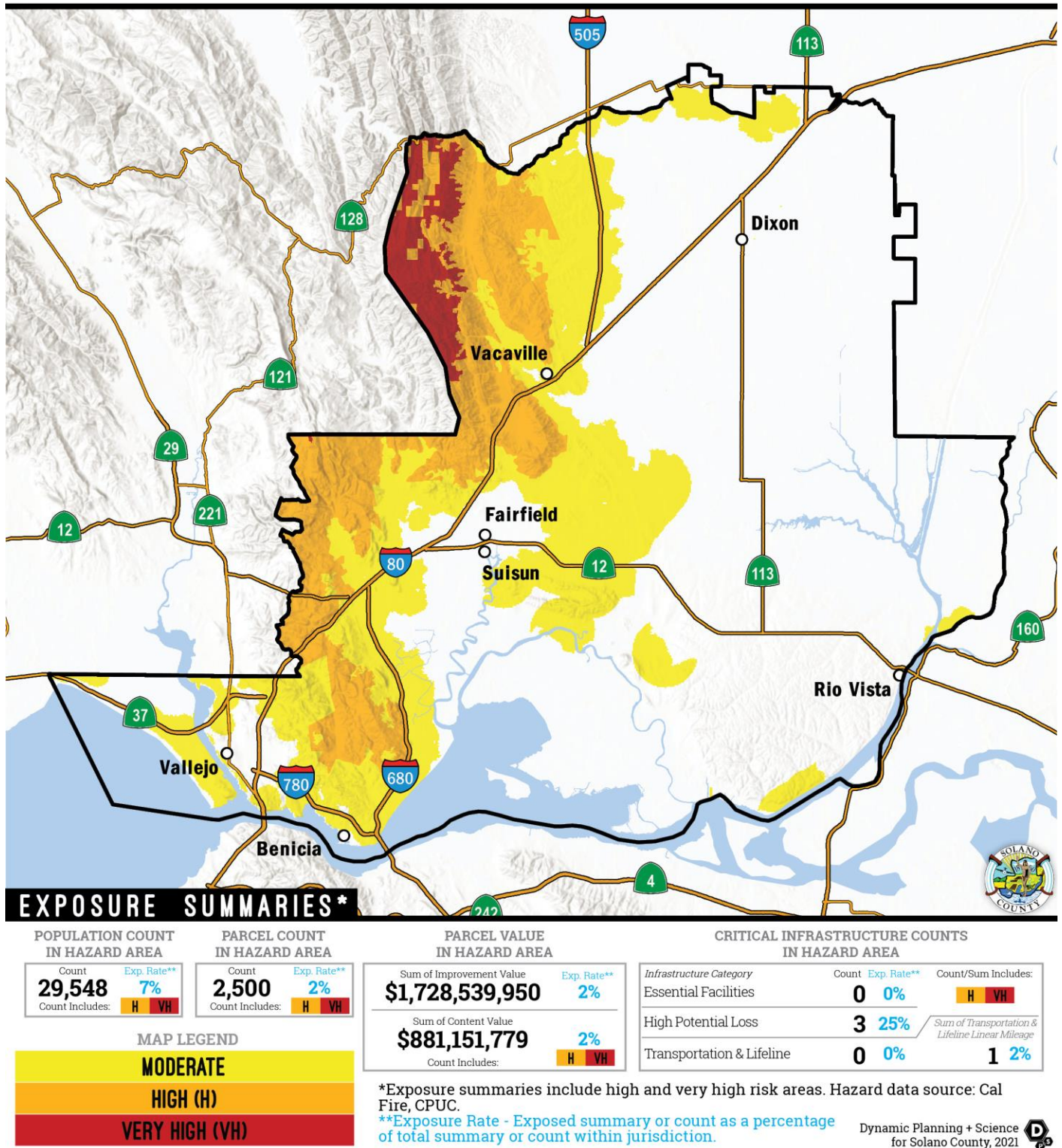


Figure 8-5: Solano County Water Agency - Wildfire Risk Exposure

## FEMA FLOOD RISK EXPOSURE

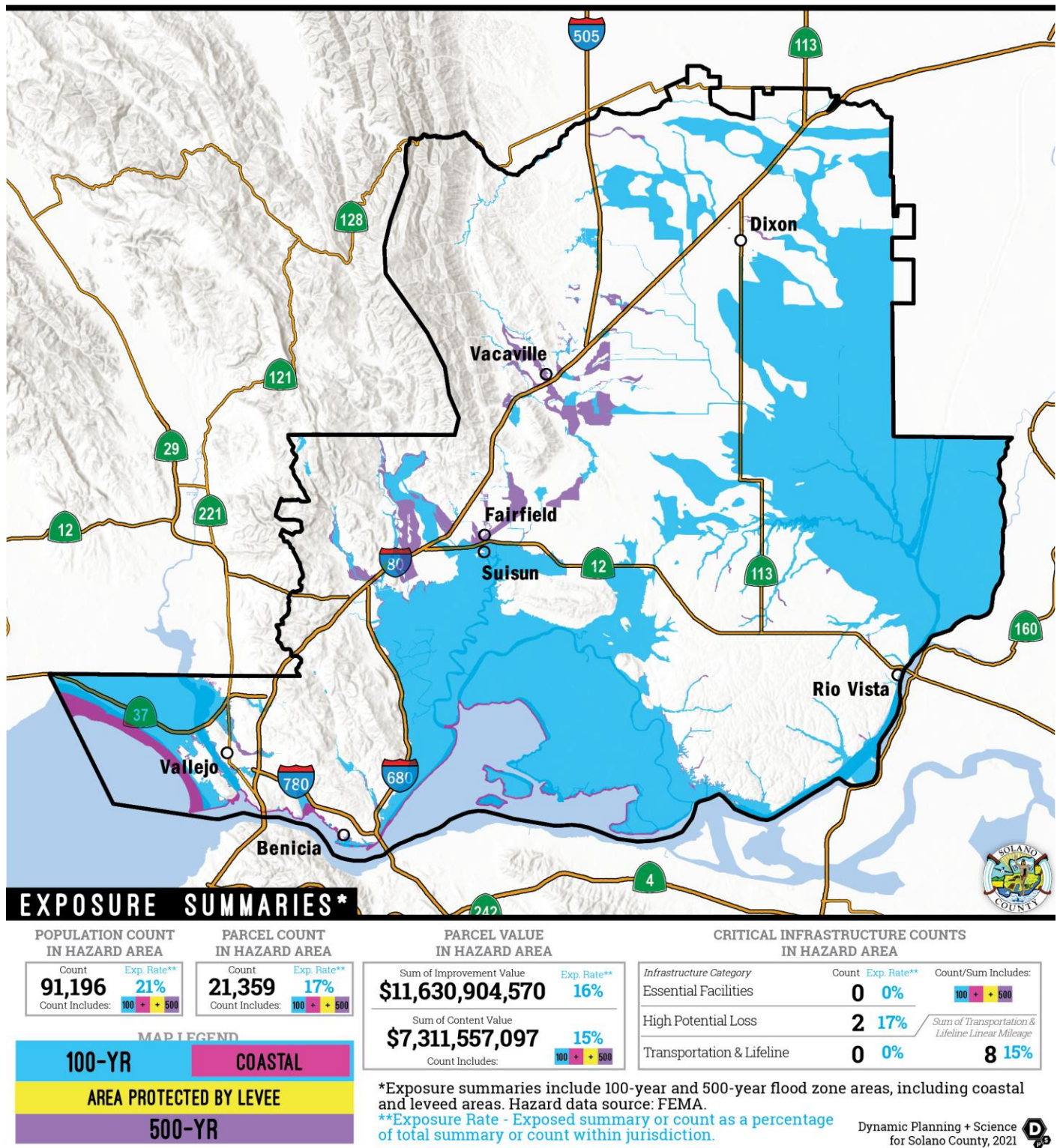
**SOLANO COUNTY WATER AGENCY**

Figure 8-6: Solano County Water Agency - FEMA Flood Risk Exposure



Table 8-4: Damage Estimate Summaries, 100YR Flood, Total Unincorporated County

Building Type	Building Damage (\$)	Building Damage (% of total loss)	Content Damage (\$)	Content Damage (% of total loss)	Total Damage (\$)	Proportion of Loss (%)
Agriculture	\$9,376,380	8.1%	\$13,882,650	11.9%	\$23,259,031	20%
Commercial	\$1,575,984	1.4%	\$3,614,943	3.1%	\$5,190,927	4%
Education*	\$0	0.0%	\$0	0.0%	\$0	0%
Emergency	\$0	0.0%	\$0	0.0%	\$0	0%
Government	\$53,252	0.0%	\$319,509	0.3%	\$372,761	0%
Industrial	\$891,820	0.8%	\$2,164,317	1.9%	\$3,056,138	3%
Religion	\$199,289	0.2%	\$1,551,641	1.3%	\$1,750,930	2%
Residential	\$63,816,768	54.8%	\$18,999,999	16.3%	\$82,816,767	71%
<b>Total</b>	<b>\$75,913,494</b>	<b>65%</b>	<b>\$40,533,060</b>	<b>35%</b>	<b>\$116,446,553</b>	

\*School district asset information not available during time of Hazus analysis.

Note: Total Inventory Values

1 - Building Replacement Costs = \$3,773,922,295

2 - Content Replacement Costs = \$2,667,166,517

3 - Total Value = \$6,441,088,812

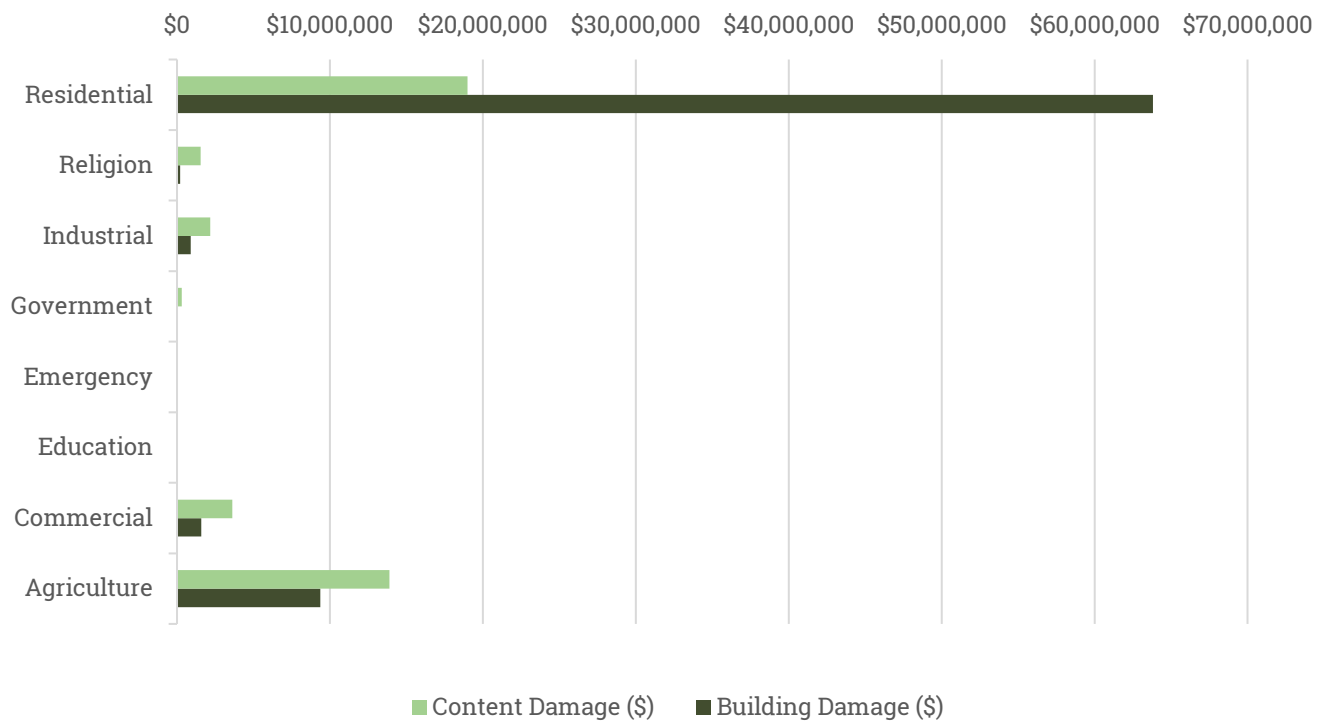




Table 8-5: Damage Estimate Summaries, 500YR Flood, Total Unincorporated County

Building Type	Building Damage (\$)	Building Damage (% of total loss)	Content Damage (\$)	Content Damage (% of total loss)	Total Damage (\$)	Proportion of Loss (%)
Agriculture	\$240,642	0.8%	\$958,992	3.1%	\$1,199,634	4%
Commercial	\$832,636	2.7%	\$2,755,509	8.9%	\$3,588,145	12%
Education*	\$0	0.0%	\$0	0.0%	\$0	0%
Emergency	\$0	0.0%	\$0	0.0%	\$0	0%
Government	\$2,035,426	6.6%	\$12,058,289	39.1%	\$14,093,715	46%
Industrial	\$0	0.0%	\$0	0.0%	\$0	0%
Religion	\$0	0.0%	\$0	0.0%	\$0	0%
Residential	\$8,953,888	29.0%	\$2,990,903	9.7%	\$11,944,791	39%
<b>Total</b>	<b>\$12,062,592</b>	<b>39%</b>	<b>\$18,763,694</b>	<b>61%</b>	<b>\$30,826,286</b>	

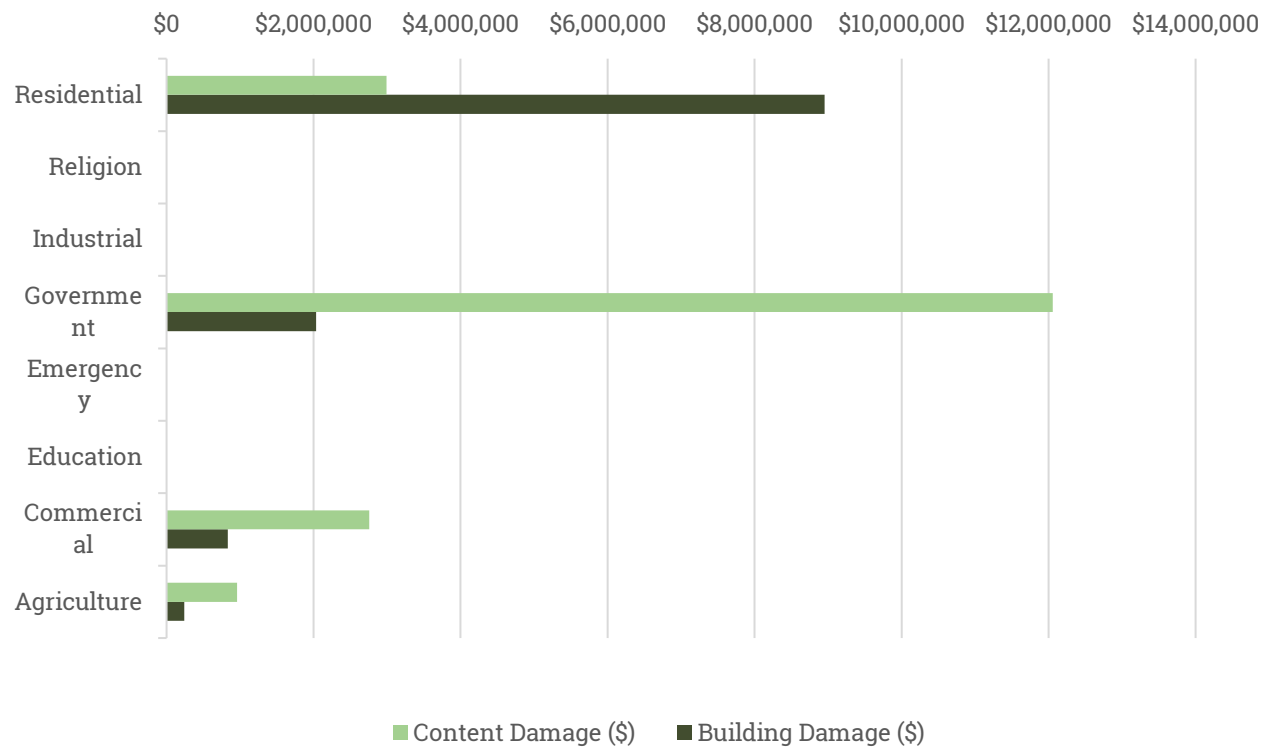
\*School district asset information not available during time of Hazus analysis.

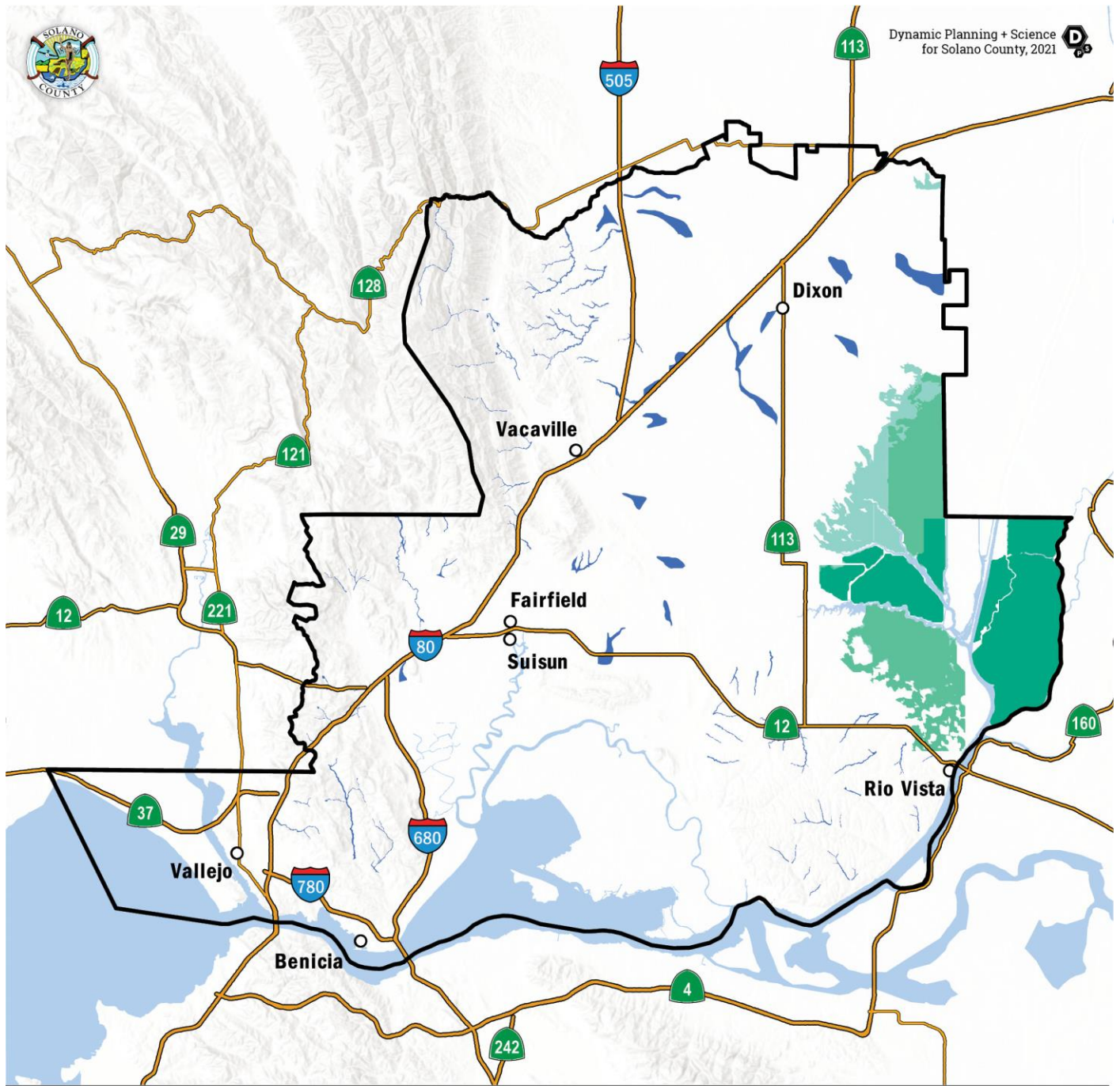
Note: Total Inventory Values

1 - Building Replacement Costs = \$3,773,922,295

2 - Content Replacement Costs = \$2,667,166,517

3 - Total Value = \$6,441,088,812





## BAM 200-YR FLOODING AND AWARENESS ZONES SOLANO COUNTY WATER AGENCY

\*Data sources: DWR.

### FEMA FLOOD ZONES

100-YR (SFHA) 500-YR

### DWR AWARENESS ZONES

### USACE SAC. SAN JOAQUIN R. COMPREHENSIVE STUDY

100-YR 200-YR 500-YR

Legend above represents all possible flood classes - may not be present on map

Figure 8-7: Solano County Water Agency– BAM 200 YR Flooding and Awareness Zones



CONCORD-GREEN VALLEY EARTHQUAKE SCENARIO (M6.8)

SOLANO COUNTY WATER AGENCY

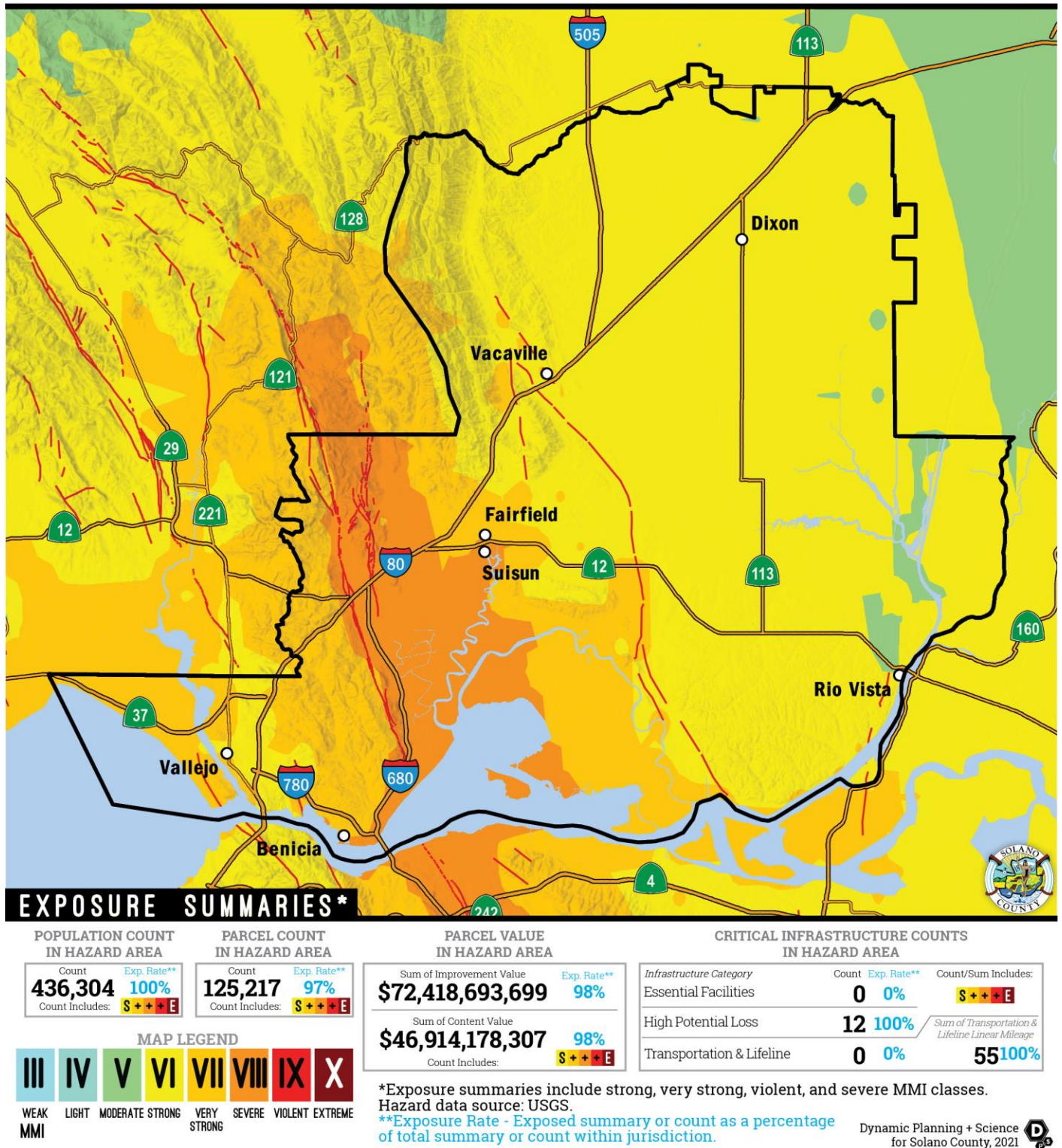


Figure 8-8: Solano County Water Agency– Concord Green Valley EQ Scenario (M6.8)



## HAYWARD-RODGER'S CREEK EARTHQUAKE SCENARIO (M7.1)

## SOLANO COUNTY WATER AGENCY

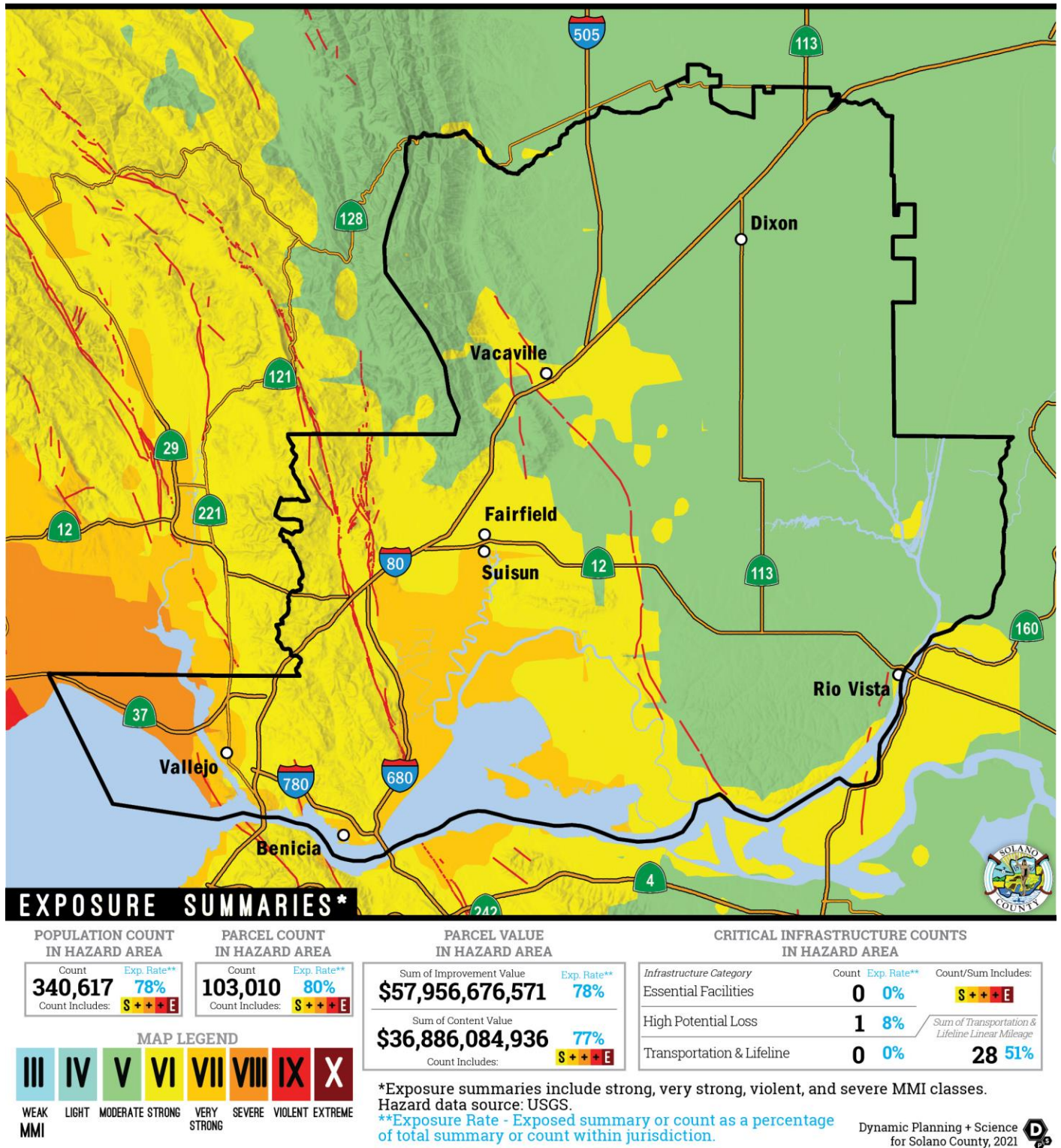


Figure 8-9: Solano County Water Agency–Hayward Rodger's Creek EQ Scenario (M7.1)



Table 8-6: Concord Green Valley Damage Estimate Summary

Building Type	Average of Potential Damage to Exceed "Slight"	Average of Potential Damage to Exceed "Moderate"	Average of Potential Damage to Exceed "Extensive"	Average Economic Loss for Each Building Category	Sum of Economic Loss	Proportion of Loss (%)
SCWA Assets	19%	6%	1%	\$21,525	\$172,203	100%
<b>Total</b>					<b>\$172,203</b>	

*Note: Total Inventory Values*  
*1 - Building Replacement Costs = \$3,792,585*  
*2 - Content Replacement Costs = \$3,287,781*  
*3 - Total Value = \$7,080,367*

Table 8-7: Hayward Rodger's Creek Damage Estimate Summary Damage Estimate Summary (Unincorporated County)

Building Type	Average of Potential Damage to Exceed "Slight"	Average of Potential Damage to Exceed "Moderate"	Average of Potential Damage to Exceed "Extensive"	Average Economic Loss for Each Building Category	Sum of Economic Loss	Proportion of Loss (%)
SCWA Assets	6%	1%	0%	\$3,741	\$29,926	100%
<b>Total</b>					<b>\$29,926</b>	

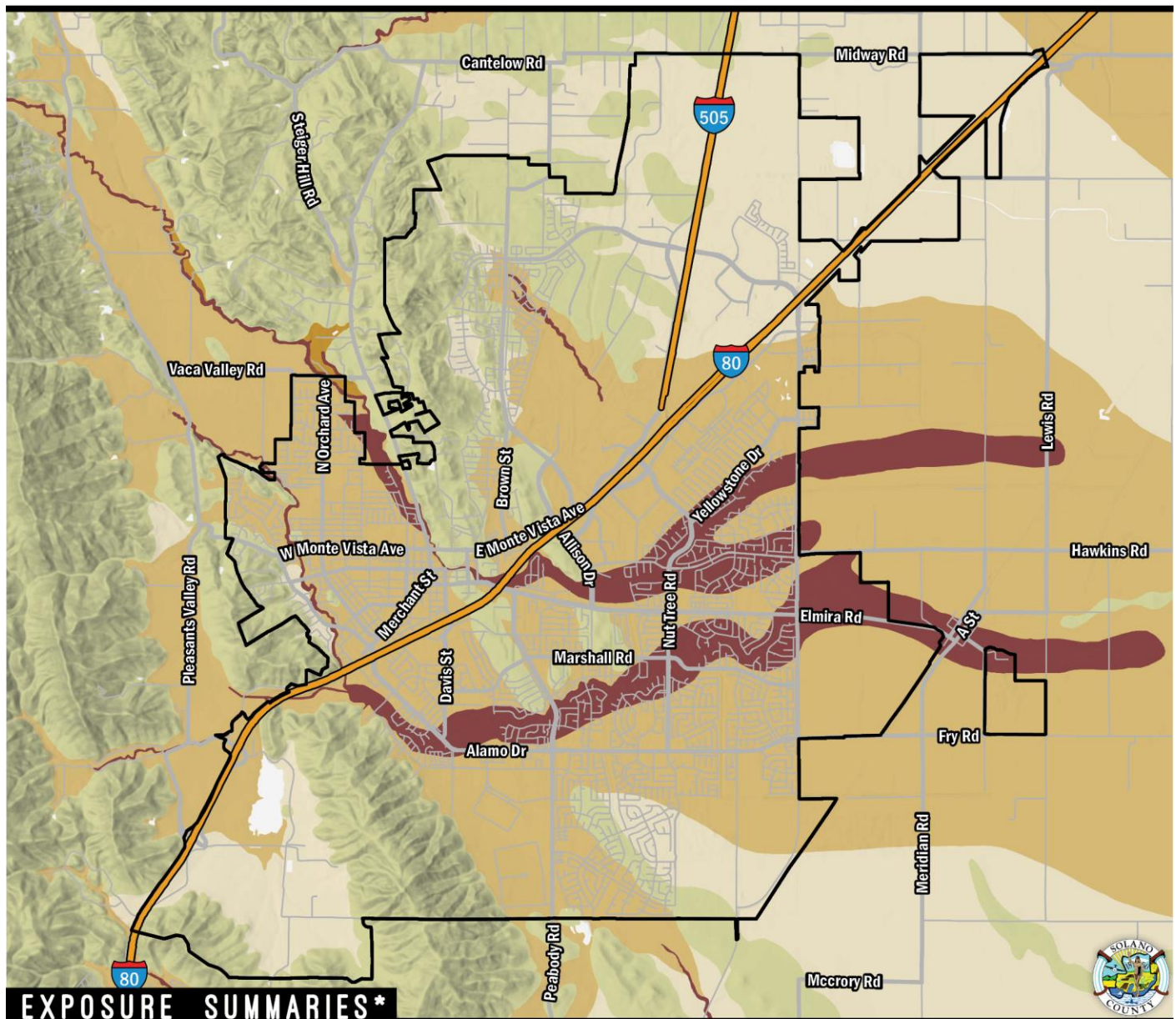
*Note: Total Inventory Values*  
*1 - Building Replacement Costs = \$3,792,585*  
*2 - Content Replacement Costs = \$3,287,781*  
*3 - Total Value = \$7,080,367*

*For more detail on these assets and vulnerability to earthquake, see [mitigatehazards.com/solanohmp/ramp/](https://mitigatehazards.com/solanohmp/ramp/).*



## AREAS WITH POTENTIAL FOR LIQUEFACTION

VACAVILLE



### EXPOSURE SUMMARIES\*

POPULATION COUNT IN HAZARD AREA		PARCEL COUNT IN HAZARD AREA		PARCEL VALUE IN HAZARD AREA		CRITICAL INFRASTRUCTURE COUNTS IN HAZARD AREA		
Count	Exp. Rate**	Count	Exp. Rate**	Sum of Improvement Value	Exp. Rate**	Infrastructure Category	Count	Exp. Rate**
<b>75,003</b>	<b>77%</b>	<b>21,162</b>	<b>76%</b>	<b>\$11,377,189,358</b>	<b>64%</b>	Essential Facilities	<b>16</b>	<b>76%</b>
Count Includes: M H VH		Count Includes: M H VH		Sum of Content Value		High Potential Loss	<b>386</b>	<b>81%</b>
				<b>\$6,715,399,890</b>	<b>57%</b>	Transportation & Lifeline	<b>404</b>	<b>80%</b>
				Count Includes: M H VH			<b>392</b>	<b>66%</b>

Sum of Transportation & Lifeline Linear Mileage

MAP LEGEND

VL	L	M	H	VH
VERY LIGHT	LIGHT	MODERATE	HIGH	VERY HIGH

\*Exposure summaries include medium, high, very high susceptibility. Hazard data source: USGS.

\*\*Exposure Rate - Exposed summary or count as a percentage of total summary or count within jurisdiction.

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Figure 8-10: Solano County Water Agency– Areas with Potential for Liquefaction



FAULT ZONE AREAS OF REQUIRED INVESTIGATION

SOLANO COUNTY WATER AGENCY

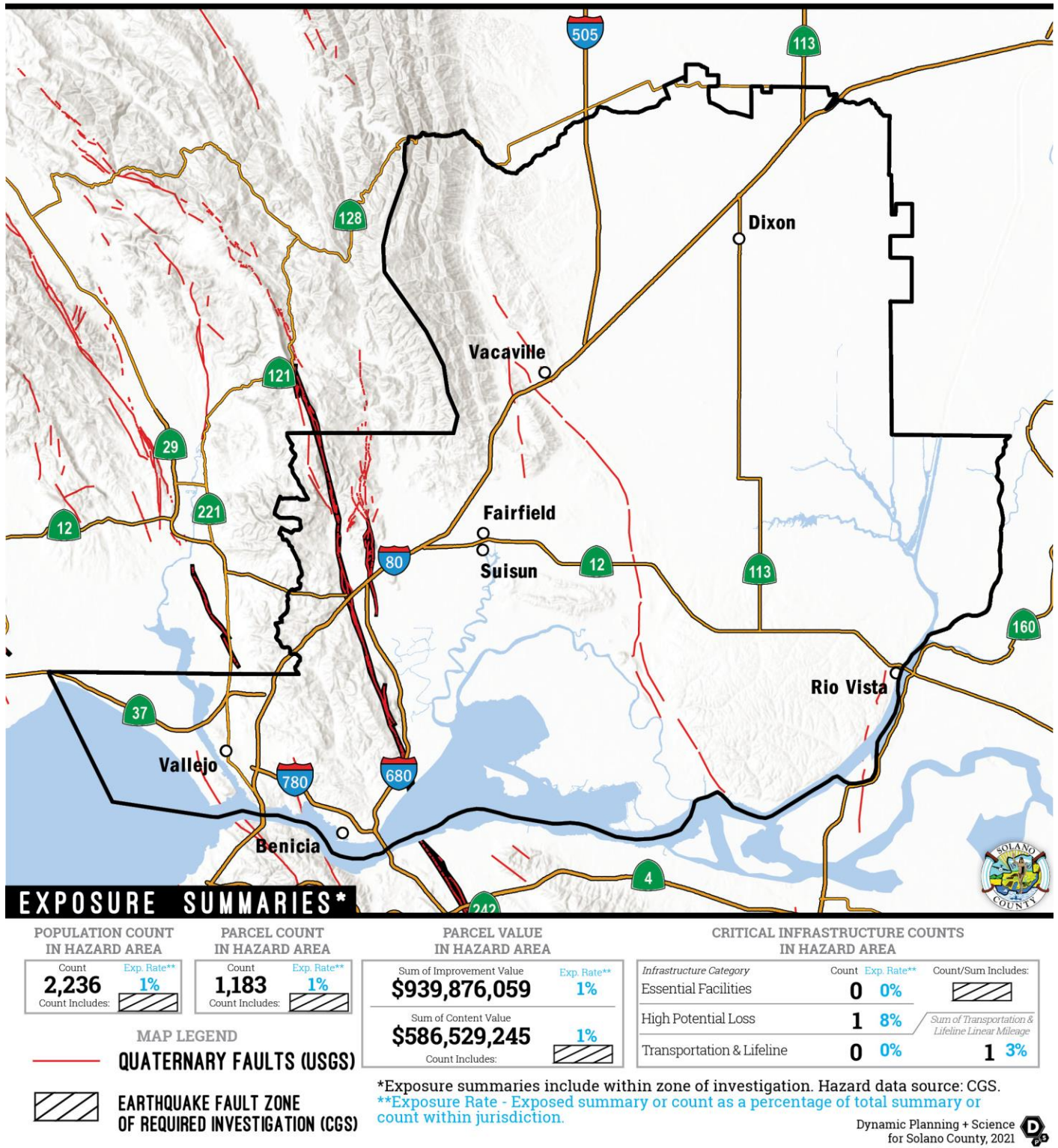


Figure 8-11: Solano County Water Agency– Fault Zones Areas of Required Investigation

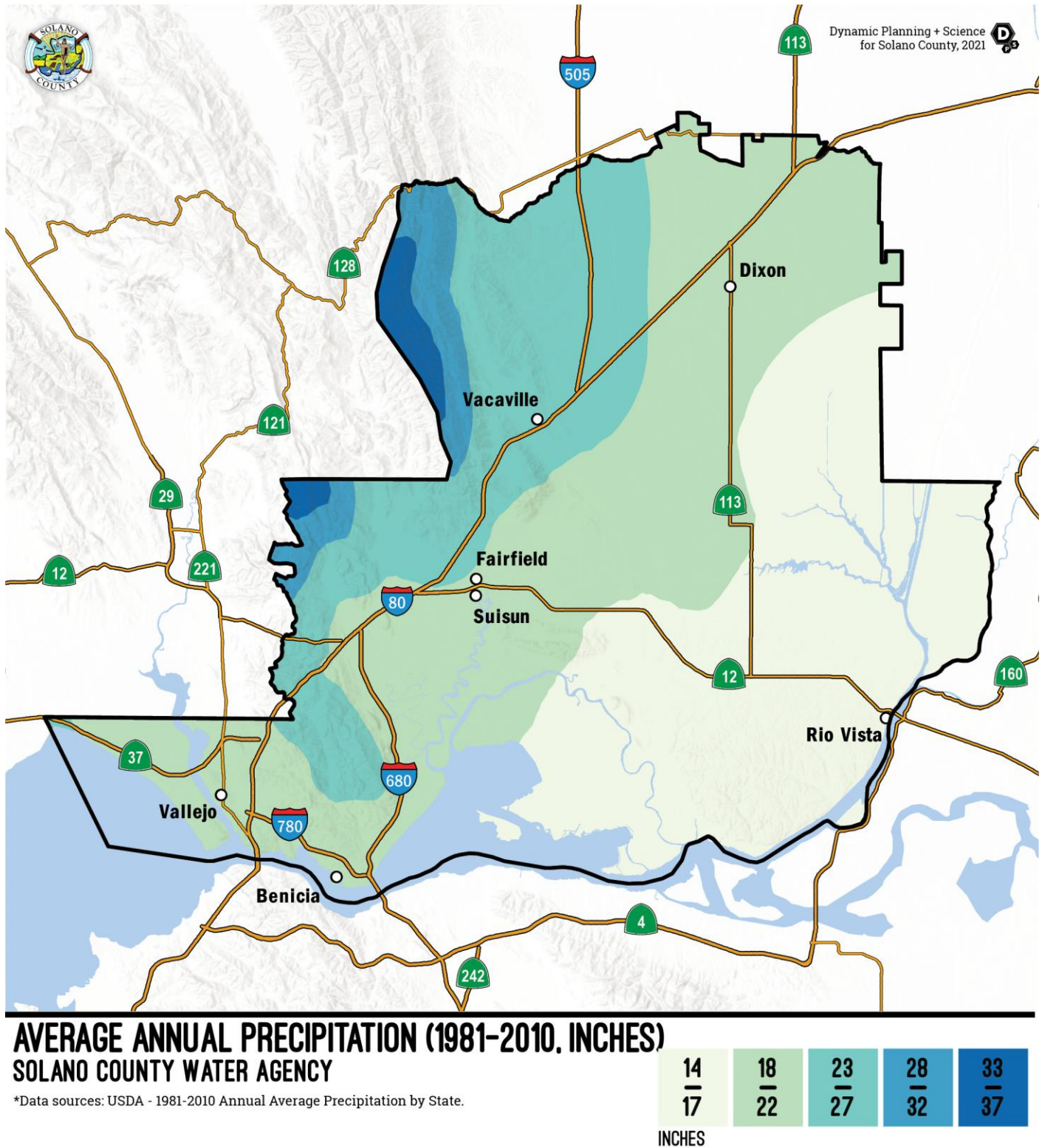


Figure 8-12: Solano County Water Agency – Average Annual Precipitation (1981-2012 Inches)



Table 8-8: Drought Classifications and Impacts

Category	Description	Possible Impacts
D0	Abnormally Dry	<ul style="list-style-type: none"> <li>Active fire season begins</li> <li>Going into drought, short term dryness, slowing planting, growth of crops or pastures.</li> <li>Coming out of drought, some lingering water deficits and pasture or crops not fully recovered,</li> </ul>
D1	Moderate Drought	<ul style="list-style-type: none"> <li>Some damage to crops, pastures</li> <li>Streams, reservoirs, or wells low, some water shortages developing or imminent</li> <li>Voluntary water-use restrictions requested</li> </ul>
D2	Severe Drought	<ul style="list-style-type: none"> <li>Crop or pasture losses likely</li> <li>Water shortages common</li> <li>Water restrictions imposed</li> </ul>
D3	Extreme Drought	<ul style="list-style-type: none"> <li>Major crop/ pasture losses</li> <li>Widespread water shortages or restrictions</li> </ul>
D4	Exceptional Drought	<ul style="list-style-type: none"> <li>Exceptional and widespread crop/ pasture losses</li> <li>Shortages of water in reservoirs, streams, and wells creating water</li> </ul>

*Adapted from U.S. Drought Monitor Drought Classifications and Impacts*

## Drought Severity Timeline

## Solano County

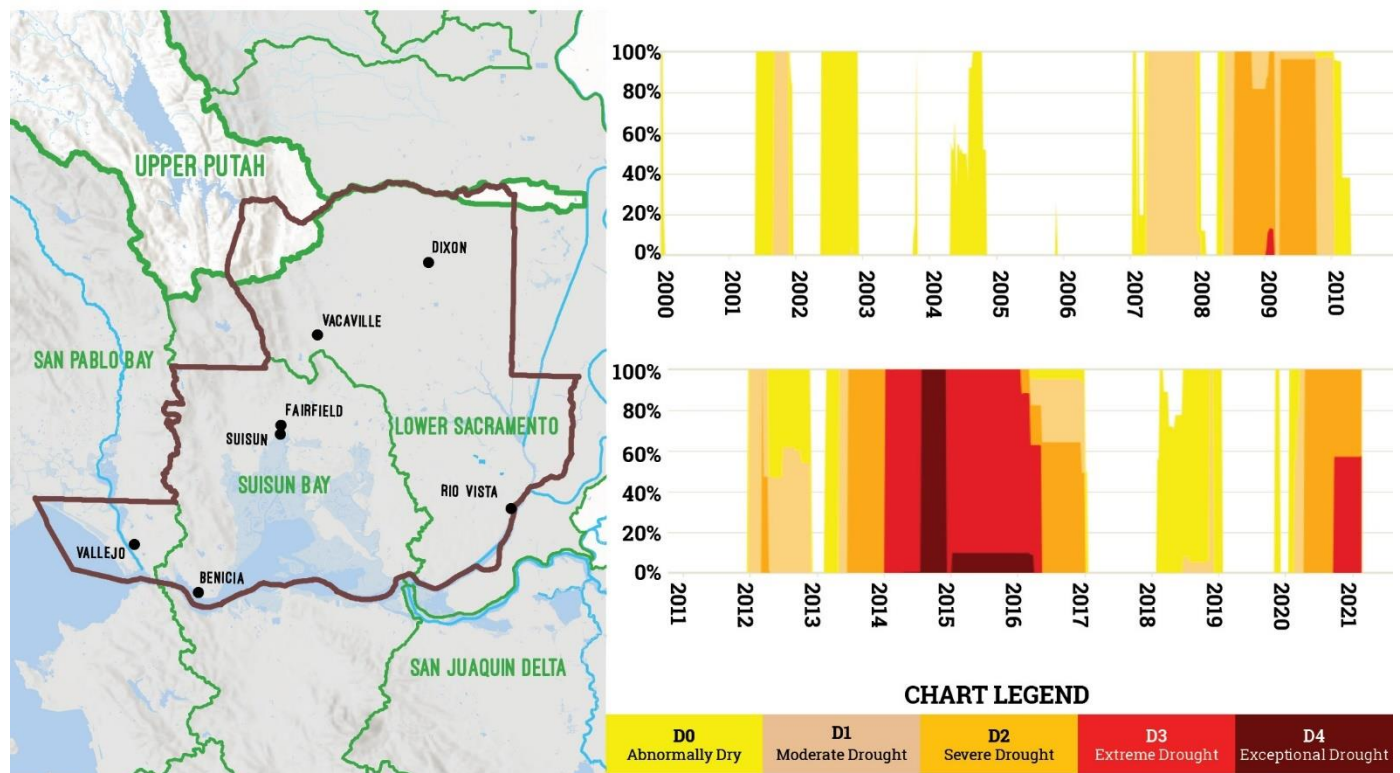


Figure 8-13: Solano County Water Agency– Drought Severity Timeline for Solano County



LANDSLIDE RISK EXPOSURE

SOLANO COUNTY WATER AGENCY

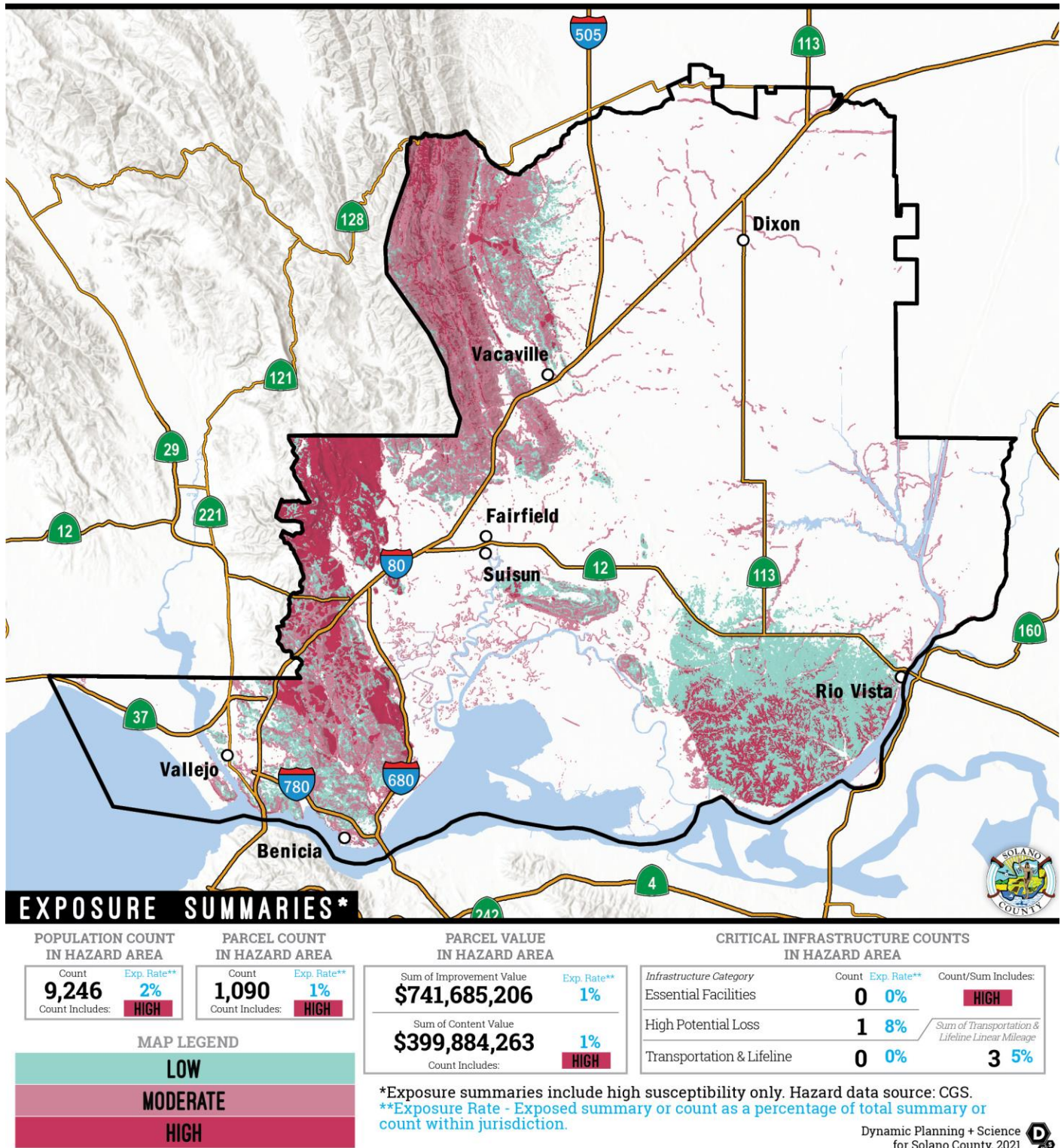
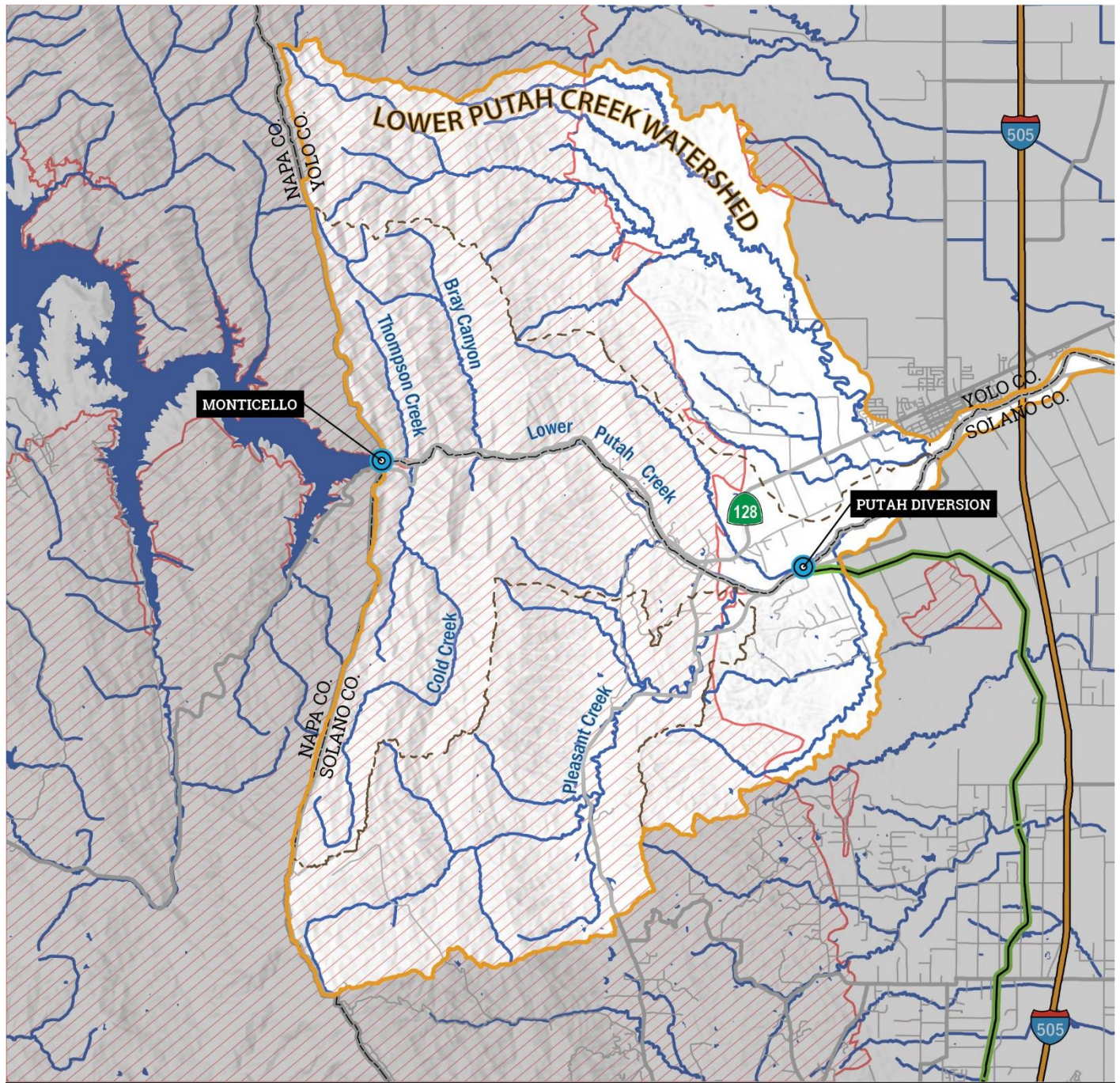


Figure 8-14: Solano County Water Agency– Landslide Risk Exposure



## LOWER PUTAH WATERSHED OVERVIEW

SOLANO COUNTY WATER AGENCY



Figure 8-15: Lower Putah Creek and Burn Perimeter Overlap



# SOLANO COUNTY WATER AGENCY AVERAGE ANNUAL MAXIMUM TEMPERATURE

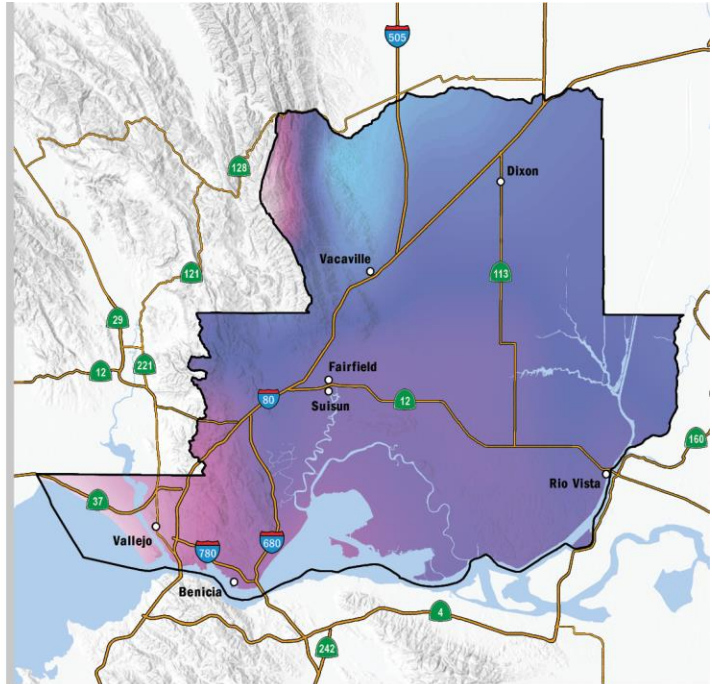
COMPARISON OF CURRENT OBSERVED TO RCP 4.5 AND RCP 8.5 SCENARIOS



\*Data sources: Cal-Adapt CanESM2 RCP 4.5 & 8.5, PRISM 30-YR Norms Annual Max Temp



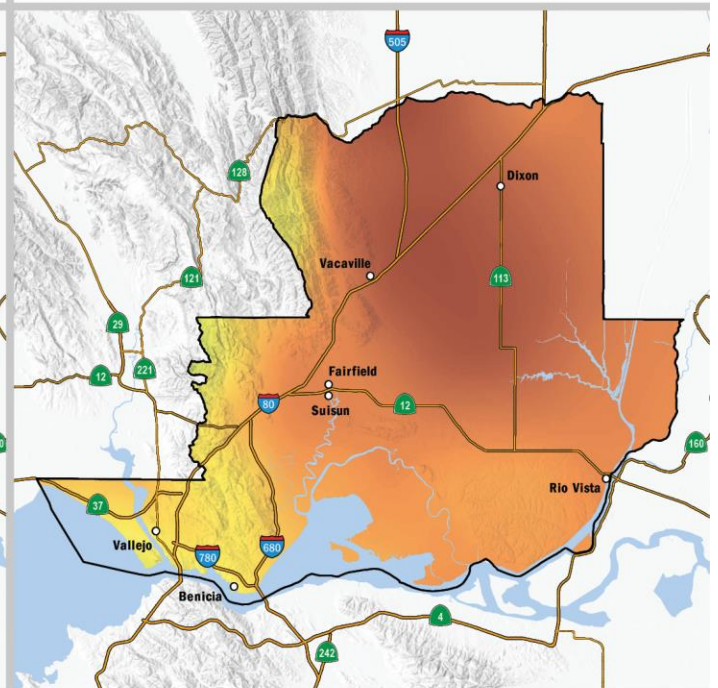
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**CURRENT 30-YR NORMAL**



**RCP 4.5 YEAR 2100**



**RCP 8.5 YEAR 2100**

Figure 8-16: Solano County Water Agency – RCP Comparison



### 8.4.3.3 Past and Future Development

The Solano County Water Agency is a special district focused on serving wholesale (untreated) water supplies for municipal and agriculture uses. The Agency operates and maintains two formal flood control facilities and shares flood management responsibilities in rural areas with Solano County. The Agency does not approve development within its established boundaries.

Note: as a special district, SCWA is not eligible to participate in the NFIP; therefore, no additional information about the NFIP is included in this annex.

#### Development since Previous HMP

The Agency has not completed a previous HMP; however, the Agency considered its growth over the last half decade, approximately, and identified several mitigation actions that substantially decreased its vulnerability to hazards. SCWA recently responded to the catastrophic 2020 LNU Lightning Complex fires by installing emergency rock vanes to prevent erosion that would create sediment loading in central water delivery infrastructure. SCWA also has been acquiring generators to ensure its ability to provide water to suppliers for 400,000 persons in Solano County during power outages. This HMP Annex reflects these substantial changes in past development and continues to focus on avenues to better mitigate impacts from problematic past development. This is especially important as the Agency does not regulate future development and instead provides services and infrastructure to such development.

#### Future Development

Future development is overseen and regulated by Solano County. The County's General Plan (GP) establishes long-range development policies. The GP provides a basis for private development proposals and public projects to remain consistent with existing city, regional, and state policies. The County's municipal codes includes regulations to mitigate the impact of hazards on new and existing development, including:

- Drainage and stormwater retention requirements,
- Steep slope restrictions for new development,
- Waterbody buffer requirements,
- Floodplain management regulations,
- Zoning that prevents development in hazardous areas of the community such as floodplains, landslide areas, the wildland-urban interface (WUI), or other known hazard areas, and
- Building codes that include the most up-to-date California Fire Code, seismic standards, and many other provisions crafted to protect new construction from hazard events.

See Vol. 1, Section 4.3.5, for additional information on past and future development in Solano County.

#### 8.4.3.4 Identify Hazard Problem Statements

As part of the mitigation action identification process, the Planning Committee for each jurisdiction identified areas of concern (aka problem statements) for their respective facilities based on the risk assessment and vulnerability analysis, utilizing the RAMP mapping and static snapshot maps. Problem statements focused on the impact, victim, or threat that the hazard could create in the jurisdiction, as described in Figure 8-17. Identifying common issues and weaknesses through these problem statements assisted the Planning Committee in understanding the realm of resources needed for mitigation. Jurisdiction problem statements are listed in Table 8-9.

The goal is to have at least one mitigation action for every problem statement. Projects or actions have been developed to mitigate each problem identified. See Table 8-14 for a full list of mitigation actions and corresponding problem statements that they address. Each problem statement is coded with a problem number for cross-referencing between Table 8-9 and Table 8-14.

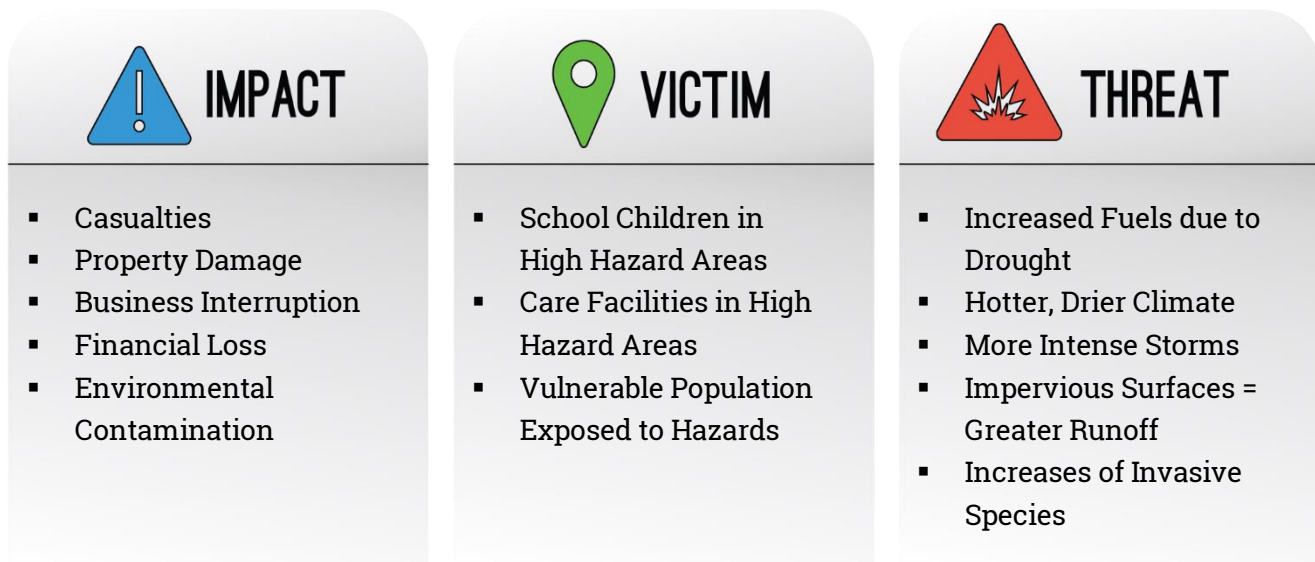


Figure 8-17: Guidance for Problem Statements



Table 8-9: Problem Statements

Problem No.	Hazard Type	Area of Concern	Mitigation Alternatives	Primary Agency	Problem Description	Related MA
<b>ps-AH-SW-203</b>	All Hazard	Impact	PRV - Prevention , SP - Structural Projects	<b>Solano County Water Agency</b>	Agency currently lacks generators in some facilities to ensure pumping and delivery of water.	ma-AH-SW-228
<b>ps-AH-SW-204</b>	All Hazard	Impact	PPRO - Property Protection , ES - Emergency Services , SP - Structural Projects	<b>Solano County Water Agency</b>	Emergency communications from Monticello Dam to Agency operations are outdated and lack redundancy.	ma-AH-SW-229
<b>ps-WF-SW-205</b>	Wildfire	Impact	PPRO - Property Protection , NRP - Natural Resource Protection , SP - Structural Projects	<b>Solano County Water Agency</b>	Wildfire exacerbates erosion and sedimentation, which in turn impacts water quality of raw water deliveries to Solano County.	ma-WF-SW-217
<b>ps-WF-SW-206</b>	Wildfire	Impact	SP - Structural Projects	<b>Solano County Water Agency</b>	Recent public safety power shutoff (PSPS) events have exacerbated the need for redundancy with generators.	ma-AH-SW-228
<b>ps-SF-SW-207</b>	Slope Failure	Impact	PRV - Prevention , NRP - Natural Resource Protection , SP - Structural Projects	<b>Solano County Water Agency</b>	Slope failure associated with heavy rain events causes heavy sedimentation in downstream canals and reservoirs.	ma-FL-SW-216
<b>ps-DR-SW-209</b>	Drought	Impact	PRV - Prevention , SP - Structural Projects	<b>Solano County Water Agency</b>	Agency currently lacks interties and redundancy between two systems, so have little flexibility during drought periods.	ma-DR-SW-230
<b>ps-DR-SW-210</b>	Drought	Impact	PRV - Prevention , PE&A - Public Education & Awareness , NRP - Natural Resource Protection	<b>Solano County Water Agency</b>	Drought potential worsens erosion issues in the South Putah Watershed. As Lake Berryessa gets low, large stormwater events after drought do not trigger flow releases into Putah Creek even while tributaries experience high flow events. Those tributary high flow events exacerbate erosion because they are flowing into a low-flow creek due to retained water at Lake Berryessa.	ma-FL-SW-216
<b>ps-FL-SW-211</b>	Flood	Impact	PRV - Prevention , NRP - Natural Resource Protection , SP - Structural Projects	<b>Solano County Water Agency</b>	Localized flooding in the Putah Creek Watershed creates significant erosion and sedimentation issues.	ma-FL-SW-216
<b>ps-FL-SW-212</b>	Flood	Victim	PPRO - Property Protection , SP - Structural Projects	<b>Solano County Water Agency</b>	Allendale area of unincorp Solano County includes many repetitive loss properties.	ma-FL-SW-232
<b>ps-FL-SW-213</b>	Flood	Threat	PRV - Prevention , SP - Structural Projects	<b>Solano County Water Agency</b>	SCWA continues to assist Rio Vista in flood protection through maintenance of the Mellon Levee and planning support.	ma-FL-SW-233



Problem No.	Hazard Type	Area of Concern	Mitigation Alternatives	Primary Agency	Problem Description	Related MA
<b>ps-EW-SW-214</b>	Extreme Weather	Impact	PRV - Prevention , NRP - Natural Resource Protection , SP - Structural Projects	<b>Solano County Water Agency</b>	Localized flooding from heavy rain events in the Putah Creek Watershed creates significant erosion and sedimentation issues.	ma-FL-SW-216, ma-FL-SW-236
<b>ps-EW-SW-215</b>	Extreme Weather	Impact	ES - Emergency Services	<b>Solano County Water Agency</b>	Localized flooding in Thompson Creek can block access to critical communication tower for Monticello Dam operations.	ma-FL-SW-216
<b>ps-EW-SW-216</b>	Extreme Weather	Impact	PRV - Prevention , NRP - Natural Resource Protection , SP - Structural Projects	<b>Solano County Water Agency</b>	Localized flooding impacting Putah Creek come from tributaries in both Solano and Yolo Counties.	ma-FL-SW-216, ma-FL-SW-236
<b>ps-SF-SW-217</b>	Slope Failure	Impact	PRV - Prevention , SP - Structural Projects	<b>Solano County Water Agency</b>	Severe erosion threatens culvert integrity and overlying bridges.	ma-FL-SW-216
<b>ps-EW-SW-218</b>	Extreme Weather	Impact	PRV - Prevention , SP - Structural Projects	<b>Solano County Water Agency</b>	Mitigation work in tributaries could be stymied by extensive dredge and fill permitting requirements.	ma-EW-SW-231, ma-FL-SW-236
<b>ps-EW-SW-219</b>	Extreme Weather	Impact	PRV - Prevention , NRP - Natural Resource Protection , SP - Structural Projects	<b>Solano County Water Agency</b>	Severe sedimentation can block raw water delivery canal, the Putah South Canal, and threaten water supplies for 400,000 persons.	ma-EW-SW-231, ma-FL-SW-216, ma-FL-SW-236
<b>ps-CC-SW-220</b>	Climate Change	Impact	PRV - Prevention , NRP - Natural Resource Protection , SP - Structural Projects	<b>Solano County Water Agency</b>	Climate change is predicted to increase rainfall amounts during heavy rainfall events, which in turn increased erosion and sedimentation in the Putah Creek Watershed.	ma-FL-SW-216
<b>ps-CC-SW-221</b>	Climate Change	Impact	PRV - Prevention , PE&A - Public Education & Awareness	<b>Solano County Water Agency</b>	Climate change predicted to worsen drought impacts that can impact water delivery by Agency.	ma-DR-SW-230, ma-DR-SW-234
<b>ps-EQ-SW-222</b>	Earthquake	Impact	PPRO - Property Protection , SP - Structural Projects	<b>Solano County Water Agency</b>	The Putah South Canal crosses two known fault lines and is susceptible to failures in the event of an earthquake.	ma-EQ-SW-235
<b>ps-EQ-SW-223</b>	Earthquake	Impact	PPRO - Property Protection , SP - Structural Projects	<b>Solano County Water Agency</b>	Both the N. Bay Aqueduct and Solano Project regional water supply projects are susceptible to failures in the event of an earthquake	ma-EQ-SW-237
<b>ps-DR-SW-224</b>	Drought	Impact	PRV - Prevention , PE&A - Public Education & Awareness , NRP - Natural Resource Protection	<b>Solano County Water Agency</b>	The N. Bay Aqueduct which is part of the State Water Project is already seeing a dramatic decrease in water supply reliability impacting 400,000 residents in Solano County and 27-million Californians.	ma-DR-SW-230, ma-DR-SW-234



Problem No.	Hazard Type	Area of Concern	Mitigation Alternatives	Primary Agency	Problem Description	Related MA
<b>ps-EW-SW-225</b>	Extreme Weather	Victim	PRV - Prevention , PPRO - Property Protection , NRP - Natural Resource Protection , SP - Structural Projects	<b>Solano County Water Agency</b>	In 2008 a total of 7.5-inches of rain fell in 24-hrs in the Allendale Area representing a >500-yr event. This caused extensive flooding in an area of repetitive flood losses. This has also caused flooding and operational impacts to the Solano Project.	ma-FL-SW-232
<b>ps-FL-SW-226</b>	Flood	Impact	PRV - Prevention , PPRO - Property Protection , PE&A - Public Education & Awareness , NRP - Natural Resource Protection	<b>Solano County Water Agency</b>	Countywide, both urban and rural residential areas are greatly impacted by flooding. Actual flood locations are greater than what is shown by the FEMA 100-yr flood maps.	ma-FL-SW-232
<b>ps-FL-SW-227</b>	Flood	Impact	PRV - Prevention , PPRO - Property Protection , PE&A - Public Education & Awareness	<b>Solano County Water Agency</b>	Most creeks in Solano County, especially adjacent to or outside of urban areas, are privately-owned, overgrown, and not-maintained, representing a significant flood hazard (E.g., Upper Ulatis, Upper Alamo, Suisun, Ledge wood)	ma-FL-SW-232
<b>ps-WF-SW-229</b>	Wildfire	Impact	PRV - Prevention , PPRO - Property Protection , NRP - Natural Resource Protection	<b>Solano County Water Agency</b>	Lake Berryessa is owned by USBR in Napa County but is one of the primary water supplies for 400,000 residents and agricultural users in Solano County. The Berryessa watershed has been impacted by numerous wildfires, with the 2020 LNU Wildfire being the most significant.	ma-WF-SW-217, ma-WF-SW-238

### 8.4.4 Mitigation Action Support Tool (MAST)

As a living document, hazard problem statements and mitigation activities will be updated through a web interface application developed specifically for participating jurisdictions. The Mitigation Action Support Tool (MAST) is accessible through [mitigatehazards.com/SolanoHMP/](https://mitigatehazards.com/SolanoHMP/).

MAST is a web-based interactive tool that enables multiple users to search, view, enter, and update mitigation actions, ideas or projects, and other information. MAST provides participating jurisdictions and plan reviewers (Cal OES/FEMA) access to valuable mitigation information that can be leveraged by future planning or other risk reduction efforts within the County. Participating jurisdictions can update the status of their mitigation projects throughout the planning lifecycle, and this web-based tool will improve participating jurisdiction's ability to apply for FEMA's Hazard Mitigation Assistance (HMA) grant programs including initial grant application processes through Cal OES.



## 8.5 Mitigation Strategy

The mitigation strategy is the guidebook to future hazard mitigation administration, capturing the key outcomes of the MJHMP planning process. The mitigation strategy is intended to reduce vulnerabilities outlined in the previous section (a.k.a. problem statements) with a prescription of policies and physical projects. These mitigation actions should be compatible with existing planning mechanisms and should outline specific roles and resources for implementation success.

### 8.5.1 Capabilities & Adaptive Capacity Assessment

This section examines the planning and regulatory, administrative, technical, financial, educational, and outreach capabilities to augment known issues and weaknesses from identified natural hazards.

Capabilities assessments in this Volume 1 and in Volume 2 include considerations of a community's adaptive capacity for climate change, as outlined in Cal OES' 2020 California Adaptation Planning Guide. Adaptive capacity is a community or region's existing ability to moderate climate change impacts. Assessing adaptive capacity includes analysis of policies, plans, programs, funding, and staffing capacity.

The tables in this section explore various local planning mechanisms, administrative capacity, financial capabilities, and education and outreach initiatives. The columns in each table represent deeper dives into the following questions:

- Is the existing planning or regulatory mechanism used currently? (Column 1, Status)
- Has the HMP been integrated into the planning mechanism currently so that the named mechanism is currently used in HMP planning? (Column 2, Current Mitigation Use)
- Is there a future opportunity to expand, improve upon, and incorporate this 2020 HMP Update into the planning or regulatory mechanism? (Column 3, Future Opportunity)

The capabilities assessment is easily-digestible and based on color coding to indicate which policies and plans are adequate, need improvement or in which the HMP could be integrated. Each table includes a legend that explain how each one of these questions are being answered according to the color indicated: green, yellow, and orange.

For more information on the regulatory environment surrounding each hazard, see hazard-specific sections of Volume 1. Volume 1, Section 5.3.5 includes an extensive list of federal and state funding opportunities as well.



### 8.5.1.1 Planning and Regulatory Capabilities

Table 8-10: Planning and Regulatory Capabilities

CAPABILITY ASSESSMENT LEGEND		
Status	Current Mitigation Use	Future Opportunity
Currently in use or present.	Used widely for mitigation.	Opportunity to expand and integrate.
(Sort of) Seldomly used or limited presence.	Limited use in mitigation planning.	Limited opportunity to expand and integrate.
(No) Not present or available.	Not used in mitigation planning.	No opportunity to expand or integrate.

Resource	HMP Integration			Notes / Additional Detail
	Status	Current Mitigation Use	Future Opportunity	
Planning and Regulatory Capabilities				
Hazard Reduction Programs (Annually Conducted)				
Capital Improvements Program (CIP) or Plan				HMP includes a mitigation to strengthen hazard mitigation nexus with Asset Management Plan.
Erosion/Sediment Control Program				Actively pursuing erosion/ sediment control in Putah Creek Watershed, no overall program.
Hazard-Related Public Outreach Program				
Seismic Safety Program (Non-structural Inspections)				
Hazard Plans				
Community Wildfire Protection Plan (CWPP)	N/A	N/A	N/A	Agency will help support other local efforts to develop CWPPs.
Wildfire Vulnerability Assessment				Vulnerability Assessment completed following the 2020 LNU Lightning Complex wildfire, no overall plan.
Urban or Integrated Regional Water Management Plan				2015 SCWA Urban Water Management Plan
Floodplain Management Plan				1998 SCWA Flood Control Master Plan
Stormwater Management Plan				2017 SCWA Stormwater Pollution Prevention Plan
Ground Water Management Plan(s)				Solano Subbasin Groundwater Sustainability Plan
Emergency Operations Plan				2017 Solano County Emergency Operations Plan
Climate Action Plan, Vulnerability Ass'mt, or Adaptation Plan				2011 County of Solano Climate Action Plan
Local Delta/ Wetlands Program(s)				Suisun Marsh Local Protection Program; White Slough Specific Plan



### 8.5.1.2 Administrative and Technical Capabilities

Table 8-11: Administrative and Technical Capabilities

CAPABILITY ASSESSMENT LEGEND		
Status	Current Mitigation Use	Future Opportunity
Currently in use or present.	Used widely for mitigation.	Opportunity to expand and integrate.
(Sort of) Seldomly used or limited presence.	Limited use in mitigation planning.	Limited opportunity to expand and integrate.
(No) Not present or available.	Not used in mitigation planning.	No opportunity to expand or integrate.

Resource	HMP Integration			Notes / Additional Detail
	Status	Current Mitigation Use	Future Opportunity	
Administrative and Technical				
Community Planning and Development Services				
Community Planner	N/A	N/A	N/A	Not a land use permitting agency
Civil Engineer				
Building Code Official	N/A	N/A	N/A	Not a land use permitting agency
Floodplain Administrator	N/A	N/A	N/A	Not the floodplain administrator; do provide engineering and flood project support and management
Fire Marshall	N/A	N/A	N/A	
Dedicated Public Outreach Personnel				Public outreach conducted for flooding (assistance addressing repetitive loss) and water conservation; strong program in existence
GIS Specialist and Capability				
Emergency Manager				Risk Manager; coordinates with County so no need for emergency manager
Grant Manager, Writer, or Specialist				Finance Director
Warning Systems/Services				
General	N/A	N/A	N/A	County maintains Alert Solano



### 8.5.1.3 Financial Capabilities

Table 8-12: Financial Capabilities

CAPABILITY ASSESSMENT LEGEND		
Status	Current Mitigation Use	Future Opportunity
Currently in use or present.	Used widely for mitigation.	Opportunity to expand and integrate.
(Sort of) Seldomly used or limited presence.	Limited use in mitigation planning.	Limited opportunity to expand and integrate.
(No) Not present or available.	Not used in mitigation planning.	No opportunity to expand or integrate.

Resource	HMP Integration			Notes / Additional Detail
	Status	Current Mitigation Use	Future Opportunity	
Fiscal Capabilities				
Financial Resources for Hazard Mitigation				
Levy for Specific Purposes with Voter Approval	N/A	N/A	N/A	Property tax funded; not specifically levied.
Utilities Fees	N/A	N/A	N/A	
Benefit assessments	N/A	N/A	N/A	
System Development Fee				
Various Bonds to Incur Debt				
Withheld Spending in Hazard-Prone Areas	N/A	N/A	N/A	
Stormwater Service Fees	N/A	N/A	N/A	
Capital Improvement Project Funding				



### 8.5.1.4 Education and Outreach

Table 8-13: Education and Outreach Capabilities

CAPABILITY ASSESSMENT LEGEND		
Status	Current Mitigation Use	Future Opportunity
Currently in use or present.	Used widely for mitigation.	Opportunity to expand and integrate.
(Sort of) Seldomly used or limited presence.	Limited use in mitigation planning.	Limited opportunity to expand and integrate.
(No) Not present or available.	Not used in mitigation planning.	No opportunity to expand or integrate.

Resource	HMP Integration			Notes / Additional Detail
	Status	Current Mitigation Use	Future Opportunity	
Education / Outreach Capabilities				
Education/Outreach Resources				
Website Dedicated to Hazard Topics				Flood control; water conservation
Dedicated Social Media				Agency FB page used often for drought, water conservation, and other hazard-related information. Can always improve, but strong program
Hazard Info. Avail. at Library/ Planning Desk	N/A	N/A	N/A	
Annual Public Safety Events				Not many public events in the last 1.5 years due to COVID, but Agency has historically participated in some public events
Ability to Field Public Tech. Assistance Requests				
Public Safety Newsletters or Printed Outreach				
Fire Safe Councils	N/A	N/A	N/A	Agency may consider supporting the development of Fire Safe Councils, but would not develop themselves.
Resource Conservation Districts				Solano Resource Conservation District
Other				



## 8.5.2 Mitigation Actions

Mitigation actions were developed based upon the jurisdiction's priorities, risk assessment results, and mitigation alternatives. The mitigation action prioritization method used by all participating jurisdictions is described in Section 5.5.1 of Volume 1. Table 8-14 lists each priority mitigation action, responsible party, time frame, potential funding source, implementation steps, and resources need to implement based upon the Planning Committee consensus.

Each participating jurisdiction, including the Solano County Water Agency, considered ongoing relevancy of mitigation actions from the existing MJHMP and retained or removed such actions while adding new relevant actions as well. Mitigation actions were examined for relevancy and the potential for future implementation and then evaluated for potential follow-up. Some mitigation actions developed during the previous HMP effort were not included because they were an inherent part of the HMP update process or were not detailed enough for implementation at a local Jurisdiction level. the Solano County Water Agency has made significant changes to other mitigation actions because of the updated risk assessment and implementation strategy, to include more detail, or to update based on current mitigation practices. Volume 1, Section 5.5.2 provides a record of County wide mitigation actions, the status, and additional notes for each action.

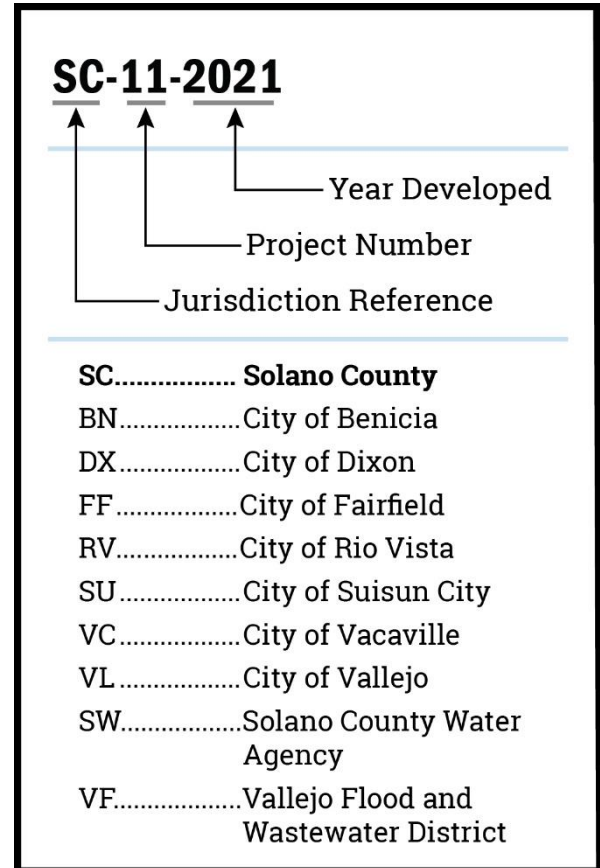


Figure 8-18: Mitigation Action Key

Table 8-14 lists each mitigation action for the Solano County Water Agency. Each participating jurisdiction developed unique mitigation actions, targeted at their own unique priorities and vulnerabilities. Each mitigation action identifies the responsible party, time frame, potential funding source, implementation steps and resources needed to implement these priority mitigation actions. As a living document, hazard problem statements and mitigation activities will be updated through MAST. The detail in Table 8-14 meets the regulatory requirements of FEMA and DMA 2000.

Table 8-14: Solano County Water Agency Mitigation Actions

Mitigation No.	Hazard Type	Mitigation Type	Status	Year	Primary Agency	Title/Description	Responsible Party	Estimated Cost	Estimated Benefit	Time Frame	HMA Activity Type	Potential Grant Source	Priority	Goal	Related Problem Statements
ma-AH-SW-228	All Hazard	ES - Emergency Services	Pending	2021	Solano County Water Agency	Construct backup generators at critical facilities to respond to hazard events during loss of power.	Engineering	High - Existing funding will not cover the cost of the project; implementation would require new revenue through an alternative source (for example, bonds, grants, and fee increases).	High - Project will provide an immediate reduction of risk exposure for life and property.	1-3 Years	5%	HMGP / BRIC , Internal Funding	High	Goal 2: Infrastructure , Goal 4: Resilience	ps-AH-SW-203, ps-WF-SW-206
ma-AH-SW-229	All Hazard	ES - Emergency Services	Pending	2021	Solano County Water Agency	Evaluate public safety communications infrastructure including radio communications for needed upgrades to maintain communication with Monticello Dam.	Engineering	Medium - The project could be implemented with existing funding but would require a re-apportionment of the budget or a budget amendment, or the cost of the project would have to be spread over multiple years.	High - Project will provide an immediate reduction of risk exposure for life and property.	1-3 Years	N/A	CDBG DRI , EMPG , Internal Funding	High	Goal 4: Resilience	ps-AH-SW-204
ma-DR-SW-230	Drought/ Climate Change	PRV - Prevention , SP - Structural Projects	Pending	2021	Solano County Water Agency	Assess options for additional redundancy in SCWA water system, including additional interties between two systems	Engineering	High - Existing funding will not cover the cost of the project; implementation would require new revenue through an alternative source (for example, bonds, grants, and fee increases).	High - Project will provide an immediate reduction of risk exposure for life and property.	3-5 Years	Planning	HMGP / BRIC	High	Goal 1: People , Goal 2: Infrastructure , Goal 4: Resilience	ps-DR-SW-209, ps-CC-SW-221, ps-DR-SW-224
ma-DR-SW-234	Drought/ Climate Change	PE&A - Public Education & Awareness	Ongoing	2021	Solano County Water Agency	Continue public education and outreach to encourage water conservation, especially during drought.	Admin. Services	Medium - The project could be implemented with existing funding but would require a re-apportionment of the budget or a budget amendment, or the cost of the project would have to be spread over multiple years.	High - Project will provide an immediate reduction of risk exposure for life and property.	Ongoing	5%	HMGP / BRIC , Internal Funding	Medium	Goal 1: People , Goal 4: Resilience	ps-CC-SW-221, ps-DR-SW-224
ma-EQ-SW-235	Earthquake	PPRO - Property Protection	Ongoing	2021	Solano County Water Agency	Conduct internal assessment of Agency actions to ensure adequate earthquake mitigation in South Putah Canal and work with Bureau of Reclamation on projects within its jurisdiction.	Admin; Engineering	Low - The project could be funded under the existing budget. The project is part of or can be part of an ongoing existing program.	Medium - Project will have a long-term impact on the reduction of risk exposure for life and property, or project will not provide an immediate reduction in the risk exposure for property.	1-3 Years	N/A	Internal Funding	Medium	Goal 2: Infrastructure , Goal 4: Resilience	ps-EQ-SW-222
ma-EQ-SW-237	Earthquake	PPRO - Property Protection	Pending	2021	Solano County Water Agency	Continue coordination with state and federal agencies to protect N. Bay Aqueduct and Solano Project assets from failures from earthquakes	Engineering	Medium - The project could be implemented with existing funding but would require a re-apportionment of the budget or a budget amendment, or the cost of the project would have to be spread over multiple years.	Medium - Project will have a long-term impact on the reduction of risk exposure for life and property, or project will not provide an immediate reduction in the risk exposure for property.	3-5 Years	Planning	HMGP / BRIC	Medium	Goal 2: Infrastructure , Goal 4: Resilience	ps-EQ-SW-223

Mitigation No.	Hazard Type	Mitigation Type	Status	Year	Primary Agency	Title/Description	Responsible Party	Estimated Cost	Estimated Benefit	Time Frame	HMA Activity Type	Potential Grant Source	Priority	Goal	Related Problem Statements
ma-EW-SW-231	Extreme Weather	PPRO - Property Protection	Pending	2021	Solano County Water Agency	Develop package of erosion control projects and coordinate with Army Corps to develop single 404 dredge and fill permit for series.	LPCCC	High - Existing funding will not cover the cost of the project; implementation would require new revenue through an alternative source (for example, bonds, grants, and fee increases).	High - Project will provide an immediate reduction of risk exposure for life and property.	1-3 Years	N/A	Internal Funding	Extreme	Goal 2: Infrastructure , Goal 3: Environment , Goal 4: Resilience	ps-EW-SW-218, ps-EW-SW-219
ma-FL-SW-216	Flood/ Slope Failure	NRP - Natural Resource Protection	Pending	2021	Solano County Water Agency	Pursue projects to slow localized floodwaters, erosion, and sediment in Putah Creek Watershed, including through rock vanes, riparian habitat and wetland restoration, or other methods.	Water Resources Engineering; Streamkeeper	High - Existing funding will not cover the cost of the project; implementation would require new revenue through an alternative source (for example, bonds, grants, and fee increases).	High - Project will provide an immediate reduction of risk exposure for life and property.	5-10 Years	Project	HMGP / BRIC	Extreme	Goal 2: Infrastructure , Goal 3: Environment , Goal 4: Resilience	ps-CC-SW-220, ps-DR-SW-210, ps-EW-SW-214, ps-EW-SW-215, ps-EW-SW-216, ps-EW-SW-219, ps-FL-SW-211, ps-SF-SW-207, ps-SF-SW-217
ma-FL-SW-232	Flood	PPRO - Property Protection	Ongoing	2021	Solano County Water Agency	Continue to work with the County to address repetitive loss properties in unincorporated County, through such efforts as the previously-active home raising program.	Admin, Engineering	High - Existing funding will not cover the cost of the project; implementation would require new revenue through an alternative source (for example, bonds, grants, and fee increases).	High - Project will provide an immediate reduction of risk exposure for life and property.	3-5 Years	Project	HMGP / BRIC , FMA	High	Goal 1: People , Goal 4: Resilience	ps-FL-SW-212, ps-EW-SW-225, ps-FL-SW-226, ps-FL-SW-227
ma-FL-SW-233	Flood	SP - Structural Projects	Ongoing	2021	Solano County Water Agency	Continue to support flood protection efforts for the City of Rio Vista, including through ongoing maintenance of the Mellon Levee	Engineering	High - Existing funding will not cover the cost of the project; implementation would require new revenue through an alternative source (for example, bonds, grants, and fee increases).	High - Project will provide an immediate reduction of risk exposure for life and property.	Ongoing	N/A	Internal Funding , Other grant sources	Medium	Goal 1: People , Goal 2: Infrastructure , Goal 3: Environment , Goal 4: Resilience	ps-FL-SW-213
ma-FL-SW-236	Flood	SP - Structural Projects	Pending	2021	Solano County Water Agency	Replace the Pleasant Creek culvert under Putah Creek Road	Engineering	High - Existing funding will not cover the cost of the project; implementation would require new revenue through an alternative source (for example, bonds, grants, and fee increases).	High - Project will provide an immediate reduction of risk exposure for life and property.	3-5 Years	Project	HMGP / BRIC	High	Goal 2: Infrastructure	ps-EW-SW-219, ps-EW-SW-218, ps-EW-SW-216, ps-EW-SW-214
ma-WF-SW-217	Wildfire	PPRO - Property Protection	Pending	2021	Solano County Water Agency	Coordinate with Solano County to develop a county-wide chipping program that would quickly chip downed timber and apply woody material to slopes to prevent erosion (see County MA-WF-SC-38)	DRM with support from local fire districts, SCWA, other agencies	High - Existing funding will not cover the cost of the project; implementation would require new revenue through an alternative source (for example, bonds, grants, and fee increases).	High - Project will provide an immediate reduction of risk exposure for life and property.	3-5 Years	Project	HMGP / BRIC	High	Goal 2: Infrastructure , Goal 3: Environment , Goal 4: Resilience	ps-WF-SW-205, ps-WF-SW-229
ma-WF-SW-238	Wildfire	PRV - Prevention , PPRO - Property Protection , NRP	Ongoing	2021	Solano County Water Agency	Coordinate with state, federal, and local agencies, and partners on watershed health projects in Berryessa watershed.	Environmental Services	Medium - The project could be implemented with existing funding but would require a re-apportionment of the budget or a budget amendment, or the cost of the project would have to be spread over multiple years.	High - Project will provide an immediate reduction of risk exposure for life and property.	Ongoing	Project	HMGP / BRIC	High		ps-WF-SW-229

# SOLANO COUNTY WATER AGENCY



## MEMORANDUM

**TO: Board of Directors**

**FROM: Roland Sanford, General Manager**

**DATE: February 3, 2022**

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

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### Omicron

Despite best efforts, during the month of January nearly one-half of the staff tested positive for COVID – presumably the Omicron variant. Thankfully, it appears that most if not all cases of Omicron were/are comparatively mild, and hopefully we are at least on the backside of the “Omicron wave”. Due to staffing limitations, we have fallen behind on a number of tasks, and I suspect will be playing catch up for the first few weeks of February.

### Water Supply Outlook

In January the news regarding the North Bay Aqueduct 2022 Table A allocation was better than anticipated – for the moment the Department of Water Resources is forecasting a 25 percent allocation for Solano and Napa. By design, the forecast is conservative in that it is based on the assumption that the remainder of the rainy season will follow a largely dry weather track. Should conditions continue to be exceptionally dry, as they were in January, it is possible that the 2022 allocation could be decreased later in the year.

As of this writing no significant storms appear to be on the horizon and the next couple weeks of February are projected to be dry throughout most if not all of California. Realistically, the month of March is probably our last chance of receiving significant precipitation this rainy season.

As previously reported, the Solano Project is poised to deliver full allocations in 2022. As of this writing Lake Berryessa holds slightly over 1,030,000 acre-feet of water in storage. Should we have another “miracle March” – thinking back to 1993 – and reach 1,100,000 acre-feet of water in storage by Spring, full water deliveries will likely occur in 2023, even if the drought continues into 2023.

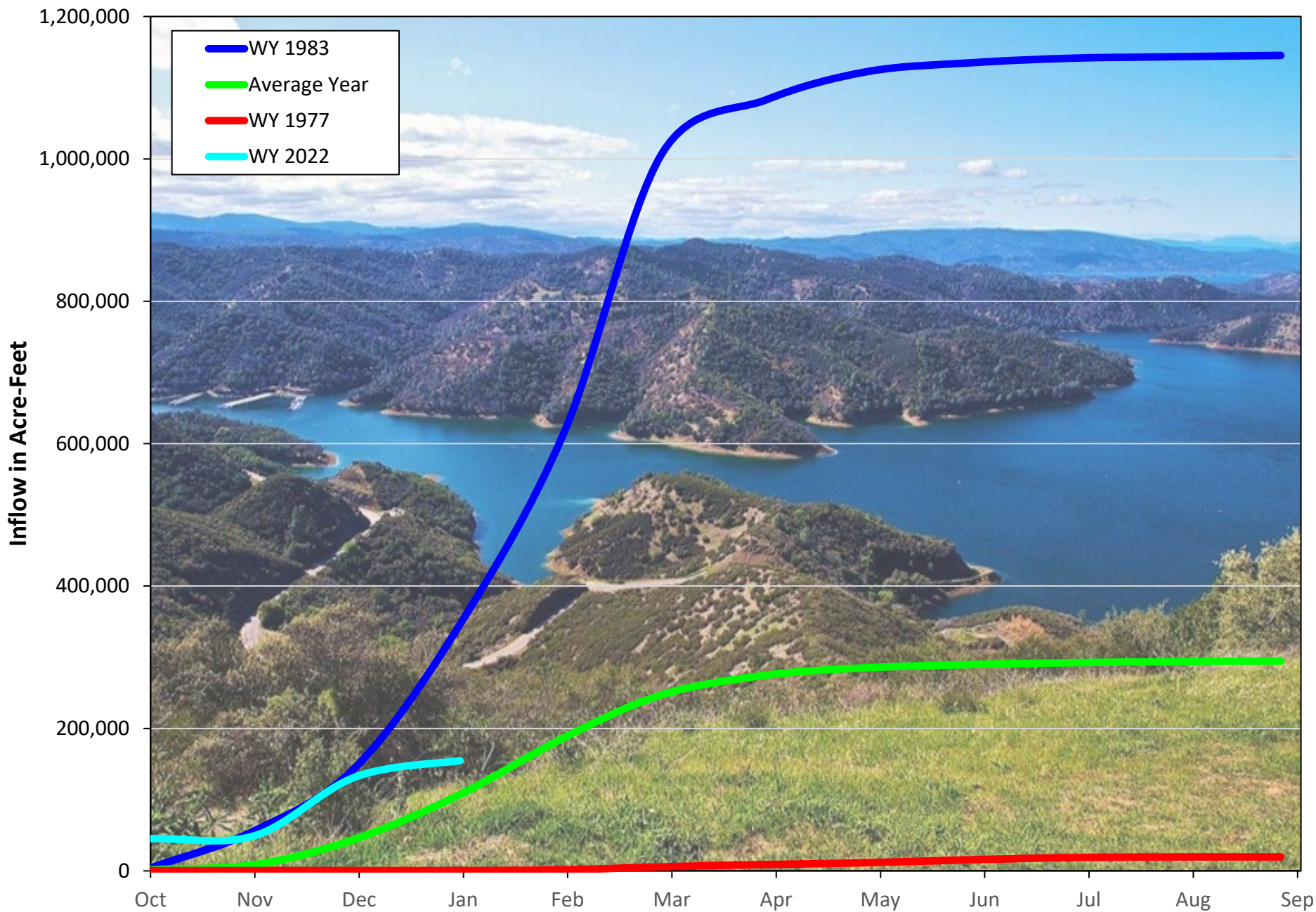


### **Lower Putah Creek Salmon Surveys**

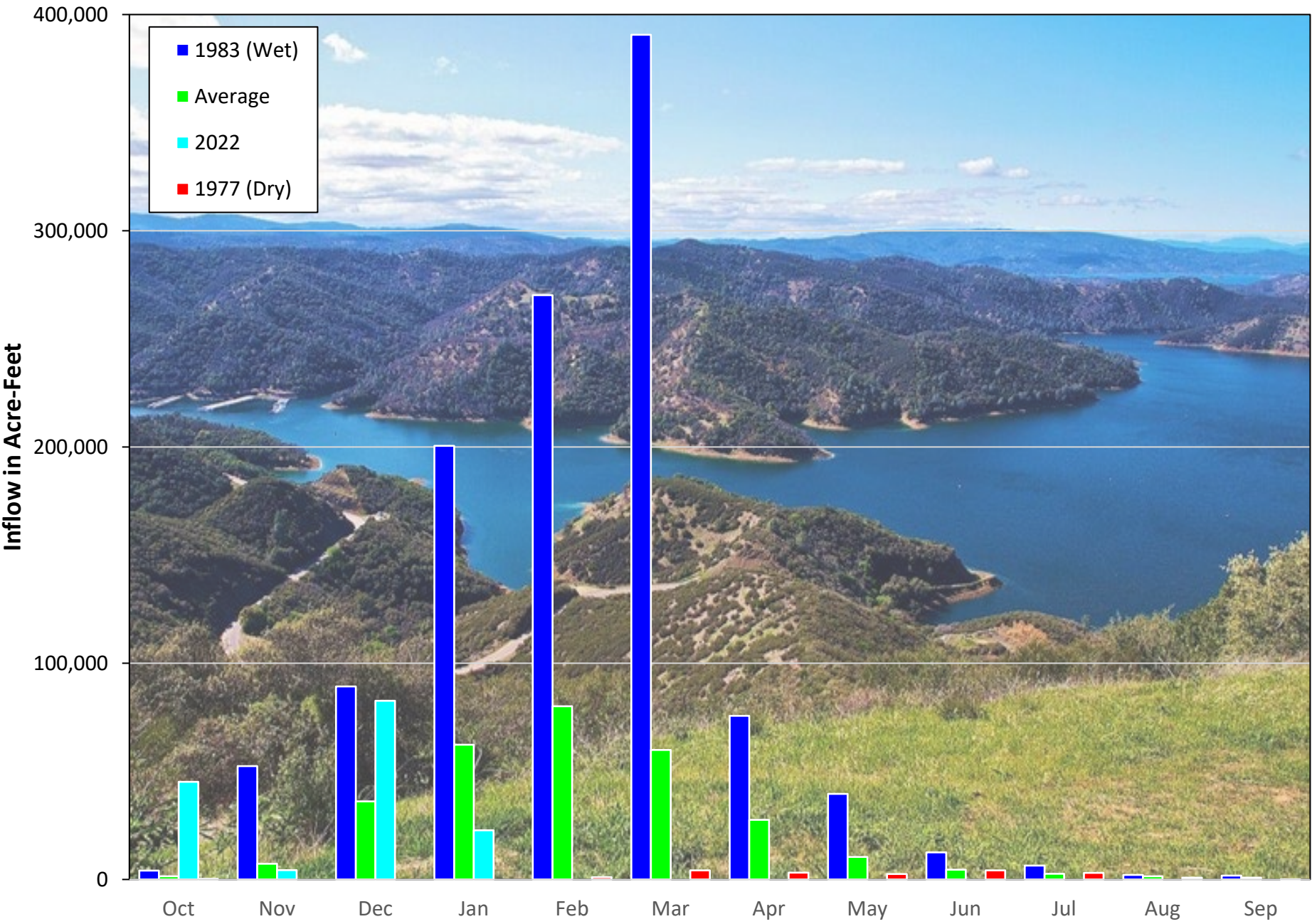
Unfortunately, it appears that only a couple salmon successfully spawned in Lower Putah Creek this winter. As previously reported, unsuitable water quality conditions - exceptionally low dissolved oxygen concentrations - in a 13-mile-long segment of the Toe Drain, which Lower Putah Creek is tributary to, resulted in the demise of salmon and effectively precluded salmon from entering Lower Putah Creek during what appears to have been the peak of the “salmon run”. Water Agency consultants will be conducting limited snorkel surveys in Lower Putah Creek, in February and possibly early March, to search for and characterize the abundance – or lack of – progeny from the 2022 salmon run.

Given the substantial habitat restoration investments that have been made in Lower Putah Creek, the situation in the Toe Drain is concerning. Water quality conditions in the Toe Drain improved with the wet weather in December, which provided suitable flushing flows, but it remains to be seen whether this winter’s prolonged “low dissolved oxygen event” will occur with increasing frequency in below normal and dry winters. Among the questions needing answers; has something changed with respect to the hydrodynamics and general flow of water in the Toe Drain region, thereby contributing to stagnation; what role if any is the proliferation of invasive aquatic plants throughout the Delta contributing to the total quantity of decaying plant material, which in turn results in dissolved oxygen depletions?

# Annual Lake Berryessa Inflow



# Annual Lake Berryessa Inflow



**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) –**

Strategic Environmental – Wildlife Monitoring - \$45,000

TRPA Fish Biologist – Winter 2022 Putah Creek IDR Salmon Habitat Surveys - \$19,000

**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**  
**December 1, 2021**

Present: Roland Sanford, Chris Lee, Thomas Pate, Alex Rabidoux, and Jeff Barich, SCWA; Michael Hether, Fairfield; Justen Cole, Vacaville; Beth Schoenberger and Melissa Cansdale, Vallejo; Deborah Barr, Dixon; Talyon Sortor, FSSD; James Bezek, Solano County; Paul Fuchslin, SID.

The meeting was called to order at 12:34 PM.

1. Approval of Minutes

The minutes of the October 27, 2021 meeting were approved.

2. Emerging Issues

Roland gave a brief overview of drought impacts to the various regional water projects. For the Solano Project a full allocation is expected. On the SWP there is only a minimal allocation, which is limited to unmet health and safety needs. DWR will take into account the carryover that each Contractor has. It is unclear how non-SWP water supplies will be factored into their unmet health and safety calculation. There is also no significant rain on the horizon. On other SWP drought issues, currently the False River Barrier is installed in the Delta, and it is currently breached. If hydrologic conditions do not improve, DWR anticipates that the Steamboat and Sutter Slough Barriers will be installed. Current hydrodynamic modeling by DWR shows very little impact to the NBA. SCWA has a meeting with DWR next Monday to review the water quality modeling.

Roland provided the Commission a brief overview and update on the Napa County resorts at Lake Berryessa. Early on after the formation of Lake Berryessa, Napa County had direct oversight of the resorts. USBR eventually took this responsibility back due in part to a variety of development and land-use challenges. In the mid-2000s USBR demolished many of the resorts and trailers that were around the lake. More recently, USBR has given this oversight back to Napa County. Napa County has large-scale plans for the recreational development of the Lake Berryessa region. SCWA's main concern is the long-term impact of development on the operation of Lake Berryessa. With climate change, it is likely to expect greater swings in water surface elevation for Lake Berryessa. Moving forward it will be important to reinforce that the primary purpose of the Solano Project is water supply and engage with Napa County on recreation as well as the Invasive Species Mussel Program, which will be a topic at the upcoming SCWA Board Meeting.

3. SCWA General Manager's Report

On NBA issues, there is a plan to release up to 40,000 supplemental Delta Smelt near Rio Vista. DWR reached out to SCWA to see if we had any concerns. As part of that dialogue, SCWA requested an increase to the original 60-cfs flow

curtailment for Delta Smelt, requesting 80-cfs from January – April and 100-cfs for May and June. DWR will be conducting additional modeling to share with CDFW, to see if the curtailment limits can be raised. The Commission brought up the idea of changing the compliance point (Station 716) as it is 8-miles downstream of the actual NBA facility and in the region of tidal habitat restoration. Roland mentioned that there is some discussion on that, but some resistance as this is a long-term monitoring location. However, there may be a way to use new technology like NDNA and/or include another compliance point closer to the NBA and lower the weighting associated with Station 716.

On the Solano Project, there has been a large fish kill on the lower end of Putah Creek. Alex gave a brief overview of the evolving situation. On Putah Creek, the lower end of the system flows into the Yolo Bypass through the CDFW Wildlife Refuge and into the Toe Drain. The Toe Drain runs along the eastern edge of the Yolo Bypass, with several tributaries that include Cache Creek, Willow Slough, and Putah Creek that all drain into the Toe Drain. The Toe Drain flows south and eventually reaches the north end of Liberty Island, part of the Cache Slough Complex. On October 24, a large atmospheric storm event occurred over Northern California, and specifically our localized region. This large storm event mobilized a first-flush event of water in Putah Creek as well as several other Yolo Bypass tributaries, as well as elevated levels of organics, nutrients, and vegetation into the Toe Drain. Once the storm finished, flows rapidly decreased within the Toe Drain, resulting in very low Dissolved Oxygen (DO) throughout the Toe Drain. Coincidentally, low DO values were also measured along the lower end of Putah Creek that were a direct result of CDFW Wildlife Refuge operations, with low DO water from the Toe Drain being recirculated and drained into Putah Creek. During this same period, UC Davis was conducting their annual salmon monitoring along Putah Creek, which is funded by the Water Agency. As part of this effort, UC Davis researchers observed and counted almost 80-dead salmon in the lower 2-miles of Putah Creek that died of asphyxiation from low DO water in the Toe Drain and lower Putah Creek. More recently, SCWA staff were able to monitor the entire lower end of the Toe Drain from Putah Creek down to Liberty Island, observing very low DO levels throughout the Toe Drain, indicating that salmon can no longer migrate upstream into Putah Creek until this issue is resolved.

4. Groundwater Planning

Chris provided a brief update to the Commission. The final GSP is expected to be approved by the Solano Subbasin GSA in December. The final GSP will be submitted to DWR by the January 15, 2022 deadline.

5. Solano County Report

James provided a quick update from the County, including a brief update on the Little Egbert Tract and City of Rio Vista JPA to improve the levees in this region, as well as other potential flood improvements.

6. PSC/NBA Maintenance  
None

7. Legislative/Initiative/Court Decision Issues Not Discussed Above  
None

8. New Business  
None

9. Public Comments  
None

The next meeting will be January 26, 2021 at 12:30 PM.

The meeting adjourned at 1:22 PM.

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE: February 10, 2022  
SUBJECT: SCWA Fiscal Year 2020-2021 Audit

RECOMMENDATIONS:

Accept Fiscal Year 2020-2021 audit report.

FINANCIAL IMPACT:

None.

BACKGROUND:

The Water Agency’s Fiscal Year 2020-2021 audit was performed by Badawi & Associates, LLP, the results of which are summarized in the attached Independent Auditor’s Report. In their report, Badawi & Associates, LLP conclude the Water Agency’s financial statements for Fiscal Year 2020-2021 are free from material misstatement and are represented fairly in accordance with Generally Accepted Accounting Principles (GAAP).



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 February 10, 2022 by the following vote:

Ayes:  
  
Noes:  
  
Abstain:  
  
Absent:

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

# **Solano County Water Agency**

Annual Comprehensive  
Financial Report

For the Year Ended  
June 30, 2021





**Solano County Water Agency**  
**Annual Comprehensive Financial Report**  
**For the year ended June 30, 2021**

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**Solano County Water Agency**  
**Annual Comprehensive Financial Report**  
**For the year ended June 30, 2021**

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# SOLANO COUNTY WATER AGENCY



December 30, 2021

Dear Board President and Members of the Board of Directors:

Please find the submittal of the Annual Comprehensive Financial Report (ACFR) of the Solano County Water Agency, for fiscal year ended June 30<sup>th</sup>, 2021, in accordance with California Government Code section 25253. The ACFR provides an overview of the Agency's finances. Responsibility for the accuracy of this data and the completeness and fairness of the presentation, including all disclosures, rests with the agency.

In the opinion of management, the enclosed data is accurate in all material respects and reported in a manner designed to fairly set forth the financial position and results of operations of the Agency and contains all disclosures necessary to enable the reader to understand the Agency's financial affairs. The ACFR is prepared in accordance with Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). This report consists of management's representations concerning the finances of the Agency, and management assumes full responsibility for the accuracy and the completeness of all the information presented in this report.

To provide a reasonable basis for making these representations, management of the Agency has established a comprehensive internal control framework designed both to protect the Agency's assets from loss, theft, or misuse, and to compile sufficient and reliable information in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the Agency's comprehensive framework of internal controls is designed to provide reasonable, rather than absolute, assurance the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The Agency's financial statements have been audited by Badawi and Associates, a public accounting firm licensed and qualified to perform audits of local governments within the State of California. The independent auditor concluded, based upon the audit, there was a reasonable basis for rendering an unqualified opinion that the Agency's financial statements for the fiscal year ended June 30, 2021, are fairly presented in conformity with GAAP. The independent auditors report is presented as the first component of the financial section of this report.

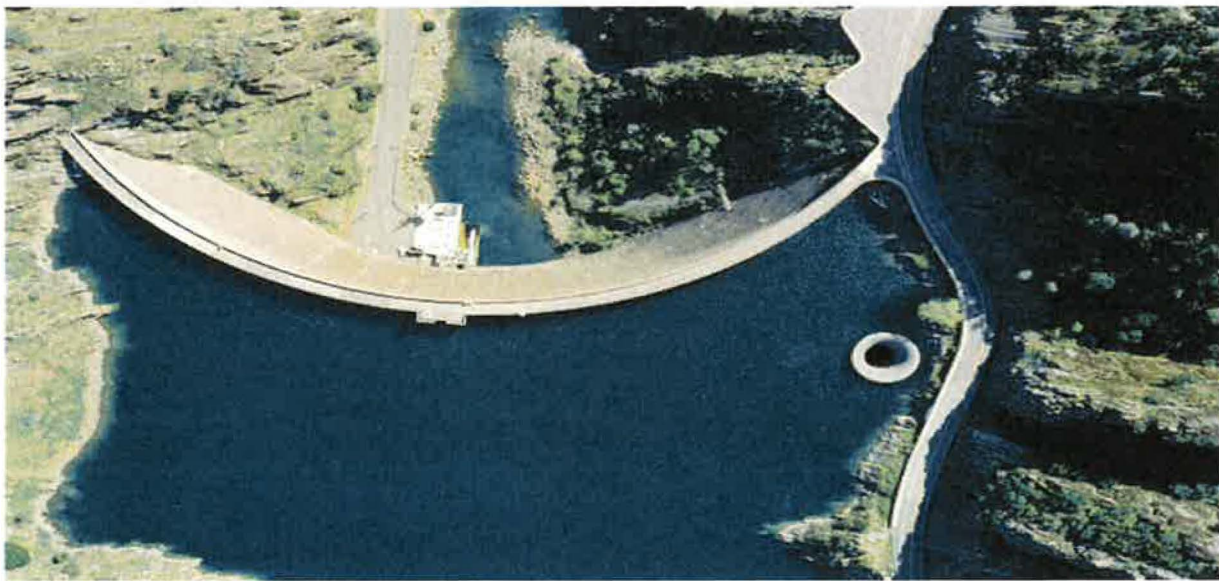
GAAP requires management to provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter

of transmittal is designed to complement the MD&A and should be read in conjunction with it. The Agency's MD&A can be found immediately following the report of the independent auditor.

### Profile of the Agency

On November 11, 1948, the Monticello Dam was authorized by the Secretary of the Interior, under the Reclamation Project Act of 1939, and was built by the Bureau of Reclamation from 1953-1957, located on Putah Creek, Solano County, in the Vaca Mountains, on the Eastern side of Napa County. The Dam regulates the flows along the reaches of Lower Putah Creek and stores surplus water for Solano County. Lake Berryessa has a storage capacity of 1,602,000-acre feet, which is 522,013,986,054 gallons of water, and was built to provide a secure and reliable water source for local farmers and city residents. Solano County Water Agency (SCWA) was founded by Assembly Bill No. 2069, September 1989, by the California State Legislature, sometimes referred to as the Solano County Water Agency Act. The Legislature found it necessary for the conservation, development, control, and use of water for the public good and for the protection of life and property. This Act defines the boundaries of the Agency and ties the boundaries to the boundaries of the County, which it serves.

As an independent Special District, it operates as a separate local government that has no reporting responsibility to the County or to the Cities within the county. SCWA reports to a Board of Directors consisting of the mayors of the 7 cities in the County, a representative from 3 Irrigation/Agricultural agencies within the county, and members of the County Board of Supervisors. The Board contains publicly elected officials and serve terms equal to their elected terms. The Board appoints the General Manager, who is the chief executive and is responsible for the Agency's operations and to administer the programs in accordance with the policies.



Overhead view of Monticello Dam and Powerhouse

## Water Supply and Mission Statement

SCWA was established to provide an adequate water supply to the cities within Solano County and is responsible for the conservation, development, control and use of water for the public good. It is the Agency's responsibility to maintain the infrastructure to deliver raw water to the cities within the county, work in conjunction with the county on soil erosion projects and public flood control projects.

The Solano Project provides about half the municipal water supply and a majority of the agricultural water supply in Solano County. It is our most important water supply providing reliable high quality water stored and controlled locally. Our primary mission is to protect and maintain the reliability and quality of the water supply.

The North Bay Aqueduct provides about half the municipal water supply in Solano County. It is a critical water supply that will provide most of the water for future growth in Solano County. Since the North Bay Aqueduct (NBA) is owned and operated by Department of Water Resources (DWR), a state agency, SCWA's role is limited. Our goal is to improve NBA water supply reliability and water quality. The Solano Project provides about half the municipal water supply and much of the agricultural water supply in Solano County. It is our most important water supply providing reliable high-quality water stored and controlled locally. Our primary mission is to protect and maintain the reliability and quality of the water supply.

## Habitat Conservation

As lead Agency for the Solano Habitat Conservation program (HCP), the agency's role is to develop the HCP in a coordinated effort with Plan Participants, public stakeholders, and the Resource Agencies (Department of Fish and Game, US Fish and Wildlife, National Marine Fisheries Service). Within the Plan Area, Solano County plus 8,000 acres of Yolo County, the HCP will permit new urban development, ongoing Operations and Maintenance of Plan Participant facilities, construction of new irrigation and flood control facilities; and Solano Irrigation District annexations. To offset these impacts, the HCP will prescribe a Conservation Strategy for the Covered Species, and an HCP Reserve System will be established for the benefit of the Covered Species and the habitat that they and many other species in the region depend on.

## Groundwater

Currently ground water plays a small role of water resources for the county. There is a potential for increased use. SCWA has been designated by the county groundwater agencies as the reporting authority for the Putah Fan/Tehema groundwater basin for groundwater information under a new state law.

SCWA is working with Member Agencies and other stakeholders on collecting groundwater data in Solano County and compiling into the groundwater database, for developing groundwater reports for state reporting requirements and for future decisions on management of Solano County's groundwater.

## Water Conservation


State law and regulation encourage water conservation efforts and our Solano Project contract requires water management plans that address water conservation. The USBR Water Management Plans, Urban Water Management Plans, and Agricultural Water Management Plans, provide a framework for implementing appropriate water conservation measures. Good water management dictates implementing such water conservation measures. SCWA defers to our cities and districts to determine an appropriate level of water conservation and technically, administratively, and financially assists our member agencies on water conservation efforts.

## Administration and Finance

The Administration and Finance division facilitates business and financial services of the Agency, to provide support to staff in their roles at the Agency, and to develop the human and organizational potential of the Agency in support of the Agency missions of water resource planning, and management, flood control, habitat conservation, and water conservation. Administration and Finance is committed to the values of excellence, mutual respect, diversity, cooperation and communication, integrity, ethics, and accountability.

The Agency adopts an annual budget and makes decisions on the efficient use of its resources. The financial plan includes the operating and capital programs, sets levels of related operating and capital expenditures that may be made during the budget period. The Board of Directors approves the annual budget, and it is implemented and monitored throughout the year by project managers and executive management, responding to unforeseen emergency circumstances. The budget for fiscal year 2020-21 was approved on June 10, 2021, and supports the mission, value, and goals, and objectives of the strategic plan. The budget for fiscal year 2020-21 included an operating budget of \$38,350,308 in revenues, and \$37,858,674 of expenses. The capital budget approved was \$6,073,990 and the Rehab & Betterment budget was for \$1,360,000.

Signed: \_\_\_\_\_



Dated: \_\_\_\_\_

12/30/21

General Manager; Solano County Water Agency

# **Solano County Water Agency Board of Directors**

## **Chairman of the Board**

Director Dale Crossley; Reclamation District No. 2068

## **Vice Chairman**

Supervisor Jim Spering; Solano County District 3

## **General Members**

Mayor Steve Young; City of Benicia

Mayor Steve Bird; City of Dixon

Mayor Harry Price; City of Fairfield

Director Ryan Mahoney; Maine Prairie Water District

Mayor Ron Kott; City of Rio Vista

Supervisor Erin Hannigan; Solano County District 1

Supervisor Monica Brown; Solano County District 2

Supervisor John Vasquez; Solano County District 4

Supervisor Mitch Mashburn; Solano County District 5

Director John Kluge; Solano County Irrigation District

Mayor Lori Wilson; City of Suisun City

Mayor Ron Rowlett; City of Vacaville

Mayor Robert McConnell; City of Vallejo

## **Other Committees**

### **Executive Committee**

Supervisor Jim Spering

Director Dale Crossley

Director John Kluge

Supervisor Mitch Mashburn

Mayor Ron Rowlett

### **Legislative Committee**

Director Dale Crossley

Supervisor Erin Hannigan

Director John Kluge

Mayor Lori Wilson

Mayor Ron Kott

### **Water Policy Committee**

Director Dale Crossley

Director John Kluge

Supervisor John Vasquez

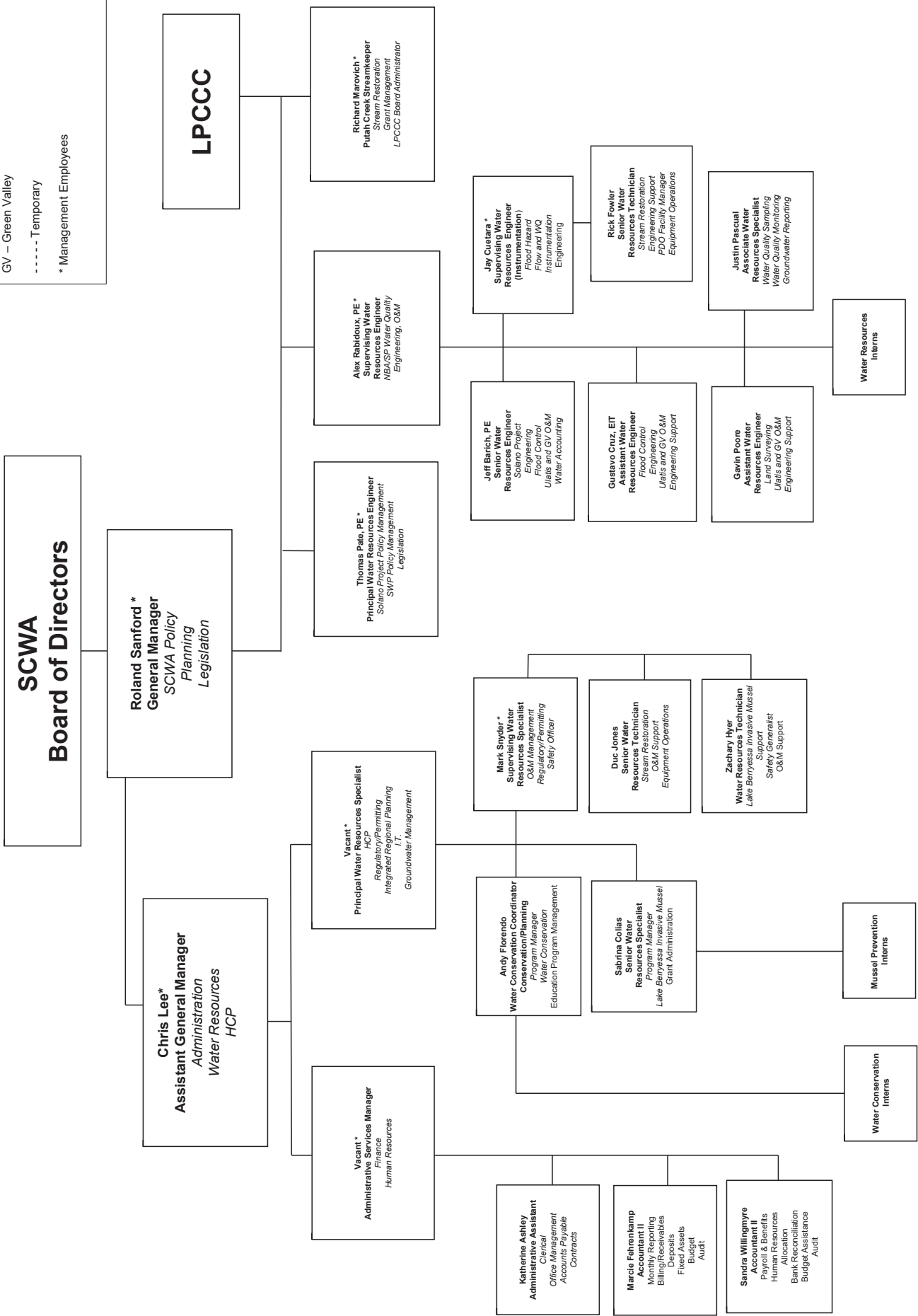
Supervisor Mitch Mashburn

Mayor Robert McConnell

# Solano County Water Agency

## Organizational Chart

**Key**  
 LPCCC - Lower Putah Creek Coordinating Committee  
 SWP – State Water Project  
 O&M – Operations and Maintenance  
 PDO – Putah Diversion Office  
 WQ – Water Quality  
 GV – Green Valley  
 ----- Temporary  
 \* Management Employees





## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
of the Solano County Water Agency  
Vacaville, California

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities and major funds of the Solano County Water Agency (Agency), as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements as listed in the table of contents.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### ***Opinions***

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Agency as of June 30, 2021, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Other Matters***

#### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, pension information, and OPEB information on pages 5-11 and 53-59 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

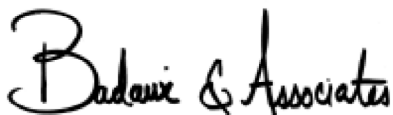
#### ***Other Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Agency's basic financial statements. The introductory section and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The introductory section and statistical section have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 30, 2021 on our consideration of the Agency's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control over financial reporting and compliance.



Badawi and Associates, CPAs  
Berkeley, California  
December 30, 2021

## MANAGEMENT'S DISCUSSION AND ANALYSIS

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SOLANO COUNTY WATER AGENCY  
MANAGEMENTS DISCUSSION AND ANALYSIS  
FOR THE YEAR ENDED JUNE 30, 2021

The following discussion and analysis of the section of the Solano County Water Agency's (Agency) financial performance provides an overview of the Agency's financial activities for the fiscal year ending June 30, 2021. This information is presented in conjunction with the audited financial statements.

## **FINANCIAL HIGHLIGHTS**

The assets and deferred outflows of resources of the Agency exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by \$70,950,568 (net position). Of this amount, \$19,284,792 represents unrestricted net position, which may be used to meet the government's ongoing obligations to citizens and creditors.

- The Agency's total net position increased \$5,001,613.
- At the close of the fiscal year, the Agency's governmental funds reported combined fund balances of \$55,520,975, an increase of \$2,613,837, in comparison with the prior year.

## **OVERVIEW OF THE ANNUAL FINANCIAL REPORT**

The financial section of this report consists of four parts: Government-wide financial statements, fund financial statements, the notes to the financial statements, and required supplementary information.

The government-wide financial statements are prepared using the accrual basis of accounting. They present all the assets, deferred outflows of resources, liabilities, and deferred inflows of resources of the Agency, with the difference reported as net position. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows.

The fund financial statements are prepared using the modified accrual basis of accounting. They present the assets and liabilities of the Agency that are expected to be generated by or used for near-term inflows or outflows, with the difference reported as fund balance. Changes in fund balance are reported if they will have an effect on the near-term cash flow of the Agency.

The notes provide additional information that is essential to the reader for a full understanding of the data provided in the government-wide and fund financial statements.

The required supplementary information presents the Agency's progress in funding its obligations to provide pension and health benefit to its employees as well as the Agency's budgetary comparison schedules.

## **NET POSITION**

The Statement of Net Position presents the financial position of the Agency on a full accrual basis and provides information about the nature and amount of resources and obligations at year-end. It also provides the basis for computing rate of return, evaluating the capital structure of the Agency, and assessing the liquidity and financial flexibility of the Agency.

**SOLANO COUNTY WATER AGENCY  
MANAGEMENTS DISCUSSION AND ANALYSIS  
FOR THE YEAR ENDED JUNE 30, 2021**

The following Table A-1 summarizes the Statement of Net Position as of June 30, 2021 and June 30, 2020 follows:

TABLE A-1  
STATEMENT OF NET POSITION

	2021	2020	\$Change	%Change
<b>ASSETS</b>				
Current and other assets	\$ 57,820,574	\$ 54,864,906	\$ 2,955,668	5%
Noncurrent assets	534,496	170,895	363,601	213%
Capital assets	15,433,468	12,858,997	2,574,471	20%
Total Assets	73,788,538	67,894,798	5,893,740	9%
Deferred Outflows of Resources	1,238,953	1,632,875	(393,922)	-24%
<b>LIABILITIES</b>				
Current liabilities	2,531,556	2,055,408	476,148	23%
Noncurrent liabilities	357,796	862,850	(505,054)	-59%
Total Liabilities	2,889,352	2,918,258	(28,906)	-1%
Deferred Inflows of Resources	1,187,571	660,460	527,111	80%
<b>NET POSITION</b>				
Net investment in capital assets	15,335,356	12,858,997	2,476,359	19%
Restricted	36,330,420	31,878,555	4,451,865	14%
Unrestricted	19,284,792	21,211,403	(1,926,611)	-9%
Total Net Position	\$ 70,950,568	\$ 65,948,955	\$ 5,001,613	8%

Table A-1 summarizes the net position of the Agency and reflects the net position increase of \$5,001,613 from \$65,948,955 in fiscal year 2020 to \$70,950,568 in fiscal year 2021. Net investment in capital assets increased \$2,574,471, reflecting the net of assets additions and depreciation on capital assets. Approximately 28% of the Agency's net position reflects its investment in capital assets (e.g., land, building, machinery, and equipment). The Agency uses these capital assets to provide services to the Agency; consequently, these assets are not available for future spending. The restricted net position totals \$36,330,420 at June 30, 2021 representing funds that are obligated to be spent within State Water Project, Ulati, and Green Valley. The increase in restricted net position of \$4,451,865 mainly consists of the revenues exceeding expenses in most of the funds. The unrestricted net position is a resource that can be used for transactions relating to the general operations of the Agency and decreased by \$1,926,611, primarily due to the expenses exceeding the revenues in the Solano Project funds.

## CHANGES IN NET POSITION

The Statement of Net Position is a snapshot that shows assets and deferred outflows of resources, liabilities and deferred inflows of resources, and net position at a specific point in time. The Statements of Activities provides information on the nature and source of these assets and liabilities represented on the Statement of Net Position. This statement shows that revenues exceeded expenses by \$5,001,613 for fiscal year 2021.

SOLANO COUNTY WATER AGENCY  
MANAGEMENTS DISCUSSION AND ANALYSIS  
FOR THE YEAR ENDED JUNE 30, 2021

The following Table A-2 summarizes the Statement of Activities for the fiscal years ending June 30, 2021 and June 30, 2020:

TABLE A-2  
STATEMENT OF ACTIVITIES

	2021	2020	\$Change	%Change
<b>REVENUES</b>				
Program Revenues				
Charges for services	\$ 3,355,698	\$ 2,786,476	\$ 569,222	20%
Operating grants and contributions	286,925	959,082	(672,157)	-70%
General Revenues				
Property taxes	27,478,627	26,752,979	725,648	3%
Investment earnings	171,005	897,398	(726,393)	-81%
Other	286,124	124,314	161,810	130%
Total Revenue	31,578,379	31,520,249	58,130	0%
<b>EXPENSES</b>				
Solano Project	11,422,473	11,114,866	\$ 307,607	3%
State Water Project	14,202,526	14,849,962	(647,436)	-4%
Ulati Flood Control	883,497	922,970	(39,473)	-4%
Interest and fiscal charges	416	-	416	
Green Valley Flood Control	67,854	106,279	(38,425)	-36%
Total Expenses	26,576,766	26,994,077	(417,311)	-2%
Change in net position	5,001,613	4,526,172	475,441	11%
Net position - beginning	65,948,955	61,422,783	4,526,172	7%
Net position - ending	\$ 70,950,568	\$ 65,948,955	\$ 5,001,613	8%

Ending net position totaled \$70,950,568 at June 30, 2021, an increase in net position of \$5,001,613 or 8% from June 30, 2020. Total revenues increased by \$58,130 during the fiscal year 2021 compared to 2020. Property tax revenue increased in fiscal year 2021 compared to 2020 by \$725,648 or 3%. Grant revenues decreased by \$672,157 or 70%, from June 30, 2020. Total expenses decreased by \$417,311 or 2% to \$26,576,766 in 2021. The Solano Project expenses increased by \$307,607 from 2020 to 2021 primarily due to budgeted capital outlay and general support, PSC, Dam, and Solano Project Operations & Maintenance decreased slightly but were offset by Consulting costs for technical studies and support. The State Water Project expenses decreased by \$706,987 from 2020 to 2021 primarily due to decreased efforts on Petersen Ranch, after completing initial cleanup and new fencing project, and other reduced costs due to another dry year. Ulati and Green Valley have fluctuations in maintenance costs depending on the dry/wet annual cycles.

SOLANO COUNTY WATER AGENCY  
MANAGEMENTS DISCUSSION AND ANALYSIS  
FOR THE YEAR ENDED JUNE 30, 2021

**COMPARISON OF BUDGETED TO ACTUAL REVENUES AND EXPENDITURES – GENERAL FUND**

The table below compares Actual Revenues and Expenditures to those budgeted.

TABLE A-3  
GENERAL FUND - SOLANO PROJECT BUDGET TO ACTUAL ANALYSIS

	Final	Actual	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>	Amended Budget	Amounts	
Property taxes	\$ 10,967,542	\$ 10,956,483	\$ (11,059)
Charges for services	308,562	427,527	118,965
Investment earnings	82,295	68,171	(14,124)
Intergovernmental	111,000	286,925	175,925
Other revenues	56,372	255,447	199,075
Total revenues	11,525,771	11,994,553	468,782
<b>EXPENDITURES:</b>			
Water purchases	173,600	94,600	79,000
Operations and maintenance	4,225,734	4,261,111	(35,377)
Administration and general	5,655,825	4,312,462	1,343,363
Conservation and flood control	789,720	671,935	117,785
Engineering	1,433,733	1,536,363	(102,630)
Capital outlay	3,131,685	3,158,942	(27,257)
Debt service:			
Principal	-	2,241	(2,241)
Interest and fiscal charges	-	416	(416)
Total expenditures	15,410,297	14,038,070	1,372,227
REVENUES OVER (UNDER) EXPENDITURES	(3,884,526)	(2,043,517)	1,841,009
<b>OTHER FINANCING SOURCES (USES):</b>			
Capital lease financing	-	100,353	100,353
Total other financing sources (uses)	-	100,353	100,353
<b>Net change in fund balances</b>	<b>\$ (3,884,526)</b>	<b>\$ (1,943,164)</b>	<b>\$ 1,941,362</b>

Revenues during the year were \$468,782 above the amount included in the amended budget for FY2020-21. The main drivers were as follows:

- Intergovernmental Revenues – Grant revenues has decreased over prior years and during the current year, we under-budgeted due to timing.
- Other Revenues – With the purchase of Sackett Ranch property, there are several building being leased. We sold off used LPC equipment and had spoil sales on a restoration project.

SOLANO COUNTY WATER AGENCY  
MANAGEMENTS DISCUSSION AND ANALYSIS  
FOR THE YEAR ENDED JUNE 30, 2021

Actual expenditures were \$1,372,227 lesser than the amended budget. The major savings resulted from the following:

- Administrative expenditures were under budget due to the postponement of 5 positions due to COVID 19 and the postponement of acquiring additional office space. The HCP project expenditures were postponed again due to the delay of EIR/EIS, and the purchase of easement property being delayed until 2021/2022. There have also been delays within the Flood Master Plan and the Dixon Watershed Implementation program. Due to the LNU Complex Fire, other programs, studies, and assessments have also been delayed

## CAPITAL ASSETS

The Agency's capital assets, net of accumulated depreciation, consist mainly of land purchases (Sackett Ranch) and land improvements (Cement Hill Bypass). The Agency continues to add new water monitoring equipment and field equipment as part of its water supply and flood control operations. In addition to the Sackett Ranch land purchase, numerous building and farm equipment were part of the purchase. SCWA is also cost-sharing a new John Deere Motor Grader with Solano Irrigation District on the Solano Project.

TABLE A-3  
CAPITAL ASSETS

	2021	2020
Land	8,746,401	7,063,469
Construction-in-progress	259,286	36,482
Buildings	2,732,716	1,700,109
Cement Hill Bypass land improvements	2,535,494	2,535,494
Water monitoring equipment	2,374,428	2,310,374
Machinery and field equipment	3,152,049	3,073,995
Furniture, fixtures, and office equipment	364,136	364,136
Subtotal	20,164,510	17,084,059
Less accumulated depreciation	(4,731,042)	(4,225,062)
Total net capital assets	15,433,468	12,858,997

Additional information about the Agency's capital assets can be found in Note 4 in the Notes to the Basic Financial Statements.

## LONG TERM DEBT

The Agency's long-term debt consist of the following:

	Balance at July 1, 2020	Additions	Deletions	Balance at June 30, 2021	Due in One Year	Due in More Than One Year
Capital leases	\$ -	\$ 100,353	\$ 2,241	\$ 98,112	\$ 12,588	\$ 85,524

Additional information about the Agency's long-term debt can be found in Note 5 in the Notes to the Basic Financial Statements.

SOLANO COUNTY WATER AGENCY  
MANAGEMENTS DISCUSSION AND ANALYSIS  
FOR THE YEAR ENDED JUNE 30, 2021

**FINANCIAL ANALYSIS OF AGENCY FUNDS**

The following Table A-4 summarizes the changes in fund balances for the governmental funds:

TABLE A-4  
CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS

	Solano Project	State Water Project	Ulati Flood Control	Green Valley Flood Control	Total
<b>REVENUES</b>					
Property taxes	10,956,483	14,831,240	1,542,426	148,477	27,478,626
Charges for services	427,527	2,928,171	-	-	3,355,698
Investment earnings	68,171	77,282	24,657	894	171,004
Grant revenues	286,925	-	-	-	286,925
Other income	255,447	17,241	13,438	-	286,126
<b>Total Revenues</b>	<b>11,994,553</b>	<b>17,853,934</b>	<b>1,580,521</b>	<b>149,371</b>	<b>31,578,379</b>
<b>EXPENDITURES</b>					
Water purchase	94,600	12,292,000	-	-	12,386,600
Operations and maintenance	4,261,111	343,265	678,590	53,636	5,336,602
Administration and general	4,312,462	1,203,433	86,550	14,218	5,616,663
Conservation and flood control	671,935	233,925	-	-	905,860
Engineering	1,536,363	121,208	-	-	1,657,571
Capital outlay	3,158,942	-	-	-	3,158,942
Debt Service:					-
Principal	2,241	-			2,241
Interest & Fiscal Charges	416	-			416
<b>Total Expenditures</b>	<b>14,038,070</b>	<b>14,193,831</b>	<b>765,140</b>	<b>67,854</b>	<b>29,064,895</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(2,043,517)</b>	<b>3,660,103</b>	<b>815,381</b>	<b>81,517</b>	<b>2,513,484</b>
<b>OTHER FINANCING SOURCES (USES):</b>					
Capital Lease Financing	100,353	-	-	-	100,353
<b>Total other financing sources (uses)</b>	<b>100,353</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>100,353</b>
<b>Net Change in Fund Balance</b>	<b>(1,943,164)</b>	<b>3,660,103</b>	<b>815,381</b>	<b>81,517</b>	<b>2,613,837</b>
Fund balance, beginning	21,028,583	23,957,575	7,643,680	277,300	52,907,138
Fund balance, ending	19,085,419	27,617,678	8,459,061	358,817	55,520,975

**Solano Project** - As of June 30, 2021, the Solano Project reported an ending fund balance of \$19,085,421, a decrease of \$1,943,162 from 2020. Expenditures were under budget mainly due to LPCCC Grants and service projects either being completed, expired, or not happening. Due to a dry year and Covid-19, Rehab & Betterment projects have been delayed, and the HCP Conservation easement with PG&E and the Office Expansion are scheduled for completion during 2022.

SOLANO COUNTY WATER AGENCY  
MANAGEMENTS DISCUSSION AND ANALYSIS  
FOR THE YEAR ENDED JUNE 30, 2021

State Water Project -As of June 30, 2021, the State Water Project reported ending fund balance of \$27,617,677, an increase from 2020 of \$3,660,104. This increase in fund balance is due primarily to delayed implementation of North Bay Aqueduct projects and studies, delay of Office Expansion, and higher than anticipated property tax revenues.

Ulati Flood Control Zone 1 - As of June 30, 2021 the Ulati Flood Control reported an ending fund balance of \$8,459,061, an increase of \$815,380 from 2020. Actual property tax revenues exceeded planned expenditures. This fluctuates every year depending on weather and timing.

Green Valley Flood Control Zone 2 - As of June 30, 2020, the Green Valley Flood Control reported an ending fund balance of \$358,818, an increase of \$81,518 from 2020 due to actual property tax revenues higher than expected, decreased operations and maintenance costs. This fluctuates every year depending on weather and timing.

### **ECONOMIC FACTORS AND NEXT YEAR'S BUDGET**

During 2003, the Agency developed a Capital Project Funding Plan that forecasts capital project needs over a five- year horizon. There are a few major projects that have uncertainties regarding if and when they will be funded and at what level. The Capital Project Funding Plan, portions of which was scheduled for revision in 2020-2021 fiscal year, has been delayed to due Covid-19 and the LNU Fire Complex work.

Water rates charged by the Agency to cities, districts, and agencies are fixed by contract and do not change in relationship to the Agency's expenditures or revenues. Capital costs for the Solano Project have been paid off; therefore, Solano County Water Agency does not make payments to the United States Bureau of Reclamation for Solano Project water and, therefore, does not charge for Solano Project water supply for most of its contracting agencies.

During this current fiscal year, we have experienced the COVID-19 pandemic, which has crossed into the new fiscal year of 2021-2022. The pandemic hit during the FY2021 budget process, and due to the unknown nature, the Agency did not modify the fiscal year 2020-2021 budget. During August of 2020, Solano County suffered from a terrible fire season and the Agency has been doing additional water monitoring and emergency work to mitigate possible damage during the upcoming rainy season.

### **REQUESTS FOR INFORMATION**

This financial report is designed to provide a general overview of the finances for the Agency. Questions concerning any information provided in this report or requests for additional information should be addressed to the General Manager, 810 Vaca Valley Parkway, Suite 203, Vacaville, CA 95688.

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# **BASIC FINANCIAL STATEMENTS**

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# GOVERNMENT-WIDE FINANCIAL STATEMENTS

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**Solano County Water Agency**  
**Statement of Net Position**  
**June 30, 2021**

	Governmental Activities
<b>ASSETS</b>	
Cash and cash equivalents	\$ 56,879,238
Accounts receivable	753,658
Interest receivable	18,942
Prepaid expenses and other assets	168,736
Net OPEB asset	534,496
Capital assets:	
Nondepreciable	9,005,687
Depreciable	11,158,823
Less accumulated depreciation	(4,731,042)
Total capital assets, net	15,433,468
<b>Total assets</b>	<b>73,788,538</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>	
Deferred outflows of resources related to the net pension liability	1,137,822
Deferred outflows of resources related to the net OPEB asset	101,131
<b>Total deferred outflows of resources</b>	<b>1,238,953</b>
<b>LIABILITIES</b>	
Accounts payable	1,694,759
Accrued payroll	42,761
Deposits	90,597
Unearned revenues	471,482
Compensated absences:	
Due within one year	219,369
Due in more than one year	151,867
Capital leases:	
Due within one year	12,588
Due in more than one year	85,524
Net pension liability:	
Due in more than one year	120,405
<b>Total liabilities</b>	<b>2,889,352</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>	
Deferred inflows of resources related to the net pension liability	584,868
Deferred inflows of resources related to the net OPEB asset	602,703
<b>Total deferred inflows of resources</b>	<b>1,187,571</b>
<b>NET POSITION</b>	
Net investment in capital assets	15,335,356
Restricted	36,330,420
Unrestricted	19,284,792
<b>Total net position</b>	<b>\$ 70,950,568</b>

See accompanying Notes to Basic Financial Statements

**Solano County Water Agency**  
**Statement of Activities**  
**For the year ended June 30, 2021**

Functions/Programs	Expenses	Program Revenues				Net (Expense)
		Charges for	Operating	Capital	Total	Revenue and
		Services	Grants and	Grants and		Changes in
			Contributions	Contributions		Net Position
						Governmental
						Activities
<b>Primary government:</b>						
<b>Governmental activities:</b>						
Solano Project	\$11,422,473	\$ 427,527	\$ 286,925	\$ -	\$ 714,452	\$(10,708,021)
State Water Project	14,202,526	2,928,171	-	-	2,928,171	(11,274,355)
Ulati Project	883,497	-	-	-	-	(883,497)
Green Valley Flood Control	67,854	-	-	-	-	(67,854)
Interest and fiscal charges	416	-	-	-	-	(416)
Total primary government	<u>\$26,576,766</u>	<u>\$3,355,698</u>	<u>\$ 286,925</u>	<u>\$ -</u>	<u>\$3,642,623</u>	<u>(22,934,143)</u>
<b>General Revenues:</b>						
						27,478,627
						171,005
						286,124
						<u>27,935,756</u>
						5,001,613
						65,948,955
						<u>\$ 70,950,568</u>

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# **FUND FINANCIAL STATEMENTS**

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**Solano County Water Agency**  
**Balance Sheet**  
**Governmental Funds**  
**June 30, 2021**

	Solano Project	State Water Project	Ulati Flood Control	Green Valley Flood Control	Total Governmental Funds
<b>ASSETS</b>					
Cash and cash equivalents	\$ 19,596,174	\$ 28,284,611	\$ 8,591,723	\$ 406,730	\$ 56,879,238
Accounts receivable	738,503	9,755	5,400	-	753,658
Interest receivable	7,529	8,577	2,737	99	18,942
Prepaid and other other assets	63,600	105,136	-	-	168,736
<b>Total assets</b>	<b>\$ 20,405,806</b>	<b>\$ 28,408,079</b>	<b>\$ 8,599,860</b>	<b>\$ 406,829</b>	<b>\$ 57,820,574</b>
<b>LIABILITIES AND FUND BALANCES</b>					
<b>Liabilities:</b>					
Accounts payable	\$ 1,146,047	\$ 359,901	\$ 140,799	\$ 48,012	\$ 1,694,759
Accrued payroll	42,761	-	-	-	42,761
Deposits	90,597	-	-	-	90,597
Unearned revenue	40,982	430,500	-	-	471,482
<b>Total liabilities</b>	<b>1,320,387</b>	<b>790,401</b>	<b>140,799</b>	<b>48,012</b>	<b>2,299,599</b>
<b>Fund Balances:</b>					
Nonspendable	63,600	105,136	-	-	168,736
Restricted	-	27,512,542	8,459,061	358,817	36,330,420
Assigned	3,250,000	-	-	-	3,250,000
Unassigned	15,771,819	-	-	-	15,771,819
<b>Total fund balances</b>	<b>19,085,419</b>	<b>27,617,678</b>	<b>8,459,061</b>	<b>358,817</b>	<b>55,520,975</b>
<b>Total liabilities and fund balances</b>	<b>\$ 20,405,806</b>	<b>\$ 28,408,079</b>	<b>\$ 8,599,860</b>	<b>\$ 406,829</b>	<b>\$ 57,820,574</b>

**Solano County Water Agency**  
**Reconciliation of the Governmental Funds Balance Sheet**  
**to the Government-Wide Statement of Net Position**  
**June 30, 2021**

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<b>Total Fund Balances of Governmental Funds</b>	<b>\$55,520,975</b>
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Amounts reported for governmental activities in the Statement of Net Position are different because:

Capital assets used in governmental activities were not current financial resources. Therefore, they were not reported in the Governmental Funds Balance Sheet. The capital assets were adjusted as follows:

Nondepreciable	9,005,687
Depreciable, net of accumulated depreciation	6,427,781

In the Government-Wide Financial Statements, deferred employer contributions for pension and OPEB, certain differences between actuarial estimates and actual results, and other adjustments resulting from changes in assumptions and benefits are deferred in the current year:

Deferred outflows of resources related to pension	1,137,822
Deferred outflows of resources related to OPEB	101,131
Deferred inflows of resources related to pension	(584,868)
Deferred inflows of resources related to OPEB	(602,703)

Long-term (liabilities)/assets were not due and payable in the current period, and other long-term assets were not current financial resources. Therefore, they were not reported in the Governmental Funds Balance Sheet:

Net OPEB asset	534,496
Compensated absences - due within one year	(219,369)
Compensated absences - due in more than one year	(151,867)
Capital leases - due within one year	(12,588)
Capital leases - due in more than one year	(85,524)
Net pension liability	(120,405)

<b>Net Position of Governmental Activities</b>	<b><u>\$70,950,568</u></b>
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**Solano County Water Agency**  
**Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Governmental Funds**  
**For the year ended June 30, 2021**

	Solano Project	State Water Project	Ulatris Flood Control	Green Valley Flood Control	Total Governmental Funds
<b>REVENUES:</b>					
Property taxes	\$ 10,956,483	\$ 14,831,240	\$ 1,542,426	\$ 148,477	\$ 27,478,626
Charges for services	427,527	2,928,171	-	-	3,355,698
Investment earnings	68,171	77,282	24,657	894	171,004
Intergovernmental	286,925	-	-	-	286,925
Other revenues	255,447	17,241	13,438	-	286,126
<b>Total revenues</b>	<b>11,994,553</b>	<b>17,853,934</b>	<b>1,580,521</b>	<b>149,371</b>	<b>31,578,379</b>
<b>EXPENDITURES:</b>					
Current:					
Water purchases	94,600	12,292,000	-	-	12,386,600
Operations and maintenance	4,261,111	343,265	678,590	53,636	5,336,602
Administration and general	4,312,462	1,203,433	86,550	14,218	5,616,663
Conservation and flood control	671,935	233,925	-	-	905,860
Engineering	1,536,363	121,208	-	-	1,657,571
Capital outlay	3,158,942	-	-	-	3,158,942
Debt Service:					
Principal	2,241	-	-	-	2,241
Interest and fiscal charges	416	-	-	-	416
<b>Total expenditures</b>	<b>14,038,070</b>	<b>14,193,831</b>	<b>765,140</b>	<b>67,854</b>	<b>29,064,895</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(2,043,517)</b>	<b>3,660,103</b>	<b>815,381</b>	<b>81,517</b>	<b>2,513,484</b>
<b>OTHER FINANCING SOURCES (USES):</b>					
Capital lease financing	100,353	-	-	-	100,353
<b>Total other financing sources (uses)</b>	<b>100,353</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>100,353</b>
<b>Net change in fund balances</b>	<b>(1,943,164)</b>	<b>3,660,103</b>	<b>815,381</b>	<b>81,517</b>	<b>2,613,837</b>
<b>FUND BALANCES:</b>					
Beginning of year	21,028,583	23,957,575	7,643,680	277,300	52,907,138
End of year	<u>\$ 19,085,419</u>	<u>\$ 27,617,678</u>	<u>\$ 8,459,061</u>	<u>\$ 358,817</u>	<u>\$ 55,520,975</u>

# Solano County Water Agency

## Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances to the Government-Wide Statement of Activities For the year ended June 30, 2021

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<b>Net Change in Fund Balances - Total Governmental Funds</b>	<b>\$ 2,613,837</b>
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Amounts reported for governmental activities in the Statement of Activities were different because:

Governmental funds reported asset acquisitions as expenditures. However, in the Government-Wide Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This was the amount of capital assets recorded in the current year.	3,158,942
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Proceeds from sale of assets are recognized as revenue in the governmental funds, however, only gain or loss on disposal of assets is recognized in the government-wide	(26,548)
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Depreciation expense on capital assets was reported in the Government-Wide Statement of Activities, but did not require the use of current financial resources. Therefore, depreciation expense was not reported as an expenditure in the governmental funds.	(557,923)
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the accrual increased compensated absences payable in the Government-Wide Statement of Net Position.	(42,583)
--	----------

Capital lease financing provide current financial resources to Governmental Funds, but capital lease financing incresed long-term liabilities in the Government-Wide Statement of Net Position	(100,353)
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Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces the long-term liabilities in the statement of net position	2,241
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OPEB benefits reported in the Government-Wide Statement of Activities are not current financial resources and therefore is not reported in the governmental funds.	(95,863)
--	----------

Current year pension and OPEB contributions are recorded as expenditures in the governmental funds, however these amounts are reported as deferred outflows of resources in the Government-Wide Statement of Net Position.

Deferred outflows related to current year pension contributions	408,211
Deferred outflows related to current year OPEB contributions	78,391

Pension expense reported in the Government-Wide Statement of Activities does not require the use of current financial resources, and therefore is not reported as an expenditure in the governmental funds.	(436,739)
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<b>Change in Net Position of Governmental Activities</b>	<b>\$ 5,001,613</b>
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# NOTES TO BASIC FINANCIAL STATEMENTS

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**Solano County Water Agency**  
**Notes to Basic Financial Statements**  
**For the year ended June 30, 2021**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The basic financial statements of the Solano County Water Agency (Agency) have been prepared in conformity with accounting principles generally accepted in the United States of America. The Government Accounting Standards Board (GASB) is the acknowledged standard setting body for establishing accounting and financial reporting standards followed by governmental entities in the United States of America. The more significant of the Agency's accounting policies are described below:

**A. *Financial Reporting Entity***

The Solano County Water Agency (the Agency) was created in 1951 by an act of the California Legislature as the "Solano County Flood Control and Water Conservation District." In 1988, the legislative act was changed to modify the governing board and the name was changed to Solano County Water Agency in 1989. The governing board is made up of five members of the Solano County Board of Supervisors, the mayors from the seven cities in the county and three representatives from three agricultural irrigation districts. The Agency provides wholesale water services to cities, districts, and state agencies and lead efforts to protect rights to existing sources of water and participates in efforts to secure new sources of projects and is involved in countywide flood control planning. As required by accounting principles generally accepted in the United States of America, these financial statements present the Agency alone as the Agency has no component units, related organizations, or jointly governed organizations.

**B. *Basis of Accounting and Measurement Focus***

The accounts of the Agency are organized on the basis of funds, each of which is considered a separate accounting entity with its own self-balancing set of accounts that comprise its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund balance or net position, revenues, and expenditures or expenses. These funds are established for the purpose of carrying out specific activities or certain objectives in accordance with specific regulations, restrictions, or limitations. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

**Government-Wide Financial Statements**

The Agency's government-wide financial statements include a Statement of Net Position and a Statement of Activities. These financial statements are presented on an "economic resources" measurement focus and the accrual basis of accounting. Accordingly, all the Agency's assets and liabilities, including capital assets, as well as infrastructure assets, and long-term liabilities, are included in the accompanying Statement of Net Position. The Statement of Activities presents changed in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which liabilities are incurred.

Certain types of transactions reported as program revenues for the Agency are reported in three categories:

- Charges for services
- Operating grants and contributions
- Capital grants and contributions

Certain eliminations have been made in regards to interfund activities, payables and receivables. All internal balances in the Statement of Net Position. In the Statement of Activities, internal fund transactions have been eliminated. There were no interfund activities requiring elimination for the year ended June 30, 2021.

The Agency applies all GASB pronouncements and interpretations currently in effect.

**Solano County Water Agency**  
**Notes to Basic Financial Statements**  
**For the year ended June 30, 2021**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

***B. Basis of Accounting and Measurement Focus, Continued***

**Fund Financial Statements**

Governmental funds are accounted for on a spending or “current financial resources” measurement focus and the modified accrual basis of accounting. Accordingly, only current assets and current liabilities are included on the Balance Sheet. The Statement of Revenues, Expenditures, and Changes in Fund Balances present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Under modified accrual basis accounting, revenues are recognized in the accounting period in which they become both “measurable and available” to finance expenditures of the current period.

The Agency’s funds, all of which are considered to be major governmental funds, are reported as separate columns in the fund financial statements. The funds of the Agency are described below:

**General Fund:**

*Solano Project* – This fund accounts for the Agency's water supply contract with the U.S. Bureau of Reclamation for the water supply provided by contract cities, districts, and State agencies. Property tax revenues are used to pay for operations, maintenance, rehabilitation, and betterment. Operations and maintenance are performed by contract with the Solano Irrigation District. Included in this fund are costs associated with a water master to monitor water use in the Upper Putah Creek Watershed and development of a Habitat Conservation Plan. Other functions include the flood control program and water conservation program.

**Special Revenue Funds:**

*State Water Project* - This fund accounts for the Agency's water supply contract with the California Department of Water Resources for the repayment of construction, operations, and maintenance costs of the North Bay Aqueduct, and the contracts with member agencies for the purchase of this water.

*Ulati Flood Control* - This fund accounts for the costs of operating and maintaining the Ulati Flood Control Facilities, which were built by the Federal Soil Conservation Service. The Agency contracts with the Solano County Resource Management Department for the maintenance of this project.

*Green Valley Flood Control* - This fund accounts for the costs of operating and maintaining the Green Valley Flood Control Facilities, which were built by the U.S. Army Corps of Engineers. The Agency contracts with the Solano County Resource Management Department for the maintenance of this project.

**Governmental Fund Financial Statements, Continued**

Revenues are recorded when received in cash, except that revenues subject to accrual (generally those received within 90 days after year-end) are recognized when due. The primary revenue sources that have been treated as susceptible to accrual by the Agency include taxes, intergovernmental revenues, interest and charges for services.

The Reconciliation of the Governmental Fund Financial Statements to the Government-Wide Financial Statements is provided.

**Solano County Water Agency**  
**Notes to Basic Financial Statements**  
**For the year ended June 30, 2021**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

**C. *Cash, Cash Equivalents and Investments***

Cash and cash equivalents are defined as demand deposit account balances, pooled investments in the State of California Local Agency Investment Fund (LAIF), and money market funds with California Asset Management Program (CAMP).

The Agency categorizes fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The Agency does not have any investments that are measured using Level 3 inputs.

**D. *Accounts Receivable***

In the government-wide statements, receivables consist of all revenues earned at year-end and not yet received. Receivables are recorded in the financial statements net of any allowance for doubtful accounts if applicable, and estimated refunds due. No allowance for losses has been reflected at June 30, 2021 as management believes all receivables to be collectible. Major receivable balances for the governmental activities consist of grants. Long-term loans in governmental funds are treated as expenditures in the year advanced and as revenues in the year repayment is measurable and available. Loans receivable are recorded in the fund statements, but are also recorded as deferred inflows of resources to indicate they do not represent current financial resources.

**E. *Prepays and Inventory***

Inventories are stated at cost (average cost per unit) for governmental funds. The cost is recorded as an expenditure/expense in the funds at the time individual inventory items are consumed, rather than purchased. Inventories of governmental funds are offset by nonspendable fund balance to indicate they do not constitute resources available for future appropriation.

Prepaid items are also recognized under the consumption method. Payments to vendors that reflect costs applicable to future accounting periods are recorded as prepaid items in both government-wide and fund financial statements.

**F. *Capital Assets***

All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Provision is made for depreciation using the straight-line method over the estimated useful lives of the assets, which range from three to forty years. It is the Agency's policy to capitalize all capital assets with an initial cost of more than \$5,000. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Costs of assets sold or retired (and the related amounts of accumulated depreciation) are eliminated from the accounts in the year of sale or retirement and the resulting gain or loss is included in the statement of activities.

**Solano County Water Agency**  
**Notes to Basic Financial Statements**  
**For the year ended June 30, 2021**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

**F. Capital Assets, Continued**

Depreciation is provided using the straight-line method which means the cost of the asset is divided by its expected useful life in years and the result is charged to expense each year until the asset is fully depreciated. The purpose of depreciation is to spread the cost of capital assets equitably among all users over the life of these assets. The Agency has assigned the useful lives listed below to capital assets:

Type	Useful Life
Buildings and improvements	40 years
Land improvements	25 - 30 years
Water monitoring equipment	5 - 10 years
Machinery and field equipment	5 - 15 years
Furniture, fixtures, and office equipment	3 - 10 years

In the fund financial statements, capital assets used in governmental fund operations are accounted for as capital outlay expenditures of the governmental fund upon acquisition.

**G. Unearned Revenues**

Unearned revenues arise when resources are received by the Agency before it has a legal claim to them, as when grant monies are received prior to the incurrence of qualifying expenditures. In subsequent periods, when the Agency has a legal claim to the resources, the liability for unearned revenue is removed from the balance sheet and revenue is recognized.

**H. Compensated Absences**

The Agency's policy allows employees to accumulate earned but unused vacation and administrative leave which will be paid to employees upon separation of service from the Agency. The policy also allows employees to receive payment for one-half of their accumulated sick leave upon retirement. Vested or accumulated vacation and sick leave are accrued in the government-wide statements as the benefits accrue to employees. However, a liability for these amounts is reported in the governmental funds only if they have matured, for example, as a result of employee resignations or retirements.

**I. Deferred Outflows/Inflows of Resources**

In addition to assets, the statement of net position or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position or fund balance that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of net position or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position or fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

**Solano County Water Agency**  
**Notes to Basic Financial Statements**  
**For the year ended June 30, 2021**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

**J. Net Position and Fund Balance**

**Government-Wide Financial Statements**

Net position is the excess of all the Agency's assets and deferred outflows of resources over all its liabilities and deferred inflows of resources, regardless of fund. Net position is divided into three categories. These categories apply only to net position, which is determined at the government-wide level, and are described below:

Net investment in capital assets - Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Restricted net position - Consists of net position with constraints place on the use either by (1) external groups such as creditors, granters, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation.

Unrestricted net position - Unrestricted net position represents resources derived from taxes, grants, and charges for services. These resources are used for transactions relating to the general operations of the Agency, and may be used at the discretion of the Board to meet current expenses for any purpose.

When an expense is incurred that can be paid using either restricted or unrestricted resources, the Agency's policy is to first apply the expense toward restricted resources, and then towards unrestricted resources.

**Fund Financial Statements**

The governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the Agency is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

Nonspendable - Amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted - Amounts that are restricted for specific purposes when constraints placed on the use of resources are either (a) externally imposed by creditors, granters, contributors, laws, or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Committed - Amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority.

Assigned - Amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed.

Unassigned - Amounts representing the residual classification for the general fund and residual negative fund balance of special revenue and capital project funds.

Detail about the Agency's fund balance classifications at June 30, 2021 is described in Note 6.

**Solano County Water Agency**  
**Notes to Basic Financial Statements**  
**For the year ended June 30, 2021**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

**K. Property Taxes**

Property taxes are assessed and collected by Solano County (the County). The County remits the property taxes to the Agency when the taxes are collected and the allocation has been determined. Property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on October 1, are payable in two installments, and become delinquent if not paid by December 10 or April 10. The Agency has elected to receive the property taxes from the County under the Teeter Program. Under this program, the Agency receives 100% of the levied property taxes in periodic payments with the County assuming responsibility for delinquencies.

**L. Pension**

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Agency's California Public Employees' Retirement System (CalPERS) plan (the Plan) and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

**M. Other Postemployment Benefits (OPEB)**

For purposes of measuring the net OPEB (asset) liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the Agency's plan (OPEB Plan) and additions to/deductions from the OPEB Plan's fiduciary net position have been determined on the same basis. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value. Generally accepted accounting principles required that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used:

Valuation Date	June 30, 2020
Measurement Date	June 30, 2020
Measurement Period	July 1, 2019 to June 30, 2020

**N. Use of Estimates**

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from these estimates.

**O. Implementation of Governmental Accounting Standards Board (GASB) Pronouncements**

In 2021, the Agency adopted new accounting standards in order to conform to the following Governmental Accounting Standards Board Statements:

**GASB Statement No. 84 – Fiduciary Activities** – The objective of this statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. The Agency restated its beginning net position of the custodial funds as part of implementation of this statement.

**Solano County Water Agency**  
**Notes to Basic Financial Statements**  
**For the year ended June 30, 2021**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

**O. *Implementation of Governmental Accounting Standards Board (GASB) Pronouncements, Continued***

**GASB Statement No. 90** – Majority Equity Interests – The primary objectives of this Statement are to improve the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units. It defines a majority equity interest and specifies that a majority equity interest in a legal separate organization should be reported as an investment if a government's holding of the equity interest that meets the definition of an investment should be measured using the equity method, unless it is held by a special purpose government engaged only in fiduciary activities, a fiduciary fund, or an endowment (including permanent and term endowments) or permanent fund. Those governments and funds should measure the majority equity interest at fair value. The requirements of this statement did not apply to the Agency for the current fiscal year.

**GASB Statement No. 93** – Interbank Offered Rates (except LIBOR removal and lease modifications) – Some governments have entered into agreements in which variable payments made or received depend on an interbank offered rate (IBOR) –most notably, the London Interbank Offered Rate (LIBOR). As a result of global reference rate reform, LIBOR is expected to cease to exist in its current form at the end of 2021, prompting governments to amend or replace financial instruments for the purpose of replacing LIBOR with other reference rates, by either changing the reference rate or adding or changing fallback provisions related to the reference rate. GASB Statement No. 53, Accounting and Financial Reporting for Derivative Instruments, as amended, requires a government to terminate hedge accounting when it renegotiates or amends a critical term of a hedging derivative instrument, such as the reference rate of a hedging derivative instrument's variable payment. In addition, in accordance with GASB Statement No. 87, Leases, as amended, replacement of the rate on which variable payments depend in a lease contract would require a government to apply the provisions for lease modifications, including remeasurement of the lease liability or lease receivable. The objective of GASB Statement No. 93 is to address those and other accounting and financial reporting implications that result from the replacement of an IBOR. The requirements of this statement did not apply to the Agency for the current fiscal year.

**GASB Statement No. 97** - Certain Component Unit Criteria, And Accounting And Financial Reporting For Internal Revenue Code Section 457 Deferred Compensation Plans—an Amendment Of GASB Statements No. 14 And No. 84, And A Supersession Of GASB Statement No. 32 - The primary objectives of this Statement are to (1) increase consistency and comparability related to the reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs the duties that a governing board typically would perform; (2) mitigate costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component units in fiduciary fund financial statements; and (3) enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans (Section 457 plans) that meet the definition of a pension plan and for benefits provided through those plans. The Agency has classified its section 457 as other employee benefit plan as part of implementation this statement.

**GASB Statement No. 98** – The Annual Comprehensive Financial Report – This statement establishes the term annual comprehensive financial report and its acronym ACFR. That new term and acronym replace instances of comprehensive annual financial report and its acronym in the generally accepted accounting principles for state and local governments. The Agency has elected to early implement the provisions of this Statement during the current fiscal year and duly changed its report titles.

**Solano County Water Agency**  
**Notes to Basic Financial Statements**  
**For the year ended June 30, 2021**

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**2. CASH AND INVESTMENTS**

**A. Summary of Cash and Investments**

Cash and investments consisted of the following at June 30, 2021:

Deposits with financial institutions	\$ 975,414
Petty cash	143
Total cash on hand and deposits	975,557
Local Agency Investment Fund (LAIF)	23,199,586
California Asset Management Program (CAMP)	27,891,487
Certificates of deposit	4,792,897
Money market funds	19,711
Total investments	55,903,681
Total Cash and Investments	\$ 56,879,238

**B. Deposits**

The carrying amount of the Agency's cash deposit was \$975,414 as of June 30, 2021. Bank balances before reconciling items were a positive amount of \$ 1,665,514 at June 30, 2021. The Agency's cash deposit was fully insured up to \$250,000 by the Federal Deposit Insurance Commission. The remaining amount was collateralized with securities held by the pledging financial institutions in the Agency's name.

The California Government Code (Code) Section 53652 requires California banks and savings and loan associations to secure the Agency's cash deposits by pledging securities as collateral. The Code states that collateral pledged in this manner shall have the effect of perfecting a security interest in such collateral superior to those of a general creditor.

Fair value of pledged securities must equal at least 110% of the Agency's cash deposits. California law also allows institutions to secure deposits by pledging first trust deed mortgage notes having a value of 150% of the Agency's total cash deposits.

The Agency follows the practice of pooling cash and investments of all funds, except for funds required to be held by fiscal agents under the provisions of bond indentures. Interest income earned on pooled cash and investments is allocated to the various funds based on the period-end cash and investment balances. Interest income from cash and investments with fiscal agents is credited directly to the related fund.

**C. Investments Authorized by the Code and the Agency's Investment Policy**

California statutes authorize agencies to invest in idle or surplus funds in a variety of credit instruments as provided for in the California Government Code, Section 53600, Chapter 4 - Financial Affairs. The Agency is authorized, by its Board of Directors, to invest its cash in the State of California's Local Agency Investment Fund (LAIF), California Asset Management Program (CAMP), the Solano County Investment Pool, or Federal Depository Insurance Corporation (FDIC) insured accounts in a bank or savings and loan association. The Agency's investment policy does not contain any specific provisions intended to limit the Agency's exposure to interest rate risk, credit risk, concentration of credit risk, or custodial credit risk.

**Solano County Water Agency**  
**Notes to Basic Financial Statements**  
**For the year ended June 30, 2021**

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**2. CASH AND INVESTMENTS, Continued**

**C. *Investments Authorized by the Code and the Agency's Investment Policy, Continued***

The Agency's portfolio value fluctuates in an inverse relationship to any change in interest rate. Accordingly, if interest rates rise, the portfolio value will decline. If interest rates fall, the portfolio value will rise. The portfolio for year-end reporting purposes is treated as if it were all sold. Therefore, fund balance must reflect the portfolio's change in value. These portfolio value changes are unrealized unless sold. Generally, the Agency's practice is to buy and hold investments until maturity dates. Consequently, the Agency's investments are carried at fair value.

The Agency is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by Code Section 16429 under the oversight of the Treasurer of the State of California. The Agency's investments with LAIF at June 30, 2021 include a portion of the pool funds invested in Structured Notes and Asset-Backed Securities. These investments included the following:

Structured Notes are debt securities (other than asset-backed securities) whose cash flow characteristics (coupon rate, redemption amount, or stated maturity) depend upon one or more indices and/or have embedded forwards or options.

Asset-Backed Securities, the bulk of which are mortgage backed securities, entitle their purchasers to receive a share of the cash flows from a pool of assets such as principal and interest repayments from a pool of mortgages (such as collateralized mortgage obligations) or credit card receivables.

At June 30, 2021, the Agency had \$23,199,586 invested in LAIF, which had invested 2.31% of the pool investment funds in Structured Notes and Asset-Backed Securities as compared to 3.37% in the previous year. The LAIF fair value factor of 1.00008297 was used to calculate the fair value of the investments in LAIF.

The Agency is a participant in the California Asset Management Program (CAMP). CAMP is an investment pool offered by the California Asset Management Trust (the Trust). The Trust is a joint powers authority and public agency created by the Declaration of Trust and established under the provisions of the California Joint Exercise of Powers Act (California Government Code Section 6500 et Seq., or the "Act") for the purpose of exercising the common power of CAMP participants to invest certain proceeds of debt issues and surplus funds. CAMP investments are limited to investments permitted by subdivisions (a) to (n), inclusive, of Section 53601 of the California Government Code. The Agency reports its investments in CAMP at the amortized cost provided by CAMP, which is the same as the value of the pool share in accordance with GASB 79 requirements. At June 30, 2021 the fair value was approximate to the Agency's cost.

The Agency, as a CAMP shareholder, may withdraw all or any portion of the funds in its CAMP account at any time by redeeming shares. The CAMP Declaration of Trust permits the CAMP trustee to suspend the right of withdrawal from CAMP or to postpone the date of payment of redemption proceeds if the New York Stock Exchange is closed other than for customary weekend and holiday closings, if trading on the New York Stock Exchange is restricted, or if, in the opinion of the CAMP trustees, an emergency exists such that disposal of the CAMP pool securities or determination of its net asset value is not reasonably practicable. If the right of withdrawal is suspended, the Agency may either withdraw its request for that withdrawal or receive payment based on the net asset value of the CAMP pool next determined after termination of the suspension of the right of withdrawal.

**Solano County Water Agency**  
**Notes to Basic Financial Statements**  
**For the year ended June 30, 2021**

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**2. CASH AND INVESTMENTS, Continued**

**D. Risk Disclosures**

**Interest Rate Risk:** Interest rate risk is the market value fluctuation due to overall changes in the interest rates. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The Agency had no investments that were highly sensitive to interest rate fluctuations at June 30, 2021.

Information held by the Agency grouped by maturity date at June 30, 2021 are shown below:

Investment Type	Total	Remaining Maturity	
		1 Year or Less	1-5 Years
Local Agency Investment Fund (LAIF)	\$ 23,199,586	\$ 23,199,586	\$ -
California Asset Management Program (CAMP)	27,891,487	27,891,487	-
Certificates of deposit	4,792,897	19,711	-
Money market funds	19,711	4,792,897	-
Total Investments	<u>\$ 55,903,681</u>	<u>\$ 55,903,681</u>	<u>\$ -</u>

**Credit Risk:** Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. LAIF and CAMP do not have a rating provided by a nationally recognized rating organization. The Agency's certificates of deposit and money market funds are not rated.

**Concentration Risk:** The investment policy of the Agency contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code.

**Custodial Credit Risk:** Custodial credit risk for deposits is the risk that, in the event of a failure of the depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party.

**Solano County Water Agency**  
**Notes to Basic Financial Statements**  
**For the year ended June 30, 2021**

**2. CASH AND INVESTMENTS, Continued**

**E. Investment Valuation**

Investments (except for money and market accounts, time deposits, and commercial paper) are measured at fair value on a recurring basis. *Recurring* fair value measurements are those that GASB Statements require or permit in the statement of net position at the end of each reporting period. Fair value measurements are categorized based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs. Investment fair value measurements at June 30, 2021 are described below.

Investment Type	Total	Fair Value Measurement Using		
		Level 1	Level 2	Level 3
Certificates of deposits	\$ 4,792,897	\$ -	\$ 4,792,897	\$ -
Total investments subject to fair value	4,792,897	\$ -	\$ 4,792,897	\$ -

**Investments not subject to levelling disclosure:**

Money market funds	19,711
Local Agency Investment Fund (LAIF)	23,199,586
California Asset Management Program (CAMP)	27,891,487
Total Investments	<u>\$ 55,903,681</u>

**3. ACCOUNTS AND GRANTS RECEIVABLE**

The Agency's receivables at June 30, 2021 consisted of the following:

Water sales receivable	\$ 326,914
Miscellaneous receivable	210
Grants receivable	426,534
Total receivables	<u>\$ 753,658</u>

**Solano County Water Agency**  
**Notes to Basic Financial Statements**  
**For the year ended June 30, 2021**

**4. CAPITAL ASSETS**

The Agency's capital asset activity for the year ended June 30, 2021 as follows:

	Balance at July 1, 2020	Additions	Retirements	Transfers	Balance at June 30, 2021
Governmental activities:					
Capital assets not being depreciated					
Land	\$ 7,063,469	\$ 1,682,932	\$ -	\$ -	\$ 8,746,401
Construction-in-progress	36,482	222,804	-	-	259,286
Total capital assets not being depreciated	7,099,951	1,905,736	-	-	9,005,687
Capital assets being depreciated					
Land improvements	2,535,494	-	-	-	2,535,494
Buildings	1,700,109	1,032,607	-	-	2,732,716
Water monitoring equipment	2,310,374	87,946	(23,893)	-	2,374,427
Machinery and field equipment	3,073,995	132,653	(54,598)	-	3,152,050
Furniture, fixtures, and office equipment	364,136	-	-	-	364,136
Total capital assets being depreciated	9,984,108	1,253,206	(78,491)	-	11,158,823
Less accumulated depreciation	(4,225,062)	(557,923)	51,943	-	(4,731,042)
Total capital assets, net	\$ 12,858,997	\$ 2,601,019	\$ (26,548)	\$ -	\$ 15,433,468

Depreciation expense for the year ended June 30, 2021 was charged to functions as follows:

Governmental activities:	
Solano Project	\$ 430,871
State Water Project	8,695
Ulati Flood Control Project	118,357
Total depreciation expense	\$ 557,923

**5. CAPITAL LEASE OBLIGATION**

Changes in capital lease amounts for the year ended June 30, 2021 were as follows:

Balance at July 1, 2020	Additions	Deletions	Balance at June 30, 2021	Due in One Year	Due in More Than One Year
\$ -	\$ 100,353	\$ 2,241	\$ 98,112	\$ 12,588	\$ 85,524

**Solano County Water Agency**  
**Notes to Basic Financial Statements**  
**For the year ended June 30, 2021**

**5. CAPITAL LEASE OBLIGATION, Continued**

**Capital lease:**

On May 14, 2021, The Solano Irrigation District entered into an equipment lease agreement in the amount of \$358,402 at 2.50% interest with Deere Credit, INC, to finance the purchase of a grader. Monthly principal and interest payments of \$4,745 are due starting June 2021 through June 2025. The Agency has agreed to a 28% cost share agreement of the lease obligation.

Debt service requirements are shown below:

Fiscal Year	Principal	Interest	Total
2022	\$ 12,588	\$ 2,325	\$ 14,913
2023	13,963	1,953	15,916
2024	14,316	1,628	15,944
2025	57,245	1,266	58,511
Total	<u>\$ 98,112</u>	<u>\$ 7,172</u>	<u>\$ 105,284</u>
Due in one year	<u>\$ 12,588</u>		
Due in more than one year	<u>\$ 85,524</u>		

**6. COMPENSATED ABSENCES**

The following is a summary of the changes in the Agency's compensated absences for the year ended June 30, 2021:

	Balance at July 1, 2020	Additions	Reductions	Balance at June 30, 2021	Current Portion
Governmental activities:					
Compensated absences	<u>\$ 328,653</u>	<u>\$ 202,624</u>	<u>\$ (160,041)</u>	<u>\$ 371,236</u>	<u>\$ 219,369</u>

**7. FUND BALANCE**

GASB Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, provides more clearly defined fund balance categories to make the nature and extent of the constraints placed on a government's fund balances more transparent.

The Board of Directors, as the Agency's highest level of decision-making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal action. Committing fund balance is accomplished by approval of an action item by the Board of Directors. These committed amounts cannot be used for any other purpose unless the Board of Directors removes or changes the specified use through the same type of formal action taken to establish the commitment.

Assigned fund balances are amounts that are constrained by the Agency's intent to be used for specific purposes, but are neither restricted nor committed. The Agency has delegated the authority to assign fund balance to the General Manager.

The accounting policies of the Agency consider restricted fund balance to have been 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 considers committed amounts to be reduced first, followed by assigned amounts, and unassigned amounts.

**Solano County Water Agency**  
**Notes to Basic Financial Statements**  
**For the year ended June 30, 2021**

**7. FUND BALANCE, Continued**

As of June 30, 2021, fund balances were comprised of the following:

	Solano Project	State Water Project	Ulatris Flood Control	Green Valley Flood Control	Total Governmental Funds
Nonspendable:					
Prepays	\$ 40,516	\$ 105,136	\$ -	\$ -	\$ 145,652
Inventory	23,084	-	-	-	23,084
Total nonspendable	63,600	105,136	-	-	168,736
Restricted:					
Special projects	-	27,512,542	8,459,061	358,817	36,330,420
Assigned:					
Capital projects	3,250,000	-	-	-	3,250,000
Unassigned	15,771,819	-	-	-	15,771,819
Total fund balance	\$ 19,085,419	\$ 27,617,678	\$ 8,459,061	\$ 358,817	\$ 55,520,975

**8. ADMINISTRATIVE AND GENERAL EXPENDITURES**

The following is a summary of administration and general expenditures of the fund financial statements by natural classification for the year ended June 30, 2021:

Salaries and benefits	\$ 3,499,176
Professional services	699,000
Dues and memberships	149,642
Public education	183,564
Property tax administration fee	128,647
Governmental advocacy	640,225
Office equipment	51,290
Office expense	66,920
Telephone	42,147
Insurance	72,318
Watermaster services	22,707
Fuel	20,495
Board expense	19,688
Talent decision monitoring	8,526
Miscellaneous	43,707
Overhead reallocation	(31,389)
Total	\$ 5,616,663

**Solano County Water Agency**  
**Notes to Basic Financial Statements**  
**For the year ended June 30, 2021**

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**9. DEFINED BENEFIT PENSION PLAN**

**A. Plan Description**

All qualified permanent full and part-time Agency employees working at least 1,000 hours per year are eligible to participate in the Agency's cost-sharing multiple-employer defined benefit pension plan (Plan) administered by the California Public Employees' Retirement System (CalPERS). The Plan consists of individual rate plans (benefit tiers) within a safety risk pool (police and fire) and a miscellaneous risk pool (all other). Plan assets may be used to pay benefits for any employer rate plan of the safety and miscellaneous pools. Accordingly, rate plans within the safety or miscellaneous pools are not separate plans under GASB Statement No. 68. Individual employers may sponsor more than one rate plan in the miscellaneous or safety risk pools. The Agency sponsors two rate plans (both miscellaneous). Benefit provisions under the Plan are established by State statute and Agency resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

**B. Benefits Provided**

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. Active members belonging to the Classic Plan are required to contribute 7% of their annual covered salary. Active members belonging to the PEPPA plan are required to contribute 6.25% of their annual covered salary. The Agency makes the contributions required of the Classic employees on their behalf and for their account.

The rate plan provisions and benefits in effect at June 30, 2021 are summarized as follows:

	Miscellaneous - Classic	Miscellaneous - PEPPA
Hire Date	Prior to January 1, 2013	On or after January 1, 2013
Benefit vesting schedule	5 years service	5 years service
Benefit payment	Monthly for life	Monthly for life
Retirement age	50-55	52-67
Monthly benefits, as a % of eligible compensation	2.0% to 2.5%	1.0% to 2.5%
Required employee contribution rates	6.908%	6.750%
Required employer contribution rates	11.031%	7.732%
Required UAL payment	\$55,592	\$3,408

**C. Contributions**

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for the Plan are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The Agency is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

The Agency's required contributions to the Plan for the measurement period ended June 30, 2020 were \$897,112.

**Solano County Water Agency**  
**Notes to Basic Financial Statements**  
**For the year ended June 30, 2021**

**9. DEFINED BENEFIT PENSION PLAN, Continued**

***D. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions***

As of June 30, 2021, the Agency reported a net pension liability of \$120,405 for its proportionate share of the net pension liability of the Plan.

The Agency's net pension liability for the Plan is measured as the proportionate share of the net pension liability. The net pension liability of the Plan is measured as of June 30, 2020, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2019 rolled forward to June 30, 2020 using standard update procedures. The Agency's proportion of the net pension liability was based on a projection of the Agency's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined.

The Agency's proportionate share of the net pension liability of the Plan as of June 30, 2019 and 2020 was as follows:

Proportion - June 30, 2019	0.00617%
Proportion - June 30, 2020	0.00111%
Change - Increase (Decrease)	<u>-0.00617%</u>

For the year ended June 30, 2021, the Agency recognized pension expense of \$436,739 which included employer paid member contributions for the Classic Plan. At June 30, 2021, the Agency reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	\$ 408,211	\$ -
Changes in assumptions	-	859
Differences between expected and actual experience	6,205	-
Changes in employer's proportion	16,960	584,009
Differences between the employer's contribution and the employer's proportionate share of contributions	702,869	-
Net differences between projected and actual earnings on plan investments	3,577	-
Total	<u>\$ 1,137,822</u>	<u>\$ 584,868</u>

**Solano County Water Agency**  
**Notes to Basic Financial Statements**  
**For the year ended June 30, 2021**

**9. DEFINED BENEFIT PENSION PLAN, Continued**

**D. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions, Continued**

The amount of \$408,211 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Fiscal Year Ending June 30:	Deferred Outflows/(Inflows) of Resources
2022	\$ 43,907
2023	30,721
2024	2,234
Thereafter	-

**Actuarial Assumptions** – The total pension liabilities in the June 30, 2019 valuations were determined using the following actuarial assumptions:

Valuation Date	Jun 30, 2019
Measurement Date	Jun 30, 2020
Actuarial Cost Method	Entry-Age Normal Cost Method
Discount Rate	7.15%
Inflation	2.50%
Salary Increases	Varies by Entry Age and Service
Investment Rate of Return	7.15%
Mortality (1)	Derived using CalPERS membership data for all funds
Post Retirement Benefit Increase	Contract COLA up to 2.50% until purchasing power protection allowance floor on purchasing power applies, 2.50% thereafter

(1) The mortality table used was developed based on CalPERS-specific data. The table includes 15 years of mortality improvements using Society of Actuaries Scale 90% of scale MP 2016. For more details on this table, please refer to the December 2017 experience study report (based on CalPERS demographic data from 1997 to 2015) that can be found on the CalPERS website.

**Discount Rate** – The discount rate used to measure the total pension liability was 7.15% for the Plan. To determine whether the municipal bond rate should be used in the calculation of a discount rate for the Plan, CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially assumed discount rate. Based on the testing, none of the tested plans run out of assets. Therefore, the current 7.15 percent discount rate is adequate and the use of the municipal bond rate calculation is not necessary. The long term expected discount rate of 7.15 percent will be applied to all plans in the Public Employees Retirement Fund (PERF). The stress test results are presented in a detailed report that can be obtained from the CalPERS website.

**Solano County Water Agency**  
**Notes to Basic Financial Statements**  
**For the year ended June 30, 2021**

**9. DEFINED BENEFIT PENSION PLAN, Continued**

***D. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions, Continued***

The long-term expected rate of return on pension plan investments was determined using a building block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

The table below reflects the long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These rates of return are net of administrative expenses.

Asset Class <sup>(1)</sup>	Asset Class Allocation	Real Return Years 1 - 10 <sup>(2)</sup>	Real Return Years 11+ <sup>(3)</sup>
Global Equity	50.00%	4.80%	5.98%
Fixed Income	28.00%	1.00%	2.62%
Inflation Assets	0.00%	0.77%	1.81%
Private Equity	8.00%	6.30%	7.23%
Real Assets	13.00%	3.75%	4.93%
Liquidity	1.00%	0.00%	(0.92%)

(1) In the system's ACFR, Fixed Income is included in Global Debt Securities;

Liquidity is included in Short-Term Investments; Inflation Assets are included in both Global Equity Securities and Global Debt Securities.

(2) An expected inflation of 2.00% used for this period.

(3) An expected inflation of 2.92% used for this period.

***E. Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate***

The following presents the Agency's proportionate share of the net pension liability for the Plan, calculated using the discount rate for the Plan, as well as what the Agency's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	Discount Rate -1% 6.15%	Current Discount Rate 7.15%	Discount Rate +1% 8.15%
Net Pension (Asset) Liability	\$ 1,131,321	\$ 120,405	\$ (714,884)

**Solano County Water Agency**  
**Notes to Basic Financial Statements**  
**For the year ended June 30, 2021**

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**9. DEFINED BENEFIT PENSION PLAN, Continued**

**F. Plan Fiduciary Net Position**

Detailed information about the Plan's fiduciary net position is available in the separately issued CalPERS financial reports.

**G. Payable to the Pension Plan**

At June 30, 2021 the Agency reported a payable of \$0 for outstanding amount of contributions to the pension plan.

**10. OTHER POST EMPLOYMENT BENEFITS (OPEB)**

The Agency provides postemployment healthcare benefits for retired employees in accordance with their published employee handbook.

**A. Description of the Plan**

The Solano County Water Agency Retirement Health Plan (the Health Plan) provides healthcare benefits for retired employees in accordance with the Agency's published employee handbook. The Health Plan is part of the California Employers' Retiree Benefit Trust (CERBT) plan, an agent multiple-employer plan administered by the California Public Employees' Retirement System (CalPERS), which acts as a common investment and administrative agent for participating entities within the State of California. The Agency provides certain medical insurance coverage to all employees who retire from the Agency and meet the age and service requirement for eligibility. The Agency pays 100% of the eligible retirees' medical plan premiums up to \$12,500 per year. There are no separate financial statements issued for the Health Plan.

**B. Employees Covered**

As of the June 30, 2020 measurement date, the following current and former employees were covered by the benefit terms under the Health Plan:

	Number of Covered Participants
Inactives currently receiving benefits	1
Inactive employees entitled to but not yet receiving benefits	-
Active employees	20
Total	21

**C. Contributions**

The contribution requirements of plan members and the Agency are based on a pay-as-you-go basis. For the measurement period ended June 30, 2020, the Agency paid \$12,348 on behalf of its retirees, administrative expenses of \$33, and the estimated implied subsidy was \$9,309. In addition, in fiscal year 2019, the Agency's Board approved to participate in CalPERS' California Employer's Retiree Benefit Trust (CERBT). Contributions made to the CERBT trust for the measurement period ended June 30, 2020 totaled \$122,347. Total payments for the measurement period ended June 30, 2020 were \$144,037.

**Solano County Water Agency**  
**Notes to Basic Financial Statements**  
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**10. OTHER POST EMPLOYMENT BENEFITS (OPEB), Continued**

**D. Net OPEB Asset**

The Agency's net OPEB asset was measured as of June 30, 2020 and the total OPEB liability used to calculate the net OPEB asset was determined by an actuarial valuation dated June 30, 2020 to determine the June 30, 2021 total OPEB liability, based on the following actuarial assumptions:

Contribution Policy	Agency contributes full ADC
Discount Rate	6.25% at June 30, 2020 6.25% at June 30, 2019
Expected Long-Term Rate of Return on Investments	Expected Agency contributions projected to keep sufficient plan assets to pay all benefits from trust
General Inflation	2.75% annually
Mortality, Retirement, Disability,	CalPERS 1997-2015 Experience Study
Mortality Improvement	Mortality projected fully generational with Scale MP-2019
Salary Increases	Aggregate - 3% annually Merit - CalPERS 1997-2015 Experience Study
Medical Trend	Non-Medicare - 7.5% for 2020, decreasing to an ultimate rate of 4% in 2076 Medicare - 6.5% for 2020, decreasing to an ultimate rate of 4% in 2076
Healthcare Participation	100%
Cap Increases	2% increase annually commencing in 2021

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of OPEB plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentages and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

	Target Allocation *	Expected Real Rate of Return
Asset Class Component	CERBT - Strategy 2	
Global Equity	40.00%	4.82%
Fixed Income	43.00%	1.47%
TIPS	5.00%	1.29%
Commodities	4.00%	0.84%
REITs	8.00%	3.76%
Assume Long-term Rate of Inflation		2.75%
Expected Long-term Net Rate of Return, Rou		6.25%

\* Policy target effective October 1, 2018

**Solano County Water Agency**  
**Notes to Basic Financial Statements**  
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**10. OTHER POST EMPLOYMENT BENEFITS (OPEB), Continued**

**E. Discount Rate**

The discount rate used to measure the total OPEB liability was 6.25%. The projection of cash flows used to determine the discount rate assumed that the Agency's contributions are projected to keep sufficient plan assets to pay all benefits from the trust.

**F. Changes in the Net OPEB Asset**

The changes in the net OPEB asset for the Health Plan are as follows:

	Total OPEB Liability	Fiduciary Net Position	Net OPEB (Asset) Liability
Balance at June 30, 2020 (Measurement date of June 30, 2019)	\$ 1,580,056	\$ 1,750,951	\$ (170,895)
Changes recognized for the measurement period:			
Service cost	156,836	-	156,836
Interest	107,879	-	107,879
Actual versus expected experience	(169,906)	-	(169,906)
Assumption changes	(223,339)	-	(223,339)
Contributions - employer	-	144,037	(144,037)
Net investment income	-	91,952	(91,952)
Benefit payments	(21,657)	(21,657)	-
Administrative expenses	-	(918)	918
Net changes	(150,187)	213,414	(363,601)
Balance at June 30, 2021 (Measurement date of June 30, 2020)	\$ 1,429,869	\$ 1,964,365	\$ (534,496)

**G. Sensitivity of the Net OPEB Asset to Changes in the Discount Rate**

The following table presents the net OPEB asset of the Agency if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate, for the measurement period ended June 30, 2020:

	Discount Rate -1% (5.25%)	Current Discount Rate (6.25%)	Discount Rate +1% (7.25%)
Net OPEB (Asset) Liability	\$ (292,600)	\$ (534,496)	\$ (729,423)

**H. Sensitivity of the Net OPEB Asset to Changes in the Health Care Cost Trend Rate**

The following table presents the net OPEB asset of the Agency if it were calculated using health care cost trend rates that are one percentage point lower or one percentage point higher than the current rate, for the measurement period ended June 30, 2020:

	1% Decrease	Current Trend	1% Increase
Net OPEB (Asset) Liability	\$ (667,690)	\$ (534,496)	\$ (420,541)

**I. OPEB Plan Fiduciary Net Position**

CERBT issues a publicly available financial report that may be obtained from the California Public Employees' Retirement System at 400 Q Street, Sacramento, CA 95811.

**Solano County Water Agency**  
**Notes to Basic Financial Statements**  
**For the year ended June 30, 2021**

**10. OTHER POST EMPLOYMENT BENEFITS (OPEB), Continued**

**J. Recognition of Deferred Outflows/Inflows of Resources**

Gains and losses related to changes in the total OPEB liability and fiduciary net position are recognized in OPEB expense systematically over time. Amounts are first recognized in OPEB expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to OPEB and are to be recognized in future OPEB expense. The recognition period differs depending on the source of the gain or loss:

Net difference between projected and actual earnings on OPEB plan investments	5.0 years
Straight line amortization over the expected average remaining service lifetime (EARSL) of all members as of the beginning of the measurement period	11.9 years

**K. OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB**

For the fiscal year ended June 30, 2021, the Agency recognized OPEB expense of \$95,863. As of the June 30, 2021, the Agency reported deferred outflows and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
OPEB contributions subsequent to the measurement date	\$ 78,391	\$ -
Differences between expected and actual experience	-	372,030
Changes in assumptions	-	230,673
Net differences between projected and actual earnings on plan investments	22,740	-
Total	<u>\$ 101,131</u>	<u>\$ 602,703</u>

\$78,391 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB asset during the year ended June 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized as expense as follows:

Fiscal Year Ending June 30:	Deferred Outflows/(Inflows) of Resources
2022	\$ (57,381)
2023	(57,644)
2024	(65,604)
2025	(62,339)
2026	(66,427)
Thereafter	(270,568)

**Solano County Water Agency**  
**Notes to Basic Financial Statements**  
**For the year ended June 30, 2021**

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**11. DEFERRED COMPENSATION PLAN**

For the benefit of its employees, the Agency participates in a 457 Deferred Compensation Program. The purpose of this Program is to provide deferred compensation for public employees that elect to participate in the Program. Generally, eligible employees may defer receipt of a portion of their salary until termination, retirement, death or unforeseeable emergency. Until the funds are paid or otherwise made available to the employee, the employee is not obligated to report the deferred salary for income tax purposes.

Federal law requires deferred compensation assets to be held in trust for the exclusive benefit of the participants. Accordingly, the Agency is in compliance with this legislation. Therefore, these assets are not the legal property of the Agency and are not subject to claims of the Agency's general creditors.

In the year 2021, The Agency has evaluated the requirements of GASB Statement No. 84, Fiduciary Activities and GASB Statement No. 97, Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans and determined that plan didn't meet the criteria to be reported as a fiduciary activity, as required by the above mentioned GASB Statements.

**12. RISK MANAGEMENT**

The Agency participates in the Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA), a public entity risk pool of water agencies in California, for general, automobile, public officials' errors and omissions, property, fidelity, workers' compensation liability, and employers' liability. ACWA/JPIA provides insurance through the pool up to a certain level, beyond which group-purchases commercial excess insurance is obtained. Loss contingency reserves established by the JPIA are funded by contributions from member agencies. The Agency pays an annual premium to the JPIA that includes its pro-rata share of excess insurance premiums, charges for pooled risk, claims adjusting and legal costs, and administrative and other costs to operate the JPIA.

The Agency's maximum coverage under the JPIA is as follows

	Pool Coverage	Commercial Coverage
General and auto liability	\$ 5,000,000	\$ 55,000,000
Public officials and omissions liability	5,000,000	55,000,000
Cyber liability	3,000,000	3,000,000
Property	100,000	500,000,000
Crime	100,000	None
Workers' compensation liability	2,000,000	Statutory

**Solano County Water Agency**  
**Notes to Basic Financial Statements**  
**For the year ended June 30, 2021**

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**13. CONTINGENCIES AND COMMITMENTS**

The Agency periodically enters into commitments which are funded primarily through state grants. The grants are typically for various projects such as rehabilitation, betterment, and maintenance. At June 30, 2021, the Agency had no commitments on unfinished contracts.

Amounts received or receivable from granting agencies are subject to audit and adjustment by grantor applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time, although the Agency expects such amounts, if any, to be immaterial.

The Agency has been named a real party in interest in two actions filed in 2010 against the California Department of Water Resources. The actions allege violation of the California Environmental Quality Act. No estimates of liability or conclusions have been or can be reached relative to the impact of this action; however, there can be no assurance that this matter will not adversely affect the Agency's financial position.

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# **REQUIRED SUPPLEMENTARY INFORMATION**

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# Solano County Water Agency

## Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual

### Solano Project

For the year ended June 30, 2021

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
<b>REVENUES:</b>				
Property taxes	\$ 11,166,680	\$ 10,967,542	\$ 10,956,483	\$ (11,059)
Charges for services	473,644	308,562	427,527	118,965
Investment earnings	186,165	82,295	68,171	(14,124)
Intergovernmental	207,200	111,000	286,925	175,925
Other revenues	24,840	56,372	255,447	199,075
<b>Total revenues</b>	<b>12,058,529</b>	<b>11,525,771</b>	<b>11,994,553</b>	<b>468,782</b>
<b>EXPENDITURES:</b>				
Current:				
Water purchases	174,000	173,600	94,600	79,000
Operations and maintenance	5,429,062	4,225,734	4,261,111	(35,377)
Administration and general	4,292,600	5,655,825	4,312,462	1,343,363
Conservation and flood control	1,627,500	789,720	671,935	117,785
Engineering	2,234,801	1,433,733	1,536,363	(102,630)
Capital outlay	305,000	3,131,685	3,158,942	(27,257)
Debt service:				
Principal	-	-	2,241	(2,241)
Interest and fiscal charges	-	-	416	(416)
<b>Total expenditures</b>	<b>14,062,963</b>	<b>15,410,297</b>	<b>14,038,070</b>	<b>1,372,227</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(2,004,434)</b>	<b>(3,884,526)</b>	<b>(2,043,517)</b>	<b>1,841,009</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Capital lease financing	-	-	100,353	100,353
<b>Total other financing sources (uses)</b>	<b>-</b>	<b>-</b>	<b>100,353</b>	<b>100,353</b>
<b>Net change in fund balances</b>	<b>\$ (2,004,434)</b>	<b>\$ (3,884,526)</b>	<b>(1,943,164)</b>	<b>\$ 1,941,362</b>
<b>FUND BALANCE:</b>				
Beginning of year			21,028,583	
End of year			<u>\$ 19,085,419</u>	

# Solano County Water Agency

## Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual State Water Project For the year ended June 30, 2021

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
<b>REVENUES:</b>				
Property taxes	\$ 15,846,290	\$ 15,128,000	\$ 14,831,240	\$ (296,760)
Charges for services	2,608,100	2,536,850	2,928,171	391,321
Investment earnings	174,800	94,784	77,282	(17,502)
Other revenues	17,241	23,242	17,241	(6,001)
<b>Total revenues</b>	<b>18,646,431</b>	<b>17,782,876</b>	<b>17,853,934</b>	<b>71,058</b>
<b>EXPENDITURES:</b>				
Current:				
Water purchases	12,275,742	12,561,455	12,292,000	269,455
Operations and maintenance	1,038,250	432,000	343,265	88,735
Administration and general	1,868,414	1,139,523	1,203,433	(63,910)
Conservation and flood control	456,000	385,520	233,925	151,595
Engineering	414,100	148,000	121,208	26,792
Capital outlay	25,000	25,000	-	25,000
<b>Total expenditures</b>	<b>16,077,506</b>	<b>14,691,498</b>	<b>14,193,831</b>	<b>497,667</b>
<b>Net change in fund balances</b>	<b>\$ 2,568,925</b>	<b>\$ 3,091,378</b>	<b>3,660,103</b>	<b>\$ 568,725</b>
<b>FUND BALANCE:</b>				
Beginning of year			23,957,575	
End of year			\$ 27,617,678	

# Solano County Water Agency

## Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual Ulati Flood Control For the year ended June 30, 2021

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
<b>REVENUES:</b>				
Property taxes	\$ 1,604,316	\$ 1,560,959	\$ 1,542,426	\$ (18,533)
Investment earnings	58,700	28,800	24,657	(4,143)
Other revenues	7,000	8,036	13,438	5,402
<b>Total revenues</b>	<b>1,670,016</b>	<b>1,597,795</b>	<b>1,580,521</b>	<b>(17,274)</b>
<b>EXPENDITURES:</b>				
Current:				
Operations and maintenance	1,228,500	780,500	678,590	101,910
Administration and general	405,743	153,417	86,550	66,867
Capital outlay	40,000	-	-	-
<b>Total expenditures</b>	<b>1,674,243</b>	<b>933,917</b>	<b>765,140</b>	<b>168,777</b>
<b>Net change in fund balances</b>	<b>\$ (4,227)</b>	<b>\$ 663,878</b>	<b>815,381</b>	<b>\$ 151,503</b>
<b>FUND BALANCE:</b>				
Beginning of year			7,643,680	
End of year			<u>\$ 8,459,061</u>	

# Solano County Water Agency

## Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual Green Valley Flood Control For the year ended June 30, 2021

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
<b>REVENUES:</b>				
Property taxes	\$ 181,405	\$ 144,426	\$ 148,477	\$ 4,051
Investment earnings	1,767	1,097	894	(203)
<b>Total revenues</b>	<u>183,172</u>	<u>145,523</u>	<u>149,371</u>	<u>3,848</u>
<b>EXPENDITURES:</b>				
Current:				
Operations and maintenance	96,000	81,000	53,636	27,364
Administration and general	80,044	20,904	14,218	6,686
<b>Total expenditures</b>	<u>176,044</u>	<u>101,904</u>	<u>67,854</u>	<u>34,050</u>
<b>Net change in fund balances</b>	<u>\$ 7,128</u>	<u>\$ 43,619</u>	<u>81,517</u>	<u>\$ 37,898</u>
<b>FUND BALANCE:</b>				
Beginning of year			277,300	
End of year			<u>\$ 358,817</u>	

**Solano County Water Agency**  
**Required Supplementary Information**  
**For the year ended June 30, 2021**

**1. DEFINED BENEFIT PENSION PLAN**

***Schedule of the Agency's Proportionate Changes in the Net Pension Liability - Last 10 Years\****

Fiscal year	2021	2020	2019	2018	2017	2016	2015
Measurement date	6/30/2020	6/30/2019	6/30/2018	6/30/2017	6/30/2016	6/30/2015	6/30/2014
Proportion of the net pension liability	0.00111%	0.00617%	0.01191%	0.01260%	0.01160%	0.01076%	0.01200%
Proportionate share of the net pension liability	\$ 120,405	\$ 631,837	\$ 1,147,699	\$ 1,205,732	\$ 1,003,309	\$ 738,680	\$ 751,756
Covered payroll	\$ 2,070,399	\$ 1,957,657	\$ 1,720,043	\$ 1,430,395	\$ 1,297,221	\$ 1,274,487	\$ 1,165,322
Proportionate Share of the net pension liability as a percentage of covered payroll	5.82%	32.28%	66.73%	84.29%	77.34%	57.96%	64.51%
Plan fiduciary net position as a percentage of the total pension liability	75.26%	75.26%	75.26%	73.31%	74.06%	78.40%	79.82%

***Schedule of Contributions - Last 10 Years\****

Fiscal year	2021	2020	2019	2018	2017	2016	2015
Contractually required contribution (actuarially determined)	\$ 234,042	\$ 269,459	\$ 247,357	\$ 206,719	\$ 174,564	\$ 155,648	\$ 169,520
Contribution in relation to the actuarially determined contributions	408,211	897,112	867,061	206,719	174,564	155,648	169,520
Contribution deficiency (excess)	\$ (174,169)	\$ (627,653)	\$ (619,704)	\$ -	\$ -	\$ -	\$ -
Covered payroll	\$ 2,228,391	\$ 2,070,399	\$ 1,957,657	\$ 1,720,043	\$ 1,430,395	\$ 1,297,221	\$ 1,274,487
Contributions as a percentage of covered payroll	18.32%	43.33%	44.29%	12.02%	12.20%	12.00%	13.30%

**Notes to Schedule of Employer Contribution:**

Methods and Assumptions for 2020/21 ADC:

Valuation Date	June 30, 2018
Actuarial cost method	Entry Age Normal, cost method
Amortization method	Level % of pay, direct rate smoothing
Remaining amortization period	Differs by employer rate plan but not more than 30 years
Asset valuation method	Market Value of Assets
Discount rate	7% (net of administrative expenses)
General Inflation	2.50%
Salary increases	Varies by Entry Age and Service
Mortality	Derived using CalPERS' Membership Data for all Funds. The post-retirement mortality improvement using 90 percent of Scale MP 2016 published by the Society of Actuaries

\* Fiscal year 2015 was the 1st year of implementation.

**Solano County Water Agency**  
**Required Supplementary Information**  
**For the year ended June 30, 2021**

**2. OTHER POST-EMPLOYMENT BENEFITS PLAN SCHEDULES**

***Schedule of Changes in the Net OPEB Liability and Related Ratios - Last 10 Years\****

<b>Fiscal year</b>	<b>2021</b>	<b>2020</b>	<b>2019</b>	<b>2018</b>
<b>Measurement Period:</b>	<b>6/30/2020</b>	<b>6/30/2019</b>	<b>6/30/2018</b>	<b>6/30/2017</b>
<b>Total OPEB Liability</b>				
Service cost	\$ 156,836	\$ 152,268	\$ 158,962	\$ 153,958
Interest	107,879	93,449	100,328	86,953
Actual versus expected experience	(169,906)	-	(300,000)	-
Assumption changes	(223,339)	-	(37,883)	-
Benefit payments	(21,657)	(17,149)	(32,435)	(31,389)
<b>Net change in the total OPEB liability</b>	<b>(150,187)</b>	<b>228,568</b>	<b>(111,028)</b>	<b>209,522</b>
<b>Total OPEB liability - beginning</b>	<b>1,580,056</b>	<b>1,351,488</b>	<b>1,462,516</b>	<b>1,252,994</b>
<b>Total OPEB liability - ending (a)</b>	<b>\$ 1,429,869</b>	<b>\$ 1,580,056</b>	<b>\$ 1,351,488</b>	<b>\$ 1,462,516</b>
<b>Plan Fiduciary Net Position</b>				
Contributions - employer	\$ 144,037	\$ 147,479	\$ 782,435	\$ 761,389
Contributions - employee	-	-	-	-
Net investment income	91,952	113,156	26,139	3,246
Benefit payments	(21,657)	(17,149)	(32,435)	(31,389)
Administrative expense	(918)	(368)	(1,514)	(38)
<b>Net change in the total OPEB liability</b>	<b>213,414</b>	<b>243,118</b>	<b>774,625</b>	<b>733,208</b>
<b>Plan fiduciary net position - beginning</b>	<b>1,750,951</b>	<b>1,507,833</b>	<b>733,208</b>	<b>-</b>
<b>Plan fiduciary net position - ending (b)</b>	<b>\$ 1,964,365</b>	<b>\$ 1,750,951</b>	<b>\$ 1,507,833</b>	<b>\$ 733,208</b>
<b>Net OPEB (asset) liability - ending (a) - (b)</b>	<b>\$ (534,496)</b>	<b>\$ (170,895)</b>	<b>\$ (156,345)</b>	<b>\$ 729,308</b>
<b>Plan fiduciary net position as a percentage of percentage of the total OPEB liability</b>	<b>137.38%</b>	<b>110.82%</b>	<b>111.57%</b>	<b>50.13%</b>
<b>Covered employee payroll</b>	<b>\$ 2,138,043</b>	<b>\$ 1,983,872</b>	<b>\$ 1,709,111</b>	<b>\$ 1,479,245</b>
<b>Net OPEB (asset) liability as a percentage of covered employee payroll</b>	<b>-25.00%</b>	<b>-8.61%</b>	<b>-9.15%</b>	<b>49.30%</b>

**Notes to Schedule:**

Changes in assumptions:

For the measurement period ended June 30, 2019, there were no changes actuarial assumptions.

For the measurement period ended June 30, 2020, there were the following changes in assumptions:

Reduced cap increase to 2% annually commencing in 2021

Removed ACA Excise Tax

Mortality improvement scale was updated to scale MP-2019

\* Fiscal year 2018 was the 1st year of implementation.

**Solano County Water Agency**  
**Required Supplementary Information**  
**For the year ended June 30, 2021**

**2. OTHER POST-EMPLOYMENT BENEFITS PLAN SCHEDULES, Continued**

***Schedule of Plan Contributions - Last 10 Years\****

<b>Fiscal Year Ended June 30</b>	<b>2021</b>	<b>2020</b>	<b>2019</b>	<b>2018</b>
Actuarially determined contribution (ADC)	\$ 83,961	\$ 156,236	\$ 151,562	\$ 32,435
Contributions in relation to the ADC	78,391	144,037	147,479	782,435
Contribution deficiency (excess)	<u>\$ 5,570</u>	<u>\$ 12,199</u>	<u>\$ 4,083</u>	<u>\$ (750,000)</u>
Covered employee payroll	\$ 2,335,366	\$ 2,138,043	\$ 1,983,872	\$ 1,709,111
Contributions as a percentage of covered employee payroll	3.36%	6.74%	7.43%	45.78%

**Notes to Schedule of Employer Contribution:**

Methods and Assumptions for 2020/21 ADC:

Valuation Date	June 30, 2020
Actuarial cost method	Entry Age Normal, Level % of pay
Amortization method	Level % of pay
Amortization period	18-year fixed period for 2020/21
Asset valuation method	Investment gains and losses spread over 5-year rolling period
Discount rate	6.25%
General Inflation	2.75%
Medical trend	Non-Medicare - 7.5% for 2020, decreasing to an ultimate rate of 4% in 2076
	Medicare - 6.5% for 2020, decreasing to an ultimate rate of 4% in 2076
Motility	CalPERS 1997-2015 experience study
Mortality improvement	Mortality projected fully generational with Scale MP-2019

\* Fiscal year 2018 was the 1st year of implementation.

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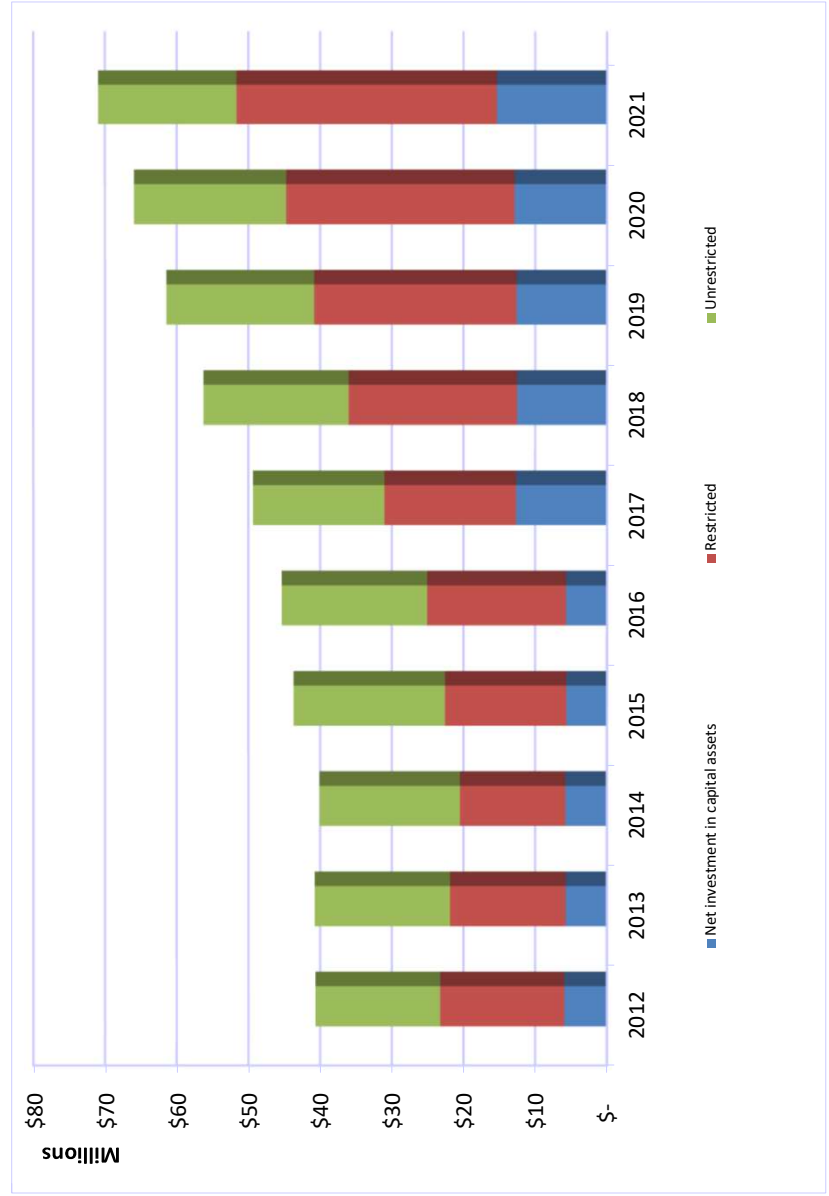
## **STATISTICAL SECTION (Unaudited)**

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**SOLANO COUNTY WATER AGENCY**  
**NET POSITION BY COMPONENT**  
**LAST TEN FISCAL YEARS (accrual basis of accounting)**

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
<b>NET POSITION:</b>										
Net investment in capital assets	\$ 5,912,786	\$ 5,748,772	\$ 5,784,350	\$ 5,645,142	\$ 5,695,633	\$ 12,663,240	\$ 12,527,416	\$ 12,609,847	\$ 12,858,997	\$ 15,335,356
Restricted	17,334,585	16,125,338	14,708,627	16,940,933	19,372,547	18,375,277	23,489,894	28,224,034	31,878,555	36,330,420
Unrestricted	17,384,024	18,885,636	19,600,365	21,118,722	20,277,935	18,322,201	20,253,097	20,588,902	21,211,403	19,284,792
<b>TOTAL NET POSITION</b>	<b>\$ 40,631,395</b>	<b>\$ 40,759,746</b>	<b>\$ 40,093,342</b>	<b>\$ 43,704,797</b>	<b>\$ 45,346,115</b>	<b>\$ 49,360,718</b>	<b>\$ 56,270,407</b>	<b>\$ 61,422,783</b>	<b>\$ 65,948,955</b>	<b>\$ 70,950,568</b>



**SOLANO COUNTY WATER AGENCY**  
**TEN YEAR SUMMARY OF CHANGE IN NET POSITION**  
Year ended June 30,

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
<b>Expenses:</b>										
Solano Project	\$ 8,967,155	\$ 6,878,631	\$ 7,947,771	\$ 7,842,334	\$ 10,873,927	\$ 8,791,655	\$ 9,990,085	\$ 11,591,271	\$ 11,114,866	\$ 11,422,889
State Water Project	10,910,216	12,948,693	13,316,883	11,267,198	11,740,362	13,059,922	12,619,932	13,180,546	14,849,962	14,202,526
Ulatis Project	439,703	475,218	526,128	492,856	569,902	749,195	845,659	839,993	922,970	883,497
Green Valley Flood Control	94,916	75,645	48,738	82,593	51,106	38,131	46,853	162,824	106,279	67,854
<b>TOTAL EXPENSES</b>	\$ 20,411,990	\$ 20,378,187	\$ 21,839,520	\$ 19,684,981	\$ 23,235,297	\$ 22,638,903	\$ 23,502,529	\$ 25,774,634	\$ 26,994,077	\$ 26,576,766
<b>Program Revenues:</b>										
Charges for Services	\$ 2,044,963	\$ 2,276,588	\$ 2,856,623	\$ 2,857,106	\$ 3,051,764	\$ 2,949,358	\$ 2,919,415	\$ 2,951,229	\$ 2,786,476	\$ 3,355,698
Operating Grants and Contributions	\$ 3,720,774	\$ 1,418,063	\$ 1,379,384	\$ 1,916,190	\$ 1,110,799	\$ 1,043,419	\$ 1,104,179	\$ 999,765	959,082	286,925
Capital Grants and Contribution									-	-
<b>General Revenues:</b>										
Property Taxes	15,594,620	16,752,464	16,905,773	19,211,278	20,592,430	22,454,976	25,607,346	25,745,116	26,752,979	27,478,627
Investment Earnings	65,725	59,423	31,336	33,942	121,622	205,753	415,234	1,069,972	897,398	171,005
Other revenues							53,590	160,928	124,314	286,124
<b>TOTAL REVENUES</b>	21,426,082	20,506,538	21,173,116	24,018,516	24,876,615	26,653,506	30,099,764	30,927,010	31,520,249	31,578,379
<b>CHANGE IN NET POSITION</b>	\$ 1,014,092	\$ 128,351	\$ (666,404)	\$ 4,333,535	\$ 1,641,318	\$ 4,014,603	\$ 6,597,235	\$ 5,152,376	\$ 4,526,172	\$ 5,001,613

**SOLANO COUNTY WATER AGENCY  
FUND BALANCE - GOVERNMENTAL FUNDS  
LAST TEN FISCAL YEARS**

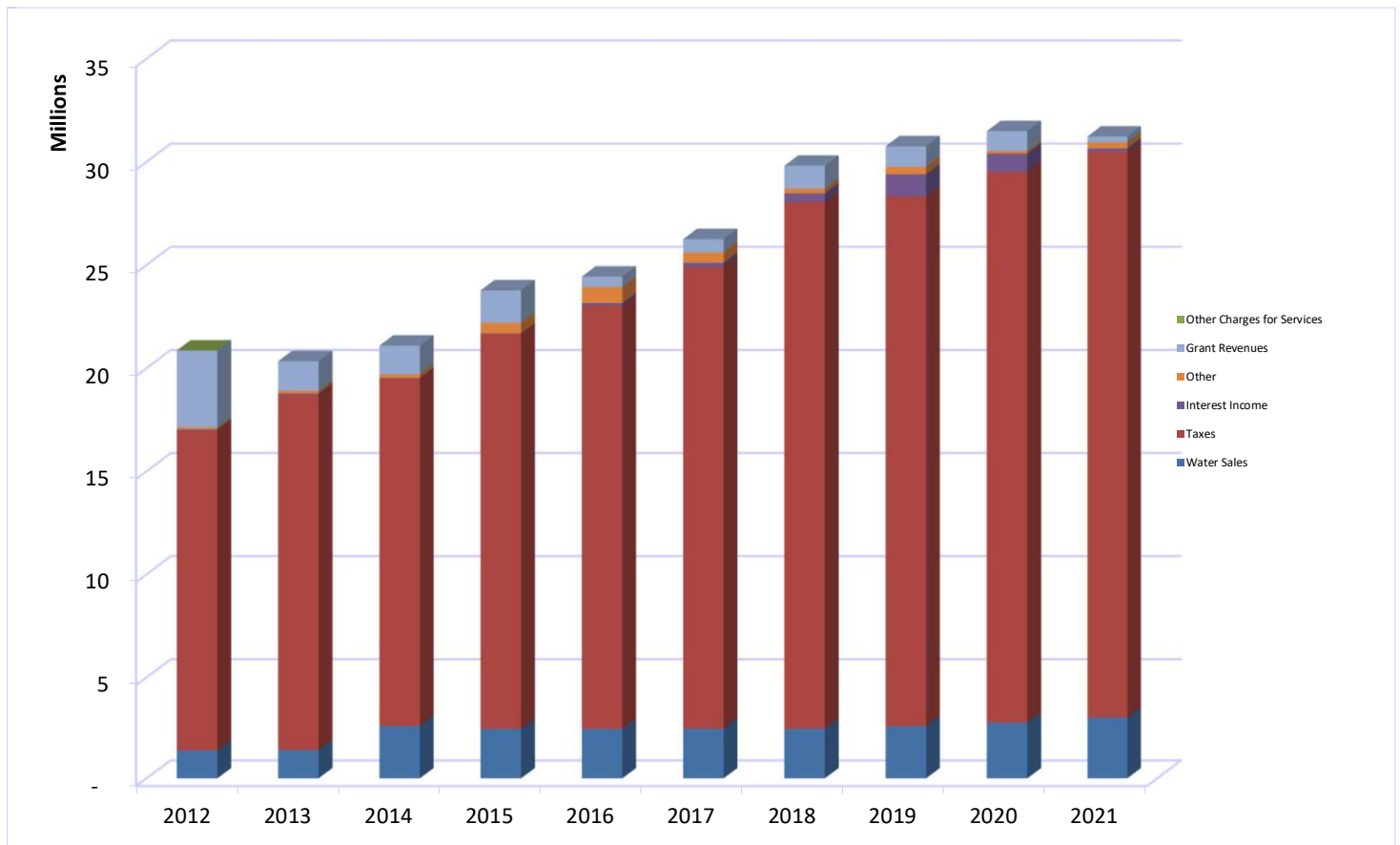
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
<b>General Fund (Solano Project)</b>										
Nonspendable	\$ 612,663	\$ 687,250	\$ 538,870	\$ 688,117	\$ 695,188	\$ 612,965	\$ 247,685	\$ 77,066	\$ 62,378	\$ 63,600
Restricted	-	-	-	-	-	-	-	-	-	-
Assigned	9,683,711	14,464,013	15,407,055	8,880,454	8,880,454	340,426	3,165,000	3,250,000	3,250,000	3,250,000
Unassigned	7,112,484	4,549,371	4,807,479	12,862,550	12,155,515	18,510,292	17,465,429	17,539,198	17,716,205	15,771,819
<b>Total General Fund</b>	<b>\$ 17,408,858</b>	<b>\$ 19,700,634</b>	<b>\$ 20,753,404</b>	<b>\$ 22,431,121</b>	<b>\$ 21,731,157</b>	<b>\$ 19,463,683</b>	<b>\$ 20,878,114</b>	<b>\$ 20,866,264</b>	<b>\$ 21,028,583</b>	<b>\$ 19,085,419</b>
<b>All Other Governmental Funds:</b>										
Nonspendable	\$ -	\$ -	\$ -	\$ -	\$ 174,000	\$ -	\$ -	\$ 77,066	\$ -	\$ 105,136
Restricted	17,475,255	16,155,442	14,494,223	16,940,933	19,372,547	18,375,277	23,489,894	-	31,878,555	36,330,420
Assigned	-	-	-	-	-	-	-	-	-	-
Unassigned	(72,747)	(52,735)	(7,384)	-	-	-	-	-	-	-
<b>Total Other Governmental Funds</b>	<b>\$ 17,402,508</b>	<b>\$ 16,102,707</b>	<b>\$ 14,486,839</b>	<b>\$ 16,940,933</b>	<b>\$ 19,546,547</b>	<b>\$ 18,375,277</b>	<b>\$ 23,489,894</b>	<b>\$ 77,066</b>	<b>\$ 31,878,555</b>	<b>\$ 36,435,556</b>
<b>TOTAL GOVERNMENTAL FUND BALANCES</b>	<b>\$ 34,811,366</b>	<b>\$ 35,803,341</b>	<b>\$ 35,240,243</b>	<b>\$ 39,372,054</b>	<b>\$ 41,277,704</b>	<b>\$ 37,838,960</b>	<b>\$ 44,368,008</b>	<b>\$ 20,943,330</b>	<b>\$ 52,907,138</b>	<b>\$ 55,520,975</b>

**SOLANO COUNTY WATER AGENCY**  
**TEN YEAR SUMMARY OF CHANGES IN FUND BALANCE - GOVERNMENTAL FUNDS**  
Year ended June 30,

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
<b>REVENUES:</b>										
Taxes	15,594,621	17,319,710	16,905,774	19,211,277	20,592,430	22,454,977	25,607,346	25,745,117	26,752,979	27,478,626
Charges for services:										
Water Sales	1,373,642	1,398,952	2,594,108	2,444,535	2,443,675	2,451,389	2,452,701	2,588,338	2,759,430	3,011,233
Other charges for services	661,927	736,000	0	412,384	518,692	397,786	466,714	362,891	27,046	344,465
Grant Revenues	3,720,774	1,418,062	1,379,384	1,565,801	506,528	641,470	1,104,179	995,765	959,082	286,925
Investment Income	65,725	59,423	31,336	33,943	121,622	205,753	415,234	1,069,972	897,398	171,004
Other operating revenue	105,411	141,657	179,715	514,614	778,159	502,132	232,845	354,810	124,314	286,126
Total revenues	21,522,100	21,073,804	21,090,317	24,182,554	24,961,106	26,653,508	30,279,019	31,120,893	31,520,249	31,578,379
<b>EXPENDITURES:</b>										
Salaries and Employee Benefits	1,590,003	1,714,063	1,862,271	2,186,190	2,170,678	3,099,414	3,447,128	3,850,069	3,990,229	3,499,176
Services and Supplies	754,860	748,347	773,405	681,606	819,576	786,125	834,637	999,124	1,058,703	916,790
Operations & Maintenance	2,175,871	2,781,724	2,001,933	2,395,978	2,808,756	3,111,607	3,275,489	3,861,414	3,948,207	2,837,840
LPCCC Operations	188,564	250,369	650,639	261,360	268,988	254,008	348,891	346,304	370,105	369,671
Putah Creek Watershed Management								992,361	1,020,547	1,475,426
Rehab & Betterment	214,650	290,184	761,550	304,693	2,699,108	19,500	247,787	174,651	231,836	252,646
Water Purchases	9,280,146	11,179,540	11,639,635	9,069,737	10,112,942	11,508,929	11,115,387	11,150,619	12,117,028	12,292,000
Grant Expenditures	3,679,725	1,084,212	1,479,384	1,740,027	534,146	610,689	575,972	546,482	141,396	166,798
Flood Control	32,590	105,145	32,480	55,670	59,763	79,698	96,636	237,190	92,043	542,082
HCP Planning	310,699	406,686	431,181	421,134	372,337	387,888	438,018	532,134	550,679	533,999
Water Conservation	962,987	690,288	1,191,034	1,299,942	1,572,774	1,227,928	1,118,950	1,439,640	993,849	893,095
Consultants	1,205,410	1,121,917	872,800	888,800	1,212,424	1,582,067	1,948,936	1,735,694	2,406,373	2,123,773
Capital assets	236,855	155,264	372,598	206,735	423,943	7,424,398	302,139	532,919	782,415	3,158,942
Debt Service	-	-	-	-	-	-	-	-	-	2,657
Total operating expenditures	20,632,360	20,527,739	22,068,910	19,511,873	23,055,435	30,092,252	23,749,972	26,398,601	27,703,411	29,064,895
<b>OTHER FINANCING SOURCES (USES)</b>										
Capital lease financing	-	-	-	-	-	-	-	-	-	100,353
<b>NET CHANGE IN FUND BALANCE</b>	889,740	546,065	-978,593	4,670,681	1,905,670	-3,438,744	6,529,047	4,722,292	3,816,838	2,613,837

**SOLANO COUNTY WATER AGENCY  
REVENUE BY SOURCE LAST TEN FISCAL YEARS**

Year Ended June 30,	Total	Charges for Services		Taxes	Grant Revenues	Interest Income	Other
		Water Sales	Other Charges for Services				
2012	\$ 21,522,099	1,373,642	661,927	15,594,620	3,720,774	65,725	105,411
2013	\$ 21,073,784	1,398,852	736,080	17,319,710	1,418,062	59,423	141,657
2014	\$ 21,090,317	2,594,108	-	16,905,774	1,379,384	31,336	179,715
2015	\$ 24,182,555	2,444,535	412,384	19,211,277	1,565,801	33,943	514,615
2016	\$ 24,961,106	2,443,675	518,692	20,592,430	506,528	121,622	778,159
2017	\$ 26,653,506	2,451,389	397,786	22,454,976	641,470	205,753	502,132
2018	\$ 30,279,019	2,452,701	466,714	25,607,346	1,104,179	415,234	232,845
2019	\$ 31,120,893	2,588,338	362,891	25,745,117	999,765	1,069,972	354,810
2020	\$ 31,520,249	2,759,430	27,046	26,752,979	959,082	897,398	124,314
2021	\$ 31,578,379	3,011,233	344,465	27,478,626	286,925	171,004	286,126

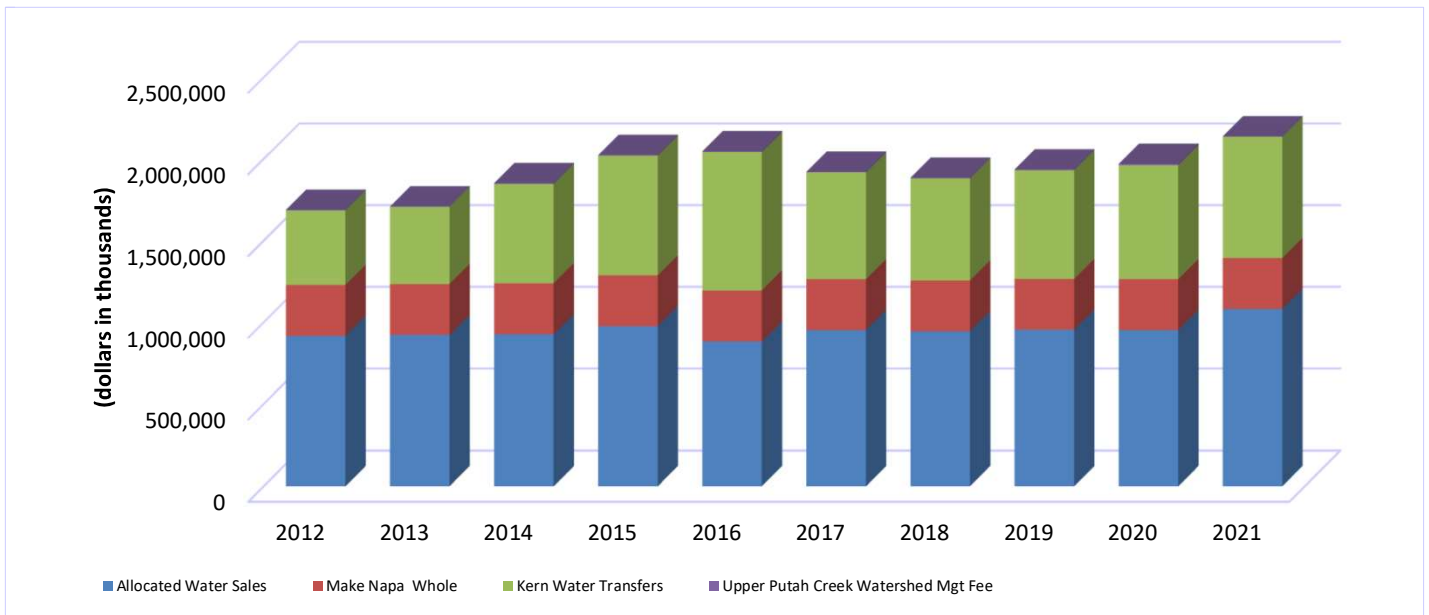


**SOLANO COUNTY WATER AGENCY**  
**TEN YEAR SUMMARY OF WATER SALES AND DELIVERIES,**  
Year ended June 30,

	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021
<b>ANNUAL ALLOCATED WATER DELIVERIES</b>										
Acre feet per City										
Benicia	17,200	17,200	17,200	17,200	17,200	17,200	17,200	17,200	17,200	17,200
Fairfield	11,800	11,800	11,800	11,800	11,800	11,800	11,800	11,800	11,800	11,800
Suisun City	1,125	1,175	1,225	1,275	1,300	1,300	1,300	1,300	1,300	1,300
Vacaville	6,100	6,100	6,100	6,100	6,100	6,100	6,100	6,100	6,100	6,100
Vallejo	5,600	5,600	5,600	5,600	5,600	5,600	5,600	5,600	5,600	5,600
UC Davis	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
CSP Solano	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
<b>ANNUAL ALLOCATED WATER DELIVERIES</b>										
Annual Contracted Amount										
Benicia	\$ 352,600	\$ 352,600	\$ 352,600	\$ 387,086	\$ 352,600	\$ 352,600	\$ 352,600	\$ 352,600	\$ 352,600	\$ 352,600
Fairfield	241,900	241,900	241,900	241,900	249,683	241,900	241,900	241,900	241,900	241,900
Suisun City	23,063	24,088	25,113	26,138	26,650	26,650	26,650	26,650	26,650	26,650
Vacaville	125,050	125,050	125,050	125,050	125,157	125,050	125,050	125,050	125,050	125,050
Vallejo	114,800	114,800	114,800	131,506	59,401	138,546	114,800	114,800	114,800	253,026
UC Davis	27,420	24,672	35,740	34,720	35,420	36,120	36,840	37,580	38,349	39,100
CSP Solano	31,938	39,480	31,758	29,448	33,426	31,614	46,908	56,064	53,316	43,962
<b>Kern Water Transfers</b>										
Fairfield	\$ 228,167	\$ 236,492	\$ 304,619	\$ 366,567	\$ 424,275	\$ 327,117	\$ 313,050	\$ 332,296	\$ 349,041	\$ 371,085
Vacaville	228,167	236,492	304,619	366,567	424,275	327,117	313,050	332,296	349,041	371,085
<b>Make Napa Whole Adjustment</b>										
Fairfield	\$ 179,990	\$ 179,990	\$ 179,990	\$ 179,990	\$ 179,990	\$ 179,990	\$ 179,990	\$ 179,990	\$ 179,990	\$ 179,990
Suisun City	51,090	51,090	51,090	51,090	51,090	51,090	51,090	51,090	51,090	51,090
Vacaville	80,920	80,920	80,920	80,920	80,920	80,920	80,920	80,920	80,920	80,920
<b>Upper Putah Creek Watershed Management Fee</b>										
Depletion Fees	\$ 3,604	\$ 2,503	\$ 3,983	\$ 3,163	\$ 4,738	\$ 3,444	\$ 2,531	\$ 5,000	\$ 7,223	\$ 3,127

**SOLANO COUNTY WATER AGENCY**  
**TEN YEAR SUMMARY OF WATER SALES BY CATEGORY**  
Year ended June 30,

<b>Fiscal Year</b>		<b>Allocated Water Sales</b>		<b>Make Napa Whole</b>		<b>Kern Water Transfers</b>		<b>Upper Putah Creek Watershed Mgt Fee</b>		<b>Total</b>
2012	\$	916,771	\$	312,000	\$	456,334	\$	3,604	\$	1,688,709
2013		922,590		312,000		472,984		2,503		1,710,077
2014		926,961		312,000		609,238		3,983		1,852,182
2015		975,847		312,000		733,133		3,163		2,024,143
2016		882,337		312,000		848,549		4,738		2,047,624
2017		952,480		312,000		654,233		3,444		1,922,157
2018		944,748		312,000		626,100		2,531		1,885,379
2019		954,644		312,000		664,591		5,000		1,936,235
2020		952,665		312,000		698,082		7,223		1,969,970
2021		1,082,288		312,000		742,170		3,127		2,139,585



**SOLANO COUNTY WATER AGENCY**  
**DEMOGRAPHIC AND ECONOMIC STATISTICS - Solano County**  
**Year ended June 30,**

Fiscal Year	Population(1)	Personal Income(1)	Per Capita Personal Income(1)	Unemployment Rate (2)
2020	440,224	23,117,657,791	52,513	13.70%
2019	441,307	22,335,602,540	50,612	3.90%
2018	439,793	21,395,947,591	48,650	4.20%
2017	436,023	20,749,942,201	47,589	4.60%
2016	431,498	19,778,909,530	45,838	6.00%
2015	429,552	19,223,389,084	44,752	5.90%
2014	425,169	18,631,142,897	42,073	8.10%
2013	418,387	18,057,143,000	42,509	8.90%
2012	413,786	17,820,859,000	43,068	11.10%
2011	413,635	16,560,042,000	40,035	12.30%

Detail of estimated population, as of May 1, 2020

Incorporated Cities

Benicia	27,175
Dixon	19,972
Fairfield	116,981
Rio Vista	9,987
Suisun City	29,119
Vacaville	98,855
Vallejo	119,063
Total of Incorporated	421,152
Total of Unincorporated	19,072
Total Population	440,224

Population obtained from U.S. Census Bureau

Personal Income obtained from US Department of Commerce-Bureau of Economic Analysis, updated November 2017

Unemployment Rate obtained from State of California Employment Development Department

**SOLANO COUNTY WATER AGENCY  
PRINCIPAL EMPLOYERS IN SOLANO COUNTY  
Year ended June 30,**

	<b>2020</b>		<b>2011</b>	
	<b>Percentage of Total County</b>		<b>Percentage of Total County</b>	
<b>Employer</b>	<b>Employees</b>	<b>Employment</b>	<b>Employees</b>	<b>Employment</b>
Travis AFB	18,439	10.35%	14,353	7.75%
Kaiser Permanente Vallejo	3,181	1.79%	5,131	2.77%
County of Solano	3,083	1.73%	2,391	1.29%
Northbay Healthcare System	2,700	1.52%	1,115	0.60%
Six Flags Discovery Kingdom	2,460	1.38%	1,600	0.86%
Fairfield-Suisun Unified School District	2,213	1.24%	2,000	1.08%
Kaiser-Permanent Vacaville	2,091	1.17%		0.00%
Kaiser Foundation Hospital & Rehab Center	2,000	1.12%		0.00%
California State Prison Solano	1,557	0.87%		0.00%
Vacaville Unified School District	1,352	0.76%	1,094	0.59%
	<u>39,076</u>	<u>21.93%</u>	<u>27,684</u>	<u>14.94%</u>
<b>Total County Employment</b>	<u>176,200</u>		<u>175,800</u>	

Source:

Employment Development Department, Labor Market Information ([www.Labormarketinfo.edd.ca.gov](http://www.Labormarketinfo.edd.ca.gov))

**Monthly Labor Force Data for Cities and Census Designated Places (CDP)  
October 2020 - Preliminary  
Data Not Seasonally Adjusted**

Area Name	Labor Force	Employ- ment	Unemployment		Census Ratios	
			Number	Rate	Emp	Unemp
Solano County	208,300	190,500	17,700	8.5%	1.000000	1.000000
Benicia city	14,500	13,700	900	5.9%	N/A	N/A
Dixon city	9,700	8,800	800	8.5%	0.046435	0.046657
Elmira CDP	100	100	0	7.1%	0.000686	0.000586
Fairfield city	53,400	48,900	4,500	8.4%	N/A	N/A
Green Valley CDP	700	700	0	0.0%	0.003902	0.000000
Rio Vista city	3,000	2,700	300	10.6%	0.014015	0.017790
Suisun City city	14,400	13,100	1,300	8.8%	N/A	N/A
Vacaville city	45,400	42,200	3,200	7.0%	N/A	N/A
Vallejo city	57,700	51,400	6,200	10.8%	N/A	N/A

CDP is "Census Designated Place" - a recognized community that was unincorporated at the time of the 2014-2018 5-Year American Community Survey (ACS).

**Notes:**

- 1) Data may not add due to rounding. All unemployment rates shown are calculated on unrounded data.
- 2) These data are not seasonally adjusted.
- 3) N/A = Estimate created by Bureau of Labor Statistics

**Methodology:**

Monthly city labor force data are derived by multiplying current estimates of county employment and unemployment by the relative employment and unemployment shares (ratios) of each city at the time of the 2014-2018 American Community Survey. Ratios for cities were developed from special tabulations based on ACS employment, unemployment, and population and Census population from the Bureau of Labor Statistics. For smaller cities and CDPs, ratios were calculated from published census data.

Monthly CDP's labor force data are derived by multiplying current estimates of county employment and unemployment by the relative employment and unemployment shares (ratios) of each CDP at the time of the 2014-2018 ACS survey. Ratios for CDPs' were developed from special tabulations based on ACS employment and unemployment from the Bureau of Labor Statistics.

This method assumes that the rates of change in employment and unemployment since the 2014-2018 American Community Survey are exactly the same in each city and CDP as at the county level (i.e., that the shares are still accurate). If this assumption is not true for a specific city or CDP, then the estimates for that area may not represent the current economic conditions. Since this assumption is untested, caution should be employed when using these data.

**SOLANO COUNTY WATER AGENCY**  
**FULL-TIME EMPLOYEES BY FUNCTION**  
Year ended June 30,

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
GENERAL MANAGER SERIES	1	1	1	1	1	1	1	1	2	2
STREAMKEEPER	1	1	1	1	1	1	1	1	1	1
WATER RESOURCE ENGINEERING SERIES	2	2	2	4	4	4	5	5	5	6
WATER RESOURCE SPECIALIST SERIES	4	4	4	4	5	6	7	7	6	4
WATER RESOURCES TECHNICIAN SERIES	1	2	2	2	2	2	3	4	4	3
ADMINISTRATIVE SERVICES MANAGER	1	1	1	1	1					
ACCOUNTANT SERIES	1	1	1	1	2	2	2	2	2	2
ADMINISTRATIVE ASSISTANT SERIES	1	1	1	1	1	1	1	1	1	1
	12	13	13	15	17	17	20	21	21	19

Note: The numbers represent filled positions only.

**SOLANO COUNTY WATER AGENCY**  
**TEN YEAR SUMMARY OF CAPITAL ASSETS AND ACCUMULATED DEPRECIATION**  
Year ended June 30,

Description	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Cement Hill Bypass Land	\$ 148,898	\$ 148,898	\$ 148,898	\$ 148,898	\$ 148,898	\$ 148,898	\$ 148,898	\$ 148,898	\$ 148,898	\$ 148,898
Land	-	-	-	-	-	6,914,571	6,914,571	6,914,571	6,914,571	8,597,503
Buildings	1,656,654	1,661,323	1,661,323	1,661,323	1,661,323	1,661,323	1,661,323	1,700,109	1,700,109	2,732,716
Cement Hill Bypass Improvements	2,535,494	2,535,494	2,535,494	2,535,494	2,535,494	2,535,494	2,535,494	2,535,494	2,535,494	2,535,494
Water Monitoring Equipment	2,049,048	2,090,591	2,101,442	2,101,442	2,134,634	2,164,101	2,204,109	2,300,466	2,310,371	2,374,425
Machinery & Field Equipment	771,688	819,017	1,155,301	1,253,527	1,705,315	2,130,175	2,392,306	2,613,440	3,073,995	3,152,049
Furniture, Fixtures & Office Equipment	285,964	347,684	373,152	391,479	328,787	217,439	217,439	114,364	364,134	364,134
Construction in Progress	-	-	-	90,183	-	-	-	7,302	36,482	259,286
Total In-Service	7,447,746	7,603,007	7,975,610	8,182,346	8,514,451	15,772,001	16,074,140	16,334,644	17,084,054	20,164,505
Less Accumulated Depreciation	(1,534,961)	(1,854,239)	(2,191,261)	(2,537,204)	(2,818,818)	(3,108,761)	(3,546,724)	(3,724,797)	(4,225,062)	(4,731,042)
<b>Net Capital Assets</b>	<b>\$ 5,912,785</b>	<b>\$ 5,748,768</b>	<b>\$ 5,784,349</b>	<b>\$ 5,645,142</b>	<b>\$ 5,695,633</b>	<b>\$ 12,663,240</b>	<b>\$ 12,527,416</b>	<b>\$ 12,609,847</b>	<b>\$ 12,858,993</b>	<b>\$ 15,433,464</b>

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE  
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED  
IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

**Independent Auditor's Report**

To the Board of Directors  
of the Solano County Water Agency  
Vacaville, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and major funds of the Solano County Water Agency, (Agency), as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements and have issued our report thereon dated December 30, 2021.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Agency's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

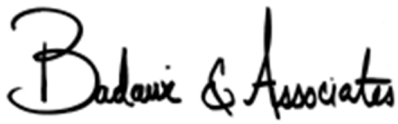
To the Board of Directors  
of the Solano County Water Agency  
Vacaville, California  
Page 2

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Agency's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Badawi & Associates". The signature is stylized, with the first letter of "Badawi" being a large, looped capital "B".

Badawi and Associates, CPA's  
Berkeley, California  
December 30, 2021

# Solano County Water Agency

Vacaville, California

*Auditors' Communication with  
Those Charged with Governance*

*For the year ended June 30, 2021*





December 30, 2021

To The Board of Directors  
of Solano County Water Agency  
Vacaville, California

We have audited the financial statements of the governmental activities and major fund information of the Solano County Water Agency, (Agency) for the year ended June 30, 2021. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit.

#### Our Responsibilities under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated April 27, 2021, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

As part of our audit, we considered the internal control of the Agency. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning internal control.

As part of obtaining reasonable assurance about whether the financial statements are free from material misstatement, we performed tests of the Agency's compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit.

#### Planned Scope and Timing of the Audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit involves judgment about the number of transactions to be examined and the areas to be tested.

Our audit included obtaining an understanding of the Agency and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

We performed the audit according to the timing previously communicated to you on the engagement letter.

### Significant Audit Matters

#### *Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Agency are described in Note 1 to the financial statements. As described in Note 1 to the financial statements, the Agency changed accounting policies related to financial reporting by adopting the following Statements of Governmental Accounting Standards (GASB Statement) in 2021:

- GASB No. 84, *Fiduciary Activities*
- GASB No. 90, *Majority Equity Interests*
- GASB No. 93, *Interbank offered rates (except LIBOR removal and lease modifications)*
- GASB No. 97, *Certain component unit criteria, and accounting and financial reporting for Internal Revenue Code Section 457 Deferred Compensation Plans*
- GASB No. 98, *The Annual Comprehensive Financial Report*

We noted no transactions entered into by the Agency during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the Agency's financial statements were:

- Depreciable lives and estimated residual value of property and equipment
- Investment valuations
- Pension plans (actuarial assumptions)
- Net Other Post-employment Benefits (OPEB) plan (actuarial assumptions)

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure(s) affecting the financial statements were:

- Summary of Significant Accounting Policies
- Cash and Investments
- Capital Assets
- Employee Retirement Plans
- Other Postemployment Benefits (OPEB) Plan
- Commitments and Contingencies

The financial statement disclosures are neutral, consistent, and clear.

#### *Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

*Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements.

*Disagreements with Management*

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

*Management Representations*

We have requested certain representations from management that are included in the management representation letter dated December 30, 2021.

*Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Agency's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

*Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Agency's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

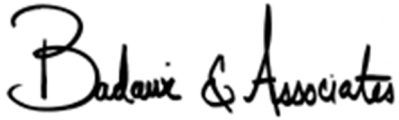
We applied certain limited procedures to the required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

To The Board of Directors  
of Solano County Water Agency  
Vacaville, California  
Page 4

Restriction on Use

This information is intended solely for the use of Agency's Board and management and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in black ink that reads "Badawi & Associates". The signature is written in a cursive, flowing style.

Badawi & Associates, CPAs  
Certified Public Accountants  
Berkeley, California  
December 30, 2021

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE: February 10, 2022

SUBJECT: Contract Amendment with A2Z Landscaping for Continuation and Expansion of Water Conservation Landscape Assistance Program

RECOMMENDATIONS:

Authorize General Manager to execute Amendment No. 1 with A2Z Landscaping for continuation and expansion of water conservation Landscape Assistance Program.


FINANCIAL IMPACT:

Increase contract amount by \$200,000; from \$200,000 to \$400,000. A portion of the program costs – 25 percent – is reimbursed by the participating Solano County cities. Sufficient funding is available within the FY 2021-2022 Water Agency budget for the balance of this expenditure.

BACKGROUND:

The Landscape Assistance Program, which serves disabled residents and low-income senior residents of Solano County, has proven to be one of the more popular and successful water conservation programs offered by the Water Agency. In general, disabled and particularly low-income households tend to have older water fixtures and from a water use perspective, less efficient landscapes. Furthermore, as a demographic group they are typically less able to afford the upfront cost of installing water efficient landscapes and fixtures, and/or are physically unable to perform the desired water conservation upgrades themselves.

The Water Agency contracts with A2Z Landscaping, and veteran owned business based in Vacaville, to administer the Landscape Assistance Program. For a typical landscape installation, A2Z Landscaping personnel meet with the applicant/homeowner to develop a water efficient landscape tailored to the applicant/homeowner’s needs and desires, installs the water efficient landscape and associated irrigation system, trains the applicant/homeowner how to operate and maintain the irrigation system, and performs follow up visits for up to a year on an as needed basis.

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 February 10, 2022 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

**Page 2**

Since program inception in 2019, A2Z Landscaping has completed 32 residential landscape conversion projects, with 12 of the 32 landscape conversion projects occurring within the last six months. Currently, there are over 35 applicants on the waiting list. To date landscape conversion projects have been installed in Vacaville, Fairfield, Vallejo, Rio Vista, Dixon, and Suisun City. Annual water savings vary by project location and extent of irrigated landscape, but to date have averaged roughly 30,000 gallons per project per year.

In addition to reducing residential water use and associated expenses for low-income households, the Landscape Assistance Program helps participating cities comply with State-mandated water conservation directives.

## SOLANO COUNTY WATER AGENCY

### AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NUMBER: 1

CONTRACTOR: A2Z Landscaping Services

EFFECTIVE DATE: February 1, 2022

PROJECT: Landscape Assistance Program

#### DESCRIPTION OF AMENDMENT:

1. The Solano County Water Agency continues to implement the Landscape Assistance Program through the drought. With an increased popularity of interested applicants stacking up with a wait list of more than 35 Solano County residents, this Program has a need for additional funding to serve more individuals. A2Z Landscaping will continue to provide the services of working directly with disabled and low-income senior residents of Solano County to help them conserve water with their low water use landscape conversion project. This contract is for the one-on-one consultation, design, and direct installation of replacing sod with low water use landscaping for disabled residents and low-income senior residents.
2. Increase contract amount by \$200,000; from \$200,000 to \$400,000

#### SIGNATURES:

Solano County Water Agency,  
A Public Agency

A2Z Landscaping

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

By: \_\_\_\_\_  
A2Z Landscaping

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#### FOR SCWA USE ONLY

Contract Period: 7/1/21 to 6/30/22

File Number: \_\_\_\_\_

Account Manager: Sabrina Colias

G/L Account #: 6551AC - 2008 and 6551AC-2003

Job Cost #: \$200,000

Contract Type: Professional Services

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE: February 10, 2022

SUBJECT: Addition of Assistant/Associate Water Resources Specialist Position

RECOMMENDATIONS:

Authorize hiring of permanent Water Resources Specialist to assist with implementation of Lake Berryessa Invasive Mussel Infestation Prevention Program.

FINANCIAL IMPACT:

The annual cost (salary and benefits) of the Assistant/Associate Water Resources Specialist position ranges from \$97,750 - \$132,306. Funding for this position is allocated in the current budget and will be included in subsequent budgets if the position is approved.

BACKGROUND:

Staff is seeking to expand the scope of the Lake Berryessa Invasive Mussel Infestation Prevention Program to increase the number and frequency of watercraft inspections, and to provide additional “wash-down” services for those watercraft suspected of harboring invasive mussels. In addition, staff is seeking to bring certain biological monitoring activities in-house, as opposed to continued reliance on contractor services.

The proposed Assistant/Associate Water Resources Specialist will serve as a team leader and mentor for the seasonal watercraft inspectors the Water Agency hires each year. Currently, 10 to 15 seasonal watercraft inspectors are hired each year. In addition to leading and mentoring the seasonal watercraft inspectors, the Assistant/Associate Water Resources Specialist, being a full-time employee, will be available to conduct watercraft inspections in the “off season”, most notably, during the increasing number of fishing tournaments that occur at Lake Berryessa during the Fall and Winter months. Other duties include community outreach and operating the existing watercraft washdown station on an as needed basis.



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 February 10, 2022 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

Currently, the Water Agency retains the services of a consultant at an average annual cost of \$30,000 per year to monitor Lake Berryessa for the presence of invasive mussels. The monitoring effort includes water sampling for the detection of invasive mussels in their larval free swimming life stage, as well as the monitoring of hard substrates, such as marina boat slips, for mature invasive mussels. The proposed Assistant/Associate Water Resources Specialist would assume the consultant’s duties, thereby offsetting the annual cost of the Assistant/Associate Water Resources Specialist by approximately \$30,000.

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN

The continued growth of the Lake Berryessa Mussel Prevention Program is consistent with Goal #5 – (Education and Outreach; Objective B-Evaluate, and where appropriate, coordinate public awareness of water-related programs throughout the County); 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).



### **DEFINITION**

Under direct or general supervision, assists in the development and implementation of water management, invasive species prevention, and biological monitoring, performs grant administration; assists in conducting field inspections and investigations of the Agency's systems and facilities; participates in scientific studies; and performs related work as required.

### **SUPERVISION RECEIVED AND EXERCISED**

Receives direct supervision from the Supervising Water Resources Specialist and/or the Manager of Water Resources. No direct supervision of staff is exercised.

### **DISTINGUISHING CHARACTERISTICS**

This is the entry-level class in the Water Resources Specialist series. This class is distinguished from the Associate Water Resources Specialist (journey-level) by the performance of less than the full range of duties in the field of water resources. Employees at this level are not expected to perform with the same independence of direction and judgment on matters allocated to the journey level. As experience and proficiency are gained, assignments will become more technically diverse and difficult, while exercising increasing independence of judgment.

This class is alternately staffed with the Associate Water Resources Specialist and incumbents may advance to the higher-level class after gaining the knowledge, skills and experience that meet the qualifications and demonstrating the ability to perform the work of the higher-level class.

### **EXAMPLES OF ESSENTIAL JOB FUNCTIONS** (Illustrative Only)

*Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.*

- Assists water resources staff in development of projects and implementation of programs, including, but not limited to, water resources management, invasive species prevention, and biological monitoring. .
- Conducts field inspections, investigations, and monitoring and data gathering for the Agency.
- Surveys, assesses, and reports baseline environmental conditions and wildlife at sites for project planning. Uses research, available data, and in field assessments and evaluations to define the current conditions of the site.
- Monitors project progress and success with site surveys and reports, and develops adaptive project plans as necessary.
- Assists in researching, planning, and writing grant/funding proposals including coordination with funding agencies and their criteria.

- Assists in administering and monitoring grants, ensuring compliance with grant requirements and schedule.
- Communicates with concessionaire or business owners, government and regulatory agencies, and other project stakeholders. Coordinate and facilitate meetings, and create meeting reports.
- Participates in project field meetings to solicit and coordinate activities going on simultaneously within the project site.
- Prepares and submits permit applications, permit amendments, extension applications, verification request forms, wildlife reports, and notice of exemptions required by assigned projects.
- Assists in preparing and prepares reports required by grants including quarterly progress reports, annual reports, close-out and monitoring reports, financial reports, and reimbursement requests with invoices.
- Performs staff functions for various Agency committees.
- Assists in project management of grant funded projects such as preparing reports and scheduling seasonal staff and special events.
- Drafts maps, charts, diagrams, and tables using computer programs.
- Attends various types of meetings, records minutes, prepares oral presentations and written reports, and presents findings.
- Performs other duties as assigned.

## **QUALIFICATIONS**

### **Knowledge of:**

- Basic practices, techniques, and tools used in, water resources management, invasive species prevention, and biological monitoring.
- Basic principles and practices of grant development and administration.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures.
- Effective communication and public relations techniques
- Basic principles of biological science and physiology
- Techniques for providing a high level of customer service to public and Agency staff, in person and over the telephone.
- Safety principles and practices.
- Modern office practices, methods, and computer equipment.
- Computer applications related to the work, including word processing, database, mapping, and spreadsheet applications.
- English usage, grammar, spelling, vocabulary, and punctuation.

### **Ability to:**

- Learn to develop and administer contracts for professional services in a public agency setting.
- Understand and interpret basic and routine engineering construction plans, specifications, and contract documents.
- Analyze invasive species and water resources problems and develop proposed solutions.
- Conduct biological surveys
- Prepare and maintain detailed and accurate records, reports, and written correspondence.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.

- Operate modern office equipment, including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish and maintain effective working relationships with those contacted in the course of the work.

**Education and Experience:** *Any combination of training and experience, which would provide the required knowledge, skills and abilities, is qualifying. A typical way to obtain the required qualifications would be:*

Equivalent to graduation from an accredited four-year college or university with major coursework in water conservation, water resources, environmental sciences, landscape architecture, planning, engineering, agriculture, biological sciences, natural resources, public policy or administration, or a related field.

Advance degree desirable.

**Experience:** No experience is necessary, however, experience in the above-described job functions is desirable.

**License and Certifications:**

Possession of an appropriate California driver's license and a satisfactory driving record.

**PHYSICAL DEMANDS**

Must possess mobility to work in the field and in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification occasionally stoop, kneel, crouch, reach and climb to perform work and inspect work sites.

**ENVIRONMENTAL ELEMENTS**

Employees primarily work in an outdoor setting with moderate to loud noise levels, inclement weather, slippery surfaces, and around moving vehicles and power equipment. Employee will sometimes work in an office environment with moderate noise levels, controlled temperature conditions and no direct exposure to potentially hazardous physical substances. Employees may interact with upset staff and/or public and private representatives, and contractors in interpreting and enforcing departmental policies and procedures.

**WORKING CONDITIONS**

This position is required to work primarily weekends and all holidays April through September.

May be required to work on evenings, and early mornings.

Revised: 01/26/22



### **DEFINITION**

Under direct or general supervision develops, implements, and manages water management, invasive species prevention, and biological monitoring; applies for, develops and administers grants; conducts field inspections and investigations of the Agency's systems and facilities; participates in scientific studies; and performs related work as required.

### **SUPERVISION RECEIVED AND EXERCISED**

Receives general supervision from the Supervising Water Resources Engineer or from the Streamkeeper. No direct supervision of staff is exercised.

### **CLASS CHARACTERISTICS**

This is the journey-level class in the Water Resources Specialist series. This class is distinguished from the Assistant Water Resources Specialist (entry-level) by the performance of the full range of tasks in the field of water resources management, water conservation, grant administration, and habitat restoration/management. Assignments are technically diverse and difficult, and increasing independence of judgment is required. Less supervision is expected in this class compared to the Assistant level. This class is distinguished from the Senior Water Resources Specialist (advanced-journey/lead level) in that the latter has complex programmatic, analytical, and budgetary responsibilities and serves in an advisory/lead capacity to other professional staff.

### **EXAMPLES OF ESSENTIAL JOB FUNCTIONS** (Illustrative Only)

*Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.*

- Develops and implements projects and programs, including but not limited to, water resources management, invasive species prevention, and biological monitoring.
- Conducts research and collects data and prepares a variety of reports, as well as drafting maps, charts, diagrams, and tables using computer programs.
- Surveys, assesses, and reports baseline environmental conditions and wildlife at sites for project planning. Uses research, available data, and in field assessments and evaluations to define the current conditions of the site.
- Monitors project progress and success with site surveys and reports, and develops adaptive project plans as necessary.
- Researches, plans and writes grant/funding proposals including coordination with funding agencies and their criteria.
- Administers and monitors grants, ensuring compliance with grant requirements and schedule.

- Prepares reports required by grants including quarterly progress reports, annual reports, close-out reports and monitoring reports, financial reports and reimbursement requests with invoices
- Communicates with concessionaire or business owners, government and regulatory agencies, and other project stakeholders. Coordinate and facilitate meetings, and create meeting reports.
- Participates in project field meetings to solicit and coordinate activities going on simultaneously within the project site.
- Prepares and submits permit applications, permit amendments, extension applications, verification request forms, wildlife reports, and notice of exemptions required by assigned projects.
- Performs staff functions for various Agency committees.
- Attends various types of meetings, records minutes, prepares oral presentations and written reports, and presents findings.
- Performs other duties as assigned.

## **QUALIFICATIONS**

### **Knowledge of:**

- Practices, techniques, and tools used in water resources management, invasive species prevention, and biological monitoring. Principles and practices of grant development and administration
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures.
- Effective communication techniques and public relations.
- Basic principles of biological science and physiology
- Techniques for providing a high level of customer service to public and Agency staff, in person and over the telephone.
- Safety principles and practices.
- Modern office practices, methods, and computer equipment.
- Computer applications related to the work, including word processing, database, mapping, and spreadsheet applications.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for dealing effectively with the public, vendors, contractors, and Agency staff, in person and over the telephone.
- Techniques for providing a high level of customer service to public and Agency staff, in person and over the telephone.

### **Ability to:**

- Develop and administer contracts for professional services in a public agency setting.
- Analyze invasive species and water resources problems and develop proposed solutions
- Understand and interpret basic to routine engineering construction plans, specifications, and other contract documents
- Prepare and maintain detailed and accurate records, reports, and written correspondence.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Conduct biological surveys
- Operate modern office equipment, including computer equipment and specialized software applications programs.
- Operate power equipment and properly maintain power equipment.

- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish and maintain effective working relationships with those contacted in the course of the work.

**Education and Experience:** *Any combination of training and experience, which would provide the required knowledge, skills and abilities, is qualifying. A typical way to obtain the required qualifications would be:*

Equivalent to graduation from a four-year college or university with major coursework in water conservation, water resources, environmental sciences, landscape architecture, planning, engineering, agriculture, biological sciences, natural resources, public policy or administration, or a related field; and

Two (2) years of experience in water and natural resources conservation planning or habitat restoration/management, including grant proposal preparation and/or administration.

Advanced degree desirable.

**License and Certifications:**

Possession of an appropriate California driver's license and a satisfactory driving record.

**PHYSICAL DEMANDS**

Must possess mobility to work in the field and in a standard office setting and use standard office equipment, including a computer; strength, stamina, and mobility to perform medium physical work, operate varied hand and power tools; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification occasionally stoop, kneel, crouch, reach and climb to perform work and inspect work sites.

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**WORKING CONDITIONS**

This position is required to work primarily weekends and all holidays April through September.

May be required to work on evenings, and early mornings.

Associate Water Resources Specialist  
Page 4 of 4

Revised: 01/26/22

# WATER POLICY UPDATES

# North Bay Watershed Association

## Board Meeting - Agenda

February 4, 2022 | 9:30 – 11:30 a.m.

THIS MEETING WILL BE HELD VIRTUALLY VIA REMOTE CONFERENCING SERVICE—  
NO PHYSICAL MEETING LOCATION

### Zoom Webinar:

<https://us02web.zoom.us/j/81630673971?pwd=dm94TXJCRWMYWFBLc3U5V2pTSMNRZz09>

**Webinar ID:** 816 3067 3971 **Password:** 216460

Agenda and materials will be available the day of the meeting at:  
[www.nbwatershed.org](http://www.nbwatershed.org)

## AGENDA

Time	Agenda Item	Proposed Action
9:30	<b>Welcome and Call to Order – Roll Call and Introductions</b> <i>Jack Gibson, Chair</i>	<i>N/A</i>
9:35	<b>General Public Comments</b> This time is reserved for the public to address the Committee about matters NOT on the agenda and within the jurisdiction of the Committee.	<i>N/A</i>
9:40	<b>Agenda and Past Meeting Minutes Review</b> <i>Jack Gibson, Chair</i>	<i>Approve</i>
9:45	<b>Treasure's Report</b> <i>Jack Gibson, Chair</i>	<i>Accept</i>
9:50	<b>Guest Presentation—State Route 37, Baylands Group Updates</b> <i>Jessica Davenport, Deputy Program Manager, Bay Area Program, State Coastal Conservancy</i>  Jessica will provide a perspective from the conservation community on SR 37 planning activities, describing the SR 37-Baylands Group's focus on integrating transportation and restoration planning, protecting and enhancing ecosystem function, and promoting landscape-scale resilience.	<i>Presentation</i>
10:40	<b>Guest Presentation—Updates from the Third Senate District</b> <i>Logan Pitts, Senior Field Representative, State Senator Bill Dodd</i>	<i>Presentation</i>

10:55	<p><b>Executive Director Report</b></p> <p><i>Andy Rodgers, Executive Director</i></p> <p>Andy will provide an update on active projects, recent meetings, communications, committees, activities, and developing initiatives since the December 3 Board meeting. Andy will outline ideas for next and future Board meeting topics and solicit feedback.</p>	<p><i>ED updates, Board questions, and input</i></p>
11:10	<p><b>Board Information Exchange and Drought Updates</b></p> <p><i>Members</i></p> <p>Members will highlight issues and share items of interest.</p>	<p><i>N/A</i></p>
11:30	<p><b>Announcements/Adjourn</b></p> <p><b>Next Board Meeting: March 4, 2022</b></p>	<p><i>N/A</i></p>

ACTION OF  
SOLANO COUNTY WATER AGENCY

DATE: February 10, 2022

SUBJECT: SCWA Office Expansion

RECOMMENDATIONS:

- 1. Authorize General Manager to execute First Amendment to the Purchase and Exchange Agreement with the Solano Irrigation District (SID) and subsequent documents that are required to implement the Purchase and Exchange Agreement.
- 2. Authorize General Manager to execute the Pre-Construction Agreement with General Contractor.
- 3. Authorize General Manager to execute Agreement with Brereton Architects for Architectural Services.

FINANCIAL IMPACT:

- 1. There are no financial changes associated with the First Amendment to the Purchase and Exchange Agreement with SID.
- 2. The Pre-Construction Agreement is subject to the terms discussed under Closed Session.
- 3. Total cost not to exceed \$120,000 for the agreement with Brereton Architects.

BACKGROUND:

Based on direction and approval by the SCWA Board at the September 9, 2021 Board Meeting, staff have been moving forward with the SCWA Office Expansion Project. To date, escrow has started on the Purchase and Exchange process, a Job Walk was held on November 16, 2021 with over 20 Contractors participating, and final RFQ/RFPs were submitted to the Agency in December-2021. To continue moving the process forward, staff are requesting authorization on three items which are discussed below in more detail.



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 February 10, 2022 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

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In moving forward on the Purchase and Exchange Agreement with the Solano Irrigation District (SID) several minor issues have arisen, necessitating a First Amendment to the Purchase and Exchange Agreement. The issues to be addressed are related to the existing Co-Tenancy Agreement and corresponding Signage, Antenna, and Utility Easements. A copy of the First Amendment is included in the Board Packet. As part of the First Amendment, new agreements are needed for the Shared Space Agreements, recording of the Agreement, Termination of prior Co-Tenancy Agreement, and recording of the Termination. As the escrow and Purchase and Exchange process moves forward, additional documents will need to be signed and recorded. The purpose of this Agenda Item is to provide authorization to the General Manager to sign these and future documents that are specific to implementation of the Purchase and Exchange Agreement and the escrow process.

Staff with the help of our realty consultant Terra Realty Advisors, have been moving forward on the RFQ/RFP for Tenant Improvement process. As mentioned above, a mandatory Job Walk was held on November 16, 2021 with 20 General Contractors attending. In December-2021 RFQ/RFPs were submitted to the Water Agency. In January-2022 the RFQ/RFPs were reviewed and interviews were conducted. The purpose of this Agenda Item is based upon discussions and terms under Closed Session award the Pre-Construction Agreement to the recommended General Contractor. This Agenda Item would provide authorization to the General Manager to sign the Pre-Construction Agreement.

The last item is authorization of the General Manager to execute agreement with Brereton Architects for SCWA Office Expansion – Architectural Services. The purpose of this agreement is to provide architectural support related to the space plan, building code review, pre-application to the City of Vacaville, construction documents, construction administration support, and additional architectural support as directed by the Water Agency. It is important to note that this agreement does not authorize construction but is strictly for architectural support to move the project forward.

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:

This item is consistent with Goal #10 – Funding and Staffing, and Objective C – Provide Necessary and sufficient staffing and resources to maintain Program Activities and to achieve the goals and objectives of Strategic Plan Priorities. The item also complements Goal #2 (*Water Management Infrastructure*), Goal #4 (*Water Resources Resiliency*), Goal #7 (*Natural Resources Stewardship*), and Goal #8 (*Groundwater Management*).

## **FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND EXCHANGE OF CONDOMINIUM**

This FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND EXCHANGE OF CONDOMINIUM (“**Amendment**”) is entered into on \_\_\_\_\_, 2022 by and between SOLANO IRRIGATION DISTRICT (“**SID**”), and SOLANO COUNTY WATER AGENCY (“**SCWA**”) as an amendment to that Agreement for Purchase and Exchange of Condominium between the Parties dated September 29, 2021 (“**Agreement**”). Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

1. **CONDOMINIUM PLAN AND CO-TENANCY AGREEMENT.** Section 4.2 of the Agreement is hereby replaced in its entirety with the following revised Sections 4.2 AND 4.3:

4.2 Shared Space Agreement. At the Closing, the Parties agree to enter into the Shared Space Agreement in the form attached as **EXHIBIT E**. The Parties further agree to execute, acknowledge, and record the Termination of Cotenancy Agreement and Memorandum of Cotenancy Agreement in the form attached as **EXHIBIT F**.

4.3 Easements and Other Rights.

4.3.1 Signage Easement. SID is the owner of a signage easement granted by the condominium association pursuant to that Signage Easement Agreement dated October 9, 2009, granting SID an easement for the placement, installation, maintenance, repair and replacement of signage for Suite 201 and for access to and from the easement area (“**Signage Easement**”). The Signage Easement grants SID the right to place exterior signage on the building as well as on the monument sign in front of the building. Pursuant to the authorization contained in Section 1 of the Signage Easement, at the Closing SID shall assign [insert sign designation] to SCWA rights under the Signage Easement as an additional co-Owner and co-Occupant of Suite 201 for placement of signage.

4.3.2 Antenna Easement. SID is the grantee of that certain Antenna Easement Agreement dated October 9, 2009, granting SID a non-exclusive easement for access to and from the roof for installation, maintenance, repair and replacement of the antenna and satellite dishes and for the installation of wiring and telecommunications cabling directly between the roof and Suite 201 (“**Antenna Easement**”). Section 5 of the Antenna Easement states that the easement shall run with the land and shall further benefit or be binding upon each successive owner during its ownership of any portion of the property. Pursuant to this aforementioned authorization, no further assignment or license of the Antenna Easement from SID to SCWA is necessary, and the Parties acknowledge that SCWA can continue to maintain and operate its existing antenna under the Antenna Easement.

4.3.3 Existing Access and Utility Easement. SID is the grantee of that certain Access and Utility Easement Agreement dated October 9, 2009, granting SID an underground utility easement for electricity and an easement for ingress and egress onto a nearby parcel owned by SID which contains a generator (“**Access and Utility Easement**”). At the Closing, SID shall license use of this Access and Utility Easement to SCWA, which shall include the right to access any new, second backup generator. In addition, post-Closing, the Parties agree to work together to appropriately amend the Access and Utility Easement, or obtain a new easement granting SCWA equivalent rights. The provisions of this Section shall survive the Closing.

2. **COUNTERPARTS**. This Amendment may be executed in two or more counterparts and when so executed shall have the same force and affect as though all signatures appeared in one document. A facsimile or electronic signature of this Amendment shall be considered an original signature for all purposes.

3. **CONTINUING VALIDITY**. Except as expressly set forth in this Amendment, the Agreement shall not be amended or modified and the Agreement, as amended hereby, is hereby ratified and shall continue in full force and affect between the Parties.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as a sealed instrument as of the Effective Date.

**SID:**

**SOLANO IRRIGATION DISTRICT**

By: \_\_\_\_\_  
John D. Kluge, President

Attest: \_\_\_\_\_  
Secretary

**SCWA:**

**SOLANO COUNTY WATER AGENCY**

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

Attest: \_\_\_\_\_  
Secretary

**EXHIBIT E**  
**SHARED SPACE AGREEMENT**

## SHARED SPACE AGREEMENT

This SHARED SPACE AGREEMENT (“**Agreement**”) is made and entered into to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022 (“**Effective Date**”), by and between SOLANO IRRIGATION DISTRICT, an irrigation district formed and existing under Division 11 of the Water Code of the State of California (“**District**”), and SOLANO COUNTY WATER AGENCY, a special district established under the Uncodified Water Act of the State of California, §§1250, *et seq.* (“**Agency**”). All parties will sometimes hereinafter be collectively referred to as “**Cotenants**” or individually, as “**Cotenant**”.

### RECITALS

WHEREAS, District and Agency both own a fifty-percent (50%) interest in a portion of the office condominium commonly known as “**Suite 201**” located in the office building commonly known as 810 Vaca Valley Parkway, Vacaville in the County of Solano, State of California, commonly referred to as Solano County Assessor Parcel Number 133-610-070, and more specifically identified by that property description attached hereto as **EXHIBIT A** (“**Shared Space**”).

WHEREAS, District and Agency desire to enter into an agreement to determine their respective rights and obligations with respect to the Shared Space.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, it is hereby agreed by and between the Cotenants, as follows:

1. **TERM OF AGREEMENT.** The term of this Agreement shall be considered effective as of the Effective Date and shall continue in perpetuity.

2. **NEW SHARED SPACE.** The phrase “**Shared Space**” shall refer to those areas of the Property in which District and Agency both possess a 50% co-owner and cotenant interest and are further described as:

<b>Table 1</b>	
<b>Areas to be Shared 50/50</b>	
<b>Description</b>	<b>Area (SF)</b>
Berryessa (Board Room)	2,092
IT Area	810
Electrical Room	166
Berryessa Circulation	271
IT Circulation	128
<b>Total</b>	<b>3,467</b>

3. **COST SHARE.**

3.1 Utilities and Building Expenses. District and Agency agree to equally share the cost of all utilities, building common area association fees, repairs & maintenance and any other agreed on costs allocated to the Shared Space. For allocation purposes, the Shared Area is equal to seven percent (7%) of the total area for Suite 201 (“**Shared Space Allocation**”); therefore, and by way of illustration, to the extent costs are allocated to Suite 201, the Shared Space shall be responsible for 7% of such costs, with the 7% costs to be shared equally by the Cotenants.

3.2 Assessments and Charges under Declaration. Agency and District each agree to equally and promptly pay and remit for payment the Shared Space Allocation of any regular assessment, real property taxes or assessments, or similar charges and expenses levied or owed under the Declaration of Covenants, Conditions and Restrictions for the Vacaville Corporate Center recorded in the Official Records of Solano County on October 22, 2009, as Document No. 2009-00091269 and any amendments or modifications of the Declaration lawfully adopted (“**Declaration**”). The Declaration makes provision for a special assessment for items such as

disproportionate share of utility use, garbage service, keys, access cards, and after-hours HVAC repair and maintenance, security, or other items of expense. District and Agency agree that any such special assessments will be borne by the Cotenants in proportion to activities conducted or omissions by either District or Agency which give rise to the special assessment. Agency will remit to District those charges and assessments within thirty (30) days of notice of the amounts, and District shall pay and remit the total amounts owed to the billing party pursuant to the Declaration. If either District or Agency elect to protest any charges or assessments, the costs of the protest shall be borne by the protesting party, except if both District and Agency elect to protest, the costs of the protest shall be borne in the proportion of the amounts protested by the respective Cotenants, and the Cotenants will reasonably cooperate in the presentation of the protest and content of the charges or assessments.

4. **CORRIDOR.** Cotenants agree to equally share the cost to construct any ingress/egress corridor required by law, as further depicted on **EXHIBIT B**. Should a new corridor connecting the existing lobby and north stairs not be required now, but would be required with the build out of any portion of the remainder of vacant space in Suite 201 in the future, Agency agrees to contribute one-half (50%) of the construction and improvement costs related to such corridor, including construction already completed and/or funded by District, and construction will adhere to the construction plan set forth on EXHIBIT B unless amended by written agreement of the Cotenants.

5. **ANNUNCIATOR SYSTEM.** Cotenants agree to share in the cost of any fire annunciator system as may be required by code. This cost will be prorated between the Cotenants not only in accordance with the Shared Space Allocation, but also on the square footage actually owned by each Cotenant in the 2nd floor of the building.

6. **SALE OF NEW SHARED SPACE.** If at any time either Cotenant elects to sell all or a portion of its interest in the Property, the selling Cotenant shall provide written notice to the non-selling Cotenant of their intent to do so, and the noticing party shall either (i) offer to buy-out the other Co-Tenant's interest in the New Shared Space or (ii) sell their interest in the New Shared Space to the other Co-Tenant, in either case at an appraised value determined by a qualified appraiser mutually approved by the Co-Tenants not to exceed Two Hundred Seventy-Five Dollars (\$275.00) per square foot, with the goal of eliminating any undivided interest prior to a sale.

7. **NON-EXCLUSIVE RIGHTS TO USE NEW SHARED SPACE.**

7.1 Meeting Areas. The New Shared Space includes board meeting areas and conference rooms (“**Meeting Areas**”) for the conduct of meetings. Each Cotenants undivided ownership interest in the New Shared Space includes the non-exclusive right to utilize and schedule for use of the Meeting Areas for up to each Cotenant's proportional ownership of each of the meeting rooms available scheduling time between the business hours of 9:00 a.m. and 10:00 p.m. Monday through Friday. If a Cotenant does not utilize its full proportion of the available time of use on a monthly basis, the other Cotenant may utilize the Meeting Area for the unused periods without additional charge or expense.

7.2 Scheduling. Scheduling of the Meeting Area shall be performed by a person designed by District and shall be on a first come-first serve basis except as to regularly scheduled monthly meetings of governing boards of the District and Agency, which regular meetings shall be established on an annual schedule. Because of security concerns, the right to conduct meetings within the conference rooms or meeting room areas shall not be assignable by either District or

Agency to other persons, entities or public agencies without the prior written consent of the Cotenants.

**8. VOTING OR WRITTEN CONSENT UNDER DECLARATION.** The Declaration provides for exercise of election rights, consent to assessments and voting rights on the basis of the whole of a Condominium (i.e., all interest in Suite 201). Cotenants agree that District shall be entitled to exercise the voting rights; however, District agrees that prior to any such consent, election or vote, District will consults with Agency.

**9. MAINTENANCE AND REPAIR.**

9.1 Agency and District agree to equally share the reasonable costs of maintaining, repairing, reconstructing and operating the New Shared Space. District shall serve as managing Cotenant and maintain the records and accounts for such expenditures. Agency shall pay one-half (50%) of such expenses within thirty (30) days of billing by District.

9.2 Inspections. District is the designated Cotenant for purposes of providing for routine and regular inspections of the New Shared Space, and shall determine the need for repair, maintenance, reconstruction and similar costs and measures to be undertaken to maintain the New Shared Space in a presentable and reasonable condition reflecting a premises operated and maintained by efficient public entities with responsibilities for vital public services. At least annually, District shall provide for such inspections and reports and provide for a statement of the necessary work and expenditures in the New Shared Space. District shall give prior written notice of such inspections and Agency shall have the right to participate in those inspections, testing and investigations of conditions. If the Cotenants disagree as to any items required to be undertaken in the New Shared Space, or object to any cost for improvements or repairs of the New Shared Space,

the Cotenants shall promptly resolve those differences pursuant to Arbitration on an expedited schedule as provided under this Agreement. The work and expenditures determined to be necessary or advisable within the New Shared Space shall be performed by District and shall be promptly implemented. Each Cotenant shall have a right to inspect and observe the work being performed.

**10. RULES AND REGULATIONS.** Agency and District will meet and discuss rules and regulations in regard to access, utility use or other use, noise, odors and other practices which may give rise to concerns or frictions in the use of the New Shared Space. Rules and regulations governing any of such practices may be proposed by each Cotenant, and if the Cotenants shall agree, those rules and regulations shall be adopted by written agreement and published, and each Cotenant shall provide for periodic training of its employees, agents and independent contractors in regard to those rules and regulations. Each Cotenant shall diligently enforce the rules and regulations as to its employees, agents, officers and independent contractors. The rules and regulations may provide for financial penalties for repeated or persistent violation of the rules and regulations. If the Cotenants shall not agree as to certain of the rules and regulations or shall fail to agree to enforcement of the rules and regulations or penalties to be assessed, the Cotenants agree that the Arbitration procedure provided herein shall govern the resolution of those matters.

**11. MAINTENANCE OF INSURANCE.** Insurance or self-insurance requirements of the Declaration shall be met by each of District and Agency. The Cotenants shall maintain insurance upon the improvements and fixtures within the New Shared Space and equally bear the costs of said insurance.

**12. INDEMNIFICATION.** District and Agency shall indemnify, defend and hold the other harmless from any and all claims, liabilities or expenses arising from or related to injuries,

damage or expense caused by the negligent actions, unreasonable omissions of the officer, employees, agents or independent contractors of the other Cotenant or the dangerous condition of public property related to actions or conditions occurring within the New Shared Space or Common Use Areas as defined under the Declaration. If any such claim shall arise or occur, the defense of the Indemnified Cotenant shall be tendered to the Cotenant required to defend and the Indemnified Cotenant shall pay the reasonably attorney fees, expert witness fees and costs incurred in the defense of the claim and the Cotenants will reasonably cooperate in the defense.

13. **ARBITRATION.** THE COTENANTS AGREE THAT IF ANY DISPUTE SHOULD ARISE UNDER THE TERMS AND PROVISIONS OF THIS AGREEMENT, EACH COTENANT WAIVES ANY RIGHT TO COMMENCE LEGAL ACTION OR ARBITRATION OTHER THAN AS PROVIDED UNDER THE TERMS OF THIS AGREEMENT, AND THIS AGREEMENT SHALL PROVIDE THE SOLE AND EXCLUSIVE REMEDY FOR RESOLUTION OF DISPUTES.

13.1 THE DETERMINATION OF THE ARBITRATOR WILL BE FINAL AND BINDING UPON EACH COTENANT AND EACH COTENANT SPECIFICALLY WAIVES ANY RIGHT TO CLAIM THAT THE ARBITRATOR HAS EXCEEDED THE SCOPE OF THE ARBITRATION, HAS DISREGARDED EVIDENCE OR PRINCIPLES OF LAW, AND FURTHER WAIVES ANY RIGHT TO DISCLAIM THE QUALIFICATION OR FUNCTION OF THE ARBITRATOR IN ANY MANNER OR FASHION.

13.2 APPOINTMENT OF THE ARBITRATOR SHALL BE MADE BY MUTUAL AGREEMENT OF THE CO-TENANTS. IF THE CO-TENANTS CANNOT AGREE UPON THE IDENTIFICATION OF THE ARBITRATOR WITHIN THIRTY (30) DAYS FROM THE MAILING OF THE NOTICE OF OBJECTION OR DISPUTE, A PETITION FOR

APPOINTMENT OF ARBITRATOR SHALL BE FILED WITH THE SUPERIOR COURT OF THE COUNTY OF SOLANO. IF THE MATTER TO BE ARBITRATED REQUIRES AN EXPEDITED TIME FOR RESOLUTION BECAUSE OF AN EMERGENCY OR BECAUSE OF A TIME LIMIT FOR ACTION ESTABLISHED BY THE DECLARATION, THE COTENANT GIVING NOTICE OF ARBITRATION MAY PROVIDE FOR A PERIOD OF AGREEMENT AND IDENTIFICATION OF THE ARBITRATOR WHICH REQUIRES A SHORTER PERIOD FOR AGREEMENT AS TO THE ARBITRATOR'S IDENTIFICATION, AND IF NO SUCH AGREEMENT IS REACHED, THE COURT SHALL BE PETITIONED TO APPOINT AN ARBITRATOR UPON AN EXPEDITED BASIS AND TO PROVIDE FOR AN EXPEDITED ARBITRATION SCHEDULE TO RESOLVE ANY MATTER.

13.3 THE ARBITRATOR'S FEES AND FEES AND COSTS OF PETITIONING FOR THE APPOINTMENT OF THE ARBITRATOR SHALL BE PAID BY ONE OR BOTH PARTIES TO THE ARBITRATION IN ACCORDANCE WITH THE DETERMINATION OF THE ARBITRATOR AS TO THE FAIR APPORTIONMENT OF SUCH FEES AND COSTS. THE ARBITRATOR UPON RENDERING ITS AWARD SHALL DETERMINE THE PARTY THAT PREVAILED BASED UPON WRITTEN STATEMENTS MADE BY EACH PARTY AT THE COMMENCEMENT OF THE ARBITRATION AS TO THE POSITION OF THE PARTIES AND THEIR ALTERNATIVES FOR SETTLING THE MATTER. A STATEMENT OF A PROPOSED SETTLEMENT SHALL NOT BE BINDING UPON ANY PARTY AND SHALL NOT BE CONSIDERED AS EVIDENCE BY THE ARBITRATOR EXCEPT TO THE EXTENT THAT THE ARBITRATOR UPON MAKING ITS SOLE AND INDEPENDENT DETERMINATION SHALL DETERMINE THE PARTY WHICH PREVAILED BASED UPON THE PROPOSALS FOR SETTLEMENT OF THE MATTER MADE BY EACH PARTY AND

SHALL DETERMINE THAT THE NON-PREVAILING PARTY SHALL PAY SOME OR ALL OF THE COSTS OF ARBITRATION INCLUDING ANY COSTS INCURRED BY THE ARBITRATOR AND IN EMPLOYING EXPERTS TO ADVISE THE ARBITRATOR IN REGARD TO SPECIFIC SUBJECTS OR QUESTIONS. THE ARBITRATOR MAY FURTHER AWARD THE COST OF ATTORNEYS' FEES OR EXPERT WITNESSES CONSULTED OR EMPLOYED IN THE PREPARATION OR PRESENTATION OF EVIDENCE TO THE ARBITRATOR BY THE PREVAILING PARTY IF, IN THE ARBITRATOR'S DETERMINATION, THE POSITION OF THE NON-PREVAILING PARTY WAS NOT REASONABLY TAKEN OR MAINTAINED OR WAS BASED UPON A FAILURE TO PROPERLY EXCHANGE OR COMMUNICATE INFORMATION WITH THE PREVAILING PARTY IN REGARD TO THE SUBJECT SUBMITTED TO ARBITRATION.

13.4 THE ARBITRATOR'S DETERMINATION MAY FURTHER PROVIDE FOR PROSPECTIVE ENFORCEMENT AND DIRECTIONS FOR THE PARTIES TO COMPLY WITH. UNDER SUCH CIRCUMSTANCES, THE RULINGS OF THE ARBITRATOR SHALL BE BINDING UPON THE PARTIES AND SHALL BE UNDERTAKEN AND PERFORMED BY EACH OF THE PARTIES UNTIL (A) SUCH TIME AS THE ARBITRATOR'S DIRECTIONS TO THE PARTY SHALL LAPSE BY THEIR TERMS, (B) THE ARBITRATOR SHALL NOTIFY THE PARTIES THAT THOSE TERMS ARE NO LONGER IN FORCE OR EFFECT, OR (C) THE ARBITRATOR SHALL MODIFY THOSE TERMS.

**14. PREVAILING COTENANT ENTITLED TO ATTORNEY'S FEES.** If it shall be necessary for either Cotenant hereto to commence legal action to enforce or interpret the terms or provisions of this Agreement or to compel arbitration or to enforce an Arbitrator's Award, the prevailing Cotenant shall be entitled to reasonable attorney's fees and costs incurred, including the

costs of any consultants or experts employed in the preparation and/or presentation of any evidence in such proceedings. It shall not be a precondition of payment of such costs or expenses that the expert's or consultant's information or evidence shall have been presented in any such proceeding or a precondition that the services of the attorney or costs associated with those services shall have been incurred in any open court proceeding. The costs of a prevailing party incurred in negotiations and discussions to settle a matter may be awarded by a court or arbitrator as specified under the terms of this Agreement.

## 15. MISCELLANEOUS.

15.1      Time is of the Essence. Time is of the essence in the performance of this Agreement and of every term and provision thereof.

15.2      Entire Agreement.

There are no other terms, conditions, promises, or warranties either implied or explicit or promises other than are contained within the written terms of this Agreement. This Agreement contains the entire agreement between the Cotenants. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement, including, but not limited to that Cotenancy Agreement between the Cotenants effective June 21, 2010, are of no force or effect. The Cotenants agree that they will execute, acknowledge and record the Memorandum of Cotenancy Agreement in the form attached as **EXHIBIT C**. Subsequent modifications to this Agreement shall be in writing and signed by all Cotenants.

15.3      Specific Performance. The Cotenants agree that there is no adequate monetary remedy available in case of breach or default of obligations under this Agreement. Accordingly, the Cotenants agree that specific performance shall be available to enforce any of the

obligations under this agreement and the defaulting or breaching Cotenant agrees to support and not contest any effort to obtain any order of specific performance of these obligations.

15.4 No Waiver or Disclaimer. A failure to utilize or to enforce any term or provision of this Agreement or any facility described in this Agreement shall not constitute a waiver or disclaimer of any interest or right under the terms of this Agreement.

15.5. Parties to Act in Good Faith. Each of the Cotenants agrees to act in good faith to implement and to allow for the performance of the obligations and the rights specified herein, and each Cotenant agrees not to do any act which would impair or make more difficult or impossible the performance of this Agreement and of every right or term thereof.

15.6. Binding on Successors. The provisions of this Agreement shall apply to and bind the successors and assigns of the respective parties hereto, but no assignment or transfer of this Agreement or any part thereof or interest therein by any Cotenant shall be valid unless and until approved in writing by the other Cotenant.

15.7. Covenant Running With the Land. Each Cotenant on behalf of itself and its successors stipulates that the terms and provisions of this Agreement constitute a covenant running with the land and meet all of the requirements, conditions and terms of such an agreement. If, however, a court should determine hereafter that such agreement does not constitute or have the effect of a covenant running with interest in real property represented by the Shared Space in Suite 201, then this Agreement is agreed and stipulated to have the effect of an equitable servitude binding upon each party hereto and the successors of each party.

15.8. Notices. Mailed notices to either Cotenant should be forwarded to the following address by first-class mail and shall be deemed delivered and received five (5) days following their deposit in the United States Mail:

**SOLANO IRRIGATION DISTRICT**

Attn: Cary Keaten, General Manager

Address: 810 Vaca Valley Parkway, Suite 201, Vacaville, California 95688

Telephone/Fax: (707) 448-6847 / (707) 448-7347

**SOLANO COUNTY WATER AGENCY**

Attn: Roland Sanford, General Manager

810 Vaca Valley Parkway, Suite 203, Vacaville, California 95688

Telephone/Fax: (707) 451-6090 / (707) 451-6099

15.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

15.10. Severability. If any provision of this agreement is unenforceable, the remaining provisions shall nevertheless be carried into effect.

IN WITNESS WHEREOF, the Cotenants have executed this Agreement as of the day and year  
first written.

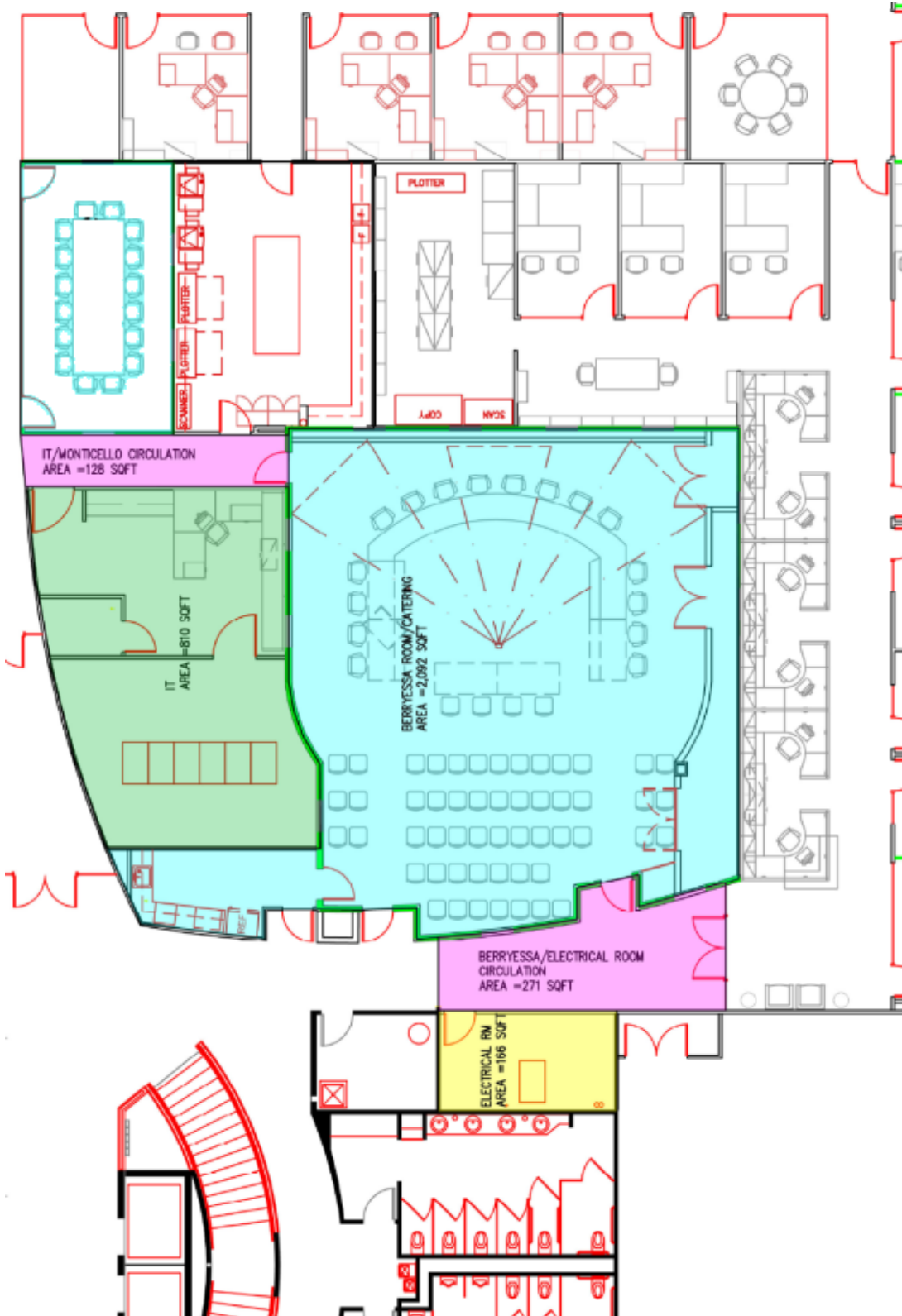
SOLANO IRRIGATION DISTRICT

SOLANO COUNTY WATER AGENCY

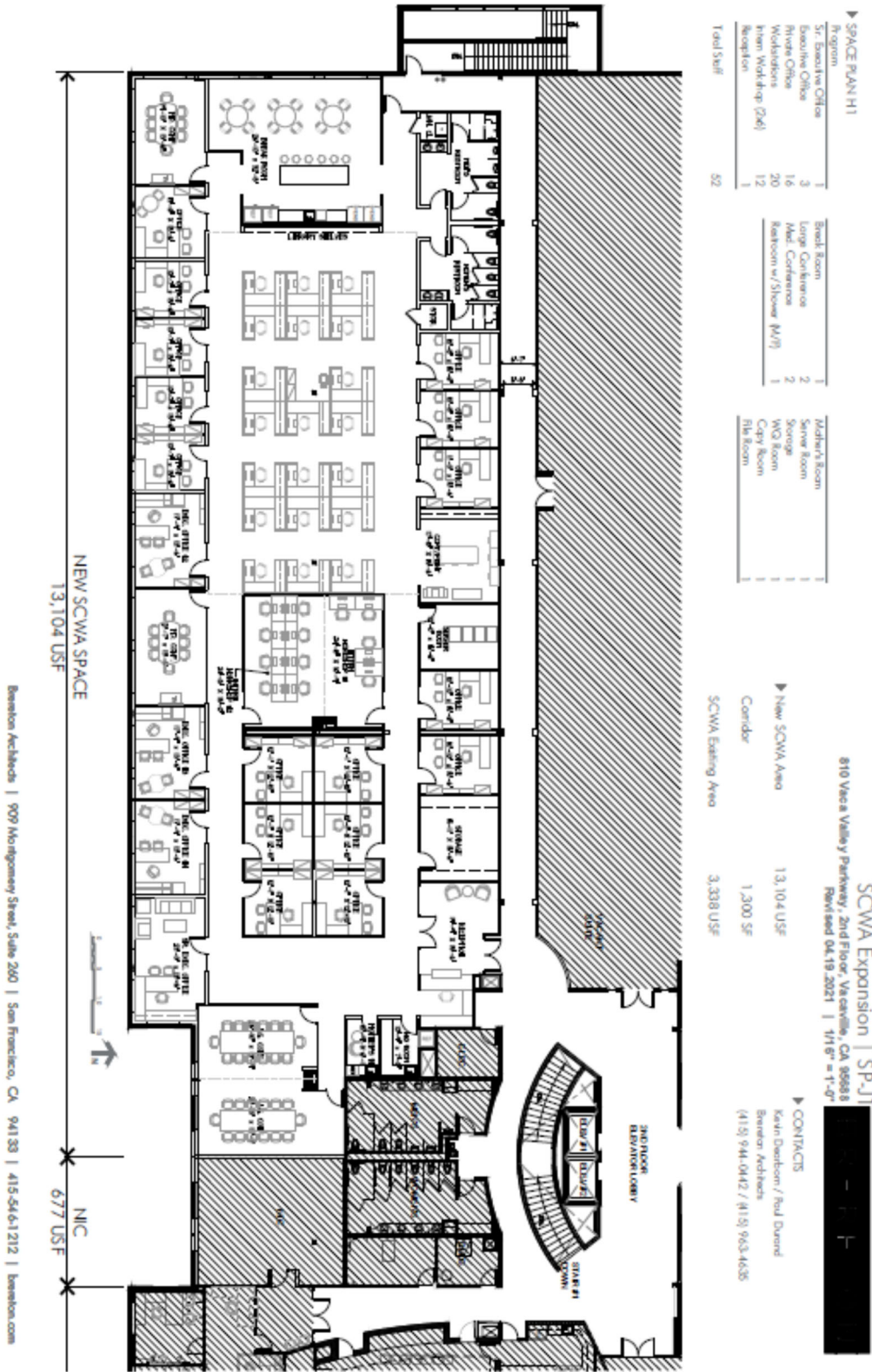
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**  
**CONDOMINIUM MAP, UNIT NO. 201**  
**SHARED SPACE**



# EXHIBIT B PROPOSED CORRIDOR AND CONSTRUCTION PLANS



**EXHIBIT C**  
**MEMORANDUM OF COTENANCY AGREEMENT**

This Recording for the Public Benefit  
Pursuant to the Provisions of  
Government Code Section 6103  
Solano Irrigation District

Recording requested by and  
When recorded return to:

SOLANO IRRIGATION DISTRICT  
810 Vaca Valley Parkway, Suite 201  
Vacaville, California 95688

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### MEMORANDUM OF SHARED SPACE AGREEMENT

Notice is hereby given that the SOLANO IRRIGATION DISTRICT (“**District**”) and the SOLANO COUNTY WATER AGENCY (“**Agency**”) have entered into that SHARED SPACE AGREEMENT in regard to the joint operation and use of a portion of a condominium interest and the appurtenances and rights associated therewith on \_\_\_\_\_, 2022 for that real property identified as 810 Vaca Valley Parkway, Suite 201, Vacaville, CA 95688, Solano County Assessor Parcel Number 133-610-070. The Shared Space Agreement is binding upon the successors of the respective parties.

SOLANO IRRIGATION DISTRICT

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

Attest: \_\_\_\_\_  
Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                     )  
   )  
COUNTY OF SOLANO                     )

On \_\_\_\_\_, 2022, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ and \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

SOLANO COUNTY WATER AGENCY

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

Attest: \_\_\_\_\_  
Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA            )  
  )  
COUNTY OF SOLANO            )

On \_\_\_\_\_, 2022, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ and \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT F**  
**TERMINATION OF COTENANCY AGREEMENT AND**  
**MEMORANDUM OF COTENANCY AGREEMENT**

This Recording for the Public Benefit  
Pursuant to the Provisions of  
Government Code Section 6103  
Solano Irrigation District

Recording requested by and  
When recorded return to:

SOLANO IRRIGATION DISTRICT  
810 Vaca Valley Parkway, Suite 201  
Vacaville, California 95688

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**TERMINATION OF COTENANCY AGREEMENT  
AND MEMORANDUM OF COTENANCY AGREEMENT**

Notice is hereby given that the SOLANO IRRIGATION DISTRICT (“**District**”) and the SOLANO COUNTY WATER AGENCY (“**Agency**”) have terminated that Cotenancy Agreement effective \_\_\_\_\_, 2022 with regard to that real property identified as 810 Vaca Valley Parkway, Suite 201, Vacaville, CA 95688, Solano County Assessor Parcel Number 133-610-070, and this termination expressly terminates and withdraws that Memorandum of Cotenancy Agreement between the parties dated September 13, 2010 and recorded September 29, 2010 as Document Number 201000089204 in the Official Records of Solano County.

SOLANO IRRIGATION DISTRICT

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

Attest: \_\_\_\_\_  
Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                     )  
   )  
COUNTY OF SOLANO                     )

On \_\_\_\_\_, 2022, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ and \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

SOLANO COUNTY WATER AGENCY

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

Attest: \_\_\_\_\_  
Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA            )  
  )  
COUNTY OF SOLANO            )

On \_\_\_\_\_, 2022, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ and \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

Name of Project: **SCWA Office Expansion – Architectural Services**

**SOLANO COUNTY WATER AGENCY**

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

THIS AGREEMENT, **effective February 10, 2022**, 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 Brereton Architects, hereinafter referred to as "Contractor."

The Agency requires services for **SCWA Office Expansion – Architectural Services**; 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 **SCWA Office Expansion – Architectural Services**, as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

2. **COMPENSATION**

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$120,000** for all work contemplated by this Agreement.

3. **METHOD OF PAYMENT**

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, 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. Invoices that are over 6 months old will not be approved or paid by the Agency. **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. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

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, 2023** 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**

Ashley Miller, Principal-Partner  
Brereton Architects  
909 Montgomery Street, Suite 260  
San Francisco, CA 94133

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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: \_\_\_\_\_  
Ashley Miller,  
Principal-Partner

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**FOR SCWA USE ONLY**

Contract Period: 2/10/2022 to 6/30/2023  
File Number: AG-B-9  
Account Manager: Alex Rabidoux  
G/L Account #: 5500AC  
Job Cost #: ----  
Contract Type: Professional Services (Eng/Arch)

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Contractor will provide services including space plan revisions, additional design development, future coordination, construction documents, permit filing, and other architectural duties as requested to support the SCWA Office Expansion project. Project tasks to be invoiced to this contract will be issued as separate Additional Services and/or Work Authorization and must be approved in writing or by e-mail by the Solano County Water Agency.

## WORK AUTHORIZATION

Date: December 10, 2021 R1 DRAFT

To: SOLANO COUNTY WATER AGENCY  
c/o Mr. Scott Sheldon  
Terra Realty Advisors, Inc.  
450 Chadbourne Road, Suite G  
Fairfield, CA 94534

via email

Re: Solano County Water Agency (SCWA) – 810 Vaca Valley Parkway, Vacaville CA  
Proj#: 32033.07  
USF: 13,104

### Article 1: Scope of Work

Authorization is hereby requested for Interior Architectural Services on a Fixed Fee Basis, as outlined below.

#### A. Space Plan

Brereton (Architect) will provide additional revisions and meetings for Space Plan revision J1. These revisions were issued on 04/19/2021.

#### B. General Contractor Selection, Support

It is understood that Terra Realty Advisors will be responsible for administering the bid and its associated documentation including Invitation to bid, instruction to bidders, bid leveling etc. Architect will attend a Bidder's Site Walk with Terra Realty Advisors and a selected group of general contractors. Architect will respond to bidder's questions regarding scope of work and general level of fit and finish. The Job Walk occurred on 11/16/2021.

#### C. Exit/ Corridor Code review

Architect will review exiting requirements for the remaining floor area. Coordination and review of exiting options with Jay Salazar of Vacaville Building department.

#### D. Design Development

Working with the approved Space Plan, the Architect will concentrate on environmental issues: finishes, lighting, sound/noise, and architectural details appropriate for the project. These finishes include but are not limited to wall finishes, floor covering, door and frames, ceiling finishes, millwork/cabinets, and light fixtures.

#### E. Building Department Exit Review

The Architect will request a Pre-Application meeting with the City of Vacaville, to gain pre-approval for the exiting of the second floor. The Architect will prepare the code research and drawings required to assess the issue of installing a voice annunciation system in order to meet the exiting requirements for the second floor.

#### F. Construction Documents

The Architect will prepare drawings as required to set forth in detail the requirements of the interior construction work. These documents shall conform to the approved Space Plan and all local governing authorities at the time of preparation. Engineering for the project will be Design-Build. The City of Vacaville requires MEP drawings to be submitted with Architectural for Permit. Architect will coordinate with general contractor's Mechanical, Electrical and Plumbing design build sub-contractors for preparation of their Construction Drawings. Architect will provide digital background drawings in AutoCAD format for their use in preparing engineered drawings suitable for permit submittal. Architect will review 95% MEP drawings for final coordination with architectural Construction Documents prior to issuance for Permit and Bid.

**G. Permit Filing**

- One (1) visit to the building department to submit for Permit.
- The General Contractor shall pick up the final permit and pay all Municipal Permit Fees.
- One (1) plan check revision and refiling with reviewing agencies.

**H. Construction Administration**

- The construction duration is anticipated to last twenty-four (24) weeks.
- In-house administration: Provide coordination, submittal review, shop drawing review, RFI responses, Punch List preparation, and issuance of a Certificate of Substantial Completion at end of Construction.
- Attend weekly OAC meetings during Construction. Eight (8) onsite meetings and sixteen (16) virtual meetings. On site meetings are anticipated to be two hours in length.
- Extended construction administration and additional site visits shall be billed as an optional/additional service.

**I. Close Out**

- The Architect will issue all project documents to SCWA for their records.

**J. Skylights**

The Architect will provide additional Design Development, Construction Drawings, and Details to create an open to structure ceiling with skylight(s) at open office area similar to the SID space. Cost includes fee for Structural Engineer. Fees do not include 3D digital renderings which can be provided as an additional service.

**K. Furniture Coordination**

It is assumed that SCWA will purchase all new furniture for their offices. The workstation furniture is anticipated to be similar to their existing furniture systems. The Architect will coordinate with SCWA's selected furniture dealer to review suggested furniture systems and features, make recommendations for finish selections and provide design direction for all ancillary furniture as indicated on the final approved Space Plan. Architect will review furniture dealer's furniture order prior to placement and the furniture dealer's installation drawing prior to installation. Architect will make one on site visit after installation for purposes of generating a Furniture Punch List of deficient furniture items and distribute same to, furniture dealer. The Architect will provide the furniture dealer with background drawings in digital format for use in preparing the dealers installation drawings.

**Article 2: Compensation**

Based on the foregoing Scope of Services, Fees are delineated below.

Space Plan	\$	2,200.00
Gen. Contractor Selection	\$	2,500.00
Exiting/ Code Review	\$	2,500.00
Design Development	\$	5,200.00
Pre-App Exit Review	\$	3,500.00
Construction Documents	\$	23,000.00
Permit Filing	\$	2,000.00
Construction Administration	\$	39,500.00
Close Out	\$	500.00
Skylights	\$	4,000.00
Furniture Coordination	\$	6,000.00
Addl. Site Visits (\$900/ea)	\$	1,800.00
Estimated Expenses	\$	7,840.00
<b>Total</b>	<b>\$</b>	<b>100,540.00</b>
Contingency (20%)	\$	19,460.00
<b>Total Contract Amount</b>	<b>\$</b>	<b>120,000.00</b>

The project fee expressed is a **Fixed Fee**. Reimbursable expenses are estimated only and shall be reimbursed as outlined in the attached "Terms and Conditions". Contingency is for Additional Services (as described in Article 3) and/or other work as directed and approved in writing by the Water Agency. This Contract and Work Authorization shall not exceed the Total Contract Amount of \$120,000.00 unless the Contract is amended and approved by the Solano County Water Agency Board of Directors.

**Article 3: Additional Services**

The Architect will perform all the items listed as Additional Services which are excluded from the Basic Scope of Services of this agreement. These services will be provided only after approval in writing by the Owner as a revision to this Proposal, or under a future proposal or amendment. Fees for these services will be billed on a time and materials basis with a budget estimate provided or for a fixed-fee based on a defined scope of work, see attached Terms & Conditions.

- Presentation drawings, finish boards, additional physical or digital model(s) from that included in Basic Services.
- Additional Client meetings beyond base number established in Scope of Services.
- Additional meetings with regulatory agencies and/or community meetings not listed in Scope of Services.
- Major changes to the Design following approval of the Schematic Design documents.
- Extensive due-diligence research or documentation associated with existing building structure, systems or core layouts beyond that reasonably associated with the Scope of Work.
- As-Built documentation for any MEP conditions.
- Retention of structural, mechanical, electrical, acoustical, landscape, civil, or water proofing consultants.
- Surveying, documentation, negotiation and preparation of Title 24 accessibility drawings required by the Building Department. Design or modification of base building elements and services as they relate to the code compliance of the building. It is assumed that all the interior improvements, parking, path of travel and restrooms will comply with code. It is assumed that the Landlord will provide compliance drawings as required by the Building Department.

December 10, 2021

**Solano County Water Agency (SCWA) – 810 Vaca Valley Parkway, Vacaville CA**

Work Authorization

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- Preparation and issuance of construction bulletins and change orders for changes in scope, not generated by the Architect.
- Selection and specification of furniture and furnishings.
- Research, selection, specification or supervision of furnishings: artwork and graphic programs, including selection of artwork, graphic identification systems, framing and installation, preparation, logo, public relations and display materials.
- Selection and coordination of security, telephone and communications systems or vendor. Development of IT/Server Rooms, equipment, cable specification, and installation design and drawings. Design of equipment and cabinet layout in specialty areas such as MIS data communications room, mailroom, conference and reception furniture, etc.
- A change in the original scope of services of additional work requested; any rework of or change in previously approved work not the fault of the Architect, beyond the allowances stated above.
- Contract Administration Services in excess of those indicated above, such as unusual complexity of the Project, site conditions, construction phasing, accelerated or extended schedule for construction, etc.
- Special coordination as a result of above standard structural, HVAC, electrical, life safety, alarm, sprinkler and security systems.
- Design of audio/visual equipment.
- Any work not specifically delineated in the Scope of Work above.
- Special Studies and Surveys.
- Graphics and Signage Design.
- Art Selection and or Procurement.
- Consultants other than those identified.
- Detailed Cost Estimating services.
- Revisions to documents from changes other than the Architect's responsibility.
- Receive, Inspect, Accept & Reject Furniture.
- Post-Occupancy Evaluations.
- Operation Cost Analysis.
- Claims and Default processing of Vendors or General Contractor & Subcontractors.

If this fee proposal meets with your approval, please sign and return one (1) copy to us as our authorization to proceed with the work.

We look forward to working with you on the Project.

Best Regards,

Ashley G. Miller, AIA, IIDA, LEED AP

Principal | Partner

**BRERETON**

A California Corporation

Authorized by: \_\_\_\_\_

Date: \_\_\_\_\_

Encl: Terms & Conditions

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