

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 Sean Favero
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 Pro Tem Alma Hernandez
City of Suisun City

Mayor Robert McConnell
City of Vallejo

GENERAL MANAGER:

Roland Sanford
Solano County Water Agency

DATE: Thursday, November 10, 2022

TIME: 6:30 P.M.

PLACE: Berryessa Room
Solano County Water Agency Office
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688
(In-person meeting, no Zoom option available)

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

4. PUBLIC COMMENT

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

5. CONSENT ITEMS (estimated time: 5 minutes)

- (A) Minutes: Approval of the Minutes of the Board of Directors meeting of October 13, 2022.
- (B) Expenditure Approvals: Approval of the October 2022 checking account register.
- (C) Appropriations Limit for FY 2022-2023: Adopt Resolution Number 2022-06 of the Solano County Water Agency establishing the fiscal year 2022-2023 State appropriation limit of \$18,897,818.
- (D) L & M Surveying Contract Amendment: Authorize General Manager to execute \$40,000 contract amendment with L & M Surveying for continuing on-call surveying services.

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



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

RECOMMENDATION: For information only.

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

RECOMMENDATION: For information only.

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

RECOMMENDATION: For information only.

9. **WORKFORCE COMMITTEE PRELIMINARY FINDINGS AND RECOMMENDATIONS** *(estimated time: 45 minutes)*

RECOMMENDATION: Information only – hear report and provide direction to Workforce Committee.

10. **PROGRAM ENVIRONMENTAL IMPACT REPORT FOR LOWER PUTAH CREEK PROJECT – UPPER REACH PROGRAM** *(estimated time: 15 minutes)*

RECOMMENDATIONS:

1. Authorize Chairman to adopt Resolution 2022-07 Approving Upper Reach Program and Certifying Final Program Environmental Impact Report for the Lower Putah Creek Restoration Project- Upper Reach Program.
2. Adopt the Upper Reach Program and authorize implementation of the Upper Reach Program.

11. **WATER AGENCY OFFICE EXPANSION PROJECT** *(estimated time: 15 minutes)*

RECOMMENDATIONS:

1. Approve updated First Amendment to Purchase and Exchange Agreement with the Solano Irrigation District (SID).
2. Approve Guaranteed Maximum Price Contract with Landmark Construction for Tenant Improvements.
3. Authorize General Manager to enter into all agreements and procurements as necessary for the design, construction, and occupation of the new SCWA Office Building utilizing a Construction Management at Risk (CM @ Risk) construction approach, for a combined amount not-to-exceed \$8.05 million.

12. CALIFORNIA ASSOCIATION OF RESOURCE CONSERVATION DISTRICTS

BLOCK GRANT *(estimated time: 10 minutes)*

RECOMMENDATIONS:

- 1) Authorize General Manager to sign letter of support for California Association of Resource Conservation Districts Block Grant Application.
- 2) Authorize Water Agency to act as fiscal agent for California Association of Resource Conservation Districts (CARCD) Block Grant funds, on behalf of Dixon and Solano Resource Conservation Districts.

13. LEGISLATIVE UPDATES *(estimated time: 15 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

15. CLOSED SESSION

Conference with legal counsel – anticipated litigation
(Paragraph (3) of subdivision (d) of Gov. Code § 54956.9)
Significant exposure to litigation: 1 case

Closed Session pursuant to Gov. Code § 54957
Public Employee Appointment
Title: General Manager

16. TIME AND PLACE OF NEXT MEETING

Thursday, December 8, 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: October 13, 2022**

The Solano County Water Agency Board of Directors met this evening in the Board Room located at the Water Agency office in Vacaville. Attending 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 Pro-Tem Alma Hernandez, City of Suisun City
Mayor Robert McConnell, City of Vallejo
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 Sean Favero, Maine Prairie Water District
Director J.D. Kluge, Solano Irrigation District

CALL TO ORDER

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

APPROVAL OF AGENDA

On a motion by Mayor Bird and a second by Mayor Price the Board unanimously approved - by roll call vote - the agenda.

PUBLIC COMMENT

There were no public comments.

CONSENT ITEMS

Mayor Young asked that item 5(E) Contract with Eagle Aerial Solutions (Eagle Aerial) be pulled for discussion.

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

- (A) Minutes
- (B) Expenditure Approvals
- (C) Quarterly Financial Reports
- (D) Compensation Agreements-Transfer of Redevelopment Agency Property

Mayor Young asked why the Cities of Benicia and Rio Vista were not participating in the contract with Eagle Aerial.

Staff answered that both cities declined to participate in this contract as they already had a process in place to track their Annual Urban Water Use Objectives.

On a motion by Mayor Young and a second by Supervisor Brown the Board unanimously approved-by roll call vote-item 5(E) Contract with Eagle Aerial Solutions.

BOARD MEMBER REPORTS

There were no Board member reports.

GENERAL MANAGERS REPORT

In addition to his written report, General Manager Roland Sanford commented that the 2022 Winters Salmon Festival is scheduled for November 5th.

SOLANO WATER ADVISORY COMMISSION REPORT

Mr. Kyle Ochendusko, Chair of the Solano Water Advisory Commission summarized the “How Solano County is Meeting Water Conservation Goals in the Current Drought” white paper that was included in the Board meeting agenda packet.

WORKFORCE STUDY UPDATE

Supervisor Monica Brown briefed the Board on the status of the Workforce Study. She described the purpose of the study – to identify short and long-term Water Agency staffing needs, and measures to recruit and retain staff – and noted that the study has taken longer to complete than originally envisioned due to the COVID pandemic. Supervisor Brown stated that the committee would be making specific recommendations to the Board at the November 10, 2022, Board meeting.

WATER AGENCY STAFFING-PART-TIME TEMPORARY HELP

General Manager Roland Sanford stated that the State and Federal government have committed significant funding for infrastructure, water management and environmental projects over the next several years – much of it in the form of grants. He noted that existing staff are heavily burdened with other projects and as a result have comparatively little time to devote to grant applications. Mr. Sanford explained that Mr. Rich Marovich, who was a very successful grant writer while working as the Putah Creek Streamkeeper, is interested in returning to the Water Agency to prepare grant applications on a temporary part-time basis. Mr. Sanford recommended the Board authorize staff to hire Mr. Marovich as a retired annuitant – consistent with CalPERS regulations - to prepare grant applications for a variety of projects; creek restoration, “green” infrastructure, biological monitoring, water conservation, invasive species control, and other projects. On a motion by Mayor Young and a second by Mayor Pro-Tem Hernandez the Board unanimously approved - by roll call vote – authorization for the General Manager to hire the former Putah Creek Streamkeeper at a retired annuitant for one year to assist with project development and grant writing.

LEGISLATIVE UPDATES

There was no report from Mr. Bob Reeb of Reeb Government Relations, the Water Agency’s legislative advocate, and no updates from the Legislative Committee.

WATER POLICY UPDATES

There were no updates from staff on current or emerging Delta issues. Similarly, there were no updates from the Water Policy Committee.

Supervisor Mashburn reported that the Delta Counties Coalition will be making a trip to Washington D.C. to discuss the Delta Conveyance Project.

Supervisor Mashburn noted that he will be taking over the Chair for the Delta Protection Commission as Supervisor Nottoli will be retiring after 20 plus years at the post.

Ms. Elizabeth Patterson briefed the Board on two presentations that were recently heard by the North Bay Watershed Association Board of Directors; one by Ms. Jessica Davenport, regarding the Bel Marin Keys Wetland Restoration Project; and the second presentation, from staff of the Novato Sanitary District, which included an overview of the District and BMK V Wetland Restoration Project which included setback levees.

CLOSED SESSION

Closed Session pursuant to Gov. Code § 54957
Public Employee Appointment

Title: General Manager

The Board moved into Closed Session at 7:41 p.m. and returned to Open Session at 8:00 p.m. Chair Spering announced that no reportable actions were taken in Closed Session.

TIME AND PLACE OF NEXT MEETING

Thursday, November 10, 2022, at 6:30 p.m. at the SCWA offices.

ADJOURNMENT

The meeting of the Solano County Water Agency Board of Directors was adjourned at 8:01 p.m.

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

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: November 10, 2022

SUBJECT: Expenditures Approval

RECOMMENDATIONS:

Approve expenditures from the Water Agency checking accounts for October 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 October 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 November 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 Oct 1, 2022 to Oct 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
10/22/22		1020SC	CAL.NET INC. (WAS WINTERS BROADBAND)		
10/4/22	38203	2020SC 1020SC	Invoice: 202209 BELIA MARTINEZ	800.00	800.00
10/4/22	38204	2020SC 1020SC	Invoice: WC 07/01/22-09/30/22 ACWA JOINT POWERS INSURANCE AUTHORIT	5,360.86	5,360.86
10/4/22	38205	2020SC 1020SC	Invoice: 4031302 AMERICAN TOWER CORPORATION	741.56	741.56
10/4/22	38206	2020SC 2020SC 1020SC	Invoice: EXP REIM AUG 2022 Invoice: EXP REIM SEP 2022 JEFF BARICH	25.00 25.00	50.00
10/4/22	38206V	2020SC 2020SC 1020SC	Invoice: EXP REIM AUG 2022 Invoice: EXP REIM SEP 2022 JEFF BARICH	50.00	25.00 25.00
10/4/22	38207	2020SC 1020SC	Invoice: 0000001472346 DEPT OF FORESTRY & FIRE PROTECTION	226.94	226.94
10/4/22	38208	2020SC 1020SC	Invoice: 800050692345 EAN SERVICES, LLC	1,072.19	1,072.19
10/4/22	38209	2020SC 1020SC	Invoice: EXP REIM AUG 2022 FREEDOM EVANS	831.25	831.25
10/4/22	38210	2020SC 1020SC	Invoice: EXP REIM SEPT 2022 JOSHUA FASOLO	91.25	91.25
10/4/22	38211	2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 9-631-93878 Invoice: 7-857-22898 Invoice: 7-864-52049 Invoice: 7-892-16516 FEDEX EXPRESS	6.84 135.59 109.23 118.76	370.42
10/4/22	38212	2020SC 2020SC 1020SC	Invoice: EXP REIM AUG 2022 Invoice: COVID AUG 2022 MARCIE FEHRENKAMP	599.00 51.37	650.37
10/4/22	38213	2020SC 2020SC 1020SC	Invoice: EXP REIM JULY-2 2022 Invoice: EXP REIM AUG 2022 CLAYTON HEITMAN	430.08 184.72	614.80
10/4/22	38214	2020SC 1020SC	Invoice: DAVID CROMPTON DAVID CROMPTON	100.00	100.00
10/4/22	38215	2020SC 1020SC	Invoice: SANDRA LOERA SANDRA LOERA	100.00	100.00
10/4/22	38216	2020SC	Invoice: LAURO MORA	100.00	

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		1020SC	III LAURO MORA III		100.00
10/4/22	38217	2020SC	Invoice: DUANE NAGATA	100.00	
		1020SC	DUANE NAGATA		100.00
10/4/22	38218	2020SC	Invoice: SON NGUYEN	100.00	
		1020SC	SON NGUYEN		100.00
10/4/22	38219	2020SC	Invoice: LAURA SOLOMON	100.00	
		1020SC	LAURA SOLOMON		100.00
10/4/22	38220	2020SC	Invoice: ER7769332010	990.95	
		1020SC	HOLT OF CALIFORNIA		990.95
10/4/22	38221	2020SC	Invoice: JULY 2022 COVID	75.00	
		1020SC	LEE, CHRISTOPHER R.		75.00
10/4/22	38221V	2020SC	Invoice: JULY 2022 COVID		75.00
		1020SC	LEE, CHRISTOPHER R.	75.00	
10/4/22	38222	2020SC	Invoice: 212227	4,919.69	
		1020SC	MARTIN'S METAL FABRICATION &		4,919.69
10/4/22	38223	2020SC	Invoice: 343364	81.09	
		2020SC	Invoice: 343372	23.94	
		2020SC	Invoice: 162043	498.79	
		2020SC	Invoice: 343448	36.44	
		2020SC	Invoice: 343437	10.25	
		2020SC	Invoice: 343494	30.79	
		2020SC	Invoice: 343505	57.99	
		2020SC	Invoice: 162160	19.86	
		2020SC	Invoice: 343546	79.34	
		2020SC	Invoice: 343573	395.59	
		2020SC	Invoice: 162258	74.78	
		2020SC	Invoice: 343592	102.92	
		2020SC	Invoice: 343955	5.31	
		2020SC	Invoice: 163185	122.60	
		2020SC	Invoice: 344128	28.94	
		2020SC	Invoice: 163425	33.79	
		2020SC	Invoice: 344115	28.95	
		2020SC	Invoice: 344176	38.59	
		2020SC	Invoice: 163639	135.13	
		2020SC	Invoice: 344281	52.49	
		2020SC	Invoice: 344310	56.79	
		2020SC	Invoice: 344396	12.16	
		2020SC	Invoice: 344393	128.57	
		2020SC	Invoice: 163951	168.87	
		2020SC	Invoice: 344434	28.51	
		2020SC	Invoice: 344394	113.52	
		2020SC	Invoice: 344499	38.60	
		2020SC	Invoice: 344478	0.27	
		2020SC	Invoice: 163999	109.12	
		2020SC	Invoice: 344524	25.73	
		2020SC	Invoice: 344580	28.95	
		2020SC	Invoice: 164061	48.61	
		1020SC	PACIFIC ACE HARDWARE		2,617.28
10/4/22	38223a	1020SC	VOID		
10/4/22	38223b	1020SC	VOID		
10/4/22	38224	2020SC	Invoice: 8/22/22-9/20/22	45.15	
		1020SC	PACIFIC GAS & ELECTRIC CO,		45.15

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10/4/22	38224V	2020SC 1020SC	Invoice: 8/22/22-9/20/22 PACIFIC GAS & ELECTRIC CO,	45.15	45.15
10/4/22	38225	2020SC 1020SC	Invoice: WCP-257 RICHARD HEATH & ASSOCIATES, INC.	957.87	957.87
10/4/22	38226	2020SC 1020SC	Invoice: 1636 RW EQUIPMENT REPAIR	1,192.62	1,192.62
10/4/22	38227	2020SC 1020SC	Invoice: ROR23-12 SANTA ANA WATERSHED PROJECT AUTHORITY	1,500.00	1,500.00
10/4/22	38228	2020SC 1020SC	Invoice: FINE 2022 SECRETARY OF STATE	350.00	350.00
10/4/22	38228V	2020SC 1020SC	Invoice: FINE 2022 SECRETARY OF STATE	350.00	350.00
10/4/22	38229	2020SC 1020SC	Invoice: 1855 SOLANO RESOURCE CONSERVATION DISTRICT	8,332.74	8,332.74
10/4/22	38230	2020SC 1020SC	Invoice: 006492990046 OCT2022 STANDARD INSURANCE COMPANY	2,170.65	2,170.65
10/4/22	38231	2020SC 2020SC 1020SC	Invoice: 3129262331 Invoice: 3138771681 STAPLES	263.94 217.70	481.64
10/4/22	38232	2020SC 1020SC	Invoice: BEVERLY BRUNKA BEVERLY BRUNKA	1,500.00	1,500.00
10/4/22	38233	2020SC 1020SC	Invoice: TRUNG CAO TRUNG CAO	960.00	960.00
10/4/22	38234	2020SC 1020SC	Invoice: LINDA CHANDLER LINDA CHANDLER	755.00	755.00
10/4/22	38235	2020SC 1020SC	Invoice: TED CROW TED CROW	478.50	478.50
10/4/22	38236	2020SC 1020SC	Invoice: VICKI CULLEN VICKI CULLEN	552.00	552.00
10/4/22	38237	2020SC 1020SC	Invoice: GARY DECOLA GARY DECOLA	50.00	50.00
10/4/22	38238	2020SC 1020SC	Invoice: LINDA DE LA YSLA LINDA DE LA YSLA	440.00	440.00
10/4/22	38239	2020SC 1020SC	Invoice: DENNIS MARTIN DENNIS MARTIN	1,500.00	1,500.00
10/4/22	38240	2020SC 1020SC	Invoice: JULIE GOMES JULIE GOMES	1,187.00	1,187.00
10/4/22	38241	2020SC 1020SC	Invoice: JOHN LAMBINICIO JOHN LAMBINICIO	1,500.00	1,500.00

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10/4/22	38242	2020SC 1020SC	Invoice: LAURA HALL LAURA HALL	1,500.00	1,500.00
10/4/22	38243	2020SC 1020SC	Invoice: MYSON MAYFIELD MYSON MAYFIELD	450.00	450.00
10/4/22	38244	2020SC 1020SC	Invoice: DANIEL THOMPSON DANIEL THOMPSON	1,500.00	1,500.00
10/4/22	38245	2020SC 1020SC	Invoice: CYNTHIA TREVISAN CYNTHIA TREVISAN	50.00	50.00
10/4/22	38246	2020SC 1020SC	Invoice: 9916802155 VERIZON WIRELESS	1,386.26	1,386.26
10/4/22	38247	2020SC 1020SC	Invoice: ELIZABETH COLBY ELIZABETH COLBY	69.74	69.74
10/4/22	38248	2020SC 1020SC	Invoice: JEREMY GRUNIG JEREMY GRUNIG	84.50	84.50
10/4/22	38249	2020SC 1020SC	Invoice: LAURIE MARSHALL LAURIE MARSHALL	59.00	59.00
10/4/22	38250	2020SC 1020SC	Invoice: MARISA SWAIN MARISA SWAIN	84.50	84.50
10/4/22	38251	2020SC 1020SC	Invoice: KRISTIN WARNER KRISTIN WARNER	69.00	69.00
10/11/22	38252	2020SC 2020SC 1020SC	Invoice: 1161 Invoice: 1113 ZACHARIAH WILKERSON	11,656.59 12,221.09	23,877.68
10/11/22	38253	2020SC 1020SC	Invoice: 0693925 ACWA JOINT POWERS INSURANCE AUTHORITY	1,879.02	1,879.02
10/11/22	38254	2020SC 2020SC 2020SC 1020SC	Invoice: 638806-3 Invoice: 638845-3 Invoice: 638977-3 ALPHA MEDIA LLC	3,000.00 3,500.00 8,700.00	15,200.00
10/11/22	38255	2020SC 1020SC	Invoice: 1275 BADAWI & ASSOCIATES	10,719.00	10,719.00
10/11/22	38256	2020SC 2020SC 2020SC 1020SC	Invoice: EXP REIM AUG 2022 Invoice: EXP REIM SEP 2022 Invoice: EXP REIM SEPT '22 JEFF BARICH	25.00 25.00 200.00	250.00
10/11/22	38257	2020SC 2020SC 1020SC	Invoice: MUSSEL INCENT Invoice: MUS INSP MAY-OCT 21 BETTY BRITTAIN	12.00 4.00	16.00

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10/11/22	38258	2020SC	Invoice: 14615860	738.60	
		1020SC	WILLINGMYRE CALPERS LONG-TERM CARE PROGRAM		738.60
10/11/22	38259	2020SC	Invoice: SEP 2022	7,092.48	
		1020SC	JAMES B. DEROSE		7,092.48
10/11/22	38260	2020SC	Invoice: 5408	37,855.30	
		1020SC	EYASCO, INC.		37,855.30
10/11/22	38261	2020SC	Invoice: EXP REIM SEPT '22	127.50	
		1020SC	JOSHUA FASOLO		127.50
10/11/22	38262	2020SC	Invoice: 00002509	3,538.50	
		1020SC	GRASSETTI ENVIRONMENTAL CONSULTING		3,538.50
10/11/22	38263	2020SC	Invoice: ExXP REIM AUG-SEPT 2	502.50	
		2020SC	Invoice: EXP REIMB SEPT 2022	525.00	
		1020SC	CLAYTON HEITMAN		1,027.50
10/11/22	38264	2020SC	Invoice: 5020524	29.16	
		2020SC	Invoice: 5021459	40.58	
		2020SC	Invoice: 2011381	45.22	
		2020SC	Invoice: 0522635	18.17	
		2020SC	Invoice: 5022465	107.69	
		2020SC	Invoice: 2032356	368.55	
		1020SC	HOME DEPOT CREDIT SERVICE		609.37
10/11/22	38265	2020SC	Invoice: 2022 DUES	1,000.00	
		1020SC	INSTITUTE OF ECOLOGICAL HEALTH		1,000.00
10/11/22	38266	2020SC	Invoice: CL31847	1,416.07	
		1020SC	INTERSTATE OIL COMPANY		1,416.07
10/11/22	38267	2020SC	Invoice: SEP 2022	51.00	
		2020SC	Invoice: 298248	84.00	
		1020SC	MILLENNIUM TERMITE & PEST		135.00
10/11/22	38268	2020SC	Invoice: 8/22/22-9/20/22	45.15	
		1020SC	PACIFIC GAS & ELECTRIC CO,		45.15
10/11/22	38269	2020SC	Invoice: FINE 2022	350.00	
		1020SC	SECRETARY OF STATE		350.00
10/11/22	38270	2020SC	Invoice: 0930222306	15,078.75	
		1020SC	SHANDAM INC.		15,078.75
10/11/22	38271	2020SC	Invoice: SF SEP 21-JUN 22	764.00	
		1020SC	SPANISH FLAT PARTNERS LLC		764.00
10/11/22	38271V	2020SC	Invoice: SF SEP 21-JUN 22		764.00
		1020SC	SPANISH FLAT PARTNERS LLC	764.00	
10/11/22	38272	2020SC	Invoice: 77259	126.32	
		2020SC	Invoice: 77404	185.93	
		2020SC	Invoice: 77402	23.85	
		2020SC	Invoice: 77498	243.93	

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		2020SC	Invoice: 77499	1.84	
		1020SC	SUISUN VALLEY FRUIT GROWERS AS		581.87
10/11/22	38273	2020SC	Invoice: 01-65653057-2	7.50	
		2020SC	Invoice: 01-66552106	8,572.50	
		1020SC	THE REGENTS OF THE UNIVERSITY OF CA		8,580.00
10/11/22	38274	2020SC	Invoice: 300548043	114.84	
		2020SC	Invoice: 300548288	75.06	
		2020SC	Invoice: 200606126	19.32	
		1020SC	TRACTOR SUPPLY CREDIT PLAN		209.22
10/11/22	38275	2020SC	Invoice: 73410130	8,042.16	
		1020SC	VULCAN MATERIALS CO.		8,042.16
10/11/22	38276	2020SC	Invoice: 161900	1,592.50	
		1020SC	WOOD RODGERS, INC.		1,592.50
10/11/22	38277	2020SC	Invoice: 36	17,257.50	
		1020SC	YOLO COUNTY RCD		17,257.50
10/12/22	38278	2020SC	Invoice: SF SEP 21-JUN 22	382.00	
		1020SC	SPANISH FLAT PARTNERS LLC		382.00
10/25/22	38279	2020SC	Invoice: 15045	105.00	
		2020SC	Invoice: 15044	105.00	
		1020SC	ZACHARIAH WILKERSON		210.00
10/25/22	38280	2020SC	Invoice: POLICY YR 2022/2023	80,622.30	
		1020SC	ACWA JOINT POWERS INSURANCE AUTHORIT		80,622.30
10/25/22	38281	2020SC	Invoice: 2023 AGENCY DUES	25,720.00	
		1020SC	ACWA		25,720.00
10/25/22	38282	2020SC	Invoice: 10976	322.75	
		2020SC	Invoice: 10977	194.30	
		1020SC	LAURA BERGGREN		517.05
10/25/22	38283	2020SC	Invoice: SF03808	504.00	
		1020SC	BSK ASSOCIATES		504.00
10/25/22	38284	2020SC	Invoice: 000018924564	302.75	
		2020SC	Invoice: 000018924609	167.08	
		2020SC	Invoice: 000018926056	838.74	
		1020SC	CALNET3		1,308.57
10/25/22	38285	2020SC	Invoice: 14615138 LEE	1,655.00	
		1020SC	CALPERS LONG-TERM CARE PROGRAM		1,655.00
10/25/22	38286	2020SC	Invoice: 29364586	908.04	
		1020SC	CANON FINANCIAL SERVICES, INC.		908.04
10/25/22	38287	2020N	Invoice: 22-1007-6	5,633.75	
		2020N	Invoice: 22-1008-6	279.00	
		1020SC	CBEC, INC.		5,912.75
10/25/22	38288	2020SC	Invoice: 16410	3,300.00	
		1020SC	CHAVEZ TRANSPORT, 15 INC.		3,300.00

SOLANO COUNTY WATER AGENCY
Cash Disbursements Journal
For the Period From Oct 1, 2022 to Oct 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
10/25/22	38289	2020SC	Invoice: 2023 CSDA	8,810.00	
		1020SC	MEMBERSHIP CSDA MEMBER SERVICES		8,810.00
10/25/22	38290	2020SC	Invoice: 22-026-T OCT	512,917.00	
		2020N	2022 Invoice: 23-076-V SEP	23,168.00	
		2020SC	2022 Invoice: 22-024-O OCT	439.00	
		1020SC	2022 DEPARTMENT OF WATER RESOURCES		536,524.00
10/25/22	38291	2020SC	Invoice: 13435	1,330.00	
		1020SC	DIXON/SOLANO RCD WATER QUALITY COALITIO		1,330.00
10/25/22	38292	2020N	Invoice:	3,251.00	
		1020SC	US01U001061372 ERNST & YOUNG U.S. LLP		3,251.00
10/25/22	38293	2020SC	Invoice: 1X271557	266.53	
		1020SC	HORIZON DISTRIBUTORS, INC.		266.53
10/25/22	38294	2020SC	Invoice: EXP REIM SEPT	858.75	
		1020SC	2022 STEPHEN KARR		858.75
10/25/22	38295	2020SC	Invoice: JULY 2022	75.00	
		1020SC	COVID LEE, CHRISTOPHER R.		75.00
10/25/22	38296	2020SC	Invoice: 63100775409	1,041.70	
		1020SC	LES SCHWAB GROUP HOLDINGS, LLC		1,041.70
10/25/22	38297	2020SC	Invoice: 184950	34,521.31	
		1020SC	LSA ASSOCIATES, INC.		34,521.31
10/25/22	38298	2020SC	Invoice: 38935	6,708.25	
		1020SC	LUHDORFF & SCALMANINI		6,708.25
10/25/22	38299	2020SC	Invoice: 3362	210.00	
		2020SC	Invoice: 3364/3365	570.44	
		2020SC	Invoice: 3366/3367	570.44	
		2020SC	Invoice: 3438/3439	306.10	
		2020SC	Invoice: 3440	560.00	
		2020SC	Invoice: 3476	560.00	
		1020SC	MORTONS URBAN PEST MANAGMENT		2,776.98
10/25/22	38300	2020SC	Invoice: 002126761	1,908.64	
		1020SC	MT. DIABLO RESOURCE RECOVERY		1,908.64
10/25/22	38301	2020SC	Invoice: 6406372	546.69	
		1020SC	NELSON FAMILY OF COMPANIES		546.69
10/25/22	38302	2020SC	Invoice: 006	656.06	
		1020SC	ELIZABETH PATTERSON		656.06
10/25/22	38303	2020SC	Invoice: JUL-SEP 2022	79,858.50	
		1020SC	PUTAH CREEK		79,858.50

SOLANO COUNTY WATER AGENCY
Cash Disbursements Journal
For the Period From Oct 1, 2022 to Oct 31, 2022

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
			COUNCIL		
10/25/22	38304	2020SC 1020SC	Invoice: 034-NOV-2022 REEB GOVERNMENT RELATIONS, LLC	9,500.00	9,500.00
10/25/22	38305	2020SC 1020SC	Invoice: 14111 REGIONAL GOVERNMENT SERVICES AUTHORITY	298.42	298.42
10/25/22	38306	2020SC 1020SC	Invoice: WCP-259 RICHARD HEATH & ASSOCIATES, INC.	1,969.36	1,969.36
10/25/22	38307	2020SC 1020SC	Invoice: 1562 DOUG NOLAN	2,250.00	2,250.00
10/25/22	38308	2020SC 1020SC	Invoice: 9168958 SHELDON	17.18	17.18
10/25/22	38309	2020SC 1020SC	Invoice: EXP REIM SEPT 2022 HAROLD SNYDER III	1,011.49	1,011.49
10/25/22	38310	2020U 1020SC	Invoice: SEP 2022 SOLANO COUNTY FLEET MANAGEMENT	3,506.80	3,506.80
10/25/22	38311	2020SC 2020SC 1020SC	Invoice: 0033251 Invoice: 0033250 SOLANO IRRIGATION DISTRICT	263.07 11,152.02	11,415.09
10/25/22	38312	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: TAX 200-01 FY22/23 Invoice: TAX 190-01 FY22/23 Invoice: TAX 110-01 FY22/23 Invoice: TAX 210-01 FY22/23 Invoice: TAX 230-01 FY22/23 Invoice: TAX 220-01 FY22/23 CHARLES LOMELI, TAX COLLECTOR	1,745.92 3,292.30 683.34 2,344.14 1,751.72 4,420.26	14,237.68
10/25/22	38313	2020N 1020SC	Invoice: 3015291 SOMACH, SIMMONS & DUNN	402.90	402.90
10/25/22	38314	2020SC 1020SC	Invoice: 224344 STERLING MAY EQUIPMENT CO.	75.58	75.58
10/25/22	38315	2020SC 1020SC	Invoice: 2022-10-SCWA SUSTAINABLE SOLANO	12,539.86	12,539.86
10/25/22	38316	2020SC 1020SC	Invoice: 17085 TERRAPHASE ENGINEERING	4,838.80	4,838.80
10/25/22	38317	2020SC 2020SC 2020SC 1020SC	Invoice: 313 Invoice: 314 Invoice: 315 KATHLEEN A SALMUNOVICH	125.00 200.00 125.00	450.00

SOLANO COUNTY WATER AGENCY
Cash Disbursements Journal
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10/25/22	38318	2020SC 1020SC	Invoice: AMY TRAN AMY TRAN	1,500.00	1,500.00
10/25/22	38319	2020SC 1020SC	Invoice: MARINELLE CARINO MARINELLE CARINO	1,500.00	1,500.00
10/25/22	38320	2020SC 1020SC	Invoice: MARGUERITE DE JESSU MARGUERITE DE JESSU	1,500.00	1,500.00
10/25/22	38321	2020N 1020SC	Invoice: JOHN DOUGLAS 1 JOHN DOUGLAS	300.00	300.00
10/25/22	38322	2020SC 1020SC	Invoice: JANET ERSKINE JANET ERSKINE	1,281.00	1,281.00
10/25/22	38323	2020SC 1020SC	Invoice: ROBIN FAGO ROBIN FAGO	999.00	999.00
10/25/22	38324	2020SC 1020SC	Invoice: MARIA GARZA MARIA GARZA	781.00	781.00
10/25/22	38325	2020SC 1020SC	Invoice: LAURA GAUGHAN LAURA GAUGHAN	1,094.85	1,094.85
10/25/22	38326	2020SC 1020SC	Invoice: LENEIA HARDY 1 LANEIA HARDY	478.50	478.50
10/25/22	38327	2020SC 1020SC	Invoice: JOHN HENNIGAN JOHN HENNIGAN	1,225.50	1,225.50
10/25/22	38328	2020SC 1020SC	Invoice: NARCISO HERNANDEZ NARCISO HERNANDEZ	1,054.50	1,054.50
10/25/22	38329	2020SC 1020SC	Invoice: MELISSA JOHNSON MELISSA JOHNSON	980.00	980.00
10/25/22	38330	2020SC 1020SC	Invoice: JEROME WILLIAMS JEROME WILLIAMS	1,500.00	1,500.00
10/25/22	38331	2020SC 1020SC	Invoice: SHANDRIKA POWELL 1 SHANDRIKA POWELL	500.00	500.00
10/25/22	38332	2020SC 1020SC	Invoice: ELSA PUSCHENDORS ELSA PUSCHENDORS	1,000.00	1,000.00
10/25/22	38333	2020SC 1020SC	Invoice: JOHN SCOTT JOHN SCOTT	877.50	877.50
10/25/22	38334	2020SC 1020SC	Invoice: GURDEV SING-NAHAL GURDEV SING-NAHAL	1,335.00	1,335.00
10/25/22	38335	2020SC 1020SC	Invoice: SHELLY NELSON SHELLY NELSON	1,500.00	1,500.00
10/25/22	38336	2020SC 1020SC	Invoice: LINDA YOUNG PAGE LINDA YOUNG PAGE	984.00	984.00

SOLANO COUNTY WATER AGENCY
Cash Disbursements Journal
For the Period From Oct 1, 2022 to Oct 31, 2022

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
10/25/22	38337	2020SC	Invoice: CHARLES ZOERNER	1,327.00	
		1020SC	CHARLES ZOERNER		1,327.00
10/25/22	38338	2020SC	Invoice: 73418591	1,072.29	
		1020SC	VULCAN MATERIALS CO.		1,072.29
10/25/22	38339	2020SC	Invoice: LAURIE MARSHALL 1	972.00	
		1020SC	LAURIE MARSHALL		972.00
10/25/22	38340	2020SC	Invoice: DAVIS_FY2022-23-1	11,687.00	
		1020SC	KEN W. DAVIS		11,687.00
10/25/22	38341	2020SC	Invoice: SC220801	303.87	
		1020SC	WINTERS AGGREGATE, LLC		303.87
10/25/22	38342	2020SC	Invoice: 2878768	595.00	
		1020SC	CAL.NET INC. (WAS WINTERS BROADBAND)		595.00
10/25/22	38343	2020SC	Invoice: 120410	34.28	
		1020SC	CENTRAL AUTO PARTS		34.28
10/25/22	38344	2020SC	Invoice: 5128634831	468.92	
		1020SC	CINTAS CORPORATION		468.92
10/25/22	38345	2020SC	Invoice: 22-4	1,247.27	
		1020SC	PUTAH CREEK COUNCIL		1,247.27
10/25/22	38346	2020SC	Invoice: 50178334	277.28	
		2020SC	Invoice: 50179480	211.72	
		1020SC	RECOLOGY VACAVILLE SOLANO		489.00
10/25/22	38347	2020SC	Invoice: 1651	556.00	
		1020SC	RW EQUIPMENT REPAIR		556.00
10/25/22	38348	2020SC	Invoice: OSV000002885993	285.00	
		1020SC	VERIZON CONNECT		285.00
10/25/22	38349	2020SC	Invoice: 957534	156.57	
		2020SC	Invoice: 957602	107.60	
		2020SC	Invoice: 957765	51.44	
		2020SC	Invoice: 957919	46.11	
		2020SC	Invoice: 958889	90.07	
		2020SC	Invoice: 959013	19.27	
		2020SC	Invoice: 959076	205.78	
		2020SC	Invoice: 959520	53.02	
		1020SC	BOB PISANI & SON		729.86
10/25/22	38350	2020SC	Invoice: 2022-SF	3,500.00	
		1020SC	SOLANO RESOURCE CONSERVATION DISTRICT		3,500.00
10/3/22	EFT	2020SC	Invoice: OCT 2022	24,207.92	
		1020SC	HEALTH CALPERS		24,207.92
10/7/22	EFT	2020SC	Invoice: 69556	507.10	
		1020SC	ONEPOINT HUMAN		507.10

SOLANO COUNTY WATER AGENCY

Cash Disbursements Journal

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

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
			CAPITAL MANAGEMENT LLC		
10/6/22	EFT	2020SC	Invoice: SIP PPE 10.01.2022	7,731.19	
		2020SC	Invoice: PPE 10.01.2022	10,116.16	
		2020SC	Invoice: PEPRA PPE 10.01.2022	5,257.38	
		1020SC	CALPERS		23,104.73
10/21/22	EFT	2020SC	Invoice: 69941	107.10	
		1020SC	ONEPOINT HUMAN CAPITAL MANAGEMENT LLC		107.10
10/19/22	EFT	2020SC	Invoice: SIP PPE 10.15.2022	8,253.84	
		2020SC	Invoice: PPE 10.15.2022	10,116.16	
		2020SC	Invoice: PEPRA PPE 10.15.2022	5,257.38	
		1020SC	CALPERS		23,627.38
10/24/22	EFT	2020SC	Invoice: 84317941	3,473.93	
		1020SC	WEX BANK		3,473.93
10/1/22	EFT 10.01.2022	6012AC	EMPLOYER LIABILITIES PPE 10.01.2022	2,756.43	
		2024AC	EMPLOYEE LIABILITIES PPE 10.01.2022	22,502.27	
		1020SC	PAYROLL TAXES		25,258.70
10/15/22	EFT 10.15.2022	6012AC	EMPLOYER LIABILITIES PPE 10.15.2022	2,327.15	
		2024AC	EMPLOYEE LIABILITIES PPE 10.15.2022	21,055.66	
		1020SC	PAYROLL TAXES		23,382.81
10/29/22	EFT 10.29.2022	6012AC	EMPLOYER LIABILITIES PPE 10.29.2022	2,162.78	
		2024AC	EMPLOYER LIABILITIES PPE 10.29.2022	20,634.21	
		1020SC	PAYROLL TAXES		22,796.99
	Total			1,261,297.33	1,261,297.33

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: November 10, 2022
SUBJECT: Appropriations Limit for Fiscal Year 2022-2023

RECOMMENDATIONS:

Approve Resolution Number 2022-06 of the Solano County Water Agency establishing the fiscal year 2022-2023 state appropriations limit of \$18,897,818.

FINANCIAL IMPACT:

None.

BACKGROUND:

California’s state appropriation limit, established by Proposition 4 in 1979, places an “upper bound” each year on the amount of monies that can be spent from state tax proceeds. Proposition 4 is intended to limit the growth of government spending and applies to all local governments including special districts. The state appropriation limit is based on actual appropriations during the base year (1986-87) and increases each year using specified growth factors and calculations provided annually by the California Department of Finance (DOF). Certain revenues and expenses – such as water purchases and sales - are exempt and outside of the annual Appropriations Limit. Accordingly, only a portion of the Water Agency’s budget is subject to the annual Appropriations Limit.

The Water Agency’s adopted FY 2022-2023 budget is in compliance with the FY 2022-2023 appropriation limit.

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 November 10, 2022, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

RESOLUTION NUMBER 2022-06

A RESOLUTION OF THE SOLANO COUNTY WATER AGENCY ADOPTING THE FISCAL YEAR
2022-23 APPROPRIATIONS LIMIT

WHEREAS, on November 6, 1979 the people of California added Article XIII-B to the State Constitution, placing various limitations on State and local government appropriations, i.e. an Appropriations Limit; and

WHEREAS, on June 5, 1990 the people of California amended Article XIII-B of the State Constitution and California Government Code sections 7900 *et seq.* to include additional guidance regarding the calculation of Appropriations Limits, and to require local governments to adopt a resolution setting their respective annual Appropriations Limit; and

WHEREAS, the Appropriations Limit is required to be established each fiscal year and may be amended in subsequent years to make corrections; and

WHEREAS, the Agency has complied with the provisions of Article XIII-B of the State Constitution and California Government Code sections 7900 *et seq.* in determining the Appropriations Limit for Fiscal Year 2022-23.

NOW, THEREFORE, the Board of the Solano County Water Agency does hereby resolve as follows:

In accordance with Article XIII-B of the California Constitution and Government Code sections 7900 *et seq.*, the annual adjustment growth factors to calculate the Fiscal Year 2022-23 Appropriations Limit of \$18,879,818 shall be the change in the statewide per capita personal income percentage and State Department of Finance estimated change in County population as shown in Exhibit A and attached hereto.

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 the 10th day of November 2022, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

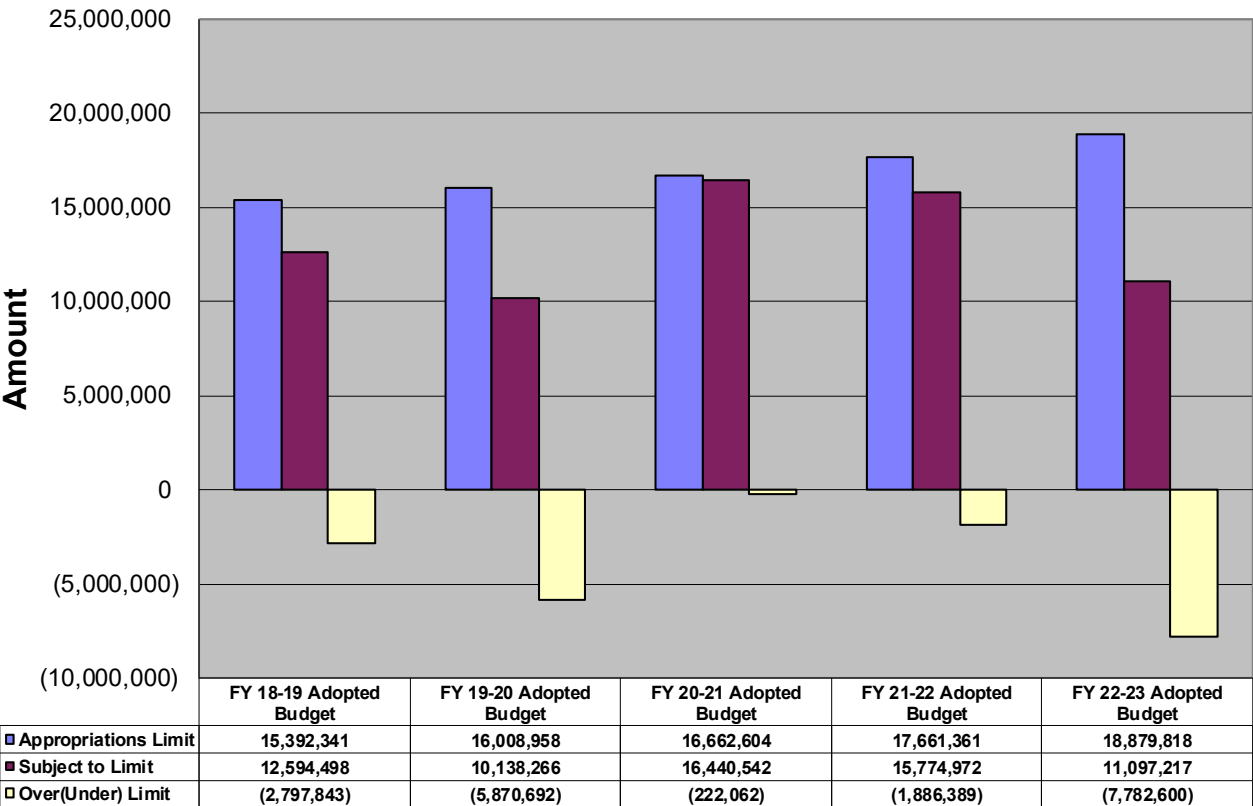
Roland Sanford
General Manager & Secretary to the Solano County
Water Agency

Attachment: **Exhibit A** – Appropriations Limit Calculation Summary for FY 2022-2023

Solano County Water Agency
Appropriations Limit Calculation Summary
Fiscal Year 2022-23 Adopted Budget

Prior Year Appropriations Limit	\$ 17,661,361
Allowed Compounded Percentage Increase from Prior Year ^[1]	
Statewide Per Capita Personal Income	7.550%
County Population Growth From State Dept of Finance	-0.605%
Compounded Percentage as an Adjustment Factor	6.899%
Growth Factor Adjustment Amount to Appropriations Limit	\$ 1,218,457
Current Year Appropriations Limit From Growth Factors	\$ 18,879,818
Annual Other Adjustments to Limit ^[1]	-
Current Year Appropriations Limit	\$ 18,879,818
Current Year Adopted Budget Appropriations From Proceeds of Taxes ^[2]	
Proceeds of Taxes From Adopted Budget ^[3]	29,936,515
Less Allowable Exclusion of Certain Appropriations ^[3]	(18,839,298)
Current Year Appropriations Subject to the Appropriations Limit	\$ 11,097,217
Current Year Appropriations Over or (Under) the Appropriations Limit	\$ (7,782,600)
Percentage Over or (Under) the Limit	-41%

Solano County Water Agency
Appropriations Limit Summary



(1) Article XIII B allows annual adjustments to the Appropriations Limit after calculation of annual growth factors.				
(2) Proceeds of Taxes are certain revenues as defined by State Law and by the League of California Cities Article XIII B Appropriations Limit Uniform Guidelines.				
(3) Summary of worksheets for above calculations of Appropriations Limit and Appropriations Subject to Limit.				
Summary of Appropriations From Proceeds of Taxes		From Non Proceeds of Taxes	From Proceeds of Taxes	Total Appropriations
Total Proceeds and Non Proceeds of Taxes		10,628,121	29,936,515	40,564,636
Summary of Exclusions		From Proceeds of Taxes		
Court Order Costs		249,856	Putah Creek and Lake Berryessa	
Federal Mandates		226,589	FICA/Medicare/Unemployment	
Qualified Capital Outlay Over \$100,000 and 10+ year life		4,633,838	Capital Improvements	
Qualified Debt Service for Capital Improvements		13,729,015	State Water Project	
Total Exclusions to Appropriations Subject to Limit		18,839,298		

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: November 10, 2022

SUBJECT: Contract Amendment with Laugenour & Meikle Civil Engineers for Land Surveying & Engineering Consultation

RECOMMENDATIONS:

Authorize General Manager to execute \$40,000 contract amendment with Laugenour & Meikle land surveying and engineering consultation.

FINANCIAL IMPACT:

Increase contract amount by \$40,000; from \$40,000 to \$80,000. Sufficient funding is included in the Water Agency’s FY 2022-2023 Administrative, Solano Project, Ulatis Project, and Green Valley Project budgets for these consulting services.

BACKGROUND:

Laugenour & Miekle (L&M) is currently working on several surveying projects for the Agency ranging from the Solano Project to the Ulatis Flood Control Project. The Water Agency anticipates that additional surveying work will be needed to support the Ulatis Flood Control Project, including work along Gibson Canyon Creek at the PG&E Substation, Lower Ulatis Creek (extensive Culvert Replacement), as well as within the City of Vacaville (easement boundaries). Additional work may also be needed along Putah Creek to support current and future grant projects as well as on the Solano Project to protect existing right of way and boundaries. L&M is also a local and highly reputable consultant in the surveying community.

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:

This item is consistent with Goal # 2 (Water Management Infrastructure), Goal #3 (Flood Management), and Goal #7 (Natural Resources Stewardship) of the 2016-2025 SCWA Strategic Plan.

Recommended: _____
Roland Sanford, General Manager

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

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on November 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
AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NUMBER: 5

CONTRACTOR: Laugenour & Meikle Civil Engineers

EFFECTIVE DATE: November 10, 2022

PROJECT: Land Surveying & Engineering Consultation

DESCRIPTION OF AMENDMENT:
Increase contract amount by \$40,000, from \$40,000 to \$80,000.

SIGNATURES:

Solano County Water Agency,
A Public Agency

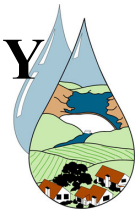
By: _____
Roland Sanford, General Manager
Solano County Water Agency

By: _____
Christopher W. Lerch, Principal
Laugenour & Meikle

FOR SCWA USE ONLY

Contract Period: June 1, 2022 to June 30, 2023
File Number: AG-L-1
Account Manager: Jeff Barich
G/L Account #: VARIES
Job Cost #: VARIES
Contract Type: Agt. 2

SOLANO COUNTY WATER AGENCY



MEMORANDUM

TO: Board of Directors

FROM: Roland Sanford, General Manager

DATE: November 3, 2022

SUBJECT: November General Manager's Report

Water Supply Outlook

Essentially no change from the prior month. In early December the California Department of Water Resources will announce the preliminary State Water Project allocations – which are likely to be on the order of 5 percent of the full contractual delivery. As of this writing Lake Berryessa storage is slightly below 800,000 acre-feet. In the event that lake storage remains below 800,000 acre-feet on April 1, 2023; pursuant to the Drought Measures Agreement water delivery cutbacks on the order of 5 percent will be imposed.

Return of the Salmon

Pursuant to the Putah Creek Accord, late last month the annual salmon attraction pulse flow was released and remarkably, within 24 hours adult salmon began appearing in the vicinity of the Putah Diversion Dam – some 23 miles upstream of the confluence of Putah Creek and the Toe Drain that in turn empties into Cache Slough. While it remains early, staff are cautiously optimistic that the number of adult salmon entering and successfully spawning in Lower Putah Creek will be much improved over the handful of adult salmon that managed to reach Lower Putah Creek in 2021. In advance of the salmon attraction pulse flow staff monitored and when appropriate removed debris barriers to facilitate fish passage and completed additional gravel scarification projects (gravel loosening) to enhance spawning habitats.



**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) – None

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.

NEWS ARTICLES

Resident's effort to clean up creek hits logjam

SANTA ROSA » Debris removal requires several permits from natural resource agencies

By

MARTIN ESPINOZA

THE PRESS DEMOCRAT

Wearing rubber wading boots and holding a sturdy walking stick, Jacob Boudewijn, 74, carefully makes his way down the bank of the Santa Rosa Creek behind his home on Fair Oaks Avenue.

He heads toward a dam of debris trapped behind several large trees that toppled across the creek during last October's atmospheric river. It's not his mess, but in recent days, Boudewijn has been dragging his red kayak down to the creek, over ivy-covered rocks and branches, trying to clear the buildup of trash, which includes everything from brush to soccer balls to wine, liquor and water bottles, both plastic and glass.

Boudewijn, like many people who live along some portion of Santa Rosa's 100 miles of creeks, knows it's his responsibility to remove anything that's impeding the flow of water — from his



Jacob Boudewijn picks up trash Thursday from his kayak while paddling along Santa Rosa Creek behind his home in Santa Rosa. CHRISTOPHER CHUNG THE PRESS DEMOCRAT

CREEK

CONTINUED FROM A3

property line to the midstream. Though still active and strong, the retired contractor and carpenter said he could use a little help.

He said he's spent weeks trying to enlist neighbors, Santa Rosa city and Sonoma County officials, as well as state and local wildlife conservation groups. The experience he describes is a lesson in the bureaucracy that governs the city's natural waterways.

“I just think that we need to get a handle on this. This is more than we can handle,” said Boudewijn, standing on the north bank side of the creek. “I really believe this is our watershed, and it's a wildlife corridor. I mean, this is a beautiful creek when it's not like this.”

The debris is along the property line of one or two other homeowners on the north side of the creek. Providence Santa Rosa Memorial Hospital owns the property along the south side of the creek, where you can hear the steady hum of equipment and the frequent landings of emergency helicopters.

Further downstream, away from the garbage that's collected behind Boudewijn's home, minnows can be seen in shallow pools. Water striders skitter about as slightly larger fish swim beneath them in deeper pools.

“You got a red-tailed hawk that lives in this eucalyptus, great blue herons, black-crested night herons, snowy egret, white egret,” he said. “Wood ducks come every year, mallards.”

Boudewijn has rented the property on Fair Oaks Avenue for 18 years. He said his landlord is a good friend and he often does work on the property and acts as a caretaker.

Santa Rosa city spokeswoman Elise Miller confirmed in an email the debris and garbage buildup is located along a stretch of Santa Rosa Creek that flows through private properties and is therefore the “responsibility of the private property owners to maintain it.”

Miller said the city has neither the authority nor the permits required to remove debris from these properties. She said the city is “sympathetic” to Boudewijn's desire to see the debris removed, but the responsibility for doing so is that of property owners, from the property line to the center of the creek.

“At this time, the city is not going to go in there and clean up that debris,” she said in a phone interview. “It's the property owner's responsibility.”

Miller added that to limit impedance of the creek flow, property owners should remove enough of the fallen vegetation from the creek so that the waterway is able to “maintain adequate flow.” But there are restrictions, she said.

Chapter 17-12 of the City Code prohibits residents from conducting work that would impair, impede or obstruct the natural flow of storm water within a creek channel. What's more, the work Boudewijn is calling for could require emergency permits from natural resource protection agencies, including the California Department of Fish and Wildlife and the North Coast Regional Quality Control Board.

Boudewijn said he's in contact with Providence representatives, who have expressed a willingness to do their part in removing the debris. But he said he's yet to see any significant work done by his neighbor across the creek.

Providence officials on Friday said in a statement that they are in talks with neighbors and “share their concern.” Cleanup efforts in and around the Santa Rosa Creek are a “top priority,” hospital officials said.

“We are completely aware of the situation and have already taken action by clearing brush and trimming trees,” the statement said. “Our current focus is on addressing a number of heavy fallen trees and debris that are hindering the flow of water in the Creek.”

The hospital said it's in conversations with the agencies that have oversight over the creek, which is part of

the Russian River Watershed, to address natural resource issues before beginning more substantial cleanup activities.

“It is a substantial undertaking, and Providence Santa Rosa Memorial Hospital is working to ensure the project is done safely and in an environmentally conscious way,” the statement said. “As soon as we finish our discussions with the appropriate agencies, we will be able to start the process of removing the trees, which will make it safe to remove the smaller debris.”

Boudewijn said he would remove all the garbage if the hospital took charge of removing the natural debris of branches and brush.

Santa Rosa City Councilwoman Victoria Fleming, whose district includes Fair Oaks Avenue neighbors on the north side of the creek, said she’s been trying to help Boudewijn “advocate to get the private owners to deal with this.”

“My primary concern is for this man’s safety and potential of flood caused by debris backup,” she said, adding that Boudewijn going it alone seems like an accident “waiting to happen.”

You can reach Staff Writer Martin Espinoza at 707521-5213 or martin.espinoza@pressdemocrat.com.



Garbage floats Thursday in Santa Rosa Creek behind Jacob Boudewijn’s home in Santa Rosa.
CHRISTOPHER CHUNG / THE PRESS DEMOCRAT

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Monday, 10/24/2022 Page .A03

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How Are California's Cities Managing the Drought?

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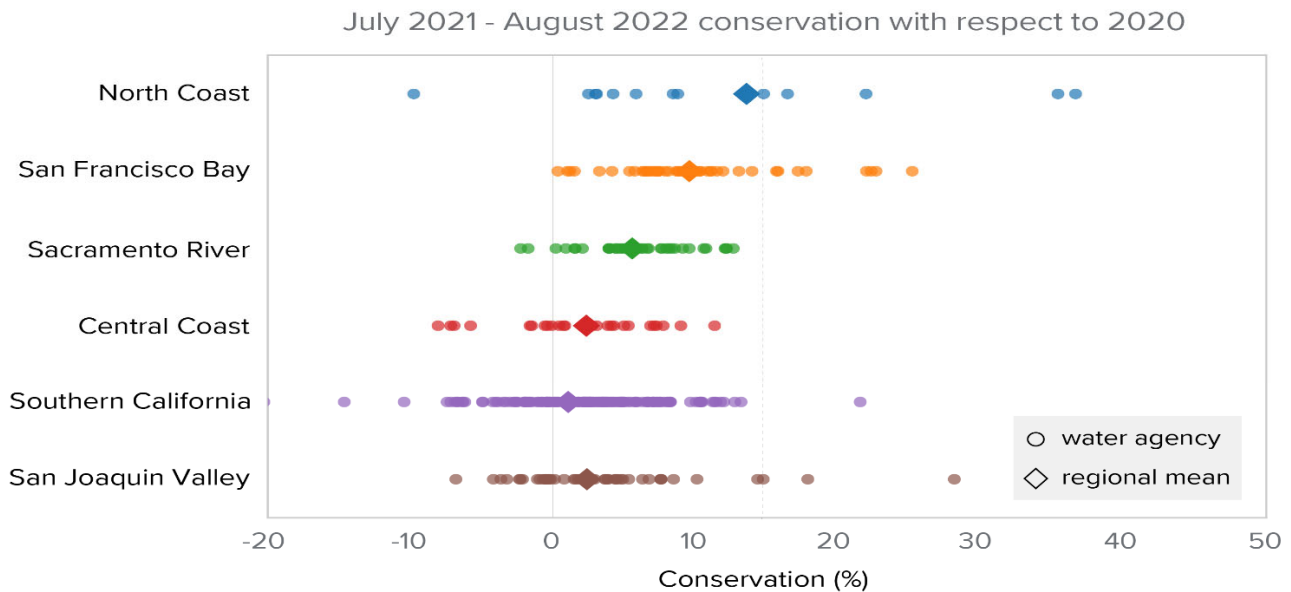
[Alvar Escriva-Bou](#)
[Annabelle Rosser](#)
[Ellen Hanak](#)

The 2022 water year just ended, and the numbers confirm our suspicions: The 2020–22 drought has been the driest three-year period on record. The drought has harmed [California's freshwater ecosystems](#), dried up [thousands of drinking water wells](#) in small communities, and led to fallowing of [hundreds of thousands of acres of cropland](#). Cities, however, have fared better: As in the 2012–16 drought, they have avoided major supply disruptions. But you wouldn't know this from the news, where the main story is that urban water agencies have failed to meet Governor Newsom's July 2021 call for a [15% voluntary reduction in water use](#). So are cities failing to manage the current drought? Or are we focusing on the wrong metrics?

The complicated metrics of urban water conservation

A bird's-eye view of water conservation across the state suggests that Californians did fall significantly short of Governor Newsom's 15% goal: As of August 2022, water agencies collectively reduced their use by just 4% since July 2021. Just a handful of agencies (4%) had met or exceeded the 15% mark (see figure below).

Figure 1. Most urban agencies are falling short of the state’s 15% voluntary conservation request



FROM: PPIC Blog, October 2022.

SOURCE: SWRCB Urban Water Supplier Monthly Reports, October 2022.

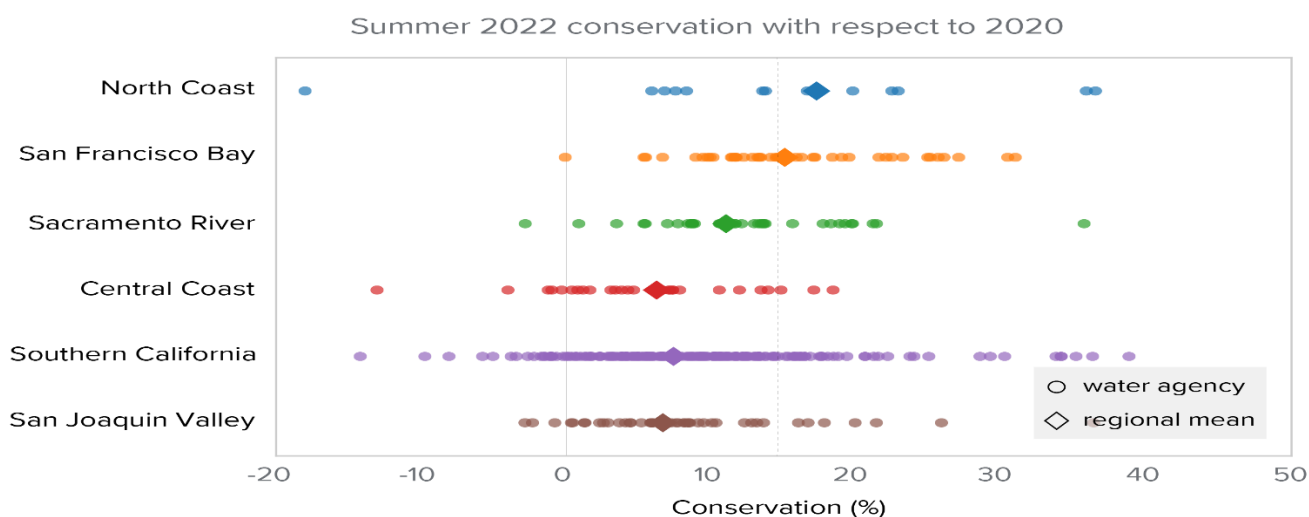
NOTES: This chart shows how much urban agencies have conserved between July 2021 and August 2022 compared to a comparable period in 2020. Urban agencies that did not report data during these periods were excluded from the analysis. Water savings are organized by region (Southern California includes the South Coast, South Lahontan, and Colorado River; San Joaquin Valley includes Tulare Lake and San Joaquin River; and Sacramento River includes North Lahontan and Sacramento River). The regional mean is weighted by service area population.

But as we explained in a [blog post](#) last December, urban water savings are not actually so low when put in context: Most communities went into this drought using much less water than they did in the early years of the 2012–16 drought. Especially in places where water use is already very low—like much of the Central Coast—this makes additional savings harder to come by.

Furthermore, statewide averages can be misleading. The current drought initially [hit Northern California hardest](#). A drought emergency was not declared in Southern California—home to roughly 60% of the state’s population (and urban water use)—[until fall 2021](#), months after the governor’s call for savings. Such regional differences in drought conditions affected the alignment of local conservation policies with the governor’s statewide call. Initially, water agencies in the North Coast and parts of the Bay Area pushed hardest for belt tightening, reflecting local shortages (see figure above). [A similar pattern occurred](#) at the start of the last drought, where agencies in the Central Coast and Sacramento regions were the first to take action.

By summer 2022, when drought impacts were more widespread, so were local agency calls for conservation. Statewide savings jumped dramatically—by 9% compared to 2020. More than 91% of all agencies were saving more than in the prior summer, and 23% were exceeding the 15% voluntary goal (see figure below).

Figure 2. Conservation has increased across regions this summer



FROM: PPIC Blog, October 2022.

SOURCE: SWRCB Urban Water Supplier Monthly Reports, October 2022.

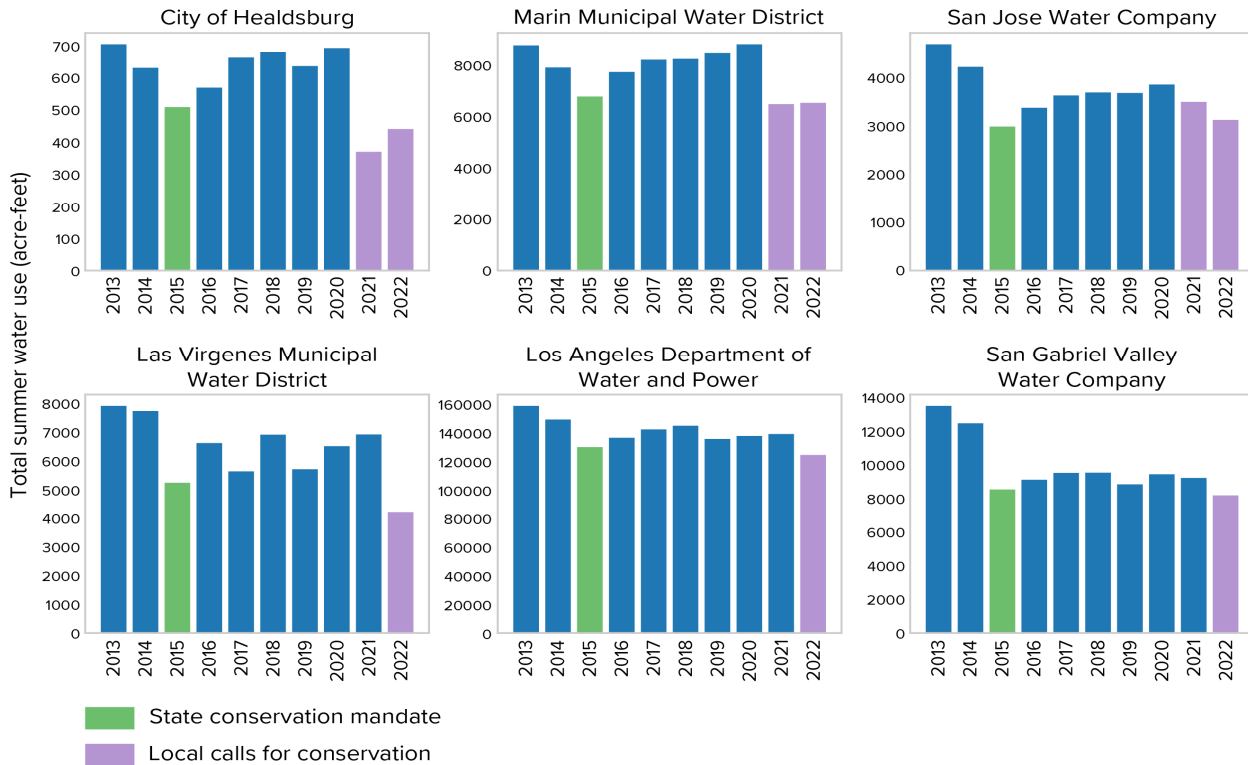
NOTES: This chart shows how much urban agencies have conserved between June and August 2022 compared to the same period in 2020. Urban agencies that did not report data during these periods were excluded from the analysis. Water savings are organized by region (Southern California includes the South Coast, South Lahontan, and Colorado River; San Joaquin Valley includes Tulare Lake and San Joaquin River; and Sacramento River includes North Lahontan and Sacramento River). The regional mean is weighted by service area population.

The two sides of resilience

Asking customers to conserve more water when supplies are tight is a key component of urban drought resilience. But managing demand is only one side of the equation; the other side is maintaining robust supplies. Having access to a diversified portfolio of water sources—including water in storage—can help avoid the need for severe water rationing during droughts. Urban agencies are generally in decent shape—despite the drought—because [they have made massive investments](#) to reduce long-term demand and improve supply reliability over the past few decades.

A closer look at water use in summer—when demand is highest—shows that agencies facing acute supply constraints reduced use significantly during this drought (see figure below). Agencies in the top row—from the North Coast and Bay Area—called for big water savings in 2021 to address local shortages. Agencies in the bottom row—Southern California communities that rely heavily on the drought-challenged State Water Project—adopted major use restrictions in June 2022. In all cases, customers responded to these local drought actions. For most of these agencies (and for 27% of all agencies statewide), recent savings were even larger than in the summer of 2015, when a statewide conservation mandate was in effect.

Figure 3. Individual agencies with vulnerable supply portfolios have saved significantly



FROM: PPIC Blog, October 2022.

SOURCE: SWRCB Urban Water Supplier Monthly Reports, October 2022.

NOTES: These bar charts illustrate the total water use of each urban agency during summer months, June through August, from 2013 to 2022.

Of course, some communities may need to save more, particularly if it remains dry next year. But focusing only on the cumulative conservation levels since July 2021 can give the mistaken impression that urban water agencies are not prepared to manage this drought.

In sum, conservation is important, but it is only part of a spectrum of actions that lead to true drought resilience—and the 4% statewide conservation number is misleading when you dig into local details. Local action has worked for most agencies during this drought: When locals need to save, they do. Another top priority going forward is to continue building supply resilience in our changing climate—a key to reducing drought risks for California cities and suburbs.

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: November 10, 2022

SUBJECT: Workforce Committee preliminary findings and recommendations

RECOMMENDATION:

Information only – hear report and provide direction to Workforce Committee.

FINANCIAL IMPACT:

None

BACKGROUND:

Overview

The Water Agency retained Boucher Law in 2021 to conduct a Workforce Study consisting of three phases; an organizational analysis, job classification review, and total employee compensation evaluation. Results of the three study phases are compiled in three separate reports prepared by Boucher Law. Copies of Boucher Law’s full reports and details of the three phases can be found on the Agency’s website:
<https://www.scwa2.com/about-us/human-resources/workforce-study/>

The Workforce Committee, comprised of Supervisor Brown, Director Crossley, and key Agency staff, worked closely with Boucher Law. Based largely on the results of Boucher Law’s work, the Workforce committee is offering the following preliminary recommendations:

- 1. Approve new job classifications and classification series (Table 1).
- 2. Approve salary recommendations (Table 2), and adopt revised CalPERS pay schedule to reflect adopted salaries.
- 3. Authorize General Manager to reclassify employees when they are regularly completing duties outside the scope of their classification.

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 November 10, 2022 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford
General Manager & Secretary to the
Solano County Water Agency
NOV.2022.BOD.ITM.9

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- 4. Approve addition of Longevity Pay to employee benefits.
- 5. Approve addition of Vision Insurance to employee benefits.
- 6. Approve addition of Employee Assistance Programs to employee benefits.
- 7. Approve Workforce Committee recommendation to implement vesting schedule for existing retirement health benefits.

The total incremental cost of the recommended employee compensation adjustments is approximately \$658,000. Assuming all of the proposed recommendations were approved, total compensation for Water Agency staff would comprise less than 12.5% of the annual budget. By comparison, employee compensation accounts for approximately 41 percent of the Contra Costa Water District’s annual budget, approximately 40 percent of the East Bay Municipal Water District’s annual budget, and approximately 30 percent of Sonoma Water’s annual budget.

Employee Classification

The classification recommendations (Table 1) establish consistent titling for different levels within classification series; creates new classifications where duties and responsibilities of the work are significantly different in nature, complexity, and scope; provides clearer distinctions among the different classifications; and creates additional levels within various classification series to provide career ladders/promotional opportunities within the Water Agency.

Salaries

All salary recommendations by Boucher Law are based on benchmark classifications based on the selected market agencies and placed at the median labor market total compensation. Boucher Law recommends that each Agency classifications salary range be moved to the salary range that brings it closer to the median labor market total compensation, as specified and outlined in their report.

For classifications that weren’t designated as a benchmark or did not have a sufficient number of matches in the labor market agencies, the recommended salary range was based on internal salary alignment. For classifications in the same classification series, when a market adjustment is granted to one class in a series, the other classes in the series are also typically adjusted accordingly to maintain internal equity.

Internal relationships between classifications that are not part of a series have been analyzed carefully, keeping in mind the scope of work, level of responsibility, consequences of error, nature of contacts, supervision received and exercised, and the work performed that is critical to the Water Agency’s mission. The methodology outlined by Boucher Law is the typical industry standard practice.

Unfortunately, Boucher Law’s recommendations are now over a year old. To compensate for this time lapse, staff recreated Boucher Law’s recommendations based on currently comparable salary numbers from the same selected market Agencies. While this data is extremely helpful in the process of benchmarking the Agency to competitive Agencies, it is not the only data utilized, and can come with imperfections such as being a single point in time, limited number of comparable positions at other agencies, complexity of the various positions at SCWA which is a small but highly nimble and wide ranging organization, or the inability to quantify and compare more complex items such as what pulls job applicants in other than salary alone.

Other factors considered by the Workforce Committee in developing the proposed recommendations, include:

- 1. Internal equity and alignment: Additional recommendations from the Workforce Committee are intended to remedy internal compensation disparities between employees. Some Agency positions work very closely on projects but hold different classifications; an example being Water Resources Engineer and Water Resources Specialist. Both of these positions hold many of the same essential tasks and job duties, the only difference being the field they are primarily focused on. The Workforce Committee took these job similarities into considerations to avoid pay disparity and comply with the Equal Pay Act. As the Agency workforce shifts, relieving these disparities will make the Agency more competitive to recruit and retain top talent.

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2. The Consumer Price Index (CPI): The current CPI for our area (CPI-W Urban Wage Earners and Clerical) for the period of July 2021 through July 2022 is 8.3%. While this amount is not tied directly to the proposed salary recommendations it is a point of reference for consideration. The Board awarded the Agency a 3% COLA in July 2022.
3. Internal recruitment and retention analysis: A large part of the rationale for bringing the Water Agency back to industry standards of peer agencies for total compensation and benefits is to retain existing staff and to help recruit new staff. Many data points are considered when evaluating recruitment and retention. Staff analyzed statistics on recruitments such as number of qualified applicants as compared to prior recruitments. Staff analyzed retirement eligibility of current staff, noting one-third of Agency staff are current eligible to retire. Conducted and analyzed exit information from departing employees to understand the reason for leaving (re-location, better pay, flexible schedules, remote work, better benefits, family, etc.).
4. Finally, the Agency's financials are reviewed and analyzed to determine the overall impact on the Agency's fiscal ability to support the recommended resolution. Assuming all proposed recommendations are approved, total compensation for Water Agency staff will comprise less than 12% of the annual budget, which is considered extremely fiscally responsible and sustainable when looking at comparable agencies.

Pursuant to CalPERS regulation CCR 570.5, employers must adopt and as necessary update a "pay schedule" identifying the salaries associated with each job position within the organization. In order to remain in compliance with CalPERS regulation CCCR 570.5, staff recommends adoption of the revised pay schedule (Table 3) to reflect the addition of new job positions and/or revisions to existing salary ranges.

Authorization to reclassify existing employees

One of the purposes of the Workforce Study was to identify any employees whose current job duties differ significantly from their current job classification - hence warrant creation of a new job classification to more accurately match their current job duties. Several instances were identified by Boucher Law and as a result new job classifications proposed. The Workforce Committee recommends the General Manager be authorized to reclassify those employees whose current duties are more appropriately characterized in either an existing or newly Board approved job classification.

Employee benefits

Longevity Pay

Recommendation: Longevity compensation will be based solely on years of service. Full-time Employees would be eligible to receive an additional 2.5% longevity pay, per level, after the completion of continuous service at 10, 15, 20, 25, 30 and 35 years. Upon qualifying for longevity increase, any further pay increase shall be in the addition thereto, and not restricted or reduced by reason of the longevity increase. All permanent part-time positions would be entitled to longevity compensation in the same ratios as above applied to their regular salary or hourly wage.

Rationale: This recommendation is modeled after what Solano County offers its employees. Although the Water Agency is relatively small in size, the tasks and responsibilities it takes on mirrors a large water agency, with water supply, flood control, habitat conservation, groundwater management, and dealing with the complexities of the Delta and all of its intricate ties to Solano County. As such, Water Agency employees are continuously asked to take on every evolving tasks, many of which are beyond their job classifications. In addition, being a smaller agency, there are limited opportunities for advancement in most career paths. To retain and to also recognize the excellent work and continued loyalty of employees, longevity pay as a benefit makes sense for the Water Agency's smaller work force.

Vision Insurance

Recommendation: Enroll all permanent full-time employees in ACWA JPIA vision care beginning as early as January 1, 2023. ACWA JPIA offers vision insurance through VSP Vision Care. Vision Plan B has a composite rate of \$18.56 per employee per month. Plan B offers one exam every 12 months, lenses at no cost every 12 months, and new frames every 24 months (\$150 allowance). Vision care would only be available to current active full-time employees and discontinue upon retirement or termination.

Rationale: Seven of the ten Agencies surveyed provide vision at an average cost of \$19.69 per employee. This benefit is now standard for the labor market and the Water Agency wants to be competitive with the labor

Page 4

market. It will be easier to manage this benefit with ACWA JPIA, because the Water Agency already has dental insurance through them.

Employee Assistance Program

Recommendation: Enroll all permanent full-time or part-time employees in ACWA JPIA Employee Assistance Program (EAP). The EAP program would cost \$2.48 per employee per month and includes the following services: Counseling, Legal Consultation, Financial Consultation, ID Recovery, My Strength (E-learning modules), Dependent Care, Crisis Consultation, as well as well-being articles, monthly webinars, and podcasts. The EAP program would only be available to current active full-time employees and discontinue upon retirement or termination.

Rationale: This benefit is now standard for the labor market and the Water Agency wants to be competitive with the labor market and provide work and life resources for all of its employees to succeed.

Retiree Health

Water Agency employees are eligible to receive retiree health benefits upon retirement from the Water Agency. Unlike many other organizations offering retiree health benefits, there is no vesting period associated with the Water Agency’s retiree health benefit – theoretically, an employee could work for the Water Agency one day and retire the next day and still receive full retiree health benefits. The Workforce Committee recommends the implementation of a vesting period, whereby an employee would work a minimum of 10 years before being eligible for retiree health benefits (50% of the retiree health benefit upon 10 years of service), with the percentage of full retiree health benefits increasing in five percent increments for each additional year of service. The employee would be eligible for full retiree health benefits after 20 years of service. Implementation of the proposed retiree health benefit vesting schedule will require adoption and submission of a resolution to CalPERS.

The proposed vesting period would potentially reduce the Water Agency’s retiree health benefits fiscal obligation, the actual reduction contingent on the fraction of Water Agency Employees who retire from the Water Agency with less than 20 years of service time.

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:

This item is consistent with Goal #10 (*Funding and Staffing*), Objective C (*Provide Necessary and sufficient staffing and resources to maintain Program Activities and to achieve the goals and objectives of Strategic Plan Priorities*).

Table 2 - Recommended Salaries

Group	Class	Current Max Monthly Salary	Market Value	% Increase or Decrease
Admin	Admin Assistant I	\$5,676.40	\$5,960.22	5%
	Admin Assistant II	\$6,571.15	\$6,899.70	5%
	Assistant Accountant	\$7,792.46	\$8,805.96	13%
	Associate Accountant	\$8,591.18	\$10,194.00	18.7%
	Senior Accountant	\$9,945.37	\$11,800.83	18.7%
Engineering	Assistant WR Engineer	\$8,805.96	\$9,471.78	7.5%
	Associate WR Engineer	\$9,708.57	\$10,964.77	13%
	Senior WR Engineer	\$11,238.89	\$12,693.09	13%
	Supervising WR Engineer	\$12,390.88	\$14,693.84	18.6%
Water Resources	Assistant WR Specialist	\$7,067.99	\$8,805.96	24.6%
	Associate WR Specialist	\$7,792.46	\$10,194.00	30.8%
	Senior WR Specialist	\$9,020.74	\$11,800.83	30.8%
	Water Conservation Coordinator	10,194.00	\$11,800.83	15.8%
	Supervising WR Specialist	\$10,703.70	\$13,660.94	27.6%
	Water Resources Aide	N/A	\$21.11-\$25.66 per hour	0%
	Assistant WR Technician	\$6,410.87	\$6,899.70	7.6%
	Associate WR Technician	\$7,067.99	\$7,987.27	13%
	Senior WR Technician	\$7,792.46	\$9,246.26	18.6%
	Streamkeeper	\$11,513.01	\$12,088.66	5%
Management	Manager of Administrative Services	\$10,194.00	\$15,428.53	51%
	Manager of Water Resources	\$13,994.13	\$17,435.21	24.6%
	Manager of Engineering	\$14,343.99	\$17,435.21	21.6%
	Assistant General Manager	\$15,428.53	\$20,207.46	31%
	General Manager	\$16,373.42	Salary Negotiated by Board of Directors	

Table 1 – Proposed Classifications

Group	Class	Current Max Monthly Salary	Market Value	% Increase or Decrease
	Senior Admin Assistant	N/A	\$7,987.27	N/A
	Assistant Management Analyst	N/A	\$8,805.96	N/A
	Associate Management Analyst	N/A	\$10,194.00	N/A
	Senior Management Analyst	N/A	\$11,800.83	N/A
	Exec Assistant Public Info Officer	N/A	\$9,708.57	N/A
Information Technology	Assistant Information Technology Specialist	N/A	\$7,421.39	N/A
	Associate Information Technology Specialist	N/A	\$8,591.18	N/A
	Senior Information Technology Specialist	N/A	\$9,945.37	N/A
Water Resources	Supervising WR Technician*	N/A	\$10,703.70	N/A
	Policy & Leg Affairs Program Manager	N/A	\$14,693.84	N/A

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: November 10, 2022

SUBJECT: Program Environmental Impact Report for Lower Putah Creek Restoration Project-Upper Reach Program

RECOMMENDATIONS:

- 1. Adopt Resolution 2022-07 Certifying Final Program Environmental Impact Report for the Lower Putah Creek Restoration Project- Upper Reach Program approving Upper Reach Program.
- 2. Adopt the Upper Reach Program and authorize implementation of the Upper Reach Program.

FINANCIAL IMPACT:

None.

BACKGROUND:

The Water Agency is the Lead Agency and has prepared a Programmatic Environmental Impact Report (PEIR) to comprehensively address near-term and long-term activities planned for the Putah Creek Restoration Project- Upper Reach. The PEIR was made possible through a grant from the California Department of Fish and Wildlife Ecosystem Restoration Program (ERP Grant No E1183015). The Yolo Basin Foundation was the grant lead and worked very closely with the Water Agency on this PEIR.

A programmatic EIR is an EIR that reviews the environmental impacts “of a series of actions that can be characterized as one large project” and that are related geographically, as logical parts in a chain of proposed actions, in connection with general criteria to govern the conduct of a continuing program, and/or “as individual activities carried out under the same authorizing statutory or regulatory authority and having generally similar environmental effects which can be mitigated in similar ways” (CEQA Guidelines, section 15168, subd. (a)). A program EIR offers several advantages, including providing for a more exhaustive consideration of effects and alternatives, avoiding duplicative consideration of policy issues, reducing paperwork, and allowing the lead agency to consider program-wide mitigation measures (CEQA Guidelines, section 15168, subd. (b)).

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 November 10, 2022 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

The PEIR applies to restoration efforts proposed for the Upper Reach of the Putah Creek Restoration Project, planned by the Water Agency and the Lower Putah Creek Coordinating Committee. The Upper Reach Project Area includes the area just downstream of the Putah Diversion Dam (one mile west of Winters) to the Western edge of the Yolo Basin Wildlife Area (near Yolo County Road 106A).

The Upper Reach Program (Program) activities are designed to work together in a comprehensive manner to achieve the Program goals and objectives. The activities would be implemented (singly or in combination) in a series of individual actions (projects) applied to specific locations within the Program area, as determined by site-specific conditions. For purposes of descriptions of site conditions and of proposed locations for the various activities, the Program area has been divided into 17 stream segments (Project reaches).

Program activities fall into three general categories: (1) Channel Reconfiguration, (2) Vegetation Management, and (3) Maintenance. Site-specific Project implementation may entail application of one or a combination of these activities. All in-stream activities would be implemented adaptively, based upon understanding of the ecosystem and its changes over time.

The PEIR, including responses to comments and 2022 update can be viewed at: <https://www.scwa2.com/wp-content/uploads/2022/10/2022-Lower-Putah-Creek-PEIR-update-from-2016-kats-working-copy.pdf>

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:

This item is consistent with Goal #7 (*Natural Resources Stewardship*), Objective B (*Support and promote Lower Putah Creek Coordinating Committee programs and projects*).

RESOLUTION NUMBER 2022-07

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOLANO COUNTY WATER AGENCY CERTIFYING FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT FOR THE LOWER PUTAH CREEK RESTORATION PROJECT-UPPER REACH PROGRAM

WHEREAS, the SOLANO COUNTY WATER AGENCY is pursuing a project to restore and rehabilitate the channel, banks, and associated habitats of Putah Creek to more natural, self-sustaining form and function, consistent with the current (post-Monticello Dam) hydrologic regime. The proposed program of projects and activities (collectively, the “**Project**”) would be implemented to stop further degradation of the creek corridor and to “jump-start” natural geomorphic and ecological processes in site-specific locations; and

WHEREAS, The SOLANO COUNTY WATER AGENCY is the Lead Agency and has prepared a Programmatic Environmental Impact Report (PEIR) to comprehensively address near-term and long-term activities planned for the Project; and

WHEREAS, the PEIR applies to restoration efforts proposed for the Upper Reach of the Putah Creek Restoration Project, planned by the SOLANO COUNTY WATER AGENCY and the Lower Putah Creek Coordinating Committee. The Upper Reach Project Area includes the area just downstream of the Putah Diversion Dam (one mile west of Winters) to the Western edge of the Yolo Basin Wildlife Area (near Yolo County Road 106A); and

WHEREAS, a Public Scoping Meeting occurred for the Proposed Project on February 12, 2015, at the Winters Community Center. The scoping comment period for the PEIR ended on March 15, 2015; and

WHEREAS, the Draft Program Environmental Impact Report (Draft PEIR) for the Project was prepared and distributed by the SOLANO COUNTY WATER AGENCY on June 1, 2016; and

WHEREAS, the SOLANO COUNTY WATER AGENCY, as lead agency on the Project, held a 45-day review period for the Draft PEIR from June 1 to July 22, 2016, and a public hearing on the Draft PEIR was held on June 28, 2016, also in Winters; and

WHEREAS, the SOLANO COUNTY WATER AGENCY has reviewed all comments received on the Draft PEIR, and a Comments and Responses addendum to the Final PEIR has been prepared to respond to comments on the Draft PEIR received from the public and concerned agencies during the formal public review period; and

WHEREAS, the SOLANO COUNTY WATER AGENCY has reviewed and considered the Draft Final Program Environmental Impact Report for the Lower Putah Creek Restoration Project- Upper Reach Program; and

WHEREAS, the SOLANO COUNTY WATER AGENCY has reviewed the staff report and heard testimony relative to the Draft Final Program Environmental Impact Report for the Lower Putah Creek Restoration Project- Upper Reach Program at a duly noticed public hearing held on June 8th, 2017, and hereby incorporates by reference the conclusions and findings of staff into this Resolution as if set out in full herein; and

WHEREAS, a Final Program Environmental Impact Report for the Lower Putah Creek Restoration Project- Upper Reach Program has been prepared, in accordance with the California Environmental Quality Act (CEQA) and SOLANO COUNTY WATER AGENCY CEQA guidelines.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the SOLANO COUNTY WATER AGENCY, by adoption of the foregoing Resolution, Certify the Final Program Environmental Impact Report for the Lower Putah Creek Restoration Project- Upper Reach Program.

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 the 10th day November, 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

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: November 10, 2022

SUBJECT: SCWA Office Expansion

RECOMMENDATIONS:

- 1. Approve updated First Amendment to Purchase and Exchange Agreement with the Solano Irrigation District (SID).
- 2. Approve Guaranteed Maximum Price Contract with Landmark Construction for Tenant Improvements.
- 3. Authorize General Manager to enter into all agreements and procurements as necessary for the design, construction, and occupation of the new SCWA Office Building, utilizing a Construction Management at Risk (CM @ Risk) construction approach, for a combined amount not-to-exceed \$8.05 million.

FINANCIAL IMPACT:

The total cost to build and occupy the new office building will be \$8.05 million and is shown in more detail in Table 1. For comparison, the Solano Transportation Authority’s (STA’s) total cost to build and occupy their space was \$16.01 million, which was completed in 2021. The SCWA Reserves will be utilized for the capital purchase of which there is sufficient funding.

BACKGROUND:

In 2010 the Water Agency relocated to the existing office space at 810 Vaca Valley Parkway as cotenants with SID. During this time frame, the Water Agency was comprised of 11 full-time and 3 part-time staff members. As part of the relocation, the new office layout was designed with the ability to accommodate one more additional staff member, should the need arise. From 2010 to 2021, the Water Agency began to take on greater regional roles in support of our member agencies, including:

- Regional Groundwater Management in support of the Sustainable Groundwater Management Act (SGMA).
- Countywide Water Conservation efforts on behalf of our urban and agricultural retail agencies.
- Large-scale Boater Outreach efforts at Lake Berryessa, to protect the region’s water supply.
- Putah Creek Restoration activities, to support and protect our regional watershed.
- Involvement in Bay-Delta issues, to protect and enhance our regional water supplies in the Delta.

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 November 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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To support these large-scale regional programs, the Water Agency has grown to a full-time staff of 21 employees, and at times, almost 25 part-time employees. In parallel to the Office Expansion Project, and at the direction of the Board, the Water Agency has also been moving forward on the Workforce Study. Phase 1 of the Workforce Study consisted of a complete organizational review of the Water Agency, and recommendations on future staffing needs. The Phase 1 report recommends 6 additional full-time staff members, to achieve greater success in completing the Strategic Plan, additional support to the Board and Executive Management, additional support to the Admin and SCADA departments, as well as succession planning. Unfortunately, the original office space layout as envisioned in 2010 was never designed to accommodate the current or planned number of full-time and part-time staff needed, to support the greater regional roles expected of the Water Agency.

To remedy the office space issue and seek Board direction, the Board was informed of the issue during the July 9, 2020 Board Meeting. The office expansion discussions were paused for a period of over 6-months due to the LNU Complex and post-fire activities by the Water Agency. At the February 11, 2021 Board Meeting, staff re-engaged the Board, providing additional details on the space layout and costs, as requested by the Board. A Building Subcommittee was also formed, comprised of Director Crossley, Mayor Rowlett, Mayor McConnell, Mayor Young, Supervisor Mashburn, and Supervisor Vasquez which met on 3/3/2021, 3/11/2020 (Field Tour), and 4/19/2021. During these meetings staff provided additional details on the space layout, contracting method, financing, staffing projections, comparison to the new STA office space, and architectural style. Throughout each of the meetings, the Building Subcommittee provided additional direction to staff, resulting in significant space plan improvements, pre-qualification recommendations, and an overall improved project to better meet the future needs of the Water Agency. At the September 9, 2021 Board Meeting, the Board approved moving forward on (i) a Purchase and Exchange Agreement with the Solano Irrigation District (SID) to acquire the new office space, and (ii) a RFQ/RFP process for the Tenant Improvements. On April 14, 2022 the Board subsequently approved the pre-construction services and architectural contracts for the Tenant Improvements.

The current Action Item is comprised of 3 parts, all of which pertain to the Office Expansion project. The first item is simply an update to the First Amendment to the Purchase and Exchange Agreement with SID. The Board approved the original First Amendment at the February 10, 2022 Board Meeting. However, based upon an improved architectural space plan layout (the benefit of a CM @ Risk approach) and ongoing discussions with SID, a few of the terms have been updated, reviewed by both SCWA and SID legal counsels, and included in the updated First Amendment agreement. The second item is approval of the Guaranteed Maximum Price (GMP) Contract with Landmark Construction for Tenant Improvements. The GMP contract provides the specific terms, conditions, and pricing for the Contractor to construct the Tenant Improvements. A draft copy of the GMP contract is included, and final approval of the contract will be subject to review by SCWA's legal counsel. The third item, authorizes the General Manager to enter into all agreements and procurements as necessary for the design, construction, and occupation of the new SCWA Office Building, utilizing a Construction Management at Risk (CM @ Risk) construction approach, for a combined amount not-to-exceed \$8.05 million. The total project cost is shown in more detail in Table 1. A comparison to STA's office expansion project is shown in Table 2. Additionally, it is important to note that from 2020-2022 the DGS California Construction Cost Index has increased by over 30% and coupled with post-COVID supply chain issues has greatly increased overall construction and procurement costs in California.

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*).

Table 1 – Construction Costs & Project Budget

CATEGORY	COST
Permit/Utility Fees	\$200,000
Consultant (Project Mgmt. & Architect)	\$275,000
Furniture and Fixtures (Including IT)	\$825,000
Construction	\$6,000,000
Contingency (12.5%)	\$750,000
TOTAL	\$8,050,000

Table 2 – Comparison of SCWA and STA Office Expansion Projects

CATEGORY	SCWA	STA
Property/Shell Costs (In Escrow)	\$1,165,000	\$958,000
Permit/Utility Fees	\$200,000	\$205,000
Consultant (Project Mgmt. & Architect)	\$275,000	\$265,200
Furniture and Fixtures (Including IT)	\$825,000	\$775,000
Construction	\$6,000,000	\$14,060,000
Contingency (12.5%)	\$750,000	\$700,000
Building Area (with Common Area)	16,400-SF	22,000-SF
TOTAL	\$9,215,000	\$16,963,200
UNIT COST (\$/SF)	\$562	\$771

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 _____, 202__ 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. **RECITALS.** Section 1.3 of the Agreement is hereby replaced in its entirety with the following revised Section 1.3:

1.3 SCWA wishes to purchase a portion of the Sale Condominium, consisting of approximately 13,055 square feet, before the addition of a 10% common area load factor, from SID, more particularly depicted in **EXHIBIT C** attached hereto (“**New Condominium**”);

2. **PURCHASE PRICE AND PAYMENT.** Section 3.7 below shall be added to the Agreement:

3.7 Payment for Delay. On or before the Closing date, in addition to the Purchase Price, SCWA shall deposit or cause to be deposited with Escrow Holder, by wire transfer of immediately available funds, Twenty Four Thousand and 00/100 Dollars (\$24,000.00) to cover additional common area maintenance costs incurred by SID due to a year-long delay in the Project.

3. **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 D**. 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 E**.

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 in locations A as well as on the monument sign in front of the building. SID agrees to support SCWA in seeking to obtain a new signage easement from the condominium association granting similar rights to the Agency in exterior sign spaces

A3 and A5, further depicted on the attached **EXHIBIT F**, and in monument sign Panel #4, also depicted in **EXHIBIT F**. The provisions of this Section shall survive Closing.

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**”). SID agrees to support SCWA in seeking to obtain a new or amended easement granting SCWA equivalent access and utility rights from the condominium association. The provisions of this Section shall survive the Closing.

4. **SCWA’S CONDITIONS PRECEDENT**. Section 9.5 below shall be added to the Agreement:

9.5 SID shall have delivered to SCWA a fully executed and recorded Stairwell Easement Agreement in the form attached as **EXHIBIT G**.

5. Section 18 below shall be added to the Agreement:

18. **TENANT HOLDOVER**. The Parties agree SCWA shall be permitted to continue occupying its portions of Suites 201 and 203 after the Closing until sixty (60) days following SCWA’s receipt of a notice of completion of construction of its tenant improvements for Suite 202, but no later than December 31, 2023, during which time SCWA shall continue to occupy said space at no cost other than for the prior shared cost of utilities and other co-tenancy costs, which is twenty-one percent (21%). If SCWA has not received a notice of completion of construction for tenant improvements for Suite 202 by December 31, 2023, SCWA shall pay \$2,000 per month to SID until such time as SCWA receives the notice of completion, however if after twelve (12) months SCWA still has not received a notice of completion, SCWA and SID will need to renegotiate the monthly rental rate. This provision shall survive the Closing and recordation of the Deed.

6. **EXHIBITS A and B**. Exhibits A and B of the Agreement shall be supplemented as shown in the attached Exhibits A and B below.

7. **ESCROW.** Section 5.2 of the Agreement is hereby replaced in its entirety with the following revised Section 5.2:

5.2 Closing Date. For purposes of this Contract, the “**Close of Escrow**” or “**Closing**” shall be defined as the date that: (1) a Grant Deed conveying the New Condominium to SCWA is recorded in the Official Records of Solano County, (2) a Grant Deed conveying SCWA’s interest in the Existing Condominium to SID is recorded in the official records of Solano County, and (3) a Grant Deed conveying the New Shared Area to SCWA is recorded in the official records of Solano County. The Closing Date shall occur no later than January 30, 2023 with the Parties having every intention of Closing as close to December 31, 2022 as possible. On the Closing Date, the Parties shall complete the purchase and sale as described in this Agreement all in accordance with the terms and conditions set forth herein. SCWA and SID have no right or obligation to extend the Closing Date, and the Parties acknowledge that the Closing Date is a material term of this Agreement. At the Closing, SID will deliver to SCWA possession of the New Condominium and the Reacquisition Area.

8. **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.

9. **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: _____
_____, Its _____

Attest: _____
Secretary

SCWA:

SOLANO COUNTY WATER AGENCY

By: _____
Roland Sanford, General Manager

Attest: _____
Secretary

EXHIBIT A
SALE CONDOMINIUM

A condominium consisting of:

Parcel One:

Unit 202, as shown on the a condominium plan attached as Exhibit "B" to the Declaration of Covenants, Conditions and Restrictions for Vacaville Corporate Center recorded October 22, 2009, as Instrument No. 200900091268, Solano County Records and as amended by that certain Amended Condominium Plan for Vacaville Corporate Center, recorded _____, 2022, as Instrument No. 2022_____, Solano County Records. ("Condominium Plan").

Reserving therefrom easements as described in Declaration of Covenants, Conditions and Restrictions (Vacaville Corporate Center), recorded October 22, 2009, as Instrument No. 200900091269, Solano County Records ("declaration").

Parcel Two:

An undivided 13.40% interest as a tenant in common with all other owners in that portion of the common area labeled as the "Co-Tenancy Room" on the condominium plan referred to above.

Reserving therefrom easements and uses as described in said "declaration" referred to above.

Excepting therefrom, all minerals and mineral rights, interest, and royalties, including without limiting the generality thereof, oil, gas, and other hydrocarbons substances, as well as metallic or other solid minerals, in and under said property; however, grantor or its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of said property in connection therewith, as excepted in the grant deed from Southern Pacific Industrial Development Company, a Texas corporation, recorded December 31, 1986, Page 160445, Series No. 77607, Solano County Records.

Parcel Three:

Easements as created and depicted on that document entitled "Access and Utility Easement Agreement, recorded October 22, 2009, as Instrument No. 200900091274 , Solano County Records, over and across portions of the common area granted to the Vacaville Corporate Center Owners Association, a California non-profit mutual benefit corporation, by deed recorded October 22, 2009, as Instrument No. 200900091270, Solano County Records.

Said Easement Agreement was amended by instrument recorded March 11, 2019, as Instrument No. 20190013429, Solano County Records.

EXHIBIT B
EXISTING CONDOMINIUM

Tract I

A condominium consisting of:

Parcel One:

Unit 201, as shown on the a condominium plan attached as Exhibit "B" to the Declaration of Covenants, Conditions and Restrictions for Vacaville Corporate Center recorded October 22, 2009, as Instrument No. 200900091268, Solano County Records and as amended by that certain Amended Condominium Plan for Vacaville Corporate Center, recorded _____, 2022, as Instrument No. 2022_____, Solano County Records. ("Condominium Plan").

Reserving therefrom easements as described in Declaration of Covenants, Conditions and Restrictions (Vacaville Corporate Center), recorded October 22, 2009, as Instrument No. 200900091269, Solano County Records ("declaration").

Parcel Two:

An undivided 25.76% interest as a tenant in common with all other owners in that portion of the common area labeled as the "Co-Tenancy Room" on the condominium plan referred to above.

Reserving therefrom easements and uses as described in said "declaration" referred to above.

Excepting therefrom, all minerals and mineral rights, interest, and royalties, including without limiting the generality thereof, oil, gas, and other hydrocarbons substances, as well as metallic or other solid minerals, in and under said property; however, grantor or its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of said property in connection therewith, as excepted in the grant deed from Southern Pacific Industrial Development Company, a Texas corporation, recorded December 31, 1986, Page 160445, Series No. 77607, Solano County Records.

Parcel Three:

Easements as created and depicted on that document entitled "Access and Utility Easement Agreement, recorded October 22, 2009, as Instrument No. 200900091274 , Solano County Records, over and across portions of the common area granted to the Vacaville Corporate Center Owners Association, a California non-profit mutual benefit corporation, by deed recorded October 22, 2009, as Instrument No. 200900091270, Solano County Records.

Said Easement Agreement was amended by instrument recorded March 11, 2019, as Instrument No. 20190013429, Solano County Records.

Tract III

A condominium consisting of:

Parcel One:

Unit 203, as shown on the a condominium plan attached as Exhibit "B" to the Declaration of Covenants, Conditions and Restrictions for Vacaville Corporate Center recorded October 22, 2009, as Instrument No. 200900091268, Solano County Records and as amended by that certain Amended Condominium Plan for Vacaville Corporate Center, recorded _____, 2022, as Instrument No. 2022_____, Solano County Records. ("Condominium Plan").

Reserving therefrom easements as described in Declaration of Covenants, Conditions and Restrictions (Vacaville Corporate Center), recorded October 22, 2009, as Instrument No. 200900091269, Solano County Records ("declaration").

Parcel Two:

An undivided 11.89% interest as a tenant in common with all other owners in that portion of the common area labeled as the "Co-Tenancy Room" on the condominium plan referred to above.

Reserving therefrom easements and uses as described in said "declaration" referred to above.

Excepting therefrom, all minerals and mineral rights, interest, and royalties, including without limiting the generality thereof, oil, gas, and other hydrocarbons substances, as well as metallic or other solid minerals, in and under said property; however, grantor or its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of said property in connection therewith, as excepted in the grant deed from Southern Pacific Industrial Development Company, a Texas corporation, recorded December 31, 1986, Page 160445, Series No. 77607, Solano County Records.

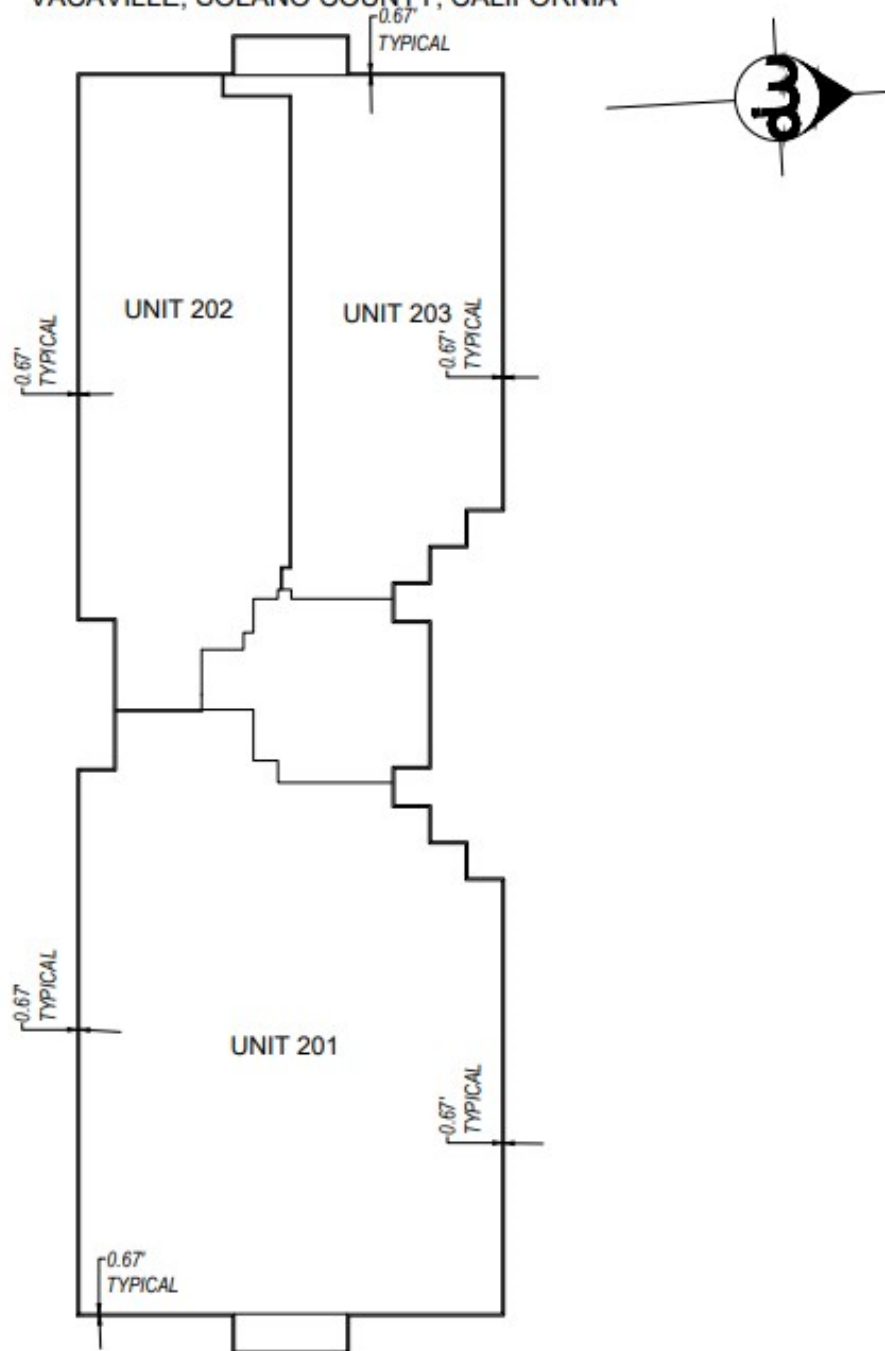
Parcel Three:

Easements as created and depicted on that document entitled "Access and Utility Easement Agreement, recorded October 22, 2009, as Instrument No. 200900091274 , Solano County Records, over and across portions of the common area granted to the Vacaville Corporate Center Owners Association, a California non-profit mutual benefit corporation, by deed recorded October 22, 2009, as Instrument No. 200900091270, Solano County Records.

Said Easement Agreement was amended by instrument recorded March 11, 2019, as Instrument No. 20190013429, Solano County Records.

EXHIBIT C

AMENDED CONDOMINIUM PLAN FOR
VACAVILLE CORPORATE CENTER
VACAVILLE, SOLANO COUNTY, CALIFORNIA



SECOND FLOOR UNIT LOCATION PLAN
SCALE: 1"=50'

EXHIBIT D
SHARED SPACE AGREEMENT

SHARED SPACE AGREEMENT

This SHARED SPACE AGREEMENT (“**Agreement**”) is made and entered into to be effective as of the ____ day of _____, 202__ (“**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 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 usable areas of the Property in which District and Agency both possess a 50% co-owner and cotenant interest and are further described as:

Table 1

Areas to be Shared 50/50	
Description	Area (SF)
Berryessa (Board Room)	2,092
IT Area	810
Electrical Room	166
Berryessa Circulation	271
IT Circulation	128
Total Usable Area	3,467

The Cotenant's interest in the New Shared Space shall be depicted on an updated Condominium Map to be finalized in 2022.

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 fourteen percent (14%) 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 14% of such costs, to be shared equally by the District and Agency each paying 7%.

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 Agency, 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 second 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, including 10% load factor, 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
LEGAL DESCRIPTION**

The land described herein is situated in the State of California, County of Solano, City of Vacaville, described as follows:

A condominium consisting of:

Parcel One:

Unit 201, as shown on the a condominium plan attached as Exhibit "B" to the Declaration of Covenants, Conditions and Restrictions for Vacaville Corporate Center recorded October 22, 2009, as Instrument No. 200900091268, Solano County Records and as amended by that certain Amended Condominium Plan for Vacaville Corporate Center, recorded _____, 2022, as Instrument No. 2022_____, Solano County Records. ("Condominium Plan").

Reserving therefrom easements as described in Declaration of Covenants, Conditions and Restrictions (Vacaville Corporate Center), recorded October 22, 2009, as Instrument No. 200900091269, Solano County Records ("declaration").

Parcel Two:

An undivided 25.76% interest as a tenant in common with all other owners in that portion of the common area labeled as the "Co-Tenancy Room" on the condominium plan referred to above.

Reserving therefrom easements and uses as described in said "declaration" referred to above.

Excepting therefrom, all minerals and mineral rights, interest, and royalties, including without limiting the generality thereof, oil, gas, and other hydrocarbons substances, as well as metallic or other solid minerals, in and under said property; however, grantor or its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of said property in connection therewith, as excepted in the grant deed from Southern Pacific Industrial Development Company, a Texas corporation, recorded December 31, 1986, Page 160445, Series No. 77607, Solano County Records.

Parcel Three:

Easements as created and depicted on that document entitled "Access and Utility Easement Agreement, recorded October 22, 2009, as Instrument No. 200900091274 , Solano County Records, over and across portions of the common area granted to the Vacaville Corporate Center Owners Association, a California non-profit mutual benefit corporation, by deed recorded October 22, 2009, as Instrument No. 200900091270, Solano County Records.

Said Easement Agreement was amended by instrument recorded March 11, 2019, as Instrument No. 20190013429, Solano County Records.

**CONDOMINIUM MAP, UNIT NO. 201
SHARED SPACE**

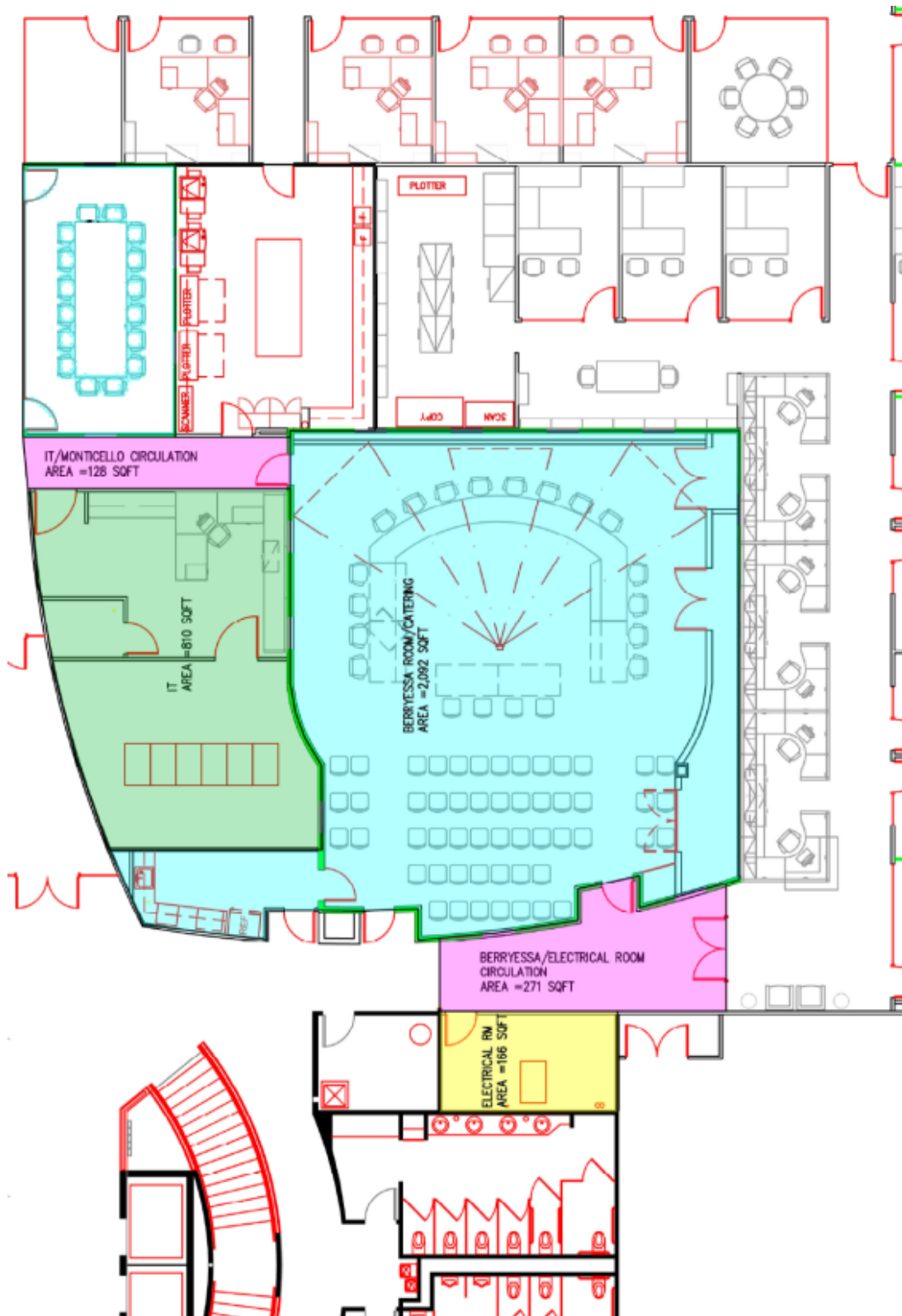


EXHIBIT B PROPOSED CORRIDOR AND CONSTRUCTION PLANS

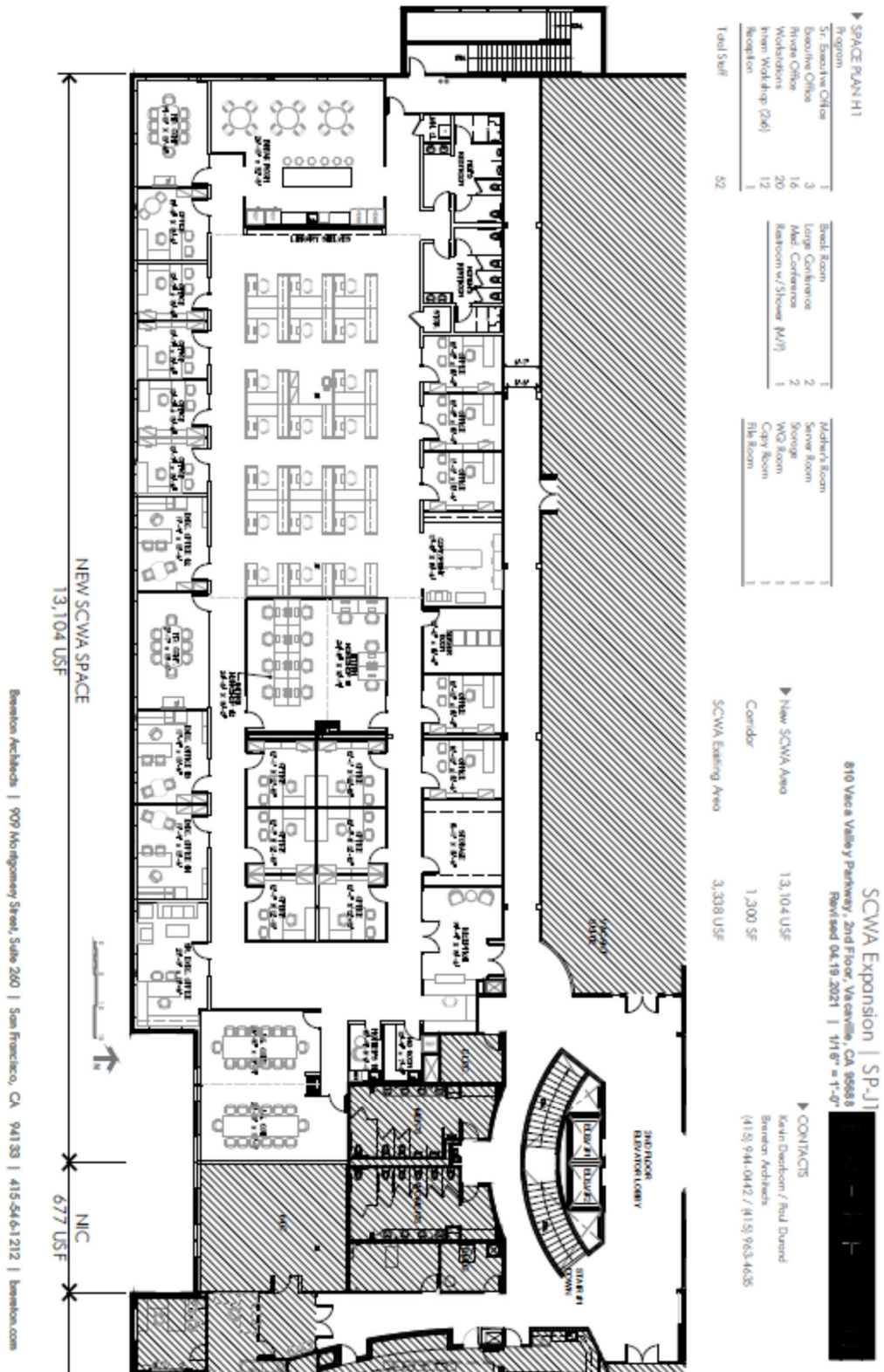


EXHIBIT C
MEMORANDUM OF SHARED SPACE AGREEMENT

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

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: _____
_____, Its _____

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 _____, 202__, 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: _____
_____, Its _____

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 _____, 202__, 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 E
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

**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 _____, 202__ 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.

[SIGNATURES ON FOLLOWING PAGE]

SOLANO IRRIGATION DISTRICT

By: _____
Name: _____
Its: _____

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 _____, 202__, 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)

By: _____
Name: _____
Its: _____

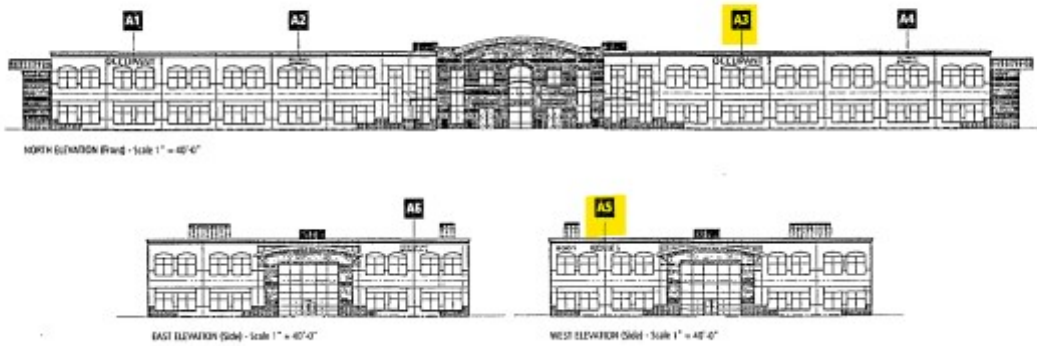
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On _____, 202__, 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.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT F
EXTERIOR AND MONUMENT SIGNAGE CONFIGURATION



Panel #1
Panel #2
Panel #3
Panel #4
Panel #5
Panel #6

EXHIBIT G
STAIRWELL EASEMENT AGREEMENT

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)
)
Solano County Water Agency)
Attention: General Manager)
810 Vaca Valley Parkway, Suite 203)
Vacaville, CA 95688)

STAIRWELL EASEMENT AGREEMENT

This STAIRWELL EASEMENT AGREEMENT (“**Agreement**”) is made this ____ day of _____, 202__, between SOLANO IRRIGATION DISTRICT, a public agency of the State of California (“**SID**”), and SOLANO COUNTY WATER AGENCY, a public agency of the State of California (“**SCWA**”).

WHEREAS, SID is the owner of certain real property commonly known as Suite 203 located in the office building commonly known as the Vacaville Corporate Center, 810 Vaca Valley Parkway, Vacaville in the County of Solano, State of California and more particularly described and defined under the Condominium Plan recorded in the official Records of Solano County on October 22, 2009 as Document No. 2009-00091268 and as amended by that certain Amended Condominium Plan, recorded _____, 2022, as Instrument No. 2022_____, Solano County Records more particularly described in **EXHIBIT A (“SID Property”)**; and

WHEREAS, SCWA is the owner of neighboring real property commonly known as Suite 202 located in the office building commonly known as the Vacaville Corporate Center, 810 Vaca Valley Parkway, Vacaville in the County of Solano, State of California and more particularly described and defined under the Condominium Plan recorded in the official Records of Solano County on October 22, 2009 as Document No. 2009-00091268 and as amended by that certain Amended Condominium Plan, recorded _____, 2022, as Instrument No. 2022_____, Solano County Records more particularly described in **EXHIBIT B (“SCWA Property”)**; and

WHEREAS, the SID Property and the SCWA Property are depicted on the map attached as **EXHIBIT C**.

WHEREAS, SCWA desires an easement to cross the SID Property to access the exterior building stairwell as well as an easement to cross the SID Property to access the interior central stairwell and elevator area;

WHEREAS, SID is willing to grant the easement as set forth in this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. **GRANT OF EASEMENT.** SID hereby grants to SCWA the following permanent, non-exclusive easements (“**Easements**”):

A. for the purpose of accessing the exterior stairwell and right of ingress, egress and access on, over and across the SID Property, in the location and as depicted in highlighted yellow on **EXHIBIT D** attached hereto.

B. for the purpose of accessing the interior central stairwell and elevator area and right of ingress, egress and access on, over and across the SID Property, in the location and as depicted in highlighted yellow on **EXHIBIT D** attached hereto.

2. **SECONDARY EASEMENTS.** The Easements include all incidental and appurtenant rights of maintenance and inspection to the extent reasonably necessary to use the Easements. In exercising its rights under this Agreement, SCWA must use reasonable care and may not unreasonably increase the burden on, nor make any material changes to the SID Property.

3. **CHARACTER OF EASEMENT.** The Easements are appurtenant to the SCWA Property.

4. **NON-EXCLUSIVE.** The Easements are not exclusive. SID retains the right to make any use of the SID Property that does not interfere unreasonably with SCWA’s free use and enjoyment of the Easements.

5. **INDEMNIFICATION.** Both parties hereby agree, to the fullest extent permitted by law, to indemnify and hold the other party harmless from any damage, personal injury, liability, or costs (including reasonable attorneys fees and costs of defense) to the extent caused by the exercise of either party’s rights under the Easements, excluding reckless or willful acts.

6. **NO WAIVER.** Failure by either party to enforce any covenant, restriction or other provision of this Agreement or to seek redress for the breach of or default in performance under any such covenant, restriction or other provision of this Agreement shall in no way constitute a waiver of the right to enforce such covenant, restriction or provision of this Agreement or seek redress for the breach thereof. The waiver by either party hereto of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provision hereof.

7. **OBLIGATIONS TO RUN WITH THE LAND.** The Easements shall at all times be deemed to be a continuing easement and covenant running with the land and shall apply to and be binding upon and inure to the benefit of the parties hereto (and their guests, invitees, lessees, agents, contractors and employees), and their respective successors, assigns, executors, administrators, devisees, distributees and transferees. The provisions of this Agreement shall be enforceable as equitable servitudes, covenants running with the land, pursuant to California Civil Code Section 1468, and in any other manner allowed by law.

8. **ENFORCEMENT.** Enforcement of this Agreement may be by legal proceedings against any person violating any restriction, covenant, condition or agreement contained herein, either to restrain or enjoin such violation or to recover damages.

9. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations hereunder assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect. This Agreement may be modified or amended only in writing, signed by the Party to be charged.

10. **ATTORNEYS' FEES.** In the event of any controversy, claim, or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party the prevailing party's costs and expenses, including, without limitation, reasonable attorneys' fees.

11. **BINDING EFFECT.** This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

12. **SEVERABILITY.** In the event any term or provision of this Agreement shall be held to be unenforceable for any reason whatsoever by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term or provision hereof.

13. **FURTHER ASSURANCES.** From and after the execution, delivery and recordation of this Agreement, each party shall cooperate with the other party in taking such actions, executing such instruments and granting such rights as may be reasonably necessary to effectuate the purposes of the parties in entering into this Agreement and to perfect the rights granted hereunder.

14. **WARRANTY OF AUTHORITY.** Each party represents and warrants to the other that it has the right, power and legal capacity and authority to enter into and execute this Agreement, and that the person or persons executing this Agreement on its behalf are authorized to do so and that no approval or consent of any person or entity other than those persons executing this Agreement on its behalf are necessary in connection with each parties' obligations hereunder.

15. **NO THIRD PARTY BENEFICIARY INTENDED.** This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement.

16. **GOVERNING LAW.** This Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.

SOLANO COUNTY WATER AGENCY

By: _____
Name: _____
Its: _____

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 _____, 202__, 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 A
LEGAL DESCRIPTION OF SID PROPERTY

The land described herein is situated in the State of California, County of Solano, City of Vacaville, described as follows:

A condominium consisting of:

Parcel One:

Unit 203, as shown on the a condominium plan attached as Exhibit "B" to the Declaration of Covenants, Conditions and Restrictions for Vacaville Corporate Center recorded October 22, 2009, as Instrument No. 200900091268, Solano County Records and as amended by that certain Amended Condominium Plan for Vacaville Corporate Center, recorded _____, 2022, as Instrument No. 2022_____, Solano County Records. ("Condominium Plan").

Reserving therefrom easements as described in Declaration of Covenants, Conditions and Restrictions (Vacaville Corporate Center), recorded October 22, 2009, as Instrument No. 200900091269, Solano County Records ("declaration").

Parcel Two:

An undivided 11.89% interest as a tenant in common with all other owners in that portion of the common area labeled as the "Co-Tenancy Room" on the condominium plan referred to above.

Reserving therefrom easements and uses as described in said "declaration" referred to above.

Excepting therefrom, all minerals and mineral rights, interest, and royalties, including without limiting the generality thereof, oil, gas, and other hydrocarbons substances, as well as metallic or other solid minerals, in and under said property; however, grantor or its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of said property in connection therewith, as excepted in the grant deed from Southern Pacific Industrial Development Company, a Texas corporation, recorded December 31, 1986, Page 160445, Series No. 77607, Solano County Records.

Parcel Three:

Easements as created and depicted on that document entitled "Access and Utility Easement Agreement, recorded October 22, 2009, as Instrument No. 200900091274 , Solano County Records, over and across portions of the common area granted to the Vacaville Corporate Center Owners Association, a California non-profit mutual benefit corporation, by deed recorded October 22, 2009, as Instrument No. 200900091270, Solano County Records.

Said Easement Agreement was amended by instrument recorded March 11, 2019, as Instrument No. 20190013429, Solano County Records.

EXHIBIT B
LEGAL DESCRIPTION OF SCWA PROPERTY

The land described herein is situated in the State of California, County of Solano, City of Vacaville, described as follows:

A condominium consisting of:

Parcel One:

Unit 202, as shown on the a condominium plan attached as Exhibit "B" to the Declaration of Covenants, Conditions and Restrictions for Vacaville Corporate Center recorded October 22, 2009, as Instrument No. 200900091268, Solano County Records and as amended by that certain Amended Condominium Plan for Vacaville Corporate Center, recorded _____, 2022, as Instrument No. 2022_____, Solano County Records. ("Condominium Plan").

Reserving therefrom easements as described in Declaration of Covenants, Conditions and Restrictions (Vacaville Corporate Center), recorded October 22, 2009, as Instrument No. 200900091269, Solano County Records ("declaration").

Parcel Two:

An undivided 13.40% interest as a tenant in common with all other owners in that portion of the common area labeled as the "Co-Tenancy Room" on the condominium plan referred to above.

Reserving therefrom easements and uses as described in said "declaration" referred to above.

Excepting therefrom, all minerals and mineral rights, interest, and royalties, including without limiting the generality thereof, oil, gas, and other hydrocarbons substances, as well as metallic or other solid minerals, in and under said property; however, grantor or its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of said property in connection therewith, as excepted in the grant deed from Southern Pacific Industrial Development Company, a Texas corporation, recorded December 31, 1986, Page 160445, Series No. 77607, Solano County Records.

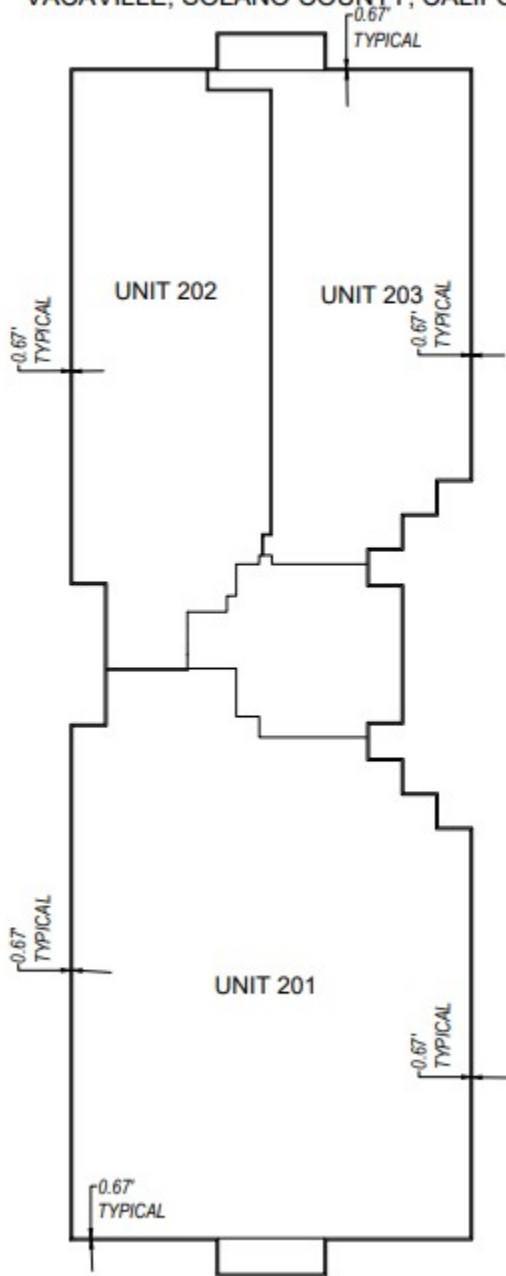
Parcel Three:

Easements as created and depicted on that document entitled "Access and Utility Easement Agreement, recorded October 22, 2009, as Instrument No. 200900091274 , Solano County Records, over and across portions of the common area granted to the Vacaville Corporate Center Owners Association, a California non-profit mutual benefit corporation, by deed recorded October 22, 2009, as Instrument No. 200900091270, Solano County Records.

Said Easement Agreement was amended by instrument recorded March 11, 2019, as Instrument No. 20190013429, Solano County Records.

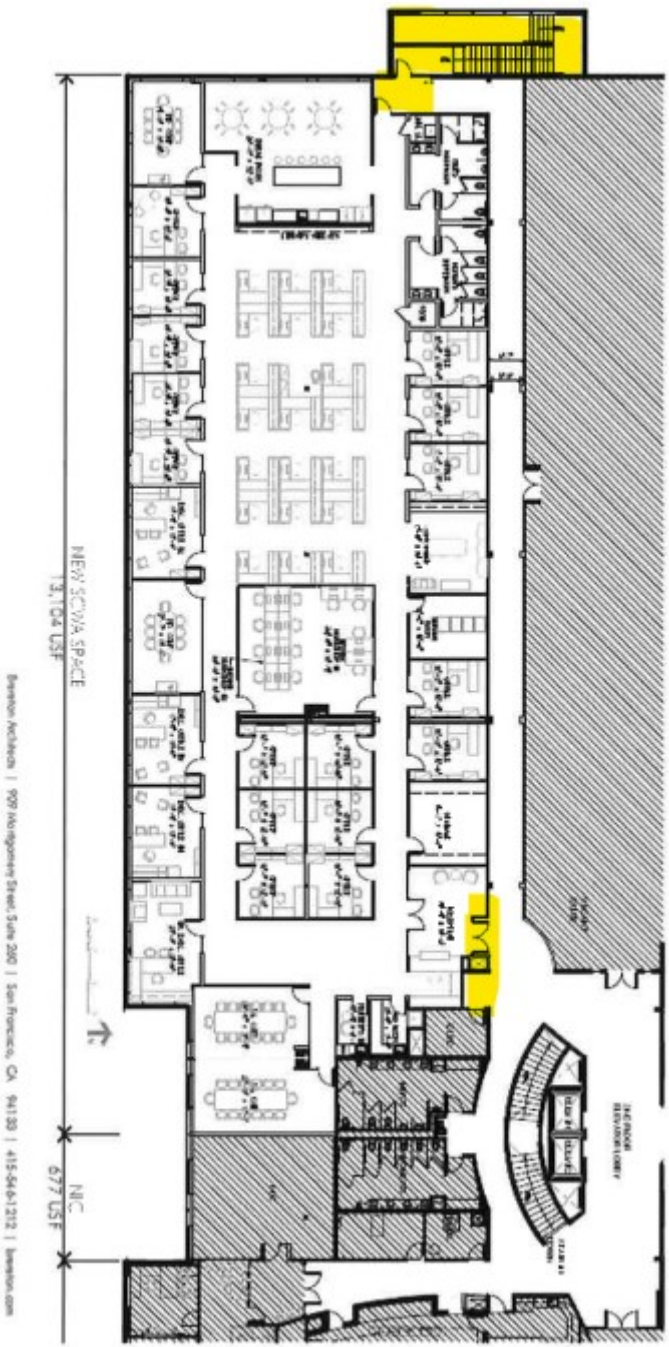
EXHIBIT C

AMENDED CONDOMINIUM PLAN FOR
VACAVILLE CORPORATE CENTER
VACAVILLE, SOLANO COUNTY, CALIFORNIA



SECOND FLOOR UNIT LOCATION PLAN
SCALE: 1"=50'

EXHIBIT D
EASEMENT AREAS



GUARANTEED MAXIMUM PRICE CONTRACT

This GUARANTEED MAXIMUM PRICE CONTRACT (“**Contract**”) is made and entered into this _____ day of _____, 202__, by and between the SOLANO COUNTY WATER AGENCY, a public agency organized and existing under and by virtue of the laws of the State of California (“**Agency**”), and _____ (“**Contractor**”). Agency and Contractor are collectively referred to herein as the “**Parties**” and each individually as a “**Party**”.

WITNESSETH that the Agency and the Contractor, for the consideration herein named, hereby agree as follows:

1. This Contract is for the construction of tenant improvements for commercial office space for the Agency as described herein (“**Work**”).

2. This Contract is comprised of this Contract and all of the following documents (1) the accepted Construction Proposal attached as **EXHIBIT A**, (2) the General Conditions, attached as **EXHIBIT B** (3) the Special Conditions attached as **EXHIBIT C**, (3) Request For Proposal and Response attached as **EXHIBIT D**, (4) and all addenda setting forth any modifications or interpretations of any aforementioned documents (collectively, the “**Contract Documents**”). The Contract Documents are hereby incorporated in and made a part of this Contract. The Contract Documents embody the entire agreement between the Parties. Any prior or contemporaneous agreements, understandings, promises, or representations pertaining to the subject of this Contract not expressly set forth in the Contract Documents are of no force or effect. No waiver, modification, or alteration of the terms of this Contract shall be binding unless made in a writing signed by both Parties.

3. The Contractor shall furnish all labor, materials, equipment, and other facilities, and perform in a good and workmanlike manner all work under this Contract for the Agency in strict conformity with the Contract Documents and to the approval and entire satisfaction of the Agency.

4. Contract Sum.

4.1 The Agency shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of this Contract. The “**Contract Sum**” is the Cost of the Work, as defined in Section 6, plus the Contractor’s Fee, as defined in this Section 4.

4.2 The “**Contractor’s Fee**” is defined as four percent (4.0%) of the Cost of Work. The method of adjustment of the Contractor’s Fee for changes in the Work shall be 4.0% times the Cost of Work. For change orders that require performance beyond the original completion date, the change order amount shall include a fair and reasonable fee for the Contractor’s resources to remain engaged on the project to be agreed upon by the Parties in writing.

5. Guaranteed Maximum Price.

5.3.1 The Contractor guarantees to the Agency that the Contract Sum shall not exceed _____ Dollars (\$_____), subject to additions and

deductions by Change Order as provided in the Contract Documents (“**Guaranteed Maximum Price**”). Costs above the Guaranteed Maximum Price shall be paid by the Contractor without reimbursement by the Agency. Any savings in the itemized amounts, documented to the reasonable satisfaction of Agency, set forth in the Estimate Detail Report, Solano County Water Agency – Vaca Valley Parkway (Final GMP - _____, 202__), included in **EXHIBIT E**, attached hereto, will be shared between the Agency and the Contractor with the Agency receiving 65% and the Contractor receiving 35% of any savings.

5.3.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Contractor has anticipated such additional costs in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in the scope, systems, kinds and quality of materials, finishes or equipment, all for which, if required, shall be incorporated by Change Order.

6. Cost of the Work. “**Cost of the Work**” shall mean costs necessarily incurred by the Contractor in the proper performance of the Work as set forth in this Section 6. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior written consent of the Agency. Where any cost is subject to the Agency’s approval, the Contractor shall obtain this approval in writing, prior to incurring the cost.

6.1 Labor Costs.

6.1.1 Wage rates of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Agency’s prior written approval, at off-site workshops, as set forth in **EXHIBIT F**, attached hereto.

6.1.2 Wages or salaries of the Contractor’s supervisory and administrative personnel when stationed at the site or, with the Agency’s prior written approval, at the Contractor’s principal office, as set forth in **EXHIBIT G**, attached hereto.

6.1.3 Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.1.1. and 6.1.2.

6.1.4 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Contractor or paid to any subcontractor or vendor, with the Agency’s prior written approval.

6.2 Subcontract Costs. Payments made by the Contractor to subcontractors in accordance with the requirements of the subcontracts.

6.3 Costs of Materials and Equipment Incorporated in Completed Construction.

6.3.1 Costs, including transportation and storage of materials and equipment incorporated or to be incorporated in the completed construction.

6.3.2 Costs of materials described in the preceding Section 6.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Agency's property at the time of completion of the Work or, at the Agency's written direction, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Agency as a deduction from the Cost of the Work.

6.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items.

6.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tolls that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

6.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Contractor-owned item may not exceed the purchase price of any comparable item. Rates of Contractor-owned equipment and quantities of equipment shall be subject to the Agency's prior written approval.

6.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

6.4.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

6.4.5 Costs of materials and equipment suitably stored off the site at a mutually-acceptable location, with the Agency's prior written approval.

6.5 Miscellaneous Costs.

6.5.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Agency's prior written approval.

6.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable.

6.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor is required by the Contract Documents to pay.

6.5.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work, with the Agency's prior written approval.

6.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents.

6.5.6. Costs for electronic equipment and software, directly related to the Work, with the Agency's prior written approval.

6.5.7 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents, with the Agency's prior written approval.

6.5.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Agency and Contractor, reasonably incurred by the Contractor after the execution of this Contract in the performance of the Work and with the Agency's prior written approval.

6.5.9 Subject to the Agency's prior written approval, expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work.

6.5.10 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work, with the Agency's prior written approval.

6.6 Other Costs and Emergencies.

6.6.1 Other costs incurred in the performance of the Work, subject to the prior written approval of the Agency.

6.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

6.7 Related Party Transaction.

6.7.1 For purposes of Section 6.7, the term "**Related Party**" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor owns any interest in excess of ten percent (10%) in the aggregate; or any person or entity which has the right to control the business or affairs of the Contractor. The term "**Related Party**" includes any member of the immediate family of any person identified above.

6.7.2 If any of the Cost of the Work arise from a transaction between the Contractor and a Related Party, the Contractor shall notify the Agency of the specific nature of the contemplated transaction, including the identity of the Related Party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Agency, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included

as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods or service from the Related Party, as a subcontractor. If the Agency fails to authorize the transaction, the Contractor shall procure the work, equipment, goods or service from some person or entity other than a Related Party.

7. Costs Not To Be Reimbursed.

7.1 The Cost of the Work shall not include the items listed below:

7.1.1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, unless approved in writing by the Agency;

7.1.2 Expenses of the Contractor's principal office and offices other than the site office;

7.1.3 Overhead and general expenses;

7.1.4 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;

7.1.5 Costs due to the negligence or failure of the Contractor, subcontractors, suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;

7.1.6 Any cost not specifically and expressly described in Section 6;

7.1.7 Costs, other than costs included in Change Orders approved in writing by the Agency, that would cause the Guaranteed Maximum Price to be exceeded;

7.1.8 Overtime wage rates, unless overtime is approved in writing in advance by the Agency;

7.1.9 Penalties, fines, or fees, and related expenses, imposed or incurred for the violations of federal, state, or local laws or regulations, unless the failure is caused by the Agency; and

7.1.10 Late fees or charges or interest, and related expenses, imposed or incurred for delays in payment of debts associated with the Work, unless the delay is caused by the Agency.

8. Discounts, Rebates, and Refunds.

8.1 Notwithstanding Section 5.2.1, cash discounts obtained on payments made by the Contractor shall accrue entirely to the Agency if (1) before making the payment, the Contractor included them in an Application for Payment and received payment from the Agency,

or (2) the Agency has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue entirely to the Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Agency, and the Contractor shall make provisions so that they can be obtained.

8.2 Amounts to accrue to the Agency in accordance with the provisions of Section 8.1 shall be credited to the Agency as a deduction from the Cost of the Work.

9. LIQUIDATED DAMAGES. THE PARTIES HAVE AGREED THAT THE TIME SET FOR THE COMPLETION OF THE WORK IS _____ CALENDAR DAYS FROM THE ISSUANCE DATE OF A NOTICE TO PROCEED. IT IS AGREED AND STIPULATED BETWEEN THE AGENCY AND THE CONTRACTOR THAT DAMAGE WILL BE SUSTAINED BY THE AGENCY FROM ANY DELAYS IN THE PERFORMANCE OF THIS CONTRACT, AND IT IS CURRENTLY CONTEMPLATED BY THE PARTIES, AND ESTIMATED BY THE PARTIES, THAT IT WILL BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO FULLY ASCERTAIN AND DETERMINE THE ACTUAL DAMAGE WHICH THE AGENCY WILL SUSTAIN BY SUCH DELAYS. THE PARTIES AGREE THAT THEY SHALL BE DEEMED TO HAVE JOINTLY STUDIED AND ATTEMPTED TO ESTIMATE THE DAMAGES SUFFERED BY THE AGENCY BY SUCH A DELAY UNDER THESE CIRCUMSTANCES, AND TO AGREE AND STIPULATE BY THIS CONTRACT THAT THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) PER DAY FOR EACH AND EVERY DAY'S DELAY BEYOND THE TIME PRESCRIBED TO COMPLETE THE WORK HAS BEEN AGREED TO BY THE PARTIES AS A FAIR ESTIMATE OF THE DAMAGE TO BE SUFFERED BY THE AGENCY FROM AND AS DIRECT RESULT OF SUCH DELAY, AND THAT THIS AMOUNT SHALL BE PAID TO THE AGENCY BY THE CONTRACTOR AS LIQUIDATED DAMAGES FOR EACH DAY OF DELAY.

_____ Agency _____ Contractor

10. Miscellaneous.

10.1 Time is of the Essence. All time limits stated in the Contract Documents and this Contract are of the essence of this Contract.

10.2 Binding on Heirs. This Contract shall be binding upon and shall inure to the benefit of the heirs, successors, and assigns of the Parties. Neither Party to the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any monies due or to become due to it hereunder, without the prior written consent of the Agency. Any attempted assignment without prior written consent of the Agency is void and of no effect.

10.3 Attorneys Fees. In the event that any suit or action is instituted to enforce any provision in this Contract, the prevailing Party in such dispute shall be entitled to recover from the losing Party all fees, costs and expenses of enforcing any right of such prevailing Party under or with respect to this Contract, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

10.4 No Waiver. No consent or waiver by either Party to or of any breach of any representation, covenant, or warranty will be construed as a consent to or waiver of any other breach of the same or any other representation, covenant, or warranty.

10.5 Governing Law. This Contract, and all actions arising hereunder or relating hereto, shall be governed and construed and enforced in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California.

10.6 Interpretation. All Parties have been represented by counsel in the preparation and negotiation of this Contract, and this Contract is to be interpreted as if it were drafted by all and not anyone or more Parties. The headings used in this Contract are for purposes of convenience only and should not be used in construing the provisions of this Contract.

10.7 Counterparts and Electronic Signatures. This Contract may be executed in two or more counterparts and, when so executed, shall have the same force and effect as though all signatures appeared in one document. This Agreement and any other transaction document, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine, portable document format or other electronic transmission (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com), will be treated in all manner and respects as an original contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Any such signature page will be effective as a counterpart signature page hereto without regard to page, document or version numbers or other identifying information thereon, which are for convenience of reference only. At the request of any Party or to any such contract, each other party hereto or thereto will re-execute original forms thereof and deliver them to all other parties. No Party hereto or to any such contract will raise the use of a facsimile machine, portable document format or other electronic transmission (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine, portable document format or other electronic transmission (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) as a defense to the formation of a contract and each such party forever waives any such defense..

10.8 Authority. Each individual executing this Contract on behalf of Seller or Buyer represents and warrants to the other Party that their execution and delivery of this Contract and all related documents on behalf of the Party for whom they are signing has been duly authorized.

10.9 Partial Invalidity. If any term or provision of this Contract is, to any extent, invalid or unenforceable, the remainder of this Contract will not be affected thereby, and each such term and provision of this Contract will be valid and be enforced to the fullest extent permitted by law.

10.10 Covenant of Further Assurances. The Parties hereby agree to execute such other documents and perform such other acts as may be necessary to carry out the covenants contained in this Contract.

10.11 Performance on a Business Day. If the date on which payment or performance of any obligation of a Party hereunder is other than a Business Day, or the last day for the giving of any notice required or permitted hereunder is other than a Business Day, the time for such payment, performance or delivery shall automatically be extended to the first Business Day following such date. If the date on which payment or performance of any obligation of a Party hereunder is other than a Business Day, or the last day for the giving of any notice required or permitted hereunder is other than a Business Day, the time for such payment, performance or delivery shall automatically be extended to the first Business Day following such date. **“Business Day”** means any day other than a Saturday, Sunday, or any other day on which banking institutions in the State of California are authorized by law or executive action to close.

10.12 Notice. Any notice or communication required or permitted under this Contract shall be in writing and shall be delivered personally, delivered by nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, or (if an email address is provided) sent by electronic transmission (subject to confirmation of such electronic transmission). Any such notice or communication shall be deemed to have been given (i) when delivered, if personally delivered, (ii) with the day received from a nationally recognized overnight courier service, if sent by nationally recognized overnight courier service, (iii) the day of sending, if sent by email before 5:00 p.m. (PT) on any Business Day or the next succeeding Business Day if sent by email after 5:00 p.m. (PT) on any Business Day or on any day other than a Business Day or (iv) five (5) Business Days after the date of mailing, if mailed by certified or registered mail, postage prepaid, in each case, to the following address or email address, or to such other address or addresses or email address or addresses as such Party may subsequently designate to the other Party by notice given hereunder:

To Contractor: _____

Telephone: _____
Email: _____

To Agency: Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688
Attention: Alex Rabidoux
Telephone: (707) 455-1106
Email: ARabidoux@scwa2.com

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

SOLANO COUNTY WATER AGENCY

By: _____
Name: _____
Its: _____

Attest: _____
Secretary

By: _____
Name: _____
Its: _____

LIST OF EXHIBITS

EXHIBIT A	CONSTRUCTION PROPOSAL
EXHIBIT B	GENERAL CONDITIONS
EXHIBIT C	SPECIAL CONDITIONS
EXHIBIT D	REQUEST FOR PROPOSAL AND RESPONSE
EXHIBIT E	ESTIMATE DETAIL REPORT
EXHIBIT F	CONTRACTOR'S LIST OF WAGES
EXHIBIT G	CONTRACTOR'S LIST OF SUPERVISORY AND ADMINISTRATIVE PERSONNEL WAGES

EXHIBIT A
CONSTRUCTION PROPOSAL

DRAFT

EXHIBIT B

GENERAL CONDITIONS

1.1 INTENT OF THE CONTRACT DOCUMENTS.

The Contract Documents as listed in the Bidding Documents are complementary, and what is called for by anyone shall be as binding as if called for by all. The intent of the Contract Documents is to require a complete and finished job. In interpreting the Contract Documents, words describing materials or Work which have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well-known meaning recognized by engineers and the trade.

1.2 DEFINITIONS.

AGENCY/OWNER	Solano County Water Agency.
CONTRACTOR	The person, firm, or corporation duly licensed in the State of California, to whom the within Contract is awarded by the Agency and who is subject to the terms hereof. The word "Contractor" in printed form of Contract shall be the same as the "General Contractor".
CONTRACT OFFICER	The Solano County Water Agency, acting either directly through its employees, or through properly maintained agents ("CO") as designated in writing.
PROJECT MANAGER	The Solano County Water Agency, acting either directly through its employees, or through properly maintained agents ("PM") as designated in writing.
SUPERINTENDENT	The executive representative of the Contractor, present on the Work at all times, authorized to receive and fulfill instructions from the Agency as designated in writing.
ACT OF GOD	Acts of God shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude 3.5 on the Richter Scale and tidal waves.
DRAWINGS	The Plans, profiles, maps, working Drawings, and supplemental Drawings, which show the location, character, dimensions, and details of the Work to be done as well as all related plans submitted to the City of Vacaville.
WORK	As defined in the Contract, specified in the Contract Documents or indicated in the Drawings.
ACTIVITY(S)	A subset of specified Work.

SITE, WORKSITE	The area or areas or spaces occupied by the Work and including adjacent areas and other related areas occupied or used by the Contractor for construction activities, either exclusively or with others performing other construction on the project. The extent of the site is shown on the Drawings and may or may not be identical with the description of the land upon which the Work is to be built.
AND/OR	If used, shall mean that either or both of the items so joined are required.
APPLICABLE	As appropriate for the particular condition, circumstance, or situation.
APPROVE(D), APPROVAL(S)	Limited to duties and responsibilities of Engineer or CM stated in the conditions of the Contract, for actions performed in the professional judgement of the Engineer or CM, in conjunction with submittals, applications, and requests. Approvals shall be valid only if obtained in writing and shall not apply to matters regarding the means, methods, techniques, sequences, and procedures of construction. Approval shall not relieve Contractor from responsibilities to fulfill Contract requirements.
DIRECTED	Limited to duties and responsibilities of the Engineer stated in the conditions of the Contract, meaning as instructed by the Engineer, in writing regarding matters other than the means, methods, techniques, sequences, and procedures of construction. No implied meaning shall be interpreted to extend the Engineer's responsibility to the Contractor's supervision of construction.
REQUIRED	Necessary for performance of the Work in conformance with the requirements of the Contract Documents, excluding matters regarding the means, methods, techniques, sequences, and procedures of construction.
PROPER	As determined by the Agency as being proper for the Work, excluding matters regarding the means, methods, techniques, sequences, and procedure of the construction, which are solely the Contractor's responsibility to determine.

NECESSARY	With due consideration of the conditions of the Work and as determined in the professional judgement of the Engineer as being necessary for performance of the Work in conformance with the requirements of the Contract Documents, but excluding matters regarding the means, methods, techniques, sequences, and procedures of construction.
SHOWN, NOTED	Refers to graphic representations, notes, or schedules on the Drawings, or other paragraphs or schedules in the specifications, and similar requirements in the Contract Documents.
SELECTED	As selected by the Agency from the full national product selection of the manufacturer, unless otherwise specifically limited in the Contract Documents to a particular quality, color, texture, or price range.
PROVIDE	Contractor shall both ‘furnish’ and ‘install’ indicated products.
FURNISH	Contractor shall procure indicated products or perform indicated services. Where used regarding products, the term “furnish” is understood and intended to mean delivery of the products to site of the Work but is not intended to include the installation, application or other action to incorporate products into the Work.
INDICATED	Graphic representations, notes, or schedules on the Drawings, or other paragraphs or schedules in the Specifications and Contract Documents.
INSTALL	Contractor shall receive, unload, transport, and temporarily store products at the site of the Work and perform assembly, fitting, installation, application, erection, and similar actions as necessary to incorporate products complete in place and ready for use, including provision of necessary labor, materials, tools equipment, and transportation.
BIDDING DOCUMENTS	The Request For Proposal, Response, Addendum, Architectural Bid Plan, Electrical Bid Plan, Mechanical Bid Plan, and other appurtenant documents used to advertise, bid, evaluate and select the Contractor to do the Work.
EQUAL/	As determined by the Agency as being equivalent,

EQUIVALENT	considering such attributes as durability, finish, function, suitability, quality, utility, performance, and aesthetic features.
SWPPP	Storm Water Pollution Prevention Plan.
BMP(S)	Best Management Practice(s).
ASTM	American Society for Testing Materials; current designation.
AASHO	American Association of State Highway Officials; current designation.
AWWA	American Water Works Association; current designation.
SSPC	Steel Structures Painting Council; current designation.
NSF	National Sanitation Foundation.
DAY	All references to “day” are meant to be calendar day unless noted.
CITY OF VACAVILLE	The City of Vacaville Building Department.

1.3 BONDS.

1. Performance Bond. The bidder to whom the Contract is awarded shall furnish a Performance Bond as provided in Paragraph 8 of the Bidding Documents.
2. Payment Bond. The bidder to whom a Contract is awarded shall provide a Payment Bond as provided in Paragraph 8 of the Bidding Documents.

1.4 WORKERS’ COMPENSATION AND EMPLOYERS LIABILITY INSURANCE.

By his/her/its signature hereunder, Contractor certifies that he/she/it is aware of the provisions of Section 3700 of the California Labor Code which require every employer too be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she/it will comply with such provisions before commencing the performance of the Work of this Contract. The Contractor and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers’ compensation insurance for all of their employees working on or about the construction site, in accordance with the “Workers’ Compensation and Insurance Act,” Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Contractor shall provide employer’s liability insurance with limits of no less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The

Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Agency, its directors, officers, employees and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the Agency; this provision applies regardless of whether or not the Agency has received a waiver of subrogation from the insurer.

1.5 COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE.

The Contractor shall provide and maintain commercial general liability and automobile liability insurance as follows:

1. Coverage. Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- A. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 001)
- B. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

Such liability insurance shall indemnify the Contractor, his/her/its subcontractors and additional insureds against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her/its subcontractors and additional insureds for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles for or on behalf of Contractor.

2. Policy Limits. The Contractor shall maintain limits no less than the following:

A. General Liability. Five Million Dollars (\$5,000,000) per occurrence for bodily injury, death, personal injury, property damage, products liability, blanket contractual liability, ongoing operations and completed operations liability. If Commercial General Liability insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the Work/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the Agency) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability. Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage.

3. Required Provisions. Contractor shall make certain that the general liability and automobile liability policies contain or are endorsed to contain, the following provisions:

A. The Agency, and its directors, officers, employees, subcontractors, Engineer, design professionals or authorized agents and volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent,

if approved in writing, for general liability coverage) with respect to: liability arising out of (i) any and all construction activities, including those related to the Work and ongoing operations performed by or on behalf of the Contractors, including materials, parts, or equipment furnished in connection with the Work; (ii) the completed operations or completed products; (iii) use of premises owned, occupied or used by or on behalf of the Contractor; (iv) use of any vehicles owned, leased, hired or borrowed by or on behalf of the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, and its directors, officers, employees, subcontractors, design professionals or authorized agents and volunteers.

B. For any claims related to this Work, the Contractor's insurance shall be the primary insurance at least as broad as ISO CG 20 01 04 13 with respect to the Agency, and its directors, officers, employees, subcontractors, design professionals or authorized agents and volunteers. Any insurance, self-insurance, or other coverage maintained by the Agency, and its directors, officers, employees, subcontractors, design professionals or authorized agents and volunteers shall not contribute to any claims related to this Work.

C. Contractor's failure to comply with reporting or other provisions of the insurance policies including breaches of warranties shall not affect coverage provided to the Agency, and its directors, officers, subcontractors, design professionals, employees, or authorized agents or volunteers.

D. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Each insurance policy required by this Agreement shall state, or be endorsed to state, that coverage shall not be canceled by: (i) the insurance carrier, except after ten (10) days for non-payment of premium, or (ii) the Contractor, except after thirty (30) days prior written notice by U.S. mail has been given to the Agency.

F. If any policy is cancelled for any reason, the Insurance carrier shall provide written notice of such cancellation within three (3) business days to all those named on the Additional Insured endorsements.

G. The Contractor shall waive all rights of subrogation against the Agency, and its directors, officers, employees, or authorized agents and volunteers for any liability arising out of this Agreement.

1.6 GENERAL INSURANCE REQUIREMENTS. The following general insurance requirements shall apply to all insurance required to be obtained herein:

1. Deductibles and Self-Insured Retentions. Insurance deductibles or self-insured retentions must be declared by the Contractor, and approved by the Solano County Water Agency. At the election of Solano County Water Agency the Contractor shall either cause the insurer to reduce or eliminate such self-insured retentions as respects the Solano County

Water Agency, its directors, officers, employees, and authorized volunteers or the Contractor shall provide a financial guarantee satisfactory to the Solano County Water Agency guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Solano County Water Agency.

2. Acceptability of Insurers. All insurance policies shall be provided through insurance companies with a current A.M. Best financial strength rating of no less than “A-” and a class of no less than “VII” or as otherwise approved in writing by the Agency.

The Contractor agrees it will comply with such provisions before commencing work. All of the insurance shall be provided on policy forms and through companies satisfactory to the Agency. The Agency reserves the right to obtain complete, certified copies of all required insurance policies, including the policy declarations page with endorsement number. Failure to continually satisfy the insurance requirements is a material breach of contract.

3. Evidence of Insurance. Prior to execution of the Agreement, Contractor shall furnish the Agency with copies of certificates and amendatory endorsements effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages, required by these specifications, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.

4. Continuation of Coverage. The Contractor shall, upon demand of the Agency deliver evidence of coverage showing continuation of coverage for at least (5) years after completion of the project. Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against the Agency (if builder’s risk insurance is applicable) to the Agency at least ten (10) days prior to the expiration date.

5. Subcontractors. In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor’s responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above (at least as broad as ISO CG 20 38 04 13). The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the Agency or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any personal injury, bodily injury, death, physical loss, damage or destruction. The Contractor shall, upon demand by the Agency, deliver to the Agency copies of such policies of insurance and the receipts for payment of premiums thereon.

1.7 INDEMNIFICATION.

1. Contract to Indemnify Agency. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless and defend the Agency, its directors, officers, employees, or authorized agents and volunteers, and each of them from and against:

A. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including Contractor and/or Agency, or any directors, officers, employees, subcontractors, Engineer, design professionals or authorized agents and volunteers of Agency or Contractor, and damages to or destruction of property of any person, including but not limited to, Agency and/or Contractor or their directors, officers, employees, subcontractors, Engineer, design professionals or authorized agents and volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this Agreement, including the completed operations, work to be performed under this Agreement, including the completed operations, however caused, regardless of any negligence of Agency or its directors, officers, employees, subcontractors, Engineer, design professionals or authorized agents and volunteers, except the willful misconduct or active negligence of Agency or its directors, officers, employees, subcontractors, Engineer, design professionals or authorized agents and volunteers;

B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;

C. Any and all losses, expenses, damages (including damages to the Work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of the Contractor's obligations under the Agreement. Such costs, expenses, and damages shall include all costs and attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

2. Contractor to Defend Agency. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against Agency or its directors, officers, employees, subcontractors, Engineer, design professionals or authorized agents and volunteers.

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Agency or its directors, officers, employees, subcontractors, Engineer, design professionals or authorized agents and volunteers, in any and all such suits, actions, or other legal proceedings.

Contractor shall reimburse Agency or its directors, officers, employees, subcontractors, Engineer, design professionals or authorized agents and volunteers, for any and all legal expenses, costs or actual damages incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Agency, or its directors, officers, employees, subcontractors, Engineer, design professionals or authorized agents and volunteers.

Contractor's obligation to indemnify Agency or its directors, officers, employees, subcontractors, Engineer, design professionals or authorized agents and volunteers shall survive the termination or expiration of this Agreement.

The provisions of this Indemnity section shall survive termination of the Agreement as to any actions covered by this indemnification occurring during the term of the Agreement.

1.8 RATES AND WAGES.

The contractor and subcontractors shall not pay less than the prevailing rates of wages. Pursuant to the Statutes of the State of California, the Agency has ascertained and determined the general prevailing rate of per diem wages and rates for overtime and legal holidays in the locality in which this Work is to be performed for each craft or type of workman or mechanic needed to execute the Contract. The prevailing wage rate for this Work are on file at the Agency's principal office, which shall be made available to any interested party on request. The prevailing wage rate is also available on the Internet at <http://www.dir.ca.gov/dlsr/pwd>. If those prevailing rates should change during the term of the Contract, the altered rates shall apply to the Work performed after the date of change. The attention of the Contractor is directed to Section 1770 through Section 1780 of the Labor Code, which provides that the Contractor shall forfeit as penalty to the Agency, up to \$200.00, as determined by the Labor Commissioner, for each calendar day or portion thereof for each workman (whether employed by the Contractor or subcontractor), paid less than the stipulated prevailing rates for any Work done under the Contract in violation of the provisions of such Labor Code. The Agency will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wages set forth in the Contract Document. A possibility of wage increases is one of the elements to be considered by the Contractor in determining his proposal and will not under any circumstances be considered as a basis of a claim against the Agency on the Contract. Sections 1810 through 1814 of the Labor Code provide that eight (8) hours labor constitutes a legal day's work. The contractor or subcontractor shall forfeit as penalty to the Agency \$25.00 for each workman employed in the execution of the Contract by the respective contractor or subcontractor for each calendar day during which any workman is required or permitted to labor for more than eight (8) hours in violation of the provisions of the Labor Code except as provided for in Section 1815 of the Labor Code.

1.9 LABOR REQUIREMENTS.

The Contractor shall comply with all applicable requirements of the Labor Code, including but not limited to provisions concerning the employment of apprentices. This work is a public work. Contractor and its subcontractors are subject to the requirements of Chapter 1, Part 7 of the Labor Code, commencing with section 1720, pertaining to public works, and are responsible for ascertaining and applying those requirements. Any person who willfully violates Article 2 of Chapter 1 (Wages) is guilty of a misdemeanor. See Labor

Code section 1777. Violations may also result in debarment. See Labor Code section 1777.1.

1.10 PROGRESSIVE ESTIMATES.

Within ten (10) days of each calendar month, the Contract Officer (or designee) will make in writing and certify to the Agency an estimate which in his opinion is just and fair of the amount and value of the Work completed by the Contractor during the preceding month in the performance of the Contract. In case of Work for which unit prices are named in the Contract, the estimate shall be computed on the basis of said unit prices. In the case of Work for which a lump sum is named in the Contract, the Contract Officer (or designee) may use a breakdown of the lump sum price submitted by the Contractor, provided that such breakdown is submitted within twenty (20) calendar days after the execution of the Contract Agreement in a form acceptable to the Contract Officer (or designee). No payment will be made to the Contractor until such schedule has been submitted to and approved by the Contract Officer. To the figure thus arrived at shall be added any amounts due the contractor for extra Work and the amount of any approved claims for extra cost to the date of the Progress Estimate. The retained percentage hereinafter provided for shall be deducted from the total thus computed and from the remainder there shall be further deducted any amounts due the Agency from the Contractor for supplies or materials provided or services rendered and any other amounts that may be due the Agency under the terms of the Contract. From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the partial estimate for the period. Partial estimates shall not be required to be made by strict measurement, but may be made by measurement or by estimation or partly by one method and partly by the other and it shall be sufficient if they are approximate only. Partial estimates may be withheld or reduced if, in the opinion of the Contract Officer (or designee), the Contractor is not diligently and efficiently endeavoring to comply with the intent of the Contract.

1.11 PROGRESS PAYMENTS.

1. Per Public Contract Code Section 20104.50, the Agency shall make any progress payment to the Contractor within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor, or shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. Upon receipt of a progress payment request, the Agency shall act in accordance with the following:

A. Each payment request shall be reviewed by the Contract Officer as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

B. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

2. The number of days available for the Agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the Agency exceeds the seven (7) day return requirement set forth in paragraph A.2.
3. Said progress payment shall equal ninety percent (95%) of the amount earned by the Contractor during the preceding pay period based on the findings of the Contract Officer (or designee). The five percent (5%) retained will be held by the Agency until the final completion and acceptance of all Work under the Contract. No such progress payment or estimate shall constitute an acceptance of the Work or any portion thereof.
4. The Contractor shall comply with and is subject to the provisions of Public Contract Code Section 7200 et seq, pertaining to retention proceeds withheld from a subcontractor.

1.12 ACCEPTANCE AND FINAL PAYMENT.

1. Upon receipt of written notice from the Contractor that the Work is ready for final inspection and acceptance, Contractor shall work through the process of the City of Vacaville to obtain final sign off of the Building Permit or other required approval. Thereafter, the Contract Officer will promptly make such inspection, and when the Contract Officer finds the Work acceptable under the Contract and the Contract fully performed, the Contract Officer will promptly issue a final certificate, over the Contract Officer's own signature, stating that the Work required by this Contract has been completed. The Agency will then file a Notice of Completion with the County Recorder's Office within ten (10) days after the date of completion as required by the Civil Code of the State of California.
2. Undisputed portions of the final payment and of the retained percentage shall become due the Contractor upon delivery of a complete release by Contractor and all subcontractors of all liens, stop payment notices and claims against the Agency, and the Contract Officer as agent of the Agency, arising out of this Contract, or receipts in full or other acceptable evidence of conformance, in lieu thereof, that there is no indebtedness, including liens, payrolls or material bills connected with the Work which have not been paid for or completely satisfied, relating to said undisputed amounts, and an affidavit that so far as the Contractor has knowledge or information, that the releases and receipts include all the labor and materials for which a lien or stop payment notice could be filed relating to said undisputed amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release. The Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Agency or deposit securities eligible for investment under Public Contract Code Section 22300(c) with Agency or into escrow pursuant to an escrow agreement in a form substantially similar to that set forth in Public Contract Code Section 22300(f), to indemnify the Agency against any lien or stop payment notice. If any lien or stop payment notice remains unsatisfied after all payments are made, the Contractor shall refund to the Agency all monies that the latter may be compelled to pay in discharging such a lien or stop payment notice, including all costs and reasonable attorney's fees.
3. Per the Agency procedure and Public Contract Code section 7107, the retention proceeds withheld from any payment by the Agency from the Contractor, or by the Contractor from any subcontractor, shall be subject to the following:

A. Between thirty-five (35) and sixty (60) days of the date of the completion of the Work of improvement, and subject to the Contractor's furnishing the Agency with releases per Section 2, the retention withheld by the Agency shall be released, and all monies due the Contractor under the provisions of these Contract Documents shall be paid. In the event of a dispute between the Agency and the Contractor, the Agency may withhold from the final payment an amount not to exceed 150 percent of the disputed amount.

B. Within seven days from the time that all or any portion of the retention proceeds are received by the Contractor, the Contractor shall pay each of its subcontractors from whom retention has been withheld, each subcontractor's share of the retention received. However, if a retention payment received by the Contractor is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor, if the payment is consistent with the terms of the subcontract.

C. The Contractor may withhold from a subcontractor its portion of the retention proceeds if a bona fide dispute exists between the subcontractor and the Contractor. The amount withheld from the retention payment shall not exceed 150 percent of the estimated value of the disputed amount.

D. In the event that retention payments are not made within the time periods required by this section, the Agency or the Contractor withholding the unpaid amounts shall be subject to a charge of two percent (2%) per month on the improperly withheld amount, in lieu of any interest otherwise due. Additionally, in any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to attorney's fees and costs.

4. Neither the acceptance of a portion or all of the Work by the Agency or Contract Officer, nor any possession taken by the Agency or its employees of any part of the Work, shall operate as a waiver of any provision of this Contract or any power herein reserved to the Agency or any right of the Agency to collect damages as herein provided. No payment shall operate to release the Contractor or his sureties from obligations under this Contract and under the Performance Bond, Labor and Materials Bond, and other bonds and warranties as herein provided. All prior certificates, upon which partial payments may have been made, being merely estimates, shall be subject to correction in the final payment. The provision of Public Contract Code Section 7100 shall apply to these Acceptance Provisions.

5. Pursuant to Public Contract Code Section 7103.5, the Contractor offers and agrees to assign to the Agency all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract. This assignment shall be made and become effective at the time the Agency tenders final payment to the Contractor, without further acknowledgement by the parties.

6. Contractor may request the Agency disburse any earned retentions into an escrow to be maintained at the Contractor's expense subject to an escrow agreement in a form substantially similar to that set forth in Public Contract Code Section 22300(f). Contractor may direct the investment of those funds and receive the interest and proceeds of the investments on the satisfactory completion of the Project. Contractor is required to pay each subcontractor its portion of sums due, including interest earned from the retention funds.

1.13 QUANTITIES AND UNIT PRICES.

The quantities noted in the schedule are approximations for comparing bids, and no claim shall be made against the Agency for excess or deficiency therein. Payment at the unit and lump sum prices set forth in the schedule will constitute payment in full for the completed Work and will include materials, supplies, labor, tools, machinery, and all other expenditures incident to satisfactory compliance with the Contract, unless otherwise specifically provided.

Under all payment methods, payment shall be considered full compensation for completion of the Work. Compensation for any items of Work described in the contract but not specifically listed in the bid schedule will be included in the payment for item of the Work to which it is subsidiary.

1.14 MEASUREMENT OF QUANTITIES.

The quantities of Work performed will be computed by the Contract Officer (or designee) on the basis of measurements taken by the Contract Officer (or designee), and these measurements shall be final and binding.

1.15 RESOLUTION OF CLAIMS.

Notwithstanding any other provision of this Contract, resolution of claims by the Contractor against the Agency in any amount shall be processed in accordance with the provisions of Article 1.5, Chapter 1, Part 3, Division 2 of the Public Contracts Code, Sections 20104 *et seq.* relating to informal conferences, non-binding judicially supervised mediation and judicial arbitration.

1.16 DISPUTES.

Except as otherwise provided in this Contract, any dispute concerning matters relating to execution, or progress of Work, or interpretation of the Contract shall be decided by the Contract Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor within fifteen (15) days. If the Contractor disagrees with the decision, the Contractor may file a claim pursuant to Section 1.15, Resolution of Claims. Provided that if no such claim is filed, the decision of the Contract Officer shall be final and conclusive. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contract Officer's decision.

1.17 EXTRA WORK.

The Agency, without invalidating the Contract, may order extra Work or make changes by altering, adding to or deducting from the Work, the Contract sum being adjusted accordingly. All such Work shall be executed under the conditions of the original Contract. In giving instructions, the Contract Officer (or designee) shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the purposes or the Work, but otherwise, except in an emergency endangering life or property, no extra Work or change shall be made unless in pursuance of a written order by the Contract Officer and no claim for an addition to the Contract sum shall be valid unless so ordered. The value of any such extra Work or change shall be determined in one or more of the following ways:

- A. By estimate and acceptance in a lump sum.
- B. By unit prices named in the Contract or subsequently agreed upon.
- C. If a lump sum or unit price cannot be mutually agreed upon, the Contractor shall be entitled to the sum of the following costs of doing the extra Work:

1. Direct Labor Costs: Charges for cost of all of the labor provided and used by the Contractor shall be made for manual classification up to and including general foremen. It will not include charges for Assistant Superintendents, Superintendents, Office Personnel, Time Keepers and Maintenance Mechanics. The time charged to extra Work shall be subject to the daily written approval of the Contract Officer and evidence of such daily written approval shall be submitted with the billing. Labor rates used to calculate the costs shall be those so designated in **EXHIBITS F and G**. No time or charges will be allowed except when the men are actually engaged in the proper, efficient and diligent performance or completion of the extra Work as authorized. Overtime shall not be worked without prior approval by the Contract Officer.

2. Equipment Costs: Charges for the rental and operations of the equipment provided and used by the Contractor shall be made for all prime construction and automotive equipment. It will not include charges for equipment or tools with a new cost of one thousand dollars (\$1,000.00) or less. Equipment time charges must be subject to the daily approval of the Contract Officer and evidence of such daily approval submitted with the billing. The equipment rental and operation rates used shall be those agreed upon by the Contract Officer and Contractor prior to commencement of the extra Work. No time or charges will be allowed except when equipment is actually being used for the proper and efficient performance or completion of the extra Work as authorized.

3. Material Costs: Charges for the cost of materials furnished by the Contractor shall be made providing such furnishing was specifically authorized in the Extra Work Order and the actual use verified by the Contract Officer. Charges must be net cost to the Contractor delivered at the job, and vendor's invoice must accompany the billing along with verification use of such materials by the Contract Officer.

4. Tools, Supplies, Overhead, Supervision, and Profit. A charge for tools, supplies, overhead, supervision and profit will be allowed in the amount of fifteen percent (15%) of the total direct Labor Costs, Equipment Cost and Material Costs, as defined above. A maximum charge of an additional five percent (5%) for the prime contractor if

Work is performed by a subcontractor. In the case of joint ventures, each party is considered a prime contractor.

5. Any extra Work performed hereunder shall be subject to all of the provisions of the Contract and the Contractor's sureties shall be bound with reference thereto as under the Contract.

Contractor shall be responsible to increase Bond coverages upon execution of Extra Work Orders.

1.18 CLAIMS FOR EXTRA WORK.

If the Contractor claims any instructions by drawings or otherwise involve extra cost, or if the contractor disagrees with the Contract Officer's determination as to the value of the extra Work or change, the Contractor may file a claim pursuant to Section 1.15, Resolution of Claims. Provided, that no such claim is filed, the determination of the Contract Officer shall be final and conclusive.

1.19 CONTRACT CHANGES AND PAYMENT THEREON.

The Agency may make changes in the Work in the course of construction to bring the completed improvements into compliance with environmental requirements or standards established by state and federal statutes and regulations enacted after the Contract has been awarded. The Contractor shall be paid for such changes in accordance with the provisions of the Contract governing payment for extra Work or change, Sections 1.17 and 1.18.

1.20 ASSIGNMENTS.

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the Agency. Any attempted assignment without prior written consent of the Agency is void and of no effect.

1.21 SUBCONTRACTS.

The Contractor shall comply with the "*Subletting and Subcontracting Fair Practices Act*" of the Public Contracts Code. Each bidder shall set forth in his Proposal the name and the location of the place of business of each subcontractor who will perform Work or labor or render service to the General Contractor in or about the construction of the Work in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid, and the portion of Work which will be done by each such subcontractor. Only competent subcontractors shall be employed on the Work. Workers whom the Contract Officer determines to be incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fail to perform Work properly and acceptably shall be immediately removed from the Work by the Contractor at the direction of the Contract Officer. No changes will be allowed from the approved subcontractor list without the prior written approval of the Contract Officer. The Contractor agrees that he/she/it is fully responsible to the Agency for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he/she/it is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Agency.

1.22 SEPARATE CONTRACTS.

The Agency reserves the right to let other contracts in connection with this Work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate his/her/its Work with theirs. If any part of the Contractor's Work depends for proper execution or results upon the Work of any other contract, the Contractor shall inspect and promptly report to the Contract Officer any defects in such Work that render it unsuitable for such proper execution and results. The Contractor's failure to so inspect and report shall constitute his acceptance of the other contractor's Work as fit and proper for the reception of his Work, except as to defects which may develop in the other contractor's Work after the execution of his Work. To ensure the proper execution of his subsequent Work, the Contractor shall measure Work already in place and shall at once report to the Contract Officer any discrepancy between the executed Work and the Drawings.

1.23 LIENS OR STOP PAYMENT NOTICES.

Neither the final payment nor any part or the retained percentage shall become due until the Contractor delivers to the Agency a complete release of all liens or stop payment notices arising out of this Contract, or receipts in full in lieu thereof and in either case, an affidavit that so far as he/she/it has knowledge or information, the releases and receipts include all the labor and material for which a lien or stop payment notice could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish either: (1) a bond satisfactory to the Agency, to indemnify the Agency against any lien or stop payment notice; or (2) securities pursuant to Section 1.25. If any lien or stop payment notice remains unsatisfied after all payments are made, the Contractor shall refund to the Agency all monies that the latter may be compelled to pay in discharging such a lien or stop payment notice, including all costs and a reasonable attorney's fee. The provisions outlined in Public Contract Code Section 7107 shall be a part of any action taken on liens or stop payment notices.

1.24 CONTRACTOR'S RIGHT TO SUBSTITUTE SECURITIES.

The Contractor may substitute securities for any monies withheld to insure performance under the Contract in strict accordance with Section 22300(c) of the Public Contracts Code of the State of California.

1.25 AGENCY'S RIGHT TO TERMINATE CONTRACT.

1. If the Contractor should be adjudged bankrupt, make a general assignment for the benefit of creditors, if a receiver should be appointed on account of his insolvency, or if he/she/it should fail to meet the requirements of the Contract, the Agency upon the certificate of the Contract Officer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy, provide the Contractor with written notice terminating the Contractor's employment under this Contract. Upon receipt of such notice, the Contractor shall preserve site construction materials and equipment and undertake immediate steps to remedy such default. If the Contractor fails to remedy such default within seven (7) calendar days after receipt of such written notice, the Agency may terminate the Contractor's employment and take possession of the premises and of all materials, tools

and appliance thereon and finish the Work by whatever method the Agency may deem expedient. Upon such action the Contractor shall cooperate with the Agency in all respects in order to allow the Agency to proceed to completion of the Work. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the Work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Agency. The expense incurred by the Agency as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Agency.

2. The Agency may terminate the Contract upon ten (10) days written notice to the Contractor, if Agency finds reasons beyond the control of the parties, which make it impossible, or against Agency's interest to complete the Work. In such a case, the Contractor shall have no claims against the Agency, except for the value of the Work performed to the date of the termination, and the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date of termination if such materials and equipment would be needed in the Work. The value of the Work performed and the cost of materials and shipment delivered to the site shall be determined by the Contract Officer in accordance with the procedure prescribed for the making of a final estimate and payment.

1.26 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT.

If all of the Work of the Project shall be stopped under an order of any court or other public authority for a period of three (3) calendar months through no fault or act of the Contractor or of any employee, subcontractors or agents of the Contractor, then the Contractor may on seven (7) days written notice to the Agency elect to terminate this Contract and recover from the Agency payment for all Work executed to such date of election, any losses sustained on any plant or material and a reasonable profit on the Work completed or done by the Contractor to the date of such written notice. This shall be the sole remedy of the Contractor under this Contract against the Agency, the Engineer, their agents or employees, but the Contractor shall retain all rights and causes of action against any other party than the forenamed for interference with the Contract.

1.27 CONTRACTOR'S UNDERSTANDING.

It is understood and agreed that the Contractor has, by careful examination, satisfied himself/herself/itself as to the nature and location of the Work, existing utilities, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, local traffic, the general and local conditions, applicable environmental laws, and all other matters which can in any way affect the Work under this Contract. No verbal agreement or conversation with any officer, agency or employee of the Engineer or the Agency, either before or after the execution of this Contract, shall affect or modify any one of the terms or obligations herein contained.

1.28 DRAWINGS AND SPECIFICATIONS FURNISHED.

Drawings furnished herewith are for bidding purposes. The Agency will furnish to the Contractor, free of charge, all copies of working Drawings and Specifications reasonably necessary for the execution of the Work.

1.29 DRAWINGS AND SPECIFICATIONS ON THE WORK.

The Contractor shall keep one copy of all current Drawings and Specifications on the Work. If the Contractor, in the course of the Work, finds any discrepancy between the Drawings and the physical condition of the locality, or any errors or omissions in Drawings, or in the layout as given by points and instructions, it shall be his duty to immediately inform the Contract Officer in writing and the Contract Officer shall promptly verify the same. Any Work done after such discovery, until authorized, will be done at the Contractor's risk.

1.30 OWNERSHIP OF DRAWINGS.

All copies of Drawings and Specifications furnished by the Agency are property of the Agency. They are not to be used on other Work, and with the exception of the signed Contract set, are to be returned to the Agency on request, at the completion of the Work.

1.31 CONFLICTS BETWEEN THE SPECIFICATIONS AND THE DRAWINGS.

In case of conflict between the Specifications and the Drawings, the conflict shall be brought to the attention of the Contract Officer who shall resolve such conflict.

1.32 SUPERINTENDENCE AND SUPERVISION.

The Contractor shall keep on the Work during its progress a Superintendent, necessary assistants, and workmen, all of whom are competent and satisfactory to the Agency. The Superintendent shall not be changed except with the consent of the Agency. The Superintendent shall not be changed except with the consent of the Agency, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The Superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. The Contractor shall give proper supervision to the Work, using his best skill and attention. Neither party shall employ or hire any employee of the other party without his consent.

Daily reports shall be maintained by Contractor and Subcontractors and submitted to the Agency no later than weekly or by request from Agency. Daily reports must contain, at a minimum, the information outlined in the sample "Foreman's Daily Report" provided by Agency.

1.33 TOOLS AND EQUIPMENT.

The Contractor must provide adequate equipment and facilities to perform properly the Work in a responsible manner in accordance with these Contract Documents. If, at any time before the commencement or during the progress of the Work, tools, plant, or equipment appear to the Contract Officer to be insufficient, inefficient, or inappropriate to secure the quality of the Work required or the proper rate of progress, the Contract Officer may order the Contractor to increase their efficiency, to improve their character, to augment their number, or to substitute new tools, plant, or equipment as the case may be, and the

Contractor must conform to such order; but the failure of the Contract Officer to demand such increase in efficiency, number, or improvement shall not relieve the Contractor of his obligation to secure the quality of Work and the rate of progress necessary to complete the Work within the time required by the Contractor to the satisfaction of the Agency.

1.34 INSPECTION OF WORK.

The Agency and their authorized agents, as well as the Engineer and his representatives shall at all times have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. If the Specifications, the Contract Officer's instructions, law, ordinances or any public authority require any Work to be specially tested or approved, the Contractor shall give the Contract Officer (or designee) timely notice of its readiness for inspection and, if the inspection is by an authority other than the Contract Officer (or designee), of the time fixed for such inspection. Inspections by the Contract Officer (or designee) shall be made promptly and where practicable, at the source of supply. If any Work should be performed without prior written approval or consent of the Contract Officer (or designee), it must, if required by the Contract Officer, be exposed for examination at the Contractor's expense, irrespective of whether the Work exposed is found to be defective or not. Re-examination of questioned Work may be ordered by the Contract Officer, and if so ordered, the Work must be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the Agency will pay the cost of re-examination and replacement. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such cost, unless he shall show that the defect in the Work was caused by another contractor, and in that event, the Agency will pay such cost. The inspection of the Work shall not relieve the Contractor of any of his obligations to fulfill his Contract as herein prescribed, and defective Work shall be made good, and unsuitable materials may be rejected, notwithstanding that such Work and materials have been previously overlooked by the Contract Officer (or designee) and accepted or estimated for payment. If the Work, or any part thereof, shall be found defective at any time before the final acceptance of the whole Work, the Contractor shall within ten (10) calendar days make good such defect without compensation in a manner satisfactory to the Contract Officer. If the Contractor shall fail or neglect to make ordered repairs of defective Work or to remove condemned materials from the Work within ten (10) calendar days after direction by the Contract Officer in writing to do such repair Work or remove such materials, the Agency may make the ordered repairs or remove the condemned materials and deduct the cost thereof from any monies due the Contractor.

1.35 SAMPLES AND TESTS.

At the option of the Contract Officer (or designee), the source of supply of each of the materials shall be approved by Contract Officer (or designee) before the delivery is started and before such material is used in the Work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the Work for testing or examination as requested by the Contract Officer (or designee). All tests of materials provided by the Contractor shall be made in accordance with the commonly recognized standards of national technical organizations and such special methods and tests as are prescribed in these Specifications. The

Contractor shall provide the Agency three certified copies of all required factory and mill test reports. Any materials shipped by the Contractor from a factory or mill prior to having satisfactorily passed such testing and inspection by a representative of the Agency shall not be incorporated in the Work, unless the Contract Officer shall have notified the Contractor in writing that such testing and inspection will not be required. The Contractor shall provide, without charge, such samples of materials as are requested by the Contract Officer (or designee). No material shall be used until it has been approved by the Contract Officer (or designee). Samples will be secured and tested whenever necessary to determine the quality of the material. Independent inspection and/or testing of Work and materials may be required as a part of this contract and may be specified in the appropriate subsection. The inspection of materials shall not relieve the Contractor of the obligations under the Contract, and the Contractor shall replace or repair such equipment, materials, or Work found to be defective or otherwise not to comply with the requirements of the Contract up to the end of the guaranty period.

1.36 CONTRACT OFFICER'S STATUS.

The Contract Officer will have general supervision and direction of the Work. Where appropriate, the Contract Officer may designate some Contract Officer's duties stipulated in the Contract Documents to authorized agents, such as the Engineer or others, for assistance and performance without relinquishing any authority or final decision and veto power over decisions made by authorized agents. The Contract Officer shall give all orders, lines, grades and directions contemplated under the Contract. Contract Officer has authority to stop the Work whenever such stoppage may be necessary to insure the proper execution of the Contract. Contract Officer shall also have authority to reject all Work and materials, which do not conform to the Contract, to direct the application of forces to any portion of the Work, as in his judgment is required, and to order the force increased or diminished, and to decide questions, which arise in the execution of the Work. The undertaking of periodic inspections by the Contract Officer shall not be construed as supervision of the actual construction nor make the Contract Officer or the Agency responsible for providing a safe place for the performance of the Work by the Contractor, subcontractors or suppliers, or by agents or employees of the Contractor, subcontractors or suppliers; or for access, visits, use, Work, travel or occupancy by any person.

1.37 PROTECTION OF WORK AND PROPERTY.

The Contractor shall maintain continuously adequate protection, including the erection of temporary fences if required, of all his Work from damage and shall protect private landowner or Agency property from injury or loss arising in connection with this Contract. Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Agency. Contractor shall protect adequately adjacent property which shall include livestock and crops. Contractor shall provide and maintain all right-of-ways, passageways, barricades, lights, and other facilities for protection required by public authority or local conditions. The Contractor shall use extreme care during construction to prevent damage from dust to adjacent property. The Contractor shall sprinkle the right-of-way or take other dust abatement preventive measures as directed by the Contract Officer (or designee). The Contractor shall be responsible for all damage or injury, which may be caused on any

property by trespass by the Contractor or his employees in the course of their employment, whether the said trespass was committed with or without the consent or knowledge of the Contractor. The Contractor shall be responsible for any damage caused by drainage or storm water run-off from construction areas and from construction plant areas. In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Contract Officer, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he/she/it shall so act, without appeal, if so instructed or authorized.

1.38 RESPONSIBILITY FOR REPAIR OF WORK.

Until the completion and final acceptance by the Agency of all Work under and implied by this Agreement, the Work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, and restore any damages or defects that occur under its care regardless of the cause of damage.

The Contractor shall provide and maintain builder's risk (course of construction) or an installation floater (for materials and equipment) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by the Agency. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The Policy shall be endorsed with the Agency, its director, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating insurable interest by or for the Agency or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the Agency.

1.39 RESPONSIBILITY REGARDING EXISTING UTILITIES, STRUCTURES AND PRIVATE PROPERTY.

Pursuant to Section 4215 of the Government Code, the Agency agrees to assume the responsibility, between the parties to the Contract, for the timely removal, relocation, or protection of existing main or trunk-line utility facilities located on the site of any construction project that is a subject of the Contract, if such utilities are not identified by the public agency in the Plans and Specifications made a part of the invitation for bids.

The Contractor shall be compensated for the costs of locating and repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy and for equipment on the Project necessarily idled during such Work. The Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of the Agency or the owner of the utility to provide for removal or relocation of such utility facilities. Nothing herein shall be deemed to require the Agency to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve the Agency from identifying main or trunk-lines in the Plans and Specifications.

Nothing herein shall preclude the Agency from pursuing any appropriate remedy against the utility for delays, which are the responsibility of the utility.

Nothing herein shall be construed to relieve the utility from any obligation as required either by law or by Contract to pay the cost of removal or relocation of existing utility facilities.

If the Contractor, while performing the Contract, discovers utility facilities not identified by the Agency in the Contract, Plans or Specifications, immediately notify the Agency and utility in writing.

The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation Work or permit the Contractor to do such repairs or relocation Work at a reasonable price.

The Contractor shall adequately protect all private and the Agency property within the construction area including pipelines, structures and existing irrigation and drainage facilities whether or not same are shown on the Drawings. Any such facilities damaged shall be repaired or replaced to the satisfaction of the Contract Officer. There shall be no additional cost to the Agency for such repair or replacement.

The Contractor shall utilize the Regional Notification Center (Underground Services Alert) and pay all fees and abide by all requirements of such Center and Government Code Section 4216 et seq., in advance of any excavation.

1.40 LAWS TO BE OBSERVED.

The Agency is subject to laws relating to public agencies which are part of the Contract as though fully set forth herein. The Contractor shall keep itself fully informed of all existing and future State and National laws, ordinances and regulations of the Agency, and the Division of Industrial Safety, and the applicable jurisdictional regulatory agencies, including but not limited to the California Air Board, California Department of Fish and Game, US Army Corps of Engineers, US Fish and Wildlife Service, NOAA National Marine Fisheries Service, which in any way affect those engaged or employed in the Work, or which in any way affect the conduct of the Work, and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor, himself, shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Agency, the Engineer and all of its or their officers, agents, servants, and volunteers against any claim or liability arising from or based on the violation of any such laws, ordinances, regulation, orders, or decrees, whether by themselves or their employees. If any discrepancy or inconsistency is discovered in the Plans, Drawings, Specifications or Contract for the Work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Contract Officer and Engineer in writing.

1.41 SANITATION.

The Contractor shall provide adequate sanitary facilities according to state laws and local ordinances.

1.42 SAFETY.

The Contractor shall execute and maintain Work so as to avoid injury or damage to any person or property. The Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of Work.

In carrying out Work, the Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and life-saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed at the active construction site.

1.43 ACCIDENTS.

The Contractor shall provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the Work. The Contractor must promptly report in writing to the Agency all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on, or adjacent to, the site, which caused death, personal injury, or property damages, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Contract Officer and the Agency. If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Agency, giving full details of the claim.

1.44 NON-DISCRIMINATIONS OF EMPLOYMENT.

The Contractor's attention is called to Section 1735 of the Labor Code which reads as follows:

A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.

The Contractor shall post all necessary notices and provide the Agency certification that he/she/it is in full conformance with these regulations.

1.45 FAIR EMPLOYMENT PRACTICES.

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant as detailed in Government Code Section 12940. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without respect to any discriminatory practice. The Contractor shall post in conspicuous places available to employees and applicants' provisions of the Fair Employment Practices Act.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the Agency, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this Contract.

1.46 MINORITY AND SMALL BUSINESS PARTICIPATION.

Positive efforts shall be made by the Contractor to utilize small business and minority owned business sources of supplies, service and Work. Positive efforts should be such as to allow such sources the maximum feasible opportunity to compete for all Work.

1.47 POLLUTION.

The Contractor shall conform to all federal, state and local requirements regarding environmental pollution. Comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970.

1.48 CLIMATIC CONDITIONS.

The Contract Officer may order the Contractor to suspend Work that may be subject to damage by climatic conditions.

1.49 RIGHTS-OF-WAY.

Except as noted herein, the Agency will provide the right-of-way for permanent works and access to the Worksite. The Contractor will be permitted to use the right-of-way for access and construction purposes. The Contractor shall properly maintain or restore all private roads, lanes, walkways, bridges, culverts, gates, fences and other structures that are damaged or removed by him. Upon completion of the construction Work, the Contractor shall restore ground surfaces and access roads to the original condition and to the satisfaction of the Contract Officer at no additional cost to the Agency. The Contractor shall not be entitled to extra compensation for hardships and increased cost caused by the Work being routed adjacent to telephone, telegraph or communication lines and guy wires, power-lines and guy wires, pipelines, drains, and other obstacles which may physically restrict or limit the use of the construction right-of-way. In some cases, such physical confinement may necessitate special methods of construction of the Work.

1.50 ROYALTIES AND PATENTS.

The Contractor shall pay all royalties and license fees. Defend all suits for infringement of any patent rights and shall save the Agency harmless from loss on account thereof, except that the Agency shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent he shall be responsible for such loss unless he promptly gives such information to the Contract Officer.

1.51 PERMITS AND RESPONSIBILITIES.

The Contractor shall, without additional expense to the Agency, obtain all licenses and permits, unless specified otherwise, required for the prosecution of his Work. Copies of all such licenses and permits shall be provided to the Agency before commencement of such Work. Contractor shall be responsible for all damages to persons or properties that occur as a result of his fault or negligence in connection with the prosecution of the Work.

1.52 TAXES AND FEES.

The Contractor shall pay all sales and other taxes that may be required by law, and all license and other fees that may be required by an agency having jurisdiction.

1.53 DELAYS AND EXTENSION OF TIME.

If the Contractor be delayed at any time in the progress of the Work by any act or neglect of the Agency or its agents or employees, or by any other contractor employed by the Agency, or by changes ordered in the Work, or by strikes, lockouts, fire, climatic conditions, unusual delay in transportation, Act of God, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Contract Officer, or by any cause which the Contract Officer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Contract Officer may order in writing. No such extension shall be made for delay occurring more than seven (7) calendar days before claim, therefore, is made in writing to the Contract Officer. In the case of a continuing cause of delay, only one claim is necessary. If no schedule or agreements stating the dates upon which Drawings shall be provided is made, then no claim for delay shall be allowed on account of failure to provide Drawings until two (2) weeks after demand for such Drawings and not then unless such claim be reasonable. If the Contractor disagrees with the Contract Officer's decision, the Contractor may file a claim pursuant to Section 1.15, Resolution of Claims. Provided that if no such claim is filed, the decision of the Contract Officer shall be final and conclusive.

1.54 CONTRACTOR NOT RESPONSIBLE FOR COSTS RELATED TO DAMAGE FROM ACTS OF GOD.

In accordance with Public Contract Code Section 7105, the Contractor shall not be responsible for the cost of repairing or restoring damage to the Work, which damage is determined to have been proximately caused by an Act of God, in excess of five percent (5%) of the contracted amount, provided, that the Works damaged were built in accordance with the Plans and Specifications.

1.55 CLEAN-UP.

During the progress of the Work, the Contractor shall maintain the site and related structures and equipment in a clean, orderly condition and free from unsightly accumulations of rubbish. Upon completion of the Work, the Contractor shall remove from the vicinity of the Work all buildings, unused materials, rubbish, staged materials, and other like items, belonging to him or used under his direction during construction, and in the event of his failure to do so, the same may be removed by the Agency after ten (10) calendar days' written notice to the Contractor at the expense of the Contractor, and his surety or sureties shall be liable therefore. No direct payment will be made to the Contractor for any clean-up Work, but all compensation, therefore, shall be included in the prices bid in the schedule for the various items of Work.

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EXHIBIT C

SPECIAL CONDITIONS

2.1 AMENDMENT TO GENERAL CONDITIONS.

SWPPP Although no SWPPP is required for this Work, the Contractor shall still implement appropriate SWPPP practices.

2.2 REQUIREMENTS.

It is required that there be completed in accordance with the Contract Documents the 810 Vaca Valley Parkway, Suite 202 Project for the Solano County Water Agency (Agency).

2.3 DESCRIPTION OF THE WORKSITE.

The Worksite is located in Solano County at 810 Vaca Valley Parkway, Suite 202, Vacaville, California (“**Condominium**”). The work consists of tenant improvements to the Condominium.

2.4 ORDER OF COMPLETION.

The Contractor shall submit to the Contract Officer within fourteen (14) days after the date of the Notice to Proceed, a Project Schedule which shall show the date in which the Contractor will start the Work and estimated date of completion. The Project Schedule shall include the time required to comply with the permit approval process of the City of Vacaville. Order of Completion is at the discretion of the Contractor.

2.5 PRECONSTRUCTION CONFERENCE.

Prior to the start of construction, the Contract Officer will conduct a preconstruction conference. At the conference the Contract Officer will review the Work with the Contractor and other interested parties.

2.6 PROVISIONS BY THE CONTRACTOR.

Unless otherwise stipulated, Contractor shall provide and pay for all materials, labor, tools, equipment, light, power, water, transportation and other facilities necessary for execution and completion of Work. All provisions shall be serviceable and clean. Materials shall be of good quality. Contractor shall, if requested, provide satisfactory evidence as to the kind and quality of materials.

2.7 ACCESS TO THE WORK.

The Contractor shall access the site as directed by the Agency. Control and restriction of public access to the property shall be the Agency's responsibility. Contractor shall ensure all access points are closed and locked at the conclusion of each day.

2.8 LIQUIDATED DAMAGES.

Agency and the Contractor agree and stipulate that damage will be sustained by the Agency from any delays in the performance of this Contract, and it is currently contemplated by the parties, and estimated by the parties, that it will be impracticable and extremely difficult to fully ascertain and determine the actual damage which the Agency will sustain by such delays. The parties agree that they shall be deemed to have jointly studied and attempted to estimate the damages suffered by the Agency by such a delay under these circumstances and to agree and stipulate by this Contract that the sum of two hundred fifty dollars (\$250) per day for each and every additional calendar day beyond the full time of completion provided to complete all Work on the project has been agreed to by the parties as a fair estimate of the damage to be suffered by the Agency from and as a direct result of additional delays. The time set for completion of Work is set forth in the Instructions to Bidders.

2.9 GUARANTY.

In addition to specific guaranties where stated elsewhere, the Contractor hereby agrees to pay to the Agency or to make at their own expense all repairs, replacements, or payments necessitated by defect in materials or workmanship supplied under the terms of this Contract which exist within one (1) year after the date of final acceptance of the Work. The Contractor shall be fully responsible for all direct and indirect damages and expenses to the Agency caused by such defects in materials or workmanship, including defects in materials and workmanship supplied to the Contractor by a subcontractor or manufacturers of equipment. As to any equipment or materials, which bear a guaranty or warranty in writing or by law for a period longer than one (1) year, the guaranty or warranty shall be for such longer periods. The effective date for the start of the guaranty or warranty period for equipment qualifying as substantially complete, shall be upon the time the Agency takes possession and operation of such equipment or materials. The Contractor also agrees to hold the Agency harmless from liability of any kind, arising from damage due to such defects. The Contractor shall make all repairs and replacements or payments promptly upon receipt of written order for the same from the Agency. If the Contractor fails to make the repairs or replacements or payments promptly, the Agency may do the Work and the Contractor and his surety shall be liable for the costs thereof. Any additional requirements for the Project relative to correction of defective Work after final acceptance are provided for hereafter in this agreement.

2.10 EXPLOSIVES.

Explosives will not be permitted for any Work in this Contract.

2.11 WATER AND AIR POLLUTION REQUIREMENTS.

The Contractor shall implement all possible measures to minimize any potential impacts on water quality.

- (1) All Contractor fuels, oils, greases, and other petroleum products shall be stored away from any tributary drainage or marsh areas.
- (2) All Contractor vehicles and equipment shall undergo periodic inspection and maintenance to minimize the potential of leaks or spills of oils, grease, or hydraulic fluid.

The Contractor shall comply with all laws set by the Yolo–Solano Air Quality Management District regarding smoke and dust generated within the project area.

2.12 PLANS AND DRAWINGS.

The following plans and drawings are made a part of these Special Conditions:

Sheet No.	Title	Dwg. No.
1-13	Architectural Plans	
	Mechanical Plans	
	Electrical Plans	

EXHIBIT D
REQUEST FOR PROPOSAL AND RESPONSE

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SOLANO COUNTY WATER AGENCY

October 20, 2021, 2021

REQUEST FOR QUALIFICATIONS/PROPOSAL

TENANT IMPROVEMENTS FOR AN EXISTING BUILDING, FOR USE AS AN EXPANSION OF THE HEADQUARTERS OFFICE

Solano County Water Agency (“**SCWA**”) invites responses from qualified firms, partnerships, corporations, associations, persons, or professional organizations to enter into an agreement with SCWA for the following project (“**Project**”):

**Tenant improvements to an existing building for a new SCWA office at
810 Vaca Valley Parkway Vacaville, CA**

Interested firms or persons are invited to submit their qualifications as described below, with one (1) original and five (5) copies of requested materials, along with a complete electronic version on a USB drive to:

**Solano County Water Agency
Attn: Alex Rabidoux, Principal Water Resources Engineer
810 Vaca Valley Parkway Suite 203 Vacaville, CA 95688**

Written questions regarding this Request for Qualifications/Proposal (“**RFQ/RFP**”) may be directed to the Project Manager: Terra Realty Advisors, Inc. Attention: Tim Fitzpatrick, Phone: (707) 639-1000; Fax: (707) 312-5200; e-mail tfitzpatrick@tra-inc.net. All requests must be in writing and e-mailed to Tim to assure all participants have access to the same information.

All responses must be received by December 17, 2021, no later than 3:00 p.m.

This RFQ/RFP is not a formal request for bids or an offer by SCWA to contract with any party responding to this document. SCWA reserves the right to reject any and all responses. SCWA also reserves the right to amend this RFQ/RFP as necessary. All materials submitted to SCWA in response to this RFQ/RFP shall remain the property of SCWA.

REQUEST FOR QUALIFICATIONS/PROPOSAL

SCWA invites qualified firms to submit a Statement of Qualifications and Proposal related to its ability to provide construction services with respect to the design assist and construction of the Project described herein. In general, the firm(s) selected as a result of this process (“**Firm**”) will provide pre-construction services on behalf of SCWA in the development of the Project, and thereafter work cooperatively with the SCWA Board, staff and consultants, the design team, and the project manager, to facilitate the timely completion of the Project. A copy of the public notice is attached as **Exhibit B**.

SCWA wishes to retain a Firm that has the financial strength, management and expertise to deliver the Project within the proposed schedule and within an established budget. In addition, SCWA requires the selected Firm to agree to the additional requirements as set forth in the attached Solano County Water Agency Pre-Qualifications document (Exhibit C). SCWA reserves the right to choose individual members of the Firm or the entire Firm. The Firm and all sub-contractors will comply with the prevailing wage laws. The Firm will be selected based on qualifications and demonstrated competence that include relevant experience with public construction, and a proven track record for cost-efficient and timely construction. A “best value” method of selection will be utilized. The “best value” method includes, but is not limited to, the following selection criteria:

1. Technical expertise;
2. Team experience;
3. Recent completion of similar projects;
4. Proximity of offices and availability of qualified staff;
5. Lifecycle / maintenance / operation costs;
6. Prior experience with SCWA staff and current consultants
7. Skilled labor force;
8. Safety record;
9. Local hiring commitment;
10. Ongoing training and apprenticeship program;
11. LEED Certifications and knowledge;
12. Design / value engineering approach;
13. Project approach; and
14. Schedule.

Creative solutions are encouraged, adversarial relationships are not. For example, the successful Contractor will perform constructability reviews of the Architect’s schematic, design development and construction documents, and value engineering of materials, systems and methods. The successful Contractor will engage subcontractors with high qualifications and experience, and to the extent possible based or with a strong presence in Solano County which is also important. SCWA’s goal is to create an environment where trust and teamwork prevent disputes and foster a cooperative bond for everyone’s benefit; to facilitate the completion of a successful, high quality, on budget, on time project for SCWA.

The Contractor shall retain, at their sole expense, qualified: mechanical, plumbing, and electrical design build firms (outline specs to be provided by Architects), and other approved and/or required consultants to finish all documentation necessary to:

1. Obtain a building permit:
2. Obtain all required proposals necessary for the Contractor to issue a guaranteed maximum price (GMP) to SCWA prior to the start of construction.

I. **Description of Project.** The Project for which SCWA is seeking responses is indicated in **EXHIBIT A** attached hereto.

II. **Description of SCWA's Needs and Project Administration**

A. **General Information**

1. SCWA intends to select the Firm that best meets SCWA's needs to perform the construction services as described in this RFQ/RFP. The Firm will be SCWA's representative in relation to any trade contractors hired by the Firm, and will insure compliance with the Project plans ("**Project Plans**").
2. The Firm's responsibilities during the planning stages will include:
 - (a) **Constructability Review.** Review design documents for constructability, scheduling, clarity, consistency and coordination.
 - (b) **Value Engineering.** Undertake a value engineering analysis and prepare reports with recommendations to SCWA to maintain the established budget.
 - (c) **Meetings.** Participate as necessary in meetings with members or representatives of the community with an interest in the Project.
 - (d) **Schedules.** Prepare and continually update master schedules for the Project per the preliminary master schedule and milestones established by SCWA.
 - (e) **Budgets.** Prepare and continually update budgets for the Project.

B. **Financial Structure**

1. The Project will be funded from various internal sources, and any agreement reached will conform to the statutory framework as set forth by SCWA's legal counsel.
2. The Firm shall enter into a pre-construction services agreement with SCWA to perform a constructability review, develop estimates, review the Project Plans,

develop specific cost reduction strategies to address budgetary constraints maximizing the value to the Project of those cost reduction efforts, prepare conceptual and detailed plans and specifications, along with a Guaranteed Maximum Price (**GMP**) agreement to complete the construction.

C. Schedule

The Project must be fully completed by the dates indicated in **EXHIBIT B**.

D. District Project Management Description

Terra Realty Advisors, Inc., Tim Fitzpatrick project manager will be the primary point of contact between the Firm and SCWA.

III. Submittal Requirements

All responses must be concise, well organized, and demonstrate the Firm's qualifications. Responses shall follow the format outlined below. Responses shall be no longer than thirty (30) pages, 8½" x 11" paper, inclusive of resumes, forms, and pictures, and tabbed according to the numbering system reflected below.

A. Cover Letter.

B. Table of Contents

C. Firm Information

1. Name, address, and brief history of the Firm. Please include any former names of the Firm and the number of years the Firm has participated in construction as a general contractor.
2. Organizational chart of the Firm.
3. A description of the Firm and its organizational structure. Resumes of personnel to be involved with the Project should be included, including their public sector construction experience. Upon engagement, any change in personnel must be approved by the Agency. The Firm shall be responsible for any additional costs incurred by the engagement of a change in personnel.
4. Provide the volume of completed construction in dollars for each of the past five (5) years and projects in progress.
5. Provide a statement regarding the Firm's availability and resources.
6. Provide a statement on financial resources, bonding capacity, and insurance coverage.

7. Provide a claims statement: Submit a statement indicating any and all suits or claims in which the Firm or its personnel instigated or was named in litigation regarding construction projects within the past five (5) years.
8. Contractor license number and whether license has been revoked or suspended in the last five (5) years.
9. Provide signatory status.
10. Location of nearest local office and main office, if different.
11. Provide the following information:
 - Your fee for managing the Project, expressed as a percentage of the total hard construction cost. This Project will be subject to prevailing wage requirements
 - Your monthly general conditions costs, including a line item breakdown
 - Your bonding rate for performance bond
 - Your fee to manage the pre-construction work as outlined in this RFP/RFQ
 - Your general liability insurance rate, expressed as a percentage of the final hard construction cost

D. Prior Relevant Experience. SCWA prefers to contract with a Firm that has direct experience on projects of similar scope and structure, located in the geographic vicinity of the current SCWA office @ 810 Vaca Valley Parkway Vacaville, CA.

1. List projects your Firm has been involved with for the past seven (7) years that satisfy the following factors:
 - (a) The project is located within approximately fifty (50) miles of SCWA's administrative offices;
 - (b) The total project contracts exceed \$1 million; and
 - (c) The owner is a public entity.

For these projects, provide a contact name and telephone number for the owners and indicate which key Firm personnel worked on each project.

2. List projects your Firm has successfully completed that have some or all of the following obstacles, including the creative solutions from the Firm on how these obstacles were overcome:
 - (a) A very aggressive schedule;

(b) Significant budgetary restrictions.

(c) Be prepared to expand upon the following:

- (i) What you did to deal with the complexity of the project,
- (ii) The needs of the clients on site,
- (iii) Minimize inconveniences, and
- (iv) Maximize safety.

3. List other projects you would like SCWA to consider in its evaluation.

E. Assurances

The Firm must acknowledge each of the following items and confirm that it will be willing and able to perform these items:

1. **Preconstruction Services:** The Firm shall provide services that relate to the organization and development of the Project prior to the start of construction including the following:

- (a) **Site Evaluation:** Consult with SCWA staff in relation to the existing site. The Firm shall make site visits, as needed to review the current site conditions. Based on its evaluation, the Firm shall make recommendations in order to minimize unforeseen conditions.
- (b) **Project Plans Review:** Provide Project Plans review and constructability services with an emphasis on ensuring that the Project can be completed within the established schedule and within the available budget.
- (c) **Design Team Meetings:** Attend meetings in Vacaville with the design team at a minimum of every two weeks (approximately 2 hours).
- (d) **Value Engineering:** Provide a detailed analysis of all major Project systems with an emphasis on possible value engineering possibilities.
- (e) **Detailed Construction CPM Schedule:** Produce detailed construction CPM schedules to be incorporated into the Project documents including identification of the Project critical path and agency approvals.
- (f) **Preliminary and Detailed Estimates:** Provide preliminary construction estimates using like-kind construction costs. Upon receipt of the Project Plans, provide detailed construction estimates showing the values of all major components of the Project.

- (g) **Trade Contractors:** Provide the name(s) and scope(s) of work of each trade contractor for the trades that the Firm intends to use on the Project and who will perform more than five percent (5%) of the work of the Project:
- (h) **Consultants:** Provide names of proposed Mechanical Electrical Plumbing consultants to be used on Project.
- 2. **Construction Planning:** Plan the phases and staging of construction, staging areas, temporary fencing, access, on-site office area, etc. as required.
- 3. **Method and Strategic Plan:** Describe your proposed method and strategic plan.
- 4. **Other services:** Any other services that are reasonable and necessary to control the budget and schedule. List those areas where sub-consultants will be required and where the Firm has in-house expertise. Provide resumes of persons providing each of these services and for key personnel assigned to the Project.
- 5. **Construction Services**
 - (a) **General Conditions:** List what is included in the Firm's general conditions (including full-time and part-time personnel) and a monthly value of the general conditions. Indicate what would be included as a cost of work vs. a line item in the general conditions.
 - (b) **Management of Project:** Administer and coordinate on a daily basis the work of all trade contractors the Firm hires to work on the Project. Enforce strict performance, scheduling, and notice requirements. Document the progress and costs of the Project. Report proactively on potential schedule impacts. Recommend potential solutions to schedule problems.
- 6. Work cooperatively with SCWA and the design team, and all of the Firm's trade contractors to ensure the Project is delivered on time and within budget.
- 7. Coordinate and attend job site meetings, at least weekly to start, and prepare and circulate minutes. Evaluate and process payment applications and verify progress. Evaluate and process change order requests if the Firm intends to seek reimbursement from SCWA.
- 8. Evaluate and track requests for information ("**RFI's**") and responses. Advise SCWA as to status and criticality of RFI's. Evaluate and track submittals, substitutions and change orders. Work with SCWA and its design team to develop lists of incomplete or unsatisfactory work ("punch lists").

9. Submit necessary reports to state authorities. Ensure that all other Project participants submit necessary documentation.
10. The following shall be in a sealed envelope as part of your response. All information, as set forth, is required:
 1. A Fee Proposal letter, signed by an officer of the Contractor stating the costs charged for the professional services as follows:
 - A. Preconstruction Services \$_____ Lump Sum
 - B. Monthly General Conditions Cost \$_____ (include a line item breakdown*)
 - C. Fixed Fee
All overhead & profit (including Prime contract & all change orders) expressed as a percentage of the total construction cost. _____%
 - D. Estimate the percentage of self performed work. _____%
 - E. State the percentage fee of the total construction cost for liability insurance, to be paid by the Agency _____%
 - F. State the percentage cost of the total construction amount to provide a 100% Performance bond. _____%
 - G. State the percentage cost of the total construction amount to provide a 100% Labor & Material bond. _____%
 2. A letter stating that all of the Fixed Fees and costs are valid for a period of 90 days from date of submission. All phone & fax charges as well as all travel in the Greater Bay Area/Sacramento region are to be included in the pre-construction costs, general conditions, & OH&P.

IV. District's Evaluation Process

- A. SCWA will review and evaluate all submitted documents received per this RFQ/RFP.
- B. Submittals will be opened privately to assure confidentiality and avoid disclosure of the contents to competing respondents prior to and during the review, evaluation and negotiation processes. However, to the extent that the submittals are public records under California law, the submittals may be released to the public if requested by members of the public.
- C. Submittals will be reviewed for responsiveness and evaluated pursuant to established objective criteria, with particular attention to, without limitation, each respondent's qualifications, demonstrated competence in like construction, and the Firm's ability to integrate its personnel with the SCWA's staff and consultants.
- D. Special consideration will be given to the following Firms:

- a. Firms with a current, established presence in Solano County,
 - b. Firms that emphasize local (Solano County) hiring practices for sub-contractors and other trades,
 - c. Firms that have an established training and apprenticeship program.
- E. After the submittals are evaluated and/or ranked, SCWA, at its sole discretion, may elect to interview one or more firms. Adequate time will be allowed for presentation of qualifications followed by questions and answers.
- F. If a commitment is made, it will be to the most qualified respondent with whom SCWA is able to successfully negotiate the terms and conditions of the required agreement documents.
- G. Final selection of a Firm, terms and conditions of any and all agreements and authority to proceed with noted construction services, shall be at the sole discretion of SCWA.
- H. SCWA staff will recommend firm(s) to the SCWA's Board that, in staff's opinion, are most qualified and will issue a letter of intent to commence negotiations of services to those firm(s).
- I. If SCWA is unable to successfully negotiate a satisfactory agreement with terms and conditions SCWA determines to be fair and reasonable, SCWA may then commence negotiations with the next most qualified Firm in sequence until an agreement is reached or determination is made to reject all submittals.
- J. SCWA may, at its sole discretion, not proceed with this Project, or accept or reject any and all proposals submitted in response to the RFQ/RFP & interview. SCWA is not responsible for any costs incurred by Contractors in the preparation of a proposal. All work products submitted to SCWA by the Contractor shall remain the property of SCWA, including electronic media. If additional information is required, this request shall be in writing. All site visit arrangements shall be coordinated through the Project Manager.
- K. It is anticipated that work shall start immediately, per the attached schedule, upon selection of the Contractor. Please include verification as to your ability to meet the schedule as part of your submittal.

EXHIBIT A

The following is a list of documents attached to this RFP:

1. Space plan documents prepared by Brereton Architects, dated 4-19-2021
2. Design Build Specifications for MEP prepared by Brereton Architects, date 10-2-21
3. As-Built shell plans for 810 Vaca Valley Parkway prepared by The Phillips Group

EXHIBIT B

DESCRIPTION OF PROJECT, INCLUDING SCHEDULE AND BUDGET

Project Description

Attached are space plans showing the conceptual interior build-out for the building, completed by Brereton Architects, which are subject to change and/or modification by SCWA.

Selection Schedule:

4. Issuance of Request for Proposal	October 20, 2021
5. Mandatory Site Walk:	November 9, 2021
6. All Questions Submitted:	November 15, 2021
7. Publish Responses to Questions:	November 19, 2021
8. Final Proposals Due:	December 17, 2021
9. Interviews, if Necessary:	Week of January 10, 2022
10. Selection of Contractor*:	Week of January 17, 2022

Project Schedule

The selected Firm shall immediately start to work with the project team including Brereton Architects, Terra Realty Advisors, Inc. and SCWA to assist in the preparation of final constructions plans to submit to the City of Vacaville for a building permit, and provide value engineering recommendations and cost updates as required to reach a GMP price.

The Firm shall have one hundred and **twenty (120) days** to complete the Project, with an anticipated construction start date of June 1, 2021.

*The selection team will make a recommendation to the SCWA Board, for their final approval.

EXHIBIT C

SOLANO COUNTY WATER AGENCY PRE-QUALIFICATION

Solano County Water Agency (SCWA) adopts these pre-qualification requirements in order to select the lowest responsible bidder for their contracts, and to ensure efficient procurement of construction services and the prudent use of taxpayer funds.

The pre-qualification requirements ensures that SCWA projects are awarded to contracts that participate in high quality, industry-proven apprenticeship programs, and that apprentices working under such contracts are completely trained. This satisfies SCWA proprietary interest in safe and efficient construction and mitigates SCWA's potential liability.

The pre-qualification requirements also develop a pool of skilled labor in the local area who can work on future SCWA projects. The requirements promote worker retention and reduce employee turnover in the construction industry.

The pre-qualification requirements also encourage competition among reputable contractors, promote a level playing field, improve transparency, and spend taxpayer funds efficiently and economically.

The pre-qualification requirements ensure that public works contracts are performed in accordance with SCWA's specifications at the proper prevailing wage rates using proper specified materials, in order to avoid delays, cost overruns, construction defects, and labor violations.

Apprenticeship

For every apprenticeable craft, each general contractor and each subcontractor (at every tier for the project) will sign a certified statement under penalty of perjury that it participates in a Joint Apprenticeship Program Approved by the State of California, Division of Apprenticeship Standards **OR** in an apprenticeship program approved by the State of California Division of Apprenticeship Standards that has a graduation rate of 50% or higher and has graduates at least thirty (30) apprentices each consecutive year for the five (5) years immediately preceding submission of the pre-qualification documents. The contractor or subcontractor will also maintain at least the ratio of apprentices required by California Labor Code section 1777.5

Health Care Coverage

Each general contractor and each subcontractor (at every tier for the project) shall sign a statement stipulating to and providing documented proof that the contractor provides medical coverage for all of its construction craft employees and that the contractor has maintained such

medical coverage in good standing for 180 consecutive days immediately prior to the submission of the pre-qualification document (a copy of the Declaration of Insurance Coverage showing the dates of continuous coverage or proof that the Contractor contributes to an Employee Benefit Plan shall qualify) **OR** documentary proof that the contractor has offered such medical coverage to its employees within 180 consecutive days immediately prior to the submission of the pre-qualification documents. Any change in coverage must be immediately provided to SCWA.

Local Hire Policy

Contractor will be required to provide documentation that the contractor will hire a minimum of twenty-five percent (25%) of staff for any job classification with more than four (4) employees employed whose primary residence, which is not a post office box, is, and has been, within the Counties of Solano, Napa, Yolo, Contra Costa, Sacramento, Sonoma and Marin within 180 days of the expected date of issuance of the Notice to Proceed for the project. Contractor will make every best effort to legally employ a diverse workforce that represents the local region.

EXHIBIT E
ESTIMATED DETAIL REPORT

DRAFT

EXHIBIT F
CONTRACTOR'S LIST OF WAGES

DRAFT

EXHIBIT G
CONTRACTOR'S LIST OF SUPERVISORY AND
ADMINISTRATIVE PERSONNEL WAGES

DRAFT

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: November 10, 2022

SUBJECT: Letter of Support for California Association of Resource Conservation Districts Block Grant Application

RECOMMENDATIONS:

- 1) Authorize General Manager to sign letter of support for California Association of Resource Conservation Districts Block Grant Application.
- 2) Authorize Water Agency to act as fiscal agent for California Association of Resource Conservation Districts Block Grant funds, on behalf of Dixon and Solano Resource Conservation Districts.

FINANCIAL IMPACT:

None. Water Agency to serve as a “pass through” of funds, assuming grant funds are awarded.

BACKGROUND:

The California Association of Resource Conservation Districts, on behalf of the Dixon and Solano Resource Conservation Districts (RCDs), is preparing a grant application to the Department of Conservation (see attached) that includes work elements in support of Solano Subbasin Sustainability Plan implementation. It is anticipated that if awarded by the Department of Conservation, the grant would provide up to \$2,000,000 for Solano Subbasin Sustainability Plan implementation. As with most grants, the grantee – in this case the Dixon and Solano RCDs – is reimbursed for work performed pursuant to the grant contract with the grantor (i. e., reimbursed in arrears). Neither the Dixon or Solano RCD’s have sufficient cash on hand to front funds in advance of reimbursement by the grantor – which typically takes multiple months once invoices by the grantee are submitted to the grantor.

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 November 10, 2022 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

Page 2

If awarded by the Department of Conservation, the Water Agency would serve on behalf of the Dixon and Solano RCD’s, as the fiscal agent for those work tasks pertaining to the Solano Subbasin Groundwater Sustainability Plan. The Water Agency would pay expenses incurred for work performed pursuant to the grant contract and be reimbursed by the grantor – essentially acting as a “pass through” of funds. Other than limited staff time, no costs would be incurred by the Water Agency. While admittedly an unusual arrangement, the proposed role of the Water Agency as the fiscal agent on behalf of the Dixon and Solano RCD’s would allow for the acquisition of significant grant funds that are urgently needed for Solano Subbasin Groundwater Sustainability Plan implementation.

Title: CARCD Block Grant to Department of Conservation Multibenefit Land Repurposing in **the Sacramento Valley: Building Capacity and Taking Action**

- ☒ Multi-benefit water related projects and practices
- ☒ Water quality
- ☒ Agricultural Sustainability

Project Type

Check one box.

- ☒ Planning
- ☒ Implementation

Funding Request

Total funds requested for Solano County: \$ 1.5 to \$2.0 million as part of an overall dollar proposal on behalf of nine sub basins* for a total of \$15 million.

- RCDs: Amador County, Colusa County, Dixon, San Joaquin County, Sloughhouse, Solano, Sutter, Yolo County
- GSAs: Omoichumne-Hartnell Water District (OHWD) GSA, Sloughhouse Resource Conservation District (SRCD) GSA, Colusa GSA, Yolo GSA, Solano GSA, Cosumnes Groundwater Authority (Representing the 7 Cosumnes Subbasin GSAs: OHWD, SRCD, Clay Water District, Amador County Groundwater Authority, City of Galt, Galt Irrigation District, County of Sacramento)

Project Duration

Start Date: *Estimated* - Spring 2023 Funding Term End Date: *Estimated* - Spring 2027

Geographic Location

Northwest Focus Area of Solano Subbasin & Tremont 3 Watershed in Eastern Solano County

Applicant Names: Joint Application from Dixon and Solano Resource Conservation Districts in partnership with Solano Subbasin Groundwater Sustainability Agency

Contact Person Name: Kelly Huff, District Manager, Dixon Resource Conservation District

Mailing Address:

1170 N. Lincoln Street, Ste. 110, Dixon CA 95620 Telephone:
(707) 678 - 1655 x 103

Email Address:

kelly-huff@dixonrcd.org

Concept Proposal Narrative Content

Project Description

Dixon and Solano Resource Conservation Districts have been actively involved in the Solano Subbasin Groundwater Sustainability Agency (GSA) during its formation and the development of the Solano Subbasin Groundwater Sustainability Plan (GSP) submitted to the Department of Water Resources in January 2022. Although the Solano Subbasin is in balance overall, the “Northwest Focus Area” (NW Area) has experienced localized groundwater level declines over the last thirty years. In addition to groundwater declines, the NW Area includes areas and drains to areas that regularly experience localized flooding, including the “Tremont 3 Watershed”. The NW Area is prioritized in the GSP for potential projects and management actions including the utilization of storm water to provide benefits to groundwater management and flood control. Solano County Water Agency (SCWA) and the GSP Technical Team have reviewed potential practices and/or projects that could be installed in the NW area that would support sustainable groundwater supplies and help reduce watershed flooding. The potential practices include storm water capture/recharge/flood control basins in areas already subject to local and FEMA flooding (see attached figure), agricultural water use tracking, and conservation with remote sensing data to inform irrigation water management. It is a critical time to engage the knowledge and ideas of landowners and growers in the area to help determine what will work best and where. Projects and/or practices prioritized through this process will be the focus for funding in the future. In addition there are opportunities to utilize data from the groundwater sustainability plan to assist with site feasibility as well as long-term monitoring of groundwater levels for project/practice effectiveness. Utilization of information from annual farm reporting as well as satellite-based evapotranspiration (ET) data will improve the total water use estimates in the GSP as well as serve as a tools for irrigation management and water conservation.

Solano County recently began an Integrated Water Supply and Drainage Framework. This grant would allow the RCDs, SCWA and the GSA to support the County in piloting this integrated approach in the NW Area and Tremont 3 watersheds and to meaningfully involve the landowners and growers from the watersheds in the early phases of project planning. The use of existing storm drainage models will allow the quantitative evaluation of the flood reduction benefits. The RCDs are in regular contact with all irrigated agricultural landowners and growers in Solano County through the Dixon/Solano RCD Water Quality Coalition and various restoration, education, and assistance programs. Landowners and growers are accustomed to receiving assistance from the RCDs and there is trust in and familiarity with the organizations to help them navigate regulatory requirements in addition to resource conservation assistance. A portion of these funds will be used to provide on farm assistance with groundwater related practices as well as practices that support habitat, such as rewilding on farm edges and riparian corridors, vegetating tail water ponds, and related practices.

SOLANO COUNTY WATER AGENCY



November 10, 2022

Department of Conservation
801 K St, Sacramento, CA 95814

Re: The California Association of Resource Conservation District's (CARCD's) Block Grant application, "Multibenefit Land Repurposing in The Sacramento Valley: Building Capacity and Taking Action"

I am writing on behalf of Solano County Water Agency (SCWA) to express our deep support for CARCD's proposal. Their approach will allow all of us working locally on these issues to further priorities identified in our local Groundwater Sustainability Plans while supporting multibenefit projects and practices in a way that continues to support productive agriculture, local economy, and wildlife habitat. We agree with CARCD that RCDs are vital to the success of multibenefit land repurposing planning and project work in our Solano Subbasin and the region overall. We hope that your committee will consider the significance and importance of funding a CARCD/RCD-led proposal as a testament to the value that local, longstanding public agency-led conservation work brings to the multibenefit land repurposing arena. RCDs – collaborating closely with their partner landowners and land managers, farmers, and ranchers – will play a crucial role in identifying multibenefit projects in a strategic, systematic way yielding maximum beneficial outcomes for wildlife habitat, aquifer recharge, and climate change resilience.

Although overall in balance, our Solano Subbasin faces localized groundwater sustainability as well as seasonal storm water challenges. These interwoven issues necessitate a coordinated approach to ensure maximum benefits across local natural resource and economic needs. There are potential multibenefit projects and practices that could make a tremendous impact locally with an integrated approach to water supply and drainage management.

We are excited about the potential to codify and expand our coordinated approach to ensuring local land serves multibenefit purposes with current partners such as Dixon and Solano Resource Conservation Districts and the GSAs and their member agencies, plus those we add over the course of this 4-year program. Together with community members, landowners, and agricultural producers, we will put forward and implement projects in close cooperation at the local level for maximum regional impact.

SCWA is committed to being an active partner in this important work during this critical time to increase the resiliency of our region. As such, we are committing staff time to facilitate the most impact during the funding period and beyond.

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



We hope that you will strongly consider CARCD's Block Grant application with its diversity of partners, outsized footprint, and each partners' long-standing reputation of advancing these most timely issues which your program seeks to address.

Sincerely,

Roland Sanford,
General Manager
Solano County Water Agency



MEMORANDUM

October 19, 2022

TO: Roland Sanford, General Manager
Solano County Water Agency

FROM: Bob Reeb and Raquel Ayala Vargas, Esq.
Reeb Government Relations, LLC

RE: 2022 Annual Report

This is the 3rd year that Reeb Government Relations has had the honor and privilege to work with Solano County Water Agency (SCWA or Agency) in advancing the interests of the Agency, along with the interests of its members and taxpayers, in state-level legislative and regulatory affairs in Sacramento.

The State Capital showed signs of returning to pre-pandemic normalcy with COVID-19 case numbers declining as winter turned to spring and spring turned to summer. Virtual meetings remain a popular option for legislators and legislative staff. As the session progressed, legislators and their staff were more accessible for in-person meetings. Legislative committee hearings also began to allow in-person attendees while being simulcast online, providing multiple avenues for our firm to provide comments to policy and fiscal committees.

Our firm worked with Agency staff to schedule videoconference meetings with Department of Water Resources, Department of Fish and Wildlife, and Natural Resources personnel, along with legislators representing Solano County, to discuss a wide range of topics including legislation, state budget, Water+ feasibility studies, and Putah Creek and Yolo Bypass fishery issues.

The new Swing Space building opened and houses offices for the legislature, governor, lieutenant governor, and some committee offices. The Legislative Office Building, located next door, still provides office spaces for caucus staffs and committee staffs. Moving between the State Capitol, where many committees continue to hold hearings, and hearing rooms in the Swing Space presents a challenge for legislators, legislative staff, and members of the Third House. The Senate and Assembly Chambers, located

in the historic capitol building, remain in use. The State Capitol Annex is being prepared for demolition and a new annex will be constructed in its place. The construction project is slated to be completed in five years.

State Budget

On January 10, 2022, Governor Gavin Newsom announced his proposed 2022-2023 State Budget, which he titled *"the California Blueprint."* The \$286.4 billion proposal, which included a \$45.7 billion surplus, centered on several key priorities which were christened as the state's "greatest existential threats" including continued COVID-19 public health response, wildlife resilience, clean energy, homelessness, the high cost of living, crime prevention, broadband infrastructure expansion, education, and the ongoing drought. The Governor's proposed budget included a one-time \$750 million General Fund investment in the drought resilience and response expenditures, building on the 2021 State Budget's \$5.2 billion investment in the state's water infrastructure.

Drought conditions persisted throughout the state through winter and into spring 2022. The May Revision of the 2022-2023 State Budget reflected worsening conditions with the inclusion of a \$1.6 billion drought relief package, a significant increase from the \$750 million in the Governor's January proposal. This drought package also included \$250 million set aside as a contingency for drought response. While the January proposal offered funding for immediate drought relief, the May Revision sought to provide additional funding to improve drinking water and water supply reliability. Specifically, the drought package included \$530 million for drinking water and water supply reliability, including investments in groundwater cleanup, water recycling, and water infrastructure needs; \$553 million to provide immediate drought support; \$280 million to support habitat and nature-based drought solutions; and \$187 million to support agricultural water conservation practices.

The Legislature passed a budget bill on June 14 to meet the constitutional deadline of June 15, but the passage was a pro forma exercise as negotiations between the Governor and the Legislature would continue for another two weeks. A final 2022-2023 State Budget cleared the Legislature June 28, 2022, and was signed by the governor on June 30, 2022, along with over two dozen budget-implementing trailer bills. The 2022-2023 State Budget includes total spending of \$308 billion, \$234.4 billion of which is from the General Fund. The state budget includes \$37.2 billion in total reserves. The budget also includes a \$53.9 billion climate package dedicated to responding to and preparing for current and future climate change impacts, such as extreme drought and wildfires.

The 2022-2023 State Budget includes total spending of \$308 billion, \$234.4 billion of which is from the General Fund. The state budget includes \$37.2 billion in total reserves, including \$3.4 in the regular operating reserve. The budget also includes a \$39 billion climate spending, over a 6-year period, dedicated to responding and preparing for current and future climate change impacts, such as extreme drought and wildfires bringing the state's multi-year climate investment to \$53.9 billion.

The budget reverts \$200 million Coronavirus Fiscal Recovery Fund of 2021, to be appropriated to the Department of Community Services and Development to supplement available funding for the federal Low-Income Household Water Assistance Program.

According to the latest finance bulletin from the California Department of Finance, preliminary General Fund cash receipts for September were \$2.785 billion (14.7%) lower than the 2022-23 Budget Act forecast of \$18.906. Cash receipts for the first three months of the 2022-23 fiscal year, which began on July 1, were \$4.781 billion (11.1%) below the forecast of \$42.946 billion. Combined with a \$2.186-billion shortfall relative to what was forecast for the 2021-22 fiscal year, the cumulative General Fund deficit reached \$7 billion through September. Shortfalls in September continued to be driven by lower proceeds from personal income tax, according to the bulletin. The budget forecast called for \$13.317 billion in personal income tax receipts for September. The final number fell a little over \$3 billion short, a shortfall of about 23 percent.

September is a significant month for personal income tax cash receipts, as many taxpayers pay their third quarter estimated payments. Yet estimated payments fell significantly below projections, coming in \$2.246 billion (42.3%) below the Budget Act forecast. September was also the fourth consecutive month that withholding receipts fell below projections, with a \$892 million (11.3%) shortfall; following a combined shortfall of \$1.869 billion (8.3%) from June to August.

California real gross domestic product (GDP) contracted at a 0.5-percent seasonally adjusted annualized rate in the second quarter of 2022, following a contraction of 9.5 percent (revised) in the first quarter, as wages and salaries (including bonuses and options) declined from an unusually high level in the fourth quarter of 2021 to a steadier level in the first quarter of 2022. Two consecutive quarters of contraction traditionally signals a recession; however, California's real GDP grew 3.4 percent from the fourth quarter of 2019 (just before the COVID -19 Pandemic) through the second quarter of 2022. Financial data for the second half of 2022 will reveal whether the state economy will contract or stabilize heading into 2023 and the next budget writing cycle.

Western Drought Persists and Intensifies

Governor Newsom declared a drought emergency in 2021 after two consecutive dry water-years, significantly below-average snowpack, minimal precipitation, and exceedingly warm temperatures resulted in unprecedented losses of runoff to rivers, streams, and reservoirs. Though the initial emergency declaration applied only to two counties, the governor expanded the declaration as the drought worsened. By October 2021, the governor extended the drought emergency statewide, and urged Californians to reduce their water use by 15 percent compared to 2020 levels.

California, along with the entire Western United States, is now in its third consecutive year of drought, further straining dwindling water supplies and burdening existing water infrastructure. Despite record-breaking storms early in the winter, the state experienced the driest January, February, and March on record in over 100 years. In response to worsening drought conditions, the State Water Board began issuing curtailment warnings to water rights holders throughout the state, similar to 2021. Alongside warnings of curtailment orders, the State Water Board urged water rights holders to plan for potential shortages by reducing water use and enacting water conservation measures, such as reducing irrigated acreage, using innovative irrigation techniques, managing herd size, and diversifying water portfolios.

By April 2022, DWR reported snowpack conditions to be far below average and predicted well-below average water storage conditions and below normal or historically low runoffs. Dry conditions persisted throughout the spring and summer months of 2022. By July 2022, the California Drought Update reported that snowpack had already melted for the year, and runoff into the state's streams and reservoirs had peaked. The U.S. Drought Monitor also reported that most of California remained in either severe or moderate drought, with several reservoir storage levels at either below average or critically low levels. The effects of climate change could lead to droughts becoming more frequent, intense, and longer. This potential elevates the importance of the State of California to commit to investing a greater proportion of revenues in water infrastructure.

Extreme heat events this past summer created the potential for rolling blackouts and revealed weaknesses in the transmission grid coupled with reduced hydroelectric power generation and other factors. Governor Newsom asked the Legislature in August to enact a large package of legislation to advance renewable energy goals, while taking steps to improve electricity reliability. One of the latter bills provided a \$1.4 billion loan to Pacific Gas & Electric Company to keep the Diablo Canyon Nuclear Generation Facility in operation an additional five years. Suddenly, energy policy and the need to stabilize the state's electricity supply and reliability overtook the need to invest in drought response actions.

The water and drought resilience package signed by Newsom in August providing \$15 billion to fight climate change, wildfire and drought included big-ticket items in the package included \$5.2 billion over three years to support immediate drought response and long-term water resilience; \$3.7 billion over three years to build resilience against the state's multi-faceted climate risks, including extreme heat and sea level rise; \$3.9 billion over three years for electric vehicle investment and infrastructure; \$1.5 billion for wildfire response and forest resilience, and \$1.1 billion over two years to support sustainable agriculture practices.

Agency Activity on the Legislative Front

The Agency began the year actively monitoring and engaging in direct lobbying on over 30 bills. Below, we highlight a handful of bills the Agency was active on this year.

Climate Adaptation and Resilience Action Plans

The Natural Resources Agency prepares and updates the state's climate adaptation strategy, the Safeguarding California Plan. The Office of Planning and Research (OPR) administers the Integrated Climate Adaptation and Resiliency Program that is intended to coordinate regional and local efforts to adapt to the impacts of climate change.

Assembly Bill 1640, by Assemblymember Christopher Ward (D-San Diego), would authorize eligible entities, including SCWA, to establish and participate in a climate network, and develop a regional climate adaptation and resilience action plan to be submitted to the OPR for review, comments, and certification. The bill would require the Office to develop and publish guidelines, by July 1, 2023, on how eligible entities may establish regional climate networks and how governing boards may be established within regional climate networks.

According to California's Fourth Climate Change Assessment (4th Assessment), California is one of the most "climate-challenged" regions in the country; climate change, however, is likely to worsen this impact. Drought, coastal and inland flooding, and wildfires will continue to affect livelihoods and local economies. More extreme weather patterns and conditions will impact California's agriculture and crops, as well the state's ecosystems. Just this year, the state experienced several record-breaking climate events including the driest January, February, and March in over 100 years, and the most severe heat wave on record in September. Additionally, a 2022 UC Merced Report even found that last year's drought directly cost California agriculture \$1.1 billion and nearly 9,000 jobs.

Local entities play a critical role in preparing for the impacts of climate change which will vary based on a community's physical, social, and economic characteristics. These characteristics tend to extend beyond city or county boundaries, making regional coordination between local governments, community-based organizations, non-profits, and private sector entities a vital component of thorough resiliency planning. By authorizing the local entities to establish regional climate networks, AB 1640 would allow adjacent local entities to develop more coordinated, comprehensive, and efficient climate adaptation and resilience action plans. This, in turn, could allow the state to mitigate potentially significant costs associated with climate change-related disasters. The bill would also require the Office to provide technical assistance to regions seeking to establish a regional climate network, facilitate coordination between regions, and encourage regions to incorporate as many entities into one network as feasible.

AB 1640 would provide state support and assistance for projects that will, in part, improve climate resilience for the people and the environment, including the implementation of the Agency's Habitat Conservation Plan and Water+ (North Bay Aqueduct Alternate Intake Project). According to the Senate Appropriations Committee analysis, investing in adaptation activities that will help to mitigate damage that will otherwise occur from climate change would allow the state to avoid some disaster response costs. Though adaptation activities require up-front investments, the costs of failing to prepare for the impacts of climate change are likely to cost more.

The Agency supported AB 1640, which passed the Assembly Floor 71 – 0. Despite bipartisan support, the bill was held under submission in the Senate Appropriations Committee. AB 1640 died in the Senate after failing to meet the August 12 deadline for fiscal committees to meet and report bills to the floor.

Wildfire Mitigation Projects

Current law requires that workers employed on public works projects be paid not less than the general prevailing rate of per diem wages, determined by the Director of Industrial Relations. Current law defines the term “public works” for purposes of requirements regarding the payment of prevailing wages to include construction, alteration, demolition, installation, or repair work done under contract and paid for using public funds. Current law also exempts from the definition of “public works,” any work performed under a contract between public agencies for fish and wildlife habitat preservation, restoration, and enhancement.

Assembly Bill 1717, by Assemblymember Aguiar-Curry (D-Winters), would, starting January 1, 2024, expand the definition of “public works” to include fuel reduction work paid for in whole or in part out of public funds performed as part of a fire mitigation project including, but not limited to, residential chipping, rural road fuel breaks, fire breaks, and vegetation management.

SCWA took an “oppose unless amended” position on the measure, requesting that the bill be amended to narrowly define “public works” and exempt from this definition any work performed under a contract between public agencies for fish and wildlife habitat preservation, restoration, and enhancement.

SCWA provides untreated water to cities and agricultural districts in Solano County from the Federal Solano Project and the North Bay Aqueduct of the State Water Project. The agency also has a flood control function and conducts habitat restoration work along Putah Creek. Vegetation management projects like the removal of Arundo, a non-native invasive grass that grows up to 25 feet tall along the edges of sloughs and canals in the Sacramento-San Joaquin Delta, and is also abundant in the Sacramento and San Joaquin River watersheds, might be construed to reduce fire risk and trigger a determination that the prevailing wage law applies.

Following federal agency approval of the Habitat Conservation Plan, SCWA will develop and implement management programs on reserves and preserves established for the HCP to reduce or control problematic invasive exotic plant and animal species that degrade natural communities and compete with Covered Species. Management programs that will effectively control invasive species will entail the use of a variety of management measures including the use of herbicides, livestock grazing, fire, and other best management practices to control/eradicate target weeds and to minimize land use activities that promote weed establishment and spread. Implementation of the HCP will mostly be funded by local agencies and private sector interests who need to obtain Endangered Species Act coverage for their projects. Housing is one example of a project that will contribute to HCP implementation and increased costs attributed to AB 1717 could increase the financial burden on new housing.

Our firm met with Assembly Member Aguiar-Curry and her staff and sponsors of AB 1717 on a number of occasions and conducted research into Department of Industrial Relations (DIR) wage determinations and State Responsibility Areas. We found that DIR had previously classified many aspects of habitat restoration work as public work projects that fell within prevailing wage requirements. We also found that portions of Solano County most susceptible to wildfire—areas west of Vacaville, Suisun City, and Allendale—were within the State Responsibility Area and, therefore, fuel reduction projects are conducted by CalFire with their own employees. We concluded that HCP project work may benefit from future DIR wage determinations to protect the Agency from adverse enforcement actions from failure to properly pay workers. In the end, we advised Agency staff that AB 1717 would not likely have a significant adverse financial impact on the Agency. SCWA removed its opposition to AB 1717 on July 28, 2022.

The bill passed the Senate with a 27—10 vote, with 3 senators abstaining from voting, and the Assembly on a 62 –10 vote, with 8 members abstaining. On September 28, Governor Newsom vetoed the measure, stating:

“My administration has worked tirelessly to cut red tape and distribute grant money quickly to cities, counties, special districts, and non-profits to fund fire mitigation projects. I wholeheartedly support prevailing wages for industries that do not pay livable wages to people completing public works projects. I am concerned that adding these projects to the definition of “public works” would introduce delays to critical fire mitigation projects necessary to protect vulnerable communities in the state. Such delays are a function of the administrative requirements that are imposed when executing a public works project. I am directing my administration to work with the Legislature and sponsors of this bill to further examine this issue and propose solutions to ensure that we are both paying this critical workforce fairly while not unduly delaying these projects that protect people’s lives and livelihoods. I look forward to working with the Legislature on this important issue in the next legislative session.”

COVID-19 Vaccination Statewide Mandate

Assembly Bill 1993, by Assemblymember Buffy Wicks (D-Oakland), would mandate all businesses to require their employees and independent contractors to receive the COVID-19 vaccine. The bill would require new hires of a business to have at least one dose of the vaccine by their first day on the job, and the second within 45 days. Under the bill's provisions, regular testing would be required for employees with medical or religious exemptions, definitions for which would be determined by the California Division of Occupational Safety and Health (CalOSHA) and the California Department of Public Health (CDPH). The bill would subject non-compliant businesses to fines and penalties.

The author introduced the legislation in response to the US Supreme Court decision blocking President Biden's nationwide vaccine mandate for large employers which left vaccine rules and implementation up to individual states. According to the author, the bill would be a bold step to increase California's full vaccination and booster rate for eligible individuals and ensure a safe workplace through a standardized, statewide vaccine protocol.

Knowledge about the COVID-19 virus, however, has evolved rapidly since the pandemic began. AB 1993 provided that the vaccination mandate would remain operative until the CDC and Prevention's Advisory Committee on Immunization Practices determined that COVID-19 vaccinations are no longer necessary for the health and safety of individuals. CDC, while it encouraged persons 5 years and older to obtain COVID-19 vaccinations, had not determined such vaccinations as "necessary"

The Agency opposed AB 1993 because it would require the Agency to enforce the vaccine mandate on its employees and independent contractors, effectively making vaccination status a determining qualification for employment. Guidance to employers on what constitutes a medical condition or disability, or a sincerely held religious belief, would not have been provided until after the law took effect.

While it is unclear whether such a mandate would negatively impact the Agency's ability to continue to fulfill its mission, the provisions of AB 1993 could prove burdensome. AB 1993 was double referred to the Assembly Labor and Employment Committee and Judiciary Committee for consideration. The bill's first hearing was canceled at the request of the author. The bill died in the Assembly after failing to meet the April 29 legislative deadline for policy committees to hear and report to fiscal committees fiscal bills introduced in their house.

Atmospheric Rivers and Forecast-Informed Reservoir Operations

Assembly Bill 2078, by Assemblymember Heath Flora (R-Ripon), would establish within the California Department of Water Resources (DWR) the Atmospheric River Research and Forecast Improvement Program: Enabling Climate Adaptation Through Forecast-

Informed Reservoir Operations and Hazard Resiliency (AR/FIRO). The AR/FIRO program would serve as an update and rename the standing DWR-administered program designed to research climate forecasting as well as the causes and impacts of climate change on atmospheric rivers. This bill would require DWR, upon appropriation of \$10 million from the General Fund to research and improve predictions of atmospheric rivers and their impacts on water supply, flooding, post-wildfire debris flows, and environmental conditions.

According to the San Diego/Scripps Institution of Oceanography, atmospheric rivers (ARs) are the key to California's water supply and flooding since they carry most of the state's annual precipitation. ARs, however, are unpredictable, which can potentially lead devastating outcomes throughout the state, including extreme floods, post-wildfire debris flow, mudslides, and loss of water supply. With the effects of climate change likely to critically impact our water supply, developing better, more reliable methods for the forecasting of ARs are crucial to helping communities prepare for floods and droughts in the future.

SCWA supported AB 2078 as the bill would ensure that the existing program is updated to incorporate new operations, predication models, and forecasting methods like FIRO in its ongoing research of ARs. FIRO is a reservoir operations strategy that utilizes enhanced monitoring and improved weather and water forecasts to inform decision making to selectively retain or release water from reservoirs to optimize water supply reliability and reduce flood risk. Additionally, developing a better understanding of ARs and their patterns will not only assist in improving the predictability of our water supply, but also lead to a better understanding of climate change, and the environmental implications of our water supply on the state. Further, the \$10 million appropriation from the General Fund will provide increased support DWR for the continuation of research in this field of study.

Governor Newsom's proposed budget, and the May Revision included \$10 million to DWR for its continued work in researching ARs and FIRO; however, the final 2022-23 State Budget passed in June did not include this appropriation.

AB 2078 died in the Assembly's Appropriations Committee on May 19, 2022, where it was held on the Suspense File.

Open Meeting Legislation

This year, in an attempt to provide additional flexibility and protections to legislative bodies when conducting meetings, the Legislature introduced a number of bills to further modify the Brown Act's provisions relating to open meetings. The Agency actively engaged in three of these measures: AB 2449, AB 2647, and AB 1944.

Assembly Bill No. 2449

The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency be open and public and that all persons be permitted to attend and participate. The act allows for meetings to occur via teleconferencing subject to the following requirements: (1) that the legislative body notice each teleconference location of each member that will be participating in the public meeting; (2) Each teleconference location be accessible to the public; (3) Members of the public be allowed to address the legislative body at each teleconference location; (4) that the legislative body post an agenda at each teleconference location; and (5) At least a quorum of the legislative body participate from locations within the boundaries of the local agency's territory.

After the COVID-19 pandemic required the public, including elected officials, to stay home and prevent the spread the virus, Governor Newsom issued an executive order that temporarily added flexibility to the Brown Act's teleconferencing provisions, allowing local agencies to continue conducting business while still providing the public the opportunity to participate in the meetings. AB 361 (Chapter 165, Statutes of 2021) authorized, until January 1, 2024, local agencies to use teleconferencing without complying with the aforementioned teleconferencing requirements when a declared state of emergency is in effect or in situations related to public health.

AB 2449, by Assemblymember Blanca Rubio (D-Baldwin Park), would, until January 1, 2026, authorize a local agency to use teleconferencing without complying with the Brown Act's requirements that each teleconference location be identified in the notice and agenda and that each teleconference location be accessible to the public if at least a quorum of the members of the legislative body participates in person from a singular physical location that is clearly identified on the agenda, open to the public, and situated within the local agency's jurisdiction. The bill would require the legislative body to meet certain requirements, such as providing a two-way audio-visual platform to allow the public to remotely attend the meeting and address the legislative body. Under this exception, the bill would authorize a member to participate remotely for just cause or due to emergency circumstances.

The bill's definition of "*just cause*" includes any of the following: childcare or caregiving need that requires the member to participate remotely; a contagious illness that prevents a member from attending in person; a need related to a physical or mental disability not otherwise accommodated; and travel while on official business. The bill defines "*emergency circumstances*" as a physical or family medical emergency that prevents a member from attending in person.

The Agency supported AB 2449 as the bill ensures that the Brown Act will apply the flexibility of Governor Newsom's executive orders to those situations when members of a legislative body are unable to attend a public meeting in person. The Brown Act

ensures that officials and their constituents can have open and transparent meetings relying on videoconferencing technology.

AB 2449 was signed into law on September 13. (Chapter 285, Statutes of 2022). The provisions of the bill are set to take effect on January 1, 2023. The flexibility provided by the bill will expire on January 1, 2026; after which time, unless extended or otherwise modified by future legislation, local agencies would return to the teleconferencing requirements previously established under the Brown Act.

Assembly Bill No. 1944

Assembly Member Alex Lee (D-San Jose) also sought to waive some of the Brown Act's teleconferencing requirements with the introduction of Assembly Bill 1944.

AB 1944, until January 1, 2030, would allow members of a legislative body to use teleconferencing without identifying each teleconference location in the notice and agenda of the meeting and without making each teleconference location accessible to the public under the following circumstances: (1) the legislative body holds a meeting and has determined, by majority vote, members will not be required to identify the address of any private location from which the member elects to teleconference; and (2) at least a quorum of members of the legislative body participates from a single physical location that is clearly identified in the agenda, open to the public, and within the boundary of the territory of the local agency's jurisdiction.

The bill would also require that a legislative body using teleconferencing provide both a video stream accessible to the public and an option for members of the public to address the legislative body remotely during the public comment period. The bill would require legislative bodies to identify any member that will participate remotely in the agenda.

The Agency supported AB 1944 as the bill would resolve concerns by local agency governing board members that should they participate in a teleconferenced meeting at their private residence, they would not be required to post an agenda for the meeting at their front door, publicize their private address, and allow members of the public to attend the meeting at their private residence.

AB 1944 passed the Assembly with a 44 to 12 vote, with 22 Members abstaining from voting. The bill died in the Senate after failing to meet the August 12 legislative deadline for fiscal committees to meet and report bills to the Senate Floor (J.R. 61(b)(14)).

Assembly Bill No. 2647

The Brown Act states that any writing or document that has been distributed to a majority of a legislative body less than 72 hours before a meeting must also be

distributed to the public at the same time. To meet these requirements, many local governments often post meeting documents and materials online.

In *Sierra Watch v. Placer County*, 69 Cal. App. 5th 1, 9, 2021, the Third District Court of Appeal held that neither placing the materials in a public office that is closed, nor posting the materials online at the same time the members receive them, satisfy the Brown Act requirement to make meeting materials available for public inspection. Such a decision impaired the ability of local agencies to serve the public as it either requires public agencies to keep an office open to the public during evenings and/or weekends when writing is distributed to their legislative body or withhold late breaking information until an office is open.

Assembly Bill 2647, introduced by Assembly Member Marc Levine (D-Marin County) and sponsored by the League of California Cities, would authorize a local agency to make those writings that have been distributed to a majority of a local legislative body less than 72 hours before a meeting available for public inspection on its internet website in order to satisfy California Public Records Act and Ralph M. Brown Act requirements.

The bill specifies that posting documents online meets the Act's requirements as long as the local agency meets the following requirements: (1) an initial staff report or similar document containing an executive summary and the staff recommendation, if any, relating to that agenda item is made available for public inspection at the designated office or location at least 72 hours before the meeting; (2) the agency immediately posts those writings on its internet website in a position and manner that makes it clear that the writing relates to an agenda item for an upcoming meeting; (3) the agency lists the web address of its internet website on the agendas for all meetings of the legislative body; and (4) the agency makes physical copies of those writings available for public inspection, beginning the next regular business hours for the local agency, at a public office or location designated by that agency for this purpose. If these requirements are not satisfied, then the exemption provided by AB 2647 would not apply.

SCWA supported AB 2647, as the bill would remedy the possible repercussions of the *Sierra Watch vs. Placer County* decision, providing much-needed flexibility to local agencies when posting agendas and meeting materials and allowing them to do so in an expeditious, transparent, and cost-effective manner.

AB 2647 passed both the Assembly and Senate with bipartisan support and was enrolled and presented to the Governor on August 29, 2022. The bill was signed into law on September 30, 2022 (Chapter 971, Statutes of 2022).

Water Conservation Rebates Tax Exemption

Current law allows taxpayers to exclude from gross income financial incentives received from participating in any conservation or energy efficiency programs. While the law

previously allowed taxpayers to exclude from their income any financial incentives they received from a local water agency to remove their turf, this program expired in 2019 after bills that would have extended the sunset date were held in suspense in Assembly.

Assembly Bill 2142, by Assemblymember Jesse Gabriel (D-Encino), would re-establish the exemption for turf replacement rebates from gross income tax. Specifically, between January 1, 2022, and January 1, 2027, this bill would provide an exclusion from gross income tax for any amount received as a rebate, voucher, or other financial incentive issued by a public water system, local government, or state agency, for participation in a turf replacement water conservation program.

SCWA supported AB 2142. The state is currently in its third consecutive year of another history-making drought, making water conservation more important as water supplies continue to dwindle. Conservation rebates have long proven to be successful and cost-effective tools for increasing participation in water conservation, allowing public utilities to save money while simultaneously building local climate resilience, regardless of water supply conditions. The Agency, like many others, offers its own rebates on water-efficient household products, appliances, and landscaping. The 2022 – 2023 state budget also prioritized bolstering conservation efforts across the state with the Department of Water Resources (DWR) receiving \$75 million to help fund turf replacement programs, and \$50 million for the continued implementation of the Save Our Water public education and outreach campaign.

Programs that promote turf replacement or any kind of water efficient landscaping require the participation of consumers to truly impact water conservation throughout the state. Taxing water efficiency rebates, however, disincentivizes customers from participating in such programs, which, in turn, reduce overall water conservation throughout the state. Additionally, given the pending implementation of the urban water use objective, which includes residential outdoor irrigation, urban water suppliers will benefit from the removal of taxes from turf replacement rebate programs.

The bill enjoyed bipartisan support in both houses of the Legislature, passing the Assembly with a 76 to 0 vote, and the Senate with a 40 to 0 vote. Governor Newsom signed AB 2142 into law on September 28, 2022 (Chapter 674, Statutes of 2022).

Groundwater Sustainability Agency: Groundwater Extraction Permit

Assembly Bill 2201, by Assemblymember Steve Bennet (D-Ventura), would require local agencies that permit groundwater wells to obtain written verification stating that a proposed well will not undermine sustainable groundwater management or cause well interference prior to approving a permit application for a groundwater well. Specifically, the bill would prohibit a county, city, or any other water well permitting agency from approving a permit for a new groundwater well or for an alteration to an existing well in a basin subject to the act and classified as medium- or high-priority unless specified

conditions are met, including that it obtains a written verification from the groundwater sustainability agency that manages the basin or area of the basin where the well is proposed to be located, determining that, among other things, the extraction by the proposed well is consistent with any sustainable groundwater management program established in any applicable groundwater sustainability plan adopted by that groundwater sustainability agency or an alternate plan approved or under review by the Department of Water Resources.

The Solano basin is not subject to critical overdraft and has not experienced the well interference and subsidence problems as in other areas of the state. AB 2201, however, would impose an unwarranted mandate on SCWA that will result in a pro forma process that yields little in the way of analysis or effect. The foundational element of the Sustainable Groundwater Management Act (SGMA) is local control; to provide local groundwater agencies with the authority and the technical and financial assistance necessary to sustainably management groundwater, and to manage groundwater basins through the actions of local governmental agencies to the greatest extent feasible, while minimizing state intervention to only when necessary to ensure that local agencies manage groundwater in a sustainable manner.

As a GSA, the Agency already has the authority under SGMA to regulate groundwater extraction: (1) To impose spacing requirements on new groundwater well construction to minimize well interference and impose reasonable operating regulations on existing groundwater wells to minimize well interference, including requiring extractors to operate on a rotation basis; and (2) To control groundwater extractions by regulating, limiting, or suspending extractions from individual groundwater wells or extractions from groundwater wells in the aggregate, construction of new groundwater wells, enlargement of existing groundwater wells, or reactivation of abandoned groundwater wells, or otherwise establishing groundwater extraction allocations. The unfunded mandates included in AB 2201 would have been unnecessary.

The Agency held an “oppose unless amended” position on AB 2201, criticizing the scope of the bill applying to all medium- and high-priority basins in the state, and requesting that the bill be amended to limit its application only to basins subject to critical overdraft. This amendment was not accepted.

AB 2201 narrowly passed the Senate on a 22-16 vote with Senator Bill Dodd voting “AYE.” The legislation died in the Assembly, however, after failing to meet the August 31 deadline for the Legislature to pass bills. The bill was last located on concurrence pending Assembly approval of amendments taken in the Senate.

The CA Justice40 Act

Assembly Bill 2419, by Assembly Member Isaac Bryan (D-Los Angeles), would require a minimum of 40 percent of funds made available by the Federal Infrastructure Investment and Jobs Act and certain other federal funds to be allocated to projects that

provide direct benefits to disadvantaged communities; and a minimum of an additional 10 percent be allocated for projects that provide direct benefits to low-income households and low-income communities.

This bill would establish the Justice40 Oversight Committee within the Strategic Growth Council (SGC) to perform various actions related to the expenditure of federal funds. The committee would be required, by December 31, 2024, to submit a report to the Legislature, and to the council at a public meeting of the council, which identifies certain recommendations it has developed, including recommending projects under any covered program for federal funding. The committee would be required, by December 27, 2027, to submit a report to the Legislature on the expenditure of federal funds and an evaluation of the state agencies' success in meeting the requirements of the bill.

On the same day that President Biden signed the Infrastructure Investment and Jobs Act (IIJA), he also signed Executive Order 14052, which was published on November 18, 2021, stating that implementation of the IIJA should prioritize “investing public dollars equitably, including through the [federal] Justice40 Initiative, which is a Government-wide effort toward a goal that 40 percent of overall benefits from Federal investments in climate change and clean energy flow to disadvantaged communities.”

As the text of this legislation notes, on September 1, 2021, Governor Newsom joined a group of 10 governors to submit a letter to Congressional leaders requesting that: “any infrastructure package ensure 40 percent of the benefits of climate and clean infrastructure investments are directed to disadvantaged communities and invests in rural communities and communities impacted by the market-based transition to clean energy.”

The 2021 State Budget appropriated \$650 million for the Clean Water State Revolving Fund (CWSRF) and \$650 million for the Drinking Water SRF. In addition, through the enactment of SB 200 (Monning), the state authorized the appropriation of \$1.3 billion for safe drinking water programs and projects for disadvantaged communities. With this funding, the State Water Board developed the Safe and Affordable Funding for Equity and Resilience (SAFER) program. Using short- and long-term strategies, SAFER is designed to ensure Californians who lack safe, adequate, and affordable drinking water receive it as quickly as possible, and that the water systems serving them establish sustainable solutions. In doing so, SAFER minimizes the disproportionate environmental burdens experienced by some communities and advances justice for people of all incomes, races, and cultures.

The 2019 Annual Compliance Report prepared by the State Water Board shows that 95 percent of public water systems, serving more than 98 percent of Californians, complied with maximum contaminant levels (MCLs) and treatment techniques (TT) contained in federal rules established under the SDWA. State Water Board records show that 369 public water systems (PWS), out of a total of 7,403 active public water systems, had one or more violations of an MCL or TT in 2019. Of these, over 91 percent are the

smaller public water systems - including noncommunity water systems and community water systems having less than 500 service connections.

The 2021-22 SAFER Fund Expenditure Plan includes the results of the 2021 Needs Assessment. Among the findings: (1) 326 water systems with 3,300 connections or less (343 total) were on the December 21, 2020 version of the Human Right to Water (HR2W) list, i.e., a list of systems that “consistently fail” to meet primary drinking water standards; (2) About 620 PWSs (25% of those assessed¹) were determined to be at-risk of failing to sustainably provide a sufficient amount of safe and affordable drinking water; (3) About 80,000 (32%) of the assessed domestic wells and 610 (49%) of the state smalls with available data were located in aquifers with high risk of groundwater contamination; (4) The estimated total cost of implementing the interim and long-term solutions, for the projected number of water systems and domestic wells that need assistance within the next five years, is approximately \$10.25 billion. This projected cost includes estimated grant-eligible costs of \$3.25 billion, such as capital, planning, and technical assistance (TA) costs. The total cost estimate also includes the long-term local cost share needs of \$7 billion; and (5) An additional estimated \$2.1 billion in grant funding and \$2.6 billion in loan funding (financing) is needed to address failing and At-Risk systems and domestic wells over the next five years, after using all currently available State Water Board funding sources.

The Agency did not dispute that disadvantaged communities require significant federal and state financial assistance to address a range of quality-of-life improvements, many related to infrastructure investments. SCWA even asserted that the provision establishing a committee in the Strategic Growth Council to develop recommendations to address deficiencies in disadvantaged communities may be appropriate. By giving the Oversight Committee the power related to the expenditure of funds from the IJJA, however, the bill extricates the ability to determine priorities for issuing grants and loans away from state agencies like the State Water Board. The State Water Board also noted that compliance with this bill’s provisions could lead to an extended project review and monitoring process, which would result in delays to funding agreements and expenditures. If such an instance occurred, the State Water Board would be deemed noncompliant with federal policies, jeopardizing its access to anticipated funding from the IJJA as well as the state’s existing allotment of federal capitalization grants.

The Agency maintained an “oppose unless amended” on AB 2419, and requested the bill be amended to exclude the Oversight Committee from determining priority for issuing grants and loans.

AB 2419 passed the Assembly Floor on a 55 to 17 vote. The bill died in the Senate Appropriations Committee on August 12, after it was held on the Suspense File.

Water Rights – Self-Certification

Current law requires all water rights holders with water rights of 10 acre-feet or more per year to install water measuring devices for the purposes of reporting their annual diversion and water use. The law requires a qualified individual, defined as a professional engineer or certain licensed contractor, must install all water measurement devices for water rights of 100 acre-feet or more per year. The cost of hiring qualified individuals, however, is estimated to be upwards of \$15,000 per division.

Assembly Bill 589 (Statutes of 2017) allowed water rights holders to become qualified individuals for purposes of installing and maintaining their water measurement devices by completing an instructional course developed by the University of California Cooperative Extension (UCCE), in collaboration with State Water Resources Control Board (State Water Board), and subsequently passing a proficiency exam. AB 589 included a sunset clause effective January 1, 2023.

Senate Bill 880, by Senator John Laird (D-Santa Cruz) and sponsored by the California Cattlemen's Association, would remove the sunset provision of AB 589, extending its provisions indefinitely.

Over the past four years, water measurement self-certification courses have promoted compliance with State Water Board regulations intended to improve California's drought resilience while saving water users thousands of dollars in compliance costs. Should AB 589 be removed, water rights holders will no longer have accost-effective means of compliance.

SCWA took a "support" position on SB 880 as indefinitely extending the provisions of AB 589 would continue to increase measurement compliance rates, relieve water rights holders of some compliance costs, and enable regulators to have better drought response.

SB 880 received bipartisan support in the Senate and the Assembly, passing both houses with zero no votes. SB 880 was signed into law on August 29, 2022 (Chapter 221, Statutes of 2022).

Clean Energy, Jobs, and Affordability Act of 2022

Senate Bill 100 (Chapter 312, Statutes of 2018) established the 100 Percent Clean Energy Act of 2017 which increases the Renewables Portfolio Standard (RPS) requirement from 50 percent by 2030 to 60 percent, and created the policy of planning to meet all of the state's retail electricity supply with a mix of RPS-eligible and zero-carbon resources by December 31, 2045, for a total of 100 percent clean energy.

Senate Bill 1020, by Senator John Laird (D-Santa Cruz), revises state policy to include interim targets to reach SB 100 goals, specifically to provide that eligible renewable energy resources and zero-carbon resources supply 90 percent of all retail sales of electricity to California end-use customers by December 31, 2035, and 95 percent of all retail sales of electricity to California end-use customers by December 31, 2040. The bill also requires each state agency to ensure that zero-carbon resources and eligible renewable energy resources supply 100 percent of electricity procured to serve their agency by December 31, 2030.

SCWA joined the State Water Contractors (SWC) and the Association of California Water Agencies (ACWA) in opposing SB 1020, as the bill would accelerate the target for 100 percent renewable and zero-carbon resources for the State Water Project (SWP) from 2045 to 2030, and which would not provide any cost offset or opportunities to mitigate the more than \$2.6 billion in estimated new costs on water customers of state water contracting agencies. SCWA, SWC and ACWA requested the bill be amended to:

- (1) Establish December 31, 2035, as the renewable/zero-carbon resources target date, with an 85 percent interim milestone established on December 31, 2030;
- (2) Require that the bill's provision requiring eligible renewable resources to be *"capable of being dispatched by the California balancing authority and operated for the benefit of balancing area"* be a consideration made by DWR in its procurement engagement, rather than a statutory requirement; and
- (3) Provide appropriate state investments and cost offset mechanisms that would be accessible by the SWP and the SWC. More specifically on this last requested amendment, front-end investments, and funding for SWP infrastructure improvements such as those considered in the clean energy funding package (like Oroville pumped hydropower storage) and initiatives identified in the SB 49 report to ensure SWP achievement of zero-carbon emissions.

While the bill's author had taken amendments had taken amendments earlier in the legislative process to address several concerns raised by the organizations; concerns remained about the water affordability impacts attributable to the accelerated renewable/zero-carbon resources target for the SWP. The State Water Project is the single largest producer and consumer of electricity in California. Today, approximately 70 percent of the SWP energy base load is achieved through renewable/zero-carbon resources, including 50 percent from self-generation and 20 percent from contracted renewable energy, making it one of the cleanest energy portfolios in the State for a utility its size.

In its letter, SWC and ACWA stated that while their organization and members support the objectives of SB 1020, water ratepayers simply cannot afford to shoulder extreme increases in water rates over such a short period of time without assistance from the

State. In 2023, total SWP energy costs are projected at approximately \$415 million, which represents about 26 percent of total SWP costs. Over the next decade, annual power costs, including progress toward the 2045 renewable/zero-carbon resources target, are expected to rise by more than 40 percent. The 2030 target embodied in SB 1020 would increase the cost to achieve the 100 percent target by approximately \$2.6 billion.

The bill was amended on August 29 to require each state agency to ensure that zero-carbon resources and eligible renewable energy resources supply 100 percent of electricity procured on its behalf by December 31, 2035, as opposed to 2030 (proposed amendment no. 1 above); and to delete the requirement that the eligible renewable energy resources and zero-carbon resources be capable of being dispatched by the California balancing authority and operated for the benefit of the balancing area (Proposed amendment no. 2 above). The bill, as last amended, did not provide any cost offset or opportunities to mitigate the increased costs to water customers of state water contracting agencies imposed by the bill. State Water Contractors nevertheless removed opposition to SB 1020 as the August 29 amendments significantly reduced contractor exposure to significant increased costs with the 2035 compliance date.

The bill passed the Assembly on August 29, with a 54 to 17 vote; and the Senate, the following day, on a 31 to 9 vote. Governor Newsom signed SB 1020 into law on September 16, 2022. (Chapter 361, Statutes of 2022)

California Abandoned and Derelict Commercial Vessel Program

Commercial Abandoned and Derelict Vessels (CADVs) usually consist of ferries, tugs, barges, cranes, dredges, work boats, and work platforms designed and utilized for commercial work, and military craft, but at end of life are often sold at auction to any willing buyer. These vessels can evolve into a dilapidated condition and eventually end up in an unusable state, leading the vessel to sink, partially sink, or become a sinking hazard.

Senate Bill 1065, by Senator Susan Talamantes Eggman (D-Stockton), would establish the California Abandoned and Derelict Commercial Vessel (ADCV) Program within the Natural Resources Agency, to be administered by the State Lands Commission, to bring federal, state and local agencies together to identify, prioritize, and, upon appropriation by the Legislature or after a determination by each state agency of the availability of existing funds eligible this purpose, fund the removal and proper disposal of ADCVs and other debris from commercially navigable waters. The bill would require the commission to create, by July 1, 2024, and regularly update and maintain an inventory of ADCVs on or in commercially navigable waters. The bill would establish the California ADCV Program Task Force to, in consultation with the impacted local governments, provide policy guidance for the program and advise on the prevention, removal, destruction, and disposal of ADCVs, and to develop a system for prioritizing the removal of the ADCVs

identified by the commission. The bill would further establish the ADCV Program Trust Fund to help fund the removal of ADCVs and other debris pursuant to this program.

SB 1065 would prohibit a commercial vessel that is at-risk of becoming derelict, as determined by a peace officer, from occupying, anchoring, mooring, or otherwise being secured in or on waters of the state. The bill would subject a person who violates this prohibition to a civil penalty of not less than \$1,000 and not more than \$5,000 per day, and would prescribe other requirements related to a civil action, including the assessment of a civil penalty and the recovery of other specified costs, brought for a violation of this prohibition. The bill would require 75% of civil penalties and other costs collected to be deposited into the California ADCV Program Trust Fund and, upon appropriation by the legislature, 25% distributed to the Attorney General, district attorney, or city attorney prosecuting the action.

Removing ADCVs is often complicated and expensive. Costs range from tens of thousands to several million dollars per vessel depending on size, location, and condition. Under California law, recreational vessels are required to be registered, but commercial vessels (CADVs) are not, challenging the effort to identify the number of vessels in California's waterways and the total potential for CADV management. Without a clear owner, the costs of removing these vessels and remediating any contamination they cause fall to the state. Based on a 2017 DFW survey of derelict vessels in the Sacramento-San Joaquin Bay Delta, the removal of 55 abandoned vessels was estimated to cost the state over \$30 million. Several prior legislative efforts have sought to address this problem with various degrees of success.

Unlike recreational vessels, such as ski, fishing and house boats, a statewide program does not exist to fund the removal and destruction of commercial abandoned and derelict vessels. State and local agencies have to rely on cooperation by vessel owners, lengthy legal approaches, and limited federal actions to address CADVs. Various state agencies have authorities to take ownership of a vessel, remove pollution, hazmat, and solid waste, and to recycle and dispose of the material. However, the biggest impediment to addressing CADVs, beyond ongoing funding, is that there is no single federal, state, or local agency with the authority or expertise to address the issue.

The Agency supported SB 1065 as the measure would compel the coordination amongst federal, state, and local agencies necessary for the safe and efficient removal of ADCVs and prevent additional commercial vessels from becoming abandoned. The Agency believes that the complexity of the state's ADCVs problem requires all relevant stakeholders working together collaboratively.

SB 1065 enjoyed bipartisan support in both houses of the Legislature, passing the Senate Floor with a 39 to 0 vote, and passing the Assembly Floor with a 79 to 0 vote. The bill was enrolled and presented to the Governor for his signature on September 6, 2022.

Despite the bill's bipartisan support, Governor Newsom vetoed the measure on September 28 stating:

"While I support the author's attempt to create a statewide approach to address abandoned and derelict commercial vessels in California that pose significant public health, safety, and environmental risks, this program was not accounted for in the budget. Implementation across the relevant agencies is expected to cost about \$25 million in year 1 with ongoing general fund impacts. With our state facing lower-than-expected revenues over the first few months of this fiscal year, it is important to remain disciplined when it comes to spending, particularly spending that is ongoing. We must prioritize existing obligations and priorities, including education, health care, public safety, and safety-net programs. The Legislature sent measures with potential costs of well over \$20 billion in one-time spending commitments and more than \$10 billion in ongoing commitments not accounted for in the state budget. Bills with significant fiscal impact, such as this measure, should be considered and accounted for as part of the annual budget process. For these reasons, I cannot sign this bill."

Water Rights Appropriation: Watershed Hydrology

Senate Bill 1205, by Senator Benjamin Allen (D-Santa Monica), would require the State Water Board to develop and adopt regulations to provide greater specificity as to the methods and practices for determining water availability in the issuance and administration of water right permits and licenses, including consideration of the effects of climate change upon watershed hydrology as part of the preparation of water availability analyses. The bill would require the Board to consult with the Department of Water Resources (DWR), the Department of Fish and Wildlife, and qualified hydrologists and climate change scientists in preparing the regulations.

The bill was introduced in response to the February 3, 2022, release of a document titled, *"Updating California Water Laws to Address Drought and Climate Change,"* written by a group of law professors, and others, from California institutions under the auspices of the Planning and Conservation League (PCL). The document presented 11 recommendations to the Legislature. SB 1205 would enact Recommendation #10, which calls for the Legislature to "mandate and fully fund the State Board's prompt development and adoption of regulations to provide greater specificity as to the methods and practices for determining water availability in the issuance and administration of water rights permits and licenses."

The Agency took an "oppose unless amended position" on SB 1205 and requested that the language in the bill be amended to (a) provide greater specificity in regard to its provisions, and (b) remove the reference to the effects of climate change on watershed hydrology.

Though the Agency supports the development and adoption of improved methods and practices to determine water availability, especially in consideration of climate change's impacts on our state's water resources and management infrastructure, scientists currently indicate that the effects of climate change on watershed hydrology are still undetermined. According to the Third National Climate Assessment, although rising temperatures will lead to less snowpack, drier soil conditions, and increased evapotranspiration, scientists predict that California will not experience a significant increase or decrease in precipitation. Water availability analyses are more appropriate for real-time determinations, but have little, if any, relevance to the long-range effects of climate change.

Additionally, water rights permits are 40-year permits, making the application of SB 1205 to the issuance of water rights permits challenging. As for the administration of water rights, better real-time information, improved snow sensing, precipitation forecasting, and Forecast Informed Reservoir Operation, among other approaches, will be needed to determine water availability more accurately in any given water year.

SB 1205 was amended on June 30, 2022, to state that the State Board would be required to develop and adopt regulations to "govern consideration of climate change in water in water availability analyses used in the board's review of applications for water rights permits." The bill was amended again on August 24, 2022, to (1) prohibit the Board from refusing to accept or delay processing or approval of an application on the grounds that the regulations developed have not yet been adopted; and (2) require the Board to consider the feasibility of accurately assessing the effects of climate change on watershed hydrology during the development of the regulations.

ACWA moved to a "support" position and SCWA dropped its opposition to the legislation after the August 24 amendments to SB 1205. Governor Newsom signed SB 1205 into law on September 16. (Chapter 369, Statutes of 2022).

SCWA an Effective Advocate on behalf of Members and Taxpayers

This was the third year our firm worked with the Agency's Board of Directors and staff to pursue advocacy efforts in the State Capitol. Aside from efforts to directly influence the passage or defeat of legislation, we were active in improving communications between the Agency and members of its legislative delegation, and between the Agency and key personnel with the Newsom Administration. Our areas of focus in meetings with Newsom Administration personnel have been funding for Water+ feasibility studies and fish passage challenges in the Yolo Bypass that threaten the success of Agency work to establish a sustainable salmon fishery in Lower Putah Creek.

All constitutional offices, the entire Assembly, and half of the Senate will be on the state ballot for the California general election that will take place on November 8, 2022. This will be the first state election following the decennial census and new district lines for the Senate and Assembly will be reflected in the election. SCWA continues to fall within

Senate District 3 under the new maps, but instead of being shared by three Assembly Districts, Solano County will be consolidated into one Assembly District—No. 11.

The Senate is seeing a shakeup this year due to a combination of term limits and new district maps following the 2020 Census. Senators serve staggered, four-year terms, and the 20 even number districts are on the ballot this year. As such, Senate District 3 is not up for election until 2024. Incumbent Senator Bill Dodd (D-Napa) is set to term-out on December 2, 2024.

The California Assembly will be seeing a large turnover after the 2022 general election, as 25 members of the Assembly sought work elsewhere midway or announced their retirement at the end of the current session. Incumbent Assembly Member Lori D. Wilson (D-Fairfield) is running for reelection in the new 11th Assembly District against Jenni Leilani Callison, an Independent, veteran, and consultant for the Assembly Military and Veterans Affairs Committee.

Although Assembly District 4 no longer will include the County of Solano, Assembly Member Cecilia Aguiar-Curry (D-Winters) has expressed a desire, should she win reelection, to continue to work with the Agency on Putah Creek issues. Her opponent is a Republican, winemaker, and business owner Bryan Pritchard. The new district is considered a safe Democratic seat.