Solano County Water Agency

BOARD OF DIRECTORS MEETING

BOARD OF DIRECTORS:

Chair: Mayor Ronald Kott City of Rio Vista

Vice Chair: Director Sean Favero Main Prairie Water District

Mayor Steve Young City of Benicia

Mayor Steve Bird City of Dixon

Mayor Catherine Moy City of Fairfield

Director Dale Crossley Reclamation District No. 2068

Supervisor Erin Hannigan Solano County District 1

Supervisor Monica Brown Solano County District 2

Supervisor Wanda Williams Solano County District 3

Supervisor John Vasquez Solano County District 4

Supervisor Mitch Mashburn Solano County District 5

Director J.D. Kluge Solano Irrigation District

Mayor Alma Hernandez City of Suisun City

Mayor John Carli City of Vacaville

Mayor Robert McConnell City of Vallejo

GENERAL MANAGER: Chris Lee

Solano County Water Agency

DATE: Thursday, May 11, 2023

TIME: 6:30 P.M.

PLACE: Berryessa Room Solano County Water Agency Office 810 Vaca Valley Parkway, Suite 203 Vacaville, CA 95688

Remote participation available under AB 2449:

Please review insert after agenda regarding AB 2449.

Zoom Information:

https://us02web.zoom.us/j/83191863504?pwd=UWhPZEVVbHU1bzRTWEliQkhFRGljQT09 Meeting ID: 831 9186 3504/Passcode: 932913 One tap mobile: +16694449171,,83191863504#,,,,*932913# Dial by your location: +1 669 444 9171 US

1. <u>CALL TO ORDER</u>

- 2. <u>AB 2449 STATEMENT</u>
- 3. <u>PLEDGE OF ALLEGIANCE</u>

4. <u>APPROVAL OF AGENDA</u>

5. <u>PUBLIC COMMENT</u>

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

6. <u>CONSENT ITEMS (estimated time: 5 minutes)</u>

- (A) <u>Minutes</u>: Approval of the Minutes of the Board of Directors meeting of April 13, 2023.
- (B) <u>Expenditure Approvals</u>: Approval of the April 2023 checking account register.



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

Contract Amendment with Shandam Consulting for Continuation of (C) Information Technology Support Services: Authorize General Manager to sign \$20,000 contract amendment with Shandam Consulting for continuation of Information Technology Support Services.

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

RECOMMENDATION: For information only.

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

RECOMMENDATION: For information only.

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

RECOMMENDATION: For information only.

10. **GENERAL MANAGER APPOINTMENT** (estimated time: 5 minutes)

RECOMMENDATION: For information only.

11. ADOPTION AND CERTIFICATION OF INITIAL STUDY/MITIGATED NEGATIVE **DECLARATION-LOWER PUTAH CREEK RESTORATION PROJECT, NISHIKAWA REACH AND PROJECT APPROVAL** (*estimated time: 20 minutes*)

RECOMMENDATIONS:

- 1. Receive staff report.
- 2. Public comments.
- 3. Board discussion on item.
- 4. Adoption and Certification of Initial Study/Mitigated Negative Declaration for Lower Putah Creek Restoration Project, Nishikawa Reach.
- 5. Authorize Lower Putah Creek Restoration Project, Nishikawa Reach.

12. **STATE WATER BOARD BAY-DELTA VOLUNTARY AGREEMENTS** (*estimated time: 15 minutes*)

RECOMMENDATION: For information only.

13. **APPOINTMENT OF FY 2023-2024 BUDGET REVIEW COMMITTEE**

(*estimated time: 5 minutes*)

RECOMMENDATION: Appoint committee to review proposed Water Agency FY 2023-2024 budget.

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.

15. <u>WATER POLICY UPDATES (estimated time: 10 minutes)</u>

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.

16. <u>CLOSED SESSION</u>

CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Gov. Code § 54956.9) *Name of case:* Solano County Water Agency v. State of California Department of Water Resources, Solano County Superior Court Case No. FCS055749

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

17. <u>TIME AND PLACE OF NEXT MEETING</u>

Thursday, June 8, 2023, 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.

May.2023.BOD.Agenda

AB 2449 Provides Remote Options for Public Agencies

Despite the end of the COVID-19 pandemic, public agencies still have options available to them if they need to exercise remote participation for members of their legislative bodies. AB 2449 provides that if a quorum of the legislative body participates in person, a member of a legislative body may participate remotely so long as the member provides prompt notice and the need for remote participation falls under one of the statutorily defined exceptions. The member does not need to identify their location nor ensure it is accessible to the public.

Members of legislative bodies can use AB 2449 to participate remotely if there is "just cause" or if "emergency circumstances" exist. "Just cause" is defined as any of the following:

- Providing childcare or caregiving of a parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires the member to participate remotely.
- A contagious illness that prevents attendance in person.
- Tending to a need related to a physical or mental disability.
- Travelling for business of the legislative body or another state or local agency.

"Emergency circumstances" are defined as follows:

• A physical or family medical emergency that prevents a member of a legislative body from attending in person.

Notice Must be Provided to Utilize AB 2449's Provisions

In order to utilize the provisions of AB 2449, members of a legislative body must inform their public agency at the earliest possible opportunity of their need to participate remotely, which can include before the start of the meeting. The member must also provide a general description of the circumstances that require remote participation. In the case of emergency circumstances, the member must actually request that the legislative body allow them to participate remotely and the legislative body has to take action on this request.

Any member participating remotely because of just cause or emergency circumstances must publicly disclose at the meeting before any action is taken, whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with any such individuals.

Members and Public Must have Option to Participate in Meetings both Audibly and Visually

When a member participates remotely, he/she must utilize both audio and visual capabilities to effectuate compliance with the statute. Therefore, members of public agencies cannot use a call in only option to attend meetings, they must be on camera. Additionally, the legislative body is responsible for ensuring that the public can also participate in meetings remotely. This includes providing a way for the public to remotely hear, visually observe, and remotely address the legislative body. Furthermore, members of the public can no longer be required to submit their comments prior to the meeting but instead must be allowed to give comments in real time.

CONSENT ITEMS

SOLANO COUNTY WATER AGENCY BOARD OF DIRECTORS MEETING MINUTES MEETING DATE: April 13, 2023

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 (remote) Mayor Catherine Moy, City of Fairfield (remote) Mayor Ronald Kott, City of Rio Vista Mayor Alma Hernandez, City of Suisun City (remote) Mayor John Carli, City of Vacaville Mayor Robert McConnell, City of Vallejo Supervisor Erin Hannigan, Solano County District 1 Supervisor Monica Brown, Solano County District 2 Supervisor Wanda Williams, Solano County District 3 Supervisor John Vasquez, Solano County District 4 Director Sean Favero, Maine Prairie Water District

CALL TO ORDER

The meeting was called to order by Chair Kott at 6:31 pm.

APPROVAL OF AGENDA

On a motion by Supervisor Hannigan and a second by Supervisor Williams the Board unanimously approved-by roll call vote - the agenda.

PUBLIC COMMENT

Jeff TenPas, representing Friends of Putah Creek, voiced concern about the upcoming Nishikawa Restoration Project. Mr. TenPas shared that he believes the Nishikawa Restoration Project is the wrong project, and a simpler solution would be gravel augmentation.

Alan Pryor, representing Friends of Putah Creek, informed the Board that they had sued the Water Agency a few years back in regard to the Winters Putah Creek Park Restoration Project. Mr. Pryor shared that he believes the DEIR is deficient and SCWA is not disclosing all necessary documents. Furthermore, Mr. Pryor shared that the former General Manager indicated there would be a science advisory panel, which has never happened.

CONSENT ITEMS

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

- (A) Minutes
- (B) Expenditure Approvals
- (C) Quarterly Financial Reports
- (D) Approve Amended MOU for Westside Integrated Regional Water Management Plan

BOARD MEMBER REPORTS

Mayor Young provided an update on the City of Benicia's transmission pipeline failure. The Public Works Department has installed a temporary emergency bypass. The City is hoping all the costs will be covered by FEMA and California OES. The City will still need to provide a permanent fix to the transmission line, which is expected to cost around \$3-Million. There is a possibility that Benicia may come back to the SCWA Board to request funds to help cover any remaining costs which are not covered by the federal or state agencies. The City of Benicia may also come back to the SCWA Board to further discuss the need of an intertie between Benicia and Vallejo. Mayor Young then requested a brief update

SCWA Board Meeting Minutes April 13, 2023

from Danielle Bonham, Deputy Public Works Director of Utilities, City of Benicia. Ms. Bonham shared with the Board that while the emergency bypass has been installed, it cannot meet the full demand of the City, which is temporarily being supplemented with Lake Herman. City of Benicia staff are working closely with City of Fairfield staff, as Fairfield has a similar issue as well.

INTERIM GENERAL MANAGERS REPORT

Interim General Manager Chris Lee had nothing to add to his written report.

SOLANO WATER ADVISORY COMMISSION REPORT

Ms. Danielle Bonham, Deputy Public Works Director of Utilities, City of Benicia, shared that the cities are reviewing last month's water accounting workshop and will have a follow up workshop moving forward.

GENERAL MANAGER APPOINTMENT

Several Board members were concerned that the General Manager's contract was not included in the Board Packet. After a lengthy discussion, a motion was put forward to approve the agreement. The Board also requested that the contract be included as a supplement for the next Board meeting.

On a motion by Supervisor Vasquez and a second by Mayor Bird, the Board approved by roll call vote:

Approve agreement for appointment of General Manager Services.

Supervisor Hannigan, Supervisor Williams, Mayor Young, Mayor Moy, and Mayor Hernandez voted no.

AUTHORIZATION FOR INTERIM GENERAL MANAGER TO HIRE FEDERAL LOBBYIST FOR A TIME AND MATERIALS AGREEMENT

Interim General Manager Chris Lee shared with the Board that water agencies in the San Joaquin Valley have been very effective at obtaining federal money to deal with subsidence issues. The Water Agency would like to have a federal lobbyist to go after federal funds including infrastructure projects for the Solano Project. On a motion by Supervisor Hannigan and second by Supervisor Brown, the Board unanimously approved by roll call vote:

Authorize Interim General Manager to hire federal lobbyist for a time and materials agreement.

WATER SUPPLY PORTFOLIO

Interim General Manager Chris Lee introduced Jeff Barich, Senior Water Resources Engineer, to provide an overview of the Water Agency's water portfolio. Mr. Barich explained that there are two main regional water supplies which include the Solano Project and State Water Project (SWP). The Solano Project is owned by the US Bureau of Reclamation (USBR), but locally managed by the Water Agency and operated under contract by the Solano Irrigation District (SID). The Solano Project provides both agricultural and municipal water to member agencies that include Benicia, Fairfield, Suisun City, Vacaville, Vallejo, Maine Prairie Water District, Solano Irrigation District, as well as to UC Davis and California State Prison Solano. Solano Project water accounting is straightforward and includes Entitlements, Carryover, as well as Transfers/Exchanges between member agencies. The SWP is more complex, is owned and operated by the California Department of Water Resources (DWR) and serves the entire state. The North Bay Aqueduct (NBA) is the part of the SWP that serves both Napa and Solano County and represents 2% of the entire SWP. The NBA provides only municipal water supply, and in Solano County serves Benicia, Fairfield, Travis Air Force Base, Vacaville, Vallejo and could serve in the future Dixon, Rio Vista, and Suisun City. The SWP has more classifications of water type and nuances associated with each type, with Table A, Carryover, and Settlement Water being some of the core water types. The City of Vallejo also has their own water right, Vallejo Permit Water, which predates the SWP, but is now conveyed through the NBA. Supervisor Vasquez shared with the Board that the City of Vallejo is looking at potentially reactivating their Cache Slough Pump Station and Pipeline, as they cannot fully access all of their Vallejo Permit Water through the NBA. Mayor Hernandez shared with the Board that the Suisun-Solano Water Authority is working on an intertie between the Solano Project and NBA, so that Suisun City can access their SWP allocation.

LEGISLATIVE UPDATES

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

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 Vasquez shared that comments on the Delta Conveyance Project continue to be an important topic for the Delta Counties Coalition.

Ms. Patterson provided an update on activities of the North Bay Watershed Association. The most recent update was focused on the Groundwater Sustainability Agency's (GSA's) and Groundwater Sustainability Plan's (GSP's) for Napa and Sonoma Counties. In Sonoma County there are 3 GSA's and 3 GSP's, with all of the GSP's approved by DWR. Sonoma County has a long history of groundwater and controversy between the urban and agricultural communities. The Sonoma Valley has had a chronic decline in the deep aquifer system. The key to achieving sustainability is to address data gaps and plan for implementation projects that both reduce and supplement groundwater supplies. For Napa County, there is one GSA and GSP for the entire region. Some of the key response activities for Napa County include the use of Flood MAR, recharge options, implementation of workplans, and groundwater pumping reduction. The Napa Valley has a very seasonal groundwater system, but with a trend of overdraft during the drought periods.

CLOSED SESSION

Closed Session pursuant to Gov. Code § 54956.8, Conference with Real Property Negotiations. Property APNs: 0042-150-030, 0042-150-160, 0042-150-280, and 0042-170-190, 0042-170-200, 0042-170-100, 0042-170-220, 0042-170-230, 0042-090-070 Agency Negotiation: Chris Lee Negotiating Parties: Flannery Associates, LLC Under Negotiation: Exchange/Acquisition/Lot-line Adjustment

The Board moved into Closed Session at 7:32pm and returned to Open Session at 7:55pm. There were no reportable actions.

TIME AND PLACE OF NEXT MEETING

Thursday, May 11, 2023, at 6:30pm. at the SCWA offices.

ADJOURNMENT

The meeting of the Solano County Water Agency Board of Directors was adjourned at 7:56 pm.

Chris Lee General Manager & Secretary to the Solano County Water Agency

ACTION OF SOLANO COUNTY WATER AGENCY

DATE: May 11, 2023

SUBJECT: Expenditures Approval

<u>RECOMMENDATIONS</u>:

Approve expenditures from the Water Agency checking accounts for April 2023.

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 April 2023. Additional backup information is available upon request.

Recommended:

Chris Lee, General Manager

Approved as	Other	Continued on	
Recommended	(see below)	next page	

Modification to Recommendation and/or other actions:

D

I, Chris Lee, 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 May 11, 2023, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Chris Lee General Manager & Secretary to the Solano County Water Agency

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount	
4/18/23	10217	2020WC 2020WC 1020SC	Invoice: 22-12-3868 Invoice: 10127 MBK ENGINEERS	4,141.00 1,793.75	5,934.75	
4/4/23	39192	2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 15209 Invoice: 15210 Invoice: 15212 Invoice: 15211 ZACHARIAH WILKERSON	8,055.79 20,694.19 367.50 1,050.00	30,167.48	
4/4/23	39193	2020SC 1020SC	Invoice: 670162-6 AACTION RENTS LP	404.80	404.80	
4/4/23	39194	2020SC 1020SC	Invoice: 9134363642 AIRGAS USA, LLC	22.07	22.07	
4/4/23	39195	2020SC 1020SC	Invoice: 4201103 AMERICAN TOWER CORPORATION	741.56	741.56	
4/4/23	39196	2020SC 1020SC	Invoice: 22-965 FOSTER & FOSTER CONSULTING ACTUARIES IN	13,837.00	13,837.00	
4/4/23	39197	2020SC 1020SC	Invoice: 00002521 GRASSETTI ENVIRONMENTAL CONSULTING	175.00	175.00	
4/4/23	39198	2020SC 1020SC	Invoice: MAR 2023 MARK E. GRISMER PHD PE	2,500.00	2,500.00	
4/4/23	39199	2020SC 1020SC	Invoice: 28400 HARVEST SANITATION	303.24	303.24	
4/4/23	39200	2020SC 1020SC	Invoice: 6376 HOOD PROMOTIONS GROUP, INC.	850.05	850.05	
4/4/23	39201	2020SC 1020SC	Invoice: IN617207 INSTRUMART	7,988.76	7,988.76	
4/4/23	39202	2020SC 2020SC 2020SC 1020SC	Invoice: CL47175 Invoice: CL48613 Invoice: CL50094 INTERSTATE OIL COMPANY	1,643.60 810.22 951.83	3,405.65	
4/4/23	39203	2020SC 1020SC	Invoice: 213592 MARTIN'S METAL FABRICATION &	34.60	34.60	
4/4/23	39204	2020SC 1020SC	Invoice: 8563940 MOTION & FLOW CONTROL PRODUCTS, INC.	98.81	98.81	
4/4/23	39205	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC	Invoice: 351846 Invoice: 351845 Invoice: 352153 Invoice: 352210 Invoice: 352205 Invoice: 352203 Invoice: 179277 Invoice: 352507 Invoice: 352506 Invoice: 352500 Invoice: 352852 Invoice: 352852	$\begin{array}{c} 25.72 \\ 19.24 \\ 152.14 \\ 59.15 \\ 18.43 \\ 47.78 \\ 181.52 \\ 96.20 \\ 57.04 \\ 22.22 \\ 23.02 \end{array}$		

Cash Disbursements Journal

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount	
		2020SC 2020SC	Invoice: 352925 Invoice: FIN CHRG 3.25.23	68.62 0.62		
		1020SC	PACIFIC ACE HARDWARE		771.70	
4/4/23	39206	2020SC 1020SC	Invoice: 1167166 GROW WEST	1,269.00	1,269.00	
4/4/23	39207	2020SC	Invoice: JOYCE MATTHEWS 1	100.00	100.00	
		1020SC	JOYCE MATTHEWS		100.00	
4/4/23	39208	2020SC 1020SC	Invoice: AZAD MOJADEDI 1 AZAD MOJADEDI	55.00	55.00	
1/1/22	20200			100.00	00100	
4/4/23	39209	2020SC 1020SC	Invoice: SARAH RUSSO SARAH RUSSO	100.00	100.00	
4/4/23	39210	2020SC	Invoice: MATTHEW SANDERS MATTHEW SANDERS	1,309.50	1 200 50	
		1020SC	MATTHEW SANDERS		1,309.50	
4/4/23	39211	2020SC 1020SC	Invoice: LINCOLN TRAN LINCOLN TRAN	100.00	100.00	
4/4/23	39212	2020SC 1020SC	Invoice: 9931119447 VERIZON WIRELESS	1,565.00	1,565.00	
4/6/23	39213	2020SC 1020SC	Invoice: 235938 FUTURE CHEVROLET OF SACRAMENTO, INC.	86,754.78	86,754.78	
4/11/23	39214	2020SC 1020SC	Invoice: 699292 ACWA JOINT POWERS INSURANCE AUTHORITY	2,434.01	2,434.01	
4/11/23	39215	2020SC	Invoice: 638977-9	3,000.00		
		2020SC	Invoice: 638845-7	3,000.00		
		2020SC 1020SC	Invoice: 638806-7 ALPHA MEDIA LLC	3,000.00	9,000.00	
4/11/23	39216	2020SC 1020SC	Invoice: IN1278803 AM CONSERVATION GROUP, INC.	5,351.93	5,351.93	
4/11/23	39217	2020SC	Invoice: EXP REIMB	25.00		
		2020SC	FEB 2023 Invoice: EXP REIM	25.00		
		1020SC	MARCH 2023 JEFF BARICH		50.00	
4/11/23	39218	2020SC	Invoice: BA8635	1,315.00		
		2020SC 2020SC	Invoice: BA8634 Invoice: BA8633	840.00 1,216.25		
		1020SC	BLANKINSHIP & ASSOCIATES, INC.	1,210.25	3,371.25	
4/11/23	39219	2020SC 1020SC	Invoice: 42079 BRERETON ARCHITECTS	11,605.00	11,605.00	
4/11/23	39220	2020SC 1020SC	Invoice: SG01627 BSK ASSOCIATES	1,930.00	1,930.00	
4/11/23	39221	2020SC	Invoice: 5151084703	72.61		
		2020SC 1020SC	Invoice: 5151084738 CINTAS 11	244.11	316.72	
		102050	CINTAS 11 CORPORATION		510.72	

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount	
4/11/23	39222	2020SC 1020SC	Invoice: MAR 2023 LEG MTG DALE CROSSLEY	100.00	100.00	
4/11/23	39223	2020SC 1020SC	Invoice: MAR 2023 JAMES B. DEROSE	7,338.30	7,338.30	
4/11/23	39224	2020U 1020SC	Invoice: 002149 EARTHSCOPE CONSORTIUM	11,757.00	11,757.00	
4/11/23	39225	2020SC 1020SC	Invoice: 5471 EYASCO, INC.	41,317.50	41,317.50	
4/11/23	39226	2020SC 1020SC	Invoice: CAVAC80336 FASTENAL COMPANY	1,986.53	1,986.53	
4/11/23	39227	2020SC 1020SC	Invoice: 59621 FRANK'S SEPTIC	475.00	475.00	
4/11/23	39228	2020SC	Invoice: EXP REIM	31.08		
		2020SC	2.16.2023 Invoice: EXP REIM MARCH 2023	115.67		
		1020SC	ZACH HYER		146.75	
4/11/23	39229	2020SC	Invoice: MAR 2023 LEG MTG	100.00		
		1020SC	JOHN D. KLUGE		100.00	
4/11/23	39230	2020SC 1020SC	Invoice: 601037 M&M SANITARY LLC	157.50	157.50	
4/11/23	39231	2020SC 1020SC	Invoice: 304059 MILLENNIUM TERMITE & PEST	84.00	84.00	
4/11/23	39232	2020SC 1020SC	Invoice: 13655955 PAPE MACHINERY	196.88	196.88	
4/11/23	39233	2020SC 1020SC	Invoice: 7263 PAT DAVIS DESIGN GROUP, INC	760.00	760.00	
4/11/23	39234	2020SC 1020SC	Invoice: 011 ELIZABETH PATTERSON	384.30	384.30	
4/11/23	39235	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 970134 Invoice: 970238 Invoice: 973062 Invoice: 973274 Invoice: 973638 Invoice: 974240 Invoice: 974314 Invoice: 974314 Invoice: 974353 Invoice: 974348 Invoice: 974973 Invoice: 975061 Invoice: 975079 Invoice: 975079 Invoice: 975163 BOB PISANI & SON	$19.72 \\ 10.52 \\ 57.84 \\ 38.71 \\ 27.01 \\ 32.37 \\ 65.19 \\ 119.04 \\ 186.64 \\ 12.21 \\ 40.44 \\ 289.65 \\ 96.51 \\ 105.62 \\ 10$	1,101.47	
4/11/23	39236	2020SC 1020SC	Invoice: 1022294953 PITNEY BOWES	94.20	94.20	
4/11/23	39237	2020U 1020SC	Invoice: 7595 RESOURCE MANAGEMENT 12 ASSOCIATES	16,407.00 2	16,407.00	

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount	
4/11/23	39238	2020SC	Invoice: 0331232306	9,015.00		
	0,200	1020SC	SHANDAM INC.	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	9,015.00	
4/11/23	39239	2020SC	Invoice: 12610162	17.18	17 10	
		1020SC	SHELDON		17.18	
4/11/23	39240	2020U 1020SC	Invoice: MAR 2023 SOLANO COUNTY	985.80	985.80	
			FLEET MANAGEMENT			
4/11/23	39241	2020SC	Invoice: 0039281	16,659.52		
		2020SC 1020SC	Invoice: 0039282 SOLANO IRRIGATION	337.92	16,997.44	
			DISTRICT			
4/11/23	39242	2020SC 2020SC	Invoice: 300573125	59.05 26.83		
		2020SC 2020SC	Invoice: 300573128 Invoice: 300043178	51.83		
		1020SC	TRACTOR SUPPLY CREDIT PLAN		137.71	
4/11/23	39243	2020SC	Invoice: 8040766	327.55		
		2020SC	Invoice: 2017443	789.25		
		2020SC 2020SC	Invoice: 7020483 Invoice: 3011293	350.29 115.53		
		1020SC	HOME DEPOT CREDIT	113.33	1,582.62	
			SERVICE			
4/11/23	39244	2020SC 1020SC	Invoice: 035030 PACIFIC TRAILERS	7,406.57	7,406.57	
			PACIFIC TRAILERS		7,400.37	
4/13/23	39245	2020SC 1020SC	Invoice: 5138128A DLT SOLUTIONS, LLC	2,860.12	2,860.12	
4/10/22	20245			10 510 40	2,000.12	
4/18/23	39246	2020SC 1020SC	Invoice: 15224 ZACHARIAH	12,513.49	12,513.49	
			WILKERSON			
4/18/23	39247	2020SC	Invoice: 673468-6	667.08	((7.0)	
		1020SC	AACTION RENTS LP		667.08	
4/18/23	39248	2020SC	Invoice: WC 1/1/23-3/31/23	5,292.56		
		1020SC	ACWA JOINT POWERS		5,292.56	
			INSURANCE AUTHORIT			
4/18/23	39249	2020N	Invoice: 22-1008-10	3,361.50		
		1020SC	CBEC, INC.	_ ,_ ,	3,361.50	
4/18/23	39250	2020SC	Invoice: HS15667	1,441.50		
		2020SC 1020SC	Invoice: HS69039 CDW LLC	1,441.50	2,883.00	
4/10/00	20251			2,000,00	2,003.00	
4/18/23	39251	2020SC	Invoice: NISHIKAWA PERMIT	2,000.00		
		1020SC	CENTRAL VALLEY FLOOD PROTECTION		2,000.00	
			BOARD			
4/18/23	39252	2020SC	Invoice: EXP REIM	225.62		
		1020SC	JAN-MAR 23 MARCIE		225.62	
			FEHRENKAMP			
4/18/23	39253	2020SC	Invoice: 9651352396	1,368.95		
		2020SC 2020SC	Invoice: 9655010784 Invoice: 9655010826	84.52	1,368.95	
		1020SC	W.W.GRAINGER, INC.		84.52	
4/18/23	39254	2020SC	Invoice: SCWA-23-1 13	2,500.00		
				,		

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount	
		1020SC	HIUGA DIVING CO.		2,500.00	
4/18/23	39255	2020SC	Invoice: 6807	260.00		
	0,200	1020SC	J.T. MARTIN	200100	260.00	
4/18/23	39256	2020SC	Invoice: 0120813	96.00		
11 10/20	07200	2020SC	Invoice: 0119988	96.00		
		1020SC	DARYL SISCO		192.00	
4/18/23	39257	2020SC	Invoice: 39522	11,107.50		
4/10/23	57251	2020SC	Invoice: 39656	15,023.00		
		1020SC	LUHDORFF &	,	26,130.50	
			SCALMANINI			
4/18/23	39258	2020SC	Invoice: NAPA WHOLE	312,000.00		
			22/23	,		
		1020SC	COUNTY OF NAPA		312,000.00	
4/18/23	39259	2020SC	Invoice: JAN - MAR 2023	49,886.00		
		1020SC	PUTAH CREEK		49,886.00	
			COUNCIL			
4/18/23	39260	2020SC	Invoice: 51050292	108.22		
		1020SC	RECOLOGY		108.22	
			VACAVILLE SOLANO			
4/18/23	39261	2020SC	Invoice: 01224989	35.00		
		1020SC	RECOLOGY HAY		35.00	
			ROAD			
4/18/23	39262	2020SC	Invoice: 034-MAY-2023	9,500.00		
		1020SC	REEB GOVERNMENT		9,500.00	
			RELATIONS, LLC			
4/18/23	39263	2020SC	Invoice: WCP-265	1,883.56		
		2020SC	Invoice: WCP-267	1,097.29		
		2020SC	Invoice: WCP-269	3,111.23		
		2020SC 1020SC	Invoice: WCP-276 RICHARD HEATH &	4,047.65	10,139.73	
		102050	ASSOCIATES, INC.		10,139.75	
4/18/23	39264	2020SC	Invoice: 033123AGS18	3,135.00		
+/10/23	39204	1020SC	SHANDAM INC.	3,135.00	3,135.00	
4/10/02	20265	202005	L : 1200022	1 47 21		
4/18/23	39265	2020SC 1020SC	Invoice: 12690033 SHELDON	147.31	147.31	
					117.51	
4/18/23	39266	2020SC	Invoice: 0039566	109,667.74		
		2020SC 1020SC	Invoice: 0039567 SOLANO IRRIGATION	177,412.38	287,080.12	
		102050	DISTRICT		201,000.12	
1/10/02	20267	202050	Invisor 227624	442 60		
4/18/23	39267	2020SC 1020SC	Invoice: 237634 STERLING MAY	442.60	442.60	
		102000	EQUIPMENT CO.		772.00	
4/18/23	39268	202050	Invoice: 359	75.00		
+/10/23	37200	2020SC 2020SC	Invoice: 359 Invoice: 356	200.00		
		2020SC	Invoice: 360	1,475.00		
		2020SC	Invoice: 358	7,313.13		
		2020SC	Invoice: 357	3,175.00		
		2020SC	Invoice: 361	4,250.00	16 400 12	
		1020SC	KATHLEEN A SALMUNOVICH		16,488.13	
140.00	202.52	000000				
4/18/23	39269	2020SC	Invoice: ANTHONY BERNASCONI	1,407.00		
		1020SC	ANTHONY		1,407.00	
			BERNASCONI		,	
4/18/23	39270	2020SC	Invoice: LOUISE 14	1,308.00		
10,20	2,210	202050	Invoice: LOUISE 14 ERLANDSSON-WA	1,550.00		

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount	
		1020SC	LOUIS ERLANDSSON-WARD		1,308.00	
4/18/23	39271	2020SC	Invoice: JESSICA FIELDS	1,230.00	1 220 00	
		1020SC	JESSICA FIELDS		1,230.00	
4/18/23	39272	2020SC 1020SC	Invoice: CRISTINA GUTIERREZ CRISTINA GUTIERREZ	80.00	80.00	
					00.00	
4/18/23	39273	2020SC 1020SC	Invoice: SCOTT HANDA SCOTT HANDA	589.50	589.50	
4/18/23	39274	2020SC	Invoice: SUSAN	1,500.00		
		1020SC	HARVEY SUSAN HARVEY		1,500.00	
4/18/23	39275	2020SC	Invoice: RAMANDEEP KAUR	1,500.00		
		1020SC	RAMANDEEP KAUR		1,500.00	
4/18/23	39276	2020U	Invoice: PARKER LANDIS 1	100.00		
		1020SC	PARKER LANDIS		100.00	
4/18/23	39277	2020SC	Invoice: DIANNE MCLEAN	1,500.00	1 500 00	
		1020SC	DIANNE MCLEAN		1,500.00	
4/18/23	39278	2020SC 1020SC	Invoice: ALEXIS PAULETICH ALEXIS PAULETICH	1,500.00	1,500.00	
			ALEAIS FAULETICH		1,500.00	
4/18/23	39279	2020SC 1020SC	Invoice: MARICARMEN REYES MARICARMEN REYES	1,500.00	1,500.00	
4/18/23	20280			724.50	,	
+/10/23	39280	2020SC 1020SC	Invoice: KATHRYN VEGAS-PARISH KATHRYN VEGAS DADIGU	724.50	724.50	
			VEGAS-PARISH			
4/18/23	39281	2020SC	Invoice: VALLEJO PEOPLES GARD	500.00		
		1020SC	VALLEJO PEOPLE'S GARDEN		500.00	
4/25/23	39282	2020SC	Invoice: APR 2023 BOD	100.00		
		1020SC	MTG STEVEN BIRD		100.00	
4/25/23	39283	2020SC 1020SC	Invoice: CFFU-2023#1 CALIFORNIA FLY FISHERS UNLIMITED	5,000.00	5,000.00	
4/25/23	39284	2020SC 1020SC	Invoice: 30340709 CANON FINANCIAL SERVICES, INC.	869.43	869.43	
4/25/23	39285	2020SC 1020SC	Invoice: HH04502 CDW LLC	1,023.15	1,023.15	
4/25/23	39286	2020SC 1020SC	Invoice: 1919150 COUNTY OF YOLO	20.00	20.00	
4/25/23	39287	2020SC 1020SC	Invoice: 5849446-0001 NORCAL RENTAL GROUP, LLC	7,475.29	7,475.29	
4/25/23	39288	2020SC	Invoice: APR 2023 EXEC 15 MTG	100.00		

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount	
		1020SC	DALE CROSSLEY		100.00	
4/25/23	39289	2020N	Invoice: 23-232-V MAR 2023	6,174.00		
		2020SC	Invoice: 023-026-T MAY 2023	648,493.00		
		2020SC	Invoice: 23-024-O MAY 2023	784.00		
		1020SC	DEPARTMENT OF WATER RESOURCES		655,451.00	
4/25/23	39290	2020SC	Invoice: 8-071-48113	141.72		
		2020SC	Invoice: 9-647-58554	11.84		
		2020SC	Invoice: 8-085-96685	141.90		
		2020SC	Invoice: 8-100-08263	140.68		
		1020SC	FEDEX EXPRESS		436.14	
4/25/23	39291	2020SC	Invoice: 9660471104	105.29		
+/23/23	39291	1020SC	W.W.GRAINGER, INC.	105.29	105.29	
4/25/23	39292	2020SC	Invoice: SW010335638	20,440.33		
		1020SC	HOLT OF CALIFORNIA		20,440.33	
1/25/22	20202	20208.0	Invoices CL 51552	1.060.76		
4/25/23	39293	2020SC 2020SC	Invoice: CL51553 Invoice: MAR0190-FC	1,069.76 36.19		
		1020SC	INTERSTATE OIL	50.19	1,105.95	
		102050	COMPANY		1,103.73	
4/25/23	39294	2020SC	Invoice: 89153	247.60		
		1020SC	IRRIGATION SUPPLY		247.60	
			COMPANY			
1/05/02	20205	202050	L	000.00		
4/25/23	39295	2020SC 1020SC	Invoice: 9788 KC ENGINEERING	800.00	800.00	
		10205C	COMPANY		800.00	
4/25/23	39296	2020SC	Invoice: 3	810,600.57		
		1020SC	LANDMARK		810,600.57	
			CONSTRUCTION			
1/25/22	20207	202050	Invoice: EED 2022	75.00		
4/25/23	39297	2020SC	Invoice: FEB 2023 COVID	75.00		
		1020SC	LEE, CHRISTOPHER R.		75.00	
			,, 0, 100, 100			
4/25/23	39298	2020SC	Invoice: 187835	12,440.00		
		2020SC	Invoice: 187916	39,846.25		
		1020SC	LSA ASSOCIATES, INC.		52,286.25	
1/05/02	20200	202050	Lauring DD 2022 EVEC	100.00		
4/25/23	39299	2020SC	Invoice: PR 2023 EXEC MTG	100.00		
		1020SC	MIG MITCH MASHBURN		100.00	
		102050			100.00	
4/25/23	39300	2020WC	Invoice: 10142	6,353.75		
		1020SC	MBK ENGINEERS	,	6,353.75	
4/25/23	39301	2020SC	Invoice: APR 2023 BOD	141.92		
		102050	MTG DODEDT MCCONNELL		141.00	
		1020SC	ROBERT MCCONNELL		141.92	
/25/23	39302	2020SC	Invoice: FEB-MAR 2023	102.00		
., 23, 23	07002	1020SC	MILLENNIUM	102.00	102.00	
			TERMITE & PEST			
4/25/23	39303	2020SC	Invoice: 3/13/23-4/10/23	2,273.22		
		1020SC	PACIFIC GAS &		2,273.22	
			ELECTRIC CO,			
1/25/22	39304	202080	Invoice: 23,17	007 20		
1/23/23	57504					
				517.05	1,577,13	
		102000	COUNCIL 16	_	1,077.10	
4/25/23	39304	2020SC 2020SC 1020SC	Invoice: 23-17 Invoice: 23-21 PUTAH CREEK	997.30 579.83	1,577.13	

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount	
4/25/23	39305	2020SC 1020SC	Invoice: 51049153 RECOLOGY VACAVILLE SOLANO	285.60	285.60	
4/25/23	39306	2020SC 1020SC	Invoice: 14867 REGIONAL GOVERNMENT SERVICES AUTHORITY	40.03	40.03	
4/25/23	39307	2020SC 1020SC	Invoice: 537937 RON DUPRATT FORD	202.08	202.08	
4/25/23	39308	2020SC 1020SC	Invoice: 1898 WAYNE HUTCHINSON	522.13	522.13	
4/25/23	39309	2020N 1020SC	Invoice: 3017090 SOMACH, SIMMONS & DUNN	898.56	898.56	
4/25/23	39310	2020SC 1020SC	Invoice: 006492990046 MAY2023 STANDARD INSURANCE COMPANY	2,207.14	2,207.14	
4/25/23	39311	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC	Invoice: 3246903201 Invoice: 3247421201 Invoice: 3253394111 Invoice: 3256071091 Invoice: 3256729681 Invoice: 3258059141 Invoice: FIN CHRG 4.14.23	978.52 161.11 36.21 216.27 65.97 202.78 42.76		
4/25/23	39312	1020SC 2020SC 1020SC	STAPLES Invoice: INTEREST 2022-2023 CA DEPT. OF TAX AND	1,471.72	1,703.62	
4/25/23	39313	2020SC 1020SC	FEE ADMIN Invoice: 2023-02 MICHAEL A. MELANSON	10,440.00	10,440.00	
4/25/23	39314	2020SC 1020SC	Invoice: 24854 SUMMERS ENGINEERING CO., INC.	1,747.08	1,747.08	
4/25/23	39315	2020SC 1020SC	Invoice: 2023-4-SCWA SUSTAINABLE SOLANO INC.	17,728.00	17,728.00	
4/25/23	39316	2020SC 2020SC 1020SC	Invoice: 2023-01458 Invoice: 2023-01459 TERRA REALTY ADVISORS, INC.	7,354.91 2,300.00	9,654.91	
4/25/23	39317	2020SC	Invoice: BARRY BERNARDI BARRY DERNARDI	1,500.00	1,500,00	
/25/23	39318	1020SC 2020SC 1020SC	BARRY BERNARDI Invoice: LARRY BOWMAN LARRY BOWMAN	82.83	1,500.00 82.83	
4/25/23	39319	2020SC	Invoice: KATHY CLEAIRMONT	50.00		
		2020SC	Invoice: KATHY	648.00		
		1020SC	CLEAIRMONT 1 17 KATHY CLEAIRMONT 17		698.00	

Cash Disbursements Journal

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount	
4/25/23	39320	2020SC 1020SC	Invoice: GEORGE CORRIGAN GEORGE CORRIGAN	1,170.00	1,170.00	
4/25/23	39321	2020SC	Invoice: CHELSEA	100.00		
		1020SC	DEFRANTIS CHELSEA DEFRANTIS		100.00	
4/25/23	39322	2020SC 1020SC	Invoice: EMILY EYTH EMILY EYTH	1,500.00	1,500.00	
4/25/23	39323	2020SC	Invoice: THERESE FRANK	995.10		
		1020SC	THERESE FRANK		995.10	
4/25/23	39324	2020SC	Invoice: REBECCA JONILIONIS	1,487.25		
		1020SC	REBECCA JONILIONIS		1,487.25	
4/25/23	39325	2020SC 1020SC	Invoice: ENIKO KECSKES ENIKO KECSKES	1,500.00	1,500.00	
					1,500.00	
4/25/23	39326	2020SC 1020SC	Invoice: BENJAMIN KREMER BENJAMIN KREMER	96.00	96.00	
					20.00	
4/25/23	39327	2020SC 1020SC	Invoice: YUENSHU LI YUENSHU LI	50.00	50.00	
4/25/23	39328	2020SC	Invoice: ANGELA MOORE	100.00		
		1020SC	ANGELA MOORE		100.00	
4/25/23	39329	2020SC 1020SC	Invoice: SERGE POND SERGE E. POND	1,500.00	1,500.00	
4/25/23	39330	2020SC 1020SC	Invoice: ARIEL SILVA ARIEL SILVA	1,500.00	1,500.00	
4/25/23	39331	2020SC	Invoice: APR 2023 BOD MTG	100.00		
		1020SC	JOHN VASQUEZ		100.00	
4/25/23	39332	2020SC 1020SC	Invoice: 3074280 CAL.NET INC WINTERS	595.00	595.00	
4/25/23	39333	2020SC 1020SC	Invoice: DS08-40 YOLO COUNTY RCD	6,175.21	6,175.21	
4/25/23	39334	2020SC 2020SC 1020SC	Invoice: 2023.0418 Invoice: 2023.0419 YOLO COUNTY FC&WCD	13,618.56 8,548.49	22,167.05	
4/25/23	39335	2020SC	Invoice: APR 2023 BOD MTG	143.23		
		1020SC	STEVE YOUNG		143.23	
4/25/23	ASHLEY MAR 2	2020SC	Invoice: ASHLEY MAR 2023	1,174.67		
		1020SC	UMPQUA BANK		1,174.67	
4/25/23	CRUZ MAR 2023	2020SC	Invoice: CRUZ MAR 2023	15.99		
		1020SC	UMPQUA BANK		15.99	
4/25/23	CUETARA MAR	2020SC	Invoice: CUETARA MAR 2023 18	1,435.34		
		1020SC	UMPQUA BANK		1,435.34	

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount	
4/14/23	EFT	2020SC 1020SC	Invoice: 88508907 WEX BANK	1,906.04	1,906.04	
4/14/23	EFT	2020SC 1020SC	Invoice: 26803520 PAYCHEX	130.00	130.00	
4/5/23	EFT 04.05.2023	2020SC 1020SC	Invoice: EFT 04.07.2023 PAYROLL TAXES	22,488.27	22,488.27	
4/5/23	EFT 04.05.23	2020SC 1020SC	Invoice: 74117 ONEPOINT HUMAN CAPITAL MANAGEMENT LLC	627.50	627.50	
4/3/23	EFT 04.03.2023	2020SC 1020SC	Invoice: APRIL 2023 HEALTH CALPERS	26,230.75	26,230.75	
4/10/23	EFT 04.10.23	2020SC	Invoice: SIP PPE	7,520.08		
		1020SC	04.01.2023 CALPERS	,	7,520.08	
4/11/23	EFT 04.11.2023	2020SC	Invoice: PEPRA PPE	6,611.25		
		2020SC 1020SC	04.01.2023 Invoice: PPE 04.01.2023 CALPERS	9,246.14	15,857.39	
4/21/23	EFT 04.21.23	2020SC 1020SC	Invoice: 74620 ONEPOINT HUMAN CAPITAL MANAGEMENT LLC	122.00	122.00	
4/21/23	EFT 04.21.23	2020SC 1020SC	Invoice: PPE 04.15 2023 PAYROLL TAXES	23,941.03	23,941.03	
4/26/23	EFT 04.26.23	2020SC 2020SC 1020SC	Invoice: PPE 4.15.23 Invoice: PEPRA 4.15.23 CALPERS	9,993.15 6,611.25	16,604.40	
4/26/23	EFT 4.26.23	2020SC 1020SC	Invoice: SIP PPE 4.15.23 CALPERS	7,620.08	7,620.08	
4/25/23	FOX MAR 2023	2020U 1020SC	Invoice: FOX MAR 2023 UMPQUA BANK	877.85	877.85	
4/25/23	GANTNER MAR	2020SC	Invoice: GANTNER MAR	4,445.44		
		1020SC	2023 UMPQUA BANK		4,445.44	
4/25/23	HYER MAR 2023		Invoice: HYER MAR 2023	2,186.08		
		1020SC	UMPQUA BANK	• • • • • • •	2,186.08	
4/25/23	JONES MAR 202	2020SC	Invoice: JONES MAR 2023	2,896.88	2 00 6 00	
		1020SC	UMPQUA BANK		2,896.88	
4/25/23	LEE MAR 2023	2020SC 1020SC	Invoice: LEE MAR 2023 UMPQUA BANK	3,302.37	3,302.37	
4/25/23	MOORE MAR 20	2020U	Invoice: MOORE MAR 2023	1,356.55		
		1020SC	UMPQUA BANK		1,356.55	
4/25/23	MORRIS MAR 2	2020U	Invoice: MORRIS MAR 2023	220.52		
		1020SC	UMPQUA BANK		220.52	
4/25/23	PATE MAR 2023	2020U	Invoice: PATE MAR 2023 10	96.98		
		1020SC	2023 UMPQUA BANK 19		96.98	

Cash Disbursements Journal

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
4/25/23	POORE MAR 202	2020U	Invoice: POORE MAR 2023	277.35	
		1020SC	UMPQUA BANK		277.35
4/25/23	SHTAYYEH MA	2020U	Invoice: SHTAYYEH	1,163.98	
		102050	MAR 2023		1 1 6 2 0 9
		1020SC	UMPQUA BANK		1,163.98
4/25/23	STEVENSON M	2020SC	Invoice: STEVENSON MAR 2023	900.00	
		1020SC	UMPQUA BANK		900.00
	Total			2,872,278.96	2,872,278.96

ACTION OF SOLANO COUNTY WATER AGENCY

DATE: May 11, 2023

SUBJECT: Contract Amendment with Shandam Consulting for Continuation of Information Technology Support Services

<u>RECOMMENDATION</u>:

Authorize General Manager to sign \$20,000 contract amendment with Shandam Consulting for continuation of Information Technology Support Services.

FINANCIAL IMPACT:

Increase contract amount by \$20,000; from \$136,250, to \$156,250. Sufficient funding is programmed in the FY 2022-2023 Administration budget for Information Technology Support Services.

BACKGROUND

Shandam Consulting provides Information Technology Support Services to the Water Agency. This winter, a series of storms knocked power out to the Agency's computer network on several occasions. Several onsite visits, repairs, and upgrades to the Agency's computer network resulted in additional work not contemplated in the original scope of work with Shandam Consulting, thus necessitating the proposed contract amendment.

Recommended:

Chris Lee, General Manager

Approved as	Other	Continued on
Recommended	(see below)	next page

Modification to Recommendation and/or other actions:

I, Chris Lee, 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 May 11, 2023, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Chris Lee General Manager & Secretary to the Solano County Water Agency

SOLANO COUNTY WATER AGENCY AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NUMBER:	1
CONTRACTOR:	Shandam Consulting
EFFECTIVE DATE:	May 11, 2023
PROJECT:	Information Technology Support Services

DESCRIPTION OF AMENDMENT:

1. Increase contract amount by \$20,000; from \$136,250 to \$156,250.

SIGNATURES:

Solano County Water Agency, A Public Agency Shandam Consulting

By:
Chris Lee, General Manager
Solano County Water Agency

By: _____ Scott Howard

FOR SCWA USE ONLY

Contract Period:	7/1/2022	to	6/30/2023
File Number:	AG-S-18		
Account Manager:	CL		
G/L Account #:	6112AC		
Job Cost #:	1406		
Contract Type:	Amendment		



MEMORANDUM

TO:	Board of Directors
FROM:	Chris Lee, General Manager
DATE:	May 4, 2023
SUBJECT:	May General Manager's Report

2023 Water Supply Outlook

Both the Solano Project and the State Water Project will provide full deliveries this year. As of this writing, the current water surface elevation at Lake Berryessa is 430.86 feet, a little over 9 feet below the Glory Hole. This year, Lake Berryessa received 39.81 inches of rain, 160 percent of the average.

On April 20th, State Water Project allocations were increased from 85 percent to 100 percent of the full "Table A" contractual amount. Storage for the Major Water Supply Reservoirs continues to go up (see attached figure).

The Department of Water Resources conducted its fifth snow survey of the season at Phillips Station on May 1st. The survey recorded 59 inches of snow and a water equivalent of 30 inches, which is 241 percent of average for this location on May 1st. Despite the brief increase in temperature last week, snow has melted at a slower pace than normal for this time of year due to overall lower average temperatures. As stated last month, this will potentially lead to greater flood risks in the coming months, particularly in the San Joaquin Valley.

It is early to be thinking about the coming water year, but the National Oceanic and Atmospheric Administration (NOAA) has announced that conditions are favorable for the development of El Niño within the next 6 months. This might mean warmer temperatures and more precipitation for a lot of the country. But it is not always a hard rule. The winter of 2015-2016, widely considered a large El Niño event, was not actually a wet year for California. According to NOAA, even though ocean temperatures have risen, trade winds are still going strong, so widespread warming of the ocean has not spread and why El Niño has not been officially declared.

Regional Water Supply Resiliency

The recent emergency fix on one of the City of Benicia's water lines has brought water supply

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



infrastructure resiliency to the forefront. Staff are planning to undertake several studies related to water supply resiliency in the coming year. The FY 2023-2024 budget will include funding for these efforts, which will include updating older studies on conjunctive use and exploring potential interties between the Solano Project and the State Water Project. The goal of these studies and potential future projects is to increase the resiliency of regional water supplies, potentially through water exchanges/transfers between Member Agencies and potentially through groundwater recharge. By doing so, the Water Agency hopes to ensure a reliable and sustainable source of water for the long term, while also potentially generating revenue and expanding flexibility for Member Agencies.

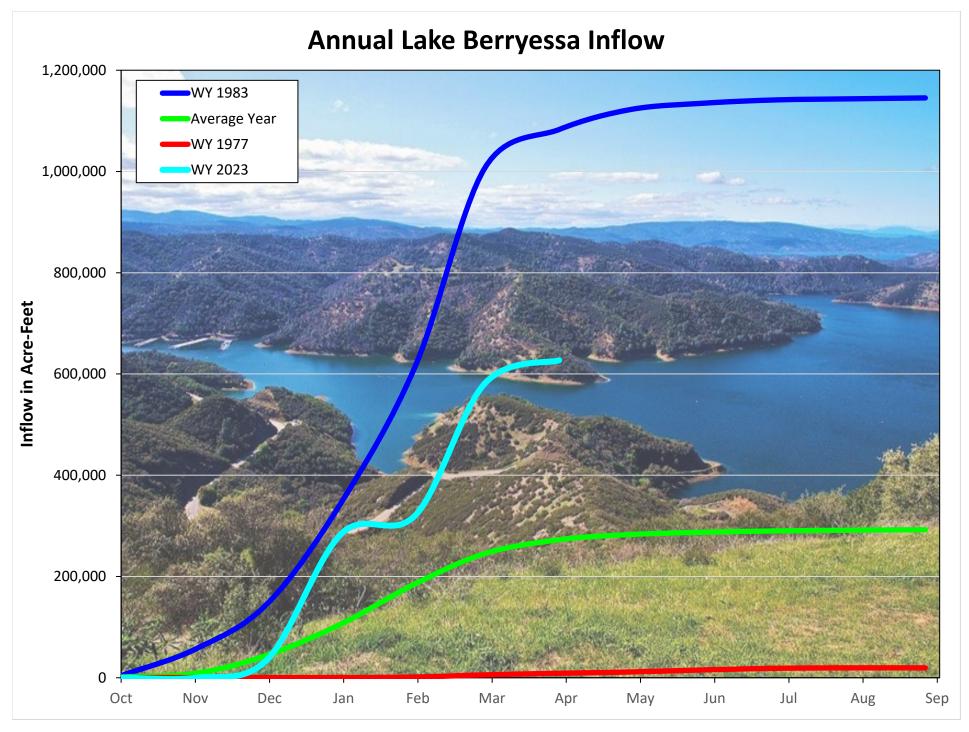
LPCCC Update

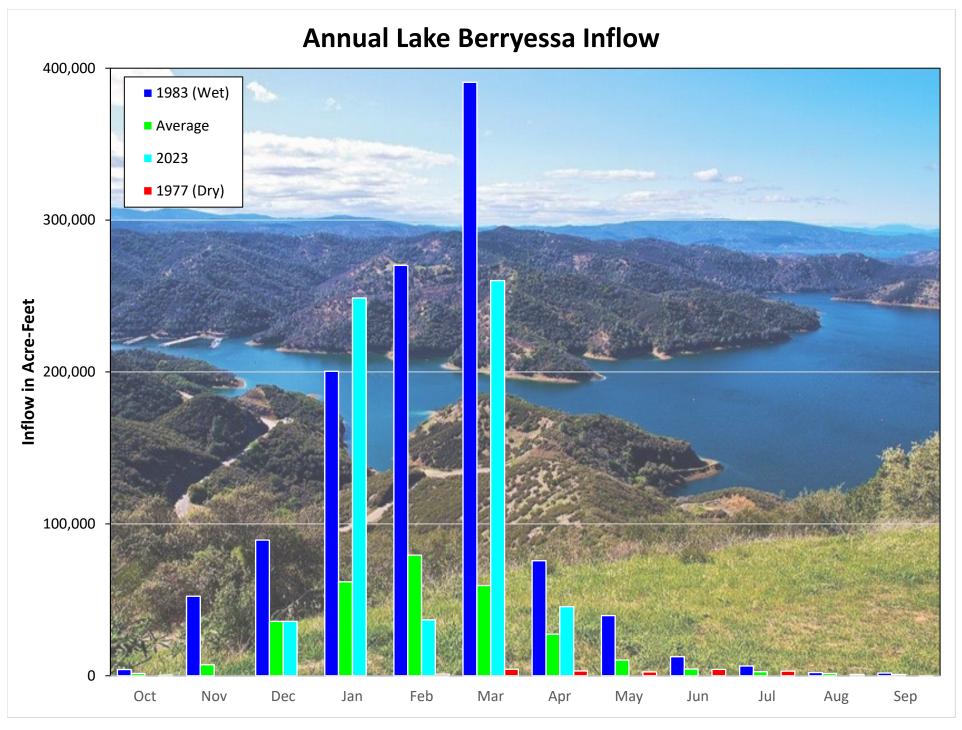
Spring has sprung on Putah Creek and on-the ground activities in April include weed removal and burn pile preparation at the Nishikawa and Sackett Ranch sites. Two volunteer native planting events occurred at the Winter Putah Creek Nature Park, and a Putah Creek Council stewardship training event was also held at Sackett Ranch. The on-going grant for the 30-acre Nishikawa salmon restoration project has officially been extended by 14 months to cover delays in construction from weather and permitting. A joint UC Davis / City of Davis Putah Creek wetlands restoration project is moving ahead at Old Davis Road.

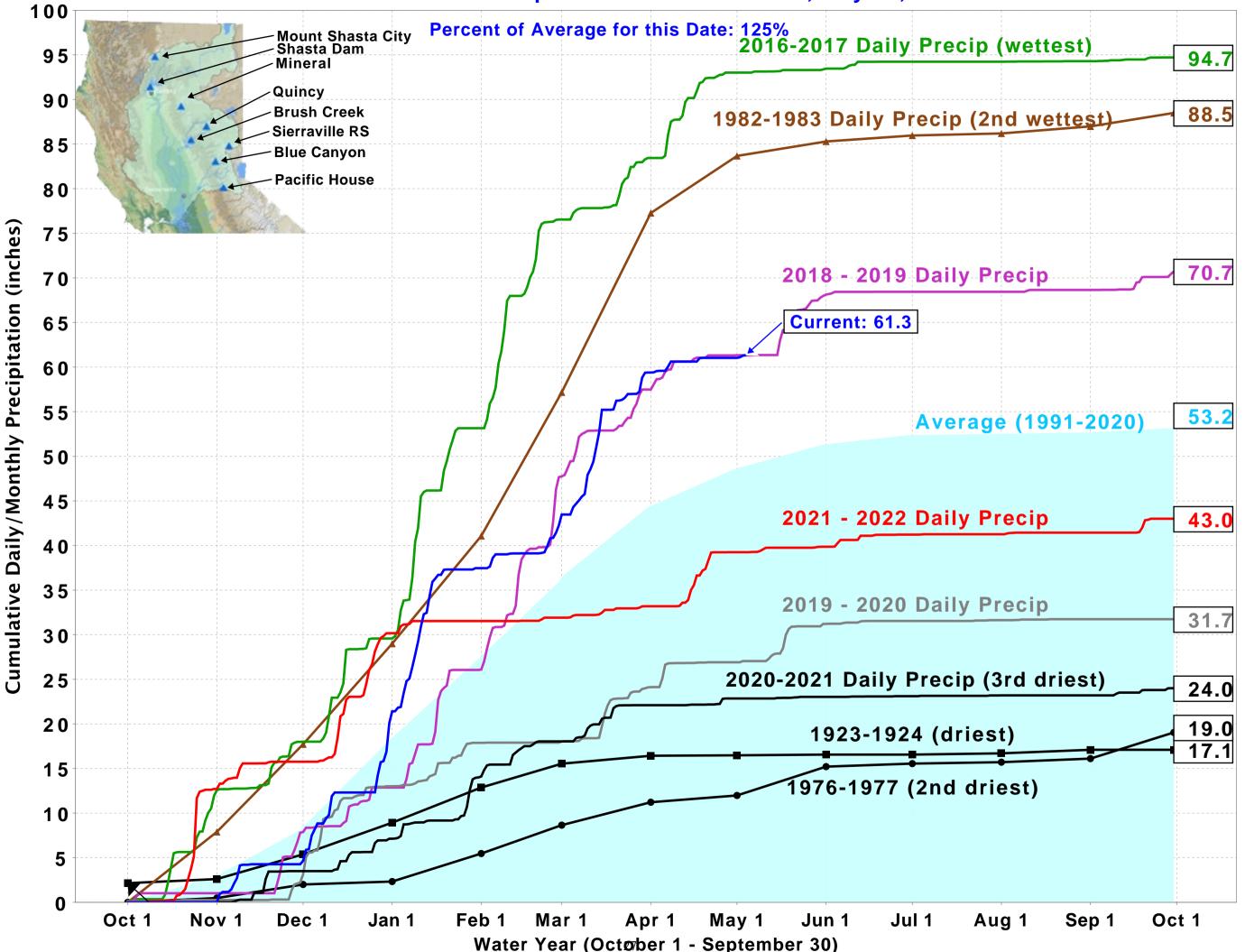
Last October 2022, the Water Agency imported and placed salmon spawning gravel into Putah Creek in the Winters Putah Creek Nature Park. About 80 tons were placed in a 100-foot-long section with great success. Many salmon spawned and <u>adult salmon could be viewed in the Park for 6 weeks (https://www.youtube.com/watch?v=2M02AswhkDI)</u>. For upcoming fall 2023 spawning, the Water Agency is investigating local sources of spawning gravel that should be much cheaper. Our goal is to add spawning gravel to up to 10 locations over the next few years. Special permits from the California Department of Fish and Wildlife will be required.

After two decades of improving salmon spawning habitat in Putah Creek near Winters, salmon spawn by the thousands in Putah Creek. When the baby salmon hatch out of their eggs, they need to swim 26 miles downstream to the Delta, then another 70 miles or so to the Ocean. This connection, from spawning grounds to the Ocean, needs improvement in two ways: removing barriers to fish passage and adding cover from predators. The Water Agency is in the initial consultation phase with funding agencies to apply for millions of dollars for restoration projects to improve salmon migration on Putah Creek.

In preparation for summer irrigation, four seasonal flow monitoring stations on Putah Creek are being reinstalled. A new permanent monitoring station on Putah Creek, down in the Yolo Bypass Wildlife Area, will be installed in May.







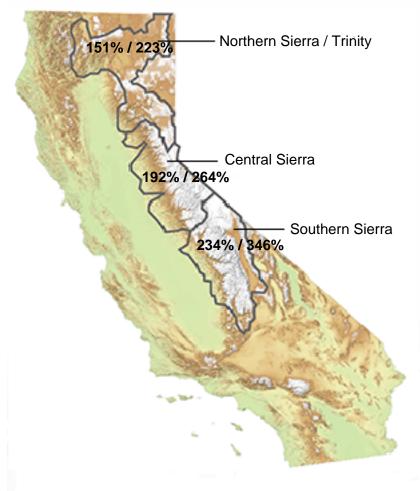
Northern Sierra Precipitation: 8-Station Index, May 04, 2023

Total Water Year Precipitation



CURRENT REGIONAL SNOWPACK FROM AUTOMATED SNOW SENSORS

% of April 1 Average / % of Normal for This Date



NORTH	
Data as of May 4, 2023	
Number of Stations Reporting	24
Average snow water equivalent (Inches)	44.9
Percent of April 1 Average (%)	151
Percent of normal for this date (%)	223

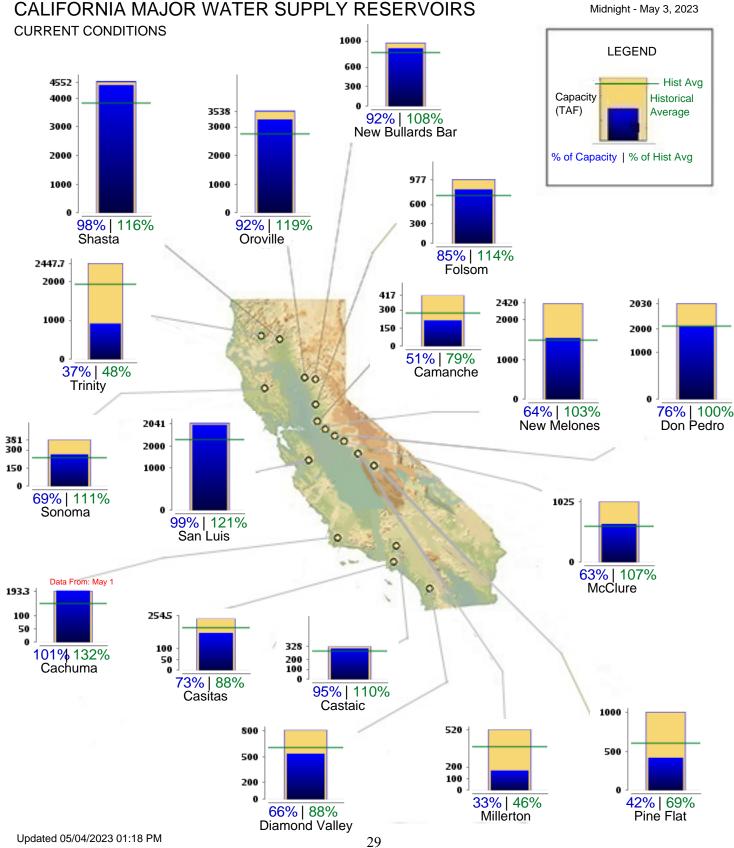
CENTRAL	
Data as of May 4, 2023	
Number of Stations Reporting	39
Average snow water equivalent (Inches)	50.1
Percent of April 1 Average (%)	192
Percent of normal for this date (%)	264

SOUTH	
Data as of May 4, 2023	
Number of Stations Reporting	21
Average snow water equivalent (Inches)	47.9
Percent of April 1 Average (%)	234
Percent of normal for this date (%)	346

STATE		
Data as of May 4, 2023		
Number of Stations Reporting	84	
Average snow water equivalent (Inches)	48.1	
Percent of April 1 Average (%)	187	
Percent of normal for this date (%)	266	

Statewide Average: 187% / 266%

CURRENT RESERVOIR CONDITIONS



Updated 05/04/2023 01:18 PM

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

Construction Contract Change Orders (15% of original project costs or \$60,000, whichever is less) - None

Construction Contracts (\$60,000 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.

WATER ADVISORY COMMISSION UPDATES

Solano Water Advisory Commission Meeting Minutes March 22, 2023

Present:

Agency	Members
SCWA	Chris Lee, Alex Rabidoux, Thomas Pate, Jeff Barich
Benicia	Kyle Ochenduszko, Danielle Bonham, Carrie Wenslawski
Dixon	Jordan Santos
Fairfield	Michael Hether, Nigel Browne
Vacaville	Justen Cole, Ramiro Jimenez
Vallejo	Beth Schoenberger, Melissa Cansdale
Solano County	Misty Kaltreider
RD 2068	Mike Hardesty
SID	Cary Keaton, Paul Fuchslin
Dixon RCD	Kelly Huff
FSSD	Talyon Sortor, Jordan Damerel

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

- 1. <u>Minutes of February 22, 2023 meeting:</u> The meeting minutes were approved.
- 2. Water Transfer Policy:

Chris Lee (SCWA) suggested postponing to next month, after the Commission members have had a chance to discuss the NBA water accounting process. The policy that was sent out is the adopted and final transfer policy for our members. Kyle Ochenduszko (Benicia) requested that DRAFT be removed from the policy that was sent out, and for the policy to be brought back next month to discuss.

- 3. Drought & Water Conservation:
 - a. Board Presentation Water Sources & Rights:

Chris Lee (SCWA) spoke about a full Board meeting next month, and when it will be best to bring this discussion/presentation to the Board. Kyle Ochenduszko (Benicia) mentioned that it would be helpful to have this presentation done before the discussion of the Voluntary Agreements, so that everyone knows what we "have" and what we are "giving up" in these agreements. Chris Lee (SCWA) proposed to bring this to the SWAC at the next meeting (April), and then to the Board in May.

4. Delta Conveyance EIS (Army Corps of Engineers):

Alex Rabidoux (SCWA) gave a brief update on the Delta Conveyance EIS. SCWA's comment letter was very similar to the EIR, with several helpful comments from Vallejo that were incorporated into the final comment letter. The SCWA comment letter was also shared with County staff. Unlike the EIR process, the EIS does not

cover future operations, so the focus of the comment letter was on Endangered Species Act (ESA) issues as well as cumulative impacts. Misty Kaltreider (County) said that the County also submitted a comment letter. Vallejo submitted their own comment letter as well. Benicia voiced their appreciation that SCWA took the time to comment on these issues.

5. SCWA General Manager's Report:

a. SCWA Board Items:

A restoration project on Putah Creek is going to the Board and will initiate the PEIR. This will allow a more streamlined permitting process.

b. North Bay Aqueduct:

Alex Rabidoux (SCWA) encouraged members to voice their concerns with the annual NBA outage as well as any NBA projects that need to be completed. SCWA can follow up with DWR, to make sure projects are completed during the outage. Benicia's main issue is that during the annual outage they cannot take Settlement Water that they are entitled to, and that perhaps a March outage is not the ideal time for the annual maintenance outage. Alex Rabidoux (SCWA) suggested that cities think of an alternative time that can be discussed with the Napa County NBA users as well as DWR.

c. Solano Project:

SCWA's repeater went down yesterday, so our current Lake Berryessa data is not up to date. SCWA staff are going out today and hoping to have the issue resolved quickly. Also, SCWA and UC Davis participated in a Data Summit last week, to better understand current and future monitoring work on Putah Creek. There will be additional discussions about future work and monitoring needs along Putah Creek.

d. Bay Delta Planning Issues:

The Voluntary Agreement process is moving forward and appears to look reasonable for SCWA and the Solano Project. There will be additional details in the coming months.

e. Flood Management Issues:

Kelly Huff (Dixon RCD) talked about the work that SCWA, the City of Dixon, and County staff have been working on, that can tie in to the County's One Water Initiative.

- f. <u>Other Regional and State Issues:</u> None.
- g. <u>Other Issues:</u> None.
- 6. Groundwater Planning:

a. SGMA Update:

The next annual report is coming soon, with the overall data showing that the Solano Subbasin is very stable.

7. Solano County Report:

Misty Kaltreider (County) informed the Commission that they just rolled out their One Water Initiative. The process has just started, and there is going to be ample opportunity for all members in Solano County to have their ideas and suggestions included.

8. Other Topics:

At the April SCWA Board meeting, there was some discussion on the importance of water supply resiliency for both Benicia and Vallejo. Staff from Benicia and Vallejo indicated that they are looking at the feasibility of an intertie between their treated distribution systems. Vallejo is also looking at the feasibility of reactivating their Cache Slough Pump Station, which would allow NBA water to be brought into the region when the NBA is offline. The Solano Water Authority (SWA) is also coming back into focus, as a potential funding mechanism tool to move projects forward. The next SWA meeting is in April.

Kyle Ochenduszko (Benicia) brought up that the State Water Resources Control Board is trying to ratchet down indoor water use. Nigel Browne (Fairfield) attended a recent webinar about this topic. It is still under discussion and early steps, but there could be some reporting requirement for losses on a per capita basis in the future. These metrics would not be on an individual basis, but on the water purveyor. Mike Hardesty (RD 2068) said that he is on the ACWA Legislative Committee, and he can relay those concerns to the Committee.

9. <u>Public Comments:</u> None.

The next meeting will be Wednesday April 26, 2023 at 12:30 PM.

The meeting adjourned at 1:27 PM.

ACTION OF SOLANO COUNTY WATER AGENCY

DATE: May 11, 2023

SUBJECT: Appointment of General Manager

RECOMMENDATIONS:

For information only.

FINANCIAL IMPACT:

There is adequate funding in the Fiscal Year 2022-2023 Budget for compensation detailed in the agreement for General Manager Services.

BACKGROUND:

At the April 13th Board Meeting, the Board approved an agreement with Chris Lee for General Manager Services for the Water Agency. The Board requested that the agreement be made available to the public. Terms of the agreement are from April 13th, 2023, until April 13th, 2026. The base salary for the General Manager is phased over the three-year agreement term and shall not exceed \$266,739. Additional benefits are detailed in the attached agreement. As is the case with all Water Agency employees, the General Manager is an at will employee.

Recommended: _

Chris Lee, General Manager

Approved as	Other	Continued on	
Recommended	(see below)	next page	

Modification to Recommendation and/or other actions:

Ch

I, Chris Lee, 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 May 11, 2023, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Chris Lee General Manager & Secretary to the Solano County Water Agency

AGREEMENT BETWEEN SOLANO COUNTY WATER AGENCY AND CHRIS LEE FOR GENERAL MANAGER SERVICES

This AGREEMENT FOR GENERAL MANAGER SERVICES ("Agreement") is made as of April 13, 2023 ("Effective Date") by and between SOLANO COUNTY WATER AGENCY ("Agency") and CHRIS LEE ("Manager") for employment as General Manager of the Agency.

WHEREAS, Agency has broad powers to provide water and flood control services to residents of the Agency; and

WHEREAS, Agency wishes to engage CHRIS LEE as its General Manager for a term of office upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. SCOPE OF SERVICES. Agency hereby engages CHRIS LEE as its General Manager. Manager will plan, organize, direct and coordinate the activities and functions of Agency under the general direction of the Agency's Board of Directors. These duties include, but are not limited to, functioning as a technical advisor to the Board of Directors; representing the Agency with other governmental agencies; assisting the Board of Directors in the development and determination of overall policy and programs; supervising other Agency staff; coordinating with and, as an ex officio member, being a representative of Agency to Agency's Advisory Commission; and, performing related duties as may be required or assigned from time to time. At all times during the term of this Agreement, Manager shall be directly responsible to and report to the Board of Directors. Manager shall maintain all forms of professionalism, candor, and integrity expected of a General Manager.

2. **TERM OF AGREEMENT**. The term of this Agreement is from the employment date of April 13, 2023 until April 13, 2026, inclusive. Either party may terminate this Agreement without cause upon sixty (60) days prior written notice to the other party, unless waiver of such notice is mutually agreed to in writing by the parties. In the event of early termination of this Agreement for any reason, Manager shall not be entitled to severance pay. Should this Agreement not be terminated, this Agreement shall be subject to renegotiation and renewal at the end of the current term upon terms and conditions mutually acceptable to the parties. Employee expressly acknowledges and agrees that Employee shall be an "at will" employee serving at the pleasure of the District Board of Directors and may be removed as the Manager with or without cause in the sole discretion by the Board of Directors.

3. **BEST EFFORTS**. Manager agrees that he will at all times faithfully, industriously, and to the best of his ability, experience and talent perform all of the duties that may be required of or from him, pursuant to the express and implicit terms of this Agreement, the Agency governing act, and the law, codes and statutes of the State of California.

4. **BASE SALARY**. Effective upon the Effective Date, Agency shall compensate Manager an annual base salary not to exceed Two Hundred and Sixty Six Thousand Seven Hundred and Thirty Nine Dollars (\$266,739.00), payable in installments in accordance with Agency's normal

payroll policies or practices. The parties agree that the General Manager position is an exempt position under the federal Fair Labor Standards Act and is not subject to the payment of overtime. This annual base salary shall not change during the term of this Agreement except for any cost-of-living adjustment granted to Agency employees as a whole, which Manager shall also receive at the same rate or percentage as other Agency employees, or if the Board grants an increase in salary based on an annual performance review of the General Manager.

The Manager shall be paid the following:

2023: Base Salary not to exceed: \$230,145.00 2024: Base Salary not to exceed: \$253,886.00 2025: Base Salary not to exceed: \$266,739.00

5. HOURS OF WORK. The burden of responsibility for this position extends through all the hours of the day and all the days of the week. As such, no additional compensation for overtime is provided. Manager shall devote full time to the Manager position and shall generally work normal office hours Monday through Friday from 8:00 a.m. to 5:00 p.m., with one (1) hour for lunch. Such normal hours of work may vary as Manager is required to perform duties and responsibilities outside the normal business hours of the Agency such as for the regular and special meetings of the Agency Board of Directors. Employee shall attend all Agency Board meetings unless excused.

6. **PERFORMANCE EVALUATION**. The Agency shall review and evaluate the performance of the General Manager in September of each year of this Agreement. Said review and evaluation shall be conducted by an ad hoc committee, the members of which shall be established by the Board of Directors. Evaluation criteria shall be developed by the General Manager in conjunction with the Board of Directors, and the evaluation criteria shall be adopted by mutual consent of the Board of Directors and the General Manager within one hundred and twenty (120) days of commencement of this Agreement, or as soon as practicable thereafter, and annually thereafter for the term of this Agreement. The annual performance evaluation may be used to consider adjustments to General Manager's base salary as determined by the Board of Directors in its sole discretion.

7. BENEFITS.

A. <u>Employee Handbook</u>. Except as otherwise expressly provided for in this Agreement, Manager shall be entitled to all of the benefits, rights, protections, and privileges provided for in Agency's Employee Handbook, dated July 2019 ("**Employee Handbook**"), as such Employee Handbook may be amended from time to time. The terms, words, and phrases used in this Agreement shall have the same meaning as used or defined in the Employee Handbook, except as otherwise expressly provided for in this Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the Employee Handbook, the provisions of this Agreement shall control, except that any benefits provided in any updates to the Employee Handbook that are more beneficial to Manager than those listed in Section 7.B

shall be granted to Manager.

B. <u>Additional Benefits</u>. In addition, Agency will provide Manager with the following benefits:

i. <u>Bereavement Leave</u>. Manager shall be entitled to five (5) days of bereavement leave with pay upon the death of a member of his immediate family as specified in the Employee Handbook.

ii. <u>Retirement</u>. Agency will pay the Employer's and Employees' contribution for providing PERS coverage to Manager.

iii. <u>Dental Insurance</u>. Agency shall pay one hundred percent (100%) of the cost of providing dental care coverage for Manager and his eligible dependents.

iv. <u>Vision Insurance</u>. Agency shall pay one hundred percent (100%) of the cost of providing VSP Vision Care plan B coverage for Manager and his eligible dependents.

v. <u>Employee Assistance Program</u>. Agency shall pay one hundred percent (100%) of the cost of providing an Employee Assistance Program for Manager.

vi. <u>Long-Term Disability and Long-Term Care Insurance</u>. Agency shall reimburse Manager for one hundred percent (100%) of the cost of obtaining long-term disability insurance for himself up to a maximum premium payment of Three Thousand Dollars (\$3,000.00) per year and for one hundred percent (100%) of the cost of obtaining long-term care insurance for himself up to the maximum premium payment specified in the Employee Handbook.

vii. <u>Solano County Water Agency Cafeteria Plan</u>. In addition to the benefits identified in this <u>Section 7</u>, Manager shall be entitled to participate in the Agency's Cafeteria Plan of other benefits on the same terms and conditions provided to other Agency employees.

viii. <u>Workers Compensation Insurance</u>. To the extent required by law, Agency shall provide Workers Compensation Insurance for Manager.

ix. <u>Unemployment Insurance</u>. To the extent required by law, Agency shall provide unemployment insurance for Manager.

x. <u>Vacation.</u> Manager shall accrue vacation time off at the rate of Twenty (20) days per year upon hire, and will be credited with an initial bank of Forty (40) hours (5 days) vacation time upon hire.

xi. <u>Sick</u>. Manager shall accrue sick time at the rate of twelve (12) days per year.

xii. <u>Longevity Pay</u>. Manager 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.

xiii. <u>Retiree Health</u>. Manager shall be entitled to vested retire health benefits up to a maximum of 80% of the Kaiser Region 1 Family Basic (Party Rate 3) per month, plus administrative fees and contingency reserve fund assessments.

xiv. <u>Holidays</u>. In addition to the paid holidays provided for in the Employee Handbook, Manager shall be entitled to two (2) paid floating holidays per year. The two (2) floating holidays will be credited to Manager on January 1 of each calendar year of this Agreement. Floating holidays shall be taken in eight (8) hour increments and shall be used during the calendar year to which they are credited or shall otherwise be lost. However, if this Agreement is terminated, expired or not renewed by the parties, any unused floating holidays not otherwise lost will be paid to Manager at his then-base salary rate.

xv. <u>Administrative Leave</u>. On January 1 of each calendar year of this Agreement, Manager shall be credited with six (6) days of paid administrative leave. Administrative leave may be taken in increments of less than eight (8) hours at a time, and shall be used during the calendar year credited or otherwise be lost. However, if this Agreement is terminated, expired or not renewed by the parties, any unused administrative leave not otherwise lost will be paid to Manager at his then-base salary rate.

8. **VEHICLE ALLOWANCE**. Manager shall provide his own vehicle to be used in the performance of his duties, and Agency shall provide an automobile allowance of Five Hundred Dollars (\$500) per month for said use. The General Manager shall be responsible for paying for liability insurance as required by State law, fuel, maintenance, repair of his vehicle and other costs associated with the ownership and use of the vehicle.

9. NOTICES. Any notice or communication required or permitted hereunder 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 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:

Manager:	General Manager Solano County Water Agency 810 Vaca Valley Parkway, Ste 203 Vacaville, CA 95688 Phone: Email:
Agency:	Chair Board of Directors Solano County Water Agency 810 Vaca Valley Parkway, Ste 203 Vacaville, CA 95688 Phone: Email:

"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. MISCELLANEOUS.

A. <u>Interpretation; Headings</u>. Each party has reviewed this Agreement and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting party. This Agreement shall be construed as if both parties drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this Agreement.

B. <u>Authorization</u>. Each party warrants to the other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement.

C. <u>Entire Agreement; Amendments</u>. This Agreement embodies the whole understanding and agreement between the parties hereto, and there are no inducements, promises, terms, conditions or obligations made or entered into by Agency or Manager other than those contained herein. The foregoing provisions are understood and agreed to by Manager. This Agreement may only be modified or amended by a writing duly executed by the parties to this Agreement.

D. <u>Attorneys Fees</u>. If any legal proceeding is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, as well as costs and disbursements, in addition to any other relief to which the prevailing party may be entitled.

E. <u>Arbitration</u>. Any dispute or claim that arises out of or relates to Manager's employment with Agency and/or this Agreement will be submitted to final and binding arbitration in accordance with the Employment Arbitration Rules and Mediation Procedures of

the American Arbitration Association then in effect. Nothing in this section shall prevent Manager from filing or maintaining a charge with the United States Equal Employment Opportunity Commission or the National Labor Relations Board. The arbitration shall take place in Solano County, California, and both parties agree to submit to the jurisdiction of the arbitrator selected in accordance with American Arbitration Association rules and procedures. The parties agree that this arbitration procedure will be the exclusive means of redress for any disputes relating to Manager's employment and/or this Agreement. The parties each expressly waive the right to a jury trial, and agree that the arbitrator's award shall be final and binding on the parties, provided that any award shall be reviewable by a court of law to the fullest extent allowed by law, including for any error of law by the arbitrator. The arbitrator shall have discretion to award monetary and other damages, or to award no damages, and to fashion any other relief the arbitrator deems appropriate, but only to the extent consistent with law.

F. <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of California, and the rights and obligations of the parties hereto shall be construed and enforce in accordance with the law of the State of California.

G. <u>Waiver</u>. Any waiver at any time by any party hereto of its rights with respect to default or any other matter arising in connection with this Agreement and shall not be deemed to be a waiver provided in the Agreement or at law shall not prevent the exercise by the party of any other remedy provided in this Agreement or at law.

H. <u>Severability.</u> If any terms, provisions, conditions and covenants of this Agreement shall be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

I. <u>Legal Advice: Neutral Interpretation</u>. Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be constructed as to their fair meaning, and not for or against any party based on any attribution to such party as the source of the language in question. The headings used in this Agreement are for the convenience reference only and shall not be used in construing this Agreement.

J. <u>No Third Party Beneficiary</u>. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third party any party hereto or given any third person any right of subrogation or action over and against any party to this Agreement.

K. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement consists of five (5) pages which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written.

MANAGER Chris Lee

SOLANO COUNTY WATER AGENCY

By:

Chairman, Board of Directors

7

ACTION OF SOLANO COUNTY WATER AGENCY

DATE: May 11, 2023

SUBJECT: Adoption and Certification of Initial Study/Mitigated Negative Declaration – Lower Putah Creek Restoration Project, Nishikawa Reach and Project Approval

<u>RECOMMENDATIONS</u>:

- 1. Receive staff report.
- 2. Public comments.
- 3. Board discussion on item.
- 4. Adoption and Certification of Initial Study/Mitigated Negative Declaration for Lower Putah Creek Restoration Project, Nishikawa Reach.
- 5. Authorize Lower Putah Creek Restoration Project, Nishikawa Reach.

FINANCIAL IMPACT:

None.

BACKGROUND:

As the lead agency, the Water Agency has conducted a comprehensive study to assess the potential impacts of the Putah Creek Restoration Project-Nishikawa Reach. Based on this study, the Water Agency has concluded that implementation of the proposed project, as mitigated, will not result in significant adverse impacts on the physical and biological characteristics of the environment.

The restoration and rehabilitation of the channel, floodplain, and associated habitats of a 0.5-mile section of Putah Creek upstream of the Pedrick Road bridge are aimed at returning the ecosystem to a more natural and self-sustaining form and function that is consistent with the current hydrologic regime. This project is intended to improve the overall health and resilience of the ecosystem and enhance its ability to support a variety of plant and animal species.

The Draft Initial Study/Mitigated Negative Declaration (IS/MND) provides a comprehensive analysis of the potential environmental impacts of the project and identifies measures to mitigate those impacts. The IS/MND

Recommended:

Chris Lee, General Manager

Approved as	Other	X Continued on
Recommended	(see below)	next page

Modification to Recommendation and/or other actions:

I, Chris Lee, 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 May 11, 2023, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Page 2

is designed to inform the public and regulatory agencies about the potential impacts of the project and to provide an opportunity for public comment.

Overall, the Water Agency has concluded that the proposed project, as mitigated, will not result in significant adverse impacts on the physical and biological characteristics of the environment. This determination suggests that the project is environmentally sound and that it should be able to move forward with minimal environmental impact.

The public comment review period ended April 2nd. The IS/MND was made available on the Water Agency's website: <u>https://www.scwa2.com/about-us/environmental-permit-compliance-documents/</u> and Public Notices were advertised in local newspapers.

The IS/MND will complement the Lower Putah Creek Restoration Project Programmatic Environmental Impact Report (PEIR) to comprehensively address activities planned for the Putah Creek Restoration Project-Nishikawa Reach. The IS/MND was made possible through a grant from the California Natural Resources Agency under the Proposition 68 Grant Program-Rivers and Streams Grants.

The PEIR adopted last November 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) and is subdivided into 17 projects.

The IS/MND under consideration supplements the Upper Reach Program PEIR for site 12, Nishikawa Project Reach, a half mile section of stream upstream of the Pedrick Road bridge. Project activities include: (1) Channel Reconfiguration, (2) Vegetation Management, and (3) Maintenance.

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*).

Nishikawa Project Location



UC DAVIS - NISHIKAWA RESTORATION PROJECT OVERVIEW





						COMMENTS:
DESIGNED BY	GP					
DRAWN BY	GP					
-						
CHECKED BY		REV.	DATE	DESCRIPTION	BY APP'D	



SOLANO COUNTY WATER AGENCY 810 Vaca Valley Parkway, Suite 203, Vacaville, CA 95688 PHONE (707) 451-6090, FAX (707) 451-6099



<u>SITE</u> UC DAVIS – RESTORATIO

SOLANO COUNTY

Horizontal Scale:

PLAN	SCALE	SHEET
<u>- Flan</u> - NISHIKAWA	Varies	1
	DATE: 12/13/2022	OF
	FILE NO. L-8	1

ACTION OF SOLANO COUNTY WATER AGENCY

DATE: May 11, 2023

SUBJECT: State Water Board Bay-Delta Voluntary Agreements

RECOMMENDATIONS:

Hear staff report on draft State Water Board Bay-Delta Voluntary Agreements.

FINANCIAL IMPACT:

None.

BACKGROUND:

On March 29, 2022, the State Water Resources Control Board (SWB) released a Memorandum of Understanding (MOU) and Term Sheet for consideration by Public Water Agencies within the Bay-Delta Watershed to develop and alternative approach to the SWB's intent to update its Water Quality Control Plan. The Water Agency became a signatory to the MOU on June 21, 2022, to protect our water supply interests on Putah Creek.

It is anticipated that SWB staff will release an initial public draft Voluntary Agreement Package to be considered by the SWB sometime in June of 2023. The process still has a long way to go before the fate of the proposed alternative is known. Staff will present an overview of the proposed draft agreements in their current form and their relevance to Water Agency water supply resiliency. P

Recommended: _

Chris Lee, General Manager

Approved as	Other	Continued on	
Recommended	(see below)	next page	

Modification to Recommendation and/or other actions:

I, Chris Lee, 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 May 11, 2023, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Chris Lee General Manager & Secretary to the Solano County Water Agency

ACTION OF SOLANO COUNTY WATER AGENCY

DATE: May 11, 2023

SUBJECT: Appointment of FY 2023-2024 Budget Review Committee

<u>RECOMMENDATIONS</u>:

Appoint committee to review proposed Water Agency FY 2023-2024 budget.

FINANCIAL IMPACT:

None.

BACKGROUND:

Each year the Board Chair appoints a committee to review the proposed Water Agency Budget for the forthcoming fiscal year and make recommendations to the full Board, as appropriate. In past years, the Board's Executive Committee has served as the Budget Review Committee.

Recommended:

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V

Chris Lee, General Manager

Approved as	Other	Continued on	
Recommended	(see below)	next page	

Modification to Recommendation and/or other actions:

I, Chris Lee, 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 May 11, 2023, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Chris Lee General Manager & Secretary to the Solano County Water Agency