

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, July 13, 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. **CALL TO ORDER**
2. **AB 2449 STATEMENT**
3. **PLEDGE OF ALLEGIANCE**
4. **APPROVAL OF AGENDA**
5. **PUBLIC COMMENT**

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

cleee@scwa2.com to expedite the process, thank you. Public Comments may still be made during the meeting without prior notice.

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

(A) **Minutes:** Approval of the Minutes of the Board of Directors meeting of June 8, 2023.

(B) **Expenditure Approvals:** Approval of the June 2023 checking account register.

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



- (C) Quarterly Financial Reports: Approve the Income Statement and Balance Sheet of June 2023.

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

RECOMMENDATION: For information only.

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

RECOMMENDATION: For information only.

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

RECOMMENDATION: For information only.

10. **CONSULTANT SERVICES CONTRACTS AND RENEWALS**
(estimated time: 10 minutes)

RECOMMENDATIONS:

Authorize General Manager to execute agreements and amendments for the following consultant services for work through fiscal year 2023-2024:

1. A2Z Landscaping, Landscape Assistance for Residents with Disabilities Program, existing vendor – contract limit of \$400,000;
2. Alpha Media, Lake Berryessa Mussel Prevention Social Media and Digital Outreach, existing vendor – contract limit of \$90,000;
3. Eagle Aerial Solutions, AB1668/SB606 Legislation Compliance, existing vendor – contract limit of \$112,500;
4. Jacobs Engineering Group, Inc., Solano HCP EIR/EIS, existing vendor – contract limit of \$60,000;
5. LSA Associates, Solano HCP, existing vendor – contract limit of \$517,000;
6. Luhdorff & Scalmanini, Groundwater Services, existing vendor – contract limit of \$288,910;
7. Reeb Government Relations, Government Relations, existing vendor – contract limit \$120,000;
8. Richard Heath & Associates, Low Income and Senior Water Efficiency Upgrades, existing vendor – contract limit of \$125,000;
9. Solano Resource Conservation District, School Water Education Program and Video Contest, existing vendor – contract limit of \$114,160.25;
10. Streamwise, Rock Vane and Stream Restoration, existing vendor – contract limit of \$90,000;
11. Sustainable Solano, Sustainable Landscaping Education Program, existing vendor – contract limit of \$175,013;
12. Terraphase Engineering, Cache Slough Water Quality Monitoring, existing vendor – contract limit of \$58,000;
13. TRPA Fish Biologists, Peterson, Ulati, Putah, Western Tributary Fish Monitoring, existing vendor – contract limit of \$447,750;

14. UC Davis, Temperature Impacts on Bird Nesting Along Putah Creek and Working Landscapes, existing vendor – contract limit of \$84,010;
15. Vic Claassen, PSC and Ulati Soil Assessment, existing vendor – contract limit of \$170,000;
16. Washburn AG, Nuisance Vegetation Management, existing vendor – contract limit of \$65,000;
17. Wildlife Survey and Photo Service, Mussel Monitoring, existing vendor – contract limit of \$225,682;
18. Yolo County Resource Conservation District, Westside IRWM Coordination, existing vendor – contract limit of \$80,000;

11. **UPDATED WATER AGENCY PROCUREMENT POLICY** *(estimated time: 10 minutes)*

RECOMMENDATION: Approve updated Water Agency Procurement Policy.

12. **WATER AGENCY SUSTAINABLE GROUNDWATER MANAGEMENT ACT COSTS** *(estimated time: 10 minutes)*

RECOMMENDATION: For information only.

13. **DIXON WATERSHED MANAGEMENT PLAN – PHASE 3 UPDATE** *(estimated time: 15 minutes)*

RECOMMENDATION:

Authorize General Manager to execute \$250,230 contract with West Yost for Dixon Regional Watershed Management Plan Update, Phase 3.

14. **SOLANO PROJECT CONTRACT RENEWAL EA-IS** *(estimated time 15 minutes)*

RECOMMENDATIONS:

1. Authorize General Manager to execute \$243,500 contract with Jacobs Engineering for Solano Project Contract Renewal Environmental Assessment – Initial Study (EA-IS), as part of CEQA-NEPA compliance.
2. Authorize up to a 25% contingency should changes in scope of work arise.

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

RECOMMENDATIONS:

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

16. 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.

17. CLOSED SESSION

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Gov. Code § 54956.8)

Property: 3373 Sackett Lane, Winters, CA

Agency negotiator: Chris Lee

Negotiating parties: Solano County Water Agency and Putah Creek Council/Solano County Water Agency/Sackett Ranch Caretaker
Under negotiation: Terms of Lease

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

(Paragraph (3) of subdivision (d) of Gov. Code § 54956.9)

Significant exposure to litigation: 2 cases

18. TIME AND PLACE OF NEXT MEETING

Thursday, August 10, 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.

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: June 8, 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
Mayor Catherine Moy, City of Fairfield
Mayor Ronald Kott, City of Rio Vista
Mayor Alma Hernandez, City of Suisun City
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
Supervisor Mitch Mashburn, Solano County District 5
Director Sean Favero, Maine Prairie Water District
Director Dale Crossley, Reclamation District 2068 (remote)
Director J.D Kluge, Solano Irrigation District

CALL TO ORDER

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

APPROVAL OF AGENDA

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

PUBLIC COMMENT

There was no public comment.

CONSENT ITEMS

On a motion by Mayor Moy and a second by Supervisor Mashburn the Board unanimously approved by roll call vote the following consent items:

- (A) Minutes
- (B) Expenditure Approvals
- (C) Approve Resolution 2023-04

BOARD MEMBER REPORTS

There were no board member reports.

GENERAL MANAGERS REPORT

General Manager Chris Lee informed the Board of a UCD journal article that was included in the Board Packet, that really highlights the success of the Putah Creek Accord, with native fish assemblages returning to the creek. Mr. Lee also shared with the Board that the Solano GSA has been preliminary informed of \$4.4 Million DWR grant that will be used to help implement the region's GSP. Lastly, staff are recommending cancelling the August Board meeting. Mayor Kott recommended cancelling the September Board Meeting instead as that overlaps with the League of Cities.

SOLANO WATER ADVISORY COMMISSION REPORT

Commission Chair Kyle Ochendusko shared with the Board that the Solano agencies are being kept apprised of the Bay-Delta Voluntary Agreement process. Additionally, several cities have informed the

General Manager there is interest in transferring SWP water. Lastly, the Commission is continuing to look at the North of Delta water accounting issues.

SCWA BUDGET FOR FISCAL YEAR 2023-2024

General Manager Chris Lee provided an overview of the upcoming budget. The Water Agency's budget remains strong with a total reserve of \$56 Million. For the prior Fiscal Year 2022-2023, while the Agency was expecting a small deficit the Agency ended up not spending all of the budget, partly due to a delay in the Office Expansion, with about 40% of the project carrying over into the next fiscal year, as well as deferment of some Solano Project Rehabilitation & Betterment projects. Mr. Lee briefly went over the four major funds, with the last three, State Water Project (SWP), Ulatris Flood Control Project, and Green Valley Flood Control Project being restricted funds. There were also some minor discrepancies in the budget, which was updated, and a correction sent out. The Admin fund is SCWA's General Fund, and covers all of our Administrative functions, Solano Project, compliance with the Putah Creek Accord, Solano Habitat Conservation Plan, and Watermaster activities. While the long-term outlook of our budget looks good, the Agency continues to have additional tasks assigned which is taken out of the Admin fund. On groundwater activities, the Solano GSA now has its own funding source, and only Water Agency staff time is used to support the GSA. Supervisor Vasquez recommended summarizing the total amount of money and staff time that SCWA has given to the Solano GSA. Besides groundwater, SCWA's education programs also come out of the Admin fund. For SWP funds, the Water Agency is contractually obligated to pay all of the Capital and Operations & Maintenance (O&M) costs to fund DWR to operate the SWP and NBA for Solano County. The Water Agency has been adding to the SWP reserve to support the NBA Alternative Intake Project, including design of the project which will require tens of millions of dollars. Mr. Lee will send out a flyer to the Board about the Water Plus Project. For the Ulatris budget, this project is specific to the Ulatris Flood Control Project, a 50-mile-long flood control project draining eastern Solano County out to the Delta. The Water Agency contracts with Solano County staff to do the O&M work. Over the next 3-5 years the Agency will be spending down the Ulatris reserve for capital projects. The last fund is the Green Valley budget, which is specific to the Green Valley Flood Control Project, a 3-mile-long flood control project in the Cordelia region. The project was originally constructed by the Army Corps of Engineers and is now overseen by the Water Agency. The Green Valley budget has the least amount of funds, and the Water Agency will be looking at ways to improve its budget. Chair Kott noted that the Water Agency's reserve funds have decreased by almost half. Mr. Lee indicated that the Water Agency is in the process of submitting several grants as well as looking at potential habitat credits that could occur at Peterson Ranch, which could help to replenish the Water Agency's reserves. On a motion by Supervisor Hannigan and a second by Director Favero the Board unanimously approved by roll call vote:

Adoption of the Water Agency's fiscal year 2023-2024 budget.

BUDGET IMPLICATION ACTIONS

General Manager Chris Lee provided a brief overview of each budget implementation action, with roll call after each item.

(A) **State Water Project Property Tax Rate for Fiscal Year 2023-2024**

Mr. Lee informed the Board that the SWP property tax rate was established by the Water Agency's predecessor agency to fund the Capital and O&M Costs of the NBA. The rate has remained fixed and has not changed. The Board has the discretion to lower the rate but cannot increase the rate above the \$0.02 per \$100 rate. Supervisor Hannigan discussed that if the Water Agency is serious about building the NBA Alternate Intake, the Agency is going to have to be more aggressive in funding the project in the future. Chair Kott recommended adding this item as a future agenda item. On a motion by Supervisor Brown and a second by Chair Kott the Board unanimously approved by roll call vote:

Establish a tax rate of \$0.02 per \$100 of assessed valuation for the State Water Project property tax for fiscal year 2023-2024.

(B) **Pre-Approval of Fiscal Year 2023-2024 Payments**

Mr. Lee explained that every year staff recommend pre-approval of specific contractual items and required payments. On a motion by Supervisor Hannigan and second by Supervisor Williams the Board unanimously approved by roll call vote:

Pre-approval of specified categories of bills for fiscal year 2023-2024.

(C) Water Agency Statement of Investment Policy for Fiscal Year 2023-2024

Mr. Lee explained that public agencies are required to hold reserves in safe investments such as LAIF, CAMP, and FDIC insured accounts. The current Statement of Investment Policy is the same as the prior fiscal year. On a motion by Mayor Hernandez and second by Supervisor Williams the Board unanimously approved by roll call vote:

Approval of the annual Statement of Investment Policy.

(D) Cost of Living Adjustment for Water Agency Employees

Mr. Lee reminded the Board that the cost-of-living adjustment is at the discretion of the Board and the staff recommendation is based on Consumer Price Indexes. The Board had several questions about the prior Workforce Study, which did not include cost-of-living adjustments over the 3-year phase in process. On a motion by Supervisor Vasquez and a second by Supervisor Mashburn the Board approved by roll call vote:

Award a 4.0% cost of living adjustment for Water Agency employees effective July 9, 2023.

Director Favero, Director Kludge, Mayor Kott, and Mayor Young voted no.

(E) Consultant Services Contracts and Renewals

Mr. Lee informed the Board that he would like to remove the Univision contract, and instead move this to an RFP process. Mayor Young asked if SCWA has a policy to require consultants to go out to bid every few years. Mr. Lee responded that while the Water Agency does not have a policy requiring re-bidding, the Board has directed staff to seek new talent and conduct RFPs where applicable. Several of the contracts listed are niche specialties, where an RFP can be difficult. Several of the Board members recommended creating a policy for consultant contracts. Mr. Lee indicated that staff can draft a policy for the Board to review in regards to consultant contracts. Director Kludge informed the Board that several of the contracts were missing Exhibits such as the scope of work and deliverables. Supervisor Vasquez also expressed concern about the leases for Sackett Ranch. A substitute motion was presented to the Board to (i) approve three specific contracts that would otherwise impact the Water Agency if they were not approved (#5 Eyasco, #7 Jim DeRose, #12 Shandam Consulting) and (ii) table the remaining contracts including a review of the three approved contracts at the next scheduled Board meeting. On a motion by Director Kludge and second by Supervisor Williams the Board unanimously approved by roll call vote the substitute motion.

BACKHOE PURCHASE

General Manager Chris Lee provided a brief background on the backhoe purchase. For the Solano Project, the Water Agency contracts with the Solano Irrigation District (SID) for all Operation and Maintenance (O&M) activities. Currently, SID rents a backhoe year around for all of the maintenance activities along the Putah South Canal such as trash and debris removal, vegetation removal, and other activities as needed. The purchase of a backhoe compared to renting would break even after 6 years, with a life expectancy of the backhoe estimated at 15-years. The result is a cost-savings to the Solano Project by purchasing a backhoe. On a motion by Supervisor Williams and second by Director Favero the Board unanimously approved by roll call vote:

Authorize General Manager to purchase John Deere 410P backhoe for Solano Project O&M. Total cost not to exceed \$204,576.

LEGISLATIVE UPDATES

There were no updates from the Legislative Committee. Legislative Advocate Bob Reeb provided an overview of legislation to the Board. AB 345 (Wilson) would give DWR and SWRCB authority to

provide advance payment for flood and multi-benefit infrastructure projects. The legislature is currently working on Water Rights legislation including AB 460, AB 1337, and SB 389. For SB 389 it represents a real threat to water rights and would allow the SWRCB to file an Injunctive Order that could be in effect for up to 180 days and could not be appealed until the SWRCB took final action, and the courts would be limited. Several Board Members and the General Manager met with Senator Dodd and Assemblymember Aguiar-Curry to discuss several of these bills. In regard to the State Budget, there is currently a projected deficit of \$30-billion, which has caused the Governor to scale back on water infrastructure. There are currently 4 water bonds being reviewed up to \$15-billion. The flood bonds will likely be consolidated into the climate resiliency bonds. There is also a proposed \$25-billion school facility bond and \$15 billion housing bond. There will be a lot of discussion on what bonds to move forward in 2024. Mr. Reeb is working with Water Agency staff to try and make the Water Plus project as well as Habitat Mitigation Projects eligible in the bond funding. On other legislation, there is an active \$21-million bill to modernize the State's stream gages. In regards to cities, there are two bills AB 1572 and AB 1573 that would prohibit non-functional turf. AB 1572 would prohibit irrigation of non-functional turf with potable water, such as median strips as well as industrial and commercial parks. AB 1573 would prohibit non-functional turf from being approved by cities/counties and would require the use of native plants. By 2035 the bill would require not less than 75% of landscaping be native plants and would prohibit non-functional turf. The bills are widely opposed by cities and ACWA. The bills have passed the Assembly and are in the Senate. Non-compliance would be subject to civil penalties of \$500/day per penalty. General Manager Chris Lee informed the Board that he will include Bob Reeb's deliverables in future Agenda packets. On other legislative matters, the Governor's CEQA trailer bill would exclude all state projects including the Delta Conveyance Project. The state projects would still have to do an EIR, but it would speed up the time frame and litigation within 270 calendar days. The budget process will be done behind closed doors between the legislature and the Governor, and last through September.

WATER POLICY UPDATES

There were no updates from staff. Supervisor Mashburn informed the Board that the Delta Counties Coalition opposes the Governor's trailer bill that would include the Delta Conveyance Project. Yolo County Supervisor Oscar Villegas provided pivotal testimony to the legislature on these concerns. There were no updates from Ms. Patterson on the North Bay Watershed Association.

CLOSED SESSION

Closed Session pursuant to Gov. Codes § 54956.8 and § 54956.9

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: 3373 Sackett Lane, Winters, CA
Agency negotiator: Chris Lee
Negotiating parties: Solano County Water Agency and Putah Creek Council
Under negotiation: Terms of Lease
2. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
(Paragraph (3) of subdivision (d) of Gov. Code § 54956.9)
Significant exposure to litigation: 2 cases

The Board moved into Closed Session at 7:59-pm and returned to Open Session at 8:40-pm with no reportable actions.

TIME AND PLACE OF NEXT MEETING

Thursday, July 13, 2023, at 6:30 pm at the SCWA offices.

ADJOURNMENT

The meeting of the Solano County Water Agency Board of Directors was adjourned at 8:40-pm.

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

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: July 13, 2023
SUBJECT: Expenditures Approval

RECOMMENDATIONS:


Approve expenditures from the Water Agency checking accounts for June 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 June 2023. Additional backup information is available upon request.

Recommended: 
Chris Lee, 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, 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 July 13, 2023, by the following vote:

Ayes:
Noes:
Abstain:
Absent:

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

SOLANO COUNTY WATER AGENCY

Cash Disbursements Journal

For the Period From Jun 1, 2023 to Jun 30, 2023

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
6/20/23	10218	2020WC	Invoice: 10505	1,530.25	
		2020WC	Invoice: 10810	5,092.50	
		2020WC	Invoice: 11113	3,698.00	
		1020SC	MBK ENGINEERS		10,320.75
6/27/23	37427V	2020SC	Invoice: APR 2022 BOD MTG		100.00
		2020SC	Invoice: APR 2022 LEG MTG		100.00
		1020SC	DALE CROSSLEY	200.00	
6/27/23	38194V	2020SC	Invoice: BARRY APTER		1,500.00
		1020SC	BARRY APTER	1,500.00	
6/27/23	38219V	2020SC	Invoice: LAURA SOLOMON		100.00
		1020SC	LAURA SOLOMON	100.00	
6/27/23	38515V	2020SC	Invoice: LB INCENTIVE		75.00
		1020SC	DAVID RODRIGUEZ	75.00	
6/5/23	39479V	2020SC	Invoice: RICHARD WEAVER		1,485.00
		1020SC	RICHARD WEAVER	1,485.00	
6/6/23	39485	2020SC	Invoice: 0699834	2,434.01	
		1020SC	ACWA JOINT POWERS INSURANCE AUTHORITY		2,434.01
6/6/23	39486	2020SC	Invoice: EXP REIM MAY 2023	174.99	
		1020SC	ALEXANDRA FOX		174.99
6/6/23	39487	2020SC	Invoice: 638977-11	8,700.00	
		2020SC	Invoice: 638806-9	3,000.00	
		2020SC	Invoice: 638845-9	3,500.00	
		2020SC	Invoice: 643511-4	3,750.00	
		1020SC	ALPHA MEDIA LLC		18,950.00
6/6/23	39488	2020SC	Invoice: EXP REIM MAY 2023	25.00	
		1020SC	JEFF BARICH		25.00
6/6/23	39489	2020SC	Invoice: SG02186	579.00	
		1020SC	BSK ASSOCIATES		579.00
6/6/23	39490	2020SC	Invoice: JUN 2023	4,096.00	
		1020SC	BUZZ OATES MANAGEMENT SERVICES		4,096.00
6/6/23	39491	2020SC	Invoice: 000019958458	838.74	
		2020SC	Invoice: 000019956966	314.44	
		2020SC	Invoice: 000019957011	154.88	
		1020SC	CALNET3		1,308.06
6/6/23	39492	2020SC	Invoice: 30510203	869.43	
		1020SC	CANON FINANCIAL SERVICES, INC.		869.43
6/6/23	39493	2020SC	Invoice: JG64594	138.96	
		2020SC	Invoice: JR03505	25,381.25	
		1020SC	CDW LLC		25,520.21
6/6/23	39494	2020SC	Invoice: 5160012424	152.43	
		1020SC	CINTAS CORPORATION		152.43
6/6/23	39495	2020SC	Invoice: 1970762	108.42	
		1020SC	COUNTY OF YOLO		108.42
6/6/23	39496	2020SC	Invoice: 5849446-0002	7,312.73	
		1020SC	NORCAL RENTAL GROUP, LLC		7,312.73
6/6/23	39497	2020SC	Invoice: MAY 2023 LEG MTG	100.00	
		1020SC	DALE CROSSLEY		100.00
6/6/23	39498	2020SC	Invoice: 23-024-O JUN 2023	784.00	
		2020N	Invoice: 23-258-V-APR 2023	12,562.00	

SOLANO COUNTY WATER AGENCY

Cash Disbursements Journal

For the Period From Jun 1, 2023 to Jun 30, 2023

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
		2020SC	Invoice: 23-026-T JUN 2023	648,493.00	
		1020SC	DEPARTMENT OF WATER RESOURCES		661,839.00
6/6/23	39499	2020SC	Invoice: EXP REIM MAY 2023	248.90	
		1020SC	FREEDOM EVANS		248.90
6/6/23	39500	2020SC	Invoice: 9-649-22255	11.34	
		2020SC	Invoice: 8-114-57008	165.65	
		2020SC	Invoice: 8-135-95783	137.96	
		1020SC	FEDEX EXPRESS		314.95
6/6/23	39501	2020SC	Invoice: 5948B	1,418.73	
		1020SC	HAUGHN & SON TIRE SERVICE INC		1,418.73
6/6/23	39502	2020SC	Invoice: 9016540	750.33	
		2020SC	Invoice: 7524048	193.54	
		2020SC	Invoice: 2615081	320.83	
		2020SC	Invoice: 2615082	365.37	
		2020SC	Invoice: 1524720	148.94	
		2020SC	Invoice: 0021772	89.50	
		2020SC	Invoice: 7022042	20.92	
		2020SC	Invoice: 9012434	13.54	
		2020SC	Invoice: 7012520	172.26	
		2020SC	Invoice: 7023137	305.50	
		2020SC	Invoice: 6526400	653.56	
		1020SC	HOME DEPOT CREDIT SERVICE		3,034.29
6/6/23	39503	2020SC	Invoice: EXP REIMB MAY 2023	465.05	
		1020SC	STEPHEN KARR		465.05
6/6/23	39504	2020SC	Invoice: 602309	90.00	
		1020SC	M&M SANITARY LLC		90.00
6/6/23	39505	2020SC	Invoice: 353223	51.46	
		2020SC	Invoice: 353262	42.88	
		2020SC	Invoice: 353445	40.73	
		2020SC	Invoice: 353583	26.19	
		2020SC	Invoice: 181502	10.80	
		2020SC	Invoice: 353797	91.17	
		2020SC	Invoice: 182184	568.99	
		2020SC	Invoice: 353879	30.01	
		2020SC	Invoice: 353958	98.36	
		2020SC	Invoice: 182567	144.20	
		2020SC	Invoice: 354075	27.20	
		2020SC	Invoice: 354081	26.33	
		2020SC	Invoice: 182747	18.81	
		2020SC	Invoice: 182735	4.96	
		2020SC	Invoice: 354192	90.67	
		2020SC	Invoice: 183051	10.80	
		2020SC	Invoice: 354447	48.33	
		2020SC	Invoice: 354543	181.95	
		1020SC	PACIFIC ACE HARDWARE		1,513.84
6/6/23	39505V	2020SC	Invoice: 353223		51.46
		2020SC	Invoice: 353262		42.88
		2020SC	Invoice: 353445		40.73
		2020SC	Invoice: 353583		26.19
		2020SC	Invoice: 181502		10.80
		2020SC	Invoice: 353797		91.17
		2020SC	Invoice: 182184		568.99
		2020SC	Invoice: 353879		30.01
		2020SC	Invoice: 353958		98.36
		2020SC	Invoice: 182567		144.20
		2020SC	Invoice: 354075		27.20
		2020SC	Invoice: 354081		26.33
		2020SC	Invoice: 182747		18.81
		2020SC	Invoice: 182735		4.96
		2020SC	Invoice: 354192		90.67

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		2020SC	Invoice: 183051		10.80
		2020SC	Invoice: 354447		48.33
		2020SC	Invoice: 354543		181.95
		1020SC	PACIFIC ACE HARDWARE	1,513.84	
6/6/23	39506	2020SC	Invoice: 4/11/23-5/10/23	3,262.39	
		1020SC	PACIFIC GAS & ELECTRIC CO,		3,262.39
6/6/23	39507	2020SC	Invoice: 013	676.59	
		1020SC	ELIZABETH PATTERSON		676.59
6/6/23	39508	2020SC	Invoice: 975364	316.29	
		2020SC	Invoice: 975365	4.82	
		2020SC	Invoice: 975377	28.51	
		2020SC	Invoice: 975993	524.44	
		2020SC	Invoice: 976391	120.03	
		2020SC	Invoice: 976342	629.45	
		2020SC	Invoice: 976704	69.62	
		2020SC	Invoice: 976746	64.81	
		2020SC	Invoice: 976842	87.17	
		2020SC	Invoice: 977505	53.29	
		1020SC	BOB PISANI & SON		1,898.43
6/6/23	39509	2020SC	Invoice: 23-30	4,996.80	
		2020SC	Invoice: 23-35	49,416.12	
		2020SC	Invoice: 23-41	876.18	
		2020SC	Invoice: 23-43	214.75	
		2020SC	Invoice: 23-42	214.75	
		2020SC	Invoice: 23-40	730.15	
		1020SC	PUTAH CREEK COUNCIL		56,448.75
6/6/23	39510	2020SC	Invoice: 14989	24.02	
		1020SC	REGIONAL GOVERNMENT SERVICES AUTHORITY		24.02
6/6/23	39511	2020SC	Invoice: WCP-287	9,238.12	
		1020SC	RICHARD HEATH & ASSOCIATES, INC.		9,238.12
6/6/23	39512	2020SC	Invoice: 401555	4.37	
		1020SC	RON DUPRATT FORD		4.37
6/6/23	39513	2020SC	Invoice: EXP REIM MAY 2023	50.00	
		1020SC	DAMIEN SALAZAR		50.00
6/6/23	39514	2020SC	Invoice: 0531232306	11,325.00	
		1020SC	SHANDAM INC.		11,325.00
6/6/23	39515	2020SC	Invoice: EXP REIM MAY 2023	54.36	
		1020SC	HAROLD SNYDER III		54.36
6/6/23	39516	2020SC	Invoice: 1917	93,823.13	
		2020SC	Invoice: 1915	28,967.53	
		2020SC	Invoice: 1916	8,529.83	
		2020SC	Invoice: 1920	5,824.81	
		2020SC	Invoice: 1954	5,543.25	
		2020SC	Invoice: 1974	319.95	
		1020SC	SOLANO RESOURCE CONSERVATION DISTRICT		143,008.50
6/6/23	39517	2020SC	Invoice: 3262139691	51.88	
		2020SC	Invoice: 3263068031	38.47	
		2020SC	Invoice: 3264458731	62.04	
		2020SC	Invoice: 3264451311	96.18	
		2020SC	Invoice: 3264463661	247.42	
		2020SC	Invoice: 3265122821	118.33	
		2020SC	Invoice: 3265330521	81.08	
		2020SC	Invoice: 3267443701	50.81	
		2020SC	Invoice: FIN CHARGES 5/16/23	35.43	
		1020SC	STAPLES		781.64

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6/6/23	39517V	2020SC	Invoice: 3262139691		51.88
		2020SC	Invoice: 3263068031		38.47
		2020SC	Invoice: 3264458731		62.04
		2020SC	Invoice: 3264451311		96.18
		2020SC	Invoice: 3264463661		247.42
		2020SC	Invoice: 3265122821		118.33
		2020SC	Invoice: 3265330521		81.08
		2020SC	Invoice: 3267443701		50.81
		2020SC	Invoice: FIN CHARGES 5/16/23		35.43
		1020SC	STAPLES	781.64	
6/6/23	39518	2020SC	Invoice: 34070	379.72	
		1020SC	STATION 1 FIRE PROTECTION		379.72
6/6/23	39519	2020SC	Invoice: 241218	679.28	
		2020SC	Invoice: 241577	24.83	
		2020SC	Invoice: 242229	636.12	
		1020SC	STERLING MAY EQUIPMENT CO.		1,340.23
6/6/23	39520	2020SC	Invoice: 79290	85.80	
		2020SC	Invoice: 79393	27.64	
		2020SC	Invoice: 79413	95.44	
		2020SC	Invoice: 79727	445.66	
		2020SC	Invoice: 79731	508.13	
		1020SC	SUISUN VALLEY FRUIT GROWERS AS		1,162.67
6/6/23	39521	2020SC	Invoice: 24899	728.08	
		1020SC	SUMMERS ENGINEERING CO., INC.		728.08
6/6/23	39522	2020SC	Invoice: EXP REIM MAY 2023.1	335.02	
		1020SC	JONATHAN TAVENIER		335.02
6/6/23	39523	2020SC	Invoice: 19349	26,795.43	
		1020SC	TERRAPHASE ENGINEERING		26,795.43
6/6/23	39524	2020SC	Invoice: 100193582	578.86	
		2020SC	Invoice: 300055082	100.38	
		2020SC	Invoice: 300582672	9.65	
		2020SC	Invoice: 300583295	64.40	
		2020SC	Invoice: 100193856	278.07	
		2020SC	Invoice: 300584960	59.05	
		2020SC	Invoice: 200639301	150.31	
		2020SC	Invoice: 300585906	547.53	
		1020SC	TRACTOR SUPPLY CREDIT PLAN		1,788.25
6/6/23	39525	2020SC	Invoice: 1187623	76.00	
		1020SC	GROW WEST		76.00
6/6/23	39526	2020SC	Invoice: RICHARD WEAVER	1,500.00	
		1020SC	RICHARD WEAVER		1,500.00
6/6/23	39527	2020SC	Invoice: 9934183164	1,345.69	
		2020SC	Invoice: 9935880504	3,726.61	
		1020SC	VERIZON WIRELESS		5,072.30
6/6/23	39528	2020SC	Invoice: DS08-41	4,405.00	
		1020SC	YOLO COUNTY RCD		4,405.00
6/6/23	39529	2020SC	Invoice: MAY 2023 BOD MTG	143.89	
		1020SC	STEVE YOUNG		143.89
6/6/23	39530	2020SC	Invoice: 981521	1,021.78	
		2020SC	Invoice: 982925	10,001.56	
		2020SC	Invoice: 1013295	9,390.63	
		1020SC	YELLOW SPRINGS INSTRUMENT CO.		20,413.97

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
6/6/23	39531	2020SC	Invoice: 3262139691	51.88	
		2020SC	Invoice: 3263068031	38.47	
		2020SC	Invoice: 3264451311	96.18	
		2020SC	Invoice: 3264458731	62.04	
		2020SC	Invoice: 3264463661	247.42	
		2020SC	Invoice: 3265122821	118.33	
		2020SC	Invoice: 3265330521	81.08	
		2020SC	Invoice: 3267443701	50.81	
		2020SC	Invoice: FIN CHARGES 5/16/23	35.43	
		1020SC	STAPLES		781.64
6/6/23	39532	2020SC	Invoice: 353223	51.46	
		2020SC	Invoice: 353262	42.88	
		2020SC	Invoice: 353445	40.73	
		2020SC	Invoice: 353583	26.19	
		2020SC	Invoice: 181502	10.80	
		2020SC	Invoice: 353797	91.17	
		2020SC	Invoice: 182184	568.99	
		2020SC	Invoice: 353879	30.01	
		2020SC	Invoice: 353958	98.36	
		2020SC	Invoice: 182567	144.20	
		2020SC	Invoice: 354075	27.20	
		2020SC	Invoice: 354081	26.33	
		2020SC	Invoice: 182747	18.81	
		2020SC	Invoice: 182735	4.96	
		2020SC	Invoice: 354192	90.67	
		2020SC	Invoice: 183051	10.80	
		2020SC	Invoice: 354447	48.33	
		2020SC	Invoice: 354543	181.95	
		2020SC	Invoice: 354522	27.87	
		1020SC	PACIFIC ACE HARDWARE		1,541.71
6/13/23	39533	2020SC	Invoice: 202305	800.00	
		1020SC	BELIA MARTINEZ		800.00
6/13/23	39534	2020SC	Invoice: 132	12,000.00	
		1020SC	AVRY DOTAN		12,000.00
6/13/23	39535	2020SC	Invoice: 4268334	741.56	
		1020SC	AMERICAN TOWER CORPORATION		741.56
6/13/23	39536	2020SC	Invoice: 9224225837	150.33	
		2020SC	Invoice: 5160806283	36.11	
		1020SC	CINTAS CORPORATION		186.44
6/13/23	39537	2020SC	Invoice: 5849446-0003	7,312.73	
		2020SC	Invoice: 5898286-0001	620.00	
		1020SC	NORCAL RENTAL GROUP, LLC		7,932.73
6/13/23	39538	2020SC	Invoice: MAY 2023	9,002.12	
		1020SC	JAMES B. DEROSE		9,002.12
6/13/23	39539	2020SC	Invoice: 108001190070	414.95	
		1020SC	EAN SERVICES, LLC		414.95
6/13/23	39540	2020SC	Invoice: 5492	44,611.25	
		1020SC	EYASCO, INC.		44,611.25
6/13/23	39541	2020SC	Invoice: P0219208	1,219.43	
		1020SC	GARTON TRACTOR, INC.		1,219.43
6/13/23	39542	2020SC	Invoice: 104963		651.78
		2020SC	Invoice: 104970		6,533.10
		2020SC	Invoice: 106908	2,226.66	
		2020SC	Invoice: 106731	3,728.10	
		2020SC	Invoice: 104599	2,468.40	
		2020SC	Invoice: 106730	2,103.78	
		2020SC	Invoice: 104965	69.96	
		2020SC	Invoice: 107410	2,634.66	

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		2020SC	Invoice: 107409	424.32	
		2020SC	Invoice: 107415	444.00	
		2020SC	Invoice: 107419	125.46	
		2020SC	Invoice: 107417	87.72	
		1020SC	HERUM/ CRABTREE/ SUNTAG		7,128.18
6/13/23	39543	2020SC	Invoice: 8065/1	56.91	
		2020SC	Invoice: 8063/1	403.65	
		2020SC	Invoice: k08100/1	382.24	
		1020SC	HIGBY'S COUNTRY FEED INC		842.80
6/13/23	39544	2020SC	Invoice: SW140056426	954.12	
		1020SC	HOLT OF CALIFORNIA		954.12
6/13/23	39545	2020SC	Invoice: CL56321	2,021.09	
		1020SC	INTERSTATE OIL COMPANY		2,021.09
6/13/23	39546	2020SC	Invoice: 603597	180.00	
		1020SC	M&M SANITARY LLC		180.00
6/13/23	39547	2020WC	Invoice: 10517	1,293.75	
		2020WC	Invoice: 10829	1,871.25	
		2020WC	Invoice: 11120	10,136.50	
		1020SC	MBK ENGINEERS		13,301.50
6/13/23	39548	2020SC	Invoice: MAY 2023	51.00	
		2020SC	Invoice: 305947	84.00	
		1020SC	MILLENNIUM TERMITE & PEST		135.00
6/13/23	39549	2020SC	Invoice: 4/21/23-5/21/23	55.69	
		1020SC	PACIFIC GAS & ELECTRIC CO,		55.69
6/13/23	39550	2020SC	Invoice: 502	3,495.00	
		1020SC	LESLIE PALENCIA		3,495.00
6/13/23	39551	2020SC	Invoice: 1543762	5,372.16	
		1020SC	PAPE MACHINERY		5,372.16
6/13/23	39552	2020SC	Invoice: 01230929	84.00	
		1020SC	RECOLOGY HAY ROAD		84.00
6/13/23	39553	2020SC	Invoice: 053123AGS18	14,561.25	
		1020SC	SHANDAM INC.		14,561.25
6/13/23	39554	2020U	Invoice: MAY 2023	1,896.71	
		1020SC	SOLANO COUNTY FLEET MANAGEMENT		1,896.71
6/13/23	39555	2020SC	Invoice: 1975	8,400.91	
		1020SC	SOLANO RESOURCE CONSERVATION DISTRICT		8,400.91
6/13/23	39556	2020SC	Invoice: 41700	47.58	
		1020SC	SUISUN VALLEY FRUIT GROWERS AS		47.58
6/13/23	39557	2020SC	Invoice: 2023-01511	8,726.10	
		2020SC	Invoice: 2023-01488	500.00	
		2020SC	Invoice: 2023-01487	10,731.34	
		1020SC	TERRA REALTY ADVISORS, INC.		19,957.44
6/13/23	39558	2020SC	Invoice: JEROME BOND	41.00	
		1020SC	JEROME BOND		41.00
6/13/23	39559	2020SC	Invoice: VICTOR CHANEY	1,500.00	
		1020SC	VICTOR CHANEY		1,500.00

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6/13/23	39560	2020SC 1020SC	Invoice: JOHN CONWAY JOHN CONWAY	1,500.00	1,500.00
6/19/23	39560V	2020SC 1020SC	Invoice: JOHN CONWAY JOHN CONWAY	1,500.00	1,500.00
6/13/23	39561	2020SC 1020SC	Invoice: DEBORAH GARFIELD DEBORAH GARFIELD	1,500.00	1,500.00
6/13/23	39562	2020SC 1020SC	Invoice: SOSHANA GOULD SOSHANA GOULD	100.00	100.00
6/13/23	39563	2020SC 1020SC	Invoice: NANELLE JONES-SULLIV NANELLE JONES-SULLIVAN	50.00	50.00
6/13/23	39564	2020SC 1020SC	Invoice: MELINDA NG MELINDA NG	100.00	100.00
6/13/23	39565	2020SC 1020SC	Invoice: JAMES OMOSO JAMES OMOSO	32.13	32.13
6/13/23	39566	2020SC 1020SC	Invoice: AMY POOPATANAPONG AMY POOPATANAPONG	1,500.00	1,500.00
6/13/23	39567	2020SC 1020SC	Invoice: MARK SCHERRER MARK SCHERRER	44.00	44.00
6/13/23	39568	2020SC 1020SC	Invoice: 163055745 ULINE, INC.	5,989.28	5,989.28
6/13/23	39569	2020SC 2020SC 2020SC 1020SC	Invoice: PSC-17 Invoice: PSC-19 Invoice: N-20 VICTOR PAUL CLAASSEN	9,375.63 11,005.63 650.00	21,031.26
6/13/23	39570	2020SC 1020SC	Invoice: 1342304 WATER DISTRICT JOBS	145.00	145.00
6/13/23	39571	2020SC 1020SC	Invoice: DS08-42 YOLO COUNTY RCD	6,545.00	6,545.00
6/20/23	39572	2020SC 1020SC	Invoice: 15270 ZACHARIAH WILKERSON	11,721.00	11,721.00
6/20/23	39573	2020SC 1020SC	Invoice: 4437 PAUL M. VERVALLE	2,494.00	2,494.00
6/20/23	39574	2020SC 1020SC	Invoice: EXP REIM MAY-JUN '23 GAVIN ANDERSON	615.70	615.70
6/20/23	39575	2020SC 2020SC 2020SC 1020SC	Invoice: BA8805 Invoice: BA8806 Invoice: BA8807 BLANKINSHIP & ASSOCIATES, INC.	627.50 286.25 315.00	1,228.75
6/20/23	39576	2020SC 1020SC	Invoice: SG02776 BSK ASSOCIATES	965.00	965.00
6/20/23	39577	2020N 1020SC	Invoice: 22-1008-12 CBEC, INC.	6,932.75	6,932.75
6/20/23	39578	2020SC 1020SC	Invoice: C20196.00-01 EKI ENVIRONMENT & WATER, INC.	39,998.92	39,998.92
6/20/23	39579	2020SC 1020SC	Invoice: 155835 FM GRAPHICS, INC.	1,575.47	1,575.47

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6/20/23	39580	2020SC	Invoice: EXP REIMB MAY 2023	94.99	
		1020SC	ANDREW GANTNER		94.99
6/20/23	39581	2020SC	Invoice: 5842	3,000.00	
		1020SC	GARDENSOFT CORP		3,000.00
6/20/23	39582	2020SC	Invoice: PSS001853-2	9.44	
		1020SC	GLOBAL MACHINERY INTL.		9.44
6/20/23	39583	2020SC	Invoice: EXP REIM MAY 2023	534.04	
		1020SC	JACOB GOODING		534.04
6/20/23	39584	2020SC	Invoice: 29934	931.50	
		1020SC	HARVEST SANITATION		931.50
6/20/23	39585	2020SC	Invoice: CL58075	2,235.74	
		1020SC	INTERSTATE OIL COMPANY		2,235.74
6/20/23	39586	2020SC	Invoice: 23943	1,742.50	
		1020SC	LAUGENOUR AND MEIKLE		1,742.50
6/20/23	39587	2020SC	Invoice: 52023	4,750.00	
		1020SC	LINCOLN CONCEPTS		4,750.00
6/20/23	39588	2020SC	Invoice: EXP REIM MAY 2023	75.00	
		1020SC	SANDRA WILLINGMYRE		75.00
6/20/23	39589	2020SC	Invoice: 354644	234.88	
		2020SC	Invoice: 354795	88.06	
		2020SC	Invoice: 354872	125.45	
		2020SC	Invoice: 354990	45.62	
		2020SC	Invoice: 355247	38.55	
		2020SC	Invoice: 184742	45.40	
		2020SC	Invoice: 184760	28.10	
		2020SC	Invoice: 355334	155.46	
		2020SC	Invoice: 355365	58.47	
		2020SC	Invoice: 355452	201.51	
		2020SC	Invoice: 355622	12.84	
		2020SC	Invoice: 355641	32.23	
		2020SC	Invoice: 355716	296.90	
		2020SC	Invoice: 355656	32.15	
		2020SC	Invoice: 355738	16.00	
		2020SC	Invoice: 355755	62.18	
		2020SC	Invoice: 355829	72.90	
		2020SC	Invoice: 356119	129.61	
		2020SC	Invoice: 186247	129.69	
		1020SC	PACIFIC ACE HARDWARE		1,806.00
6/20/23	39590	2020SC	Invoice: 7350	2,185.00	
		1020SC	PAT DAVIS DESIGN GROUP, INC		2,185.00
6/20/23	39591	2020SC	Invoice: POSTAGE REFILL 3/23	1,495.07	
		1020SC	PITNEY BOWES		1,495.07
6/20/23	39592	2020SC	Invoice: WCP-294	8,143.94	
		1020SC	RICHARD HEATH & ASSOCIATES, INC.		8,143.94
6/20/23	39593	2020U	Invoice: 7645	29,027.00	
		1020SC	RESOURCE MANAGEMENT ASSOCIATES		29,027.00
6/20/23	39594	2020SC	Invoice: 1613	1,250.00	
		1020SC	DOUG NOLAN		1,250.00
6/20/23	39595	2020SC	Invoice: 13763430	17.18	
		1020SC	SHELDON		17.18
6/20/23	39596	2020SC	Invoice: EXP REIM JUNE 2023	41.53	

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		1020SC	ELISE SHTAYYEH		41.53
6/20/23	39597	2020SC	Invoice: 0040574	233.05	
		2020SC	Invoice: 0040573	17,910.57	
		1020SC	SOLANO IRRIGATION DISTRICT		18,143.62
6/20/23	39598	2020SC	Invoice: 1964	11,949.48	
		2020SC	Invoice: 1977	8,125.29	
		1020SC	SOLANO RESOURCE CONSERVATION DISTRICT		20,074.77
6/20/23	39599	2020SC	Invoice: MWQI 2023 CHARGE	6,453.00	
		1020SC	STATE WATER CONTRACTORS		6,453.00
6/20/23	39600	2020SC	Invoice: 2023-6-SCWA	17,710.00	
		1020SC	SUSTAINABLE SOLANO INC.		17,710.00
6/20/23	39601	2020SC	Invoice: 375	100.00	
		2020SC	Invoice: 377	250.00	
		2020SC	Invoice: 376	2,888.59	
		2020SC	Invoice: 374	7,255.37	
		2020SC	Invoice: 372	100.00	
		2020SC	Invoice: 373	2,575.00	
		2020SC	Invoice: 378	1,225.00	
		1020SC	KATHLEEN A SALMUNOVICH		14,393.96
6/20/23	39602	2020SC	Invoice: DESRI AHO	1,047.00	
		1020SC	DESRI AHO		1,047.00
6/20/23	39603	2020SC	Invoice: BARON BROOKS	1,500.00	
		1020SC	BARON BROOKS		1,500.00
6/20/23	39604	2020SC	Invoice: DELMETRIS CARSON	1,500.00	
		1020SC	DELMETRIS CARSON		1,500.00
6/20/23	39605	2020SC	Invoice: DIANNEA COFFMAN	1,500.00	
		1020SC	DIANNA COFFMAN		1,500.00
6/20/23	39606	2020SC	Invoice: JOHN CONWAY	1,120.50	
		1020SC	JOHN CONWAY		1,120.50
6/20/23	39607	2020SC	Invoice: PATRICK DIXON	599.00	
		1020SC	PATRICK DIXON		599.00
6/20/23	39608	2020SC	Invoice: TENZIN DORJI	1,184.00	
		1020SC	TENZIN DORJI		1,184.00
6/20/23	39609	2020SC	Invoice: JENNIFER DUREMEDES	900.00	
		1020SC	JENNIFER DUREMEDES		900.00
6/20/23	39610	2020SC	Invoice: JOSEPH EDWARDS	1,500.00	
		1020SC	JOSEPH EDWARDS		1,500.00
6/20/23	39611	2020SC	Invoice: BRIAN FERGUSON	560.00	
		1020SC	BRIAN FERGUSON		560.00
6/20/23	39612	2020SC	Invoice: KATHLEEN GOLWITZER	675.00	
		1020SC	KATHLEEN GOLWITZER		675.00
6/20/23	39613	2020SC	Invoice: JUDSON MOORE	1,500.00	
		1020SC	JUDSON MOORE		1,500.00
6/20/23	39614	2020SC	Invoice: MARJORIE KELLY	1,890.00	
		1020SC	MARJORIE KELLY		1,890.00
6/20/23	39615	2020SC	Invoice: KATHY HALL	813.00	
		1020SC	KATHY HALL		813.00

SOLANO COUNTY WATER AGENCY

Cash Disbursements Journal

For the Period From Jun 1, 2023 to Jun 30, 2023

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
6/20/23	39616	2020SC 1020SC	Invoice: PTER KNOTT PETER KNOTT	579.00	579.00
6/20/23	39617	2020SC 1020SC	Invoice: MARINERS LANDING HOA MARINERS LANDING HOA	6,606.00	6,606.00
6/20/23	39618	2020SC 1020SC	Invoice: DANIEL NEGRON DANIEL NEGRON	1,500.00	1,500.00
6/20/23	39619	2020SC 1020SC	Invoice: CHERYL NOTT CHERYL NOTT	508.00	508.00
6/20/23	39620	2020SC 1020SC	Invoice: BETTIE PALMER BETTIE PALMER	793.50	793.50
6/20/23	39621	2020SC 1020SC	Invoice: SUZANN PERRY-PAIGE SUZANNE PERRY-PAIGE	599.00	599.00
6/20/23	39622	2020SC 1020SC	Invoice: GERALD REZA DAVID REZA	1,416.00	1,416.00
6/20/23	39622V	2020SC 1020SC	Invoice: GERALD REZA DAVID REZA	1,416.00	1,416.00
6/20/23	39623	2020SC 1020SC	Invoice: NOLAN SULLIVAN NOLAN SULLIVAN	752.00	752.00
6/20/23	39624	2020SC 1020SC	Invoice: RIEKO TAKEUCHILUNAMC RIEKO TAKEUCHILUNAMCGEE	928.50	928.50
6/20/23	39625	2020SC 1020SC	Invoice: CYNTHIA TREVISAN 1 CYNTHIA TREVISAN	760.50	760.50
6/20/23	39626	2020SC 1020SC	Invoice: CONNIE WATSON CONNIE WATSON	655.50	655.50
6/20/23	39627	2020SC 1020SC	Invoice: CYNTHIA WEARY CYNTHIA WEARY	1,345.50	1,345.50
6/20/23	39628	2020SC 1020SC	Invoice: 481 JOHN B WHITCOMB	4,332.00	4,332.00
6/20/23	39629	2020SC 1020SC	Invoice: EXP REIM MAY-JUN '23 MATTHEW BIDOU	492.56	492.56
6/20/23	39630	2020SC 1020SC	Invoice: JUN 2023 BOD MTG STEVEN BIRD	114.41	114.41
6/20/23	39631	2020SC 1020SC	Invoice: JUN 2023 EXEC MTG DALE CROSSLEY	100.00	100.00
6/20/23	39632	2020SC 1020SC	Invoice: EXP REIM JUNE 2023 FREEDOM EVANS	442.78	442.78
6/20/23	39633	2020SC 1020SC	Invoice: JUN 2023 BOD MTG JOHN D. KLUGE	100.00	100.00
6/20/23	39634	2020SC 2020SC 1020SC	Invoice: JUN 2023 EXEC MTG Invoice: JUN 2023 BOD MTG MITCH MASHBURN	100.00 100.00	200.00
6/20/23	39635	2020SC 1020SC	Invoice: JUN 2023 BOD MTG JOHN VASQUEZ	100.00	100.00
6/20/23	39636	2020SC	Invoice: JUN 2023 BOD MTG 21	143.89	

SOLANO COUNTY WATER AGENCY

Cash Disbursements Journal

For the Period From Jun 1, 2023 to Jun 30, 2023

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		1020SC	STEVE YOUNG		143.89
6/20/23	39637	2020SC 1020SC	Invoice: GERALD REZA DAVID REZA	1,416.00	1,416.00
6/27/23	39638	2020SC 2020SC 2020SC 1020SC	Invoice: 000020093192 Invoice: 000020091700 Invoice: 000020091745 CALNET3	838.74 314.35 154.88	1,307.97
6/27/23	39639	2020SC 1020SC	Invoice: 30670270 CANON FINANCIAL SERVICES, INC.	949.88	949.88
6/27/23	39640	2020N 1020SC	Invoice: 22-1007-13 CBEC, INC.	10,897.50	10,897.50
6/27/23	39641	2020SC 1020SC	Invoice: CDL LICENSE COMMERCIAL DRIVERS LEARNING CENTER	5,200.00	5,200.00
6/27/23	39642	2020SC 1020SC	Invoice: 10679878330 DELL TECHNOLOGIES	1,570.08	1,570.08
6/27/23	39643	2020N 1020SC	Invoice: 23-284-V MAY 2023 DEPARTMENT OF WATER RESOURCES	30,584.00	30,584.00
6/27/23	39644	2020SC 1020SC	Invoice: LBO INCENTIVE HOLLIS ELIZABETH GUTIERREZ	65.00	65.00
6/27/23	39645	2020SC 2020SC 1020SC	Invoice: 8116/1 Invoice: 8115/1 HIGBY'S COUNTRY FEED INC	764.49 260.82	1,025.31
6/27/23	39646	2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 7030 Invoice: 7057 Invoice: 7101 Invoice: 7118 J.T. MARTIN	845.00 2,392.00 13,832.00 3,510.00	20,579.00
6/27/23	39647	2020SC 1020SC	Invoice: 5 LANDMARK CONSTRUCTION	693,585.61	693,585.61
6/27/23	39648	2020SC 1020SC	Invoice: 188742 LSA ASSOCIATES, INC.	13,900.00	13,900.00
6/27/23	39649	2020SC 1020SC	Invoice: 39897 LUHDORFF & SCALMANINI	22,500.00	22,500.00
6/27/23	39650	2020SC 1020SC	Invoice: 214067 MARTIN'S METAL FABRICATION &	227.06	227.06
6/27/23	39651	2020SC 2020SC 1020SC	Invoice: 12116 Invoice: 12156 NORDIC INDUSTRIES, INC.	1,221.58 23,478.46	24,700.04
6/27/23	39652	2020SC 1020SC	Invoice: 5/11/23-6/9/23 PACIFIC GAS & ELECTRIC CO,	4,069.77	4,069.77
6/27/23	39653	2020SC 2020SC 1020SC	Invoice: 51125730 Invoice: 51124626 RECOLOGY VACAVILLE SOLANO	108.22 285.60	393.82
6/27/23	39654	2020SC 1020SC	Invoice: LBO INCENTIVE REILLY HOLMES	40.00	40.00

SOLANO COUNTY WATER AGENCY

Cash Disbursements Journal

For the Period From Jun 1, 2023 to Jun 30, 2023

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
6/27/23	39655	2020SC 1020SC	Invoice: 2033 WAYNE HUTCHINSON	795.39	795.39
6/27/23	39656	2020SC 1020SC	Invoice: FINE 2023 SECRETARY OF STATE	60.00	60.00
6/27/23	39657	2020SC 1020SC	Invoice: 124086 SIERRA CONTROLS LLC	782.67	782.67
6/27/23	39658	2020SC 2020SC 1020SC	Invoice: 0040594 Invoice: 0040595 SOLANO IRRIGATION DISTRICT	64,170.09 111,043.12	175,213.21
6/27/23	39659	2020U 2020U 2020U 2020U 2020U 2020U 2020U 2020U 2020U 2020U 1020SC	Invoice: 12147 Invoice: 12145 Invoice: 12144 Invoice: 12146 Invoice: 12143 Invoice: 12148 Invoice: 12233 Invoice: 12234 Invoice: 12235 Invoice: 12236 SOLANO COUNTY PUBLIC WORKS DIVISION	3,054.06 11,138.08 2,772.65 19,525.94 726.55 3,216.51 7,727.73 10,438.14 37,414.52 1,114.07	97,128.25
6/27/23	39659a	1020SC	VOID		
6/27/23	39660	2020SC 1020SC	Invoice: 006492990046 JUL2023 STANDARD INSURANCE COMPANY	2,358.98	2,358.98
6/27/23	39661	2020SC 1020SC	Invoice: FY2023-24 DUES STATE WATER CONTRACTORS	146,935.00	146,935.00
6/27/23	39662	2020SC 2020SC 1020SC	Invoice: 01-68697145 Invoice: 68931547 THE REGENTS OF THE UNIVERSITY OF CA	1,680.00 5,418.44	7,098.44
6/27/23	39663	2020SC 1020SC	Invoice: LBO INCENTIVE TIFFANY JONES	90.00	90.00
6/27/23	39664	2020SC 1020SC	Invoice: WAYNE OLSON WAYNE OLSON	1,500.00	1,500.00
6/27/23	39665	2020SC 1020SC	Invoice: 9936550939 VERIZON WIRELESS	1,391.86	1,391.86
6/27/23	39666	2020SC 1020SC	Invoice: 73616542 VULCAN MATERIALS CO.	3,036.61	3,036.61
6/27/23	39667	2020SC 2020SC 1020SC	Invoice: 991810 Invoice: 990454 YELLOW SPRINGS INSTRUMENT CO.	2,151.69 1,784.04	3,935.73
6/27/23	39668	2020SC 1020SC	Invoice: 13005 GWYNNE CROPSEY	5,750.00	5,750.00
6/27/23	39669	2020SC 1020SC	Invoice: LBO INCENTIVE ANGELINA ESPINOZA	135.00	135.00
6/27/23	39670	2020SC 1020SC	Invoice: LBO INCENTIVE ALLISON SEED	215.00	215.00
6/27/23	39671	2020SC 1020SC	Invoice: LBO INCENTIVE BRANDI BUCHANON	250.00	250.00

SOLANO COUNTY WATER AGENCY
Cash Disbursements Journal
For the Period From Jun 1, 2023 to Jun 30, 2023

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
6/25/23	ASHLEY MAY 2023	2020SC 1020SC	Invoice: ASHLEY MAY 2023 UMPQUA BANK	755.53	755.53
6/25/23	BARICH MAY 2023	2020SC 1020SC	Invoice: BARICH MAY 2023 UMPQUA BANK	499.00	499.00
6/25/23	CRUZ MAY 2023	2020SC 1020SC	Invoice: CRUZ MAY 2023 UMPQUA BANK	1,501.45	1,501.45
6/25/23	CUETARA MAY 2023	2020SC 1020SC	Invoice: CUETARA MAY 2023 UMPQUA BANK	1,851.15	1,851.15
6/14/23	EFT	2020SC 1020SC	Invoice: 89793702 WEX BANK	3,294.83	3,294.83
6/16/23	EFT	2020SC 1020SC	Invoice: 27112100 PAYCHEX	130.00	130.00
6/2/23	EFT 05.27.2023	2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: SIP PPE 05.27.2023 Invoice: PPE 05.27.2023 Invoice: PEPRA PPE 05.27.2023 Invoice: TOM WEBB ADJ 2023 CALPERS	7,002.05 10,203.16 7,395.59 1,253.50	25,854.30
6/2/23	EFT 05.27.2023	2020SC 1020SC	Invoice: EFT 05.27.2023 PAYROLL TAXES	27,220.20	27,220.20
6/2/23	EFT 05.27.2023	2020SC 1020SC	Invoice: 75547 ONEPOINT HUMAN CAPITAL MANAGEMENT LLC	642.00	642.00
6/15/23	EFT 06.10.2023	2020SC 2020SC 2020SC 1020SC	Invoice: PPE 06.10.2023 Invoice: PEPRA PPE 06.10.2023 Invoice: SIP PPE 06.10.2023 CALPERS	10,203.16 7,704.25 7,218.50	25,125.91
6/16/23	EFT 06.10.2023	2020SC 1020SC	Invoice: EFT 06.10.2023 PAYROLL TAXES	33,205.84	33,205.84
6/15/23	EFT 06.15.2023	2020SC 1020SC	Invoice: 100000017186134 CALPERS	600.00	600.00
6/30/23	EFT 06.24.2023	2020SC 1020SC	Invoice: 76239 ONEPOINT HUMAN CAPITAL MANAGEMENT LLC	152.00	152.00
6/30/23	EFT 06.24.2023	2020SC 1020SC	Invoice: EFT 06.24.2023 PAYROLL TAXES	31,580.76	31,580.76
6/16/23	EFT 6.10.2023	2020SC 1020SC	Invoice: 0000075935 ONEPOINT HUMAN CAPITAL MANAGEMENT LLC	360.25	360.25
6/28/23	EFT 6.24.23	2020SC 2020SC 2020SC 1020SC	Invoice: PEPRA PPE 06.24.2023 Invoice: PPE 06.24.2023 Invoice: SIP PPE 06.24.2023 CALPERS	7,737.80 10,202.26 7,215.76	25,155.82
6/25/23	FEHRENKAMP MAY 20	2020SC 1020SC	Invoice: FEHRENKAMP MAY 2023 UMPQUA BANK	598.90	598.90
6/25/23	FLORENDO MAY 2023	2020SC 1020SC	Invoice: FLORENDO MAY 2023 UMPQUA BANK	116.09	116.09
6/25/23	FOWLER MAY 2023	2020SC 1020SC	Invoice: FOWLER MAY 2023 UMPQUA BANK	687.00	687.00
6/25/23	FOX MAY 2023	2020SC 1020SC	Invoice: FOX MAY 2023 UMPQUA BANK	423.02	423.02

SOLANO COUNTY WATER AGENCY

Cash Disbursements Journal

For the Period From Jun 1, 2023 to Jun 30, 2023

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
6/25/23	GANTNER MAY 2023	2020SC 1020SC	Invoice: GANTNER MAY 2023 UMPQUA BANK	3,789.95	3,789.95
6/25/23	HYER MAY 2023	2020SC 1020SC	Invoice: HYER MAY 2023 UMPQUA BANK	370.17	370.17
6/25/23	JONES MAY 2023	2020SC 1020SC	Invoice: JONES MAY 2023 UMPQUA BANK	1,217.75	1,217.75
6/1/23	JUN 2023 HEALTH	2020SC 1020SC	Invoice: JUNE 2023 HEALTH CALPERS	25,052.38	25,052.38
6/25/23	LEE MAY 2023	2020SC 1020SC	Invoice: LEE MAY 2023 UMPQUA BANK	1,121.41	1,121.41
6/25/23	MOORE MAY 2023	2020SC 1020SC	Invoice: MOORE MAY 2023 UMPQUA BANK	558.90	558.90
6/25/23	MORRIS MAY 2023	2020SC 1020SC	Invoice: MORRIS MAY 2023 UMPQUA BANK	1,978.52	1,978.52
6/25/23	RABIDOUX MAY 2023	2020SC 1020SC	Invoice: RABIDOUX MAY 2023 UMPQUA BANK	127.41	127.41
6/25/23	SHTAYYEH MAY 2023	2020SC 1020SC	Invoice: SHTAYYEH MAY 2023 UMPQUA BANK	134.77	134.77
6/25/23	STEVENSON MAY 2023	2020SC 1020SC	Invoice: STEVENSON MAY 2023 UMPQUA BANK	1,124.65	1,124.65
6/25/23	WILLINGMYRE MAY 2023	2020SC 1020SC	Invoice: WILLINGMYRE MAY 2023 UMPQUA BANK	371.76	371.76
Total				<u>2,978,980.22</u>	<u>2,978,980.22</u>

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: July 13, 2023
SUBJECT: Financial Report Approval

RECOMMENDATIONS:


Approve the quarterly Income Statement and Balance Sheet for the period ending June 2023.

FINANCIAL IMPACT:

All revenues and expenditures are reported within previously approved budget amounts.

BACKGROUND:

The Water Agency auditor has recommended that the Board of Directors receive quarterly financial reports. Attached are the Income Statement and the Balance Sheet of the Water Agency for the period ending June 2023. Additional backup information is available upon request.

Recommended: 
Chris Lee, 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, 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 July 13, 2023 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

SOLANO COUNTY WATER AGENCY
Year to Date Income Statement
Compared with Budget and Last Year
For the Twelve Months Ending June 30, 2023

		Current Year Actual	Current Year Budget	Variance Amount	Variance Percent	Last Year Actual	Change from Last Year	Percent Change
Revenues								
4001G	SECURED	\$ 53,287.15	\$ 95,000.00	(41,712.85)	(43.91)	\$ 91,367.80	(38,080.65)	(41.68)
4001N	SECURED	8,663,235.68	15,000,000.00	(6,336,764.32)	(42.25)	14,859,777.25	(6,196,541.57)	(41.70)
4001SC	SECURED	17,451,466.82	8,900,000.00	8,551,466.82	96.08	8,743,838.31	8,707,628.51	99.59
4001U	SECURED	704,629.10	1,230,000.00	(525,370.90)	(42.71)	1,191,915.60	(487,286.50)	(40.88)
4002G	UNSECURED	5,472.85	4,000.00	1,472.85	36.82	4,502.23	970.62	21.56
4002N	UNSECURED	407,066.03	370,500.00	36,566.03	9.87	363,014.65	44,051.38	12.13
4002SC	UNSECURED	332,757.53	300,000.00	32,757.53	10.92	317,167.25	15,590.28	4.92
4002U	UNSECURED	42,535.68	37,000.00	5,535.68	14.96	40,057.56	2,478.12	6.19
4004G	CURRENT SUPPLEMENTAL	3,090.05	1,850.00	1,240.05	67.03	2,648.54	441.51	16.67
4004N	CURRENT SUPPLEMENTAL	262,552.42	375,000.00	(112,447.58)	(29.99)	269,387.34	(6,834.92)	(2.54)
4004SC	CURRENT SUPPLEMENTAL	203,189.66	105,000.00	98,189.66	93.51	188,622.54	14,567.12	7.72
4004U	CURRENT SUPPLEMENTAL	27,935.23	15,200.00	12,735.23	83.78	24,906.68	3,028.55	12.16
4100N	WATER SALES	1,751,797.00	1,560,100.00	191,697.00	12.29	1,685,444.00	66,353.00	3.94
4100SC	WATER SALES	92,682.00	93,000.00	(318.00)	(0.34)	93,208.00	(526.00)	(0.56)
4102N	COST OF POWER TO PUMP NBA	84,848.40	50,000.00	34,848.40	69.70	269,278.05	(184,429.65)	(68.49)
4103N	CONVEYANCE SETTLEMENT	408,889.92	100,000.00	308,889.92	308.89	368,154.78	40,735.14	11.06
4110N	NAPA MAKE WHOLE	312,000.00	312,000.00	0.00	0.00	312,000.00	0.00	0.00
4120N	SWP ADJUSTMENTS	927,292.00	297,793.00	629,499.00	211.39	832,743.00	94,549.00	11.35
4402WC	INTEREST - MONEY MGMT	96.95	15.00	81.95	546.33	21.75	75.20	345.75
4403SC	INTEREST - CHECKING	321.86	300.00	21.86	7.29	251.80	70.06	27.82
4404G	INTEREST - LAIF - GREEN VALLEY	3,745.88	400.00	3,345.88	836.47	(1,128.53)	4,874.41	(431.93)
4404N	INTEREST - LAIF - SWP	324,424.74	26,520.00	297,904.74	1,123.32	(103,554.22)	427,978.96	(413.29)
4404SC	INTEREST - LAIF - SP	218,922.41	20,000.00	198,922.41	994.61	(71,964.62)	290,887.03	(404.21)
4404U	INTEREST - LAIF - ULATIS	102,990.47	8,500.00	94,490.47	1,111.65	(33,484.10)	136,474.57	(407.58)
4405G	INTEREST - CAMP - GREEN VALLEY	4,713.83	100.00	4,613.83	4,613.83	460.85	4,252.98	922.86
4405N	INTEREST - CAMP - SWP	405,937.73	5,386.00	400,551.73	7,436.91	35,602.63	370,335.10	1,040.19
4405SC	INTEREST - CAMP - SP	272,746.32	4,000.00	268,746.32	6,718.66	24,517.00	248,229.32	1,012.48
4405U	INTEREST - CAMP - ULATIS	128,660.55	1,900.00	126,760.55	6,671.61	10,906.05	117,754.50	1,079.72
4407G	INTEREST- INVESTMENT	803.80	500.00	303.80	60.76	425.39	378.41	88.96
4407N	INTEREST - INVESTMENTS	69,468.80	31,620.00	37,848.80	119.70	33,626.15	35,842.65	106.59
4407SC	INTEREST - INVESTMENTS	46,635.30	18,000.00	28,635.30	159.09	22,654.99	23,980.31	105.85
4407U	INTEREST - INVESTMENTS	22,040.25	10,100.00	11,940.25	118.22	10,307.93	11,732.32	113.82
4408G	INTEREST - INVESTMENTS	0.00	0.00	0.00	0.00	(2,242.31)	2,242.31	(100.00)
4408N	INTEREST-CHANGE IN MARKET VAL	0.00	0.00	0.00	0.00	(172,587.87)	172,587.87	(100.00)
4408SC	INTEREST-CHANGE IN MARKET VALU	0.00	0.00	0.00	0.00	(119,268.24)	119,268.24	(100.00)
4408U	INTEREST-CHANGE IN MRKET VALUE	0.00	0.00	0.00	0.00	(52,862.20)	52,862.20	(100.00)
4507G	HOMEOWNER RELIEF	725.40	1,000.00	(274.60)	(27.46)	1,164.00	(438.60)	(37.68)
4507N	HOMEOWNER RELIEF	49,487.10	80,000.00	(30,512.90)	(38.14)	77,846.00	(28,358.90)	(36.43)
4507SC	HOMEOWNER RELIEF	44,601.70	71,500.00	(26,898.30)	(37.62)	70,156.00	(25,554.30)	(36.42)
4507U	HOMEOWNER RELIEF	6,651.45	10,700.00	(4,048.55)	(37.84)	8,858.70	(2,207.25)	(24.92)

SOLANO COUNTY WATER AGENCY
Year to Date Income Statement
Compared with Budget and Last Year
For the Twelve Months Ending June 30, 2023

		Current Year Actual	Current Year Budget	Variance Amount	Variance Percent	Last Year Actual	Change from Last Year	Percent Change
4600SC	REDEVELOP - DIX/RV	61,548.21	53,000.00	8,548.21	16.13	55,017.37	6,530.84	11.87
4601SC	REDEVELOP - VACAVILLE	493,972.40	1,100,500.00	(606,527.60)	(55.11)	951,911.43	(457,939.03)	(48.11)
4601U	REDEVELOP - VACAVILLE	379,215.30	620,000.00	(240,784.70)	(38.84)	548,057.02	(168,841.72)	(30.81)
4602G	REDEVELOP - FAIRFIELD	21,020.82	30,000.00	(8,979.18)	(29.93)	30,914.47	(9,893.65)	(32.00)
4602SC	REDEVELOP - FAIRFIELD	1,020,228.66	1,000,000.00	20,228.66	2.02	988,206.51	32,022.15	3.24
4603SC	REDEVELOP - SUISUN CITY	459,928.95	450,000.00	9,928.95	2.21	438,389.08	21,539.87	4.91
4605SC	REDEVELOP - N. TEXAS	54,376.05	40,000.00	14,376.05	35.94	41,854.85	12,521.20	29.92
4702SC	BOATING AND WATERWAYS	38,838.00	124,666.00	(85,828.00)	(68.85)	(89,767.95)	128,605.95	(143.26)
4705SC	USBR Grant	0.00	0.00	0.00	0.00	46,491.73	(46,491.73)	(100.00)
4706SC	NISHIKAWA GRANT	0.00	250,000.00	(250,000.00)	(100.00)	123,550.39	(123,550.39)	(100.00)
4900AC	MISCELLANEOUS INCOME	35.16	0.00	35.16	0.00	17.94	17.22	95.99
4900N	MISC INCOME	17,240.74	17,241.00	(0.26)	(0.00)	17,240.73	0.01	0.00
4900SC	MISCELLANEOUS INCOME	24,910.02	21,241.00	3,669.02	17.27	21,558.82	3,351.20	15.54
4906SC	SACKETT RANCH LEASE REVENUE	21,600.00	21,600.00	0.00	0.00	22,086.50	(486.50)	(2.20)
4907N	LANG-TULE REVENUES	5,833.34	0.00	5,833.34	0.00	1,000.00	4,833.34	483.33
4930U	O&M - OTHER AGENCIES	9,105.53	8,000.00	1,105.53	13.82	7,651.40	1,454.13	19.00
4940AC	OVERHEAD DISTRIBUTION REIMB	3,868,309.37	7,389,404.00	(3,521,094.63)	(47.65)	4,687,933.04	(819,623.67)	(17.48)
4960WC	WATERMASTER INCOME	3,379.30	4,000.00	(620.70)	(15.52)	2,944.42	434.88	14.77
4970AC	WATER CONSERVATION REIMBURSE	0.00	240,000.00	(240,000.00)	(100.00)	263,695.67	(263,695.67)	(100.00)
4972AC	BAY AREA IRWMP GRANT	83,235.15	58,000.00	25,235.15	43.51	0.00	83,235.15	0.00
4978SC	LPCCC SERVICES	0.00	0.00	0.00	0.00	95,455.58	(95,455.58)	(100.00)
Total Revenues		40,000,479.06	40,564,636.00	(564,156.94)	(1.39)	37,651,949.73	2,348,529.33	6.24
Cost of Sales								
Total Cost of Sales		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Gross Profit		40,000,479.06	40,564,636.00	(564,156.94)	(1.39)	37,651,949.73	2,348,529.33	6.24
Expenses								
5500AC	CAPITAL EXPENDITURES	4,847,992.10	999,000.00	3,848,992.10	385.28	179,077.31	4,668,914.79	2,607.21
5500G	CAPITAL EXPENDITURES	0.00	41,000.00	(41,000.00)	(100.00)	0.00	0.00	0.00
5500N	CAPITAL EXPENDITURES	0.00	640,000.00	(640,000.00)	(100.00)	1,796,569.15	(1,796,569.15)	(100.00)
5500SC	CAPITAL EXPENDITURES	500,289.53	3,207,000.00	(2,706,710.47)	(84.40)	376,255.58	124,033.95	32.97
5500U	CAPITAL EXPENDITURES	0.00	82,000.00	(82,000.00)	(100.00)	0.00	0.00	0.00
5551SC	DEBT SERVICE-PRINCIPAL	12,812.67	13,991.00	(1,178.33)	(8.42)	13,646.58	(833.91)	(6.11)
5556SC	DEBT SERVICE - INTEREST	1,802.38	1,952.00	(149.62)	(7.66)	2,297.10	(494.72)	(21.54)
6010AC	GROSS SALARIES	3,037,409.45	3,875,530.00	(838,120.55)	(21.63)	2,730,437.84	306,971.61	11.24
6011AC	PERS RETIREMENT	345,087.99	422,650.00	(77,562.01)	(18.35)	341,520.25	3,567.74	1.04

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6012AC	PAYROLL TAXES	123,546.02	155,810.00	(32,263.98)	(20.71)	98,060.36	25,485.66	25.99
6013AC	EMPLOYEE BENEFITS	351,653.53	494,120.00	(142,466.47)	(28.83)	337,321.54	14,331.99	4.25
6016AC	OPEB/PENSION UNFUNDED EXPENSE	157,166.00	126,500.00	30,666.00	24.24	0.00	157,166.00	0.00
6030AC	TELEPHONE	35,573.73	42,500.00	(6,926.27)	(16.30)	40,313.61	(4,739.88)	(11.76)
6040AC	OFFICE EXPENSE	49,515.68	25,600.00	23,915.68	93.42	16,412.02	33,103.66	201.70
6041AC	OFFICE EQUIPMENT	20,694.35	28,000.00	(7,305.65)	(26.09)	18,311.46	2,382.89	13.01
6042AC	SAFETY TRAINING & EQUIPMENT	5,829.81	8,500.00	(2,670.19)	(31.41)	7,901.65	(2,071.84)	(26.22)
6043AC	OFFICE HELP - TEMPORARY	4,024.79	10,000.00	(5,975.21)	(59.75)	1,208.00	2,816.79	233.18
6044AC	HR -EMPLOYEE SUPPORT	45,675.85	91,500.00	(45,824.15)	(50.08)	28,194.61	17,481.24	62.00
6045AC	LAUNDRY	3,434.69	0.00	3,434.69	0.00	0.00	3,434.69	0.00
6050AC	POSTAGE	3,965.41	5,200.00	(1,234.59)	(23.74)	2,437.04	1,528.37	62.71
6060AC	SID OFFICE EXPENSE	69,579.29	65,400.00	4,179.29	6.39	58,751.10	10,828.19	18.43
6090AC	MEMBERSHIPS	75,939.49	80,150.00	(4,210.51)	(5.25)	63,964.86	11,974.63	18.72
6090N	SWC DUES	118,812.00	116,000.00	2,812.00	2.42	100,386.00	18,426.00	18.36
6100G	PPTY TAX ADMIN FEE	0.00	1,419.00	(1,419.00)	(100.00)	1,419.00	(1,419.00)	(100.00)
6100SC	PPTY TAX ADMIN FEE	0.00	135,000.00	(135,000.00)	(100.00)	134,415.00	(134,415.00)	(100.00)
6100U	PPTY TAX ADMIN FEE	0.00	19,000.00	(19,000.00)	(100.00)	18,271.00	(18,271.00)	(100.00)
6105N	PETERSEN RANCH EXPENSES	30.98	27,500.00	(27,469.02)	(99.89)	52,325.34	(52,294.36)	(99.94)
6105SC	PETERSEN RANCH EXPENSES	174,279.13	27,500.00	146,779.13	533.74	51,242.77	123,036.36	240.10
6106SC	SACKETT RANCH EXPENSES	109,577.36	60,000.00	49,577.36	82.63	90,262.79	19,314.57	21.40
6107N	LANG-TULE MAINTENANCE	0.00	50,000.00	(50,000.00)	(100.00)	0.00	0.00	0.00
6111AC	PS - PAYROLL SERVICES	10,488.05	10,100.00	388.05	3.84	9,419.65	1,068.40	11.34
6112AC	PS - COMPUTER SERVICES	703,009.21	615,300.00	87,709.21	14.25	674,958.87	28,050.34	4.16
6115AC	TALENT DECISION MONITORING	11,895.43	9,500.00	2,395.43	25.22	15,803.83	(3,908.40)	(24.73)
6128AC	GOVERNMENTAL ADVOCACY	57,000.00	70,000.00	(13,000.00)	(18.57)	99,000.00	(42,000.00)	(42.42)
6128N	GOVERNMENTAL ADVOCACY	61,750.00	80,000.00	(18,250.00)	(22.81)	57,000.00	4,750.00	8.33
6128SC	GOVERNMENTAL ADVOCACY	4,750.00	0.00	4,750.00	0.00	0.00	4,750.00	0.00
6130SC	LPCCC - VEGETATION	18,262.51	15,549.00	2,713.51	17.45	5,712.48	12,550.03	219.69
6140AC	CONSULTANTS	260,305.23	290,000.00	(29,694.77)	(10.24)	247,440.27	12,864.96	5.20
6140N	CONSULTANTS	86,234.30	161,000.00	(74,765.70)	(46.44)	123,464.49	(37,230.19)	(30.15)
6140SC	CONSULTANTS	370,474.68	538,000.00	(167,525.32)	(31.14)	194,476.23	175,998.45	90.50
6140U	CONSULTANTS	102,473.61	160,000.00	(57,526.39)	(35.95)	79,605.83	22,867.78	28.73
6144AC	HYDROLOGY STATIONS	23,125.87	39,000.00	(15,874.13)	(40.70)	26,933.73	(3,807.86)	(14.14)
6144N	HYDROLOGY STATIONS	38,633.79	62,000.00	(23,366.21)	(37.69)	14,655.89	23,977.90	163.61
6144SC	HYDROLOGY STATIONS	96,134.34	160,000.00	(63,865.66)	(39.92)	112,699.03	(16,564.69)	(14.70)
6144U	HYDROLOGY STATIONS	18,149.71	25,000.00	(6,850.29)	(27.40)	14,143.88	4,005.83	28.32
6148SC	LPCCC - WILDLIFE	0.00	85,521.00	(85,521.00)	(100.00)	155,573.49	(155,573.49)	(100.00)
6149SC	LPCCC - FISHERIES	85,676.19	85,521.00	155.19	0.18	74,368.03	11,308.16	15.21
6161N	WATERSHED PROGRAM	35,176.02	198,000.00	(162,823.98)	(82.23)	27,014.96	8,161.06	30.21
6161SC	SOLANO PROJECT WQ MONITORING	6,734.01	30,000.00	(23,265.99)	(77.55)	19,570.42	(12,836.41)	(65.59)
6164SC	SOLANO PROJECT INVASIVES	39,380.55	168,567.00	(129,186.45)	(76.64)	72,852.41	(33,471.86)	(45.94)

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6165N	Yolo Bypass/Cache Slough Progr	835,937.46	945,000.00	(109,062.54)	(11.54)	466,457.32	369,480.14	79.21
6166SC	UPPER PUTAH CREEK MGMT	331,143.91	234,500.00	96,643.91	41.21	204,088.93	127,054.98	62.25
6170N	NBA RELIABILITY PROGRAM	0.00	500,000.00	(500,000.00)	(100.00)	0.00	0.00	0.00
6170SC	INTER-DAM REACH MANAGEMENT	18,721.70	45,000.00	(26,278.30)	(58.40)	69,785.59	(51,063.89)	(73.17)
6170WC	MBK	38,977.20	31,000.00	7,977.20	25.73	26,979.91	11,997.29	44.47
6179SC	LPCCC SERVICES	181.51	0.00	181.51	0.00	108,322.60	(108,141.09)	(99.83)
6181SC	LPCCC EQUIPMENT	41,410.38	15,000.00	26,410.38	176.07	27,546.18	13,864.20	50.33
6183SC	LPCCC NURSERY	27,366.28	0.00	27,366.28	0.00	1,140.85	26,225.43	2,298.76
6199SC	LPCCC MISC. SUPPLIES	11,216.93	17,000.00	(5,783.07)	(34.02)	18,203.89	(6,986.96)	(38.38)
6210AC	BOARD EXPENSES	22,960.27	20,000.00	2,960.27	14.80	21,071.64	1,888.63	8.96
6230SC	FIELD SUPPLIES	79,176.24	95,000.00	(15,823.76)	(16.66)	64,974.94	14,201.30	21.86
6230WC	MISC WATERMASTER EXP	263.45	264.00	(0.55)	(0.21)	264.00	(0.55)	(0.21)
6250SC	HCP PLANNING	329,400.91	638,756.00	(309,355.09)	(48.43)	354,271.71	(24,870.80)	(7.02)
6300AC	CAR MAINTENANCE	33,053.95	26,900.00	6,153.95	22.88	21,557.14	11,496.81	53.33
6310AC	FUEL	47,694.26	30,000.00	17,694.26	58.98	33,283.55	14,410.71	43.30
6320U	GARAGE SERVICES	18,338.32	15,000.00	3,338.32	22.26	22,845.28	(4,506.96)	(19.73)
6330AC	TRAVEL	6,624.04	6,500.00	124.04	1.91	9,143.99	(2,519.95)	(27.56)
6350AC	INSURANCE	98,698.71	81,000.00	17,698.71	21.85	78,309.40	20,389.31	26.04
6360AC	EDUCATION & TRAINING	33,595.21	50,000.00	(16,404.79)	(32.81)	19,465.53	14,129.68	72.59
6410AC	COMP SOFTWARE/EQUIP	69,068.04	94,000.00	(24,931.96)	(26.52)	58,898.32	10,169.72	17.27
6550AC	SCWA Water Mgt Planning	0.00	0.00	0.00	0.00	11,620.00	(11,620.00)	(100.00)
6551AC	WATER CONSERVATION	914,723.03	797,000.00	117,723.03	14.77	517,336.11	397,386.92	76.81
6551N	WATER CONSERVATION	0.00	456,000.00	(456,000.00)	(100.00)	390,127.44	(390,127.44)	(100.00)
6554AC	MISC. WATER CONSERVATION GRANT	416,150.38	0.00	416,150.38	0.00	159,606.00	256,544.38	160.74
6600AC	MELLON LEVEE	12,375.91	20,000.00	(7,624.09)	(38.12)	3,789.43	8,586.48	226.59
6600SC	PSC MAINTENANCE	704,079.73	795,000.00	(90,920.27)	(11.44)	623,438.74	80,640.99	12.93
6610AC	FLOOD CONTROL	56,023.54	791,500.00	(735,476.46)	(92.92)	130,047.72	(74,024.18)	(56.92)
6611AC	GROUND WATER MANAGEMENT	193,823.97	310,985.00	(117,161.03)	(37.67)	438,203.74	(244,379.77)	(55.77)
6612AC	PUBLIC EDUCATION	368,753.70	448,737.00	(79,983.30)	(17.82)	413,976.05	(45,222.35)	(10.92)
6614AC	SOLANO SUB-BASIN GSA	2,087.34	5,500.00	(3,412.66)	(62.05)	368,429.41	(366,342.07)	(99.43)
6620G	LABOR	8,586.66	40,000.00	(31,413.34)	(78.53)	44,425.06	(35,838.40)	(80.67)
6620SC	LOWER PUTAH CREEK(NON-ACCORD)	512,057.44	636,979.00	(124,921.56)	(19.61)	520,458.49	(8,401.05)	(1.61)
6620U	LABOR	329,030.08	300,000.00	29,030.08	9.68	404,478.27	(75,448.19)	(18.65)
6622SC	NISHIKAWA PROJECT GRANT - SP	353,519.27	250,000.00	103,519.27	41.41	125,780.97	227,738.30	181.06
6630SC	SP ADMINISTRATION	1,101,288.97	1,275,000.00	(173,711.03)	(13.62)	1,052,361.87	48,927.10	4.65
6640SC	PSC OPERATIONS	280,060.52	305,000.00	(24,939.48)	(8.18)	305,754.14	(25,693.62)	(8.40)
6645SC	DAM MAINTENANCE	22,314.49	40,000.00	(17,685.51)	(44.21)	22,502.81	(188.32)	(0.84)
6646SC	DAM OPERATIONS	300,423.99	260,000.00	40,423.99	15.55	312,948.60	(12,524.61)	(4.00)
6650G	WEED CONTROL	4,000.00	6,000.00	(2,000.00)	(33.33)	0.00	4,000.00	0.00
6650U	SP PEST MANAGEMENT	40,182.47	60,000.00	(19,817.53)	(33.03)	22,658.17	17,524.30	77.34
6660G	EQUIP - TRANS DEPT	1,659.99	8,000.00	(6,340.01)	(79.25)	9,245.61	(7,585.62)	(82.05)

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6660U	EQUIP - TRANS DEPT	65,317.48	80,000.00	(14,682.52)	(18.35)	59,430.79	5,886.69	9.91
6670G	SUPPLIES	1,938.00	2,000.00	(62.00)	(3.10)	1,052.93	885.07	84.06
6670U	SUPPLIES	48,762.65	48,500.00	262.65	0.54	30,057.37	18,705.28	62.23
6675G	CONTRACT WORK	0.00	12,000.00	(12,000.00)	(100.00)	0.00	0.00	0.00
6675U	CONTRACT WORK	26,657.49	50,000.00	(23,342.51)	(46.69)	9,538.05	17,119.44	179.49
6680G	TRANS DEPT OVERHEAD	3,244.24	13,000.00	(9,755.76)	(75.04)	19,824.37	(16,580.13)	(83.64)
6680U	TRANS DEPT OVERHEAD	123,115.46	145,000.00	(21,884.54)	(15.09)	187,565.08	(64,449.62)	(34.36)
6690G	REHAB & BETTERMENT	0.00	0.00	0.00	0.00	72,103.42	(72,103.42)	(100.00)
6690SC	REHAB & BETTERMENT	353,761.71	1,030,000.00	(676,238.29)	(65.65)	108,804.79	244,956.92	225.13
6690U	REHAB & BETTERMENT	118,671.32	270,000.00	(151,328.68)	(56.05)	8,414.30	110,257.02	1,310.35
6700N	WATER PURCHASES	13,129,223.92	13,731,090.00	(601,866.08)	(4.38)	12,670,682.78	458,541.14	3.62
6700SC	USBR ADMINISTRATION	114,316.00	65,000.00	49,316.00	75.87	53,000.00	61,316.00	115.69
6701SC	WATER RIGHTS FEE	112,577.78	105,000.00	7,577.78	7.22	103,884.65	8,693.13	8.37
6710N	NAPA MAKE WHOLE	312,000.00	312,000.00	0.00	0.00	312,000.00	0.00	0.00
6950AC	LABOR COSTS	425,564.23	547,654.00	(122,089.77)	(22.29)	286,329.49	139,234.74	48.63
6950G	LABOR COSTS	1,556.87	20,757.00	(19,200.13)	(92.50)	280.78	1,276.09	454.48
6950N	LABOR COSTS	330,321.97	837,964.00	(507,642.03)	(60.58)	468,115.88	(137,793.91)	(29.44)
6950SC	LABOR COSTS	1,310,994.61	1,938,429.00	(627,434.39)	(32.37)	1,355,044.30	(44,049.69)	(3.25)
6950U	LABOR COSTS	78,728.63	70,951.00	7,777.63	10.96	25,613.00	53,115.63	207.38
6951AC	INTRA-FUND TRANSFER	(937,603.83)	(1,369,134.00)	431,530.17	(31.52)	(719,982.68)	(217,621.15)	30.23
6952AC	OVERHEAD EXPENSES	512,039.59	821,480.00	(309,440.41)	(37.67)	433,653.17	78,386.42	18.08
6952G	OVERHEAD EXPENSES	2,452.69	31,135.00	(28,682.31)	(92.12)	457.69	1,995.00	435.88
6952N	OVERHEAD EXPENSES	377,619.85	1,256,946.00	(879,326.15)	(69.96)	703,730.72	(326,110.87)	(46.34)
6952SC	OVERHEAD EXPENSES	1,580,013.57	3,126,796.00	(1,546,782.43)	(49.47)	2,066,188.77	(486,175.20)	(23.53)
6952U	OVERHEAD EXPENSES	94,296.16	106,427.00	(12,130.84)	(11.40)	36,346.59	57,949.57	159.44
6990AC	CONTINGENCY	0.00	80,000.00	(80,000.00)	(100.00)	0.00	0.00	0.00
6990G	CONTINGENCY	0.00	5,000.00	(5,000.00)	(100.00)	0.00	0.00	0.00
6990N	CONTINGENCY	0.00	40,000.00	(40,000.00)	(100.00)	0.00	0.00	0.00
6990SC	CONTINGENCY	0.00	70,000.00	(70,000.00)	(100.00)	0.00	0.00	0.00
6990U	CONTINGENCY	0.00	50,000.00	(50,000.00)	(100.00)	0.00	0.00	0.00
Total Expenses		37,974,886.37	46,804,496.00	(8,829,609.63)	(18.86)	34,361,631.09	3,613,255.28	10.52
Net Income		\$ 2,025,592.69	(\$ 6,239,860.00)	8,265,452.69	(132.46)	\$ 3,290,318.64	(1,264,725.95)	(38.44)

SOLANO COUNTY WATER AGENCY
Balance Sheet
June 30, 2023

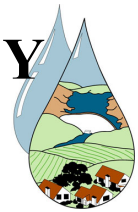
ASSETS

Current Assets		ADMIN/SP/WC	SWP(N)	U	GV
1000SC	PERSHING (\$ 17,304.04)	(\$17,304.04)			
1010WC	MONEY MGMT - WATERMASTER 11,574.22	11,574.22			
1020	CHECKING - BANK OF THE WEST 10,270,138.51	7,110,330.81	2,915,676.54	150,231.67	93,899.49
1030	LAIF 18,658,479.19	3,263,180.56	11,584,106.32	3,677,439.50	133,752.81
1040	CAMP 23,500,185.77	3,480,665.21	15,063,576.24	4,782,016.74	173,927.58
1050	CERTIFICATES OF DEPOSIT 8,900,090.78	4,652,987.03	3,195,709.46	1,014,495.88	36,898.41
1060	PETTY CASH 454.79	454.79			
1210	ACCOUNTS RECEIVABLE 349,033.99	206,785.59	142,248.40		
1400	PREPAID 193,720.52	193,720.52			
1415	INVENTORY-WATER CONSERVATION S 30,384.53	30,384.53			
Total Current Assets		18,932,779.22	32,901,316.96	9,624,183.79	438,478.29
Total Assets		\$ 18,932,779.22	\$ 32,901,316.96	\$ 9,624,183.79	\$ 438,478.29

LIABILITIES AND CAPITAL

Current Liabilities					
2010	UNEARNED INCOME \$ 472,447.39	20,540.00	451,907.39		
2020	ACCOUNTS PAYABLE \$ 437,438.91	269,680.84	66,056.66	101,701.41	
2023	EMPLOYEE BENEFITS PAYABLE \$ 10,041.58	10,041.58			
2024	PAYROLL TAXES PAYABLE (\$ 250.42)	(250.42)			
2025	SALES TAX PAYABLE \$ 1,484.65	1,484.65			
2101	VACAVILLE PREFUNDED TURF REBAT \$ 22,581.50	22,581.50			
2106	SECURITY DEPOSIT - SACKETT RAN \$ 500.00	500.00			
2110	WESTSIDE IRWMP PREFUNDED ADMIN \$ 117,709.18	117,709.18			
Total Current Liabilities		442,287.33	517,964.05	101,701.41	0.00
Long-Term Liabilities					
Total Long-Term Liabilities		0.00			
Total Liabilities		\$1,061,952.79	\$442,287.33	\$517,964.05	\$101,701.41
Capital					
3150	OTHER FLD CTRL CAPITAL PROJ. 2,400,154.80	2,400,154.80			
3155	OTHER CAPITAL PROJ/EMERG RESER 2,000,000.00	2,000,000.00			
3200	OPERTING RESERVE 19,746,449.00	9,772,604.00	9,366,750.00	539,939.00	67,156.00
3200	DESIGNATED REHAB & BETTERMENT 2,000,000.00	2,000,000.00			
3250	CAPITAL RESERVE 32,664,691.18	3,719,887.31	19,917,370.18	8,756,469.39	270,964.30
Net Income-Current Year		2,023,510.49	3,229,715.37	(1,635,666.39)	360,040.18
Total Capital		60,834,805.47	23,122,361.48	27,648,453.79	9,656,448.57
Total Liabilities & Capital		\$ 61,896,758.26	\$ 23,564,648.81	\$ 28,166,417.84	\$ 9,758,149.98

SOLANO COUNTY WATER AGENCY



MEMORANDUM

TO: Board of Directors

FROM: Chris Lee, General Manager

DATE: July 6, 2023

SUBJECT: July General Manager's Report

Water Supply Update

The water supply outlook remains unchanged from the prior month – full allocations from the Solano Project and the North Bay Aqueduct.

As of July 6, Lake Berryessa held 1,339,273 acre-feet in storage (86 percent of full capacity), about 10 feet below the Glory Hole. Assuming typical summer and fall water demands, Lake Berryessa storage will be in the vicinity of 1,250,000 to 1,216,000 acre-feet by October 1, the official start of the “hydrologic water year”.

El Niño Has Appeared

According to the National Oceanic and Atmospheric Administration (NOAA), El Niño conditions have developed in the Pacific Ocean. NOAA expects El Niño to continue into the winter, and the odds of it becoming a strong event at its peak are at 56%. Chances of at least a moderate event are about 84%. El Niño does not always equate to more water for California. A stronger El Niño can mean a rise in global temperatures, rain, and other patterns are more likely to reflect expected El Niño impacts. We will continue to monitor modeling over the next few months and report if there are any implications to the coming water year.

Updates to Water Agency Website

On the Water Agency's website, we are updating the Reports/Publications page to include reports and other contract deliverables to provide more information to the Board and general stakeholders of ongoing Agency activities. Reports on fish surveys, general education programs, the Lake Berryessa Boater Outreach program, and more can be found at:

[https:// www.scwa2.com/about-us/reports-publications/](https://www.scwa2.com/about-us/reports-publications/)

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



Water + Funding

At the June Board meeting, there was a discussion on funding for the North Bay Aqueduct Alternate Intake Project, aka Water +. As staff and our government advocacy consultant meet with state and federal officials, we often hand out flyers on the multi-benefit water solution project that is Water +. The attached flyers give facts, benefits, costs, and proposed timelines for initial phases of the Water + project.

I would be more than happy to meet with any Board member wishing to learn more about the Water + project.

WOTUS Ruling

From Association of California Water Agencies-News Article

WASHINGTON, D.C. –The Environmental Protection Agency (EPA) and the Army Corps of Engineers (Corps) recently announced their plan to revise the Biden Administration’s “waters of the United States” (WOTUS) rule and issue a new final rule by Sept. 1.

The new rule is meant to comply with the recent U.S. Supreme Court ruling in *Sackett v. EPA*. This revised final rule will not be subject to public comment.

The Biden WOTUS rule was originally published on Jan. 18, with the effective date of March 20. However, due to various court challenges, the rule is currently effective in less than half of the states. The Biden rule covers adjacent wetlands if they meet either the “relatively permanent” or “significant nexus” tests set forth in the 2006 U.S. Supreme Court case *Rapanos v. United States*. Post-*Sackett*, the “significant nexus” test is out. The Supreme Court narrowed federal jurisdiction over wetlands to only those with a continuous surface connection with larger navigable water bodies.

As a result of the *Sackett* ruling, the Corps has temporarily halted determining whether streams and wetlands proposed for development fall under federal jurisdiction as WOTUS. It is unclear how the agencies will regulate wetlands and waterways between now and September.

Staff don’t believe that any changes to the definitions of WOTUS will have a significant impact to Water Agency activities, but there may be impacts to Member Agencies and individual landowners.

The Final Rule Notice: Revised Definition of “Waters of the United States”, can be found at:

[https://www.epa.gov/system/files/documents/2023-01/Revised Definition of Waters of the United States FRN January 2023.pdf](https://www.epa.gov/system/files/documents/2023-01/Revised%20Definition%20of%20Waters%20of%20the%20United%20States%20FRN%20January%202023.pdf)

Solano Water Advisory Commission

There was a question at the June Board meeting regarding the Solano Water Advisory Commission (SWAC) and why it was a commission instead of a committee.

The legislation that created the Solano County Water Agency (Assembly Bill 2069, an act to amend Sections 6,8, and 11 of the Fresno Metropolitan Flood Control Act (Chapter 503 of the Statutes of 1955), to repeal the Solano County Flood Control and Water Conservation District

Act (chapter 836 of the Statutes of 1988), and to enact the Solano County Water Agency Act), also created the Solano Water Advisory Commission.

In Part 2, Internal Organization, Chapter 2 created an Advisory Commission. (Sec .220) There is hereby created and advisory commission to advise the board of directors (sic). The advisory commission shall consist of one representative appointed by each of the Cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo. The board of supervisors of the county (sic), the Solano Irrigation District, the Maine Prairie Water District, and Reclamation District No. 2068 shall each appoint one representative. The advisory commission shall meet at least once monthly, and shall make reports and recommendations to the board of directors. The members of the advisory commission shall be chief administrative officers of the entity which the member represents or a chief of technical staff of that entity. An alternate member of the advisory commission shall also be appointed by each entity, who shall work under either the chief administrative officer or the chief of technical staff of the appointing entity.

In a nutshell, the SWAC has existed in its current state since the inception of the Solano County Water Agency.

LPCCC Updates for June

The presence of many agricultural and recreational users on the Creek is increasing. Field Activities of the Lower Putah Creek Coordinating Committee (LPCCC) include mulching and weed abatement in the Winters Putah Creek Nature Park, assisting private landowners with debris cleanup near the Putah Diversion Dam, planning future plantings of native plants, assisting in the Native Plant Nursery at Sackett Ranch, and preparing Sackett Ranch for upcoming fire season with help from Cal Fire. Unfortunately, the homeless camps, especially in Winters Putah Creek Nature Park (but also near UC Davis), are an ongoing issue. SCWA helps with homeless camp cleanups because of concerns over water quality. Permitting for the grant funded, 30-acre, Nishikawa Salmon project near Pedrick Road continues.

Moving downstream, below highway 80, the LPCCC Board held a public meeting and tour of the County Road 106a crossing, which is a barrier to fish passage. Farther downstream, SCWA staff are in-process of installing new monitoring equipment in the Yolo Bypass Wildlife Area. The Streamkeeper and Lead Engineer Alex Rabidoux also toured the site of a planned fish bypass channel around the Los Rios Check Dam, another barrier to fish passage. SCWA will apply for grant funding in July 2023 for fish bypass construction.

The Putah Creek Water Management (PCWM) project is a major on-going effort of the LPCCC. This multi-year project seeks to better share the water on Putah Creek between all users/landowners. The LPCCC is working with our consultant team on outreach and engagement plans to bring to the SCWA Board in the next few months.



The North Bay Aqueduct is part of the State Water Project that provides drinking water to over 500,000 residents in Solano and Napa counties. Poor water quality near the aqueduct's intake in the Cache Slough Complex (CSC) reduces water supply reliability and water diversions are often curtailed to minimize impacts to endangered fish.

Natural resources agencies are locating large-scale habitat restoration projects in CSC, particularly tidal wetland restoration projects to increase the abundance of endangered fish species and primary productivity (food for aquatic species that become a food source for other species). The location of these projects in the Cache Slough Complex and sea level rise from climate change will worsen water quality and water supply reliability for people that rely on the North Bay Aqueduct for their drinking water.

WATER+ provides another aqueduct intake to enhance drinking water supply reliability. Relocating the intake location also provides opportunities to deliver water for ecological purposes at various CSC locations. Initial hydrodynamic analyses indicate modest streamflow augmentations between 5 to 20 cubic feet per second could impact water quality favorably, stimulate primary productivity in upper Cache Slough and associated tributary sloughs, and transport of food laden waters to other CSC areas. Relocating the intake also integrates the North Bay Aqueduct with water supplies from the Solano Project (Lake Berryessa) and groundwater in the Solano subbasin.

WATER+ is a 21st Century conveyance project that will provide water supply reliability, safe drinking water, ecosystem and fishery benefits, and protect against sea level rise.



WATER+ in conjunction with existing infrastructure could provide an alternative source of irrigation water for about 20,000 acres of farmland currently relying on water from the Solano Project or groundwater. A new source of agricultural water supply increases opportunities for water exchanges between the aqueduct and Solano Project. The latter is typically of higher quality and more reliable than aqueduct supply. The ability to exchange water would significantly improve municipal water supply resiliency. **WATER+** crosses lands that are not only irrigated with groundwater, but also exhibit soil and geologic conditions favorable for groundwater recharge, thereby providing opportunities to integrate **WATER+** operations with implementation of the Sustainable Groundwater Management Act.



Additional technical and engineering feasibility studies are needed to explore and demonstrate the ecological and water supply benefits of an alternate intake project, and ultimately, to formulate a multibenefit project description suitable for environmental review. These studies will occur concurrently, with results and findings from one, informing processes and assessments of others. These studies are of state and regional significance, particularly since relocating the intake is a recommended action under the Delta Plan.



An **infrastructure evaluation** – also known as value engineering – is needed to assess the size and scope of the project components to transport and meet the water demands of North Bay Aqueduct users. This step also involves communicating with other regional agencies and stakeholders, such as agriculture users and natural resources agencies, to identify if infrastructure enhancements could be included in **WATER+** to benefit their water needs.

Budget Requirement: \$200,000 Timeline: 12 Months



An **analysis of ecological benefits** will identify target biological benefits and whether this project will achieve those benefits. This includes benefits from improved freshwater streamflow, water quality and food-laden waters that benefit endangered fisheries. A team of field researchers would be brought on to study these dynamics over 2 years.

Budget Requirement: \$1,100,000 Timeline: 24 Months



An **irrigation needs assessment** will determine the timing and feasibility to use **WATER+** to augment groundwater recharge in key areas. The assessment would also explore whether **WATER+** water could be exchanged for Solano Project water with irrigation water users in the region i.e., growers. Doing so would provide water more suitable for residential use to homes in Napa and Solano counties and water suitable for agriculture to growers in the area. **WATER+** provides a tool for conjunctively managing the groundwater basin by either moderating groundwater extractions or providing a water source for groundwater recharge.

Budget Requirement: \$200,000 Timeline: 9 Months

After the above investments, **WATER+** will proceed to an environmental review analyses which will take up to 30 months to complete. Previous environmental analysis has been performed for this project, some of which would be transferable to the CEQA and National Environmental Policy Act analyses required.

WATER+

A MULTI-BENEFIT WATER SOLUTION FOR NORTH DELTA COMMUNITIES, ECOSYSTEMS, AND ECONOMY



SOLANO COUNTY
WATER AGENCY



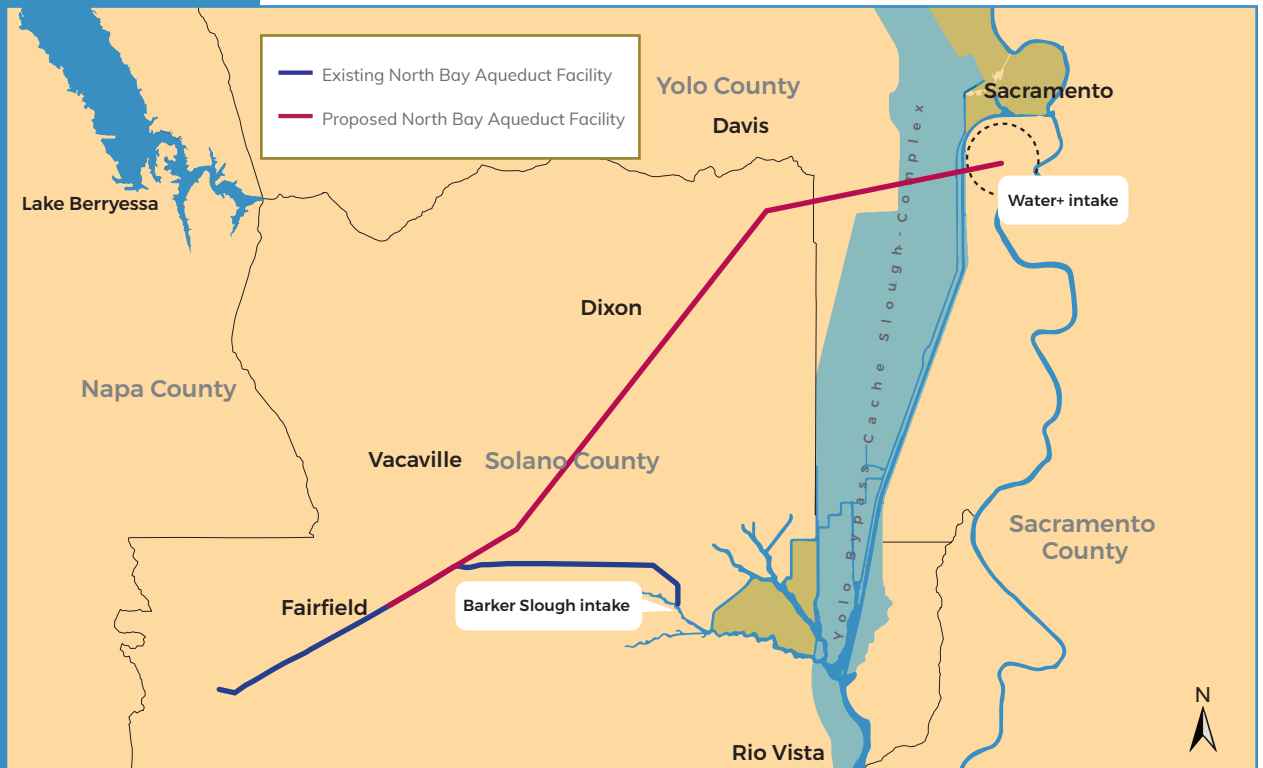
500,000 CALIFORNIANS IN NAPA AND SOLANO COUNTIES RELY ON THE NORTH BAY AQUEDUCT TO DELIVER THE WATER THEY NEED TO RUN THEIR HOMES, FARMS AND BUSINESSES THAT SUPPORT THE REGION'S ECONOMY.

THE PROBLEM: Barker Slough Intake Water at Risk

- SEASONAL POOR DRINKING WATER QUALITY
- SENSITIVE FISH HABITAT
- SEA LEVEL RISE
- OPERATIONAL CONSTRAINTS

THE WATER+ SOLUTION: Additional Intake Further North on Sacramento River

- IMPROVE DRINKING WATER QUALITY
- IMPROVED ECOSYSTEM MANAGEMENT
- REDUCED THREAT FROM SEA LEVEL RISE
- OPERATIONAL FLEXIBILITY



WATER+



SOLANO COUNTY
WATER AGENCY



A MULTI-BENEFIT WATER SOLUTION FOR NORTH DELTA COMMUNITIES, ECOSYSTEMS, AND ECONOMY

PROJECT BENEFITS



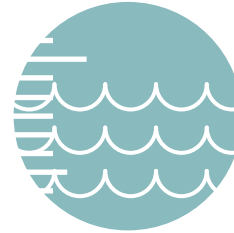
INCREASE WATER
SUPPLY RELIABILITY



SECURE SAFE DRINKING
WATER SUPPLIES



IMPROVE ECOSYSTEM
& FISH HABITAT



PROTECT AGAINST
SALTWATER INTRUSION
DUE TO SEA LEVEL RISE



MAINTAIN REGIONAL
ECONOMY

CONVEYANCE = CONNECTIONS

California's water future is a connected one, and the more we invest in infrastructure to connect our water systems to different sources and to each other, the more we will be able to meet the needs of California's people and environment. By connecting the North Bay Aqueduct system to an additional intake on the Sacramento River, Napa and Solano counties can:



- Blend water together with other sources to improve water quality and limit the costs of treating water for people to drink, cook and bathe.
- Diversify the sources of regional water supplies to improve climate resiliency by increasing the ability to move and store water throughout the system.
- Contribute to the State's co-equal goals – a recommended action of the Delta Plan.
- Reduce the impact of current water operations on endangered fish species.
- Create new opportunities to deliver water for ecological and habitat restoration purposes.
- Make modest improvements to stream flows that fish rely on for better habitat, water quality and food production.
- Help implement the Sustainable Groundwater Management Act (SGMA) by increasing opportunities for groundwater recharge.

PROJECT PLANNING COSTS AND TIMELINE AS OF SUMMER 2021: 12-24 MONTHS

\$200,000

INFRASTRUCTURE EVALUATION

\$1,100,000

ECOLOGICAL BENEFITS ANALYSIS

\$200,000

IRRIGATION NEEDS ASSESSMENT

**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
May 24, 2023**

Present:

Agency	Members
SCWA	Chris Lee, Alex Rabidoux, Thomas Pate, Andy Florendo, Jeff Barich
Benicia	Kyle Ochendusko, Danielle Bonham
Dixon	Jordan Santos
Fairfield	
Rio Vista	
Vacaville	Justen Cole, Ramiro Jimenez
Vallejo	Beth Schoenberger, Melissa Cansdale
Solano County	Misty Kaltreider
RD 2068	Dale Crossley
SID	Cary Keaten
Dixon RCD	Kelly Huff
FSSD	Jordan Damerel

The meeting was called to order at 12:37 PM.

1. Minutes of April 26, 2023 meeting:
The meeting minutes were approved.
2. SCWA General Manager's Report:
 - a. SCWA Board Items:
The Agency's next fiscal year budget will go to Board, and a few closed session items not pertaining to water, will make up the bulk of the meeting.
 - b. North Bay Aqueduct:
The North of Delta Table A "bump" issue is still ongoing. Benicia asked if there has been any talk of a settlement. Chris Lee (SCWA) indicated that there are active negotiations between SCWA and state partners. Alex Rabidoux (SCWA) brought up that staff is working on updating the "blue deck" for water accounting and hope to have a draft available for the June SWAC meeting. Alex Rabidoux (SCWA) asked if there are any interested buyers/sellers of State Water Project water and potential volumes. Interested members should talk to Chris Lee (SCWA) and Thomas Pate (SCWA) to see what SCWA can broker. Kyle Ochendusko (Benicia) indicated that they are interested in selling some of their Table A water. Chris Lee (SCWA) mentioned that now there is not much buying interest from other State Water Contractors, but SCWA will continue to monitor as the year progresses.
 - c. Solano Project:
None.

d. Bay Delta Planning Issues:

Alex Rabidoux (SCWA) presented some information on the Little Egbert Tract project. Westervelt, a private ecological investment company, is the owner of this Tract and is working with DWR on a multi-benefit flood and habitat project. SCWA is concerned that the tidal flooding of this land would lead to additional ESA issues such as curtailments at the Barker Slough Bumping Plant. Alex Rabidoux (SCWA) also discussed the issue that this would pose to our local maintaining agency responsibilities for Mellin Levee. DWR is very motivated for this project to happen despite SCWA's concerns. There is money available from the Solano County Lookout Slough settlement that is slated to go towards Mellin Levee improvements. Director Crossley (RD 2068) asked what we can do to pressure the YBCS partnership to do something about this? Misty Kaltreider (County) clarified that DWR is not a part of any JPA, but they are very interested in getting this project funded and moving forward. Chris Lee (SCWA) expressed the Agency's interest in meeting with high-level management at DWR and to reiterate our desire to be collaborative partners in the region. A SCWA-DWR meeting will be scheduled in the upcoming fiscal year.

e. Flood Management Issues:

None.

f. Other Regional and State Issues:

None.

g. Other Issues:

The Bay-Delta Voluntary Agreements was a topic discussed at the last Board meeting. The NBA is not expected to give up any water, but there is an anticipated \$10/AF charge which SCWA will likely cover. The Solano Project will provide up to 6,000 AF of additional environmental water and a charge of \$2/AF to fund the science/monitoring program, which SCWA will most likely cover on behalf of the member agencies. Benicia expressed interest in seeing the written voluntary agreements so that they can be shared with City Mayors and County Supervisors. Once the draft agreements have passed the State Water Resources Control Board, SCWA will have drafts ready to distribute to the member agencies. Each tributary will have their own written voluntary agreement, with Putah Creek being of specific interest to SCWA. Benicia has questions about any additional costs to them since they do not have any Solano Project entitlement. SID and Benicia asked what the duration of these such agreements would be. Thomas Pate (SCWA) answered it is an 8-year agreement with a check-in "report card" system to gauge effectiveness. If the plans are working, they will continue. Thomas Pate (SCWA) reiterated that these agreements are voluntary, but the alternative is the release of unimpaired flow which would be detrimental to the reliability of the Solano Project.

3. Groundwater Planning:

a. SGMA Update:

The Solano GSA has been preliminary notified of a \$4.4 million grant from DWR, for implementation of the GSP as well as potential improvements.

4. Solano County Report:

Misty Kaltreider (County) provided a brief update on One Water. The most recent One Water meeting focused on the East side of the county, and next month will focus on the West side.

5. Other Topics:

Alex Rabidoux (SCWA) mentioned the office expansion project is going well and moving along smoothly. SID will take ownership of the existing SCWA space. Alex Rabidoux (SCWA) is going to schedule a June meeting with the Napa NBA users for a joint meeting. SID highlighted that there are openings at the ACWA board. SID's take from the latest ACWA meetings is that there is some overstepping from Sacramento, and it could be valuable for Solano agencies to be more involved.

6. Public Comments:

None.

The next meeting will be Wednesday June 28, 2023, at 12:30 PM.

The meeting adjourned at 1:40 PM.

ACTION OF
SOLANO COUNTY WATER AGENCY


DATE: July 13, 2023

SUBJECT: Consultant Services Contracts and Renewals

RECOMMENDATIONS:

Authorize General Manager to execute agreements and amendments for the following consultant services for work through fiscal year 2023-2024 (see “Background” for brief description of each contract):

- 1. A2Z Landscaping, Landscape Assistance for Residents with Disabilities Program, existing vendor – contract limit of \$400,000;
- 2. Alpha Media, Lake Berryessa Mussel Prevention Social Media and Digital Outreach, existing vendor – contract limit of \$90,000;
- 3. Eagle Aerial Solutions, AB1668/SB606 Legislation Compliance, existing vendor – contract limit of \$112,500;
- 4. Jacobs Engineering Group, Inc., Solano HCP EIR/EIS, existing vendor – contract limit of \$60,000;
- 5. LSA Associates, Solano HCP, existing vendor – contract limit of \$517,000;
- 6. Luhdorff & Scalmanini, Groundwater Services, existing vendor – contract limit of \$288,910;
- 7. Reeb Government Relations, Government Relations, existing vendor – contract limit \$120,000;
- 8. Richard Heath & Associates, Low Income and Senior Water Efficiency Upgrades, existing vendor – contract limit of \$125,000;
- 9. Solano Resource Conservation District, School Water Education Program and Video Contest, existing vendor – contract limit of \$114,160.25;
- 10. Streamwise, Rock Vane and Stream Restoration, existing vendor – contract limit of \$90,000;
- 11. Sustainable Solano, Sustainable Landscaping Education Program, existing vendor – contract limit of \$175,013;
- 12. Terraphase Engineering, Cache Slough Water Quality Monitoring, existing vendor – contract limit of \$58,000;

Recommended: 
Chris Lee, 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, 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 July 13, 2023, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

13. TRPA Fish Biologists, Peterson, Ulati, Putah, Western Tributary Fish Monitoring, existing vendor – contract limit of \$447,750;
14. UC Davis, Temperature Impacts on Bird Nesting Along Putah Creek and Working Landscapes, existing vendor – contract limit of \$84,010;
15. Vic Claassen, PSC and Ulati Soil Assessment, existing vendor – contract limit of \$170,000;
16. Washburn AG, Nuisance Vegetation Management, existing vendor – contract limit of \$65,000;
17. Wildlife Survey and Photo Service, Mussel Monitoring, existing vendor – contract limit of \$225,682;
18. Yolo County Resource Conservation District, Westside IRWM Coordination, existing vendor – contract limit of \$80,000;

FINANCIAL IMPACT:

Funding for these consultants is included in the Fiscal Year 2023-2024 Budget.

BACKGROUND:

Staff is requesting authorization to execute the aforementioned 18 agreements totaling \$3,223,025.25 (by comparison, the Board authorized staff to sign 28 contracts totaling \$4,343,257.00 last year). A brief synopsis of each contract is presented below. Copies of the above agreements are available on the SCWA web page (www.scwa2.com/governance/board-meetings-agendas-minutes) or from SCWA staff.

1. A2Z Landscaping will continue to provide landscape assistance for residents with disabilities.
2. Alpha Media will continue to provide mussel prevention outreach to the public through social media.
3. Eagle Aerial will provide assistance with AB1668/SB606 Legislation compliance.
4. Jacobs Engineering will continue to assist in administering the HCP EIR/EIS.
5. LSA Associates will continue with their assistance with the HCP.
6. Luhdorff & Scalmanini will continue work with Groundwater Services.
7. Reeb Government Relations will continue to provide legislative advocacy support for the Water Agency and represent the Water Agency before elected officials and their staff, as well as executive management staff of various State agencies.
8. Richard Heath & Associates will provide water efficient upgrades for Low income and Senior residents.
9. Solano Resource Conservation District will continue to provide Water Education programming to Solano Schools as well as coordinate the Video Contest.
10. Streamwise will provide rock vane and restoration support for Pleasants Creek, the Interdam Reach of Putah Creek and their tributaries, Lower Putah Creek and in the Ulati Flood Control Project.
11. Sustainable Solano will provide public outreach and education for sustainable landscaping.
12. Terraphase Engineering will continue water quality monitoring in the Cache Slough Complex region.
13. TRPA Fish Biologists will provide fish monitoring services at Peterson Ranch, Ulati, Putah Creek and Western Solano.
14. UC Davis will provide data on how temperature impacts bird nesting along Putah Creek.
15. Vic Claassen will continue to conduct soil assessments and bank stabilization to PSC and Ulati.
16. Washburn AG will continue to manage nuisance vegetation.
17. Wildlife Survey and Photo Service will continue to monitor invasive species at Solano Project. In addition, Putah Creek wildlife and fish monitoring, and photo and video media will be developed for Peterson Ranch and large SCWA projects.
18. Yolo County Resource Conservation District will continue to coordinate the IRWM Committee.

Name of Project: **Landscape Assistance Program**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, effective **July 14, 2023**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **A2Z Landscaping**, hereinafter referred to as "Contractor."

The Agency requires services for **Landscape Assistance for Residents with Disabilities Program**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$ 400,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month. *Invoices that are over 6 months old will not be approved or paid by the Agency.* **In no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.**

Every invoice shall specify hours worked for each task identified in Exhibit A undertaken. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

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

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2024** as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

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

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

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

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

6. **PERMITS**

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

7. **INDEMNIFY AND HOLD HARMLESS**

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

8. **INSURANCE**

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

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

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per

occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Solano County Water Agency) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Solano County Water Agency, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Solano County Water Agency has received a waiver of subrogation from the insurer.

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

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

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

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

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

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

Verification of Coverage – Contractor shall furnish the Solano County Water Agency with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required

by this clause. All certificates and endorsements are to be received and approved by the Solano County Water Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Solano County Water Agency reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

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

9. **COMPLIANCE WITH LAW**

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

10. **RECORD RETENTION**

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

11. **OWNERSHIP OF DOCUMENTS**

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

12. **SUBCONTRACT AND ASSIGNMENT**

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

13. **NONRENEWAL**

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

14. **NOTICE**

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

AGENCY

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

CONTRACTOR

Zachariah Wilkerson
A2Z Landscaping
902 Davis Street
Vacaville, CA 95687

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

Solano County Water Agency
a Public Agency

A2Z Landscaping

By: _____
Chris Lee
General Manager

By: _____
Zachariah Wilkerson

FOR SCWA USE ONLY

Contract Period: 7/14/2023 to 6/30/2024
File Number: AG-A-17
Account Manager: Andy Florendo
G/L Account #: 6551AC
Job Cost #: 2029
Contract Type: Prof. Services

EXHIBIT A

SCOPE OF SERVICES

A2Z Landscaping will provide services of consultation with the resident for landscape design, installation of new landscape with drip irrigation when applicable, and follow up maintenance visits.

Pre-Inspection Site Visit:

Contractor will verify customer eligibility for Program participation: SCWA may accompany A2Z Landscaping in a pre-inspection site visit to determine feasibility and normal site condition eligibility including:

- The customer must agree to and sign the Program agreement with SCWA.
- The customer must meet eligibility requirements of the Program by identifying as having a disability or being a senior citizen (65+ years of age) currently on the PG&E Care billing program for low income residents.
- Installation sites will be limited to single-family residences.
- Program participants must reside in Solano County, SCWA service area.

Post-Installation Follow Up:

A2Z will schedule appropriate follow up appointments for each installation which will consists of the following:

- 2- 4 week follow up appointment or phone call
- 3- 4 month follow up appointment or phone call regarding seasonal maintenance and watering schedule

Landscape Requirements:

A2Z is responsible for all final landscape installations including materials and irrigation to comply with the SCWA Water Efficient Landscape Rebate Program current Terms and Conditions.

Existing Project Area: All lawn or sod within one contiguous area must be converted, no patches may be left unconverted as turf or may be converted to unqualified materials as mentioned above. Only one landscape site per household is eligible for this Program's assistance (front yard, side yard, and back yards are all considered separate landscape sites).

- Remove all sod/grass areas by hand, sod cutter, or any other mechanical means necessary and properly dispose all debris. **Alternatively, Contractor can apply sheet mulching in lieu of removing sod/grass.**
- Recommend and install drought-tolerant, non-invasive, climate appropriate plants in accordance with the current Terms and Conditions of the Solano Water Efficient Landscape Rebate Program. Planting will be as follows: Install at minimum one tree and include a sufficient number of plants to ensure at least 50% of the square footage is covered with vegetation at maturity. Plants to be used include but are not limited to: ***Perovskia atriplicifolia* (Russian sage), *Erysimum* (Bowels Mauve) sp, *Gaillardia x grandiflora* (Blanket flower), *Achillea taygetaea* (Moonshine), *Iris germanica*, *Helictotrichon sempervirens*, *Dietes*, *Euphorbia*, *Senecio cineraria*, *Ceanothus*, *Baccharis pilularis*, *Arctostaphylos*.**
- Install biodegradable weed barrier or sheet mulching.
- Install 5/8 inch drip system with filter, pressure regulator, valve, and 1 GPH Emitters
- Install Weather Based Irrigation Controller (Smart Controller) with rain or soil moisture sensor
- Install three (3) inches mulch or other acceptable permeable organic material.

Installation Services:

Installation Scheduling: Contractor shall accommodate customer's preference and needs in regards to scheduling and conducting installation work, including pre-installation site visits Monday – Friday, between 8:00 a.m. and 5:00 p.m. Initial site visits are to be scheduled within thirty (30) days and installation services are to be within forty-five (45) days from the customer's application approval for program participation, assuming no extenuating circumstances by the

customer. Contractor is to work with the property owner to work in a safe, courteous, and professional manner; and to clean up, removing all debris and materials from each site at the end of the work day.

Normal Site Conditions: Prior to performing any work, Contractor shall pre-inspect each site to ensure Normal Site Installation Conditions exist at the site including:

- Residential home within Solano County service area
- Measured total square footage of project area is between **three hundred (300)** and **two thousand (2000)** square feet.
- Outdoor irrigation is in moderate to good working order and can be converted to drip irrigation or hand watering without major repair to main line or new installation of outdoor irrigation system.
- Existing landscape to be replaced is identifiable as being lawn or sod within the past five (5) years.

Abnormal Site Conditions: Sites not meeting the “Normal Site Conditions” may not be eligible for the program. Contractor shall inform SCWA of the condition(s) that do not meet Normal Site Conditions within 7 days of inspection. Any repairs necessary to make the site meet the Normal Site Condition criteria are NOT part of this project scope of work and are, therefore, NOT reimbursable by SCWA.

Warranty:

Contractor to warranty all labor and plants used in the landscape installation, and guarantee the life of all planting installations for one month, and all drip system installations are leak free and functioning correctly for a one-year period from the installation date.

Professional Attire:

Contractor staff will display identification badges at all times while working on SCWA approved projects. Identification badges must be worn on the outermost garment and be prominently displayed. In addition to identification badges, Contractor staff may also wear shirts with Contractor logo.

Safety:

Contractor staff to wear CAL/OSHA compliant safety clothing and necessary personal protective equipment while providing all installation services.

Recycling/ Disposal:

Contractor shall provide recycling/disposal services for all removed material and accessories including: collection, dismantling, hauling, and recycling or disposal.

Installation inspections:

SCWA reserves the right to conduct its own inspections of the project sites. Any irregularities noticed in the course of the installation review, or inaccurate or partially completed information on the application or report, will result in the processing of Contractor’s invoices to be held in abeyance until the irregularity is remedied by Contractor to SCWA’s satisfaction.

Program Reporting and Billing

Reporting: Contractor to reconcile monthly reports of all planning and installation activity and invoices to SCWA on a monthly basis. The monthly report is to be sent to SCWA’s Project Manager within twenty (20) working days of the close of each month for the duration of the Agreement. Reports will include:

- Site Identification by address, and square footage of where reported activity occurred.
- Landscape design graphic of proposed landscape installation, identify type of irrigation to be used.
- One paragraph summary of work conducted on site including description of interaction with participating resident.
- Identify issues or concerns affecting schedule or project completion
- Three photos per project site (with or without employees at work) must include before, during, and after photos of the landscape installation.

- Activities anticipated for the next month.

SCWA reserves the right to modify the data and information required based on a greater understanding of program documentation needs.

Invoice Billing Rates:

- Name, position, billing rate, and hours worked of each personnel
- Summary of materials used and accompanying receipts for summarized materials directly related to the project activity as described. Materials include but are not limited to: Weed barrier, compost, ground cover, plants, irrigation timer, drip irrigation components, tree stakes, and any associated delivery fees.
- Charges directly associated with activities described and accompanying receipts.
Charges include but are not limited to: Equipment rental, disposal fees, and travel

EXHIBIT B

RATE OF COMPENSATION

Labor Rate:

Owner/Landscape Designer: \$105/hour

Foreman: \$90/hour

Crew Leader: \$80/ 2 hour minimum

Installer/Laborer: \$75/hour

Equipment:

Equipment Rental: \$350

Other:

Overhead: 18% - 21% of sale

Dump Fees: Vary per job site

Material: At Cost Value

Name of Project: **Lake Berryessa Mussel Prevention Social Media and Digital Outreach**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Contractor)

THIS AGREEMENT, **effective July 14, 2023**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Alpha Media**, hereinafter referred to as "Contractor."

The Agency requires services for **Lake Berryessa Mussel Prevention Social Media and Digital Outreach**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for **Lake Berryessa Mussel Prevention Social Media and Digital Outreach** as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$90,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month. **Invoices that are over 6 months old will not be approved or paid by the Agency. In no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.**

Every invoice shall specify hours worked for each task identified in Exhibit A undertaken. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

Each invoice shall be accompanied by a spreadsheet showing, by month, costs incurred to date for the project broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each task, budget amounts, total expended and remaining amounts. The spreadsheet shall show a subtotal for

each fiscal year covered by the contract. Any amendments to the contract shall be listed and incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2024** as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

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

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

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

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

6. **PERMITS**

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

7. **INDEMNIFY AND HOLD HARMLESS**

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

8. **INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

9. **COMPLIANCE WITH LAW**

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

10. **RECORD RETENTION**

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

11. **OWNERSHIP OF DOCUMENTS**

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

12. **SUBCONTRACT AND ASSIGNMENT**

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

13. **NONRENEWAL**

The Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by the Contractor under this Agreement will be purchased by the Agency under a new agreement following expiration or termination of this Agreement, and waives all rights or

claims to notice or hearing respecting any failure to continue purchase of all or any such services from the Contractor.

14. **NOTICE**

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

AGENCY

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

CONTRACTOR

Phil D'Angelo, General Sales Manager
Alpha Media KUIC
555 Mason Street #245
Vacaville, CA 95688 Vacaville, CA 95688

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

Solano County Water Agency
a Public Agency

By: _____
Chris Lee
General Manager

By: _____
Phil D'Angelo, General Sales Manager
Alpha Media KUIC
555 Mason Street #245
Vacaville, CA 95688 Vacaville, CA
95688

FOR SCWA USE ONLY

Contract Period: 7/1/23 to 6/30/24
File Number: _____
Account Manager: Drew Gantner
G/L Account #: 6166SC - 5033
Job Cost #: \$90000
Contract Type: Professional Services

EXHIBIT A

SCOPE OF SERVICES

Scope of Work

Alpha Media will provide multimedia coverage/outreach of the Lake Berryessa Quagga and Zebra Mussel Prevention and Education Program in Solano, Napa, Sacramento, and Yolo Counties and multimedia coverage/outreach of the Water Conservation Program in Solano County.

Curated Audiences

SCWA requires incorporated demographic information such as age, income ranges, gender, and social matrix, among other targeting tactics, to narrow the focus and tailor the messaging to reach specific groups of individuals for effective market saturation. This strategy will determine the scale and reach necessary to effectively engage the target audience. This will include:

Device Level Data

Household Level Data

Online & Offline Data

By utilizing third-party audience data, Alpha Media can leverage external insights and analytics to refine their marketing strategies and ensure that their messaging resonates with the intended audience. It's important to note that the effectiveness and compliance of such data usage should be assessed in accordance with applicable laws and regulations, including data privacy and protection laws.

Audience Breakout

Segmenting audiences based on the criteria above will help tailor messaging, select appropriate channels for reaching specific groups, and develop customized campaigns that resonate with their needs and preferences. This will enable SCWA to allocate resources more efficiently and maximize the impact of marketing efforts. It will be important to continue analyzing and refining the audience segments based on the data collected. SCWA requires monitoring of the performance of the campaign and adjusting strategies as needed to ensure that SCWA is effectively reaching and engaging our target audiences.

Monitoring

The strategy outlined above aims to achieve scale and saturated targeted reach by combining the different targeting tactics. It's important to monitor and analyze the performance of the campaigns regularly, making adjustments as needed to optimize targeting and messaging strategies. This will be done through:

First Party Seed Audience

Device Capture + Integration

Third Party Audience + Interest Data

7

First Party Lookalike

Deliverables

Ad deployment will cover the following media:

Connected Televisions-706,850 impressions

Mobile-To-Social:Facebook/Instagram-3,375,000 impressions

YouTube-7,500 impressions

Email-27,519 impressions

Radio-KUIC 95.3-total radio spots-1,314

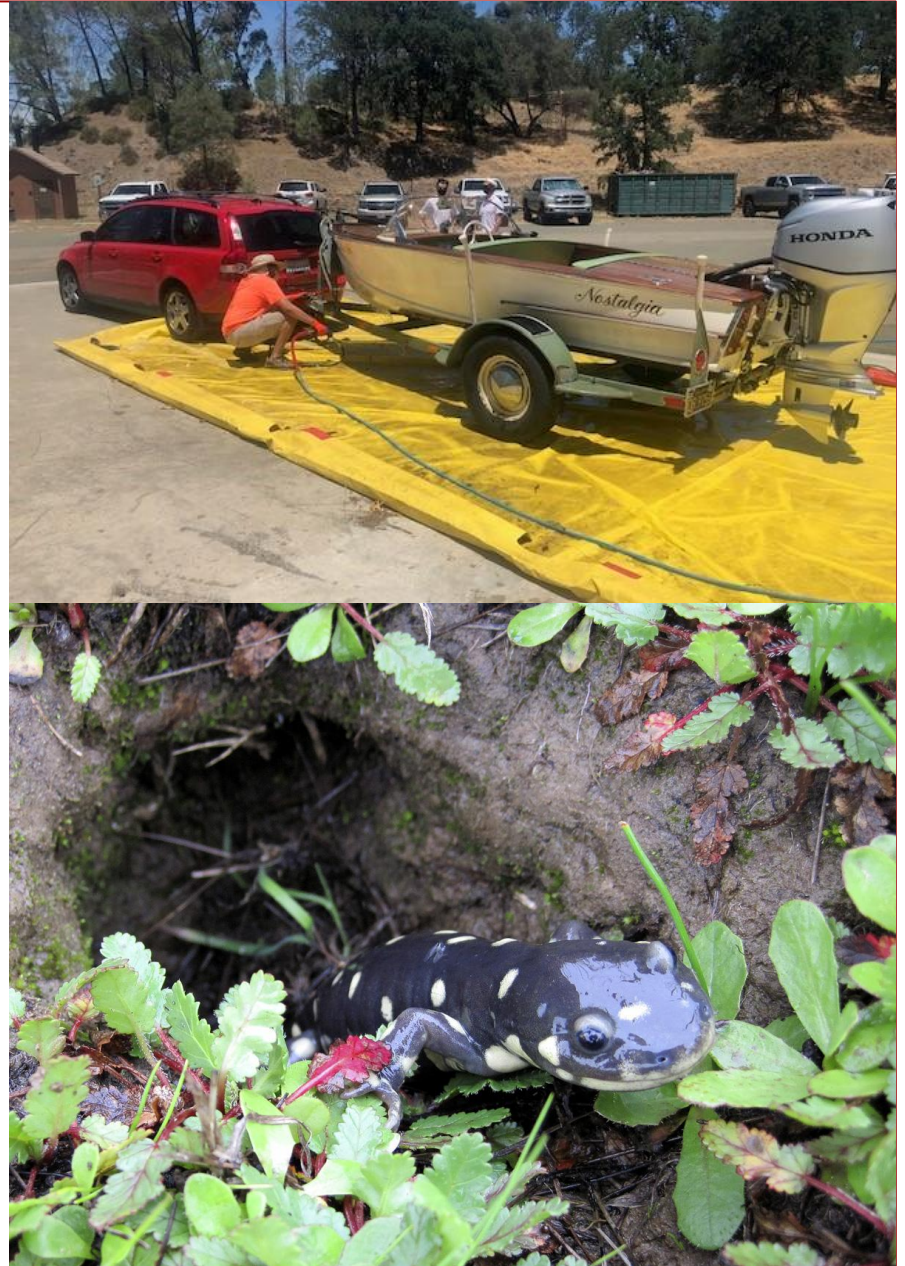
VENDOR PROPOSAL



ALPHAMEDIA



2023 CAMPAIGN PROPOSAL
PRESENTED BY:



YOUR AUDIENCE PROFILE

Identifying and understanding *who* your audience is, is the foundation of your campaign efforts. Knowing exactly who you are motivated to reach steers the entire direction of the campaign. We take an audience first, product follow approach, in understanding that the person we want to engage with determines the entire build of our campaign efforts.

The below is who we have identified as your audience:

Mussel Free

- 01 | Boat Owners
- 02 | People who use Lake Berryessa

Conservation

- 01 | Interested in conservation / environmental issues
- 02 | Interested in landscaping for conservation



YOUR CAMPAIGN

1

Campaign Goals & Objectives:

- Increase Branding & Awareness
- Drive Online Conversions

2

Proposed Solutions:

- CTV/OTT/Display Retargeting to Exposed Homes
- Mobile Device Capture / Social Integration
- Email Marketing
- YouTube Trueview
- Radio

3

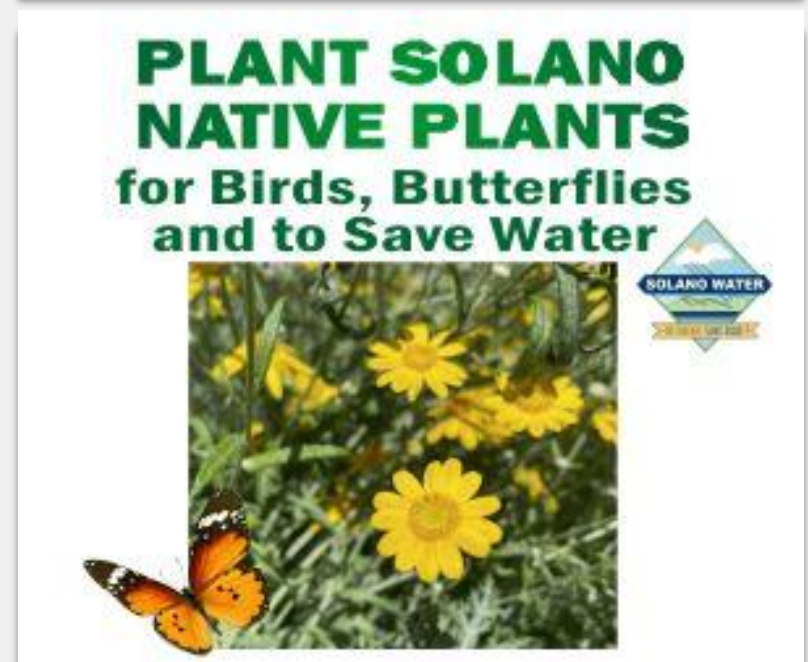
Ad Deployment Across:

- Connected Televisions
- Connected Devices
- Website Delivery
- Social Media:
- In-App Mobile Devices
- YouTube
- Email
- Radio - KUIC 95.3

4

Geographic Targets:

- Mussel Free - Lake Berryessa users
- Conservation - Solano County



ALPHA'S DIGITAL SOLUTIONS

HOW TO CAPTURE & REACH YOUR CUSTOMERS



AUDIENCE BUILDING

Analysing and building locations of interest where we want to build our audience base from: Competing locations, your own location, past occurring events, etc.



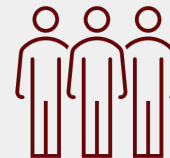
DEVICE CAPTURE

Drawing polygons around set locations and capturing the device ID's who have been seen in those locations from previous dates.



STORE VISITATION REPORT

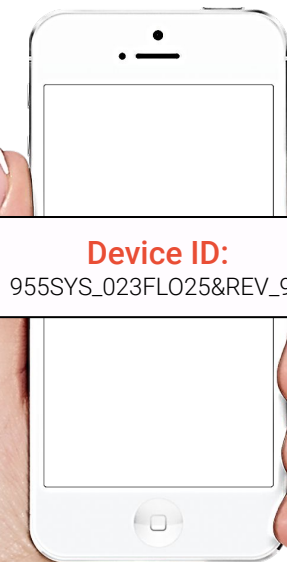
Setting perimeters around store locations to determine the foot traffic as a result of individuals seeing your digital efforts.



AUDIENCE EXTENSIONS

Download and use of captured device ID's but uploading them into additional platforms for ad serving: social feeds, video feeds, etc.

DEVICE INTEGRATION FOR ADDED REACH

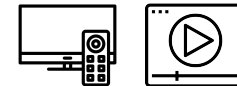


FACEBOOK / INSTAGRAM / SNAPCHAT / TIKTOK



Database of device ID's is downloaded and exported into a CSV file for transport. Once downloaded, we will upload devices into a social environment to match ads to users whose devices that we have captured through social matching.

CTV / OTT / DISPLAY



Database of device ID's is downloaded and exported into a CSV file for transport. Once downloaded, we will upload into OTT/CTV/video serving platforms to match engaging video ads to users whose devices that we have captured through household matching.

CONNECTED TV (CTV)

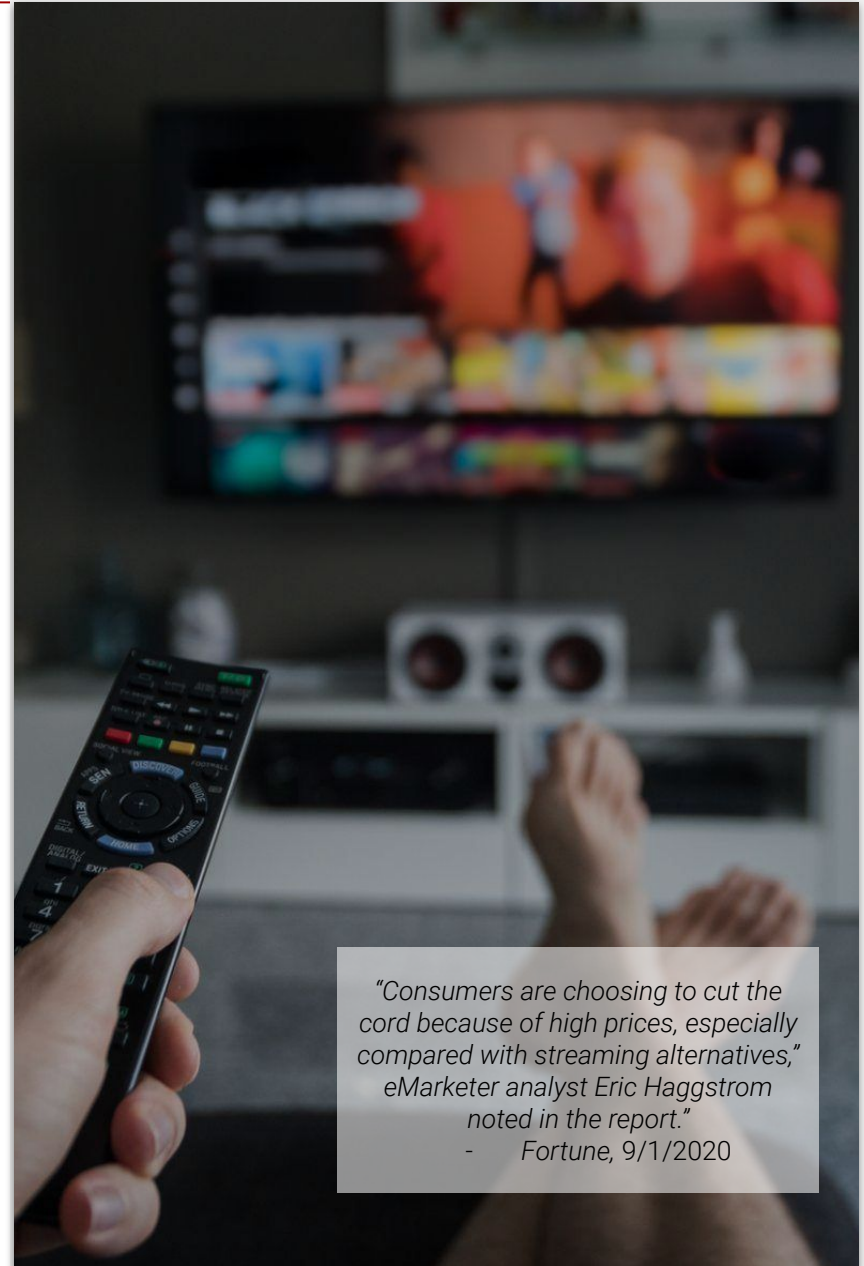
Connected TV is an innovative platform that makes TV advertising accessible to businesses of all sizes while providing the same measurable attribution as digital advertising.

A **Connected TV** is the unit that hangs on a wall.

A viewer can stream his/her favorite TV show on an **Internet television app** (Netflix, Hulu, Disney+) through his/her **smart TV, gaming console or streaming device** (Roku, Fire, PlayStation).

This is known as **Connected TV (CTV)**.

He/she can also watch it on a cable or satellite provider's **app**.



"Consumers are choosing to cut the cord because of high prices, especially compared with streaming alternatives," eMarketer analyst Eric Haggstrom noted in the report."
- Fortune, 9/1/2020

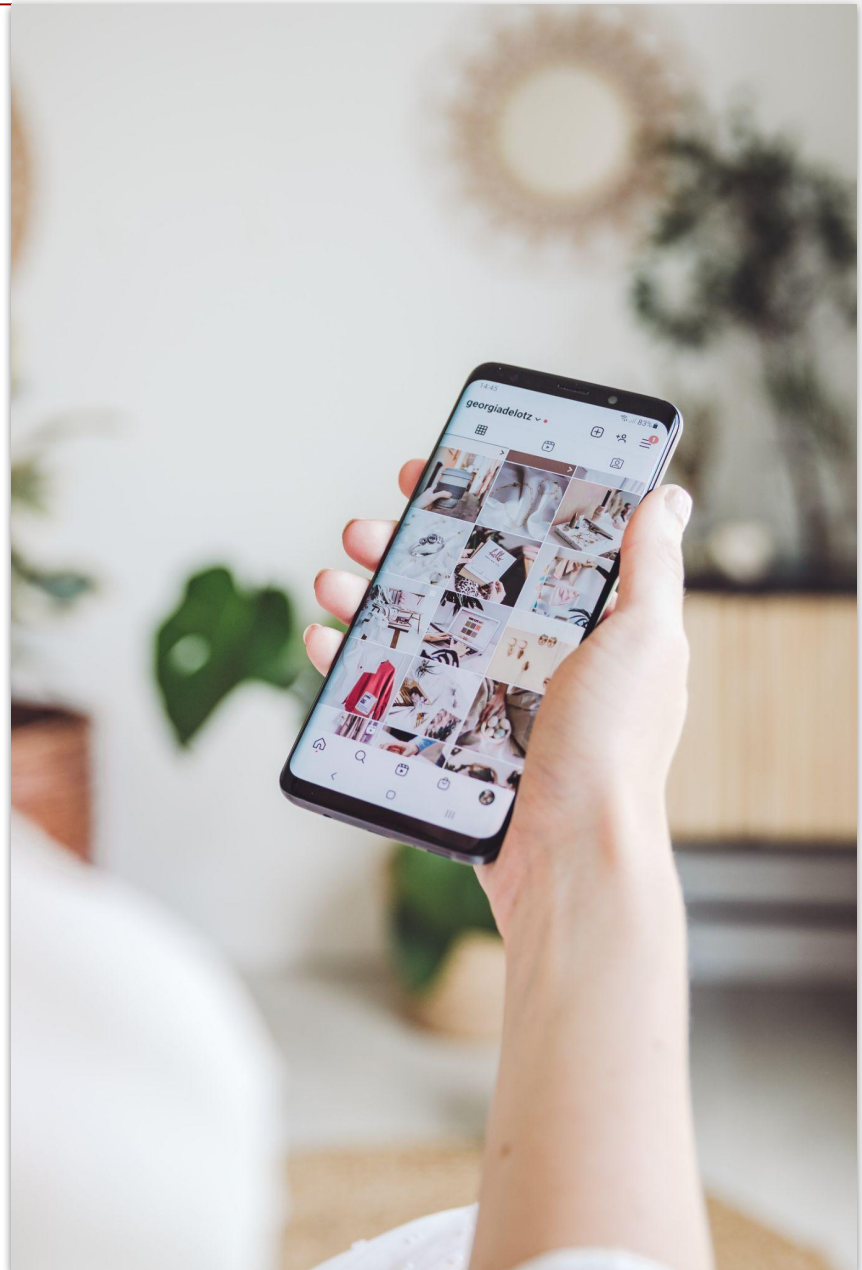
MOBILE-TO-SOCIAL

FACEBOOK & INSTAGRAM

Through mobile polygonning and geofencing technology, after we've drawn precise borders around specific locations for device ID capture, we can download that list and upload it into different environments for a multifaceted approach to increase brand frequency. Once downloaded, we can take those unique device IDs and have each social media platform find corresponding profiles. Through this, we can not only reach users through mobile apps, but we can continue to reach them when they navigate away to open their Facebook, and Instagram apps or desktop pages

KEY BENEFITS:

- ▶ Keeps message clear and consistent to help push brand frequency
- ▶ Brand messaging is seen across multiple verticals in your audiences' everyday device usage.

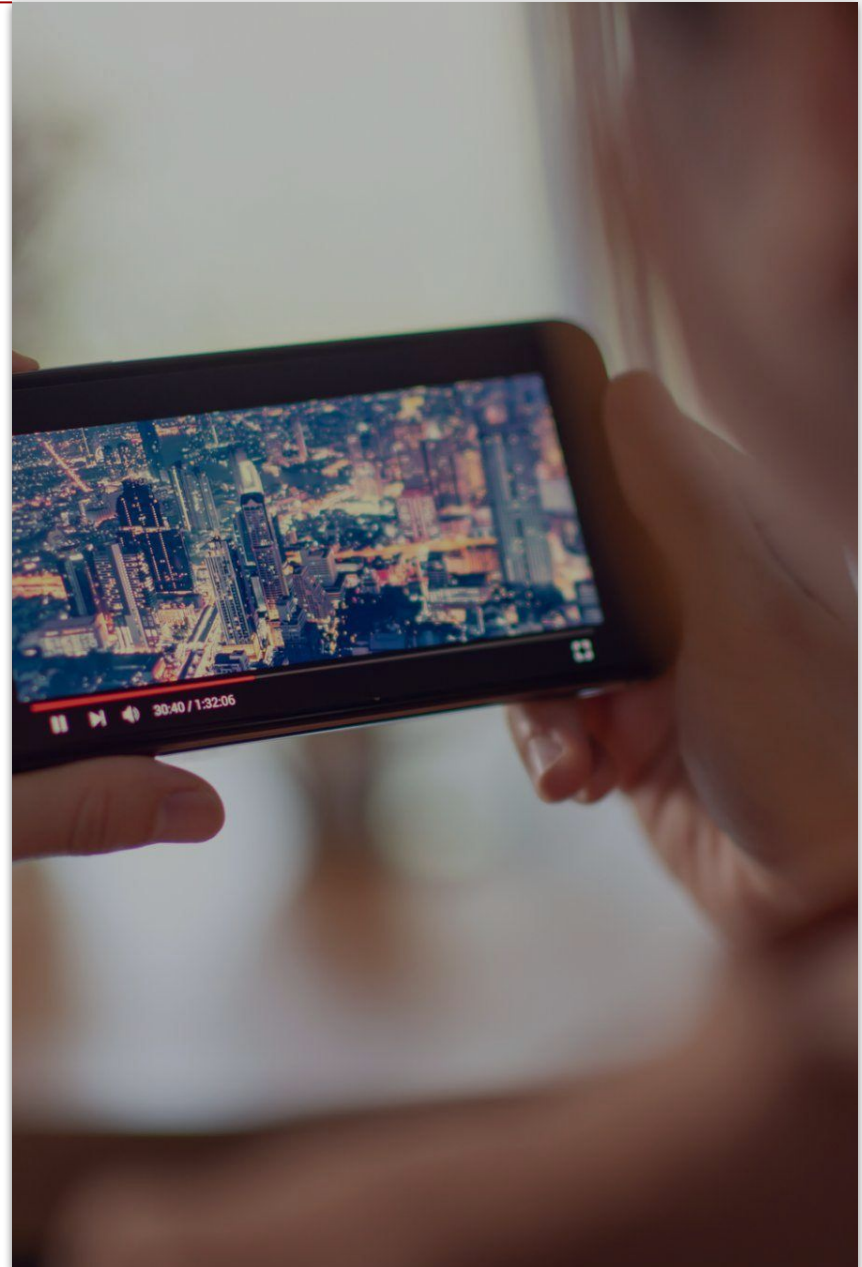


OVER-THE-TOP (OTT)

Over-The-Top streaming services use the internet to stream video content without the use of cable or a satellite subscription. Users can access OTT platforms anywhere they have an internet connection, meaning ads can be served alongside this video content.

OTT, or Over The Top is all **other devices** besides the TV.

A user can watch his/her favorite tv show on streaming apps using his/her **computer, smartphone or tablet**. This includes Live TV on these apps.

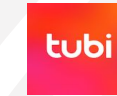


SOURCES TO BUY OR SELL CTV & OTT AD UNITS



CONNECTED TV STREAMING APPS

NBC, ABC, CBS, FOX, HULU, DISCOVERY, FX, VEVO, YOUTUBE TV, VUDU, TUBI, CRACKLE



CONNECTED TV PLATFORMS

SAMSUNG TV+, VIZIO, ROKU, SPOTX, MAGNITE, PLUTO TV, OPENX



BRING YOUR OWN SUPPLY

CONNECT YOUR DEAL ID DIRECTLY TO THE PLATFORM.



SUPPLY PARTNERS

Direct access guarantees quality, safety and efficiency.

PREMIUM CONNECTED TV STREAMING SERVICES



FREEMIUM & CORD CUTTER STREAMING SERVICES



CONNECTED TV DEVICES

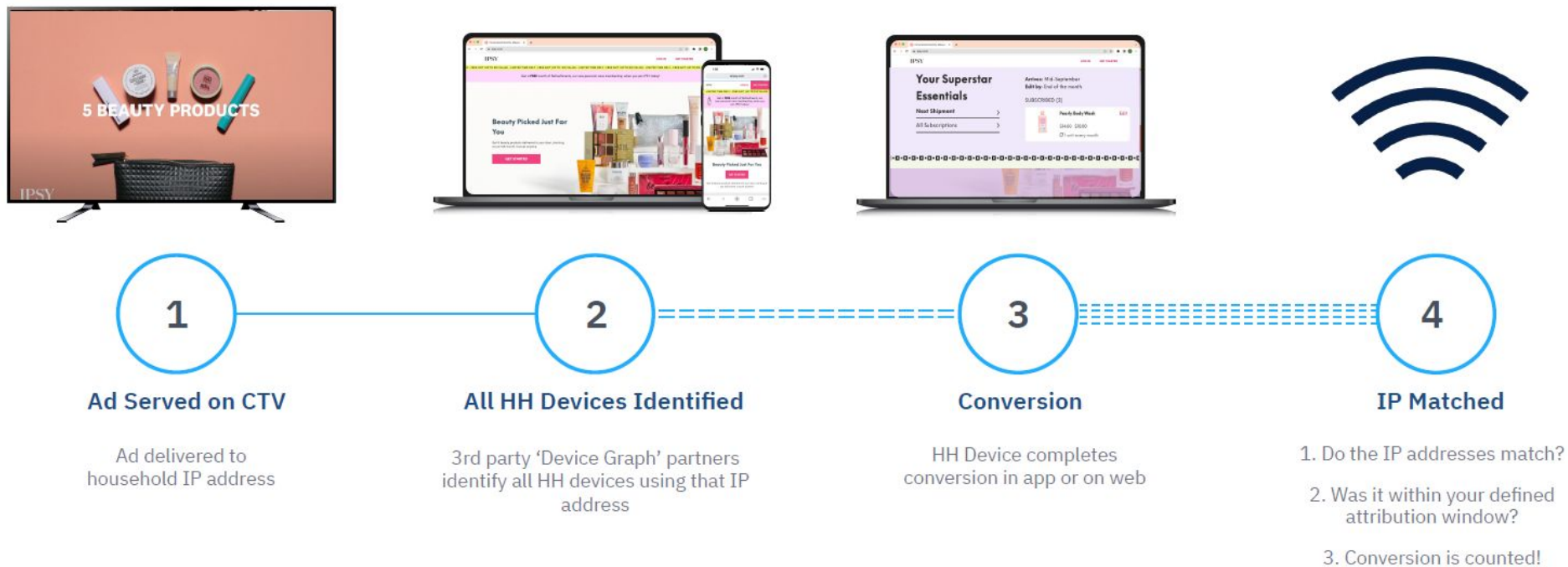


PARTNER / INVESTOR

NBCUniversal

HOW DO WE MEASURE TV?

We Match TV Ad Exposure to Site Visitation & Outcomes



YOUTUBE

TRUEVIEW

YouTube is the leading video sharing platform that allows users to watch and upload videos from all around the world. According to Google, “every month more than 1 billion people watch more than 6 billion hours of YouTube video content.” With an audience that size and the demographics & interests that we can reach as a result, targeting becomes extremely narrow to an audience that is unique to your business.

TrueView ads are also opt-in, so each viewer can decide whether or not to engage with the ad content. Ads are served in-stream either before or during the video content and are skippable after :05 seconds.

KEY BENEFITS:

- ▶ Targeting capabilities include demographic groups, devices, life events, interests (behaviors), or topics.
- ▶ With TrueView ads, you are engaging with an audience who is choosing to watch your ad.

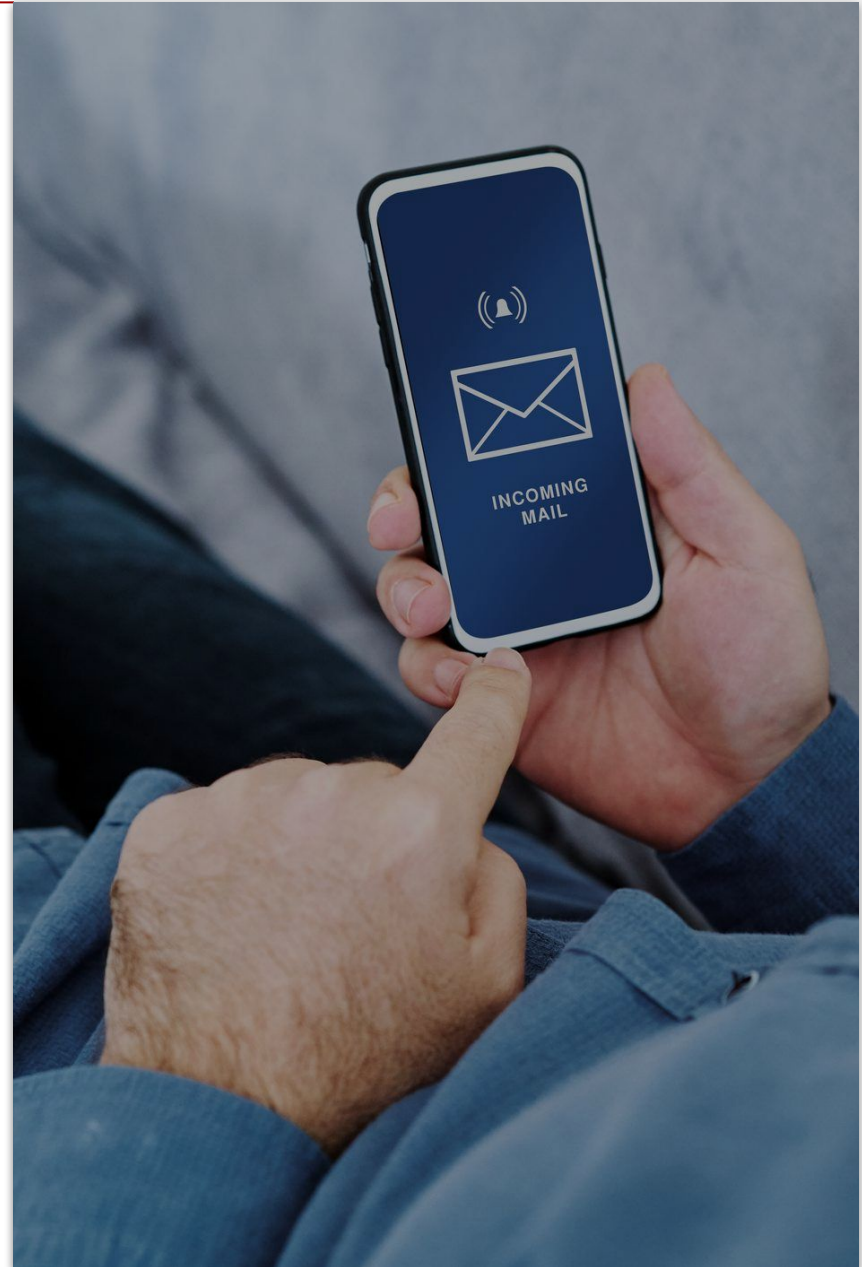


EMAIL MARKETING

Email marketing allows you to reach a list of email addresses that are active, CAN-SPAM compliant, opt-in only and belong to users in your target audience. Through purchasing this list, we will serve your brand messaging straight to their inboxes as many times per month as you would like to promote your product or service.

From there, any user who opens these emails will be categorized as an individual of interest and retargeted with another email for increased frequency (called a "ReDrop").

Targeting Methods:



REPORTING & INVESTMENT

CAMPAIGN REPORTING

WHAT YOU CAN EXPECT

We will consistently monitor and analyze performance data from your campaign. Our goal is to meet your KPIs in the most efficient way and use insights to inform future campaign strategy. Each month, you will receive a detailed report including:

- ▶ Performance by channel, tactic and platform
- ▶ Conversions & CPA by platform, media type and creative
- ▶ ROAS by platform
- ▶ Creative breakout by performance
- ▶ Geographic breakout
- ▶ Human level monitoring will provide transparency across all reporting including, site level data, app level data, channel level data, etc.

*Custom reporting is dependent on your campaign strategy and KPIs



CAMPAIGN REPORTING

GOOGLE ANALYTICS

We request that all clients who have Google Analytics installed on their website add us as collaborators on their account. This will enable us to provide an audience analysis of your current website visitors for your review. We'll also be able to report deeper, more impactful data and be better equipped to optimize your campaign to ensure the best results possible.

JUST FOLLOW THESE STEPS:

1. In Google Analytics, click 'Admin' at the bottom of the left-side menu
2. Select "User Management" on the Account level, just under "Account Settings" in the first column
3. In the box ("Add permissions for") enter the email address: alpha.analytics@alphamediausa.com
4. Select the desired permission-level
5. Check the box to notify



MUSSEL FREE INVESTMENT SUMMARY

July 1, 2023 - June 30, 2024

(SEE EXCEL SHEET FOR MONTHLY BREAKDOWN)

DIGITAL PRODUCT	TOTAL INVESTMENT	TOTAL DIGITAL IMPRESSIONS*	TOTAL RADIO SPOTS
RADIO KUIC 95.3	\$ 30,000	-	670
MOBILE-TO-SOCIAL: FACEBOOK & INSTAGRAM	\$ 36,000	2,250,000	-
CTV/OTT DEPLOYMENT WITH POST ENGAGEMENT ANALYTICS	\$ 21,000	706,850	-
EMAIL MARKETING	\$ 1,500	27,519	-
YOUTUBE TRUEVIEW	\$ 1,500	7,500	-
TOTAL CAMPAIGN INVESTMENT	\$ 90,000	2,991,869	

*Impressions based on current 2023 rates

CONSERVATION INVESTMENT SUMMARY

July 1, 2023 - June 30, 2024

(SEE EXCEL SHEET FOR MONTHLY BREAKDOWN)

DIGITAL PRODUCT	TOTAL INVESTMENT	TOTAL DIGITAL IMPRESSIONS*	TOTAL RADIO SPOTS
RADIO KUIC 95.3	\$ 27,000	-	644
MOBILE-TO-SOCIAL: FACEBOOK & INSTAGRAM	\$ 18,000	1,125,000	-
TOTAL CAMPAIGN INVESTMENT	\$ 45,000	1,125,000	

*Impressions based on current 2023 rates



ALPHADIGITAL

THANK YOU.

QUESTIONS?

You can find me at
Maria.Brana@alphamediausa.com

EXHIBIT B
RATE OF
COMPENSATION

SOLANO WATER MUSSEL FREE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY
CAMPAIGN	<i>pleasure boaters, water sports, families</i>	<i>pleasure boaters, water sports, families</i>	<i>pleasure boaters, water sports, families</i>	<i>outdooe sportsman, fishing</i>	<i>tournament fishers, sun chasers</i>	<i>tournament fishers, sun chasers</i>	<i>tournamen t fishers</i>	<i>tournament fishers</i>
CTV	\$ 4,200	\$ 4,200	\$ 4,200					
SOCIAL MEDIA	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
RADIO	\$ 4,500	\$ 4,500	\$ 3,000	\$ 3,000	\$ 1,500			\$ 1,500
EMAIL			\$ 1,500					
YOU TUBE								
TOTAL	\$ 11,700	\$ 11,700	\$ 11,700	\$ 6,000	\$ 4,500	\$ 3,000	\$ 3,000	\$ 4,500

MARCH	APRIL	MAY	JUNE			
<i>pleasure boaters, water sports, families</i>	<i>spring break travelers?</i>	<i>pleasure boaters, water sports, families</i>	<i>pleasure boaters, water sports, families</i>	TOTAL BY TACTIC	TOTAL DIGITAL IMPRESSIONS	TOTAL RADIO SPOTS
		\$ 4,200	\$ 4,200	\$ 21,000	706,850	
\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 36,000	2,250,000	
\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 30,000		670
				\$ 1,500	27,519	
		\$ 1,500		\$ 1,500	7,500	
\$ 6,000	\$ 6,000	\$ 11,700	\$ 10,200	\$ 90,000	2,991,869	670

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 14, 2023**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Eagle Aerial Solutions**, hereinafter referred to as "Contractor."

The Agency requires services for **AB1668/SB606 Legislation Compliance**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for **AB1668/SB606 Legislation Compliance**, as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$112,500** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month. *Invoices that are over six (6) months old will not be approved or paid by the Agency.* **In no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.**

Every invoice shall specify hours worked for each task identified in Exhibit A undertaken. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

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

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2024**, as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

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

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

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

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

6. **INDEMNIFY AND HOLD HARMLESS**

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

7. **INSURANCE**

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

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

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Solano County Water Agency) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9

(non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Solano County Water Agency, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Solano County Water Agency has received a waiver of subrogation from the insurer.

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

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

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

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

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

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

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

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

9. **COMPLIANCE WITH LAW**

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

10. **RECORD RETENTION**

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

11. **OWNERSHIP OF DOCUMENTS**

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

12. **SUBCONTRACT AND ASSIGNMENT**

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

13. **NONRENEWAL**

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

14. **NOTICE**

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

AGENCY

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

CONTRACTOR

Jazmine Molloy
Eagle Aerial Solutions
3420 Bristol Street, 6th Floor
Costa Mesa, CA 92626

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

Solano County Water Agency
a Public Agency

By: _____
Chris Lee
General Manager

By: _____
Jazmine Molloy
Director of Product Development

FOR SCWA USE ONLY

Contract Period: July 14, 2023 to June 30, 2024
File Number: _____
Account Manager: Andrew Florendo
G/L Account #: 6551AC
Job Cost #: 2028
Contract Type: Professional Services

EXHIBIT A

SCOPE OF SERVICES

Scope of Work

SCWA requires assistance in helping Member Agencies meet the efficiency and allocation requirements outlined in the new long-term California water conservation legislation, SB606 & AB1668.

SCWA requires use of WaterView, which is specifically developed to support water professionals in preparing for and maintaining regulatory compliance under the new state standards. It offers a comprehensive set of features and functionalities that enable users to effectively manage water resources and optimize efficiency.

Analysis Required

Member Agencies (retail water purveyors) are required to comply with SB 606 and AB 1668. Compliance will be met by the following tasks:

- Analyze total water allocation for the water agency's entire residential service area and at an individual residential parcel level, in compliance with new state standards.
- Spot water use trends, track and manage over allocation users within each district.
- Identify targeted land classification types, like high turf areas, for effective rebating.
- Aid in upcoming legislative reporting requirements.
- Continually calculate water use efficiency (per the state standards) across the residential service area and at a customer/parcel level.
- Host high resolution aerial imagery and the ACTUAL imagery used in DWR's LAM analysis for the subscribers to access at any time.
- Import and calculate daily ET readings.
- Supply detailed demographic data for more accurate indoor water use efficiency measurements and water use analytics.
- Provide various GIS tools along with sophisticated data mining and multi-level querying functions.

Deliverables

WaterView will provide all the necessary data, analysis, and reporting as required by SB 606 and AB 1668 for participating Member Agencies, City of Vacaville, City of Dixon, City of Fairfield, and City of Suisun City.

VENDOR PROPOSAL

WaterView™ will:

- Analyze total water allocation for the water agency's entire residential service area and at an individual residential parcel level, in compliance with new state standards.
- Spot water use trends, track and manage over allocation users within each district.
- Identify targeted land classification types, like high turf areas, for effective rebating.
- Aid in upcoming legislative reporting requirements.
- Continually calculate water use efficiency (per the state standards) across the residential service area and at a customer/parcel level.
- Host high resolution aerial imagery and the ACTUAL imagery used in DWR's LAM analysis for the subscribers to access at any time.
- Import and calculate daily ET readings.
- Supply detailed demographic data for more accurate indoor water use efficiency measurements and water use analytics.
- Provide various GIS tools along with sophisticated data mining and multi-level querying functions.

In addition to the base WaterView™ functions, the CII Module will:

- Host the Land Use Classification Data (LUCD) mapped product and the delineated DIM premise areas custom created for each of the participating Solano County agencies
- Calculate CII DIM allocations based on current DWR & SWRCB recommended legislative standards
- Provide a suite of data mining tools used to create custom water use and landscape analytics
- Aid in upcoming reporting CII requirements

Technical Support & Project Management

Technical support will be provided through the duration of the contract. Software training will be done by a series of onboarding virtual meetings. Your agency will be assigned a Customer Success Advocate that will provide any additional training(s) or account customization via virtual meeting platforms and screen sharing throughout the life of the WaterView™ subscription.

Security of the WaterView™ Platform:

Eagle Aerial Solutions developed the WaterView™ portal in partnership with Digital Map Products Now LightBox, using their existing stable and robust online mapping technology. DMP/LightBox has been providing mapping services for nearly 20 years to large enterprise and government customers including Zillow, Google, Apple, CBRE, and the State of California. More than 350,000 users are accessing data from their platform daily to make informed decisions.

For more detailed information please refer to the full security statement:

<https://www.eagleaerial.com/docs/waterview-security.pdf>

EXHIBIT B

RATE OF COMPENSATION

Pricing:

Solano County Water agency – WaterView Residential + CII	
Total Connections: 100,000	
Participating Retailers: City of Vacaville, City of Vallejo, City of Fairfield, City of Dixon, City of Suisun City	
WaterView™ + CII Module	1 YEAR AGREEMENT
Annual Subscription Cost (CalWEP Member Discount applied)	\$112,500

Name of Project: **Solano HCP EIR/ EIS**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES ***(Professional Services/Contractor)***

THIS AGREEMENT, effective **July 14, 2023**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Jacobs Engineering Group, Inc.**, hereinafter referred to as "Contractor."

The Agency requires services for **Solano HCP EIR/EIS**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$ 60,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month. *Invoices that are over 6 months old will not be approved or paid by the Agency.* **In no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.**

Every invoice shall specify hours worked for each task identified in Exhibit A undertaken. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

Each invoice shall be accompanied by a spreadsheet showing, by month, costs incurred to date for the project broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each task, budget amounts, total expended and remaining amounts. The spreadsheet shall show a subtotal for

each fiscal year covered by the contract. Any amendments to the contract shall be listed and incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2024** as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

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

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

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

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

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

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

7. **INDEMNIFY AND HOLD HARMLESS**

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

8. **INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

9. **COMPLIANCE WITH LAW**

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

10. **RECORD RETENTION**

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

11. **OWNERSHIP OF DOCUMENTS**

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

12. **SUBCONTRACT AND ASSIGNMENT**

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

13. **NONRENEWAL**

The Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by the Contractor under this Agreement will be purchased by the Agency under a new agreement following expiration or termination of this Agreement and waives all rights or

claims to notice or hearing respecting any failure to continue purchase of all or any such services from the Contractor.

14. **NOTICE**

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

AGENCY

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

CONTRACTOR

Jason Junkert, Manager of Projects
Jacobs Engineering Group, Inc.
2485 Natomas Park Drive, Suite 600
Sacramento, CA 95833

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

Solano County Water Agency
a Public Agency

Jacobs Engineering Group, Inc.

By: _____
Chris Lee
General Manager

By: _____
Jason Junkert

FOR SCWA USE ONLY

Contract Period: July 1, 2023 to June 30, 2024
File Number: AG-J-4
Account Manager: Chris Lee
G/L Account #: 6250SC
Job Cost #: 4608
Contract Type: Prof. Services

EXHIBIT A

SCOPE OF SERVICES

Scope of Work

SCWA requires completion of the Solano Habitat Conservation Plan (HCP) Environmental Impact Report/Environmental Impact Statement (EIR/EIS).

Draft EIS/EIR

SCWA requires continued updates to the Solano HCP EIR/EIS based on changes to the HCP.

Deliverables

Working chapters of the draft EIR/EIS
Solano HCP Draft EIR/EIS

WORK PLAN (FISCAL YEAR 2023/2024) Solano HCP EIS/EIR

This Work Plan is for Fiscal Year 2023/2024 and is based on the original Work Plan breakout of tasks to complete the environmental document. The focus is to undertake minor updates to the existing Admin Draft EIS/EIR document in response to resource agency comments, review all chapters for consistency with the final (public) version of the HCP (in progress), and to release the document for public review. Jacobs understands that progress is determined by agency support for the HCP, as well as internal agency processes for advancing these types of plans for public review. The Fiscal Year 2023/2024 budget reflects our good faith estimate of costs to complete these tasks, but actual costs may vary depending on agency requirements.

Task 1: Agency Coordination
This task has been completed.

Task 2: Additional Deliverables
This task has been completed.

Task 3: First Administrative Draft EIS/EIR
This task has been completed.

Task 4: Second Administrative Draft EIS/EIR.
This task has been completed.

Task 5: Draft EIS/EIR
This task includes continuing updates to the EIS/EIR text in response to direction from the USFWS, NMFS, and CDFW including changes to the HCP. The ongoing dialogue with the resource agencies during the update process will continue to focus on submittal of individual working chapters of the EIS/EIR, review by the agencies, and update by Jacobs including responses to their comments. The task will culminate in a complete Draft EIS/EIR for public review.

Deliverables

- Individual working chapters or sections of the EIS/EIR, as appropriate or as requested by the USFWS or SCWA, and responses to comments on the working draft chapters.

- Jacobs will submit electronic copies of a screencheck Draft EIS/EIR for SCWA, USFWS, NMFS, and CDFW approval prior to reproduction.
- Jacobs will submit 20 printed copies of the Draft EIS/EIR and one electronic copy in Portable Document Format.

WORK PLAN (FISCAL YEAR 2023/2024): SOLANO HCP EIS/EIR

2

Assumptions

- This version of the document will constitute the Draft EIS/EIR for public distribution.
- Jacobs will not be involved in the physical distribution of the Draft EIS/EIR other than providing 15 copies to the State Clearinghouse.
- Jacobs will not be involved in the public noticing of the availability of the Draft EIS/EIR.
- Work under Task 5 will be completed up to the contract budget authorized by this Work Plan.

Task 6: Response to Comments

Task is unchanged from original Work Plan.

Task 7: Administrative Final EIS/EIR

Task is unchanged from original Work Plan.

Task 8: Final EIS/EIR

Task is unchanged from original Work Plan.

Task 9: Public Meetings

Task is unchanged from original Work Plan.

EXHIBIT B**RATE OF COMPENSATION**

Task	Franck	Nikirk	Planner 1	Bio/QA	Pubs/Admin	Total
Task 1: Agency Coordination, Admin, Quality Assurance	-\$	-\$	-\$	-\$	-\$	-\$
Task 2: Additional Deliverables	-\$	-\$	-\$	-\$	-\$	-\$
Task 3: First Administrative Draft EIS/EIR	-\$	-\$	-\$	-\$	-\$	-\$
Task 4: Second Administrative Draft EIS/EIR	-\$	-\$	-\$	-\$	-\$	-\$
Task 5: Draft EIS/EIR	\$10,000	\$5,000	\$2,500	\$2,500	\$2,500	\$22,500
Task 6: Response to Comments	\$5,000	\$5,000	\$2,500	\$5,000	-\$	\$17,500
Task 7: Administrative Final EIS/EIR	-\$	\$2,500	\$2,500	-\$	\$2,500	\$7,500
Task 8: Final EIS/EIR	-\$	\$2,500	\$2,500	-\$	\$2,500	\$7,500
Task 9: Public Meetings	\$2,500	-\$	\$2,500	-\$	-\$	\$5,000
Summary	\$17,500	\$15,000	\$12,500	\$7,500	\$7,500	\$60,000

Jacobs
Professionals and Technicians*
2023 Hourly Billing Rates**

Classification	Rate
Principal-in-Charge*	\$302
Principal Professional*	\$278
Sr. Professional*	\$222
Project Professional*	\$167
Staff Professional*	\$131
Sr. Technician	\$167
Technician	\$122
Office/Clerical	\$112

Notes:

* includes engineering, consulting, planner and scientist disciplines

**These rates are effective January 1, 2023 through December 31, 2023 A markup of 10% shall be applied to all Other Direct Costs and Expenses

An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services

Name of Project: **Solano HCP**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Contractor)

THIS AGREEMENT, **effective July 14, 2023**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **LSA Associates, Inc.**, hereinafter referred to as "Contractor."

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

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$517,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month. **Invoices that are over 6 months old will not be approved or paid by the Agency. In no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.**

Every invoice shall specify hours worked for each task identified in Exhibit A undertaken. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

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

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2024**, as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

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

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

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

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

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

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

7. **INDEMNIFY AND HOLD HARMLESS**

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

8. **INSURANCE**

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

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

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general

aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Solano County Water Agency) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Solano County Water Agency, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Solano County Water Agency has received a waiver of subrogation from the insurer.

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

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

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

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

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

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

Verification of Coverage – Contractor shall furnish the Solano County Water Agency with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Solano County

Water Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Solano County Water Agency reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

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

9. **COMPLIANCE WITH LAW**

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

10. **RECORD RETENTION**

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

11. **OWNERSHIP OF DOCUMENTS**

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

12. **SUBCONTRACT AND ASSIGNMENT**

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

13. **NONRENEWAL**

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

14. **NOTICE**

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

AGENCY

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

CONTRACTOR

Mike Trotta, CEO
LSA Associates, Inc.
157 Park Place
Pt. Richmond, CA 94801

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

Solano County Water Agency
a Public Agency

LSA Associates, Inc.

By: _____
Chris Lee
General Manager

By: _____
Mike Trotta,
CEO

FOR SCWA USE ONLY

Contract Period: July 1, 2023 to June 30, 2024
File Number: AG-L-4
Account Manager: C.Lee
G/L Account #: 6250SC
Job Cost #: 4600
Contract Type: Professional Services

EXHIBIT A

SCOPE OF SERVICES

Scope of Work

SCWA requires continued assistance with finalizing the Solano Habitat Conservation Plan (HCP). Finalizing the HCP will require continued coordination with regulatory agencies and Plan Participants, final revisions to the plan, and coordination Jacobs Engineering to finalize the HCP EIR/EIS.

Agency Coordination Meetings

SCWA requires continued coordination with federal, state, and local agencies to move the HCP forward.

Plan Participant Meetings

SCWA requires continued meetings with the HCP Plan Participants to keep them up to date on HCP development.

Final HCP Edits

SCWA requires completion of the HCP, including all chapters, fee structures, and proposed monitoring.

HCP Training

SCWA and Plan Participants will require training on how to implement the HCP, including monitoring and reporting requirements.

EIR/EIS Coordination

SCWA requires coordination and updates between the HCP and the EIR/EIS for the HCP (Jacobs Engineering).

2081 Permit

SCWA requires a 2081 permit from the State Fish and Wildlife for take authority for state listed species under the HCP.

Regional General Permit

SCWA requires a Regional General Permit from the Army Corps of Engineers under the HCP for Clean Water Act compliance.

Letter of Permission

SCWA requires a Letter of Permission through the State Water Board under the HCP for Section

401 certifications.

King Ranch Conservation Easement Compliance

SCWA requires compliance monitoring on conservation easements SCWA own on King Ranch (Solano Land Trust property).

Mitigation Land Evaluation

SCWA requires continued restoration activities on its properties, including riparian forest restoration, marshland connectivity, and burrowing owl nest establishment.

Petersen Ranch Bank Agreement

SCWA requires initiation and establishment of mitigation banking agreement documentation for Petersen Ranch for HCP mitigation needs as well as other regional mitigation needs.

Deliverables

Many of the mentioned activities are long-term planning efforts and deliverables may not necessarily come to fruition this fiscal year. However, the following my move forward in at least draft form:

Public Draft HCP

Draft 2081 Permit

Draft Regional General Permit

Draft Letter of Permission

King Ranch Conservation Easement Compliance

Draft Petersen Ranch Banking Instrument

VENDOR PROPOSAL

March 22, 2023

Chris Lee
Interim General Manager
Solano County Water Agency
810 Vaca Valley Pkwy #203
Vacaville, CA 95688

Subject: Solano HCP 2023-2024 Scope and Budget

Dear Chris:

As requested, I am sending you the LSA's proposed scope and budget for the Solano HCP approval and implementation tasks for FY 2023-2024. In developing this budget, we have made the following assumptions:

1. Based on the previous draft timeline provided by the Service, their recent staff changes, and coordinating review of remaining sections adding monarch butterfly as a Covered Species, LSA assumes the Service will have submitted their final comments of all HCP files by the end of August 2023.
2. LSA will incorporate these into the Administrative Public Draft HCP by the end of October 2023 with a target release of a final admin HCP by the end of November 2023.
3. The actual publication of the public Draft HCP will occur by early spring of 2024 with a final HCP approval in summer 2024.

Our overall work scope is similar to 2022-2023 since our previous assumptions on release of the Public Draft HCP did not occur as expected. Work for the upcoming year focuses on tasks associated with revising the remaining HCP chapters based on agency comments, coordinating review/approval with Service personnel on new monarch butterfly sections, a final adjustment of impacted acreages and fees, preparing the public draft, responding to public comments, initiating steps for implementation of the HCP, and integration with the U.S. Army Corps of Engineers and State Water Resources Control Board regulatory programs. This includes LSA revising the final development and operations and maintenance Regional General Permits. LSA will also coordinate with the National Fisheries Marine Service for approval of HCP sections for fish covered species under their jurisdiction. LSA will provide SCWA with updated acreage tables, species impact sections, and figures for the associated EIR/EIS that Jacobs is finalizing. Finally, LSA will finalize the 2081 application to be consistent with the final HCP and coordinate with CDFW.

We have also included budget for necessary studies, prospectus development, and application for a conservation bank and conservation easement(s) on Petersen Ranch. In 2023, we are expecting to

finalize the credit calculations for the bank, and also develop the Restoration Plan which will add credit opportunities, especially in the marsh and vernal pool areas. In addition, the following items need to be developed: Interim and Long-term Management Plan, interim and long-term endowment management costs, conservation easement, Phase 1 hazards report, Minerals Assessment, and Title Report.

As discussed previously, we assume SCWA intends to establish a mitigation bank through the US Army Corps of Engineers Interagency Review Team (IRT) process as this will allow wetland community restoration and preservation on Petersen Ranch to satisfy US Army Corps of Engineers and Regional Water Quality Control Board mitigation requirements for waters of the US and State in addition to providing HCP covered species mitigation. It would also allow SCWA to sell credits to non-HCP participants, particularly those with needs for marsh habitat credits (including plants and fish of the upper Delta and tidally influenced sloughs). LSA will also coordinate with the applicable agencies and conservation easement holder (assumed to be the Solano Land Trust).

As part of developing/expanding bank credits, LSA will build upon and continue monitoring the ongoing riparian tree restoration studies to identify other areas on the Ranch that would be suitable for expanding riparian tree establishment. We will also continue our work with the Hearn family to provide alternative water sources for livestock and review the feasibility of additional fencing and rotational grazing.

Overall, we suggest a budget of \$517,000 of which \$144,000 is devoted to the conservation bank approval process for Petersen Ranch.

If you have any questions or require additional information, please do not hesitate to contact me or Steve Foreman.

Sincerely,

LSA Associates, Inc.



Steve Kohlmann, PhD
Associate/Wildlife Biologist

Attachments Scope and Budget 2023-2024
Rate Sheet

EXHIBIT B

RATE OF COMPENSATION ATTACHMENT 1: SCOPE AND BUDGET

<i>Task</i>	<i>Description</i>	<i>Estimated hours</i>	<i>Budget</i>
1 Agency Coordination Meetings	Anticipated are six meetings with Regulatory Agency representatives of the US Fish and Wildlife Service (USFWS or the Service)), California Department of Fish and Wildlife (CDFW), National Marine Fisheries Service (NMFS), U.S. Army Corps of Engineers (Corps), and State Water Resources Control Board (State Board) for the HCP, 2081 Permit, and the 404/401/1602 integration. Task includes meeting preparation and follow-up.	70	\$14,000
2 Steering Committee Meetings	This task assumes four stakeholder/steering committee meetings. Staff time includes attendance and preparation of presentations for the Principal biologist and Staff Biologist/Assistant Project Manager. We assume that we will have at least 4 steering committee meetings to go over the Public Draft HCP and address any comments/concerns steering committee member may have. Also, we anticipate at least one steering committee meeting to discuss the 404/401 integration process.	80	\$16,000
3 Applicant Meetings	This task assumes six meetings with the Plan Participants. Staff time includes attendance at all meetings and preparation of presentations for the Principal Biologist and attendance at three meetings for the Staff Biologist/Assistant Project Manager. As the HCP process becomes closer to being finalized, we anticipate more interaction with the Applicants to prepare them for the implementation phase. We also anticipate further coordination with them in the development of the Operations and Maintenance RGP.	60	\$12,000
4 Final Revision of Fees	Update of cost spreadsheets. Final recalculation of fees to ensure that funding for the HCP is adequate. We do not anticipate major modifications to avoidance, minimization, and mitigation measures.	75	\$12,000
5 Final HCP Edits and Production	This task will be to incorporate public comments on the public draft HCP. This task includes preparation of one complete camera ready copy; this scope does not include reproduction of hard copies of the HCP	200	\$32,000
6 HCP Implementation Training	This task facilitates implementation of the HCP once it is approved. Work includes updating current draft implementation handbooks for all 13 Plan Participants based on the Final HCP. The task for 2023-2024 includes updates to the Geobrowser to track habitat loss/gain. We also include budget for ongoing maintenance of the Geobrowser. Maintenance for this year might involve replacing the parcel layer currently in use in the Geobrowser with an updated version. In addition, LSA will update Critical habitat figures and acreage tables for development of the Biological Opinion (BO). Finally, we will revise Plan Participant handbooks and tables.	300	\$48,000

7 HCP EIR/EIS Coordination

Assuming that the EIR/EIS is largely finished, this requires providing the species impacts information and figures and reviewing the revised version for consistency edits.	120	\$19,200
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8 Finalize 2081 Permit

This task involves making substantial final revisions to the 2081 and continued coordination and support to USFWS and CDFW for issuance of a 2081 permit. We anticipate incorporating considerable final edits and addressing comments from the CDFW.	120	\$19,200
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9 Regional General Permit (RGP) for Operation and Maintenance (O&M) Activities

The RGP is largely ready for issuance implementation but requires LSA to make consistency updates with the HCP in 2023. The primary remaining task is to process the application to the State Board for the 401 certification.	80	\$12,800
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10 Letter of Permission (LOP) or RGP for Development Activities

This task addresses the continued work with US Army Corps of Engineers and State Water Resources Control Board to integrate the HCP with the 404 permit process and 401 certification process for new development activities. We anticipate this task will lead to a simplified and expedited wetland fill permit process involving a letter of permission or LOP or RGP that should cover all or most of the urban development within Plan Participant's jurisdictions.	450	\$72,000
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11 Public Meetings

This task assumes two public meetings to introduce the Draft HCP to the general public and attendance at two public hearings on the Draft EIR/EIS. Staff time includes attendance at each meeting and preparation of presentations for the Principal Biologist.	60	\$12,000
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12 King Ranch Conservation Easement Compliance

This task involves the compliance monitoring for the SCWA held conservation easement on King Ranch. This task includes annual compliance monitoring tasks for Fall 2023.	35	\$5,600
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13 Mitigation Lands Evaluation

This task includes continues the work with the ecological restoration team to plan, study, and implement various restoration projects on Peterson Ranch and other sites. These studies include riparian restoration, marshland connectivity restoration, burrowing owl nest establishment, and ground squirrel translocation.	400	\$64,000
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14 Petersen Ranch Bank Agreement

This task involves preparation of the necessary documents to establish Petersen Ranch as a multi-agency approved mitigation bank to allow wetland restoration and preservation on the Ranch to satisfy US Army Corps of Engineers and Regional Water Quality Control Board mitigation requirements for waters of the US and State as well applicable HCP covered species. Documents to be provided include a prospectus, draft Interim and Long-term Management Plan, preliminary restoration plan, endowment costs, draft conservation easement, Phase 1(no sampling) Report, Minerals Assessment, and Title Report. LSA will also coordinate with the applicable agencies and conservation easement holder (assumed to be the Solano Land Trust).

800 \$144,000

15 Miscellaneous Tasks

This task is to address unanticipated needs for additional studies, research, additional meetings etc.

120 \$19,200

16 Reimbursable Expenses

Mileage, copying, printing, plotting, GIS use fees, etc.

\$15,000

Total budget

2,970 \$517,000

HOURLY BILLING RATES EFFECTIVE JUNE 2022

Job Classification							Hourly Rate Range ^{1,2}
Planning	Environmental	Transportation	Air/Noise	Cultural/ Paleontological Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$180–400
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$130–250
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist/Noise Engineer	Senior Cultural Resources Manager/Paleontologist	Senior Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Senior GIS Specialist	\$115–200
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist/Noise Engineer/Climate Change Specialist	Cultural Resources Manager/Archaeologist/Architectural Historian/Paleontologist	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	GIS Specialist	\$85–165
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Assistant GIS Specialist	\$85–125
Field Services							
Senior Field Crew/Field Crew							\$85–105
Office Services							
Graphics							\$125–150
Marketing							\$115–195
Office Assistant							\$85–135
Project Assistant							\$105–135
Research Assistant/Intern							\$75
Word Processing/Technical Editing							\$105–130

¹ The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at \$400 per hour regardless of job classifications.

² Hourly rates are subject to review at least annually, on or about June 1 of each year, and may be adjusted to reflect changing labor costs at LSA's discretion at that time.

LSA IN-HOUSE DIRECT COSTS EFFECTIVE JUNE 2022¹

Description	Unit Cost	Description	Unit Cost
Reproduction (8.5 x 11) B/W	\$0.07 per page	Total Station Surveying Instrument	\$50.00 per day
Reproduction (8.5 x 11) Color	\$0.40 per page	Level (Laser or Optical)	\$25.00 per day
Reproduction (11 x 17) B/W	\$0.10 per page	Laser Rangefinder	\$25.00 per day
Reproduction (11 x 17) Color	\$0.75 per page	Sound Meter	\$75.00 per day
CD Production	\$5.00 per CD	Sound Meter with Velocity Transducer	\$85.00 per day
USB Flash Drive	\$5.00 per drive	Aerial Photo	Cost
Plotting	\$3.75 per sq ft	Boat Rental	\$125.00 per day
Aerial Drone	\$200.00 per day	Water Quality Meter	\$25.00 per day
Mileage On-Road	Current federal rate	Night Vision Goggles	\$50.00 per unit per night
Mileage Off-Road	Current federal rate	Wildlife Camera	\$25.00 per day
GPS Unit	\$75.00 per day		

¹ Direct costs shall be reimbursed at cost plus 10 percent.

Name of Project: **Groundwater Services**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Contractor)

THIS AGREEMENT, **effective July 14, 2023**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Luhdorff & Scalmanini Consulting Engineers**, hereinafter referred to as "Contractor."

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

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$288,910** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month. **Invoices that are over 6 months old will not be approved or paid by the Agency. In no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.**

Every invoice shall specify hours worked for each task identified in Exhibit A undertaken. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

Each invoice shall be accompanied by a spreadsheet showing, by month, costs incurred to date for the project broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each task, budget amounts, total expended and remaining amounts. The spreadsheet shall show a subtotal for

each fiscal year covered by the contract. Any amendments to the contract shall be listed and incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2024**, as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

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

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

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

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

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

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

7. **INDEMNIFY AND HOLD HARMLESS**

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

8. **INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

9. **COMPLIANCE WITH LAW**

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

10. **RECORD RETENTION**

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

11. **OWNERSHIP OF DOCUMENTS**

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

12. **SUBCONTRACT AND ASSIGNMENT**

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

13. **NONRENEWAL**

The Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by the Contractor under this Agreement will be purchased by the Agency under a new agreement following expiration or termination of this Agreement, and waives all rights or

claims to notice or hearing respecting any failure to continue purchase of all or any such services from the Contractor.

14. **NOTICE**

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

AGENCY

Chris Lee, General Manager
Solano Subbasin Groundwater Sustainability Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

CONTRACTOR

Vicki Kretsinger Grabert, President
500 First Street
Woodland, CA 95695

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

Solano County Water Agency
a Public Agency

Luhdorff & Scalmanini Consulting Engineers

By: _____
Chris Lee
General Manager

By: _____
Vick Kretsinger Grabert,
President

FOR SCWA USE ONLY

Contract Period: July 1, 2023 to June 30, 2024
File Number: AG-L-4
Account Manager: C.Lee
G/L Account #: 6611AC
Job Cost #: 1704
Contract Type: Professional Services

EXHIBIT A

SCOPE OF SERVICES

Scope of Work

SCWA requires continued assistance with groundwater management which will augment and coordinate with efforts led by the Solano Subbasin Groundwater Sustainability Agency (Solano GSA).

Tracking of Local Groundwater and Interconnected Surface Water Conditions

SCWA requires continued updates and analysis on surface water/groundwater data from dedicated monitoring wells in the vicinity of Putah Creek.

Data Management System Maintenance and Data Visualization

SCWA requires continued ongoing maintenance of the Data Management System, which was developed to support the dissemination of key information on groundwater conditions in Solano County (in coordination with Solano GSA).

Evaluation and Improvements to Data for Consumptive Use and Applied S

SCWA requires continued acquisition of data analysis from ground based ET sensors and SW points of diversion, and development of maps showing places of use and total consumptive use (in coordination with Solano GSA).

Well Inventory

SCWA requires expansion of the desktop inventory of likely active well locations and characteristics in key areas across Solano County (in coordination with Solano GSA and Solano County).

Stormwater Management and Enhanced Recharge Projects Technical Support

SCWA requires technical support in planning efforts related to implementation of stormwater management projects, enhanced recharge projects, and multi-benefit projects to mitigate flooding and drainage issues (in coordination with Solano GSA and other regional partners).

Deliverables

Updated Data Management System

Maps-SW Points of Diversion, Consumptive Use

Well Inventory

March 22, 2023
File No. 23-1-045

Mr. Chris Lee
Interim General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

SUBJECT: 2023-2024 Groundwater Services – Solano County Water Agency

Dear Mr. Lee:

In response to your request, Luhdorff & Scalmanini, Consulting Engineers (LSCE) is pleased to provide this letter describing groundwater management assistance to be completed during Fiscal Year 2023-2024 spanning July 1, 2023 through June 30, 2024 to address needs related to groundwater management in Solano County and the Solano Subbasin. This scope provides support to the Solano County Water Agency (SCWA) in augmenting and coordinating with groundwater management efforts led by the Solano Subbasin Groundwater Sustainability Agency Collaborative (Solano Collaborative) occurring as part of implementation of the Solano Subbasin Groundwater Sustainability Plan (GSP).

This scope of work describes the following tasks:

- Task 1: Tracking of Local Groundwater and Interconnected Surface Water Conditions
- Task 2: Data Management System Maintenance and Data Visualization
- Task 3: Evaluation and Improvements to Data for Consumptive Use and Applied Surface Water
- Task 4: Well Inventory
- Task 5: Stormwater Management and Enhanced Recharge Projects Technical Support
- Task 6: On-Call Groundwater Management Technical Assistance

Task 1: Tracking of Local Groundwater and Interconnected Surface Water Conditions

LSCE will perform ongoing evaluation of the occurrence and causes related to localized groundwater level declines in the northwestern part of the Solano Subbasin. The Northwest Focus Area was identified in the Solano Subbasin GSP as an area of special interest and attention because of declines in groundwater levels that have occurred over the historical base period evaluated in the GSP. This task will include coordination with Yolo Subbasin on efforts to understand changes in land use conditions and water demands in the area of northwestern Solano Subbasin and southeastern Yolo Subbasin and how any changing water demands may relate to changing groundwater levels in the Northwest Focus Area. LSCE will also provide technical support and coordination with the Dixon and Solano Resource

Conservation Districts (RCDs) on targeted outreach related to potential recharge opportunities in the northwestern part of the Solano Subbasin. Continued evaluation of groundwater conditions in the Northwest Focus Area is highlighted in the Solano Subbasin GSP as a key interest in the Subbasin and understanding conditions (i.e., hydrogeologic, land use, water supply) associated with groundwater level declines in this part of the Subbasin and is critical for maintaining sustainable groundwater management and avoiding undesirable results in the Subbasin.

Monitoring groundwater conditions as they relate to surface water depletions and groundwater dependent ecosystems is a key part of ensuring groundwater sustainability in the Solano Subbasin. This task includes performing updates to monitoring data from shallow wells in the vicinity of Putah Creek and analysis of monitoring data related to surface water-groundwater interactions. New dedicated monitoring wells were installed along Putah Creek and also near Lindsey Slough in 2021 and 2022 through Technical Support Services (TSS) provided by DWR. These TSS wells were installed to fill data gaps in the GSP monitoring and are planned for inclusion in the GSP representative monitoring sites (RMS) network. Monitoring in these wells will complement monitoring data from shallow seepage monitoring wells installed along the Creek in 2020 to support understanding of groundwater conditions as they relate to seepage from Putah Creek. Because of the dynamically changing nature of groundwater-surface water interactions along Putah Creek, review and assessment of conditions related to groundwater-surface water interconnectivity in this area of the Subbasin are very important.

This task will also include support related to implementing additional monitoring along Putah Creek east of Stevenson's Bridge Road and coordination of efforts to identify additional ISW monitoring sites and consideration of opportunities for engaging support from DWR through DWR's TSS program.

Task 2: Data Management System Maintenance and Data Visualization

A groundwater data management system (DMS) has been maintained by SCWA for use in tracking groundwater conditions in the County and in Solano Subbasin. This DMS was used during development of the Solano Subbasin GSP and maintaining a DMS is a requirement of the Sustainable Groundwater Management Act (SGMA) and is described in the Solano Subbasin GSP. This task includes maintaining the existing DMS in a cloud environment to satisfy the security, data backup, and other performance needs for storing critical data for analysis and reporting related to the GSP implementation and other groundwater management activities in Solano County. Task 2 also includes continuing ongoing DMS maintenance and data visualization and interactivity development to support the dissemination of key information on groundwater conditions in Solano County, including in the Solano Subbasin, to water resources managers and the public. Additional DMS and data visualization may occur and would be coordinated with Solano Subbasin GSA.

Task 3: Evaluation and Improvements to Data for Consumptive Use and Applied Surface Water

This task will involve review and acquisition of data available from ground-based ET sensors (CIMIS or private data) for use in identifying an appropriate algorithm of OpenET data for estimating consumptive

use of water. LSCE will coordinate with local RCDs and the Irrigated Lands Regulatory Program (ILRP) to assemble local data on ET, land use, and cropping for relating to OpenET data. Task 3 will include continued desktop inventory of surface water points of diversion, place of use, and time-series diversion volumes in the Solano Subbasin and Solano County. The diversion inventory steps will be completed in coordination with efforts occurring by Solano County and will include implementing diversion inventory workplan steps previously developed. LSCE will develop maps and GIS feature datasets representing surface water points of diversion and places of use mapped during initial desktop diversion inventory. The task will include conducting comparisons of total consumptive use, applied surface water, and refined irrigation well locations (developed through completion of well inventory tasks and other tasks coordinated with the Solano Subbasin GSA) to estimate irrigated areas utilizing groundwater based on the initial data products developed through this task. These comparisons will highlight areas of uncertainty or interest in the existing data for further investigation.

Task 4: Well Inventory

Task 4 will include expanding the desktop inventory of likely active well locations and characteristics (e.g., type, depth, screened interval, age) in key areas of the County, including in the Northwest Focus Area and other areas of interest. A well inventory was a potential Project and Management Action noted in the Solano Subbasin GSP and will improve understanding and managing groundwater resources in the Solano Subbasin and Solano County. The task will be completed in coordination with efforts occurring by Solano County and will include implementing well inventory workplan steps previously developed.

During completion of Task 4 LSCE will develop maps and GIS feature datasets representing likely active wells mapped during the initial desktop inventory. These well information data will be used to compare with estimates of total consumptive use and applied surface water estimates (developed through completion of surface diversion inventory task and other tasks coordinated with the Solano Subbasin GSA) to assess irrigated areas utilizing groundwater. The comparisons will identify areas of uncertainty or interest for further investigation.

Task 5: Stormwater Management and Enhanced Recharge Projects Technical Support

This task will involve providing technical support in planning efforts related to implementation of stormwater management projects, enhanced recharge projects, and multi-benefit projects to mitigate local flooding and drainage issues and enhance recharge of the groundwater system in Solano County, including in the Northwest Focus Area of the Solano Subbasin. The task includes continued development of maps and other outreach materials to support exploration of project concepts; compilation, refinement, and assessment of key datasets on hydrogeology, groundwater and surface water conditions, water infrastructure, and other key project planning considerations for evaluating project potential and feasibility. Technical support will also consist of coordination with local entities responsible for water management in the County, including with activities associated with the Solano County One-Water Framework planning currently underway.

Task 6: On-Call Groundwater Management Technical Assistance

Through this task, LSCE will provide technical assistance, as requested, to support groundwater management efforts, including efforts related to implementation of SGMA and the Solano Subbasin GSP. Services may include:

- Participation in stakeholder meetings and preparatory meetings in advance of stakeholder meetings
- Continued development of maps and other outreach materials to support stakeholder education and engagement efforts as part of facilitation services led by others
- Other groundwater-related technical assistance as needed

Cost Estimate

Table 1 details the estimated cost for the recommended activities proposed in Tasks 1 through 6. The estimated cost to complete these tasks is \$288,910. These tasks are recommended to ensure sustainable conditions in Solano County and Solano Subbasin are maintained and to support ongoing improvements to the understanding of groundwater conditions and engagement with stakeholders that will benefit long-term management. Funding requests to support efforts associated with Tasks 1 through 5 were included in the DWR Proposition 68 Round 2 GSP implementation grant application submitted in December 2022. Although the draft grant award announcements are not anticipated until June 2023 or later, the initiation of these tasks during Fiscal Year 2023-2024, which represent early steps in completion of the broader tasks described in the grant application, will greatly benefit the Subbasin's GSP implementation efforts, and should be considered.

The current LSCE Schedule of Fees is enclosed for your reference. In the event that SCWA requests out-of-scope work and additional funds are needed to complete the task(s), SCWA will be contacted before proceeding with further work.

If you have any questions, or wish to discuss any of the above, we would be pleased to respond.

Sincerely,

LUHDORFF & SCALMANINI
CONSULTING ENGINEERS



Nick Watterson, PG, CHG
Principal Hydrogeologist



Vicki Kretsinger Grabert
Senior Principal Hydrologist

Enclosures:

Table 1 – Cost Estimate
LSCE Schedule of Fees

EXHIBIT B
RATE OF COMPENSATION

Table 1

Cost Estimate: Groundwater Services — Solano County Water Agency --Fiscal Year 2023-2024

Task Description		Hours						Cost			
		Sr. Prin. Hydrol.	Prin. Hydrogeologist	Pjt. Hydro./ Geol.	Staff Hydro./ Geol.	GIS/ Data Tech.	Clerical	LSCE	Outside Services ¹	Subtask	Task
Billing Rate (\$/hr)		\$247	\$236	\$170	\$160	\$145	\$100				
Task 1 – Tracking of Local Groundwater and Interconnected Surface Water Conditions											
Task 1.1	Ongoing updates and analysis of surface water/groundwater data from dedicated SGMA MWs and Other MWs in vicinity of Putah Creek.	16	24	40				\$16,416		\$16,416	
Task 1.2	Coordination related to implementing additional monitoring along Putah Creek east of Stevenson's Bridge Road; includes support and coordination in identifying additional monitoring sites and consideration of collaboration opportunities through DWR's TSS program.	24	24	40				\$18,392		\$18,392	
Task 1.3	Tracking of groundwater conditions in the Northwest Focus Area. Conduct ongoing evaluation of occurrence and causes of localized groundwater level declines. Coordination with Yolo Subbasin; coordinate with Dixon and Solano RCDs on targeted actions and potential recharge opportunities.	16	24	40				\$16,416		\$16,416	
Task Total											\$51,224
Task 2 – Data Management System Maintenance and Data Visualization (to be coordinated with Solano Subbasin GSA scope activities)											
Task 2.1	Continue ongoing DMS maintenance and data visualization development to support the dissemination of key information on groundwater conditions in Solano County, including in the Solano Subbasin, to water resources managers and the public. Additional DMS and data visualization may occur and would be coordinated with Solano Subbasin GSA.	8	32	24		200		\$42,608		\$42,608	
Task Total											\$42,608
Task 3 – Evaluation and Improvements to Data for Consumptive Use and Applied Surface Water (to be coordinated with Solano Subbasin GSA scope activities)											
Task 3.1	Review and acquisition of data available from ground-based ET sensors (CIMIS or private data) for use in identifying appropriate algorithm of OpenET data for estimating consumptive use of water. Coordination with RCDs and ILRP program to assemble local data on ET, land use, and cropping for relating to OpenET data.		12	40				\$9,632		\$9,632	
Task 3.2	Continued desktop inventory of SW points of diversion, place of use, and time-series diversion volumes in the Solano Subbasin and Solano County. The task will be completed in coordination with efforts occurring by Solano County and will include implementing diversion inventory workplan steps previously developed.	4	20	120	40			\$32,508		\$32,508	
Task 3.3	Develop maps and GIS feature datasets representing SW points of diversion and places of use mapped during initial desktop diversion inventory. Compare total consumptive use, applied SW, and refined irrigation well locations (developed through completion of well inventory tasks and other tasks included in the Solano Subbasin GSA scope) to estimate irrigated areas utilizing groundwater. Identify areas of uncertainty and/or for further investigation.	4	10	40	40			\$16,548		\$16,548	
Task Total											\$58,688

Table 1

Cost Estimate: Groundwater Services — Solano County Water Agency --Fiscal Year 2023-2024

Task Description		Hours						Cost			
		Sr. Prin. Hydrol.	Prin. Hydrogeologist	Pjt. Hydro./ Geol.	Staff Hydro./ Geol.	GIS/ Data Tech.	Clerical	LSCE	Outside Services ¹	Subtask	Task
Billing Rate (\$/hr)		\$247	\$236	\$170	\$160	\$145	\$100				
Task 4 – Well Inventory											
Task 4.1	Expanding desktop inventory of likely active well locations and characteristics (e.g., type, depth, screened interval, age) in key areas of the County, including in the NW Focus Area and other areas of interest. A well inventory was a potential PMA noted in the Solano Subbasin GSP and will improve understanding and managing GW resources in the Solano Subbasin and Solano County. The task will be completed in coordination with efforts occurring by Solano County and will include implementing well inventory workplan steps previously developed.	12	40	80	200			\$58,004		\$58,004	
Task 4.2	Develop maps and GIS feature datasets representing likely active wells mapped during the initial desktop inventory. Compare well information with estimates of total consumptive use and applied SW estimates (developed through completion of surface diversion inventory task and other tasks included in the Solano Subbasin GSA scope) to assess irrigated areas utilizing groundwater. Identify areas of uncertainty and/or for further investigation.	4	10	20	80			\$19,548		\$19,548	
Task Total											\$77,552
Task 5 – Stormwater Management and Enhanced Recharge Projects Technical Support											
Task 5.1	Providing technical support in planning efforts related to implementation of stormwater management projects, enhanced recharge projects, and multi-benefit projects to mitigate local flooding and drainage issues and enhance recharge of the groundwater system in Solano County, including in the NW Focus Area of the Solano Subbasin. Includes continued development of maps and other outreach materials to support exploration of project concepts; compilation, refinement, and assessment of key datasets on hydrogeology, groundwater and surface water conditions, water infrastructure, and other key project planning considerations for evaluating project potential and feasibility. Coordination with local entities responsible for water management in the County, including with activities associated with the Solano County One-Water Framework planning currently underway.	40	80	80		40		\$48,160		\$48,160	
Task Total											\$48,160
Task 6 – On-Call Groundwater Management Technical Assistance											
Task 6.1	Performing on-call tasks as requested, including continued development of maps and other outreach materials to support stakeholder education and engagement efforts, participation in meetings, and other tasks.	18	12	20				\$10,678		\$10,678	
Task Total											\$10,678
Totals		146	288	544	360	240	0	\$288,910	\$0		\$288,910

1. Includes outside services fee of 5%.

Note: As in previous years, the direct contract between SCWA and UNAVCO for ongoing maintenance, data management, and reporting related to the two CORS subsidence monitoring stations is not included in this budget but should be included in SCWA's annual budget for the coming fiscal year.



**Luhdorff &
Scalmanini**
Consulting Engineers

500 FIRST STREET • WOODLAND, CA 95695

2023 SCHEDULE OF FEES

ENGINEERING AND RELATED FIELD SERVICES

Professional*

Senior Principal	\$247/hr.
Principal Professional.....	\$236/hr.
Supervising Professional	\$228/hr.
Senior Professional	\$190 to 210/hr.
Project Professional	\$165 to 175/hr.
Staff Professional	\$145 to 160/hr.

Technical

Engineering Inspector	\$145/hr.
ACAD DMS/GIS.....	\$145/hr.
Engineering Assistant.....	\$120 to 145/hr.
Scientist.....	\$120 to 145/hr.
Technician.....	\$120 to 145/hr.

Project Admin Support

Word Processing, Clerical.....	\$94/hr.
Digital Communications Specialist	\$105/hr.
Project Admin/Accounting Assistant	\$110/hr.

Vehicle Use	\$0.655/mi(or curr. IRS rate)
Subsistence	Cost Plus 15%
Groundwater Sampling Equipment (Includes Operator)	\$170.00/hr
Copies	\$0.20 ea.
Professional or Technical Testimony	200% of Regular Rates
Technical Overtime (if required)	150% of Regular Rates
Outside Services/Rentals	Cost Plus 15%
Services by Associate Firms	Cost Plus 15%

* Engineer, Geologist, Hydrogeologist, and Hydrologist

Name of Project: **Government Relations**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Contractor)

THIS AGREEMENT, **effective July 14, 2023**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Reeb Government Relations**, hereinafter referred to as "Contractor."

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

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$120,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month. Invoices that are over 6 months old will not be approved or paid by the Agency. **In no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.**

Every invoice shall specify hours worked for each task identified in Exhibit A undertaken. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

Each invoice shall be accompanied by a spreadsheet showing, by month, costs incurred to date for the project broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each task, budget amounts, total expended and remaining amounts. The spreadsheet shall show a subtotal for

incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2024**, as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

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

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

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

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

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

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

7. **INDEMNIFY AND HOLD HARMLESS**

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

8. **INSURANCE**

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

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

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations,

property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Solano County Water Agency) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Solano County Water Agency, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Solano County Water Agency has received a waiver of subrogation from the insurer.

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

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

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

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

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

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

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

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

9. **COMPLIANCE WITH LAW**

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

10. **RECORD RETENTION**

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

11. **OWNERSHIP OF DOCUMENTS**

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

12. **SUBCONTRACT AND ASSIGNMENT**

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

13. **NONRENEWAL**

The Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by the Contractor under this Agreement will be purchased by the Agency under a new agreement following expiration or termination of this Agreement and waives all rights or

claims to notice or hearing respecting any failure to continue purchase of all or any such services from the Contractor.

14. **NOTICE**

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

AGENCY

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

CONTRACTOR

Reeb Government Relations
1415 L. Street, Suite 870
Sacramento, CA 95814

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

Solano County Water Agency
a Public Agency

By: _____
Chris Lee
General Manager

By: _____
Robert Reeb

FOR SCWA USE ONLY

Contract Period: July 1, 2023 to June 30, 2024
File Number: AG-R-12
Account Manager: C.Lee
G/L Account #: 6125AC/6128N
Job Cost #: 1353
Contract Type: Professional Services

EXHIBIT A

SCOPE OF SERVICES

Scope of Work

SCWA requires continued assistance with state government advocacy.

Development of State Advocacy Strategic Plan

SCWA requires updating to its Annual Legislative Platform, which would include a list of priorities for the second year of the 2023-2024 Regular Session of the Legislature. SCWA also requires advice and strategic guidance on how to advance the Agency's interests. SCWA also seeks continued support in fostering relationships with government agencies that fund and regulate programs important to the Agency.

Implementation of State Advocacy Strategic Plan

SCWA requires assistance to identify and act to obtain funding for Agency capital improvement projects. SCWA also requires assistance with reviewing legislation under consideration, proposed and adopted administrative rules and regulations, and other developments bearing on its policies and projects. SCWA also requires assistance on maintaining a positive relationship with the Governor's office, State Legislature, and state agencies relevant to its programs.

Support Agency Officials

SCWA requires coordination for Agency officials to meet with key members of the Legislature and their staff, state agencies, and other key stakeholders during visits to Sacramento or other parts of the state. SCWA will also require opportunities for Agency officials to provide testimony to the Legislature's committees and agency regulatory hearings.

Deliverables

Annual Legislative Platform

Regular Attendance and Updates on Legislative Matters at SCWA BOD Meetings, SCWA Legislative Meetings, and other meetings as needed

VENDOR PROPOSAL

MEMORANDUM

MAY 18, 2023

TO: Chris Lee, General Manager
Solano County Water Agency

FROM: Bob Reeb
Reeb Government Relations, LLC

SUBJECT: Scope of Services and Contract Renewal

Reeb Government Relations proposes to continue to provide Solano County Water Agency with the following scope of services:

Develop State Advocacy Strategic Plan

- Participate with Agency staff and the Board of Directors to update the Annual Legislative Platform, including development of a list of priorities for the second year of the 2023-24 Regular Session of the Legislature, and provide advice and strategic guidance on how to advance the Agency's interests.
- Assist Agency staff and the Board of Directors throughout the term of the engagement to identify issues that could affect the Agency, and recommend opportunities where the Agency can collaborate with other water and wastewater agencies or associations to shape State policies and regulations in order to advance the Agency's interests. Our firm will continue to be engaged in the work of the Association of California Water Agencies; California Municipal Utilities Association; WaterReuse Association, California Chapter; California Special Districts Association (and the Public Works Coalition), and State Water Contractors, and will integrate our representation of the Agency into the work of those associations and their members.
- Assist Agency staff and the Board of Directors to develop relationships with the governmental agencies that regulate and fund programs such as water and wastewater infrastructure, dam safety, fisheries restoration, infrastructure rehabilitation and replacement, and environmental issues and programs. Assist the Agency to develop meaningful relationships with legislative and executive branch personnel that can assist in bringing state financing to the Agency. This task will include monitoring and informing the Agency about state funding opportunities that have the potential to benefit Agency programs or projects, including direct funding and competitive grants. This task also will involve influencing the nature of project and program funding that may be included in legislative general obligation bond proposals. Key state agencies and staff to schedule briefings on issues of concern and importance to Agency's strategic goals and objectives will

include the Department of Water Resources, State Water Resources Control Board, Department of Fish and Wildlife, and Department of Parks and Recreation, among others.

Implement State Advocacy Strategic Plan

- Identify and aggressively act to obtain funding for Agency capital improvement projects. We rely on List Serve subscriptions for all pertinent state agencies, departments, boards, and commissions to keep informed of funding opportunities as well as the development of guidelines that are relied on to direct funding to local agencies. Engagement on the latter improves the probability of Agency projects not only being eligible for funding, but improves the probability of securing funding.
- Review legislation under consideration, proposed and adopted administrative rules and regulations, and other developments for the purpose of advising the Agency of issues that may have a bearing on its policies and projects.
- Assist the Agency to develop and maintain a positive relationship with the Governor's office, State Legislature, State Water Resources Control Board, California Environmental Protection Agency, the Division of Safety of Dams in the Department of Water Resources, the Natural Resources Agency, and other State agencies. The purpose of such relationships is to support the Agency's objectives to secure grants and low interest loans, influence the development of regulations, and influence the development of state policy through legislation. To accomplish this task, we will coordinate meetings with State Legislators and agency department leaders to provide the Agency with the opportunity to meet face-to-face with key decision-makers on pertinent issues. This task will also include assistance in the development of briefing materials and talking points for meetings and phone calls with all state officials.
- Provide legislative and regulatory advocacy, as needed, or to promote the Agency's position on legislation and regulatory matters of interest. Assisting the Agency to leverage its membership in associations will be an important part of this implementation task. We will convey the Agency's position on legislation and water issues to its legislative delegation and key water related staff, as well as to appropriate state agencies, departments, boards, and the Governor's Office. We will do so in consultation with the Agency's General Manager and other staff, identifying opportunities for direct communication between the Agency and state officials.
- Generate support for Agency priorities and issues including negotiations with stakeholders, preparing and securing, from interested parties, position letters for high priority legislation and issues, and preparing and giving, as necessary, testimony.
- Provide written and oral reports to the Agency's Legislative Committee and Board of Directors, as requested, and on a more often to the General Manager, on key issues, regulatory actions and hearings, grants efforts, and legislative committee activity during the legislative session. These reports will include state budget actions of interest to the Agency.

- Maintain ongoing liaison with the Agency's state legislative delegation to keep delegation members advised of the Agency's position on legislation, issues and where appropriate, generate support for all high priority issues.
- Maintain ongoing working relationships and provide communication with key legislative, policy committee and administration staff members.

Support Agency Officials Traveling on Agency Business

- Schedule meetings for Agency officials with key members of the Legislature and their staff, state agencies and other key stakeholders during visits to Sacramento or other parts of the state. We will attend meetings in Sacramento and, upon request by the Agency, attend meetings in other parts of the state. This task will include assisting Agency staff to facilitate the efficient and effective conduct of business in Sacramento by providing logistical support, including access to office space.
- Request opportunities for Agency officials to provide testimony to the Legislature's committees and agency regulatory hearings, focusing on opportunities to participate in interim and informational hearings.

Proposed Cost of Services

Reeb Government Relations proposes a total cost of \$120,000 for the scope of work to be provided under a July 1, 2023 to June 30, 2024, 12-month contract. The proposed total cost constitutes a not-to-exceed dollar limit and is proposed to be payable in monthly increments of \$10,000. Travel and other incidental costs, upon prior approval by the District, would be invoiced at cost and supported by expenditure documentation.

The proposed cost of services represents a 5.2 percent increase over the initial contract in 2020.

EXHIBIT B

RATE OF COMPENSATION

Reeb Government Relations proposes a total cost of \$120,000 for the scope of work to be provided under a July 1, 2023 to June 30, 2024, 12-month contract. The proposed total cost constitutes a notto-exceed dollar limit and is proposed to be payable in monthly increments of \$10,000. Travel and other incidental costs, upon prior approval by the District, would be invoiced at cost and supported by expenditure documentation.

12

Name of Project: **Low Income and Senior Water Efficiency Upgrades**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 14, 2023**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Richard Heath & Associates, Inc. (RHA)**, hereinafter referred to as "Contractor."

The Agency requires services for **Low Income and Senior Water Efficiency Upgrades**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$ 125,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month. *Invoices that are over 6 months old will not be approved or paid by the Agency.* **In no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.**

Every invoice shall specify hours worked for each task identified in Exhibit A undertaken. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

Each invoice shall be accompanied by a spreadsheet showing, by month, costs incurred to date for the project broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each task, budget amounts, total expended and remaining amounts. The spreadsheet shall show a subtotal for

each fiscal year covered by the contract. Any amendments to the contract shall be listed and incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2024** as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

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

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

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

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

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

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

7. **INDEMNIFY AND HOLD HARMLESS**

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

8. **INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

9. **COMPLIANCE WITH LAW**

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

10. **RECORD RETENTION**

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

11. **OWNERSHIP OF DOCUMENTS**

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

12. **SUBCONTRACT AND ASSIGNMENT**

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

13. **NONRENEWAL**

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

14. **NOTICE**

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

AGENCY

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

CONTRACTOR

Richard Heath & Associates, Inc.
590 W. Locust Ave., Suite 103
Fresno, CA 93650

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

Solano County Water Agency
a Public Agency

Richard Heath & Associates

By: _____
Chris Lee
General Manager

By: _____
Cynthia Rafferty, CEO
Richard Heath & Associates, Inc.

FOR SCWA USE ONLY

Contract Period: July 14, 2023 to June 30, 2024
File Number: AG-R-7
Account Manager: Andrew Florendo
G/L Account #: 6551 AC
Job Cost #: 2024
Contract Type: Professional Services

EXHIBIT A

SCOPE OF SERVICES

Scope of Work

SCWA requires continued assistance for enrollment, retrofit, leak tests, and the installation of highefficiency toilets and flappers.

Assessments

SCWA requires the assessment of all toilets in the home:

- Replacement Assessment: Toilets will be inspected for manufacture date and gallons per flush to determine replacement eligibility.
- Leak Test: For toilets not qualifying for replacement, a toilet dye tab will be placed in the tank for 15 minutes. If the water in the bowl shows the presence of dye coloring, the flapper is leaking and qualifies for replacement.

Installation

SCWA requires a qualified and licensed plumber to conduct the installation of toilets and flappers. Toilets and flappers will be installed in accordance with the Installation Standards for Water Conservation Measures. At all times the contractors will adhere to rigorous program guidelines for installation and site clean-up while in the customer home.

Program Management

SCWA requires management of all aspects of the Water Coordination Program, including contractor recruitment and training, badging and payment. This will include verification of the quality of services through:

- Customer Satisfaction calls: Quality assurance phone calls a minimum of 5 percent of all homes served. Customers will be asked about measure installation, site cleanup and satisfaction. The results will be compiled and included in quarterly reports.

Review of Installation Photos: The installation contractor will upload before and after photos of toilets, flange, angle stop and flapper replacements. All photos will be reviewed before payment approval to ensure work was done according to specifications.

Deliverables

Annual Report detailing replacement toilets and flapper replacements.

VENDOR PROPOSAL

STATEMENT OF WORK

RHA will provide enrollment and qualification, retrofit assessments, leak tests and the installation of high-efficiency toilets and flappers. These services will be provided to customers served by both SCWA and Pacific Gas and Electric Company's (PG&E) Energy Savings Assistance (ESA) program.

ASSESSMENTS

The Conservation Specialist (CS) will conduct an assessment of all toilets in the home:

- **Replacement Assessment:** The toilet will be inspected for manufacture date and gallons per flush to determine replacement eligibility. Toilet was built before 1994 and those with the toilet flush rate is greater than 1.6 gallons per flush qualify for retrofit. **A maximum of three toilets per household may qualify for replacement.**
- **Leak Test:** For toilets not qualifying for replacement, a toilet dye tab will be placed in the tank for 15 minutes. If the water in the bowl shows the presence of dye coloring, the flapper is leaking and qualifies for replacement.

INSTALLATION

RHA will dispatch a qualified and licensed plumber to conduct the installation of toilets and flappers. Toilets and flappers will be installed in accordance with the Installation Standards for Water Conservation Measures. At all times the contractors will adhere to rigorous program guidelines for installation and site clean-up while in the customer home.

PROGRAM MANAGEMENT

RHA will manage all aspects of the Water Coordination Program, including contractor recruitment and training, badging and payment. RHA will promptly resolve customer service issues. RHA will verify the quality of services through:

- **Customer Satisfaction calls:** Quality assurance phone calls a minimum of 5 percent of all homes served. Customers will be asked about measure installation, site cleanup and satisfaction. The results will be compiled and included in quarterly reports.
- **Review of Installation Photos:** The installation contractor will upload before and after photos of toilets, flange, angle stop and flapper replacements. All photos will be reviewed by RHA before payment approval to ensure work was done according to specifications.

Program updates will be provided during monthly check-in meetings.

EXHIBIT B

RATE OF COMPENSATION

Solano County Water Agency 2023-2024 Water Agency Conservation Program

239 Customers

Annual Program - \$125,000 Budget

Services	Labor	Estimated Materials Cost	Estimated per Unit Cost	Estimated Quantity	Total Estimated Cost	Notes
Toilet Retrofit Assessment & Dye Tab Test	\$9.98	\$0.00	\$9.98	478	\$4,770.17	On-site assessment of age and gpf of each toilet. Maximum of three toilets per home. Assumed average of two per home.
High Efficiency Toilet - Direct Install	\$209.58	\$220.00	\$429.58	239	\$102,668.83	1.6+ GPF toilets replaced with 0.8 gpf toilet billed at actual cost of materials; 50% of toilets assessed will not qualify for retrofit due to eligibility criteria. Toilets models include Niagara Stealth, ProFlo Greenlee 0.8 and HumbleBee Round 1.0 GPF.
Flange Repair	\$49.90	\$23.68	\$73.58	5	\$367.90	2% of toilets need flange repair.
Angle Stop Replacement	\$49.90	\$23.68	\$73.58	5	\$367.90	2% of toilets need angle stop repair.
Flapper Replacement	\$49.90	\$23.68	\$73.58	5	\$367.90	5% of toilets require flapper replacement.
Total Cost for Direct Customer Services					\$ 108,542.70	

Program Management		Notes
Renewal Fee	\$3,500.00	Includes new contract setup and execution, new sub-contractor agreements, and database modifications to track the new contract and update materials costs.
Management Fee - Service charge 10%	\$10,854.27	Includes customer service and issue resolution, 100% review of toilet retrofit before and after photos, subcontractor staff badge monitoring, quality assurance calls to 5% of customers per quarter, invoicing and payment monitoring, and monthly check-in calls with water agency and with program contractors.
Reporting	\$1,500.00	Three quarterly reports and one annual report
Total Fees for Program Management	\$15,854.27	

Total Estimated Water Agency Billing	\$124,396.97
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Not to Exceed Water Agency Billing Amount	\$125,000.00
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Name of Project: **Solano Water Education Program & Video Contest**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Contractor)

THIS AGREEMENT, effective **July 14, 2023**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Solano Resource Conservation District**, hereinafter referred to as "Contractor."

The Agency requires services for **Solano Water Education Program & Video Contest** ; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$ 114,160.25** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month. *Invoices that are over 6 months old will not be approved or paid by the Agency.* **In no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.**

Every invoice shall specify hours worked for each task identified in Exhibit A undertaken. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

Each invoice shall be accompanied by a spreadsheet showing, by month, costs incurred to date for the project broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each task, budget amounts, total expended and remaining amounts. The spreadsheet shall show a subtotal for

each fiscal year covered by the contract. Any amendments to the contract shall be listed and incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2024** as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

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

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

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

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

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

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

7. **INDEMNIFY AND HOLD HARMLESS**

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

8. **INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

9. **COMPLIANCE WITH LAW**

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

10. **RECORD RETENTION**

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

11. **OWNERSHIP OF DOCUMENTS**

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

12. **SUBCONTRACT AND ASSIGNMENT**

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

13. **NONRENEWAL**

The Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by the Contractor under this Agreement will be purchased by the Agency under a new agreement following expiration or termination of this Agreement and waives all rights or

claims to notice or hearing respecting any failure to continue purchase of all or any such services from the Contractor.

14. **NOTICE**

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

AGENCY

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

CONTRACTOR

Solano Resource Conservation District

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

Solano County Water Agency
a Public Agency

Solano Resource Conservation District

By: _____
Chris Lee
General Manager

By: _____
Chris Rose

FOR SCWA USE ONLY

Contract Period: July 1, 2023 to June 30, 2024
File Number: _____
Account Manager: Elise Shtayyeh
G/L Account #: 6612AC
Job Cost #: 3307
Contract Type: Prof. Services

EXHIBIT A

SCOPE OF SERVICES

Scope of Work

SCWA requires assistance for the Solano Water Education Program and Video Contest. Funding partners are the Cities of Vacaville, Fairfield, Suisun City, and Benicia, and the Fairfield-Suisun Sewer District, and Solano Irrigation District (Funding Partners). These programs provide students with locally relevant water education. Teachers are also offered a variety of resources on water, drought, and water conservation.

Solano County Water Resources Lessons

SCWA and Funding Partners require water lessons, for grade levels K-12, highlighting water conservation and Solano County drinking water sources. Lessons will include hands-on activities and various water-related mapping activities.

Solano Institute for Teachers

SCWA and Funding Partners require training to teachers for Solano County specific curriculum incorporating Project WET (Water Education Foundation Program). Project WET incorporates locally relevant water education training for K-12 teachers and emphasizes the use of next generation science standards.

Dunnel Nature Center/Local Park Field Trips

SCWA and Funding Partners require water-related curriculum in an outdoor setting for grade levels 2-5. Curriculum will include outdoor, hands-on activities through various water related stations.

Solano County School Water Education Video Contest

SCWA and Funding Partners require locally relevant and meaningful water education materials, including a video contest which focuses on water conservation.

Deliverables

Solano County Resources Curriculum

Test Your Tap Lesson and Lab Curriculum

Project WET Curriculum

Dunnel Nature Park Curriculum

SWEP Reports

Solano County Water Education Video Contest

VENDOR PROPOSAL

Program Funding

Program funding is provided by the cities of Vacaville, Fairfield, Suisun, and Benicia, the Fairfield-Suisun Sewer District, and Solano Irrigation District. Cost per year: \$114,160.25

Program Period

September – June

Goals and Objectives

Provide Solano County students with locally relevant, meaningful water education.

A. Work with county funding sources to develop, manage, and implement the School Water Education

Program, available to any class in the county.

B. Offer water education to students and teachers on Solano County's drinking water sources, drought, and water conservation.

C. Provide programming to help students and teachers develop an awareness of stormwater pollution and how to maintain the health of our local waterways.

Program Deliverables

• Solano County Water Resources Lessons

- In-class lessons that can be modified for grade levels K-12.
- Water lesson highlighting water conservation and Solano County drinking water sources.
- For younger audiences: demonstration with a hands-on, three-dimensional Enviroscope model to observe runoff water and non-point source pollution at a watershed level, coupled with a Solano County watershed mapping activity.
- For older audiences: statewide mapping activity on California water, highlighting the fact that populations are not concentrated where the water falls and that climate in California is extremely variable.
- Following the lesson, teachers receive a student water conservation challenge sheet. This worksheet allows students to keep track of how much water they use on a daily basis, highlighting the areas where students have the greatest opportunities to reduce water use.

• 'Test Your Tap' Lesson and Lab

- Two-day, in-class lesson geared toward students in grade levels 5-8.
- Students learn about the benefits of tap water users and how those uses can impact the quantity and quality of our water.

• Solano Water Institute for Teachers

- Teacher training provides teachers with Solano County-specific curriculum incorporating Project WET, an award-winning environmental education curriculum created by the Water Education Foundation. Project WET provides innovative, locally relevant water education training for k-12 teachers and emphasizes the use of Next Generation Science Standards (NGSS) and California's Environmental Education Principles and Concepts.
- Annual August Institute offered.

• Dunnell Nature Center/Local Park Field Trips

- Deliver water-related curriculum in an outdoor setting for grade levels 2-5.

- Students participate in outdoor, hands-on activities while rotating through stations. They explore Solano County water sources to learn about stormwater pollution, plus experience a creek-side nature hike. The field trip focuses on:
 - The path water takes from the highest points in the watershed and out to the ocean.
 - Impacts of trash, oil, and animal waste on runoff water.
 - Impacts of drought on our native flora and fauna.
 - Behaviors to enhance students' impact on watershed health.
- **SWEP Reports (Jan & July)**
 - Write and assemble reports including, photos, teacher feedback, lesson details and number of students participating in SWEP from each city, as well as providing information on all local agencies providing water education.
- **Solano County School Water Education Video Contest**
 - Provide Solano County students and teachers with locally relevant, meaningful water education. Work with Solano County Water Agency to organize, manage, and implement the Solano County School Water Education Video Contest with focuses on water conservation available to middle and high school classes throughout Solano County.
 - Create video theme, contest materials and establish deadlines
 - Provide county-wide promotion and outreach to middle/high schools
 - Organize student entries and conduct preliminary video screenings for judging panel
 - Coordinate prizes and certificates for winners
 - Provide award recognition with cities
 - Assemble final report

EXHIBIT B

RATE OF COMPENSATION

Position	Hourly Rate
Executive Director	136.50
Office Manager	86.50
Project Manager (KYL)	79.00
Education Director	101.50
Program Manager 1(SK)	80.50
Program Manager 2 (LA)	80.50
Assistant Manager 1 (SC)	72.50
Assistant Manager 2 (SS)	72.50
Program Assistant	36.50
Educators (\$23- \$28/hr)	41.50
Interns (\$21/hr)	29.50
Restoration Manager	90
Student Supervisor	41.50

Name of Project: **Rock Vane & Stream Restoration Support**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Contractor)

THIS AGREEMENT, **effective July 14, 2023**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and Streamwise, hereinafter referred to as "Contractor."

The Agency requires services for **Rock Vane & Stream Restoration Support**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$90,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month. *Invoices that are over 6 months old will not be approved or paid by the Agency.* **In no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.**

Every invoice shall specify hours worked for each task identified in Exhibit A undertaken. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

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

listed and incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2025** as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

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

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

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

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

6. **INDEMNIFY AND HOLD HARMLESS**

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

7. **INSURANCE**

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

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

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available,

whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Solano County Water Agency) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Solano County Water Agency, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Solano County Water Agency has received a waiver of subrogation from the insurer.

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

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

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

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

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

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

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

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

8. **COMPLIANCE WITH LAW**

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

9. **RECORD RETENTION**

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

10. **OWNERSHIP OF DOCUMENTS**

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

11. **SUBCONTRACT AND ASSIGNMENT**

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

12. **NONRENEWAL**

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

13. **NOTICE**

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

AGENCY

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

CONTRACTOR

Rick Poore, Principal/Owner
Streamwise
600 South Mount Shasta Blvd.
Mt. Shasta, CA 96067

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

Solano County Water Agency
a Public Agency

Streamwise

By: _____
Chris Lee,
General Manager

By: _____
Rick Poore,
Principal/Owner

FOR SCWA USE ONLY

Contract Period: July 1, 2023 to June 30, 2025
File Number: AG-S-11
Account Manager: Alex Rabidoux
G/L Account #: Varies (see Exhibit A)
Job Cost #: -----
Contract Type: Professional Services

EXHIBIT A SCOPE OF SERVICES

Scope of Work

SCWA requires water quality and erosion protection measures on Agency flood control facilities, Putah Creek, and Putah Creek tributaries.

Pleasants Creek Rock Vanes

SCWA requires support in maintaining and repairing the emergency Pleasants Creek Rock Vanes from the LNU Fire.

Putah Creek Inner Dam Reach Rock Vane & Stream Restoration Support

SCWA requires support in planning and constructing Rock Vanes and Stream Restoration Support in the Interdam Reach (IDR) of Putah Creek. Work may include supporting the Caltrans Hwy. 128 landslide repair and J-Hooks in Putah Creek. Additional work may include stream restoration, bank stabilization, and/or road repair within the IDR and tributaries including Thompson Canyon, Bray Canyon, Cold Canyon, and other IDR tributaries.

Road 106A and Los Rios Check Dam

SCWA requires support in planning and constructing geomorphological and channel improvements to the Road 106A Crossing, Los Rios Check Dam, Paschoal Island, City of Davis property, and Southern Realignment portion of Lower Putah Creek.

Nishikawa Restoration Project

SCWA requires support in planning and constructing geomorphological and channel improvements to the Nishikawa segment of Putah Creek, as part of the Nishikawa Restoration Project

Other Putah Creek Locations

SCWA requires support in planning and constructing geomorphological and channel improvements to other locations along Putah Creek.

Ulati Flood Control Project

SCWA requires support in planning, constructing, and maintaining Rock Vanes within the Ulati Flood Control Project system.

Deliverables

Rock vanes at Pleasant Creek

Putah Creek IDR Rock Vanes

Channel Improvements at Road 106A and Los Rios Check Dam

Nishikawa channel improvements

Rock vanes

VENDOR PROPOSAL

Task 1 – Pleasants Creek Rock Vanes \$15,000

G/L Account #: 6170SC-3314

Support in maintaining and repairing the emergency Pleasants Creek Rock Vanes from the LNU Fire.

Task 2 – Putah Creek IDR Rock Vane & Stream Restoration Support \$15,000

G/L Account #: 6170SC-5061

Support in planning and constructing Rock Vanes and Stream Restoration Support in the Interdam Reach (IDR) of Putah Creek. Work may include supporting the Caltrans Hwy. 128 landslide repair and J-Hooks in Putah Creek. Additional work may include stream restoration, bank stabilization, and/or road repair within the IDR and tributaries including Thompson Canyon, Bray Canyon, Cold Canyon, and other IDR tributaries.

Task 3 – Road 106A and Los Rios Check Dam \$10,000

G/L Account #: 6620SC-5054

Support in planning and constructing geomorphological and channel improvements to the Road 106A Crossing, Los Rios Check Dam, Paschoal Island, City of Davis property, and Southern Realignment portion of Lower Putah Creek.

Task 4 – Nishikawa Restoration Project \$30,000

G/L Account #: 6622SC (Planning | Site Prep | Construction)

Support in planning and constructing geomorphological and channel improvements to the Nishikawa segment of Putah Creek, as part of the Nishikawa Restoration Project.

Task 5 – Other Putah Creek Locations \$10,000

G/L Account #: 6620SC

Support in planning and constructing geomorphological and channel improvements to other locations along Putah Creek.

Task 6 – Ulatis Flood Control Project \$10,000

G/L Account #: 6690U

Support in planning, constructing, and maintaining Rock Vanes within the Ulatis Flood Control Project system.

The subtotals for each Task are approximate and can be increased or decreased as needed and directed by Water Agency staff. The total contract budget shall not exceed the contract limit unless a written contract amendment is issued.

EXHIBIT B

RATE OF COMPENSATION

Item	Rate
Labor	\$150 per hour
Travel	\$75 per hour (1/2 Rate)
Mileage	IRS Annual Rate
Lodging & Incidentals	At cost with receipts

Name of Project: **Sustainable Landscaping Educational Program**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Contractor)

THIS AGREEMENT, **effective July 14, 2023**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Sustainable Solano**, hereinafter referred to as "Contractor."

The Agency requires services for **Sustainable Landscaping Educational Program**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$175,013** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month. Invoices that are over 6 months old will not be approved or paid by the Agency. **In no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.**

Every invoice shall specify hours worked for each task identified in Exhibit A undertaken. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

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

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2024**, as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

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

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

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

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

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

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

7. **INDEMNIFY AND HOLD HARMLESS**

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

8. **INSURANCE**

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

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

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general

aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Solano County Water Agency) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Solano County Water Agency, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Solano County Water Agency has received a waiver of subrogation from the insurer.

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

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

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

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

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

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

Verification of Coverage – Contractor shall furnish the Solano County Water Agency with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Solano County

Water Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Solano County Water Agency reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

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

9. **COMPLIANCE WITH LAW**

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

10. **RECORD RETENTION**

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

11. **OWNERSHIP OF DOCUMENTS**

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

12. **SUBCONTRACT AND ASSIGNMENT**

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

13. **NONRENEWAL**

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

14. **NOTICE**

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

AGENCY

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

CONTRACTOR

Sustainable Solano
P.O. Box 1215
Benicia, CA 94510

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

Solano County Water Agency
a Public Agency

By: _____
Chris Lee
General Manager

By: _____
Elena Karoulina

FOR SCWA USE ONLY

Contract Period: July 1, 2023 to June 30, 2024
File Number: AG-S-27
Account Manager: C.Lee
G/L Account #: 6140 AC
Job Cost #: 2508
Contract Type: Professional Services

EXHIBIT A

SCOPE OF SERVICES

Scope of Work

SCWA requires continued assistance with the Sustainable Landscaping Educational Program.

Landscaping Industry Best Practices

SCWA requires continued assistance in identifying best management practices and keeping up with Landscaping Industry standards.

Sustainable Landscape Principles

SCWA requires continued support in incorporating sustainable landscaping principles based on secondary water, creation and sustainability of demonstration gardens, and continued exploration of water saving demonstration projects.

Workforce Development

SCWA requires continued support in developing a network of local professionals to promote educating the public on the principles of sustainable landscaping.

Outreach and Educations

SCWA requires continued support on public events and outreach on water savings techniques, secondary water use, sustainability, and water management.

Demonstration Gardens

SCWA requires continued support on hosting workshops to install demonstration gardens based on secondary water and permaculture, open and free to the public.

Deliverables

Annual Report-list of tasks completed, work performed, and discussion on elements of pilot program

**Sustainable Solano
2023-2024 Sustainable Landscaping Educational Program (SCWA)
Scope of Activities**

Task 1. Further Development of the Program

Subtask 1.1 Follow sustainable landscaping industry development

Continue to follow sustainable landscaping programs implemented by other agencies and nonprofits in California and other developments in the industry to identify successful approaches; best practices and techniques that can be incorporated into and further improve the program. Team members will attend relevant professional development and networking events.

Subtask 1.2 Safeguard and expand the use of sustainable landscaping principles developed in this program in the county

Incorporate the principals of sustainable landscaping based on secondary water to every green infrastructure program implemented by Sustainable Solano and its partners. Introduce the youth that participate in Sustainable Solano's green infrastructure youth internships to the principles of sustainable landscaping and water savings; providing hands-on education through our demonstration garden installation. Continue exploring potential water saving demonstration projects on larger land (e.g. city parks) and HOA lawn conversion. Educate other partner organizations in the county about the principles of sustainable landscaping based on secondary water. Leverage SCWA funding to increase the reach and scope of the program.

Task 2. Workforce Development

Continue networking with local professionals. Promote sustainable landscaping businesses through Sustainable Solano website and social media. Involve local professionals in educating general public on the principles of sustainable landscaping.

Task 3. General Public Outreach and Education

Subtask 3.1 Public educational events (speakers, workshops and demo garden tours)

Host public talks on water savings techniques, water budget calculation, secondary water (rainwater and laundry-to-landscape greywater), permaculture, sustainability, and the relationships between our everyday choices and a larger picture of world's sustainability. Educate, demonstrate and promote sustainable water management and sustainable gardens maintenance techniques in public education events. Host annual demonstration garden tours of previous projects open to the public.

Subtask 3.2 Demonstration Gardens

Host workshops to install demonstration gardens based on the principles of permaculture and secondary water (rainwater and laundry to landscape greywater), free and open to the public. Each demonstration garden will be based on a model "Seed Plot" adopted for the particular climate of the municipality. Each workshop will consist of the following primary principles:

- **Wise Water and Landscaping:** Class on the principles of sustainable landscape based on available secondary water; calculation of water budget; introduction of the principles of "slow it, spread it, sink it"; roof-water harvesting; and sheet mulching instead of removing to build soil, followed by a hands-on guided workshop outside.
- **Laundry-to-Landscape greywater (when feasible):** Participants will learn about the history of greywater use and current legislation; the safety principles and the California plumbing code

related to greywater; the water requirements for the existing landscape of the workshop house and the capacity of the L2L system; and the key aspects of a simple, gravity-fed L2L system installation that does not require a permit in California. The outdoor portion of the workshop will include hands-on work in the existing landscape to prepare it for greywater (small trenches, mulch basins and pipe layout) and the indoor part of installing a three-way valve in the laundry room and preparing the house wall for a pipe. The system will be tested at the end of the workshop followed by a Q&A session.

- Rainwater Barrels (as a part of the installation or a separate workshop, if feasible): The indoor part of the workshop will cover rainwater collection systems design, various forms and sizes of the barrels and sourcing the barrels in local markets; during the outdoor part of the workshop, the participants will have hands-on experience of installing at least one rain barrel.
- Plant Choices: Host a detailed discussion about the choice of plants for this demonstration garden (Mediterranean and native plants; fruit trees; ground cover's role and functions). The hands-on part of the workshop will include planting, mulching, installing a drip irrigation system and testing of all water sources: roof-water, L2L, rain barrels and drip irrigation systems. The participants will take home a handout describing the work done, the water budget calculations and local resources for education and landscaping.
- If feasible develop demonstration sites into Resilient Neighborhood to demonstrate shared sustainability water solutions.

Subtask 3.3 Continue promotion of L2L greywater

Continue to promote laundry to landscape principles and host workshops performed by independent contractors to promote greywater concept.

Subtask 3.4 Building public awareness

Continue use of educational and promotional materials and media messaging (website, social and traditional media) to promote the program. Expand video library with tools and techniques for sustainable landscaping. Continue outreach to the Spanish speaking community to access interest and offer sustainable landscape education that is appropriate. Regularly update the sustainable landscaping page at www.SustainableSolano.org with program's achievements and events. Sustainable Solano will participate in various public events and festivals throughout the county to increase awareness and visibility of the program. Promote current Solano County Water Agency Water Efficient Landscape Rebate program. All promotional materials and publications must indicate SCWA as a funder.

Task. 4 Project Management

Project management activities include bookkeeping and invoicing; hiring and supervision of staff, consultants, contractors and volunteers; managing the legal and risk management framework of the project; preparation of monthly progress reports to the SCWA summarizing work status and budget, and annual report summarizing key achievements and lessons learned from the project; attending meetings at SCWA as requested.

Perform other mutually agreed upon tasks as directed by Solano County Water Agency.

Approved Subcontractors:

David Avery, videographer

Club Stride, videographer, Vallejo Youth Empowerment organization

ShadowPower Productions, videographer

Scott Dodson, Scotty's Organic Gardening, permaculture designer and landscaper

Brennan Bird, permaculture designer and educator
John Davenport, permaculture designer and landscaper, Cali Ground Troops
Michael Wedgley, permaculture designer, Soilogical
Ojan Mobedshahi, Happy Planet Landscaping, permaculture designer and landscaper
David Mudge, David Mudge Gardens, permaculture designer and landscaper
Greywater Action (fiscal sponsor – Ecology Center of Berkeley)
Nam Nguyen, graphic design
Jaxon Shain, graphic design
Daniel De Leon, graphic design

Speakers:

David Shaw, permaculture designer, director of Common Grounds ecology center at UCSC
Lydia Neilson, permaculture designer, co-owner of Vital Cycles
Anne Friewald, permaculture designer, co-owner of Vital Cycles
John Valenzuela, permaculture designer
Denise Rushing, author, permaculture designer, farmer
Jessica Bates, permaculture designer
Lori Caldwell, Compost Gal
Kristina Fink, Lemuria Nursery (Dixon)
Joshua Burman Thayer, permaculture designer, owner of Native Sun Gardens
Other relevant regional speakers identified during the program's implementation

Deliverables to Solano County Water Agency

Annually

- Copy of most recent Tax Form 990.
- Proof of Insurance
- Annual Report of Tasks complete. The final completion report will describe the work performed as a part of the pilot program, which elements of the pilot program were successful and why, any elements of the pilot program that were not successful, and recommendations for expanding the pilot program, if appropriate.

Monthly

Sustainable Solano will invoice Solano County Water Agency on a monthly basis. The invoice will include:

- Personnel hours (name and title) of staff member, and copies of timesheets for that period (upon requests)
- Copies of invoices for all charges reflected in the invoice.
- Copies of receipts for all materials charged.
- Summary of work performed towards Tasks and Subtasks completion for that period that will include dates, locations and times of all functions

All Sustainable Solano projects and demonstration gardens will need to comply with both QWEL principles and the current Solano County Water Agency Water Efficient Landscape Rebate Terms and Conditions.

EXHIBIT B RATE OF COMPENSATION

Sustainable Solano Sustainable Landscaping Educational Program 2023-2024 Budget

Task/Activity	Rate or Unit Cost	Hours or # of Units	Cost
TASK 1: Further Development of the Program			
Sustainable Solano Personnel	<i>Hourly Rate</i>		
Executive Director	\$ 54.85	150	\$ 8,228.03
Program Manager	\$ 45.22	0	\$ -
Public Outreach Manager	\$ 46.77	0	\$ -
Other			
Professional development - personnel	\$1,000	1	\$ 1,000.00
			\$ 9,228.03

Task 2: Professional Landscapers Outreach and Education			
Sustainable Solano Personnel	<i>Hourly Rate</i>		
Executive Director	\$ 54.85	0	\$ -
Program Manager	\$ 45.22	200	\$ 9,043
Public Outreach Manager	\$ 46.77	40	\$ 1,871
			\$ 10,914

Task 3: Education for general public			
Sustainable Solano Personnel	<i>Hourly Rate</i>		
Executive Director	\$ 54.85	50	\$ 2,743
Program Manager	\$ 45.22	1760	\$ 79,580
Public Outreach Manager	\$ 46.77	300	\$ 14,030
Contractor Services			
Speakers	\$300	10	\$ 3,000
Instructors for 3 L2L full-day greywater	\$2,400	2	\$ 4,800
Landscape designer/instructor for 4	\$2,200	4	\$ 8,800
Other			
Plants and Material for Demo Garden	\$1,800	4	\$ 7,200
Promotional Expenses	\$2,500	1	\$ 2,500
Transportation/mileage to demo site	\$0.655	400	\$ 262
			\$ 122,915

80 miles a week for 5 weeks

Task 4: Project management

Sustainable Solano Personnel	<i>Hourly Rate</i>			
<i>Executive Director</i>	\$ 54.85	150	\$	8,228
Other				
<i>Office Supplies</i>	\$450	1	\$	450
<i>Telephone & Post Office Services</i>	\$450	1	\$	450
			\$	9,128

SUBTOTAL: \$ 152,185
Overhead Charges (15%): \$ 22,827.76
TOTAL: \$ 175,013

Name of Project: **Cache Slough Water Quality Monitoring**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (*Professional Services/Contractor*)

THIS AGREEMENT, **effective July 14, 2023**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Terraphase Engineering Inc.**, hereinafter referred to as "Contractor."

The Agency requires services for **Cache Slough Water Quality Monitoring**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$58,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month. **Invoices that are over 6 months old will not be approved or paid by the Agency. In no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.**

Every invoice shall specify hours worked for each task identified in Exhibit A undertaken. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

Each invoice shall be accompanied by a spreadsheet showing, by month, costs incurred to date for the project broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each

task, budget amounts, total expended and remaining amounts. The spreadsheet shall show a subtotal for each fiscal year covered by the contract. Any amendments to the contract shall be listed and incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2024** as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

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

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

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

6. **INDEMNIFY AND HOLD HARMLESS**

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

7. **INSURANCE**

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

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

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

2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Solano County Water Agency, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Solano County Water Agency has received a waiver of subrogation from the insurer.

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

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

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

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

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

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

Verification of Coverage – Contractor shall furnish the Solano County Water Agency with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Solano County Water Agency before work commences. However, failure to obtain the

required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Solano County Water Agency reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

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

8. **COMPLIANCE WITH LAW**

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

9. **RECORD RETENTION**

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

10. **OWNERSHIP OF DOCUMENTS**

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

11. **SUBCONTRACT AND ASSIGNMENT**

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

12. **NONRENEWAL**

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

13. **NOTICE**

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

AGENCY

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

CONTRACTOR

Lucas Paz, Principal Hydrologist
Terraphase Engineering Inc.
1404 Franklin Street, Suite 600
Oakland, CA 94612

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

Solano County Water Agency
a Public Agency

Terraphase Engineering, Inc.

By: _____
Chris Lee,
General Manager

By: _____
Lucas Paz,
Principal Hydrologist

FOR SCWA USE ONLY

Contract Period: July 1, 2023 to June 30, 2024
File Number: AG-T-9
Account Manager: Alex Rabidoux
G/L Account #: 6165N
Job Cost #: 6113
Contract Type: Professional Services

EXHIBIT A

SCOPE OF SERVICES

Scope of Work

SCWA requires continued assistance with Cache Slough Watershed stormwater sampling and associated water quality sampling.

Coordination and Outreach for Cache Slough Watershed Group Stakeholders

SCWA requires continued assistance in coordinating and providing outreach materials for the Cache Slough Watershed Group.

Review and Refinements of Sampling Program

SCWA requires continued assistance on implementing the water quality sampling program and well as reviewing and refining the program when necessary.

Workforce Development

SCWA requires continued support in developing a network of local professionals to promote educating the public on the principles of sustainable landscaping.

Outreach and Educations

SCWA requires continued support on public events and outreach on water savings techniques, secondary water use, sustainability, and water management.

Demonstration Gardens

SCWA requires continued support on hosting workshops to install demonstration gardens based on secondary water and permaculture, open and free to the public.

Deliverables

Surface Water Samples and Analysis for Cache Slough Watershed for 2023-2024 sampling season

EXHIBIT B

RATE OF COMPENSATION

Cost Estimate

Task 1: Project Coordination, Preparation of Project Status Summaries and Requested \$6,000
Material for SCWA and Cache Slough Watershed Group Stakeholders

Task 2: Review and Updates to the Sampling Program \$6,000

Task 3: Implementation and Documentation of 2023-2024 Water Quality Sampling \$40,000

Task 4: Project Management \$6,000

Total \$58,000

May 24, 2023

Mr. Alexander A. Rabidoux, P.E.
Principal Water Resources Engineer
Solano County Water Agency
810 Vaca Valley Parkway, #203
Vacaville, CA 95688

sent via: email

Subject: Proposal for Cache Slough Watershed Stormwater Sampling and Associated Water Quality Monitoring Services for the 2023-2024 Sampling Season, Solano County Water Agency, Solano County, California

Dear Mr. Rabidoux:

Terraphase Engineering Inc. (Terraphase) is pleased to submit this proposal to provide professional services to conduct stormwater sampling and associated services to support the water quality monitoring program for 2023-2024 sampling season within the Cache Slough Watershed as directed by the Solano County Water Agency (SCWA). The following proposed scope of work is consistent with the ongoing water quality monitoring program and will support requested water quality data collection during the 2023-2024 rainy season as directed by SCWA. A description of the proposed activities is provided in the following paragraphs.

Scope of Work

This scope focuses on the objective of compiling relevant water quality data for the Cache Slough Watershed from existing stormwater discharge sources and continued collection of targeted surface water samples. The scope may also include potential refinements to the overall sampling approach, methodology and laboratory analytical procedures, as necessary. Sampling will continue at the six selected targeted monitoring locations within the Cache Slough contributing watershed areas based on previous monitoring efforts and based on input from SCWA and stakeholders in the watershed.

Task 1: Coordination, Project Status/Reporting Summaries and Preparation of Associated Outreach Material for SCWA and Cache Slough Watershed Group Stakeholders

Terraphase will coordinate directly with SCWA on an ongoing basis throughout the year in order to select and prepare for sampling of targeted storm monitoring events. Terraphase will also provide project status/reporting summaries and be available to participate in requested meetings with SCWA and local stakeholders (City of Vacaville, SID, Dixon, etc.) as needed in order to provide updates on the program efforts, results to date and in planning and coordination of the ongoing sampling activities.

Task 2: Review and Refinements to the Sampling Program

Based on previously compiled information, including summary of data gaps and associated analyses and evaluation of previous monitoring data, Terraphase assumes the sampling plan and analytical laboratory program may require minor revisions or updates. The final 2023-2024 sampling approach will be determined in cooperation with SCWA and/or the Cache Slough Watershed Group prior to implementation.

Task 3: Implementation and Documentation of 2023-2024 (Year 14) Water Quality Sampling

Implementation of the water quality sampling program will be conducted per the previously approved sampling plan including updated analytes established during prior sampling periods. Surface water sampling will be conducted at a minimum of six representative locations within the Cache Slough watershed as directed by SCWA. Terraphase will continue to update the cumulative sampling results database to compare and evaluate current and previous sampling event results.

- A. Document six representative monitoring sites (selected during design and planning stages) and coordinate/prepare for data collection. Document available ancillary data for each monitoring site.
- B. Collect data according to specified monitoring design and protocols. Coordinate with other agencies as appropriate. Surface water samples will be collected during and/or immediately following a projected 24-hour rain event of 0.5" magnitude or higher as directed by SCWA. Optionally, one set of dry season base flow samples may also be collected at representative sampling locations during the dry/irrigation season. Samples will be placed in appropriate sample containers, capped, labeled, and stored in a sample cooler that has been chilled to 4°C. The samples will be subsequently submitted to a State certified analytical laboratory. The results of these samples will be used to assess the current conditions in the targeted tributaries and associated contributing watershed areas.
- C. Review and oversight of data-collection activities to ensure that quality assurance protocols are followed. Review data-collection activities and preliminary sampling results to ensure data are complete and meet stated purposes.
- D. Evaluate final data and prepare result summaries. This task will include data review and evaluation relative to water quality screening criteria, preparation of summary tables, and database management including archiving of data so that accuracy and precision are maintained.

Potential surface water sampling sites within the local Cache Slough contributing watershed area will include upstream contributing locations for one or more of the following areas that represent local tributary inflows to Cache Slough:

- Upper Putah Creek
- Lower Putah Creek
- Upper Ulatis Creek
- Lower Ulatis Creek

- Alamo Creek
- Upstream of Shag Slough

Potential water quality sampling locations would preferably be located above tidal influence in order to better characterize the influence of the contributing areas and to avoid confounding influences associated with tidal mixing from the greater Cache Slough and Delta system. If samples are needed in locations subject to tidal influence the samples should be taken at the end of the ebb tide and sampling, if at all possible, should be avoided during flood tide conditions.

Proposed sampling sites may be modified in coordination with SCWA based on the need for safe, accessible, easily located sites that can be clearly identified by others using field descriptions. The sites should be representative of that part of the surface water of interest and have a clear hydrologic connection with the main mass of water, i.e., circulation should not be impeded by excessive vegetation, shallow water depth, or be in a restricted embayment. The presence and proximity to other tributaries will be considered so that adequate mixing is assured if sampling downstream of a tributary is conducted.

It is proposed that surface water samples will be collected at selected sampling sites during and/or immediately following a projected 24-hour rain event of 0.5" magnitude or higher as directed by SCWA. Optional dry season base flow samples may also be collected at representative sampling locations. At a minimum all samples collected would be analyzed for a selected subset of the following as determined by SCWA and other watershed stakeholders:

- pH
- total & dissolved metals (potential parameters include mercury, copper, boron and selenium)
- dissolved oxygen
- proprietary pesticides (pesticide analytes to include a subset of Pyrethroids)
- conductivity
- total suspended solids
- ammonia and/or nitrate
- organic carbon

In addition to the above-mentioned analytes, the following analytes were sampled for in the 2022-2023 sampling season and are proposed for the 2023-2024 sampling season as well.

- Total and dissolved metals (Antimony, Arsenic, Barium, Chromium, Cobalt, Copper, Lead, Molybdenum, Nickel, Vanadium, Zinc)
- Bacteria (E. Coli, fecal and total coliform)
- Chlorophyll-a

- Nitrate, Nitrite and Phosphorus
- Pesticides: Organochlorine Pesticides, Organophosphates, and Pyrethroids
- Potassium (K), NH₄-N, Calcium, Alkalinity, Orthophosphate, TDS, TOC/DOC, PAHs

The final number of samples and target analytes will be determined in coordination with SCWA based on final data objectives and laboratory fees as the project budget permits. For example, laboratory analytical fees for Pyrethroid samples range from approximately \$450 to \$700 per sample.

Similar to previous sampling seasons, additional tests may be conducted for dissolved metals to compare results with total metals to provide an additional level of detail to characterize potential sources and contribution from particulate/sediment associated metals versus dissolved metal loading. Analysis for dissolved metals requires a maximum 24 hour hold time (for filtering) prior to delivery to the lab.

Surface water will be sampled and tested in accordance with Standard Methods for the Examination of Water and Wastewater (American Public Health Association, latest edition), EPA Methods and Guidance for the Analysis of Water (U.S. Environmental Protection Agency, 1997) and USGS methods.

Task 4: Project Management

This task includes project and account management activities including ongoing communications and interaction with SCWA and analytical laboratory sub-contractors and equipment vendors. Dr. Lucas W. Paz will serve as the primary point-of-contact between SCWA and Terraphase. As part of this task Dr. Paz will coordinate with SCWA and provide ongoing project status and budget updates. We have assumed project duration of 12 months with a limited level-of-effort for client communication, monthly budget tracking updates, and general correspondence not specified in the technical tasks described above.

Cost Estimate

The scope of work described herein will be performed on a time-and-materials, not-to-exceed basis. Based on the information currently available, the estimated cost to complete the proposed scope of work is \$58,000. Terraphase will not exceed this authorization without prior written approval of the client and will submit a change order for additional work beyond the scope of this proposal, if needed.

The following table provides a summary breakdown by task.

TASKS	COST
Task 1: Project Coordination, Preparation of Project Status Summaries and Requested Material for SCWA and Cache Slough Watershed Group Stakeholders	\$6,000.00
Task 2: Review and Updates to the Sampling Program	\$6,000.00

Task 3: Implementation and Documentation of 2023-2024 Water Quality Sampling	\$40,000.00
Task 4: Project Management	\$6,000.00
TOTAL	\$58,000.00

Terraphase proposes to complete this work on a time-and-materials basis. We are offering a 15% discount on our standard 2023 labor rates. An updated rate sheet is provided as Attachment 1 to this proposal.

Closing

Terraphase is grateful for the opportunity to offer our services on this important program. If you have any questions or comments regarding this proposal, please contact Dr. Lucas Paz by phone (510-697-1238) or e-mail (lucas.paz@terrphase.com).

Sincerely,

For Terraphase Engineering Inc.



Lucas W. Paz, PhD, CPESC, QSD, QISP ToR
Principal Hydrologist

Attachments: 1 – 2023 Rate Sheet

This proposal is hereby accepted and duly authorized representative of the Client to which it is addressed:

Signature: _____

Printed Name: _____

Title: _____

Date: _____



2023 Standard Schedule of Charges with 15% Discount/10% ODC

Labor Classification	Standard Hourly Rate	Hourly Rate with 15% Discount
Senior Principal	\$297	\$252.45
Principal Engineer/Scientist	\$278	\$236.30
Senior Associate Engineer/Scientist	\$259	\$220.15
Associate Engineer/Scientist	\$240	\$204.00
Senior Project Engineer/Scientist	\$225	\$191.25
Project Engineer/Scientist	\$210	\$178.50
Senior Staff 2 Engineer/Scientist	\$194	\$164.90
Senior Staff 1 Engineer/Scientist	\$177	\$150.45
Staff 2 Engineer/Scientist	\$158	\$134.30
Staff 1 Engineer/Scientist	\$137	\$116.45
Senior Technician	\$145	\$123.25
Technician 3	\$125	\$106.25
Technician 2	\$106	\$90.10
Technician 1	\$88	\$74.80
Senior Editor/Senior Project Coordinator	\$155	\$131.75
Editor 2/Project Coordinator 2/Accountant 2	\$135	\$114.75
Editor 1/Project Coordinator 1/Accountant 1	\$115	\$97.75
Administrator/Project Assistant/Billing Specialist	\$95	\$80.25

Labor Charges

All time will be recorded and charged to nearest 0.1 hour. Expert testimony at trials, hearings and depositions will be billed at 150% of the standard hourly rate. For each day when testimony is provided, a minimum of 8 hours will be billed. Preparatory time will be billed at standard rates.

Expenses

Subcontractor fees and other direct costs, such as air travel, project supplies and rental equipment, etc. will be itemized and billed at our cost plus a ten percent handling charge. Vehicle mileage when itemized is billed at the standard government rate in effect at the time of travel (www.gsa.gov/mileage).

Payment

Payment is to be made to Terraphase Engineering Inc. as follows:

Check Payments:	Wire/ACH Payments:
Terraphase Engineering Inc. P.O. Box 102399 Pasadena, CA 91189-2399	Terraphase Engineering Inc. JPMorgan Chase Bank Account Number 217693099 Routing Number 322271627

Payment is due within 30 days of receipt of invoice. A service charge of 1.5% per month or the allowable legal rate may be charged on amounts that are past due for more than 30 days.

Annual Escalation

Rates are subject to revision by annual calendar year escalation in January. Rates on invoices will reflect rates in effect at time of invoicing.

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Contractor)

THIS AGREEMENT, effective **July 14, 2023**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **TRPA Fish Biologists**, hereinafter referred to as "Contractor."

The Agency requires services for **Peterson, Ulatis, Putah, Western Tributary Fish Monitoring**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$447,750** for all work contemplated by this Agreement.

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each fiscal year covered by the contract. Any amendments to the contract shall be listed and incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

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5. **MODIFICATION AND TERMINATION**

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

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

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

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

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

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

7. **INDEMNIFY AND HOLD HARMLESS**

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

8. **INSURANCE**

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

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

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

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

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

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

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

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

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

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

9. **COMPLIANCE WITH LAW**

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

10. **RECORD RETENTION**

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

11. **OWNERSHIP OF DOCUMENTS**

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

12. **SUBCONTRACT AND ASSIGNMENT**

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

13. **NONRENEWAL**

The Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by the Contractor under this Agreement will be purchased by the Agency under a new agreement following expiration or termination of this Agreement and waives all rights or

claims to notice or hearing respecting any failure to continue purchase of all or any such services from the Contractor.

14. **NOTICE**

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

AGENCY

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

CONTRACTOR

Kathleen Salamunovich, Owner
TRPA Fish Biologist
890 L Street
Arcata, CA 95521

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

Solano County Water Agency
a Public Agency

TRPA Fish Biologists

By: _____
Chris Lee
General Manager

By: _____
Kathleen Salmunovich, Owner

FOR SCWA USE ONLY

Contract Period: July 1, 2023 to June 30, 2025
File Number: AG-T-15
Account Manager: Alex Rabidoux
G/L Account #: Varies (see Exhibit A)
Job Cost #: -----
Contract Type: Professional Services

EXHIBIT A

SCOPE OF SERVICES

Scope of Work

SCWA requires continued assistance with fisheries sampling and monitoring in Solano County.

Winter/Spring Putah Creek Juvenile Chinook Salmon Sampling

SCWA requires continued assistance with juvenile chinook salmon snorkel surveys. Poor water quality conditions in the Toe Drain and lower mile of Putah Creek in November and December 2021 blocked most of the Fall 2021 Chinook salmon run and resulted in a low adult escapement with a late maturing and low productivity Chinook fry year class. The Fall 2022 adult Chinook salmon spawning escapement rebounded and was estimated to have exceeded 1,000 adult salmon.

Annual Fall Lower Putah Creek Fish Monitoring

SCWA requires continued assistance on Annual Fall Lower Putah Creek Fish Monitoring. TRPA staff has been sampling the fish fauna of lower Putah Creek using tote barge electrofishing since August 1991.

Peterson Ranch/Big Ditch Quarterly Fish Surveys

SCWA requires continued assistance on fish surveys on the Big Ditch on Petersen Ranch. SCWA has an ongoing riparian habitat enhancement program along the Big Ditch. These restoration efforts include fencing along the slough to exclude cattle and to allow re-establishing riparian habitat to benefit and improve conditions for native Sacramento-San Joaquin Delta fish assemblages.

Pleasants Creek Fish Triannual Surveys

SCWA requires continued assistance with triannual (spring, summer, fall) fish surveys along Pleasants Creek. This biological sampling is intended to supplement the existing information on the distribution and relative abundance of fish in the basin. Hydrologic conditions in Pleasants Creek are variable and range from periods of no flow in the summer and fall (i.e., isolated ponds at various locations) to some stream flow in the winter and spring following rainfall events.

Fall Western Solano County Fish Surveys

SCWA requires continued assistance with fall western Solano County fish surveys. These surveys would be a continuation of the fish surveys along Suisun, Green Valley, and Ledge wood creeks in Solano and Napa counties. This biological sampling is intended to update information on the distribution and relative abundance of fish in western Solano County stream basins in the vicinity of the SCWA service area. Original surveys were conducted in 1999-2001 and repeated in 2016-2022. Hydrologic conditions in both Suisun and Ledge wood basins had changed over the fifteen year period, with large areas of intermittent or no flow.

Fall Ulati s Flood Control Project Fish Surveys

SCWA requires continued assistance with Fall Ulati s Flood Control Channel fish surveys. This biological sampling is intended to update information on the distribution and relative abundance of fish in Ulati s Project channels that were originally conducted in 2000-2002 and have been repeated in 2018-2022.

Miscellaneous Data Review/Analysis

SCWA may have need for assistance in completing additional data review and analyses tasks

involving updating Putah Creek fish abundance and stream temperature data as it becomes available.

Salmon Working Group

SCWA may have need for assistance on the Putah Creek Salmon Working Group. Following the March 2023 Putah Creek Data Summit, an informal Salmon Working Group was formed with members from SCWA, UCD, and SCWA-contractor staff.

Fall City of Vacaville Area Stream Fish Surveys

SCWA requires assistance to conduct preliminary coordination and reconnaissance level fish surveys along the natural stream channels of both Ulati and Alamo creeks within and upstream of the city of Vacaville. This biological sampling is intended to provide information on the existing distribution and relative abundance of fish in these streams in the middle and upper basins before they drain into the levee habitat within the Ulati Flood Control Project area.

Deliverables

Winter/Spring Puah Creek Juvenile Snorkel Surveys Report
Annual Fall Lower Putah Creek Fish Monitoring Survey Report
Petersen Ranch Big Ditch Fish Surveys Report
Triannual Pleasants Creek Fish Surveys Report
Annual Fall Western Solano Streams Fish Surveys Report
Annual Fall Ulati Flood Control Channel Fish Survey Report
Annual Fall City of Vacaville Area Stream Fish Surveys



TRPA Fish Biologists
890 L Street
Arcata, CA 95521
Telephone: (707) 630-5220

VENDOR PROPOSAL

May 24, 2023

Mr. Chris Lee, General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

Subject: Proposals for SCWA Projects for FY 2024-2025

Dear Mr. Lee:

At your request TRPA Fish Biologists ("TRPA") has prepared the following Scopes of Work to identify the rationale and methods for multiple projects to be performed for Solano County Water Agency during the next two fiscal years (2024 and 2025), which begin on July 1, 2023, and continue through June 30, 2025. The proposed work will be conducted on a time and materials basis, so only surveys or work items that are actually completed will be billed. It is assumed that these new contracts, once approved, will replace the existing contracts which we already have in place with SCWA under the former General Manager.

Task 1 - Winter/Spring Putah Creek Biweekly Juvenile Chinook Snorkel Surveys

Prior to 2021 salmon run size estimates for lower Putah Creek varied from 75 to 1,500 adult fish annually. Poor water quality conditions in the Toe Drain and lower mile of Putah Creek in November and December 2021 blocked most of the Fall 2021 Chinook salmon run and resulted in a low adult escapement with a late maturing and low productivity Chinook fry year class. The Fall 2022 adult Chinook salmon spawning escapement rebounded and was estimated to have exceeded 1,000 adult salmon. TRPA proposes to conduct snorkel surveys at multiple areas along lower Putah Creek every two weeks during the winter juvenile Chinook emergence and early-spring outmigration periods (early February through mid-May). The surveys will entail snorkel counts along 7-9 sites distributed along nine miles of creek between the UC Davis Russell Ranch area and the Putah Diversion Dam (Table 1).

Table 1. Potential snorkel sites along lower Putah Creek.

Site Name	Miles downstream of Putah Diversion Dam
Putah Diversion Dam	0.0
Morales	0.8
Dry Creek	2.4
Winters Putah Creek Park (lower and upper sites)	3.0
Interstate 505 split channel (2 sites)	4.1
Russell Ranch	9.2
Pedrick Road	12.8



The goal of these surveys is to attempt to document salmon fry emergence, assess relative abundance, identify rearing areas, and document timing of outmigration from the basin. These snorkel surveys are contingent upon adequate visibilities to allow observations and counts along the lower creek. We have presented a budget for biweekly surveys throughout the expected juvenile Chinook emergence, rearing and outmigration period.

Pending landowner approval, we would conduct surveys at seven to nine sites along the lower basin (Table 1). Alternate sites may be added or substituted depending upon access approval, visibility, and fish movement. Our proposed budget includes eight biweekly surveys per survey year conducted from early February through mid-May (Table 2).

Table 2. Proposed Tentative Winter/Spring snorkel survey dates*

Survey	Fiscal Year 2024	Fiscal Year 2025
#1	7 February	5 February
#2	21 February	19 February
#3	6 March	5 March
#4	20 March	19 March
#5	3 April	2 April
#6	17 April	16 April
#7	1 May	30 April
#8	15 May	14 May

*weather/flow and turbidity level dependent

Efficacies of the surveys are dependent on adequate water visibilities that will allow snorkelers to see and identify juvenile Chinook. Based upon our experience in the lower Putah Creek basin, we assume adequate visibilities in the nine miles of the creek between Russell Ranch and PDD will allow us to document emergence and rearing in this reach during most times. Storm events may limit efficacy of surveys in this upper reach. Uncontrolled spills from Lake Berryessa may also affect surveys. If successful, surveys in lower portions of the basin will provide information on use and duration of lower basin rearing areas by juvenile Chinook and outmigrant timing.

Survey dates may be adjusted to avoid storm events which will likely limit snorkel visibilities. We will remain in close contact with SCWA throughout the project so that if results are less than satisfactory, schedules can be adjusted/changed/canceled.

Following the final survey, a memo report will be prepared and submitted to SCWA.

I have attached a detailed breakdown of our time and materials budget estimate (attached as Exhibit A). Invoicing will occur monthly, and all work is on a time and materials basis.



Task 2 - Annual Fall Lower Putah Creek Fish Monitoring

TRPA staff has been sampling the fish fauna of lower Putah Creek using tote barge electrofishing since August 1991. Since the 2000 Accord, this sampling has been conducted under the aegis of the Lower Putah Creek Coordinating Committee. The SOW for this Project will include continuing the annual fall fish surveys in October 2023 and 2024 and the maintenance of long-term monitoring of the distribution and relative abundance of fish populations in lower Putah Creek between Putah Diversion Dam and Mace Boulevard (Table 3).

Table 3. Fish Survey Monitoring sites along lower Putah Creek.

Site Name	Miles downstream of Putah Diversion Dam
Putah Diversion Dam/Morales	0.0 - 0.8
Dry Creek	2.4
Winters Putah Creek Park	3.0
Interstate 505 split channel	4.1
Russell Ranch	9.2
Stevenson Bridge (Road 95A)	10.1
Pedrick Road (Road 98)	12.8
Old Davis Road	15.6
Mace Boulevard (Road 104)	19.0

This long-term monitoring is unique in both its length of record and extent of the sample area for tracking changes to the resident fish populations of a Central Valley river basin in response to hydrologic conditions, which is even more valuable given the recent extended periods of below normal water years followed by periodic wet water years in the Sacramento Valley. TRPA is proposing to sample multiple sites along Lower Putah Creek over three and one-half days in mid-October (prior to the annual salmon attraction pulse flow) using the same methods and sampling gear as previous efforts. The data will be entered into the existing long-term fish database (as well as an MS Excel format) for use by SCWA, UCD, and other interested parties.

TRPA has the requisite State and Federal permits to perform the proposed work.

TRPA will also prepare a memo report following each survey detailing the sampling effort and summarizing the results.

I have attached a detailed breakdown of our time and materials budget estimate (attached as Exhibit B). Invoicing will occur monthly, and all work is on a time and materials basis. Surveys of additional sites (if required or requested) will require adjustment to the proposed budget based on new time and materials considerations.



Task 3 - Peterson Ranch/Big Ditch Quarterly Fish Surveys

SCWA recently purchased the Peterson Ranch Property in eastern Solano County, about seven miles northwest of the City of Rio Vista. SCWA has an ongoing riparian habitat enhancement Program along The Big Ditch (located on the ranch property) as part of mitigation for its North Bay Aqueduct Project. These restoration efforts include fencing along the slough to exclude cattle and to allow re-establishing riparian habitat to benefit and improve conditions for native Sacramento-San Joaquin Delta fish assemblages. The Big Ditch drains lowland agricultural and grazing lands northwest of Rio Vista. The project area includes the lower 2.5 miles of The Big Ditch drainage that ultimately drains into the Lindsay/Cache Slough Complex of the middle Delta (Figure 1).

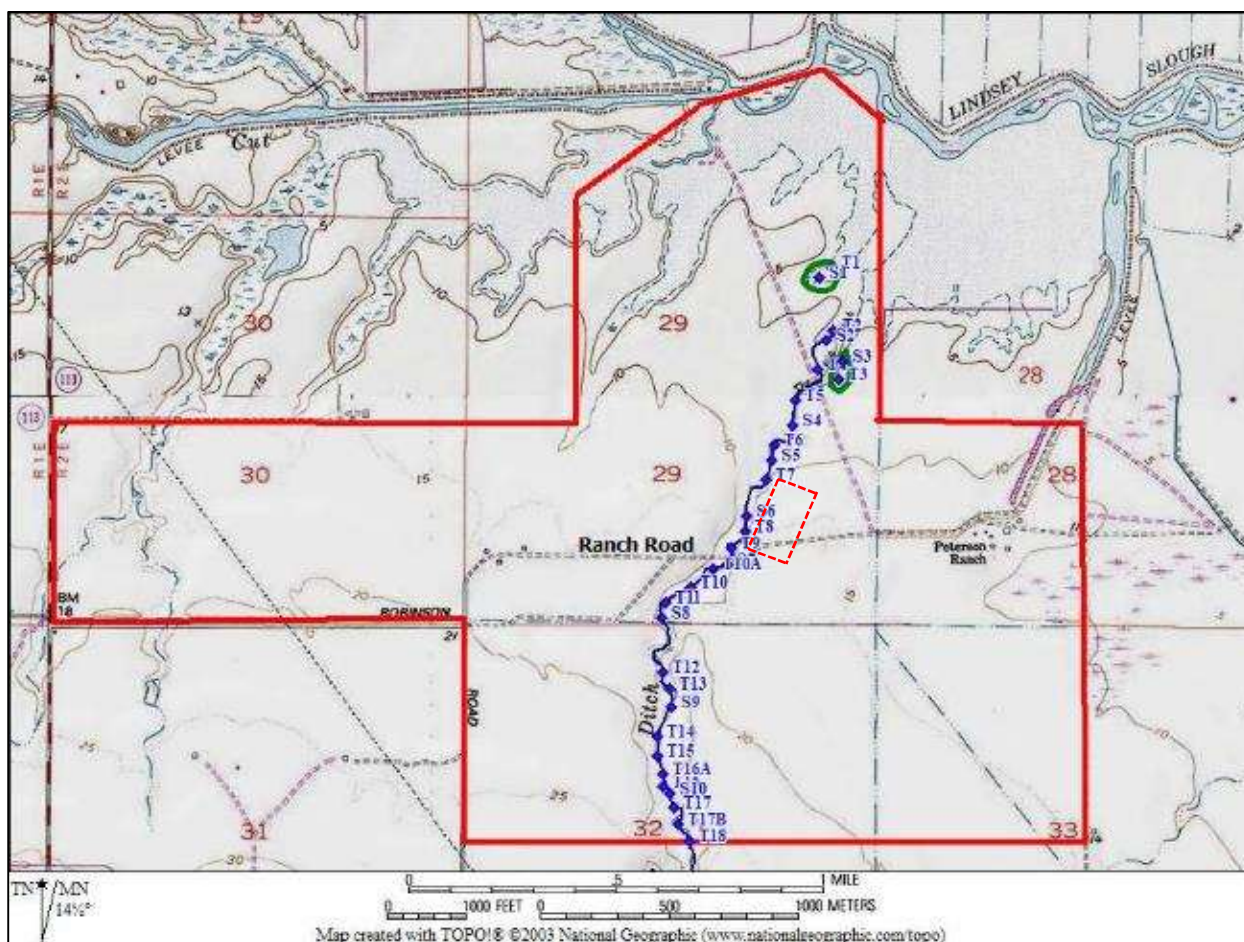


Figure 1. Map of The Big Ditch and the Peterson Ranch Project area (red boundary) showing the locations of seining (S) and minnow trapping (T) sites sampled during the 2019-2023 seasonal fish surveys. Green lines denote off channel pools included in surveys. Red dashed line marks cattle exclusion area and native tree restoration plots. Ranch Road delimits the downstream and upstream portions of the project area.



TRPA is proposing to continue the seasonal fish surveys along the Big Ditch channel on the Peterson Ranch Property for fiscal years 2024 through 2025. To avoid potential habitat for listed smelt species, no sampling will be conducted within 2000 feet of Lindsay Slough. This biological sampling will provide information on the distribution and relative abundance of fish and other aquatic organisms in the Big Ditch drainage. Hydrologic conditions in the Big Ditch are variable and range from periods of no flow and isolated pools in the summer and fall, to some periods of higher stream flow in the winter and spring following rainfall events. To date fourteen seasonal surveys have been conducted between October 2019 and April 2023. We are proposing to continue the quarterly sampling to include the eight more quarterly surveys for the Summer 2023 through Spring 2025 period.

Due to a combination of high water conductivity (which limits the effectiveness of electrofishing), elevated summer water temperature (which could impact aquatic organism survival during electrofishing), and the potential for the presence of non-natal rearing ESA-listed salmonids in the area, TRPA is proposing to continue its quarterly fish surveys for the 2024 and 2025 fiscal years using seine nets and minnow trapping techniques at multiple locations along the 1.8 miles of The Big Ditch, which includes 4,935 feet of channel between the southern Peterson Property line and the Ranch Road Crossing (Figure 1) and 4,406 feet of channel downstream of the Ranch Road Crossing to the 2,000-foot buffer area around Lindsay Slough (Figure 1).

Seining would be conducted at 6 sites downstream and another 4 sites upstream of the Ranch Road Bridge. Baited minnow traps will be deployed at additional sites to increase capture effort through the project area. Habitat evaluations during an early August 2019 site visit showed multiple areas of dry channel along with areas of isolated pools with swaths of emergent aquatic vegetation. Effective seining would be limited to those areas of shallow, open water in the isolated pools with low gradient banks onto which seines can be pulled. Baited minnow traps will be used to augment sampling in the more entrenched and deeper portions of the channel. Because of the wetland nature of the project area and presence of grazing cattle, access to the The Big Ditch project area is limited to foot access along the channel, with some limited vehicle access along a raised gravel road area that parallels the channel in the downstream portion of the Project area. This proposed scope of work is for continuing the quarterly surveys during the next two fiscal years of 2024 and 2025 (i.e., July 2023 through June 2025).

TRPA will prepare a memo report detailing the sampling effort and summarizing the results following the completion of the fall survey of each cycle.

TRPA has the requisite State and Federal permits to perform the work.

I have attached a detailed breakdown of our time and materials budget estimate (attached as Exhibit C). Invoicing will occur monthly, and all work is on a time and materials basis.



Task 4 - Pleasants Creek Fish Triannual Surveys

TRPA is proposing to continue the triannual (i.e., spring, summer, and fall) fish surveys along Pleasants Creek in Solano County. This biological sampling is intended to supplement the existing information on the distribution and relative abundance of fish in the basin. Hydrologic conditions in Pleasants Creek are variable and range from periods of no flow in the summer and fall (i.e., isolated ponds at various locations) to some stream flow in the winter and spring following rainfall events. Surveys will consist of backpack electrofishing surveys at 8-9 locations in the basin at cooperating landowner properties (Figure 2).

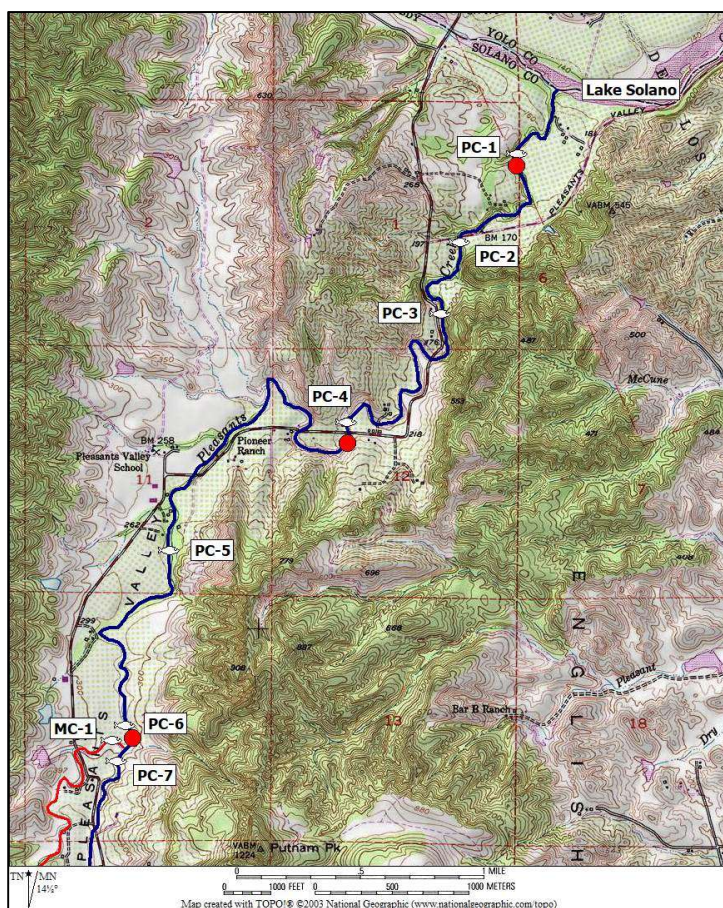


Figure 2. Map of Pleasants Creek (blue line) and lower Miller Canyon (red line) showing the locations of the eight fish sampling sites surveyed during the seasonal fish surveys.

The length of sample reaches at each site will vary based upon the length of individual habitat units (i.e., pool, riffle, run). Generally, several hundred feet of stream will be sampled at each site and typically this includes a minimum of several riffle-pool sequences if the stream is flowing. The number and locations of sample sites will depend on the ability of



TRPA biologists and the Putah Creek stream keeper to arrange access with landowners willing to cooperate. TRPA is proposing to conduct six seasonal surveys over the next two fiscal years (Table 4).

Table 4. Proposed Pleasants Creek surveys and timing for FY 2024-2025 (July 2023 through June 2025).

Survey	Timing
#1	July 2023
#2	October 2023
#3	May 2024
#4	July 2024
#5	October 2024
#6	May 2025

TRPA will prepare a memo report detailing the sampling effort and summarizing the results following the completion of the fall survey of each cycle.

TRPA has the requisite State permits to perform the work.

I have attached a detailed breakdown of our time and materials budget estimate (attached as Exhibit D). Invoicing will occur monthly, and all work is on a time and materials basis.

Task 5 - Fall Western Solano County Stream Fish Surveys

TRPA is proposing to continue the fish surveys along Suisun, Green Valley, and Ledgewood creeks in Solano and Napa counties. This biological sampling was intended to update information on the distribution and relative abundance of fish in western Solano County stream basins in the vicinity of the SCWA service area. Original surveys were conducted in 1999-2001 and repeated in 2016-2022. Hydrologic conditions in both Suisun and Ledgewood basins had changed over the fifteen-year period, with large areas of intermittent or no flow. The original surveys were conducted following a period of several consecutive wet water years, while the 2016-2022 surveys have included alternating dry and wet water years. Two fall surveys would be conducted at about 20 sites within the Project area (Table 5) during the 2024-2025 fiscal years covered during this contract period (i.e., fall 2023 and fall 2024 surveys). The proposed Fall sampling in early October 2023 and 2024 will use the same methods as the previous surveys. The fish surveys will be conducted using a portable backpack electrofisher to stun and capture fish at multiple sites in the three stream basins (Table 5).



Table 5. Western Solano Streams Fish Survey Monitoring sites.

Basin	Site
Suisun Creek	Cordelia Road
Suisun Creek	Suisun Parkway
Suisun Creek	Solano Community College
Suisun Creek	Rockville Road
Suisun Creek	Suisun Valley Road Bridge (lower)
Suisun Creek	Putah South Canal Siphon
Suisun Creek	Caymus Vineyards
Suisun Creek	Suisun Valley Road Bridge (upper)
Suisun Creek	Wooden Valley Cross Road
Green Valley Creek	Commerce Court
Green Valley Creek	Turner Court
Green Valley Creek	Reservoir Lane
Green Valley Creek	Mason Road
Green Valley Creek	Green Valley Country Club
Green Valley Creek	Wildhorse Creek - Green Valley Water Treatment Plant
Ledgewood Creek	Auto Mall Parkway
Ledgewood Creek	Rockville Road
Ledgewood Creek	Abernathy Road
Ledgewood Creek	Putah South Canal Siphon
Ledgewood Creek	Mankas Corners

The length of sample reaches at each site vary based upon the length of individual habitat units (i.e., pool, riffle, run). Generally, several hundred feet of stream will be sampled at each site and typically this includes a minimum of three riffle-pool sequences. The number and locations of sample sites will depend on the ability of SCWA/SID to arrange access with landowners willing to cooperate. Alternate sites may need to be identified and access arranged. Following each of the surveys TRPA will prepare a memo report detailing the sampling effort and summarizing the results which can be shared with SCWA staff and any interested local stakeholders.

TRPA has the requisite State and Federal permits to perform the work.

I have attached a detailed breakdown of our time and materials budget estimate (attached as Exhibit E). Surveys of additional sites (if required or requested) will require adjustment to the proposed budget based on new time and materials considerations. Invoicing will occur monthly, and all work is on a time and materials basis.



Task 6 - Fall Ulatis Project Flood Control Channel Fish Surveys

TRPA is proposing to repeat the fish surveys along the flood control channels that comprise the Ulatis Project in Solano County. This biological sampling is intended to update information on the distribution and relative abundance of fish in Ulatis Project channels that were originally conducted in 2000-2002 and have been repeated in 2018-2022. The Ulatis Flood Control Project is located in the Vacaville-Elmira urban corridor and is made up of approximately 43.5 miles of natural, realigned, and man-made stream channels created to alleviate recurring floods in the Ulatis watershed. The watershed area for the Ulatis Flood Control Project extends from the hills to the northwest of Vacaville to the Liberty Island area in the Delta. The Ulatis Flood Control Project is located in Solano County in lowland agricultural and grazing lands east of Vacaville and south of Dixon. SCWA management activities have prompted requests for additional information about the aquatic resources that reside in and utilize the Ulatis Project area. The object of the survey is to provide some basic information on the distribution and relative abundance of resident fish in the Project area. The focus of the sampling program is to collect biological data (lengths and counts) for fish throughout the project area to monitor distribution, abundance diversity, overall condition and health, and to describe the existing conditions within the Project area. Two fall surveys would be conducted at about 15 sites within the Project area (Table 6) during the 2024-2025 fiscal years covered during this contract period (i.e., fall 2023 and fall 2024 surveys).

Table 6. Ulatis Flood Control Project Fish Survey Monitoring sites.

Site
Ulatis upstream of Island
Ulatis at Browns Road
Ulatis at Maine Prairie Road
Ulatis at New Alamo confluence
Ulatis at Sweeney confluence
Ulatis at Ulatis Boulevard
New Alamo at Ulatis confluence
New Alamo at Vanden Road
Sweeney at Ulatis confluence
Sweeney at Midway Road
Sweeney at Meridian Road
McCune at Midway Road
A1 Channel at Highway 113
Horse Creek at Leisure Town Road
Gibson Canyon at Byrnes Road

The exact timing of the surveys is dependent on the annual irrigation season when end of the Maine Prairie Water District's irrigation dams and other infrastructure are removed and shallow/wadeable habitat is present, which typically occurs by early November. Previous sampling occurred at these same locations. Alternate or additional sites may be added in coordination with SCWA/SID.



Following each of the surveys TRPA will prepare a memo report detailing the sampling effort and summarizing the results which can be shared with SCWA staff and any interested local stakeholders.

TRPA has the requisite State and Federal permits to perform the work.

I have attached a detailed breakdown of our time and materials budget estimate (attached as Exhibit F). Surveys of additional sites (if required or requested) will require adjustment to the proposed budget based on new time and materials considerations. Invoicing will occur monthly, and all work is on a time and materials basis.

Task 7 - Miscellaneous Data Review/Analyses

TRPA is anticipating the need to complete additional data review and analyses tasks involving updating Putah Creek fish abundance and stream temperature data as it becomes available. TRPA is currently in communication with UCD personnel to obtain unrecorded archived fish survey data that can be added to the existing long-term fish Putah Creek database (as well as an MS Excel format) for use by SCWA, UCD, and other interested parties.

This task will also provide for the time to review and analyze SCWA temperature and water pressure transducer data from data loggers distributed along lower Putah Creek and that are maintained and periodically downloaded by SCWA staff.

I have attached a detailed breakdown of our time and materials budget estimate (attached as Exhibit G). Invoicing will occur monthly, and all work is on a time and materials basis.

Task 8 - Participation in Salmon Working Group

Following the March 2023 Putah Creek Data Summit, an informal Salmon Working Group was formed with members from SCWA, UCD, and SCWA-contractor staff. TRPA staff was included as part of this Salmon Working Group. While tasks have not been formally assigned to members of this working group it is anticipated that participation in several future meetings will be required.

I have attached a detailed breakdown of our time and materials budget estimate for anticipated participation in this working group for the 2024 and 2025 fiscal years (attached as Exhibit H). Invoicing will occur monthly, and all work is on a time and materials basis.



Task 9 - Fall Vacaville Area Stream Fish Surveys

TRPA is proposing to conduct preliminary coordination and reconnaissance level fish surveys along the natural stream channels of both Ulatis and Alamo creeks within and upstream of the city of Vacaville. This biological sampling is intended to provide information on the existing distribution and relative abundance of fish in these streams in the middle and upper basins before they drain into the levee habitat within the Ulatis Flood Control Project area. Initial work will include coordination with SCWA staff to identify potential sampling sites followed by site visits to ascertain access, hydrologic, and water quality conditions at those sites. Appropriate State and Federal permits will need to be obtained before any fish sampling can be conducted.

At this time, it is assumed that fish will be collected from 8-12 sites distributed along upper and middle Ulatis and Alamo creeks using a portable backpack electrofisher to stun and capture fish at multiple sites in the three stream basins. It is anticipated that fish collection surveys will be conducted sometime during the fall sampling season.

The length of sample reaches at each site vary based upon the length of individual habitat units (i.e., pool, riffle, run). Generally, fifty to several hundred feet of stream will be sampled at each site and typically this includes a minimum of three riffle-pool sequences. The number and locations of sample sites will depend on the ability of SCWA/SID to arrange access with landowners willing to cooperate. Following the surveys TRPA will prepare a memo report detailing the sampling effort and summarizing the results which can be shared with SCWA staff and any interested local stakeholders.

I have attached a detailed breakdown of our time and materials budget estimate (attached as Exhibit I). Surveys of additional sites (if required or requested) will require adjustment to the proposed budget based on new time and materials considerations. Invoicing will occur monthly, and all work is on a time and materials basis.

I hope these proposed Scopes of Work and attached budgets meet with your approval. For seasonal survey work items (Tasks 2-4), TRPA feels it is important to maintain the proposed sampling frequency in order to understand the physical and biological variability that occur in these unique project areas; however, we remain open to discussions with the Agency to adjust these scopes to meet SCWA budget considerations. If you have any technical questions, please contact our Senior Fisheries Biologist, Tim Salamunovich, at (707) 630-5220 (or via email (t.salamunovich@trpafishbiologists.com)). You can also contact me at the same office phone or via email (k.salamunovich@trpafishbiologists.com). I look forward to hearing from you.



TRPA Fish Biologists
890 L Street
Arcata, CA 95521
Telephone: (707) 630-5220

Proposals for SCWA Projects FY 2024-2025

May 24, 2023

Page 12

Thank you for your consideration of these projects.

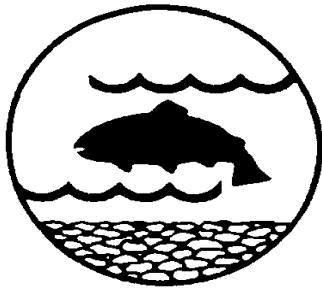
Sincerely,

Kathleen A. Salamunovich
Owner/Business Manager
TRPA Fish Biologists

EXHIBIT B

RATE OF COMPENSATION

Task	Description	Cost
1	Winter/Spring Putah Ck. Juvenile Chinook Survey	\$85,680
2	Annual Fall Lower Putah Ck. Fish Monitoring	\$67,260
3	Peterson / Big Ditch Quarterly Fish Surveys	\$77,840
4	Pleasants Ck. Fish Triannual Surveys	\$56,610
5	Fall Western Solano County Fish Surveys	\$37,760
6	Fall Ulati Flood Control Project Fish Surveys	\$37,360
7	Misc. Data Review / Analyses	\$22,000
8	Participation in Salmon Working Group	\$27,240
9	Fall Vacaville Area Stream Fish Surveys	\$36,000
	Total =	\$447,750



TRPA Fish Biologists

890 L Street

Arcata, California 95521

Telephone: (707) 630-5220

E-mail: t.salamunovich@trpafishbiologists.com

Date: May 24, 2023

Exhibit A

Cost Estimate: **Task 1**
FY 2024-2025 Winter/Spring Putah Creek Juv. Chinook Snorkel Surveys

Contract Expiration: June 30, 2025

Prepared for: Mr. Chris Lee, General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

COST VARIABLES

		<u>RATE</u>
Senior Scientist 2 (SS1)	labor/hr	\$100.00
Senior Fish Biologist 1 (SFB1)	labor/hr	\$90.00
Fish Technician 7 (FT7)	labor/hr	\$70.00
Field Survey equipment	cost/day	\$160.00
Lodging	cost/night	\$125.00
Meals	cost/day	\$55.00
Vehicle Rental	cost/trip	\$250.00
Gas for rental vehicle	cost/trip	\$150.00

JOB ELEMENTS

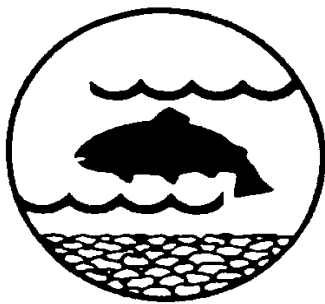
	<u>HOURS</u>	<u>COST</u>
Sub-Task 1.1 - Study Coordination, Agency Coordination & Equipment Preparation		
Labor	SS2 hours 48	4,800.00
Task 1.1 Subtotal		4,800.00

Sub-Task 1.2 - Field Surveys (eight (8) one-day field surveys per year*)

Labor	SFB1 hours 144	12,960.00
	FT7 hours 144	10,080.00
Travel	SFB1 hours 176	15,840.00
	FT7 hours 176	12,320.00
Equipment	days 16	2,560.00
Lodging	nights 32	4,000.00
Meals	days 64	3,520.00
Vehicle rental	trips 16	4,000.00
Gas for rental Vehicle	trips 16	2,400.00
Task 1.2 Subtotal		67,680.00

Sub-Task 1.3 - Data Analysis & Reporting

Labor	SS2 hours 132	13,200.00
Task 1.3 Subtotal		13,200.00
Task 1 Two-Year Total		\$85,680.00



TRPA Fish Biologists

890 L Street

Arcata, California 95521

Telephone (707) 630-5220

E-mail: t.salamunovich@trpafishbiologists.com

Date: May 24, 2023

Exhibit B

Cost Estimate: **Task 2**

FY 2024-2025 Annual Fall Lower Putah Creek Fish Monitoring Survey

Contract Expiration: June 30, 2025

Prepared for: Mr. Chris Lee, General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

COST VARIABLES		<u>RATE</u>
Senior Scientist 1 (SS1)	labor/hr	\$100.00
Senior Fish Biologist 1 (SFB1)	labor/hr	\$90.00
Fish Biologist 3 (FB3)	labor/hr	\$85.00
Fish Technician 7 (FT7)	labor/hr	\$70.00
GPP 2.5 Electrofisher rental	charge/day	\$600.00
Field Survey equipment	charge/day	\$315.00
Miscellaneous Field Supplies		\$50.00
Lodging	cost/night	\$125.00
Meals	cost/day	\$55.00
Vehicle Rental	cost/trip	\$625.00
Gas for rental vehicle	cost/trip	\$300.00

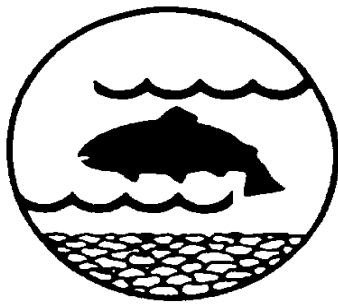
JOB ELEMENTS	<u>HOURS</u>	<u>COST</u>
Sub-Task 2.1 - Study Coordination, Agency Coordination & Equipment Preparation		
Labor	SS2 hours 32	3,200.00
	Task 2.1 Subtotal	3,200.00

Sub-Task 2.2 - Field Survey (3.5 days for crew of five to sample nine sites per year)

Labor	SFB1 hours 66	5,940.00
	FB3 hours 66	5,610.00
	FT7 hours 198	13,860.00
Travel	SFB1 hours 28	2,520.00
	FB3 hours 28	2,380.00
	FT7 hours 84	5,880.00
GPP 2.5 Electrofisher	days 8	4,800.00
Equipment	days 8	2,520.00
Lodging	night 30	3,750.00
Meals	days 40	2,200.00
Vehicle rental	trips 4	2,500.00
Gas for rental Vehicle	trips 4	1,200.00
Miscellaneous Field Supplies	2	100.00
	Task 2.2 Subtotal	53,260.00

Sub-Task 2.3 - Data Compilation, Database Update, & Reporting

Labor	SS2 hours 108	10,800.00
	Task 2.3 Subtotal	10,800.00
	Task 2 Two-Year Total	\$67,260.00



TRPA Fish Biologists

890 L Street

Arcata, California 95521

Telephone: (707) 630-5220

E-mail: t.salamunovich@trpafishbiologists.com

Date: May 24, 2023

Exhibit C

Cost Estimate: **Task 3**

FY 2024-2025 Quarterly Peterson Ranch/Big Ditch Fish Surveys

Contract Expiration: June 30, 2025

Prepared for: Mr. Chris Lee, General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

COST VARIABLES		RATE
Senior Scientist 1 (SS1)	labor/hr	\$100.00
Senior Fish Biologist 1 (SFB1)	labor/hr	\$90.00
Fish Technician 7 (FT7)	labor/hr	\$70.00
Field Survey equipment	cost/day	\$225.00
Miscellaneous Field Supplies	cost/trip	\$50.00
Lodging	cost/night	\$125.00
Meals	cost/day	\$55.00
Vehicle Rental	cost/trip	\$400.00
Gas for rental vehicle	cost/trip	\$250.00

JOB ELEMENTS HOURS COST

Sub-Task 3.1 - Study Coordination, Agency Coordination & Equipment Preparation

Labor	SS2 hours	32	3,200.00
Task 3.1 Subtotal			3,200.00

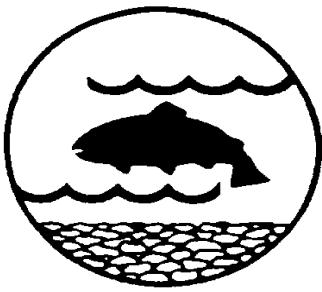
Sub-Task 3.2 - Field Surveys

*four (4) two-day seasonal field surveys per year**

Labor	SFB1 hours	176	15,840.00
	FT7	176	12,320.00
Travel	SFB1 hours	104	9,360.00
	FT7	104	7,280.00
Equipment	days	16	3,600.00
Miscellaneous Field Supplies	trips	8	400.00
Lodging	night	32	4,000.00
Meals	days	48	2,640.00
Vehicle rental	trips	8	3,200.00
Gas for rental Vehicle	trips	8	2,000.00
Task 3.2 Subtotal			60,640.00

Sub-Task 3.3 - Data Analysis & Reporting

Labor	SS2 hours	140	14,000.00
Task 3.3 Subtotal			14,000.00
Task 3 Two-Year Total			\$77,840.00



TRPA Fish Biologists

890 L Street

Arcata, California 95521

Telephone: (707) 630-5220

E-mail: t.salamunovich@trpafishbiologists.com

Date: May 24, 2023

Exhibit D

Cost Estimate: **Task 4**

FY 2024-2025 Triannual Pleasants Creek Fish Surveys

Contract Expiration: June 30, 2025

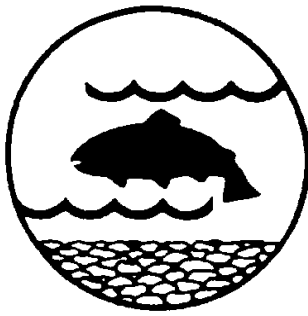
Prepared for: Mr. Chris Lee, General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

COST VARIABLES

		<u>RATE</u>
Senior Scientist 1 (SS1)	labor/hr	\$100.00
Senior Fish Biologist 1 (SFB1)	labor/hr	\$90.00
Fish Technician 7 (FT7)	labor/hr	\$70.00
Backpack Electrofisher	cost/day	\$125.00
Backpack Electrofisher battery	cost/day	\$10.00
Field Survey equipment	cost/day	\$180.00
Miscellaneous Field Supplies	cost/trip	\$25.00
Lodging	cost/night	\$125.00
Meals	cost/day	\$55.00
Vehicle Rental	cost/trip	\$400.00
Gas for rental vehicle	cost/trip	\$250.00

JOB ELEMENTS

		<u>HOURS</u>	<u>COST</u>
Sub-Task 4.1 - Study Coordination, Agency Coordination & Equipment Preparation			
Labor	SS2 hours	18	1,800.00
Task 4.1 Subtotal			1,800.00
Sub-Task 4.2 - Field Surveys			
<i>three (3) two-day seasonal field surveys per year*</i>			
Labor	SFB1 hours	108	9,720.00
	FT7	108	7,560.00
Travel	SFB1 hours	78	7,020.00
	FT7	78	5,460.00
Electrofisher	days	12	1,500.00
Electrofisher Batteries	units	36	360.00
Equipment	days	12	2,160.00
Miscellaneous Field Supplies	trips	6	150.00
Lodging	night	24	3,000.00
Meals	days	36	1,980.00
Vehicle rental	trips	6	2,400.00
Gas for rental Vehicle	trips	6	1,500.00
Task 4.2 Subtotal			42,810.00
Sub-Task 4.3 - Data Analysis & Reporting			
Labor	SS2 hours	120	12,000.00
Task 4.3 Subtotal			12,000.00
Task 4 Two-Year Total			\$56,610.00



TRPA Fish Biologists

890 L Street

Arcata, California 95521

Telephone (707) 630-5220

E-mail: t.salamunovich@trpafishbiologists.com

Date: May 24, 2023

Exhibit E

Cost Estimate: **Task 5**
FY 2024-2025 Annual Fall Western Solano Streams Fish Survey

Contract Expiration: June 30, 2025

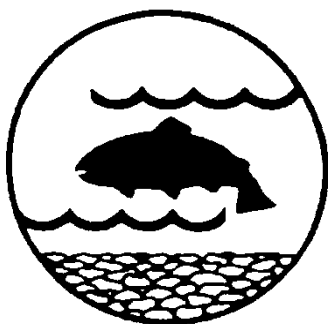
Prepared for: Mr. Chris Lee, General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

COST VARIABLES		<u>RATE</u>
Senior Scientist 1 (SS1)	labor/hr	\$100.00
Senior Fish Biologist 1 (SFB1)	labor/hr	\$90.00
Fish Technician 7 (FT7)	labor/hr	\$70.00
Backpack Electrofisher	cost/day	\$125.00
Backpack Electrofisher battery	cost/day	\$10.00
Field Survey equipment	cost/day	\$165.00
Miscellaneous Field Supplies		\$75.00
Lodging	cost/night	\$150.00
Meals	cost/day	\$55.00
Vehicle Rental	cost/trip	\$700.00
Gas for rental vehicle	cost/trip	\$300.00

JOB ELEMENTS	<u>HOURS</u>	<u>COST</u>
Sub-Task 5.1 - Study Coordination, Agency Coordination & Equipment Preparation		
Labor	SS2 hours 12	1,200.00
Task 5.1 Subtotal		1,200.00

Sub-Task 5.2 - Field Survey of Suisun, Ledge wood and Green Valley Creeks (4 days)		
<i>(assumes SCWA/SID can arrange access at sites along creeks)</i>		
Labor	SFB1 hours 80	7,200.00
	FT7 80	5,600.00
Travel	SFB1 hours 30	2,700.00
	FT7 30	2,100.00
Electrofisher	days 8	1,000.00
Electrofisher Batteries	units 24	240.00
Equipment	days 8	1,320.00
Lodging	night 16	2,400.00
Meals	days 20	1,100.00
Vehicle rental	trips 2	1,400.00
Gas for rental Vehicle	trips 2	600.00
Miscellaneous Field Supplies		100.00
Task 5.2 Subtotal		25,760.00

Sub-Task 5.3 - Data Analysis & Reporting		
Labor	SS2 hours 108	10,800.00
Task 5.3 Subtotal		10,800.00
Task 5 Two-Year Total		\$37,760.00



TRPA Fish Biologists

890 L Street

Arcata, California 95521

Telephone (707) 630-5220

E-mail: t.salamunovich@trpafishbiologists.com

Date: May 24, 2023

Exhibit F

Cost Estimate: **Task 6**

FY 2024-2025 Annual Fall Ulatris Flood Control Channel Fish Survey

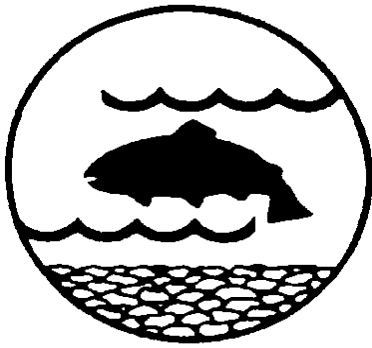
Contract Expiration: June 30, 2025

Prepared for: Mr. Chris Lee, General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

COST VARIABLES		<u>RATE</u>
Senior Scientist 1 (SS1)	labor/hr	\$100.00
Senior Fish Biologist 1 (SFB1)	labor/hr	\$90.00
Fish Technician 7 (FT7)	labor/hr	\$70.00
Backpack Electrofisher	cost/day	\$125.00
Backpack Electrofisher battery	cost/day	\$10.00
Field Survey equipment	cost/day	\$165.00
Miscellaneous Field Supplies		\$75.00
Lodging	cost/night	\$125.00
Meals	cost/day	\$55.00
Vehicle Rental	cost/trip	\$700.00
Gas for rental vehicle	cost/trip	\$300.00

JOB ELEMENTS

	<u>HOURS</u>	<u>COST</u>
Sub-Task 6.1 - Study Coordination, Agency Coordination & Equipment Preparation		
Labor	SS2 hours 12	1,200.00
Task 6.1 Subtotal		1,200.00
Sub-Task 6.2 - Field Survey of Ulatris Flood Control Channel (4 days)		
Labor	SFB1 hours 80	7,200.00
	FT7 80	5,600.00
Travel	SFB1 hours 30	2,700.00
	FT7 30	2,100.00
Electrofisher	days 8	1,000.00
Electrofisher Batteries	units 24	240.00
Equipment	days 8	1,320.00
Lodging	night 16	2,000.00
Meals	days 20	1,100.00
Vehicle rental	trips 2	1,400.00
Gas for rental Vehicle	trips 2	600.00
Miscellaneous Field Supplies		100.00
Task 6.2 Subtotal		25,360.00
Sub-Task 6.3 - Data Analysis & Reporting		
Labor	SS2 hours 108	10,800.00
Task 6.3 Subtotal		10,800.00
Task 6 Two-Year Total		\$37,360.00



TRPA Fish Biologists

890 L Street

Arcata, California 95521

Telephone: (707) 630-5220

E-mail: t.salamunovich@trpafishbiologists.com

Date: May 24, 2023

Exhibit G

Cost Estimate:

Task 7

FY 2024-2025 Miscellaneous Data Review/Analyses

Contract Expiration:

June 30, 2025

Prepared for:

Mr. Chris Lee, General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

COST VARIABLES

Senior Scientist 1 (SS1)

labor/hr

RATE

\$100.00

JOB ELEMENTS

HOURS

COST

Sub-Task 7.1 - Data Review & Analysis

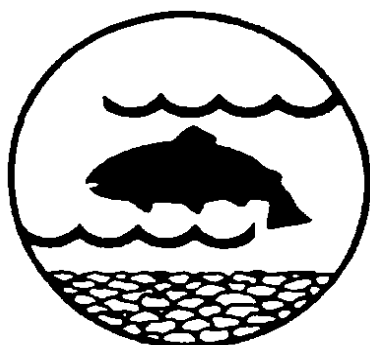
Labor

SS2 hours

220

22,000.00

Task 7 Two-Year Total 22,000.00



TRPA Fish Biologists

890 L Street

Arcata, California 95521

Telephone: (707) 630-5220

E-mail: t.salamunovich@trpafishbiologists.com

Date: May 24, 2023

Cost Estimate: **Task 8**

FY 2024-2025 Salmon Working Group Participation

Contract Expiration: June 30, 2025

Prepared for: Mr. Chris Lee, General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

Exhibit H

COST VARIABLES

		<u>RATE</u>
Senior Scientist 1 (SS1)	labor/hr	\$100.00
Lodging	cost/night	\$150.00
Meals	cost/day	\$55.00
Vehicle Rental	cost/trip	\$300.00
Gas for rental vehicle	cost/trip	\$150.00

JOB ELEMENTS

Sub-Task 8.1 - Study Coordination & Phone Calls

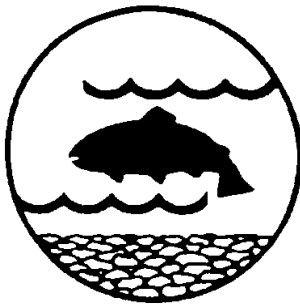
	<u>HOURS</u>	<u>COST</u>
Labor	SS1 hours 160	16,000.00
	Task 8.1 Subtotal	16,000.00

Sub-Task 8.2 - Meetings

(assume two in person one day meetings per year)

Labor	SS1 hours	40	4,000.00
Travel	SS1 hours	44	4,400.00
Lodging	night	4	600.00
Meals	days	8	440.00
Vehicle rental	trips	4	1,200.00
Gas for rental Vehicle	trips	4	600.00
	Task 8.2 Subtotal		11,240.00

Task 8 Two-Year Total \$27,240.00



TRPA Fish Biologists

890 L Street

Arcata, California 95521

Telephone (707) 630-5220

E-mail: t.salamunovich@trpafishbiologists.com

Date: May 24, 2023

Exhibit I

Cost Estimate: **Task 9**

FY 2024-2025 Annual Fall Vacaville Area Stream Fish Surveys

Contract Expiration: June 30, 2025

Prepared for: Mr. Chris Lee, General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

COST VARIABLES		RATE
Senior Scientist 1 (SS1)	labor/hr	\$100.00
Senior Fish Biologist 1 (SFB1)	labor/hr	\$90.00
Fish Technician 7 (FT7)	labor/hr	\$70.00
Backpack Electrofisher	cost/day	\$125.00
Backpack Electrofisher battery	cost/day	\$10.00
Field Survey equipment	cost/day	\$165.00
Miscellaneous Field Supplies		\$75.00
Lodging	cost/night	\$150.00
Meals	cost/day	\$55.00
Vehicle Rental	cost/trip	\$700.00
Gas for rental vehicle	cost/trip	\$300.00
State Scientific Collector Permit	cost/permit	\$500.00

JOB ELEMENTS

	HOURS	COST
Sub-Task 9.1 - Study Coordination, Agency Coordination, Permit Aquisition & Equipment Preparation		
Labor		
SS2 hours	30	3,000.00
Permit	1	500.00
Task 9.1 Subtotal		3,500.00

Sub-Task 9.2 - Field Survey of upper and middle Ulati and Alamo Creeks (3 days)

(assumes SCWA/SID can arrange access at sites along creeks)

Labor	SFB1 hours	60	5,400.00
	FT7	60	4,200.00
Travel	SFB1 hours	30	2,700.00
	FT7	30	2,100.00
Electrofisher	days	6	750.00
Electrofisher Batteries	units	18	180.00
Equipment	days	6	990.00
Lodging	night	16	2,400.00
Meals	days	16	880.00
Vehicle rental	trips	2	1,400.00
Gas for rental Vehicle	trips	2	600.00
Miscellaneous Field Supplies			100.00
Task 9.2 Subtotal			21,700.00

Sub-Task 9.3 - Data Analysis & Reporting

Labor	SS2 hours	108	10,800.00
Task 9.3 Subtotal			10,800.00
Task 9 Two-Year Total			\$36,000.00

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2023** is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as “Agency” and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter referred to as “Contractor.”

The Agency requires services for the **Temperature Impacts on Bird Nesting along Putah Creek and in Working Landscapes**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for evaluating the **Temperature Impacts on Bird Nesting along Putah Creek and in Working Landscapes**, as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

2. COMPENSATION

Compensation for services shall be as follows: Percentage of effort for personnel plus any allowed reimbursable expenses based on costs incurred as indicated on any allowed reimbursable expense in Exhibit B **not to Exceed \$84,010** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Upon submission of an invoice by the Contractor and upon approval of the Agency’s representative, the Agency shall pay the Contractor quarterly in arrears for fees and allowed expenses incurred the prior month, up to the maximum amount provided for in paragraph 2 of this agreement.

4. TIME OF PERFORMANCE

This Agreement shall become effective as of **July 1, 2023** and continue until **June 30, 2025** as directed by the Agency.

5. WARRANTY

Except as provided herein, the University makes no warranty respecting the accuracy of data or materials furnished hereunder nor the results to be obtained from using such data or materials for intended purpose or any other purpose. University liability shall be limited

to the amount of this order. The Agency has relied upon the ability and training of the Contractor as a material inducement to enter into this Agreement. The Contractor hereby represents that all of its work will be performed in accordance with the requirements of applicable federal, state and local laws, it being understood that acceptance of the Contractor's work by Agency shall not operate as a waiver or release.

6. MODIFICATION AND TERMINATION

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

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

This Agreement may be terminated by the parties at any time, without cause, upon written notification to the other.

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

7. PERMITS

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

8. MUTUAL INDEMNIFICATION

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA shall defend, indemnify and hold harmless SOLANO COUNTY WATER AGENCY, its agencies, officers, employees, and agents from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its agencies, officers, employees and agent.

SOLANO COUNTY WATER AGENCY shall defend, indemnify and hold harmless THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its agencies, officers, employees and agents, from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligence or intentional acts or

omissions of SOLANO COUNTY WATER AGENCY, its agencies, officers, employees and agent.

9. INSURANCE

By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with such provisions before commencing the performance of the professional services under this agreement. Contractor and subcontractors will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.

Contractor will file with the Agency, before beginning professional services, certificates of insurance satisfactory to the Agency evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the Agency. Any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized volunteers shall not contribute to it. The general liability coverage shall give the Agency, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by the Agency. 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.

If 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 to the Agency at least ten (10) days prior to the expiration date.

10. COMPLIANCE WITH LAW

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

11. SUBCONTRACT AND ASSIGNMENT

This Agreement binds the officers, employees and agents of the Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this Agreement and shall not assign this Agreement or monies due or to become due, without the prior written consent of the General Manager of the Agency or his designee, subject to any required state or federal approval.

12. NONRENEWAL

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

13. NOTICE

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

AGENCY

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

CONTRACTOR

Ahmad Hakim-Elahi, Executive Director
Office of Research, Sponsored Programs
University of California
1850 Research Park Drive, Suite 300
Davis, CA 95618

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

Solano County Water Agency
a Public Agency

University of California

By: _____
Chris Lee,
General Manager

By: _____
Ahmad Hakim-Elahi
Executive Director

FOR SCWA USE ONLY

Contract Period: 7/1/2023 to 6/30/2025
File Number: AG-U-1
Account Manager: Alex Rabidoux
G/L Account #: 6620SC
Job Cost #: 4728
Contract Type: Professional Services

EXHIBIT A

SCOPE OF SERVICES

Scope of Work

SCWA requires assistance with impacts on bird nesting along Putah Creek and in working landscapes.

Conduct Additional Bird Nesting Data Collection Along Putah Creek

SCWA requires assistance with additional bird nesting data collection along Putah Cree. Ongoing studies along Putah Creek and adjacent agricultural lands seek to assess the mechanisms by which temperature spikes affect bird reproduction, and thus identify specific conservation interventions that could make working landscapes more hospitable for birds. Specifically, we are leveraging a network of 165 songbird nest boxes established by the UC Davis Museum of Wildlife and Fish Biology in riparian forest, supplemented with 120 additional boxes that we placed in grassland, row crops, and orchards adjacent to Putah Creek. Our focus is on the two most common nest box species: Tree Swallow and Western Bluebird, both of which nest in nest boxes in all four studied land uses. In April-August 2021 and 2022, we recorded growth for nestlings, canopy cover at the nest, and nest temperatures throughout the nesting period at 231 boxes. We also tracked relative humidity at each site as a proxy for water availability. To quantify effects on avian stress physiology, we collected blood samples from adults and nestlings (N = 161 nests). Finally, we built custom Raspberry Pi-based motion-activated cameras to quantify parental food delivery rate at 48 nests.

Deliverables

Database-all project data

Technical Report-detailing findings and conservation recommendations applicable to Putah Creek

Presentations-2-3 presentations showcasing the work and findings

Katherine Lauck, PhD candidate & Daniel Karp, Associate Professor
Department of Wildlife, Fish, and Conservation Biology; University of California Davis

Background: Habitat conversion to agriculture and climate change will determine the fate of biodiversity in the Anthropocene. Habitat conversion (e.g., agricultural expansion, urbanization) often removes shaded tree canopies, thereby exposing organisms to ever more extreme heat caused by climate change. Increased heat and less vegetation cover also accelerate evaporation, reducing water available to organisms for thermoregulation. Correspondingly, after analyzing a database of >150,000 bird nesting attempts across the United States, we found that temperature spikes dramatically reduce bird reproductive success in agriculture but not in shaded forests (Lauck *et al.* In revision *Science*). Understanding exactly *how* temperature spikes affect birds is critical to developing forward-looking conservation plans in human-dominated landscapes. Extreme heat may cause nestlings to overheat and/or reduce their food supply. In contrast, irrigation and other sources of water may increase growth and survival of nestlings during hot periods by facilitating thermoregulation.

Completed work: Our ongoing studies along Putah Creek and adjacent agricultural lands seek to assess the mechanisms by which temperature spikes affect bird reproduction, and thus identify specific conservation interventions that could make working landscapes more hospitable for birds. Specifically, we are leveraging a network of 165 songbird nest boxes established by the UC Davis Museum of Wildlife and Fish Biology (MWFB) in riparian forest, supplemented with 120 additional boxes that we placed in grassland, row crops, and orchards adjacent to Putah Creek. Our focus is on the two most common nest box species: Tree Swallow and Western Bluebird, both of which nest in nest boxes in all four studied land uses. In April-August 2021 and 2022, we recorded growth for nestlings, canopy cover at the nest, and nest temperatures throughout the nesting period at 231 boxes. We also tracked relative humidity at each site as a proxy for water availability. To quantify effects on avian stress physiology, we collected blood samples from adults and nestlings (N = 161 nests). Finally, we built custom Raspberry Pi-based motion-activated cameras to quantify parental food delivery rate at 48 nests.

Proposed work: We are proposing to conduct a third field season in Spring and Summer 2023 to double the sample size of parental food delivery rate. In Fall 2023 and Winter 2024, Katie Lauck will use ELISA assays to quantify corticosterone content in the resulting nestling blood samples. In addition, they will use image recognition to quantify parental food delivery rate documented by the Raspberry Pi-based cameras. In Spring, Summer, and Fall 2024, they will write up our findings for publication and complete their dissertation.

We anticipate that our findings will suggest concrete avenues through which working landscapes in the Central Valley could be modified to better accommodate birds. If the direct effects of heat are more important than food-mediated effects, providing shade trees in agriculture or modifying nest boxes to reduce their internal temperature may increase nestling resilience. If food-mediated effects predominate, then maintaining patches of non-crop habitats in working landscapes to support food resources and provide thermal refuges for parents may be effective. Furthermore,

understanding the role that irrigation may play in mediating the effects of heat on wild birds living in agriculture could inform management of water resources for wildlife and people.

Deliverables: We propose to complete four deliverables over the course of the funding period:

1. **Field season:** We will complete a third field season in Spring/Summer 2023, monitoring ~50 additional nests in riparian forests, grasslands, orchards, and row crops within and adjacent to Putah Creek. In doing so, we will collect data on nestling survival, growth, stress hormones, and provisioning rates. Completion: August 1, 2023.
2. **Database:** We will clean, prepare, and compile all project data into a central data repository with appropriate meta-data and methods documentation. This will include: nest monitoring data, temperature/humidity data associated with specific nest attempts, canopy cover analyses, stress hormone results, and nest provisioning rates from remote cameras. Data will be made compatible with the ongoing Putah Creek Nestbox Highway initiative, using the same fields and project codes so that results from our project could be readily matched with long-term data available along the creek. The database will be sent to the Solano County Water Agency by the completion date (listed below) and then made publicly available upon publication. Completion: July 1, 2024
3. **Technical report:** We will write a comprehensive technical report detailing findings and conservation recommendations as applicable to the Putah Creek ecosystem and similar Central Valley landscapes. Specifically, the report will detail the effects of heat waves on avian nesting success, growth rates, stress responses, and food provisioning, across riparian forests, grasslands, row crops, and orchards along Putah Creek in Yolo and Solano counties. Completion: December 1, 2024
4. **Presentations:** We will organize 2-3 presentations where we showcase our ongoing work and findings. Possible audiences include the Solano County Water Agency (SCWA), the Solano Resource Conservation District, and others determined in consultation with the SCWA. Completion: Ongoing over the project period (July 1, 2023-June 30, 2025).

EXHIBIT B - BUDGET

Temperature Impacts on Bird Nesting along
Putah Creek and in Working Landscapes

UCD Contract #:

Start Date:	7/1/2023	Non-NIH	Title:	Extreme heat reduces nest success in agriculture					Proposal Due Date/Archive:					3/15/2023	
End Date:	6/30/2025		PI(s):	Daniel Karp					12 Months	12 Months	0 Months	0 Months	0 Months	24 Months	

PERSONNEL									Salary Basis	*	Escalation:				FY	Multi	
Name/Role:		Annual Salary		Project Period % Effort					Salary Basis and Type	Escal	Period 1	Period 2	Period 3	Period 4	Period 5	Total	
		Base	Summer	Total	Per 1	Per 2	Per 3	Per4			Per5	7/1/23-6/30/24	7/1/24-6/30/25	-	-	-	7/1/23-6/30/25
1	Katie Summer 2023	82,333		#####	12.5%					CAL 12/12	3%	10,600	0	0	0	10,600	
2	Katie Winter 2024	87,603		#####	12.5%					CAL 12/12	3%	11,279	0	0	0	11,279	
3	Katie Spring 2024	87,603		#####	12.5%					CAL 12/12	3%	11,279	0	0	0	11,279	
4	Katie Summer 2024	87,603		#####		12.5%				CAL 12/12	3%	0	11,617	0	0	11,617	
Total Salaries												33,158	11,617	0	0	0	44,775

	FY Split:	12/0	12/0	0/0	0/0	0/0				scalations to fringe?	Yes	
Benefits by Person	UCPath CBR Group	%	%	%	%	%	Period 1	Period 2	Period 3	Period 4	Period 5	Total
1	Katie Summer 2023	Grad and Undergrad	2.2	2.3			233	0	0	0	0	233
2	Katie Winter 2024	Grad and Undergrad	2.2	2.3			248	0	0	0	0	248
3	Katie Spring 2024	Grad and Undergrad	2.2	2.3			248	0	0	0	0	248
4	Katie Summer 2024	Grad and Undergrad	2.2	2.3			0	267	0	0	0	267
Total Benefits							729	267	0	0	0	996
Total Personnel							33,887	11,884	0	0	0	45,771

EQUIPMENT												Total
Total Equipment							0	0	0	0	0	0

TRAVEL							International?	Period 1	Period 2	Period 3	Period 4	Period 5	Total
							Total Domestic Travel	0	0	0	0	0	0
							Total International Travel	0	0	0	0	0	0
Total Travel								0	0	0	0	0	0

PARTICIPANT/TRAINEE SUPPORT Costs Details /Notes:												
Total Participant Support							0	0	0	0	0	0

OTHER DIRECT COSTS:												
Materials and Supplies							Period 1	Period 2	Period 3	Period 4	Period 5	Total
Total Materials and Supplies							0	0	0	0	0	0

Publication Costs												
Total Publication Costs							0	0	0	0	0	0

Consultant Services												Total
Total Consultant Services							0	0	0	0	0	0

Subaward Costs						Type of Subaward	Period 1	Period 2	Period 3	Period 4	Period 5	Total
Total Subaward Costs							0	0	0	0	0	0

GSR Tuition/Fees		Esc/Rates		P1	P2	P3	P4	P5	Academic Year Rate Split:					
Available Tuition Months (based on project dates):				9	9	0	0	0	9/0	9/0	0/0	0/0	0/0	Total
Name or Notes	Use Buydown	AY	Rates	QRTs	#GSRs	#GSRs	#GSRs	#GSRs	10,658	0	0	0	0	10,658
Katie Lauck	Resident	10%	19,378	2					10,658	0	0	0	0	10,658
Single IRB Fees				# per Period										
Site Name or Notes	Recharge Type (Choose:)	UC?	\$/per	P1	P2	P3	P4	P5	0	0	0	0	0	0
	On-Boarding- No Agreement	Non-UC	\$2,974						0	0	0	0	0	0
	Continuing Review	Non-UC	\$1,620						0	0	0	0	0	0
	Continuing Review	UC	\$1,211						0	0	0	0	0	0
	On-Boarding- No Agreement	Non-UC	\$2,974						0	0	0	0	0	0
Primate Center Costs				Type:	Federal				0	0	0	0	0	0
														0
														0
														0
Other Expenses				Subject to IDC Calc (MTDC)?										
				Other Expenses Subject to Indirect:					0	0	0	0	0	0
				Other Expenses Excluded from Indirect:					0	0	0	0	0	0
Total Other Direct Costs									10,658	0	0	0	0	10,658

Total Direct Costs	Choose Rate Type from Dropdown Below:	44,545	11,884	0	0	0	56,429
Indirect Cost Base	Rate Type: On-Campus Research	33,887	11,884	0	0	0	45,771
Indirect Costs		20,332	7,249	0	0	0	27,581
Total Costs (Direct + Indirect)		\$64,877	\$19,133	\$0	\$0	\$0	\$84,010

Name of Project: **PSC & Ulati Soil Assessment and Bank Stabilization Project**

SOLANO COUNTY WATER AGENCY

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

THIS AGREEMENT, effective **July 14, 2023**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Victor P. Claassen**, hereinafter referred to as "Contractor."

The Agency requires services for **PSC & Ulati Soil Assessment and Bank Stabilization Project**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$170,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month. *Invoices that are over 6 months old will not be approved or paid by the Agency.* **In no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.**

Every invoice shall specify hours worked for each task identified in Exhibit A undertaken. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

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

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2024** as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

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

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

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

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

6. **INDEMNIFY AND HOLD HARMLESS**

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

7. **INSURANCE**

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

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

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

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

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

1. **Additional Insured Status:** Solano County Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

2. **Primary Coverage:** For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Solano County Water Agency, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Solano County Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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

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

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

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

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

8. **COMPLIANCE WITH LAW**

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

9. **RECORD RETENTION**

Except for materials and records, delivered to the Agency, the Contractor shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least three years after the Contractor's receipt of the

final payment under this Agreement. Upon request by the Agency, the Contractor shall make such materials and records available to the Agency at no additional charge and without restriction or limitation to State and federal governments at no additional charge.

10. **OWNERSHIP OF DOCUMENTS**

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

11. **SUBCONTRACT AND ASSIGNMENT**

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

12. **NONRENEWAL**

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

13. **NOTICE**

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

AGENCY

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

CONTRACTOR

Victor P. Claassen
2446 Bucklebury Road
Davis, CA 95616

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

Solano County Water Agency
a Public Agency

By: _____
Chris Lee
General Manager

By: _____
Victor P. Claassen, PhD
Research Soil Scientist

FOR SCWA USE ONLY

Contract Period: July 1, 2023 to June 30, 2024
File Number: AG-V-5
Account Manager: Alex Rabidoux
G/L Account #: Varies (see Exhibit A)
Job Cost #: -----
Contract Type: Professional Services

EXHIBIT A

SCOPE OF SERVICES

Scope of Work

SCWA requires assistance with bank stabilization at several project sites. Using native vegetation has proved elsewhere to be just as effective and cheaper than traditional bank stabilization methods.

Putah South Canal, Vegetation & Bank Stabilization Trials

SCWA requires assistance with vegetation and bank stabilization trials on the Putah South Canal. These trials would be to develop vegetative and bank stabilization trials at several locations along the Putah South Canal (PSC). Work with SID pest management and operations staff to maintain existing vegetative trials. Scale up 1-2 large vegetative trials along the PSC. Work with SCWA and SID staff during the scale-up process, to develop mechanized methods for successful large-scale vegetative trials. Update the Standard Operating Procedures (SOPs) to reflect the scaled-up and mechanized methods developed.

Ulati Flood Control Project, Vegetation & Bank Stabilization Trials

SCWA requires assistance with vegetations and bank stabilization trial on the Ulati Flood Control Channel. These trials would be to develop vegetative and bank stabilization trials at several locations along the Ulati Flood Control Project (UFCP). Work with the County Channels Crew to develop several new and existing vegetative trials. Scale up 1-2 large vegetative trials along the UFCP. Work with SCWA and County staff during the scale-up process, to develop mechanized methods for successful large-scale vegetative trials. Update the Standard Operating Procedures (SOPs) to reflect the scaled-up and mechanized methods developed.

Nishikawa Project Support

SCWA requires technical support and expertise on the Nishikawa Project. Develop SOP plans and goals for the vegetative plots, working closely with Water Agency staff. Provide key details to Water Agency staff for inclusion into the Nishikawa Restoration contract documents.

Peterson Ranch Vegetation Plots

SCWA requires technical support on the Petersen Ranch Vegetation Plots.

Deliverables

Putah South Canal, Vegetation & Bank Stabilization Trials Report- Presentations to the Solano Water Advisory Commission (SWAC), Napa-Solano WQ Meeting, PSC Users Meeting, and potentially the SCWA Board of Directors.

Ulati Flood Control Project, Vegetation & Bank Stabilization Trials Report- Presentations to the SWAC, Napa-Solano WQ Meeting, PSC Users Meeting, and potentially the SCWA Board of Directors.

VENDOR PROPOSAL

Task 1 – Putah South Canal, Vegetative & Bank Stabilization Trials **\$65,000**

G/L Account #: 6140SC-4748

Continue to develop vegetative and bank stabilization trials at several locations along the Putah South Canal (PSC). Work with SID pest management and operations staff to maintain existing vegetative trials. Scale up 1-2 large vegetative trials along the PSC. Work with SCWA and SID staff during the scale-up process, to develop mechanized methods for successful large-scale vegetative trials. Update the Standard Operating Procedures (SOPs) to reflect the scaled-up and mechanized methods developed.

- Maintain and refine existing vegetative trials.
- Work with SCWA-SID staff to develop mechanized methods.
- Scale up 1-2 large trials using mechanized methods.
- Update the SOPs to reflect the new methods.
- Document lessons learned from the 21-22, 22-23, 23-24 seasons.

Deliverable 1-A: Prepare a succinct report (a) discussing key activities in FYs 21-22, 22-23, 23-24, (b) lessons learned and improvements made each year, (c) recommended seed/plug/rhizome mixtures, and (d) mixture recipe for the entire PSC. March-2024.

Deliverable 1-B: Presentations to the Solano Water Advisory Commission (SWAC), Napa-Solano WQ Meeting, PSC Users Meeting, and potentially the SCWA Board of Directors.

Task 2 – Ulati Flood Control Project, Vegetative & Bank Stabilization Trials **\$65,000**

G/L Account #: 6140U-4748

Continue to develop vegetative and bank stabilization trials at several locations along the Ulati Flood Control Project (UFCP). Work with the County Channels Crew to develop several new and existing vegetative trials. Scale up 1-2 large vegetative trials along the UFCP. Work with SCWA and County staff during the scale-up process, to develop mechanized methods for successful large-scale vegetative trials. Update the Standard Operating Procedures (SOPs) to reflect the scaled-up and mechanized methods developed.

- Develop, maintain, and refine existing vegetative trials.
- Work with SCWA-County staff to develop mechanized methods.
- Scale up 1-2 large trials using mechanized methods.
- Update the SOPs to reflect the new methods.
- Document lessons learned from the 21-22, 22-23, 23-24 seasons.

Deliverable 2-A: Prepare a succinct report combined with Deliverable 1-A above (a) discussing key activities in FYs 21-22, 22-23, 23-24, (b) lessons learned and improvements made each year, (c) recommended seed/plug/rhizome mixtures, and (d) mixture recipe for the entire UFCP. March-2024.

Deliverable 2-B: Presentations to the Solano Water Advisory Commission (SWAC), Napa-Solano WQ Meeting, PSC Users Meeting, and potentially the SCWA Board of Directors.

Task 3 – Nishikawa Support **\$20,000**

G/L Account #: 6622SC – Planning and Permitting

Provide technical support and expertise on the Nishikawa vegetative plots and plantings.

Develop SOP plans and goals for the vegetative plots, working closely with Water Agency staff.

Provide key details to Water Agency staff for inclusion into the Nishikawa Restoration contract documents. Water Agency staff will conduct the actual planting, weeding, and irrigation of the plots and plantings.

Task 4 – Peterson Ranch Vegetative Plots **\$10,000**

As requested by Water Agency staff, provide technical support on the Peterson Ranch Vegetative Plots. Develop plans and goals for the vegetative plots, working closely with Water Agency staff. Conduct periodic inspections and provide technical expertise on the Peterson Ranch Plots.

Task 5 – Other Project Support **\$10,000**

Provide technical support and expertise on other vegetative and bank stabilization projects not included above, as directed by Water Agency staff.

EXHIBIT B

RATE OF COMPENSATION

ITEM	RATE & DESCRIPTION
Hourly Rate	\$130 / hour
Mileage	IRS Annual Mileage Rate
Reimbursements	Include Copies of All Receipts, No Overhead Charges

Name of Project: **Nuisance Vegetation Management**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Contractor)

THIS AGREEMENT, **effective July 14, 2023**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and Washburn Ag, hereinafter referred to as "Contractor."

The Agency requires services for **Nuisance Vegetation Management** and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$65,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month. Invoices that are over 6 months old will not be approved or paid by the Agency. **In no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.**

Every invoice shall specify hours worked for each task identified in Exhibit A undertaken. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

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

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2024** as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

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

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

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

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

6. **PERMITS**

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

7. **INDEMNIFY AND HOLD HARMLESS**

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

8. **INSURANCE**

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

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

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general

aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Solano County Water Agency) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Solano County Water Agency, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Solano County Water Agency has received a waiver of subrogation from the insurer.

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

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

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

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

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

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

Verification of Coverage – Contractor shall furnish the Solano County Water Agency with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Solano County

Water Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Solano County Water Agency reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

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

9. **COMPLIANCE WITH LAW**

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

10. **RECORD RETENTION**

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

11. **OWNERSHIP OF DOCUMENTS**

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

12. **SUBCONTRACT AND ASSIGNMENT**

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

13. **NONRENEWAL**

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

14. **NOTICE**

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

AGENCY

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

CONTRACTOR

Phil Washburn
Washburn Ag
1222 Hall Street
Arbuckle, CA 95912

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

Solano County Water Agency
a Public Agency

Washburn Ag

By: _____
Chris Lee
General Manager

By: _____
Phil Washburn
Owner

FOR SCWA USE ONLY

Contract Period: 7/01/2023 to 6/30/2024
File Number: _____
Account Manager: Gustavo Cruz
G/L Account #: 6650U & 6650 G
Job Cost #: _____
Contract Type: Prof. Services

EXHIBIT A

SCOPE OF SERVICES

Task #1

Ulati Flood Control Projects (Zone 1) – provide consultation, application and reporting as directed to the Agency and Solano County Resource Management Department on herbicide application. Estimate for 2022 is 390 acres @ \$100 / ac or \$39,000. Additional \$1,000.

Task #2

Green Valley Flood Control Project (Zone 2) – Provide Consultation, application and reporting as directed to the agency and Solano County Resource Management Department on herbicide application. Estimate for 2022-2023 is 18 acres @ \$100 / ac or \$1,800. Additional \$200.

Task #3

Spot treatments of cattails and tule throughout Ulati and Green Valley Flood Control projects as needed and requested by agency staff and Solano County Resource Management department.
Additional \$23,000 for labor and materials cost.

EXHIBIT B

RATE OF COMPENSATION

Ulati Flood Control Project (UFCP) and Green Valley Flood Control Project (GVFCP)
Herbicide consultation - \$100.00/acre

Task	Project	Area (acres)	Cost	Additional	Total
#1	Ulati	390	\$39,000	\$1,000	\$40,000
#2	Green Valley	18	\$1,800	\$200	\$2,000
#3	Spot Treatment	N/A		\$23,000	\$23,000

Total Contract Amount: \$65,000

Name of Project: **Wildlife Survey and Photo Services**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Contractor)

THIS AGREEMENT, **effective July 14, 2023**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Wildlife Survey and Photo Service**, hereinafter referred to as "Contractor."

The Agency requires services for **Solano Project Invasive Species Monitoring, Media Development, Wildlife Surveying and Monitoring**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$225,682** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month. **Invoices that are over 6 months old will not be approved or paid by the Agency. In no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.**

Every invoice shall specify hours worked for each task identified in Exhibit A undertaken. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

Each invoice shall be accompanied by a spreadsheet showing, by month, costs incurred to date for the project broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each task,

budget amounts, total expended and remaining amounts. The spreadsheet shall show a subtotal for each fiscal year covered by the contract. Any amendments to the contract shall be listed and incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2024** as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

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

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

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

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

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

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

7. **INDEMNIFY AND HOLD HARMLESS**

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

8. **INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

9. **COMPLIANCE WITH LAW**

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

10. **RECORD RETENTION**

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11. **OWNERSHIP OF DOCUMENTS**

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

12. **SUBCONTRACT AND ASSIGNMENT**

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

13. **NONRENEWAL**

The Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by the Contractor under this Agreement will be purchased by the Agency under a new agreement following expiration or termination of this Agreement, and waives all rights or

claims to notice or hearing respecting any failure to continue purchase of all or any such services from the Contractor.

14. **NOTICE**

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

AGENCY

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

CONTRACTOR

Ken W. Davis
Wildlife Survey and Photo Service
2443 Fair Oaks Blvd. #209
Sacramento CA 95825

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

Solano County Water Agency
a Public Agency

By: _____
Chris Lee
General Manager

By: _____
Ken W. Davis
Wildlife Survey and Photo Service
2443 Fair Oaks Blvd. #209
Sacramento CA 95825

FOR SCWA USE ONLY

Contract Period: 7/1/23 to 6/30/24
File Number: _____
Account Manager: Drew Gantner
G/L Account #: 6164SC
Job Cost #: _____
Contract Type: Professional Services

EXHIBIT A

SCOPE OF SERVICES

Scope of Work

SCWA requires assistance with monitoring and surveying for invasive species for the Solano Project, including Lake Berryessa, the Putah South Canal, and Putah Creek. Additional assistance is needed to document existing restoration efforts.

Solano Habitat Conservation Plan

SCWA requires assistance with documentation of restoration efforts for the Solano Habitat Conservation Plan at Petersen Ranch for burrowing owl nesting efforts.

Fish Videos for Putah Creek

SCWA requires assistance with documentation of restoration efforts on Putah Creek, documenting adult and juvenile salmon and other native fish species.

Putah Creek Media Development

SCWA requires assistance with documentation on Putah Creek restoration efforts for education and research, including terrestrial and in creek work such as the scarification projects.

Peterson Ranch Vegetation Plots

SCWA requires assistance with documentation of restoration efforts on Petersen Ranch.

General Mussel Surveys

SCWA requires assistance with general invasive mussel surveys and continuation with Solano Project Mussel Education and Prevention Plan.

Mussel Surveys Lake Berryessa

SCWA requires assistance with invasive mussel surveys on Lake Berryessa, including veliger tows/plates, and plankton tows at various marinas and on the lake.

Mussel Survey on Putah Creek

SCWA requires assistance with invasive mussel surveys on the Inner Dam Reach of Putah Creek.

Mussel Surveys on Putah South Canal

SCWA requires assistance with invasive mussel surveys on the Putah South Canal.

Deliverables

Photo and video documentation for all restoration efforts on Putah Creek and Petersen Ranch

VENDOR PROPOSAL

Ken W. Davis - PROPOSED SCWA Budget 2023-24										
Task No	Task	Task Description	Total Hours	Labor Bio @ \$108 hr.	DC Item	DC Cost	Miles	Miles @ 0.65	Total DC	Total Labor & DC
1.0	SOLANO HABITAT CONSERVATION PROJECT									
1.1	Complete HCP Project	CONTINUE AS NEEDED: Work on species included in the Solano HCP Project as needed.	30	3240	Sig	91.1	1076	699.4	790.5	4030.5
	Total Prior Charges		0	0				0		0
	CURRENT Charges		0	0		0	0	0	0	0
	Total Charges to Date		0	0		0	0	0	0	0
	Contract Balance		30	3240		91.1	1076	699.4	790.5	4030.5
2.0	FISH VIDEO (Documentation) MONITORING									
2.1	Putah Creek Fish Video (Subsurface)	CONTINUE: Capture subsurface video of fish in Lower Putah Creek including, salmon, trout, Tule Perch, Lamprey Eels, and others. Used for education, research, and documentation.	150	16,200.00	Storage Disk	400.00	3600	2340.00	2740.00	18940.00
	Total Prior Charges		0.00				0			
	CURRENT Charges		0.00		0.00	0	0.00	0.00	0.00	0.00
	Total Charges to Date		0.00		0.00	0	0.00	0.00	0.00	0.00
	Contract Balance		150	16,200.00		400.00	3600	2,340.00	2,740.00	18,940.00
3.0	GENERAL / PUTAH CREEK MEDIA DEVELOPMENT									
3.1	Putah Creek Media Development	CONTINUE: Developing media resources for education, research, and documentation. Subjects include wildlife, work such as scarification and media for social media as needed.	125	13,500.00	Storage	400.00	2500	1625.00	2025.00	15525.00
	Total Prior Charges		0.00				0.00	0.00	0.00	0.00
	CURRENT Charges		0.00		0.00	0	0.00	0.00	0.00	0.00
	Total Charges to Date		0.00		0.00	0	0.00	0.00	0.00	0.00
	Contract Balance		125	13,500.00		400.00	2500	1,625.00	2,025.00	15,525.00
3.2	Media Prod: Sal. Fest. & Video Processing	CONTINUE: Includes post production of media resources for education, research and documentation. Media and products for the Winters Salmon Festival are included in this task.	125	13,500.00	Software / Month	220.00	500	325.00	545.00	14,045.00
	Total Prior Charges		0.00				0.00	0.00	0.00	0.00
	CURRENT Charges		0.00		0.00	0	0.00	0.00	0.00	0.00
	Total Charges to Date		0.00		0.00	0	0.00	0.00	0.00	0.00
	Contract Balance		125	13,500.00		220.00	500	325.00	545.00	14,045.00
3.3	Scarification / Habitat Development	CONTINUE: Planning, permit obligations, pre-construction surveys, construction observations, and post-constrction monitoring and surveys.	140	15,120.00			2000	1,300.00	1,300.00	16,420.00
	Total Prior Charges		0.00				0.00	0.00	0.00	0.00
	CURRENT Charges		0.00				0.00	0.00	0.00	0.00
	Total Charges to Date		0.00			0	0.00	0.00	0.00	0.00
	Contract Balance		140	15,120.00			2000	1,300.00	1,300.00	16,420.00
	Total for General / Putah Creek Media		390	42,120.00		620.00	5000	3,250.00	3,870.00	45,990.00
	Total Prior Charges		0	0.00		0.00	0	0.00	0.00	0.00
	CURRENT Charges		0	0.00		0.00	0	0.00	0.00	0.00
	Total Charges to Date		0	0.00		0.00	0	0.00	0.00	0.00
	Contract Balance		390	42,120.00		620.00	5000	3,250.00	3,870.00	45,990.00

Ken W. Davis - PROPOSED SCWA Budget 2023-24										
Task No	Task	Task Description	Total Hours	Labor Bio @ \$108 hr.	DC Item	DC Cost	Miles	Miles @ 0.65	Total DC	Total Labor & DC
4.0	PETERSON RANCH MEDIA DEVELOPMENT									
4.1	Peterson Ranch / Media / Owl Work	CONTINUE: Wildlife camera monitoring of artificial burrowing owl structures, development of vernal pool media including still images, and video. Seasonal imagery of vernal pool habitat.	440	47,520.00	Batteries	220.00	5400	3,510.00	3,730.00	51,250.00
	Total Prior Charges			0.00				0.00	0.00	0.00
	CURRENT Charges		0	0.00		0.00	0	0.00	0.00	0.00
	Total Charges to Date		0	0.00		0.00	0	0.00	0.00	0.00
	Contract Balance		440	47,520.00		220.00	5400	3,510.00	3,730.00	51,250.00
5.0	MUSSEL SURVEYS - GENERAL									
5.1	Mussel General / Reports	PHASE OUT: General. Assist with continuation of the Solano Project Eurasian Mussel Education & Prevention Plan and the Rapid Response Plan for Solano Project.	40	4,320.00		0	800	520.00	520.00	4,840.00
	Total Prior Charges			0.00				0.00	0.00	0.00
	CURRENT Charges		0	0.00		0	0	0.00	0.00	0.00
	Total Charges to Date		0	0.00		0	0	0.00	0.00	0.00
	Contract Balance		40	4,320.00		0	800	520.00	520.00	4,840.00
MUSSEL SURVEYS - LAKE BERRYESSA										
5.2	Capell Cove (Veliger tows / plates)	PHASE OUT: Plankton tows & sample processing. Deploy adult mussel detection plates. Check banks and other infrastructure for adult mussels. Educate anglers where possible.	110	11,880.00	Micro Sup	300.50	1500	975.00	1,275.50	13,155.50
	Total Prior Charges			0.00				0.00	0.00	0.00
	CURRENT Charges		0	0.00		0.00	0	0.00	0.00	0.00
	Total Charges to Date		0	0.00		0.00	0	0.00	0.00	0.00
	Contract Balance		110	11,880.00		300.50	1500	975.00	1,275.50	13,155.50
5.3	Markley Cove (veliger tows / plates)	PHASE OUT: Plankton tows & sample processing. Deploy adult mussel detection plates. Check banks and other infrastructure for adult mussels. Educate anglers where possible.	112	12,096.00	Nets	600.00	1500	975.00	1,575.00	13,671.00
	Total Prior Charges			0.00				0.00	0.00	0.00
	CURRENT Charges		0	0.00		0.00	0	0.00	0.00	0.00
	Total Charges to Date		0	0.00		0.00	0	0.00	0.00	0.00
	Contract Balance		112	12,096.00		600.00	1500	975.00	1,575.00	13,671.00
5.4	Pleasure Cove (Veliger Tows / Plates)	PHASE OUT: Plankton tows & sample processing. Deploy adult mussel detection plates. Check banks and other infrastructure for adult mussels. Educate anglers where possible.	100	10,800.00	Plates	500.00	1500	975.00	1,475.00	12,275.00
	Total Prior Charges			0.00				0.00	0.00	0.00
	CURRENT Charges		0	0.00		0.00	0	0.00	0.00	0.00
	Total Charges to Date		0	0.00		0.00	0	0.00	0.00	0.00
	Contract Balance		100	10,800.00		500.00	1500	975.00	1,475.00	12,275.00
5.5	Other (USBR, Steele Park etc.)	PHASE OUT: Plankton tows & sample processing. Deploy adult mussel detection plates. Check banks and other infrastructure for adult mussels. Educate anglers where possible.	115	12,420.00		600.00	2000	1,300.00	1,900.00	14,320.00
	Total Prior Charges			0.00				0.00	0.00	0.00
	CURRENT Charges		0	0.00		0.00	0	0.00	0.00	0.00
	Total Charges to Date		0	0.00		0.00	0	0.00	0.00	0.00
	Contract Balance		115	12,420.00		600.00	2000	1,300.00	1,900.00	14,320.00
5.6	North Lake Berryessa	PHASE OUT: Plankton tows & sample processing. Deploy adult mussel detection plates. Check banks and other infrastructure for adult mussels. Educate anglers where possible.	80	8,640.00			1800	1,170.00	1,170.00	9,810.00
	Total Prior Charges			0.00				0.00	0.00	0.00
	CURRENT Charges		0	0.00			0	0.00	0.00	0.00
	Total Charges to Date		0	0.00			0	0.00	0.00	0.00
	Contract Balance		80	8,640.00			1800	1,170.00	1,170.00	9,810.00
	Totals for Lake Berryessa Mussel Surveys		517	55,836.00		2,000.50	8300	5,395.00	7,395.50	63,231.50
	Total Prior Charges		0	0.00		0.00	0	0.00	0.00	0.00
	CURRENT Charges		0	0.00		0.00	0	0.00	0.00	0.00
	Total Charges to Date		0	0.00		0.00	0	0.00	0.00	0.00
	Contract Balance		517	55,836.00		2,000.50	8300	5,395.00	7,395.50	63,231.50

Ken W. Davis - PROPOSED SCWA Budget 2023-24										
Task No	Task	Task Description	Total Hours	Labor Bio @ \$108 hr.	DC Item	DC Cost	Miles	Miles @ 0.65	Total DC	Total Labor & DC
MUSSEL SURVEYS - INTERDAM										
5.7	Monticello Dam - Zebra Mussel Survey		30	3,240.00	Plates	200.00	1500	975.00	1,175.00	4,415.00
	Total Prior Charges	<i>CONTINUE AS NEEDED : Regular small net plankton tows. Deploy and monitor adult colonization plates. Check banks for adult mussels.</i>		0.00				0.00	0.00	0.00
	CURRENT Charges		0	0.00		0.00	0	0.00	0.00	0.00
	Total Charges to Date		0	0.00		0.00	0	0.00	0.00	0.00
	Contract Balance		30	3,240.00		200.00	1500	975.00	1,175.00	4,415.00
5.8	Interdam Section		30	3,240.00			500	325.00	325.00	3,565.00
	Total Prior Charges	<i>CONTINUE AS NEEDED: Monitor flow regime on sensitive invertebrates. Monitor NZMS populations and surveys for Didymo and other inv. Species. Monitor invertebrate community when feasible.</i>		0.00				0.00	0.00	0.00
	CURRENT Charges		0	0.00			0	0.00	0.00	0.00
	Total Charges to Date		0	0.00			0	0.00	0.00	0.00
	Contract Balance		30	3,240.00			500	325.00	325.00	3,565.00
5.9	Lake Solano Docks		30	3,240.00			1200	780.00	780.00	4,020.00
	Total Prior Charges	<i>CONTINUE AS NEEDED : Monitor for Invasive Mussels and other invasive species in vicinity of launch ramp. Passive survey for Hydrilla. Passive survey for Native Mussels</i>		0.00				0.00	0.00	0.00
	CURRENT Charges		0	0.00			0	0.00	0.00	0.00
	Total Charges to Date		0	0.00			0	0.00	0.00	0.00
	Contract Balance		30	3,240.00			1200	780.00	780.00	4,020.00
5.10	Diversion Dam Area		40	4,320.00			600	390.00	390.00	4,710.00
	Total Prior Charges	<i>CONTINUE AS NEEDED: Monitor for Eurasian Mussels using plankton tows and adult colonization plates.</i>		0.00				0.00	0.00	0.00
	CURRENT Charges		0	0.00			0	0.00	0.00	0.00
	Total Charges to Date		0	0.00			0	0.00	0.00	0.00
	Contract Balance		40	4,320.00			600	390.00	390.00	4,710.00
	Totals for Interdam Mussel Surveys		130	14,040.00		200.00	3800	2,470.00	2,670.00	16,710.00
	Total Prior Charges		0	0.00		0.00	0	0.00	0.00	0.00
	CURRENT Charges		0	0.00		0.00	0	0.00	0.00	0.00
	Total Charges to Date		0	0.00		0.00	0	0.00	0.00	0.00
	Contract Balance		130	14,040.00		200.00	3800	2,470.00	2,670.00	16,710.00

Ken W. Davis - PROPOSED SCWA Budget 2023-24										
Task No	Task	Task Description	Total Hours	Labor Bio @ \$108 hr.	DC Item	DC Cost	Miles	Miles @ 0.65	Total DC	Total Labor & DC
PUTAH SOUTH CANAL - MUSSELS										
5.11	Miles 1 - 5	PHASE OUT: Monitor selected areas and random sites in PSC when possible for NSMS, Eurasian Mussels and other invasives using tows, traps and colonization plates. Quick visual surveys of canal infrastructure.	30	3,240.00	Nets	500.00	2,000	1,300.00	1,800.00	5,040.00
	Total Prior Charges			0.00				0.00	0.00	0.00
	CURRENT Charges		0	0.00		0.00	0	0.00	0.00	0.00
	Total Charges to Date		0	0.00		0.00	0	0.00	0.00	0.00
	Contract Balance		30	3,240.00		500.00	2,000	1,300.00	1,800.00	5,040.00
5.12	Miles 6 - 15	PHASE OUT: Monitor selected areas and random sites in PSC when possible for NSMS, Eurasian Mussels and other invasives using tows, traps and colonization plates. Quick visual surveys of canal infrastructure.	30	3,240.00	Traps	300.00	1,900	1,235.00	1,535.00	4,775.00
	Total Prior Charges			0.00				0.00	0.00	0.00
	CURRENT Charges		0	0.00		0.00	0	0.00	0.00	0.00
	Total Charges to Date		0	0.00		0.00	0	0.00	0.00	0.00
	Contract Balance		30	3,240.00		300.00	1,900	1,235.00	1,535.00	4,775.00
5.13	Miles 16 - 30	PHASE OUT: Monitor selected areas and random sites in PSC when possible for NSMS, Eurasian Mussels and other invasives using tows, traps and colonization plates. Quick visual surveys of canal infrastructure.	30	3,240.00			500	325.00	325.00	3,565.00
	Total Prior Charges			0.00				0.00	0.00	0.00
	CURRENT Charges		0	0.00			0	0.00	0.00	0.00
	Total Charges to Date		0	0.00			0	0.00	0.00	0.00
	Contract Balance		30	3,240.00			500	325.00	325.00	3,565.00
5.14	Terminal Reservoir	PHASE OUT: Monitor selected areas and random sites in PSC when possible for NSMS, Eurasian Mussels and other invasives using tows, traps and colonization plates. Quick visual surveys of canal infrastructure.	20	2,160.00			2,600	1,690.00	1,690.00	3,850.00
	Total Prior Charges			0.00				0.00	0.00	0.00
	CURRENT Charges		0	0.00			0	0.00	0.00	0.00
	Total Charges to Date		0	0.00			0	0.00	0.00	0.00
	Contract Balance		20	2,160.00			2,600	1,690.00	1,690.00	3,850.00
5.15	Conveyance Creeks (3)	When possible: Invasive species surveys to include: Visual surveys, traps and appropriate nets.	20	2,160.00			2,000	1,300.00	1,300.00	3,460.00
	Total Prior Charges			0.00				0.00	0.00	0.00
	CURRENT Charges		0	0.00			0	0.00	0.00	0.00
	Total Charges to Date		0	0.00			0	0.00	0.00	0.00
	Contract Balance		20	2,160.00			2,000	1,300.00	1,300.00	3,460.00
	Totals for PSC NZMS Monitoring		130	14,040.00		800.00	9,000	5,850.00	6,650.00	20,690.00
	Total Prior Charges		0	0.00		0.00	0	0.00	0.00	0.00
	CURRENT Charges		0	0.00		0.00	0	0.00	0.00	0.00
	Total Charges to Date		0	0.00		0.00	0	0.00	0.00	0.00
	Contract Balance		130	14,040.00		800.00	9,000	5,850.00	6,650.00	20,690.00
MUSSEL SURVEYS - TOTAL										
	Totals for MUSSEL MONITORING		817	88236		3000.5	21900	14235	17235.5	105471.5
	Total Prior Charges		0	0		0	0	0	0	0
	CURRENT Charges		0	0		0	0	0	0	0
	Total Charges to Date		0	0		0	0	0	0	0
	Contract Balance		817	88236		3000.5	21900	14235	17235.5	105471.5
PROJECT TOTALS										
	PROJECT TOTALS		1827	197,316.00		4,331.60	36,976.00	24,034.40	28,366.00	225,682.00
	Total Prior Charges		0	0.00		0.00	0.00	0.00	0.00	0.00
	CURRENT Charges		0	0.00		0.00	0.00	0.00	0.00	0.00
	Total Charges to Date		0	0.00		0.00	0.00	0.00	0.00	0.00
	Contract Balance		1827	197,316.00		4,331.60	36,976.00	24,034.40	28,366.00	225,682.00

EXHIBIT B

RATE OF COMPENSATION

Labor: \$108/ hour
Mileage: \$.65/ Mile
Supplies: At Cost

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Contractor)

THIS AGREEMENT, **effective July 14, 2023**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Yolo County Resource Conservation District**, hereinafter referred to as "Contractor."

The Agency requires services for **Westside IRWM Coordination Committee**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for **Yolo Resource Conservation District – Westside IRWM Coordination Committee** as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$80,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month. Invoices that are over 6 months old will not be approved or paid by the Agency. **In no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.**

Every invoice shall specify hours worked for each task identified in Exhibit A undertaken. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

Each invoice shall be accompanied by a spreadsheet showing, by month, costs incurred to date for the project broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each task, budget amounts, total expended and remaining amounts. The spreadsheet shall show a subtotal for

each fiscal year covered by the contract. Any amendments to the contract shall be listed and incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2024** as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

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

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

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

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

6. **PERMITS**

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

7. **INDEMNIFY AND HOLD HARMLESS**

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

8. **INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

9. **COMPLIANCE WITH LAW**

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

10. **RECORD RETENTION**

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

11. **OWNERSHIP OF DOCUMENTS**

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

12. **SUBCONTRACT AND ASSIGNMENT**

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

13. **NONRENEWAL**

The Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by the Contractor under this Agreement will be purchased by the Agency under a new agreement following expiration or termination of this Agreement, and waives all rights or

claims to notice or hearing respecting any failure to continue purchase of all or any such services from the Contractor.

14. **NOTICE**

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

AGENCY

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

CONTRACTOR

Yolo Resource Conservation District
221 West Court Street, Suite 1
Woodland, CA 95695

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

Solano County Water Agency
a Public Agency

Yolo County Resource Conservation District

By: _____
Chris Lee
General Manager

By: _____
Heather Nichols
Executive Director

FOR SCWA USE ONLY

Contract Period: 7/1/2023 to 6/30/2024
File Number: AG-Y-1
Account Manager: Drew Gantner
G/L Account #: 6140AC - 1713
Job Cost #: \$80,0000
Contract Type: Professional Services

EXHIBIT A

SCOPE OF SERVICES

Scope of Work

SCWA requires assistance with executive level management services to the Coordinating Committee of the Westside Integrated Regional Water Management Plan.

Meeting Facilitation

SCWA requires assistance with meeting facilitation services for the Coordinating Committee of the Westside Integrated Regional Water Management Plan.

Public Outreach

SCWA requires assistance with all outreach efforts of the Westside Integrated Regional Water Management Plan.

Data Management

SCWA requires assistance with data management needs of the Westside Integrated Regional Water Management Plan.

Deliverables

Coordinating Committee Meeting Agenda, Notes, and Supporting Materials

IRWMP Project Tracking

IRWMP Annual Work Plan

Monthly Funding Spreadsheet

VRNDOR PROPOSAL



Yolo County Resource Conservation District

221 West Court Street, Suite 1
Woodland, CA 95695

phone: (530) 661-1688
www.yolorcd.org

Proposal for Assistance in Administering the Westside Sacramento IRWMP Fiscal Year 2023-24

The Yolo County Resource Conservation District (RCD) proposes to continue to provide executive level management services to the Coordinating Committee (CC) in administering the Westside Sac Integrated Regional Water Management Plan (IRWMP). These services will be provided in the following generally-described ways. Flexibility as to the changing needs of the CC is understood.

Proposed Scope of Work

Task 1. Meeting Facilitation and Support

RCD Program Manager (PM) Kate Reza will assist the IRWM CC Chair with development of Regular Meeting agendas and packet materials, including recommending topics or presentations; projecting topic timing according to governance requirements, grant offerings, Small Grant Program timeline, reports from subcontractors, IRWM Plan tasks (i.e. project updates) and other time-sensitive activities; soliciting topics from other CC members; developing the annual schedule of Regular meetings, coordinating special meeting dates, times and locations; coordinating teleconference meetings as necessary; communicating and coordinating with presenters; supporting and managing the meetings so that they are organized and productive; taking minutes, transcribing minutes and distributing them within two weeks for post-meeting review; and completing meeting follow-up activities as requested. We estimate:

- Facilitate and support six Regular CC meetings. Typical meeting duration is two hours plus round-trip travel time (if in-person meetings resume). Meeting location rotation in 2023-24 calls for 2 meetings each in Solano and Yolo Counties, and 1 each in Napa and Lake Counties.
- Facilitate and support up to two Special meetings or other meetings as needed. These may be by phone, video or in person.
- Provide organizational support such as Brown Act compliance information, governance document development, information from outside professional training, development of organizational culture, networking through the Roundtable of Regions, with other IRWM Regions, other RCDs and/or the PM's existing contacts and partnerships.
- Provide reports to the CC at regular meetings on the funding status of the RCD contract; support regular development of Westside funding status reports by Solano County Water Agency.
- Submit Invoices for work completed on a monthly basis to the CC Chair for review and approval; once approved, submit to Solano County Water Agency for payment.



Yolo County Resource Conservation District

221 West Court Street, Suite 1
Woodland, CA 95695

phone: (530) 661-1688
www.yolorcd.org

Task 2. Public Outreach

The RCD PM will support all outreach efforts by the Westside Sac IRWM Coordinating Committee as follows:

- Generate materials, information, articles and design/layout for the Westside's annual report as pdf files; distribute to the Westside distribution list; provide to Solano County Water Agency for placement on website and to CC members for local and regional distribution; arrange for printed copies as requested.
- Communicate with all Westside Project Proponents and parties interested in meeting announcements about Westside activities, events, special announcements, timely grant opportunities and other information as it develops.
- Report on activities and accomplishments of the Westside as opportunities arise to local and regional municipalities, county governments, water/reclamation districts and related associations and others.

3. Data Management

The PM will inform, support and track CC success in implementing the Westside Sac IRWMP through the following.

- Tracking Projects (This is considered a "living document"):
 - Work with existing or new project proponents to review and revise Project Information Forms to ensure consistency with Westside IRWM Plan Goals and Objectives; place new projects on the agenda for approval and acceptance into the Plan.
 - Work with proponents of new Stormwater Resources Plan (SWRP) projects or Project Addenda, since its recent appendment to the IRWM Plan, to ensure the same consistency as above.
 - Designate Project numbers and update the IRWM Plan master project list as new projects are accepted into the IRWM Plan or the SWRP by the CC.
 - Contact all project proponents periodically as directed by the CC to get updates on project status. Provide tracking sheet to Solano County Water Agency for the Westside website. Use project status updates to develop portions of the Annual Report.
- Tracking Objectives (This is considered a "living document"): Track regional progress toward implementing IRWMP Objectives through updates on project progress and/or completion. Many Objectives may never be fully completed, though actual projects may be completed and contribute to Objective and Plan fulfillment. Tracking may include both IRWMP-listed projects and those not listed in the Plan. Information on projects not listed in the Plan will be obtained through CC members and the SPMs contacts and networks throughout the Westside region.
- Tracking Funding Opportunities: Develop and maintain an Excel spreadsheet document that organizes up-to-date funding opportunities from a wide range of State and Federal agencies, foundations, non-profits and other sources. Distribute this to Project Proponents and provide to Solano County Water Agency for placement on the Westside's website.

4. Other Duties as needed

As the activity level of the Coordinating Committee increases and programs expand, provide support as needed to maintain a thriving organization. Current and ongoing examples include:

- Coordinating and communicating with the DWR DACI grant team regarding community water system needs, workshops for DAC water purveyors and other grant activities.
- Work with EPA Brownfield Grant Project Manager on additional Brownfield activities.
- Interact with the IRWM Roundtable of Regions on topics and actions of statewide importance to the continuation and success of IRWM as a program.
- Communication with DWR liaisons and transition to new representatives
- Tracking transition of Yolo County Watershed Resources Association to Yolo Subbasin Groundwater Agency and ensuring charter requirements are met.

EXHIBIT B
RATE OF COMPENSATION

Proposed YCRCDC Budget - Westside Sac IRWMP Facilitation Support 2023-24						
Task	Item		Qty	Units	Unit Cost	Total Cost
1 MEETING FACILITATION AND SUPPORT						
	Develop meeting agendas, supporting materials; meeting preparation,					
	Facilitation/support at meetings; Prepare meeting minutes; meeting follow-up					
		Admin. Coordinator	280	hr	\$110.00	\$30,800.00
	Labor					\$30,800.00
		Printing			\$100.00	\$100.00
		Certificate of Insurance			\$125.00	\$125.00
		Office supplies			\$300.00	\$300.00
		Computer/Software			\$600.00	\$600.00
		Meeting Refreshments	6	mtg	\$65.00	\$390.00
	Materials					\$1,515.00
		Mileage rate for Vehicles- ¹	1007	mi	0.625	\$629.38
	Travel					\$629.38
Task Subtotal						\$32,944.38
2 PUBLIC OUTREACH						
	Support all outreach efforts by IRWM CC, Annual Report					
		Admin. Coordinator	100	hr	\$110.00	\$11,000.00
		YCRCDC Outreach Coordinator	40	hr	\$98.00	\$3,920.00
	Labor					\$14,920.00
		IT Support/Computer	12	mo	\$100.00	\$1,200.00
	Materials					\$1,200.00
Task Subtotal						\$16,120.00
3 DATA MANAGEMENT						
	Tracking Sheet #1 - IRWM Project Progress, Tracking Sheet #2 - IRWMP Regional Progress					
	Tracking Sheet #3 - Funding Opportunities					
		Admin. Coordinator	130	hr	\$110.00	\$14,300.00
	Labor					\$14,300.00
Task Subtotal						\$14,300.00
4 OTHER DUTIES AS NEEDED TO SUPPORT THE CC						
	Support the CC in Administering the Westside IRWMP					
		Admin. Coordinator	130	hr	\$110.00	\$14,300.00
	Labor					\$14,300.00
		Mileage rate for Vehicles- ²	279	mi	0.625	\$174.38
	Travel					\$174.38
Task Subtotal						\$14,474.38
Subtotal						\$77,838.76
Administration (15%)						\$527.81
Grand Total						\$78,366.57
	¹ 1 Round Trip (RT) Solano & Yolo 2; Napa & Lake 1					
	² 2 optional Special Meetings - 1 Napa, 1 Lake					

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: July 13, 2023

SUBJECT: Approve Updated Water Agency Procurement Policy

RECOMMENDATIONS:

Approve updated Water Agency Procurement Policy that will take effect July 14, 2023.

FINANCIAL IMPACT:

None.

BACKGROUND:


California law requires local agencies to adopt policies and procedures for the acquisition of materials, supplies, equipment, and services. Accordingly, the Water Agency’s Procurement Policy was first adopted by the Board on September 11, 2008 and since then has been revised six times to reflect changes in law and the cost of goods and services. Staff recommends updating the Procurement Policy to include:

- 1. Information on competitive sourcing (RFQ, IFB, and RFP).
- 2. Principle guidelines for professional and non-professional contracts.
- 3. Update employee credit card limit to \$2,500 per month.

Policy attached.

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:

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

Recommended: 
Chris Lee, 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, 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 July 13, 2023 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

Solano County Water Agency Procurement Policy

Inception Date: November 10, 2005

Last Revision Date: June, 11 2020

Draft Update to Board: July 13, 2023

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Introduction

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

Intent

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

Ethics and Code of Conduct

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

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

Procedure

1. Identify needs.
2. Identify type of purchase, i.e., material or goods, professional service, non-professional services, vehicles/equipment, or construction project.
3. Ensure the purchase is budgeted and funds are available.
4. Determine if competitive sourcing is needed.
5. Follow the appropriate process as defined in this policy below.
6. Expedite, receive, and verify receipt of goods and services.
7. Submit timely payment information.

Competitive Sourcing

Methods available for competitive sourcing:

a. Request for Quotation (RFQ)

Request for Quotations are generally informal solicitations. An informal solicitation contains fewer stringent requirements as other solicitation methods. Request for Quotations are normally used when the commodity is clearly defined. This method is used to obtain supplied, equipment, and certain services that can be clearly specified and awarded to the lowest responsible bidder.

b. Invitation for Bid (IFB)

An Invitation for Bids is a formal solicitation for bids. A formal solicitation generally requires that a bidders list be used, the bids are received sealed, and are publicly opened at a pre-specified place, date, and time. Additionally, bids for public works may also require advertising. The solicitation may contain terms and condition and instructions to bidders. This method is used only to determine if the supply, service, or construction item bid meets the purchase description. Essentially this is awarded on a purely objective basis to the lowest responsive and responsible bidder.

c. Request for Proposal (RFP)

A Request for Proposal (RFP) is a formal solicitation. It is most often used to describe a need for unique and undefined services or commodities. It allows the vendor to propose a

solution to a service that is sought by the Agency. All RFPs should have the statement of work and deliverables listed before advertised. As with other methods of formal solicitation, a bidders list can be used. Proposals are to be received by the date and time specified in the RFP; however, RFPs are not publicly opened. The only information that can be made public at the opening is the names of the proposers. No other information will be released until an award is made. This method may be used to determine not only if the items being offered meet the purchase description but may also be used to evaluate the relative merits of competing proposals. The quality of competing products or services may be compared, and trade-offs made between price and quality of the products or services offered. Award is then made to the responsible offeror whose proposal is most advantageous to the Agency.

Sole Source Procurement – Sole source procurement is authorized if one of the following conditions are met:

- The item or service is specialized or requires specific knowledge that only one business or consultant has that leads to project efficiencies.
- Is a continuing project that the business or consultant has worked on before that leads to efficiencies. The project must be ongoing. New projects must go out to compete.
- The item or service is being purchased through a Federal, State, or any Cooperative Purchasing Program contract or agreement that has been competitively solicited.
- An emergency occurs.
- The item or service is less than \$45,000 for contracts, or less than \$30,000 for purchase orders; however, RFP/RFQ are always encouraged.
- A sole source contract shall be re-evaluated after a three-year period of time; if sole source is still justified then a new contract shall be issued.

Local Vendor Preference Policy

Local Preference

In order to encourage businesses to locate and remain in the County the Agency has implemented a local preference policy.

Definition of Local Business

For purposes of this section, a “local business” means a business enterprise which has the following:

- i. a valid business license issued from within the Solano County; and
- ii. its principal business office, or a satellite office with at least one full-time employee, located in Solano County.

Preference:

- i. Where the lowest responsible bidder is not a local business, the Agency will provide the lowest responsible local business bidder, should one exist and its bid is within five percent (5%) of the lowest responsible bidder, with notice and an opportunity to reduce its bid to match that of the lowest responsible bidder. Notice

shall be by telephone and either facsimile or electronic mail. The local business shall have five (5) business days after the date of such notice to match the lowest bid, in writing. Should the local business so match, it shall be deemed the lowest responsible bidder and receive the award.

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

Types of Purchases

A. Materials, Supplies, Vehicles, and Equipment

Material, Supplies, Vehicles, and Equipment are items that are not construction or professional/non-professional service related. Employees, Supervisors, and Managers are responsible for ensuring that sufficient funds are available in their respective budgets before a purchase is made. The purchaser must designate an account and job code for every purchase and include a description of the item purchased (if not obvious) and the reason for the purchase on the invoice.

- i. **Purchases under \$1,000-** Agency employees may independently make individual purchases for materials and supplies up to \$1,000 including all shipping/handling, labor, sales tax, and other charges. Employees may not circumvent normal procurement methods by splitting purchases into a series of small orders. Though not required, oral or written quotes should be solicited from local vendors whenever possible and cost effective, unless purchase qualifies as an emergency or a sole source.
- ii. **Purchases between \$1,000 and \$30,000 -** If the purchase is between \$1,000 and \$30,000 a purchase requisition must be created and provided to accounts payable to create a purchase order. The General Manager and Executive Managers can sign purchase orders between \$1,000 and \$30,000. The \$30,000 limit must include all shipping/handling, labor, sales tax, and other charges.

- iii. **Purchases over \$30,000** - If the purchase is over \$30,000, the purchase order must go to the Board of Directors for approval. If approved, the Purchase Order is stamped “Board Approved” and signed by the General Manager before the order is placed.

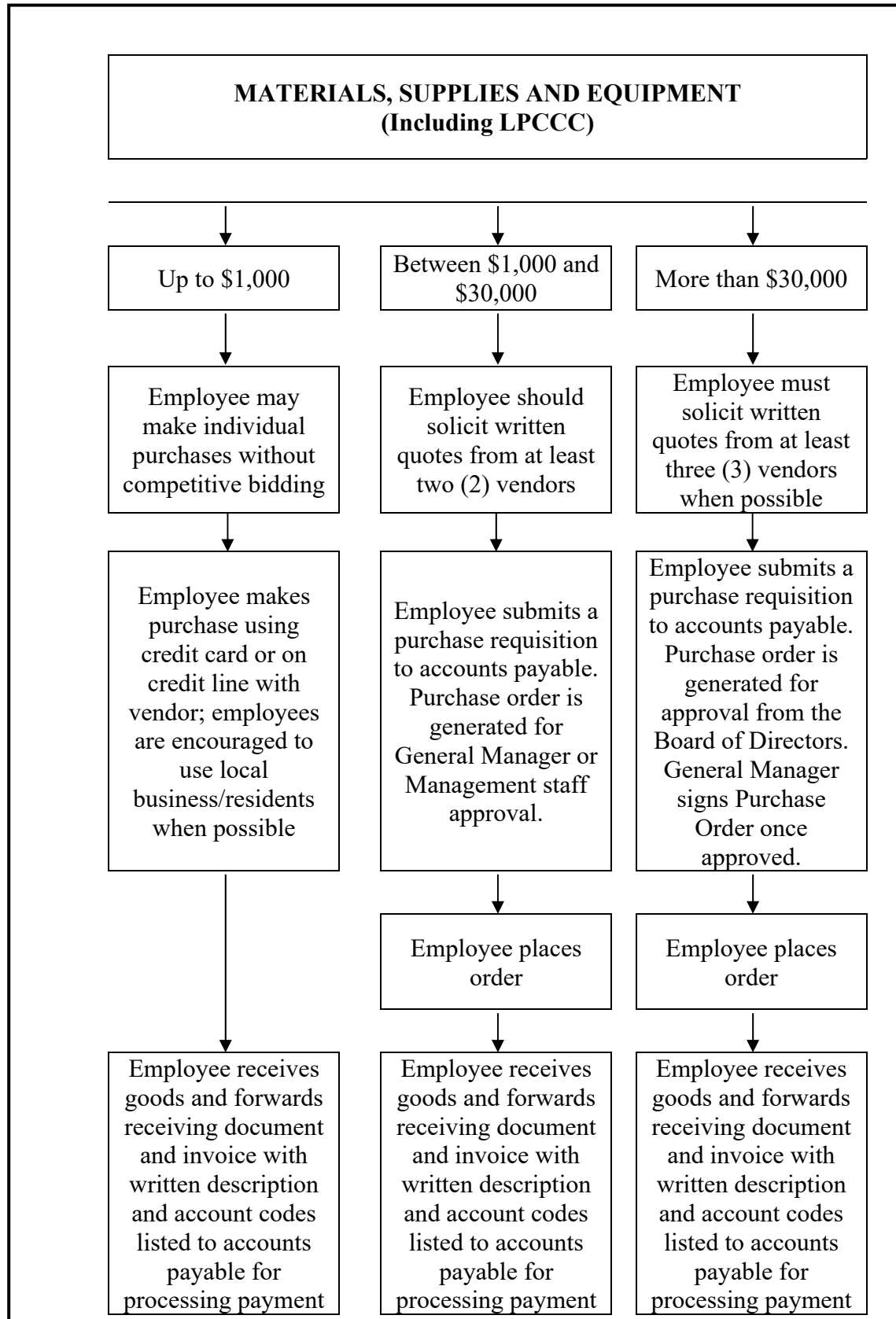
How to make the purchase: Employee should follow the steps outlined in the table below.

Price Changes: The General Manager can approve purchase order amendments up to 10% of the original purchase order amount within a one year period as long as the additional money is included in the current fiscal year budget. Any amendments above this amount must be approved by the Board. In other words, once the 10% change threshold has been reached within a one year period, all further amendments must be Board approved.

Board Pre-approved Items: The Board annually revises and confirms pre-approved payments in the month of June. Employees should check the operable June Action Item for the current list.

Continued on next page.

Steps to Follow for Materials, Supplies and Equipment



B. Professional and Non-Professional Service Contracts

There are two primary types of service contracts: professional and non-professional.

Professional Service Contracts: Examples of Professional Service Contracts include engineers, architects, scientific researchers, surveyors, information technology services, financial experts, auditors and legal services among others. This category is to include consultants of a technical nature and we are hiring them based upon their technical expertise.

Non-Professional Service Contracts: Examples of Non-Professional Service Contracts include services for recurring material suppliers, janitorial services, landscapers, and painters among others.

Professional and Non-Professional Contract Principals:

- Method for obtaining Professional or Non-Professional Services include RFP and RFQ as described above.
- Staff must develop the scope of work (SOW) required by the Water Agency. Vendor proposals may be included in the final agreement.
- Each contract will clearly provide a list of deliverables, potentially as an additional Exhibit C (or included in Exhibit A) for clarity for the Board.
- Once the most qualified consultant is identified, staff negotiates an agreement that includes cost considerations. If an agreement cannot be reached with the most qualified consultant, the second most qualified consultant is negotiated with and the process continues. If none of the qualified consultants can come to an agreement with the Agency, sole source procurement is authorized.
- The Agency can award the consultant a one (1), two (2), or three (3) year term depending on the scope of work, to be more efficient on the contract administration side.
- Every three (3) years a formal RFQ/RFP process will be completed for all professional and non-professional service contracts unless it meets at least one of the three exceptions below. The intent is to promote competitiveness, allow new consultants to complete, and promote new ideas within the Agency

Exception 1(niche field) - If the consultant is in a very specialized field, where few consultants if any exist, the Agency shall note this as an exception when the contract goes for Board approval (see sole source section above).

Exception 2 (long-term experience) - If the consultant has long-term experience with the Agency that cannot be easily replaced, or would require a large learning

curve that would cost the Agency more, the Agency shall note this as an exception when the contract goes for Board approval.

Exception 3 (scope of work) - Auditing and general counsel consultants will go out for formal RFQ/RFP process every five (5) years due to the time it takes to introduce them to the full scope of the Agency.

- The Agency has standardized contracts based on the services being performed. Employees should use the ACWA JPIA recommended contract for the type of services they are contracting out (reference Insurance Requirements on the ACWA JPIA website <https://www.acwajpia.com/services/#risk-transfer>). Every Agency contract must consist of:

- The ACWA JPIA recommended contract for the type of service.
- Exhibit A for detailed Scope of Work (SOW).

The SOW needs to contain exactly what the Agency requires from the vendor and what the deliverables are to show that the work has been completed. The vendor proposal should be included with the contract packet if it is available, but it does not take the place of the SOW or pricing details.

- Exhibit B for pricing and payment details
- The General Manager can approve the use of a consultants contract forms only if the insurance requirements of the Agency are met within the document, there is a clearly defined statement of work, rate of compensation, terms of payment, and term limit to the contract. In certain circumstances legal counsel should be consulted on the use of the outside contract form.

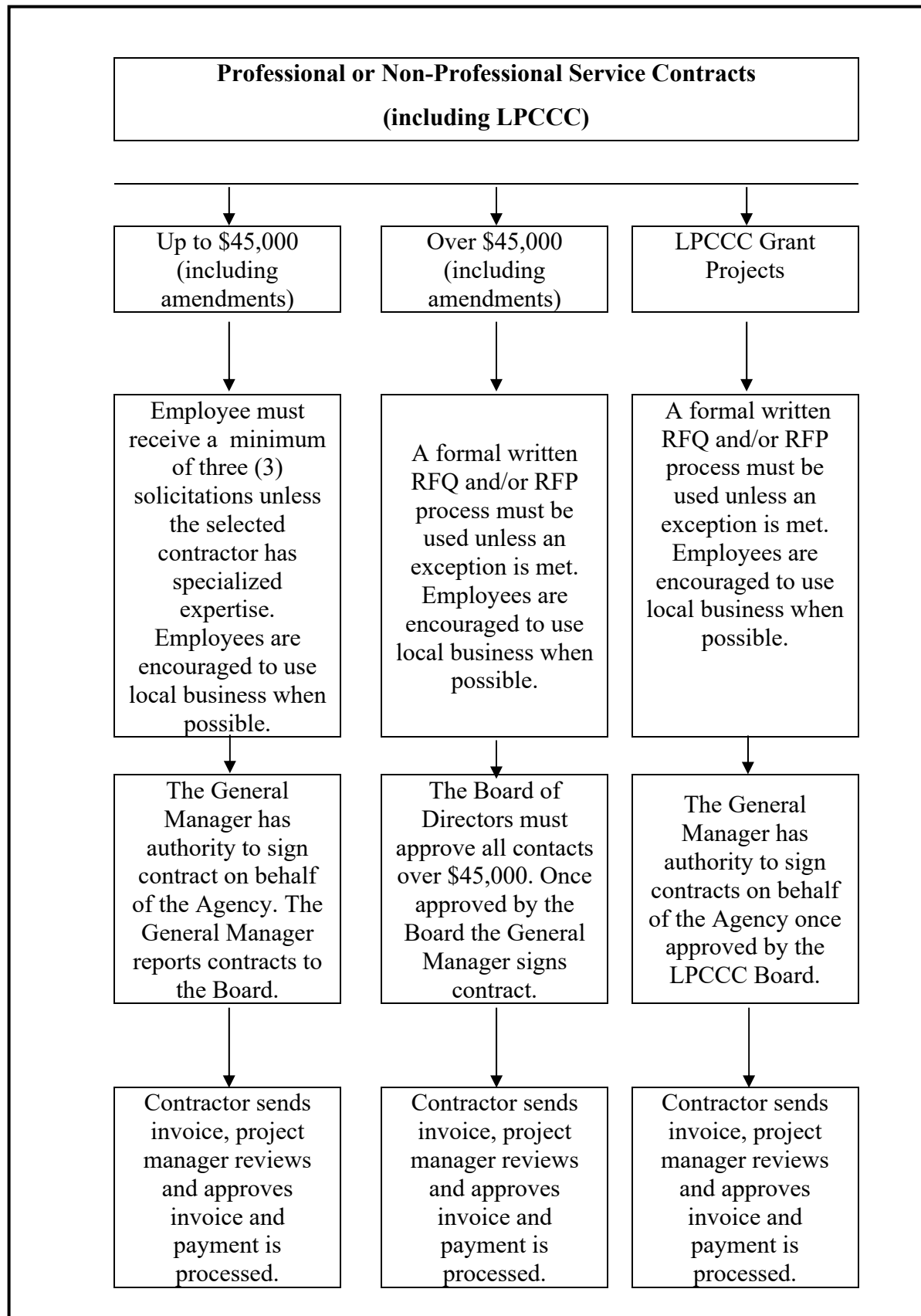
Contract Amendments

Contract amendments for additional funds return to the Board if the total contract is over \$45,000.

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

Board Pre-approved Services: The Board annually revises and confirms pre-approved payments in the month of June. Employees should check the approved June Action Item for the current list.

Steps to Follow for Professional or Non-Professional Services



C. Construction Contracts for Public Projects

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

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

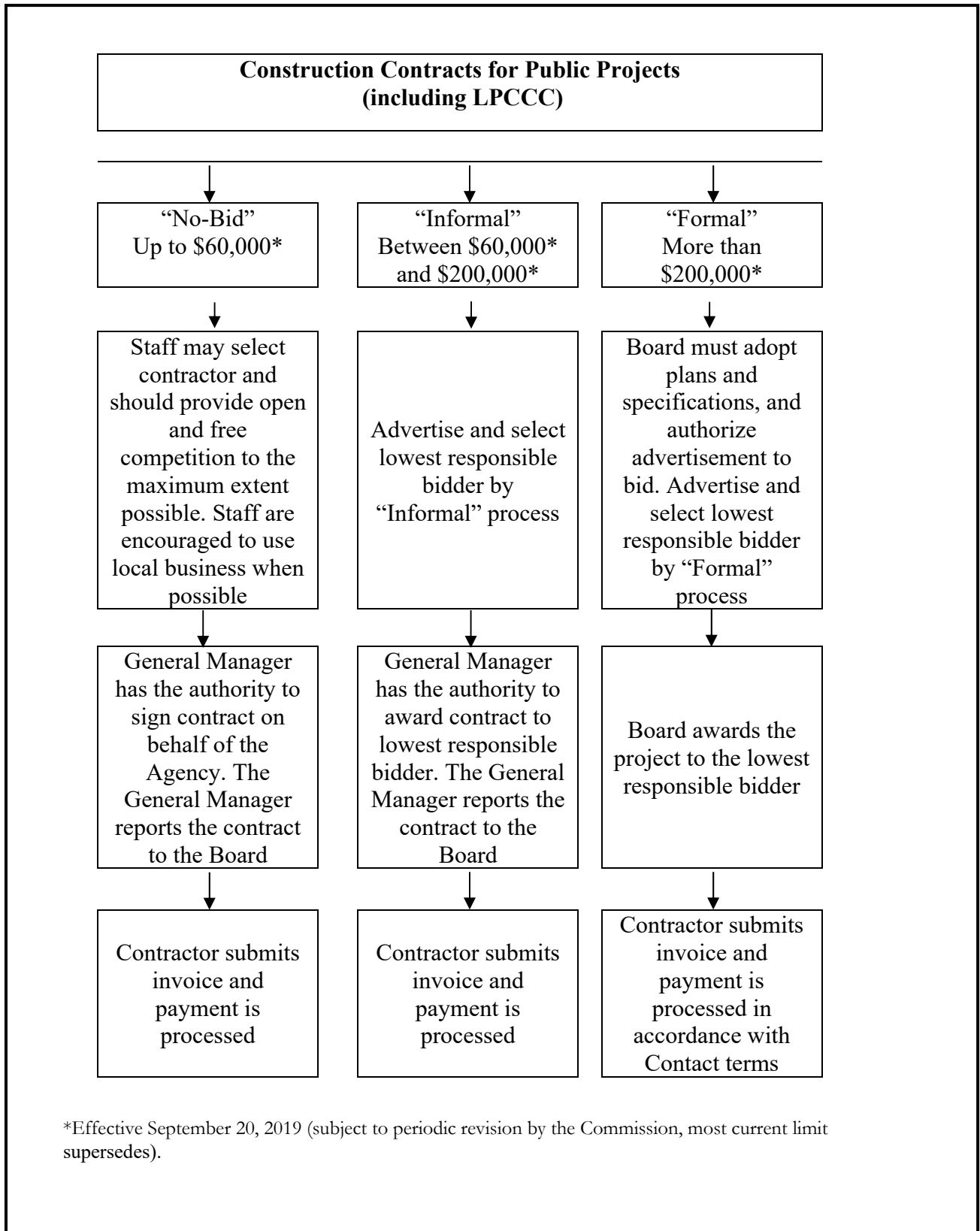
Contract Change Orders - General Manager can approve Construction Change Orders up to 15% of project cost or \$50,000, whichever is less (Board action 10/13/05). General Manager shall report change orders to the Board. Any change orders above this amount must be approved by the Board. In other words,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

Construction Projects Bidding Process

- a.** No-bid Process – Public projects of \$60,000* or less may be performed by force account or negotiated contract. Small Construction Contract form is used.
- b.** Informal Bid Process – In accordance with 22034 of UPCCAA. May utilize Small Construction Contract form but may require a more formal document depending on level of risk and liability.
- c.** Formal Bid Process – In accordance with 22037, 22038, and 22039 of UPCCAA. Formal bid documents required.

Continued on next page.

Construction Contracts – Steps to Follow



Methods of Payment

- A. Accounts – The Agency has accounts with several vendors to buy items on credit.
- B. Credit Cards – Credit cards can be issued to Agency employees. Credit card limits are set at **\$2,500** for Staff, \$5,000 for Managers, and \$10,000 for the General Manager. Agency staff shall turn in receipts with a description of the purchase listing the account and job code to be charged.
- C. Invoicing – Consultant invoices the Agency with detailed description of charges based on the statement of work and agreed upon rate of compensation. Invoices are paid by check or electronic fund transfer.

File: A-13

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: July 13, 2023

SUBJECT: Water Agency Sustainable Groundwater Management Act Costs

RECOMMENDATIONS:

For information only.

FINANCIAL IMPACT:

The Water Agency has contributed \$1,030,056 to meet the requirements of the Sustainable Groundwater Management Act (July 2015 to present).

BACKGROUND:

The Sustainable Groundwater Management Act (SGMA) became effective on January 1, 2015. SGMA required that all medium and high priority groundwater basins develop Groundwater Sustainability Plans (GSP) and a Groundwater Sustainability Agency(ies) to manage the GSP or GSPs. The Water Agency provided staff to engage other interested parties to develop a single GSA to develop a single GSP for the Solano Subbasin, a medium priority subbasin, as defined by the Department of Water Resources Bulletin 118.

In July of 2017, the Solano Subbasin Groundwater Sustainability Agency (Solano GSA) was formed (City of Dixon, City of Rio Vista, Maine Prairie Water District, Reclamation District No. 2068, Solano County Supervisorial Districts 4 and 5, California Water Services-Dixon, Dixon Resource Conservation District, Solano County Farm Bureau, Solano County Agricultural Advisory Commission [dissolved in May of 2023], Solano Resources Conservation District). In August of 2017, through a general staffing agreement, the Water Agency Board of Directors agreed to provide staff to the Solano GSA at no cost. Water Agency staff costs for SGMA implementation to date are \$293,485. Ultimately, five GSAs were formed (Solano GSA, City of Vacaville GSA, Northern Delta GSA, Solano Irrigation District GSA, and Sacramento County GSA) to develop a single GSP.

Recommended: 
Chris Lee, 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, 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 July 13, 2023, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

Page 2

In August of 2017, the Water Agency Board of Directors agreed to a grant funding request of the Solano GSA for \$350,000 to help start SGMA implementation.

In April of 2021, the Water Agency Board of Directors agreed to a grant funding request of the Solano GSA for \$350,000 to help develop the GSP.

Over the years, the Water Agency has also funded GSA administration costs (legal, website maintenance, insurance, etc.), totaling \$35,570.

In July of 2022, the Solano GSA, through Proposition 218, set a flat rate charge for landowners within the GSAs boundary for SGMA and GSP compliance, thereby establishing a revenue stream for 5-years.

As requested, staff are providing this information and look for direction, if any is needed.

RELVANCE TO 2016-2023 SCWA STRATEGIC PLAN

The Water Agency’s participation in development of a GSA and a GSP for the Solano Subbasin is consistent with Goal #8 (*Groundwater Management” Implement SCWA’s role in Sustainable Groundwater Management Act*), Objective A (*Participate in ongoing development of Solano Subbasin Groundwater Sustainability Agency*), and Objective B, (*Support Groundwater Management Plan Development*).

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: July 13, 2023

SUBJECT: Dixon Watershed Management Plan – Phase 3 Update

RECOMMENDATIONS:

Authorize General Manager to execute \$250,230 contract with West Yost for Dixon Regional Watershed Management Plan Update, Phase 3.

FINANCIAL IMPACT:

The total contract cost of \$250,230 would be cost-shared by the City of Dixon and Dixon Regional Watershed Joint Powers Authority (\$116,624) and the Water Agency (\$133,606). Sufficient funding is included in the FY 2023 - 2024 Flood Control budget.

BACKGROUND:

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

As part of the Plan update, the Water Agency has previously funded the Phase 1 (2018) and Phase 2 (2020) Updates. Over the last five years, Water Agency staff have worked closely with all the impacted public agency stakeholders that include the City of Dixon, Dixon RCD, Reclamation District 2068, and Solano County. The proposed Phase 3 update focuses on active land use changes within the City of Dixon’s Northeast Quadrant and the ability to leverage existing and potential new flood control improvement projects as well as multi-benefit regional solutions such as groundwater recharge. The multi-benefit regional solutions are an example of the County led One-Water Approach that is currently underway. The proposed consultant contract and scope of work are attached.

Recommended: 
Chris Lee, 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, 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 July 13, 2023, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:

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

Name of Project: **Dixon Watershed Management Plan – Phase 3 Update**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 13, 2023**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and West Yost Associates, hereinafter referred to as "Contractor."

The Agency requires services for the **Dixon Watershed Management Plan – Phase 3 Update**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for the **Dixon Watershed Management Plan – Phase 3 Update**, as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$250,230** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

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

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

4. TIME OF PERFORMANCE

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2025** as directed by the Agency.

5. MODIFICATION AND TERMINATION

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

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

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

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

6. INDEMNIFY AND HOLD HARMLESS

When the law establishes a professional standard of care for the Contractor's services, to the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Agency, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Contractor's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. The Contractor shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Contractor's performance or non-performance of the work hereunder, and shall not tender such claims to Agency nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

Other than in the performance of professional services, to the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Agency, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out of the performance of the work or furnishing of materials; including but not limited to, claims by the Contractor or Contractor's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of the Agency, its directors, officers, employees, or authorized volunteers.

7. INSURANCE

By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with such provisions before commencing the performance of the professional services under this agreement. Contractor and sub-contractors will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.

Contractor will file with the Agency, before beginning professional services, a certificate of insurance satisfactory to the Agency evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to the Agency. Any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the Agency. The retroactive date (if any) is to be no later than the effective date of this agreement. In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

Contractor will file with the Agency, before beginning professional services, certificates of insurance satisfactory to the Agency evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the Agency. Any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by the Agency. In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

If 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 to the Agency at least ten (10) days prior to the expiration date.

8. COMPLIANCE WITH LAW

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

9. RECORD RETENTION

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

10. OWNERSHIP OF DOCUMENTS

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

11. SUBCONTRACT AND ASSIGNMENT

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

12. NONRENEWAL

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

13. NOTICE

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

AGENCY

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

CONTRACTOR

Jeff Pelz, Vice President
West Yost Associates
2020 Research Park Drive, Suite 100
Davis, CA 95618

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

Solano County Water Agency
a Public Agency

West Yost Associates
a California Corporation

By: _____
Chris Lee,
General Manager

By: _____
Jeff Pelz,
Vice President

FOR SCWA USE ONLY

Contract Period: July 13, 2023 to June 30, 2025
File Number: AG-W-7
Account Manager: Gustavo Cruz
G/L Account #: 6610AC
Job Cost #: 3003
Contract Type: Professional Services (Arch & Eng)

EXHIBIT A
SCOPE OF SERVICES

Scope of Work

SCWA requires drainage engineering support for the Tremont 3 Watershed, including the City of Dixon Northeast Quadrant.

Deliverables

Task 1 – Document Base Conditions

Task 2 – Evaluate the No City Conditions and Buildout Land Use Conditions

Task 3 – Evaluate the Buildout Land Use Conditions with City NEQ Facilities

Task 4 – Evaluate the Buildout Land Use Conditions

Task 5 – Putah Creek Diversion Channel Investigation

Task 6 – Evaluate the Upper Watershed Detention Basin

Task 7 – Additional Scenarios to be Determined

Task 8 – Presentations

Draft and Final Reports will be shared with all of the stakeholders including SCWA, City of Dixon, Solano County, Dixon RCD, and RD 2068.

A more detailed Scope of Work is attached.

June 22, 2023

SENT VIA: EMAIL

Mr. Alex Rabidoux
Principal Water Resources Engineer
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

Ms. Deborah Barr
City Engineer
City of Dixon
600 East A Street
Dixon, CA 95620

SUBJECT: Proposal to Provide Engineering Services for the Dixon Regional Watershed Management Plan Update, Phase 3

Dear Alex and Deborah:

We appreciate this opportunity to continue to provide drainage engineering support for the Solano County Water Agency (SCWA) and the City of Dixon (City) for the Tremont 3 Watershed, including the City of Dixon (City) Northeast Quadrant (NEQ). For this proposal, the term NEQ includes the areas in the City Limits north and south of Interstate 80 (I-80), including the Milk Farm. Our proposed scope of services, schedule, and budget are presented below.

As discussed, the funding for this proposal is to be shared by SCWA and the City. Consequently, the budget table (below) specifies the costs allocated to each agency. As shown, SCWA is to fund \$133,606 and the City is to fund \$116,624 of the total budget of \$250,230.

The Dixon Regional Watershed Joint Powers Authority (DRWJPA), the City, and SCWA have been and are committed resolving the flooding issue in the Tremont 3 Watershed, as demonstrated by the efforts summarized below.

- **Solano County Water Agency, Dixon Watershed Management Plan, August 24, 2001:** This study evaluated City Watersheds A and C, particularly as they relate to the downstream Dixon Resource Conservation District (DRCD) drainage channels (Laterals 1 and 2). This study also evaluated City Watershed D as it relates to the downstream DRCD Tremont 3 Drain. This study led to the construction of the Dixon Pond A and Lateral 1 project (\$4.6 million, funded by the City) and the Dixon Pond C project (\$2.9 million, funded by the City).
- **Solano County Water Agency, Dixon Regional Watershed Management Plan Update, Phase 1, 2018:** This update evaluated the combined drainage impacts of the City's Northeast Quadrant and the County's Agricultural Industrial Services Area on the Dixon Resource Conservation District's Tremont 3 Drain (\$61,900, funded by SCWA).

- **DRWJPA, Northeast Quadrant Detention Basin Planning, 2019:** This work included developing a revised drainage plan that isolated the City's Northeast Quadrant from the adjacent County development with a goal of enabling the City's development to proceed (\$107,000 funded by the DRWJPA).
- **Solano County Water Agency, Dixon Regional Watershed Management Plan Update, Phase 2, 2020:** This work verified the drainage model calibration and evaluated several preliminary drainage options for the Tremont 3 Watershed (about \$280,000 funded by SCWA). This work was led by Wood Rodgers but is being closed prior to completion of the full scope of work. The remaining, un-completed work will be replaced by the evaluations covered in the Scope of Services presented below.

SCOPE OF SERVICES

West Yost's proposed scope of services consists of the following tasks. Each task is described below:

- Task 1. Document Base Case Conditions
- Task 2. Evaluate the No City Conditions (NCC) and the Buildout Land Use Conditions (BLUC)
- Task 3. Evaluate BLUC with the City NEQ Facilities
- Task 4. Evaluate BLUC with the City NEQ Facilities with Temporary Operational or Physical Modifications to Reduce Downstream or Upstream Flooding
This task could include evaluating options to reduce the flow crossing I-80 for the interim period between when the City NEQ facilities are constructed and when the Regional Drainage Project (RDP) is constructed.
- Task 5. Evaluate the Putah Creek Diversion Channel (PCDC) RDP
- Task 6. Evaluate the Upper Watershed Detention Basin(s) (UWDB) RDP
- Task 7. Evaluate a Yet to be Determined RDP
- Task 8. Presentations

TASK 1. DOCUMENT BASE CASE CONDITIONS

For this evaluation, we will document Base Case Conditions (BCC). The BCC represents roughly the year 2000 (before Walmart, TEC Equipment, and the Dixon Distribution Center were constructed). This task is essential because the Dixon Watershed Management Plan (DWMP) addressed the full development of the NEQ from completely undeveloped to completely developed. However, since the DWMP was prepared, Walmart, TEC Equipment, and the Dixon Distribution Center have been constructed along with their associated retention basins. Also, one segment of drainage channel crossing the NEQ was filled, which changes the elevation at which water flows across the NEQ and changes the depth of flooding on the Milk Farm and on I-80 for some storm events. Consequently, for this evaluation BCC is different than existing conditions as of 2023.

Since the DWMP was prepared, the City has updated their drainage engineering standards to address future climate change by including an 18 percent increase in design storm rainfall depths and intensities. This change results in higher peak runoff rates and runoff volumes than in the original DWMP, which results in larger detention basins and conveyance channels and culverts.

As the regional model has been used for various studies, other changes have been made to the model, including:

- The Upper Tremont 3 watershed (upstream of I-80) was refined from two subsheds to 18 subsheds using 2008 Lidar topographic mapping and the channels and culverts were added to the model based on field delineations and measurements and the Lidar mapping.
- The Tremont 3 watershed (between the railroad and I-80) was refined into about 28 subsheds using 2008 Lidar topographic mapping the constructed developments and their associated stormwater infrastructure.
- The Tremont 3 watershed agricultural flood storage was refined to more accurately represent the actual available storage using 2008 Lidar topographic mapping.
- To remain consistent with the City Engineering Standards, the model was revised to include design storms with an 18 percent increase in rainfall depths and intensities to ensure the detention basins and conveyance channels and culverts would function correctly in the future as climate change progresses. All the evaluations included in this proposal include use of the 18 percent increase in rainfall for climate change.
- To remain consistent with the City Engineering Standards the model runoff method was revised, and the revised model was verified using the original model calibration.
- Other minor changes have been made to improve the accuracy of the model as it has been used for specific studies like the Milk Farm drainage study, the Large Detention Basin East of the Railroad Study and the predesign of the detention basin between the UPRR and Pedrick Road.

We will prepare a map showing the BCC land uses. We will update the BCC hydrographs and stagegraphs (H&S) for the locations shown on Figure 12 of West Yost technical memorandum (TM) *Addendum to the Dixon Watershed Management Plan Updating the Tremont3 Watershed Regional Drainage Project*, June 27, 2019 (Figure 12 is shown below). Additionally, we will prepare H&S for up to six locations north of I-80. The map will also identify which drainage facilities are included in the BCC.

The map and updated/new H&Ss (for the 10-year/4-day and 100-year/4-day design storms with the 18 percent rainfall increase for climate change) will be presented in the draft TM for Task 2.

The BCC evaluation is essential to document the land uses, flows, and water surface elevation throughout the Tremont 3 Watershed to provide a basis against which the following evaluations of various land use and drainage facility conditions can be compared. By comparing the following evaluations with the BCC, the impacts and benefits of the land development projects, and drainage facilities can be quantified.

Task 1 Deliverables

- See Task 2.

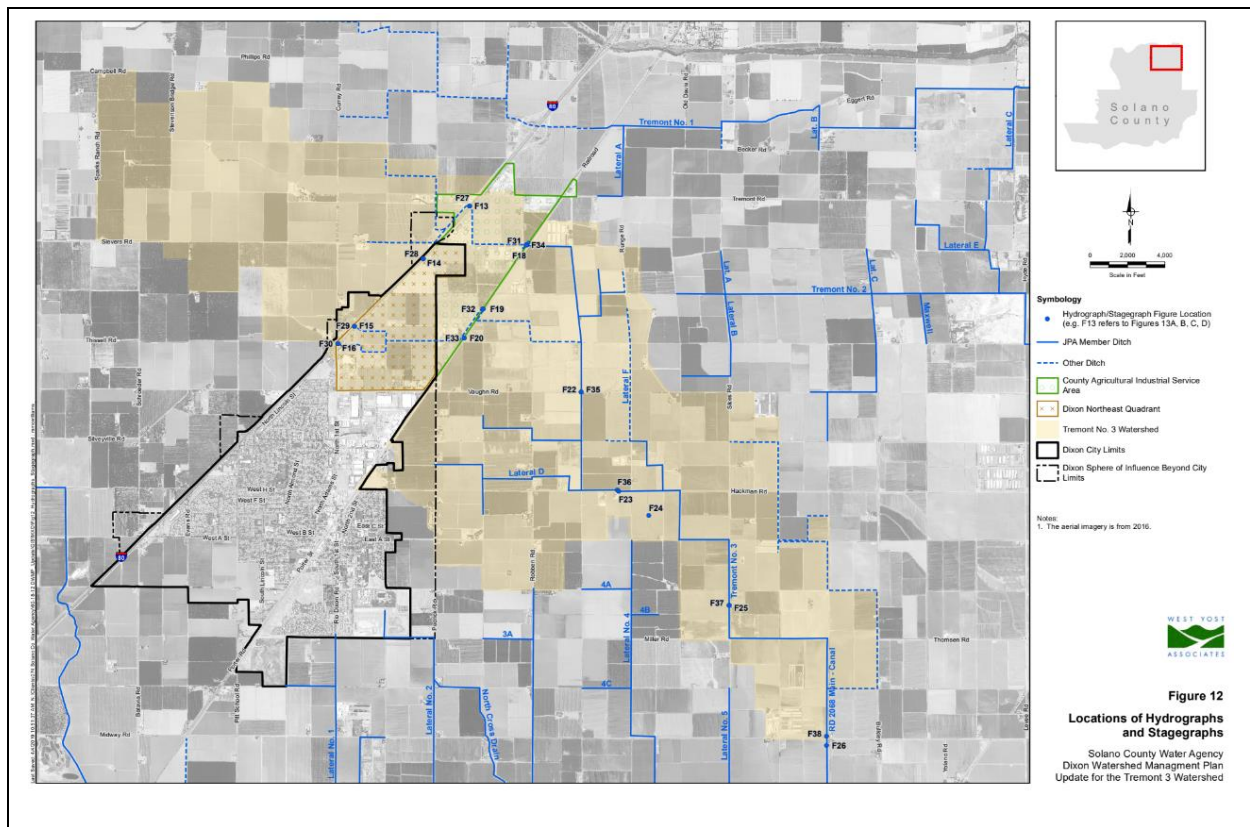


Figure 1. Locations of Hydrographs and Stagegraphs

Task 2. Evaluate the No City Conditions (NCC) and the Buildout Land Uses Conditions (BLUC)

West Yost will update the model to include NCC. This evaluation will include removing the NEQ areas (including the Milk Farm) from the runoff component of the model to demonstrate the magnitude of the upstream and downstream flooding resulting from runoff from the NEQ lands. The floodplain storage on the Milk Farm and NEQ will remain in the model because this evaluation is intended to demonstrate how much the City's runoff contributes to the overall flooding in comparison to the runoff from the remaining watershed. We will update the map to show the areas removed from the model, the H&S figures to show magnitude of the City contribution to the flooding, and the TM to include the NCC evaluation. The NCC model run will include only the current existing culverts crossing I-80 and the UPRR.

West Yost will update the model to include BLUC. The BLUC does not include any of the NEQ Facilities; thus, the BLUC model results will illustrate the potential impacts from the NEQ development. The floodplain storage on the Milk Farm and NEQ will remain in the model because this evaluation is intended to demonstrate how the land development (increase in impervious coverage with no fill or drainage facilities) contributes to the overall flooding in comparison to the BCC. This model evaluation is needed to document that the land development causes increased runoff and increased flooding, thereby documenting the requirement for land development projects to fund the NEQ facilities. We will update the map to show the buildout land uses, the H&S figures to show the BLUC model results, and the TM to include the BLUC evaluation. The BLUC model run will include only the current existing culverts crossing I-80 and the UPRR.

SCWA is to distribute the TM to the stakeholders, collect stakeholder comments, and provide a consolidated, non-conflicting set of comments and edits to West Yost to use to finalize the TM.

Task 2 Deliverables

- West Yost will provide a draft and final BCC and BLUC TMs.

Task 3. Evaluate BLUC with the City NEQ Facilities

The NEQ Facilities include the existing retention basins, proposed detention basins, and the major channels and culverts that convey the agricultural flow from upstream of the Milk Farm to the Union Pacific Railroad (RR). This represents an interim condition in which the NEQ is fully developed with associated drainage facilities, but before the regional drainage facilities have been constructed. This task will identify if the Tremont 3 Watershed downstream of the UPRR is impacted or benefits from this interim condition. This task will include evaluating the on-site trunk storm drains that collect and convey runoff from within the NEQ to the three NEQ detention basins. The NEQ Facilities are a critical part of the Regional Drainage Project (RDP). For example, an RDP that does not include facilities for the Upper Tremont 3 Watershed would clearly be incomplete. Similarly, an RDP that does not include the NEQ Facilities would leave about 600 acres of land non-compliant with the Dixon Regional Watershed Joint Powers Authority (DRWJPA) goals and would also be incomplete.

We will prepare a map that schematically shows the NEQ Facilities consistent with the NEQ and Milk Farm drainage plans. This generally includes:

- For the Milk Farm: a conveyance channel/culverts that conveys the flow from the Upper Tremont 3 Watershed to I-80 and a detention basin that reduces the flow from the Milk Farm site to a discharge of 0.011 cfs per acre, or 0.66 cfs for the entire Milk Farm site. The discharge will be pumped from the basin. The pump station will have a firm capacity of 0.66 cfs and a total capacity of 1.32 cfs. The Milk Farm may also need new trunk culvert(s) under I-80. Consistent with the DRWJPA agreement, section 10.f.(3)(a), when the downstream system is flowing at capacity, the discharge will be limited to 0.66 cfs, but when there is adequate downstream capacity, the discharge will be increased to 1.32 cfs. This variable discharge will help ensure the basin empties quickly so that the basin has capacity available for future storm events. To represent the existing flooding volume on the Milk Farm site, the model uses a table of elevation versus flooding surface area (representing the flooding storage volume). The fill placed on the Milk Farm site will reduce the flood storage volume on the Farm site. The fill will be included in the evaluation by reducing the flood areas up to the elevation of the fill.
- Culverts under I-80 that convey the agricultural runoff under I-80 and reduce/prevent flooding of I-80, the Milk Farm site, and the adjacent farmlands and roads. The number and sizes of the culvert will be determined through this evaluation.
- A drainage ditch along the south side of I-80 and an associated trunk storm drain that convey the flow crossing I-80 to the railroad ditch. The sizes of the ditch and culvert(s) will be determined through this evaluation.
- For the central portion of the NEQ (the AKT, Buzz Oates, Dixon 257, and the Vaughn Road parcels) the Southeast NEQ basin and pump station (firm capacity of about 5.4 cfs and total capacity of 10.8 cfs). Consistent with the DRWJPA agreement, section 10.f.(3)(a), when the downstream system is flowing at capacity, the discharge will be limited to 5.4 cfs, but when

there is adequate downstream capacity, the discharge will be increased to 10.8 cfs. This variable discharge will help ensure the basin empties quickly so that the basin has capacity available for future storm events.

- For the Flying J parcel, a detention basin and pump station that reduces the flow from the Flying J parcel to a discharge of 0.011 cfs per acre, or about 0.66 cfs. Consistent with the DRWJPA agreement, section 10.f.(3)(a), when the downstream system is flowing at capacity, the discharge will be limited to 0.66 cfs, but when there is adequate downstream capacity, the discharge will be increased to 1.32 cfs. This variable discharge will help ensure the basin empties quickly so that the basin has capacity available for future storm events.
- The existing retention basins at Walmart, TEC Equipment and the Dixon Distribution Center.
- No new or enlarged culverts under the UPRR are proposed for the BLUC or the City NEQ facilities.

A subcontractor will perform up to \$3,000 of surveying services to establish elevations and locations of critical existing facilities, if needed. The regional drainage model will be used to size these facilities and document the peak flows and maximum water surface elevations (WSEs).

West Yost will update the model to include BLUC with City NEQ Facilities. We will update the map to show the NEQ Facilities, the H&S figures to show the model results, and the TM to include this task evaluation. We will present the evaluations for Tasks 1, 2, and 3 at a workshop and receive feedback on the evaluations at a workshop. SCWA is to organize this workshop (and all workshops) and determine what agencies and staff should attend (potentially including Ludorff and Scaladini).

This evaluation will attribute the loss of floodplain storage to the NEQ and Milk Farm development projects since the fill placed by these developments and the lowering of the water level at the Milk Farm will be the cause of the lost storage volume.

It is unclear at this time if the BLUC with the City NEQ Facilities will reduce or increase upstream or downstream flooding.

Task 3 Deliverables

- West Yost will conduct a workshop.
- West Yost will provide draft and final TMs.

Task 4. Evaluate BLUC with the City NEQ Facilities with Temporary Operational or Physical Modifications to Reduce Downstream or Upstream Flooding

This task includes the following:

- Conduct a workshop to present the results of Task 3 and to discuss temporary operational or physical modifications to reduce downstream or upstream flooding. Some examples of possible modifications are: 1) holding more water in the detention basins in smaller, frequent storms, and discharging more water in larger, infrequent storms, 2) using a restriction on the culvert from the ditch south of I-80 that uses the channel freeboard to obtain more storage capacity, 3) revising the operation of the existing retention basins (Walmart, TEC Equipment, and Dixon Distribution Center) to function as detention basins or other modifications (these basins are privately owned and any revisions would require

cooperation of the private owners), and 4) implementing other modifications identified through the workshop, some which could include reducing the flow crossing I-80 and the UPRR. A set of feasible modifications of is to be identified through the workshop.

- Model the feasible modifications to prevent upstream or downstream flood increases or to achieve a greater level of downstream flood reduction.
- Present the model results in an update of the Task 3 map, H&S figures, and TM and at a workshop.

It is critical to the City that Tasks 1, 2, 3, and 4 be completed as fast as possible (see schedule below).

Task 4 Deliverables

- West Yost will conduct a workshop.
- West Yost will provide draft and final TMs.

Task 5. Evaluate the Putah Creek Diversion Channel (PCDC) Regional Drainage Project (RDP)

The NEQ Facilities by themselves are not expected to achieve the DRWJPA goals for the Tremont 3 Watershed, but the NEQ Facilities are considered a first step toward achieving the JPA goals. Additional detention or conveyance facilities will be needed to fully achieve the DRWJPA goals. The additional facilities combined with the NEQ Facilities constitute the RDP.

The PCDC would serve the NEQ, serve the Solano County Agricultural Industrial Services Area (AISA), reduce downstream Tremont 3 Drain flooding, and reduce downstream Tremont 1 Drain flooding.

We will develop a schematic of the PCDC, including potential minor variations and prepare preliminary cost estimates. We will conduct a workshop to seek stakeholder input to refine the PCDC to a single set of improvements, which are expected to include:

- The City NEQ Facilities.
- A new open channel and culverts from the NEQ to Putah Creek. The upstream capacity of the channel will be sufficient to convey the flow from the I-80 channel and trunk drain, the pumped flows from the Milk Farm Basin, the Southeast NEQ Basin, and the Flying J Basin. The capacity of the channel will increase moving downstream as needed.
- A pump station that lifts flow from Tremont 1 into the new channel. An alternative to this pump station would be a diversion channel and culverts for the Tremont 1 Drain along the north side of I-80 to Putah Creek. Another alternative to the pump station would be flood easements along the low ground adjacent to the Tremont 1 Drain near the PCDC. A project goal will be to avoid pump stations if possible.
- A detention basin located near Putah Creek would be an optional facility that could hold water and release it when needed to provide fish flows in Putah Creek. A small pump station and force main may be required to convey the flow to the upstream side of I-80. A project goal will be to avoid pump stations if possible.

A subcontractor will perform up to \$5,000 of surveying services to establish elevations and locations of critical existing facilities. The regional drainage model will be used to size all of these facilities and document the peak flows and maximum WSEs. The Putah Creek model will be used to establish the changes in the Putah Creek WSE resulting from the increased flow to Putah Creek. The PCDC is expected to achieve and exceed the JPA goal for the entire Tremont 3 Watershed.

West Yost will update the model to include BLUC with City NEQ Facilities and the PCDC facilities. We will update the map to show the NEQ Facilities and the PCDC, the H&S figures to show the model results, and the TM to include this task evaluation. We will also prepare construction and capital cost estimates.

SCWA staff are to lead discussions on which agency(ies) will own, operate, and maintain the PCDC drainage facilities. SCWA is to distribute the TM to the stakeholders, collect stakeholder comments, and provide a consolidated, non-conflicting set of comments and edits to West Yost to use to finalize the TM.

Task 5 Deliverables

- West Yost will conduct a workshop.
- West Yost will provide draft and final TMs.

Task 6. Evaluate the Upper Watershed Detention Basin(s) UWDB RDP

We will develop a schematic of the UWDB RDP, including potential minor variations and prepare preliminary cost estimates. We will conduct a workshop to seek stakeholder input to refine the UWDB RDP to a single set of improvements, which are expected to include:

- The City NEQ Facilities. This alternative could include modifications of the City facilities to provide joint uses such as groundwater recharge, habitat, recreation, etc.
- A detention basin or basins located upstream of the Milk Farm. This basin(s) could provide groundwater recharge, surface water storage, habitat, or other additional benefits. The basin(s) could include a pump station to allow the basin to be deeper but require less total area. The location of the basin(s) will affect the overall sizing and level of benefit of the basin(s); thus, input from the stakeholders on the location(s) will be essential. This basin evaluation could include use of other agency's existing facilities to maximize the benefit of the basins and use of the stored water.

The regional drainage model will be used to size the UWDB facilities and document the upstream, City, and downstream peak flows and maximum WSEs. A subcontractor will perform up to \$5,000 of surveying services to establish elevations and locations of critical existing facilities. The UWDB RDP is expected to achieve the JPA goals for the South Upper Tremont 3 Watershed. The UWDB RDP will not reduce the flows in the North Upper Tremont 3 Watershed and will not serve the AISA.

West Yost will update the model to include BLUC with City NEQ Facilities and the UWDB Facilities. We will update the map to show the UWDB Facilities, the H&S figures to show the model results, and the TM to include this task evaluation. We will also prepare construction and capital cost estimates.

SCWA staff are to lead discussions on which agency(ies) will own, operate, and maintain the UWDB drainage facilities. SCWA is to distribute the TM to the stakeholders, collect stakeholder comments, and provide a consolidated, non-conflicting set of comments and edits to West Yost to use to finalize the TM.

Task 6 Deliverables

- West Yost will conduct a workshop.
- West Yost will provide draft and final TMs.

Task 7. Evaluate a Yet to be Determined RDP

When Task 6 is completed, we will evaluate one additional RDP option. The evaluation will be similar to the evaluations for Tasks 5 and 6 in terms of workshops and presentations. This yet to be determined RDP could include facilities such as 1) incorporation of an upper McCune Creek watershed diversion to Putah Creek that could also divert part of the upper Tremont 3 and/or Tremont 1 Watersheds, 2) use of Solano Irrigation District facilities, 3) use of retention basins throughout the NEQ, 4) maximizing multiple benefits like groundwater recharge, habitat, recreation, etc., or 5) other facilities identified by the stakeholders. We will conduct a workshop to identify the facilities to be included in this evaluation. We will model the facilities and update the map, H&S figures, and TM.

Task 7 Deliverables

- West Yost will conduct a workshop.
- West Yost will provide draft and final TMs.

Task 8. Presentations

We will prepare a PowerPoint presentation summarizing these evaluations and will give the presentation to the following agencies, as requested: Dixon JPA Board, Dixon RCD Board, City Council of Dixon, Solano County Board, up to two Solano County Committees, SCWA Board, joint meeting of SID/Solano Subbasin Groundwater Sustainability Agencies, and one other organization. We anticipate the presentation will be in-person, but we will also be able to give the presentation remotely. For each presentation, we will customize the presentation to the specific audience, practice the presentation with Staff, and finalize the presentation based on Staff input.

BUDGET AND SCHEDULE

The budget is summarized by task in Table 1. Attachment A is West Yost's detailed Level of Effort and Budget Spreadsheet. Attachment B is West Yost 2023 Billing Rate Schedule. The schedule in Table 2 is based on receiving notice to proceed by August 1, 2023 and leads to presentations in June 2024. Construction of the NEQ Development project is anticipated to start in the late summer or fall of 2024.

Table 1. Proposed Level of Effort, Budget, and Schedule				
Task	Level of Effort, hours	City Budget, dollars	SCWA Budget, dollars	Total Budget, dollars
Task 1. Document Base Case Conditions	66	8,138	8,137	16,275
Task 2. Evaluate the No City Conditions (NCC) and the Buildout Land Uses Condition (BLUC)	46	15,987	0	15,987
Task 3. Evaluate BLUC with the City NEQ Facilities	134	36,978	0	36,978
Task 4. Evaluate BLUC with the City NEQ	134	0	33,678	33,678
Task 5. Evaluate the Putah Creek Diversion Channel (PCDC) Regional Drainage Project (RDP)	156	44,315	0	44,315
Task 6. Evaluate the Upper Watershed Detention Basin(s) UWDB RDP	138	0	42,842	42,842
Task 7. Evaluate a Yet to be Determined RDP	156	0	37,744	37,744
Task 8. Presentations	74	11,206	11,205	22,411
Total	904	\$116,624	\$133,606	\$250,230

Table 2 Schedule Completion Dates	
Tasks	Schedule Completion Date
Task 1. Document Base Case Conditions	September 8, 2023
Task 2. Evaluate the No City Conditions (NCC) and the Buildout Land Uses Condition (BLUC)	September 8, 2023
Task 3. Evaluate BLUC with the City NEQ Facilities	October 13, 2023
Task 4. Evaluate BLUC with the City NEQ	November 10, 2023
Task 5. Evaluate the Putah Creek Diversion Channel (PCDC) Regional Drainage Project (RDP)	February 23, 2024
Task 6. Evaluate the Upper Watershed Detention Basin(s) UWDB RDP	March 29, 2024
Task 7. Evaluate a Yet to be Determined RDP	May 24, 2024
Task 8. Presentations	June, 2024

Please call me at 530-574-3905 or email me at dmoore@westyost.com if you have any questions.

Sincerely,
WEST YOST



Douglas T. Moore, PE
Principal Engineer

RCE #58122

Attachment(s): A. West Yost Detailed Effort and Budget Worksheet
B. West Yost 2023 Billing Rate Schedule

West Yost Detailed Effort and Budget Worksheet

West Yost Associates	EM/SM/GM II \$315	ESG II \$190	PE/PS/PG I \$273	ADM IV \$144	P \$318	Labor		Technology & Admin 6%	SVR	Costs		
						Hours	Fee			Sub. w/ markup 10%	Other Direct	Total Costs
PROJECT: Stormwater Drainage Planning for the City of Dixon Northeast Quadrant	D Moore	J Steiner and L Russell	M Duffy									
Task 3 Evaluate BLUC with the City NEQ Facilities												
3.01 Prepare Map	2	4				6	\$ 1,390	\$ 83				\$ 1,473
3.02 Survey	2	2				4	\$ 1,010	\$ 61	\$ 3,000	\$ 3,300		\$ 4,371
3.03 Update Model	12	32	4			48	\$ 10,952	\$ 657				\$ 11,609
3.04 Prepare H&S Figures	8	16	4			28	\$ 6,652	\$ 399				\$ 7,051
3.05 Draft and Final TM	12	16	2	4		34	\$ 7,942	\$ 477				\$ 8,419
3.06 Agency Coordination and Task Project Management	8	4	2			14	\$ 3,826	\$ 230				\$ 4,056
Subtotal, Task 3 (hours)	44	74	12	4	0	134						
Subtotal, Task 3 (\$)	\$ 13,860	\$ 14,060	\$ 3,276	\$ 576			\$ 31,772	\$ 1,906	\$ 3,000	\$ 3,300		\$ 36,978
Task 4 (Optional). Evaluate BLUC with the City NEQ Facilities with Temporary Operational or Physical Modifications to Reduce Downstream or Upstream Flooding												
4.01 Prepare Map	2	4				6	\$ 1,390	\$ 83				\$ 1,473
4.02 Workshop and/or Temporary Operational or Physical Modifications	2	2				4	\$ 1,010	\$ 61				\$ 1,071
4.03 Update Model	12	32	4			48	\$ 10,952	\$ 657				\$ 11,609
4.04 Prepare H&S Figures	8	16	4			28	\$ 6,652	\$ 399				\$ 7,051
4.05 Draft and Final TM	12	16	2	4		34	\$ 7,942	\$ 477				\$ 8,419
4.06 Agency Coordination and Task Project Management	8	4	2			14	\$ 3,826	\$ 230				\$ 4,056
Subtotal, Task 4 (hours)	44	74	12	4	0	134						
Subtotal, Task 4 (\$)	\$ 13,860	\$ 14,060	\$ 3,276	\$ 576			\$ 31,772	\$ 1,906				\$ 33,678
Task 5 Evaluate the Putah Creek Diversion Channel (PCDC) Regional Drainage Project (RDP)												
5.01 Prepare Map	2	4				6	\$ 1,390	\$ 83				\$ 1,473
5.02 Survey	2	2				4	\$ 1,010	\$ 61	\$ 5,000	\$ 5,500		\$ 6,571
5.03 Refine concepts (workshop)	4	16	2			22	\$ 4,846	\$ 291				\$ 5,137
5.04 Update Model	12	32	4			48	\$ 10,952	\$ 657				\$ 11,609
5.05 Prepare H&S Figures	8	16	4			28	\$ 6,652	\$ 399				\$ 7,051
5.06 Draft and Final TM	12	16	2	4		34	\$ 7,942	\$ 477				\$ 8,419
5.07 Agency Coordination and Task Project Management	8	4	2			14	\$ 3,826	\$ 230				\$ 4,056
Subtotal, Task 5 (hours)	48	90	14	4	0	156						
Subtotal, Task 5 (\$)	\$ 15,120	\$ 17,100	\$ 3,822	\$ 576			\$ 36,618	\$ 2,197	\$ 5,000	\$ 5,500		\$ 44,315
Task 6 Evaluate the Upper Watershed Detention Basin(s) UWDB RDP												
6.01 Prepare Map	2	4				6	\$ 1,390	\$ 83				\$ 1,473
6.02 Survey	2	2				4	\$ 1,010	\$ 61	\$ 5,000	\$ 5,500		\$ 6,571
6.03 Refine concepts (workshop)	4	16	2			22	\$ 4,846	\$ 291				\$ 5,137
6.04 Update Model	12	24	4			40	\$ 9,432	\$ 566				\$ 9,998
6.05 Prepare H&S Figures	8	12	4			24	\$ 5,892	\$ 354				\$ 6,246
6.06 Draft and Final TM	10	24	2	4		40	\$ 8,832	\$ 530				\$ 9,362
6.07 Agency Coordination and Task Project Management	8	4	2			14	\$ 3,826	\$ 230				\$ 4,056
Subtotal, Task 6 (hours)	46	86	14	4	0	150						
Subtotal, Task 6 (\$)	\$ 14,490	\$ 16,340	\$ 3,822	\$ 576			\$ 35,228	\$ 2,114	\$ 5,000	\$ 5,500		\$ 42,842
Task 7 (Optional). Evaluate a Yet to be Determined RDP												
7.01 Prepare Map	2	4				6	\$ 1,390	\$ 83				\$ 1,473
7.02 Refine concepts (workshop)	4	16	2			22	\$ 4,846	\$ 291				\$ 5,137
7.03 Update Model	12	32	4			48	\$ 10,952	\$ 657				\$ 11,609
7.04 Prepare H&S Figures	8	16	4			28	\$ 6,652	\$ 399				\$ 7,051
7.05 Draft and Final TM	12	16	2	4		34	\$ 7,942	\$ 477				\$ 8,419
7.06 Agency Coordination	8	4	2			14	\$ 3,826	\$ 230				\$ 4,056
Subtotal, Task 7 (hours)	46	88	14	4	0	152						
Subtotal, Task 7 (\$)	\$ 14,490	\$ 16,720	\$ 3,822	\$ 576			\$ 35,608	\$ 2,136				\$ 37,744
Task 8 Presentations												
8.01 Up to 8 Presentations	54	16	4			74	\$ 21,142	\$ 1,269				\$ 22,411
Subtotal, Task 8 (hours)	54	16	4	0	0	74						
Subtotal, Task 8 (\$)	\$ 17,010	\$ 3,040	\$ 1,092				\$ 21,142	\$ 1,269				\$ 22,411
TOTAL (hours)	315	516	79	26	0	936						
TOTAL (\$)	\$ 99,225	\$ 98,040	\$ 21,567	\$ 3,744			\$ 222,576	\$ 13,355	\$ 13,000	\$ 14,300		\$ 250,231

EXHIBIT B
RATE OF COMPENSATION

Attachment B

West Yost's 2023 Billing Rate Schedule

2023 Billing Rate Schedule

(Effective January 1, 2023 through December 31, 2023)*



POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$338
Engineer/Scientist/Geologist Manager I / II	\$319 / \$334
Principal Engineer/Scientist/Geologist I / II	\$288 / \$307
Senior Engineer/Scientist/Geologist I / II	\$259 / \$272
Associate Engineer/Scientist/Geologist I / II	\$215 / \$231
Engineer/Scientist/Geologist I / II	\$173 / \$201
Engineering Aide	\$101
Field Monitoring Services	\$125
Administrative I / II / III / IV	\$92 / \$115 / \$138 / \$152
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$332 / \$334
Principal Tech Specialist I / II	\$305 / \$315
Senior Tech Specialist I / II	\$279 / \$291
Senior GIS Analyst	\$252
GIS Analyst	\$239
Technical Specialist I / II / III / IV	\$178 / \$203 / \$228 / \$254
Technical Analyst I / II	\$128 / \$152
Technical Analyst Intern	\$103
Cross-Connection Control Specialist I / II / III / IV	\$133 / \$144 / \$162 / \$180
CAD Manager	\$201
CAD Designer I / II	\$156 / \$176
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$322
Construction Manager I / II / III / IV	\$197 / \$211 / \$224 / \$283
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$172 / \$191 / \$213 / \$221
Apprentice Inspector	\$156
CM Administrative I / II	\$83 / \$112
Field Services	\$221

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

2023 Billing Rate Schedule

(Effective January 1, 2023 through December 31, 2023)*



Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$1 / mile
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Stainless Steel Wire per foot	\$0.03 / day
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Vehicle (Construction Management)	\$10 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: July 13, 2023

SUBJECT: Solano Project Contract Renewal EA-IS

RECOMMENDATIONS:


- 1. Authorize General Manager to execute \$243,500 contract with Jacobs Engineering for Solano Project Contract Renewal Environmental Assessment – Initial Study (EA-IS), as part of CEQA-NEPA compliance.
- 2. Authorize up to a 25% contingency should changes in scope of work arise.

FINANCIAL IMPACT:

The total cost will be up to \$304,375 which includes the proposed contract and 25% contingency. Sufficient funding is included in the FY 2023 - 2024 Solano Project budget.

BACKGROUND:

The Solano Project which includes Lake Berryessa, Monticello Dam, Lake Solano, Putah Diversion Dam, Putah Diversion Office, Putah South Canal, and Terminal Reservoir is owned by the US Bureau of Reclamation but locally managed by the Solano County Water Agency (SCWA). SCWA contracts with the Solano Irrigation District (SID) for Operation & Maintenance (O&M) of the facility. SCWA and USBR have long-term (25-year) contracts in place for (a) Water Delivery and (b) Operations, Maintenance, and Rehabilitation (OM&R) which expire February 2024. To renew the SCWA-USBR Water Delivery contract, an Environmental Assessment – Initial Study must be done as part of CEQA-NEPA compliance. Renewal of the SCWA and USBR long-term contracts is of critical importance to the Solano Project participating agencies which include Vacaville, Fairfield, Vallejo, Suisun City, Benicia, Solano Irrigation District, Maine Prairie Water District, UC Davis, CSP Solano, and Travis AFB.

Recommended: 
Chris Lee, 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, 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 July 13, 2023, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

As recommended by the Board, SCWA issued a formal Request for Proposal (RFP) on May 10, 2023 to encourage fairness and competitiveness for consultant contracts. Water Agency staff circulated the RFP to multiple consultants and posted the RFP to the California Special Districts Association Clearinghouse. The Water Agency did not receive any RFPs by the Submission Deadline. Due to the time sensitivity of the Contract Renewal, the Water Agency is working with Jacobs Engineering (formally CH2MHLL), which did the original EA-IS back in 1999, to draft up a budget for the current Solano Project Contract Renewal EA-IS. The proposed consultant contract and scope of work are attached. The Water Agency is also requesting a 25% contingency (not included in the contract), to allow for scope of work changes that may be required by the Water Agency, US Bureau of Reclamation, or other State-Federal agencies during this study.

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:

Funding of the Solano Project Contract Renewal EA-IS is consistent with Goal #1 (*Water Supply Management*), Goal #2 (*Water Management Infrastructure*), Goal #4 (*Water Resource Resiliency*) and Goal #7 (*Natural Resources Stewardship*) of the 2016-2025 Strategic Plan.

Name of Project: **Solano Project Contract Renewal EA-IS**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Contractor)

THIS AGREEMENT, **effective July 13, 2023**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Jacobs Engineering Group, Inc.**, hereinafter referred to as "Contractor."

The Agency requires services for **Solano Project Contract Renewal EA-IS**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$243,500** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month. *Invoices that are over 6 months old will not be approved or paid by the Agency.* **In no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.**

Every invoice shall specify hours worked for each task identified in Exhibit A undertaken. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

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

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2024** as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

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

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

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

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

6. **PERMITS**

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

7. **INDEMNIFY AND HOLD HARMLESS**

To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify Solano County Water Agency, its directors, officers, employees, and authorized volunteers, against all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, to the proportionate extent, arising from the negligent

acts, errors or omissions of Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising Solano County Water Agency's negligence or willful acts.

8. **INSURANCE**

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

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

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

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

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

County Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

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

Verification of Coverage – Contractor shall furnish the Solano County Water Agency with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Solano County Water Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

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

9. **COMPLIANCE WITH LAW**

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

10. **RECORD RETENTION**

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

11. **OWNERSHIP OF DOCUMENTS**

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

12. **SUBCONTRACT AND ASSIGNMENT**

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

13. **NONRENEWAL**

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

14. **NOTICE**

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

AGENCY

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

CONTRACTOR

Jason Junkert, Manager of Projects
Jacobs Engineering Group, Inc.
2485 Natomas Park Drive, Suite 600
Sacramento, CA 95833

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

Solano County Water Agency
a Public Agency

Jacobs Engineering Group, Inc.

By: _____
Chris Lee
General Manager

By: _____
Jason Junkert
Manager of Projects

FOR SCWA USE ONLY

Contract Period: July 13, 2023 to June 30, 2024
File Number: AG-J-4
Account Manager: Alex Rabidoux
G/L Account #: 6140SC
Job Cost #: _____
Contract Type: Prof. Services (Arch. & Eng)

EXHIBIT A
SCOPE OF SERVICES

Scope of Work

The scope of work will include a complete CEQA and NEPA compliance for the Solano Project Contract Renewal, to be reviewed by SCWA and Reclamation staff.

Deliverables

Task 1 – Management and Agency Coordination

Task 2 – Approach to CEQA and NEPA Compliance

Task 3 – Prepare Environmental Document

Task 4 – Distribution and Filing

The work will include draft and final reports. A more detailed scope of work is provided below.

Consulting Services – Preparation of Environmental Documents for Solano Project Contract Renewal

Scope of Work

The scope of work is to complete CEQA and NEPA compliance for the Solano Project contract renewal. These tasks include:

- Task 1 – Management and Agency Coordination
- Task 2 – Approach to CEQA and NEPA Compliance
- Task 3 – Prepare Environmental Document
- Task 4 – Distribution and Filing

Task 1 Management and Agency Coordination

This task is for ongoing coordination with SCWA and Reclamation as well as project management. Jacobs will provide monthly status reports to SCWA corresponding to monthly invoices submitted for work performed. Jacobs will coordinate its work with SCWA, Reclamation, and other agencies as necessary and directed by SCWA. Jacobs is available to attend meetings with SCWA and Reclamation as needed to promote effective communications with these parties or others participating in Solano Project contract renewal process.

Deliverables

- Meeting notes, records of consultation, other supporting materials

Assumptions

- Jacobs has budgeted up to two (2) meetings per month during the course of the project

Task 2 Approach to CEQA and NEPA Compliance

Jacobs will collaborate with SCWA and Reclamation to confirm and document the approach to CEQA and NEPA compliance. In coordination with SCWA, Jacobs will prepare a project description that is sufficient to support the environmental compliance approach.

Deliverables

- Technical memorandum documenting assumptions and approach to CEQA and NEPA compliance

Assumptions

- Operation of the Solano Project will be the same as current operation under the existing Water Service Contract

Task 3 Prepare Environmental Document

With the assumption that the results of Task 2 are to prepare a justification for an exemption under CEQA and an Environmental Assessment (EA) under NEPA, Jacobs will prepare these documents consistent with the requirements of CEQA and NEPA.

The EA will include the following sections:

- Executive Summary
- A statement of the purpose and need for the project
- A description of the project alternatives
- A description of existing environmental conditions within the project area
- A discussion of potential environmental impacts associated with implementation of each alternative
- List of Preparers
- References and supporting information

Issues to be covered in the EA include, but are not limited to:

- Gradual conversion of contract water from agriculture to M&I
- Impact of water supply on endangered species in the service area
- Habitat conditions in Putah Creek downstream of the Solano Project

Contents of the EA will be sufficient for Reclamation to make its effects determination pursuant to the Endangered Species Act and no separate deliverable will be prepared. Because the Solano Project water contract renewal would be an extension of current practices, significant public comment or substantial revisions to the Public Draft EA are not expected.

Deliverables

- PDF and Word file of the administrative draft, public draft, and final EA
- Draft FONSI
- PDF and Word file of the justification for the exemption

Assumptions

- No scoping is required
- One administrative draft of the EA will be prepared
- EA shall be no longer than 75 pages, not including appendices, pursuant to recently adopted changes to NEPA
- One set of consolidated comments from SCWA
- One set of consolidated comments from Reclamation
- Up to 12 hours of assistance preparing responses to public comments for the Final EA

Task 4: Public Review - Distribution and Filing

Jacobs will prepare applicable notices and other materials needed to complete the CEQA/NEPA process.

Deliverables

- Notices and other materials related to CEQA/NEPA process

Assumptions

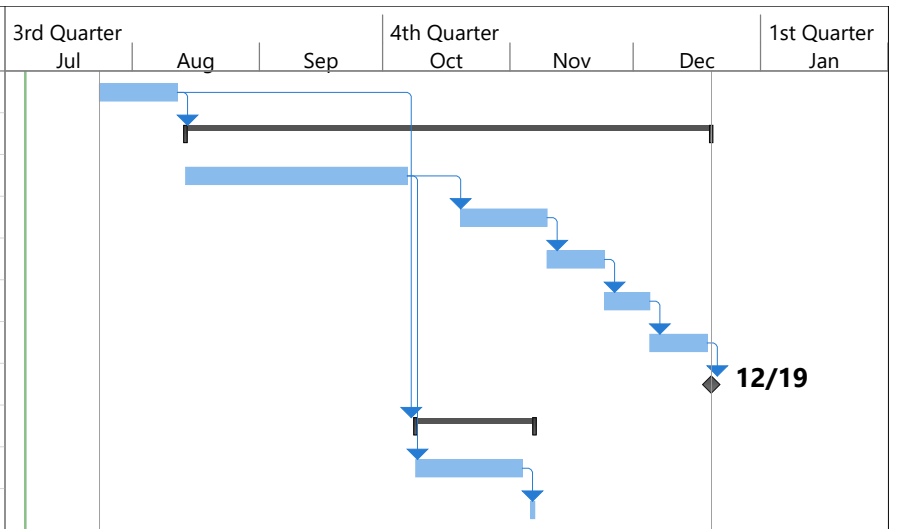
- Noticing processes will be electronic
- NEPA process will be as directed by Reclamation

Schedule

The work is expected to be initiated on or around July 2023, and completed as outlined in the attached project schedule, with the following major milestone:

- Complete a CEQA/NEPA document for submission to Reclamation in November of 2023 to support Reclamation's issuance of a FONSI and execution of a 25-year renewal contract prior to the February 2024 end date of the current contract.

ID	Task Name	Duration	Start	Finish	3rd Quarter Jul	Aug	Sep	4th Quarter Oct	Nov	Dec	1st Quarter Jan
1	Confirm CEQA/NEPA Approach	15 days	Mon 7/24/23	Fri 8/11/23							
2	NEPA	92 days	Mon 8/14/23	Tue 12/19/23							
3	Admin Draft EA	40 days	Mon 8/14/23	Fri 10/6/23							
4	SCWA/Reclamation Review	15 days	Fri 10/20/23	Thu 11/9/23							
5	Public Draft	10 days	Fri 11/10/23	Thu 11/23/23							
6	Public Review Period	11 edays	Thu 11/23/23	Mon 12/4/23							
7	Final EA	10 days	Tue 12/5/23	Mon 12/18/23							
8	FONSI	1 day	Tue 12/19/23	Tue 12/19/23							
9	CEQA	21 days	Mon 10/9/23	Mon 11/6/23							
10	CatEx Justification Memo	20 days	Mon 10/9/23	Fri 11/3/23							
11	File Notice of Exemption	1 day	Mon 11/6/23	Mon 11/6/23							



Project: SCWA_SolanoProject_E Date: Thu 7/6/23	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

FY 2023/24									
Task	Franck	Burrell	Schoevaars	Thayer	Planner 1	Pubs/Admin	Expense	LSA	Total
Task 1: Management and Agency Coordination	\$ 2,500	\$ 5,000	\$ -	\$ -	\$ -	\$ 2,500	\$ 1,000	\$ 5,000	\$ 16,000
Task 2: Approach to CEQA and NEPA Compliance	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Task 3: Prepare Environmental Document	\$ 20,000	\$ 40,000	\$ 40,000	\$ 20,000	\$ 20,000	\$ 10,000	\$ -	\$ 50,000	\$ 200,000
Task 4: Public Review - Distribution and Meetings	\$ -	\$ 5,000	\$ -	\$ -	\$ 10,000	\$ 2,500	\$ -	\$ -	\$ 17,500
Summary	\$ 27,500	\$ 55,000	\$ 40,000	\$ 20,000	\$ 30,000	\$ 15,000	\$ 1,000	\$ 55,000	\$ 243,500

EXHIBIT B
RATE OF COMPENSATION

Jacobs	
Professionals and Technicians*	
2023 Hourly Billing Rates**	
Classification	Rate
Principal-in-Charge*	\$302
Principal Professional*	\$278
Sr. Professional*	\$222
Project Professional*	\$167
Staff Professional*	\$131
Sr. Technician	\$167
Technician	\$122
Office/Clerical	\$112
Notes:	
* includes engineering, consulting, planner and scientist disciplines	
**These rates are effective January 1, 2023 through December 31, 2023	
A markup of 10% shall be applied to all Other Direct Costs and Expenses	
An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services	

LEGISLATIVE UPDATES

**Solano County Water Agency
2023-24 Regular Session, First Year**

AB 30

(Ward D) Atmospheric rivers: research: reservoir operations.

Current Text: Amended: 6/26/2023 [html](#) [pdf](#)

Introduced: 12/5/2022

Last Amend: 6/26/2023

Status: 7/5/2023-Read second time. Ordered to Consent Calendar.

Is Urgency: N

Is Fiscal: Y

Location: 7/3/2023-S. CONSENT CALENDAR

Calendar: 7/6/2023 #155 SENATE CONSENT CALENDAR FIRST LEGISLATIVE DAY

Summary: Current law establishes the Atmospheric Rivers: Research, Mitigation, and Climate Forecasting Program in the Department of Water Resources. Current law requires the department, upon an appropriation for purposes of the program, to research climate forecasting and the causes and impacts that climate change has on atmospheric rivers, to operate reservoirs in a manner that improves flood protection, and to reoperate flood control and water storage facilities to capture water generated by atmospheric rivers. This bill would rename that program the Atmospheric Rivers Research and Forecast Improvement Program: Enabling Climate Adaptation Through Forecast-Informed Reservoir Operations and Hazard Resiliency (AR/FIRO) Program. The bill would require the department to research, develop, and implement new observations, prediction models, novel forecasting methods, and tailored decision support systems to improve predictions of atmospheric rivers and their impacts on water supply, flooding, post-wildfire debris flows, and environmental conditions.

Position

Favor

AB 340

(Fong, Vince R) California Environmental Quality Act: grounds for noncompliance.

Current Text: Introduced: 1/30/2023 [html](#) [pdf](#)

Introduced: 1/30/2023

Status: 4/28/2023-Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 2/9/2023)(May be acted upon Jan 2024)

Is Urgency: N

Is Fiscal: Y

Location: 4/28/2023-A. 2 YEAR

Summary: The California Environmental Quality Act (CEQA) prohibits an action or proceeding from being brought in a court to challenge the approval of a project by a public agency unless the alleged grounds for noncompliance are presented to the public agency orally or in writing by a person during the public comment period provided by CEQA or before the close of the public hearing on the project before the issuance of the notice of determination. This bill would require the alleged grounds for noncompliance with CEQA presented to the public agency in writing be presented at least 10 days before the public hearing on the project before the issuance of the notice of determination. The bill would prohibit the inclusion of written comments presented to the public agency after that time period in the record of proceedings and would prohibit those documents from serving as basis on which an action or proceeding may be brought.

Position

AB 345

(Wilson D) Habitat restoration: flood control: advance payments.

Current Text: Amended: 6/26/2023 [html](#) [pdf](#)

Introduced: 1/31/2023

Last Amend: 6/26/2023

Status: 6/26/2023-Read second time and amended. Re-referred to Com. on APPR.

Is Urgency: N

Is Fiscal: Y

Location: 6/22/2023-S. APPR.

Calendar: 7/10/2023 10 a.m. - 1021 O Street, Room 2200 SENATE APPROPRIATIONS, PORTANTINO, ANTHONY, Chair

Summary: Current law establishes the Central Valley Flood Protection Board and authorizes the board to engage in various flood control activities along the Sacramento River, the San Joaquin River, their tributaries, and related areas. This bill would authorize the Department of Water Resources or the board to provide advance payments, as defined, to local agencies for projects that restore habitat for threatened and endangered species under state or federal law or improve flood protection, as provided. The bill would prohibit the amount of funds advanced by the department or the board to the local agency at any one time from exceeding 25% of the entire amount authorized to be provided under the funding agreement. The bill would require the project proponent to demonstrate a need for

an advance payment and that the project proponent is sufficiently qualified to manage the project and the project's finances. The bill would require the funds to be spent within 6 months and would require the recipient to provide an accountability report to the department or the board on a quarterly basis, as specified.

Position
Support/Amend

AB 429 **(Bennett D) Groundwater wells: permits.**

Current Text: Amended: 3/2/2023 [html](#) [pdf](#)

Introduced: 2/6/2023

Last Amend: 3/2/2023

Status: 4/28/2023-Failed Deadline pursuant to Rule 61(a)(2). (Last location was W.,P. & W. on 3/2/2023)(May be acted upon Jan 2024)

Is Urgency: N

Is Fiscal: Y

Location: 4/28/2023-A. 2 YEAR

Summary: Current law requires the State Water Resources Control Board to adopt a model water well, cathodic protection well, and monitoring well drilling and abandonment ordinance implementing certain standards for water well construction, maintenance, and abandonment and requires each county, city, or water agency, where appropriate, not later than January 15, 1990, to adopt a water well, cathodic protection well, and monitoring well drilling and abandonment ordinance that meets or exceeds certain standards. Under current law, if a county, city, or water agency, where appropriate, fails to adopt an ordinance establishing water well, cathodic protection well, and monitoring well drilling and abandonment standards, the model ordinance adopted by the state board is required to take effect on February 15, 1990, and is required to be enforced by the county or city and have the same force and effect as if adopted as a county or city ordinance. The Sustainable Groundwater Management Act requires all groundwater basins designated as high- or medium-priority basins by the Department of Water Resources that are designated as basins subject to critical conditions of overdraft to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans by January 31, 2020, and requires all other groundwater basins designated as high- or medium-priority basins to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans by January 31, 2022, except as specified. This bill would, if 1% of domestic wells go dry in a critically overdrafted basin, as specified, 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 a critically overdrafted basin unless specified conditions are met.

Position

AB 460 **(Bauer-Kahan D) State Water Resources Control Board: water rights and usage: interim relief: procedures.**

Current Text: Amended: 5/18/2023 [html](#) [pdf](#)

Introduced: 2/6/2023

Last Amend: 5/18/2023

Status: 6/27/2023-In committee: Set, first hearing. Hearing canceled at the request of author.

Is Urgency: N

Is Fiscal: Y

Location: 6/7/2023-S. N.R. & W.

Summary: Current law authorizes the State Water Resources Control Board to investigate all streams, stream systems, lakes, or other bodies of water, take testimony relating to the rights to water or the use of water, and ascertain whether water filed upon or attempted to be appropriated is appropriated under the laws of the state. Current law requires the board to take appropriate actions to prevent waste or the unreasonable use of water. This bill would authorize the board, in conducting specified investigations or proceedings to inspect the property or facilities of a person or entity, as specified. The bill would authorize the board, if consent is denied for an inspection, to obtain an inspection warrant, as specified, or in the event of an emergency affecting public health and safety, to conduct an inspection without consent or a warrant.

Position
Oppose

AB 676 **(Bennett D) Water: general state policy.**

Current Text: Amended: 6/12/2023 [html](#) [pdf](#)

Introduced: 2/13/2023

Last Amend: 6/12/2023

Status: 6/22/2023-In committee: Hearing postponed by committee.

Is Urgency: N

Is Fiscal: N

Location: 5/31/2023-S. N.R. & W.

Calendar: 7/10/2023 Upon adjournment of Military and Veterans Affairs Committee - 1021 O Street, Room 2200 SENATE NATURAL RESOURCES AND WATER, MIN, DAVE, Chair

Summary: Current law establishes various state water policies, including the policy that the use of water for domestic purposes is the highest use of water and that the next highest use is for irrigation. This bill would specify that the use of water for domestic purposes includes water use for human consumption, cooking, sanitary purposes, and care of household livestock, animals, and gardens.

Position

Watch

AB 779

(Wilson D) Groundwater: adjudication.

Current Text: Amended: 7/3/2023 [html](#) [pdf](#)

Introduced: 2/13/2023

Last Amend: 7/3/2023

Status: 7/3/2023-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on JUD.

Is Urgency: N

Is Fiscal: Y

Location: 6/27/2023-S. JUD.

Calendar: 7/11/2023 9 a.m. - 1021 O Street, Room 2100 SENATE JUDICIARY, UMBERG, THOMAS, Chair

Summary: Current law establishes various methods and procedures for a comprehensive adjudication of groundwater rights in civil court. This bill would require the court to appoint one party to forward all case management orders, judgments, and interlocutory orders to the Department of Water Resources within 10 business days of issuance. The bill would require the court to allocate payment of the costs incurred by the party appointed to forward all case management orders, judgments, and interlocutory orders to the department among the parties in an amount and a manner that the court deems equitable. The bill would require the department to post the documents on its internet website in the interest of transparency and accessibility within 20 business days of receipt from a party, as specified. The bill would authorize the court to refer the matter to the State Water Resources Control Board for investigation and report in order to assist the court in making findings pursuant to these provisions, and would authorize a party to request that the court refer the matter to the board for these purposes. The bill would require the court to consider the water use of small farmers and disadvantaged communities, as those terms are defined, before entering a judgment.

Position

AB 809

(Bennett D) Salmonid populations: California Monitoring Program Fund.

Current Text: Amended: 6/29/2023 [html](#) [pdf](#)

Introduced: 2/13/2023

Last Amend: 6/29/2023

Status: 6/29/2023-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on N.R. & W. (Amended 6/29/2023)

Is Urgency: N

Is Fiscal: Y

Location: 6/7/2023-S. N.R. & W.

Calendar: 7/10/2023 Upon adjournment of Military and Veterans Affairs Committee - 1021 O Street, Room 2200 SENATE NATURAL RESOURCES AND WATER, MIN, DAVE, Chair

Summary: Would require the Department of Fish and Wildlife to establish the California Monitoring Program to collect comprehensive data on anadromous salmonid populations, in coordination with relevant federal and state agencies, to inform salmon and steelhead recovery, conservation, and management activities. The bill would authorize the department to consult with local agencies, tribes, conservation organizations, and academic institutions to carry out monitoring efforts under the program. The bill would establish the California Monitoring Program Fund in the State Treasury to, upon appropriation by the Legislature, support the program. The bill would specify the types of moneys that may be deposited into the fund and would make related findings and declarations.

Position

Favor/Amend

AB 1337

(Wicks D) State Water Resources Control Board: water diversion curtailment.

Current Text: Amended: 5/18/2023 [html](#) [pdf](#)

Introduced: 2/16/2023

Last Amend: 5/18/2023

Status: 6/21/2023-In committee: Hearing postponed by committee.

Is Urgency: N

Is Fiscal: Y

Location: 6/7/2023-S. N.R. & W.

Calendar: 7/10/2023 Upon adjournment of Military and Veterans Affairs Committee - 1021 O Street, Room 2200 SENATE NATURAL RESOURCES AND WATER, MIN, DAVE, Chair

Summary: Under existing law, the diversion or use of water other than as authorized by specified provisions of law is a trespass, subject to specified civil liability. This bill would expand the instances when the diversion or use of water is considered a trespass. This bill contains other related provisions and other existing laws.

Position

Oppose

AB 1563 (Bennett D) Groundwater sustainability agency: groundwater extraction permit: verification.

Current Text: Amended: 6/28/2023 [html](#) [pdf](#)

Introduced: 2/17/2023

Last Amend: 6/28/2023

Status: 6/29/2023-In committee: Hearing postponed by committee.

Is Urgency: N

Is Fiscal: Y

Location: 6/22/2023-S. GOV. & F.

Calendar: 7/12/2023 Upon adjournment of Education Committee - 1021 O Street, Room 2100 SENATE GOVERNANCE AND FINANCE, CABALLERO, ANNA, Chair

Summary: Current law authorizes any local agency or combination of local agencies overlying a groundwater basin to decide to become a groundwater sustainability agency for that basin and imposes specified duties upon that agency or combination of agencies, as provided. Current law authorizes a groundwater sustainability agency to request of the county, and requires a county to consider, that the county forward permit requests for the construction of new groundwater wells, the enlarging of existing groundwater wells, and the reactivation of abandoned groundwater wells to the agency before permit approval. This bill would instead require a county to forward permit requests for the construction of new groundwater wells, the enlarging of existing groundwater wells, and the reactivation of abandoned groundwater wells to the groundwater sustainability agency before permit approval.

Position

AB 1567 (Garcia D) Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, Clean Energy, and Workforce Development Bond Act of 2024.

Current Text: Amended: 5/26/2023 [html](#) [pdf](#)

Introduced: 2/17/2023

Last Amend: 5/26/2023

Status: 6/14/2023-Referred to Coms. on N.R. & W. and GOV. & F.

Is Urgency: N

Is Fiscal: Y

Location: 6/14/2023-S. N.R. & W.

Summary: Would enact the Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, Clean Energy, and Workforce Development Bond Act of 2024, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$15,995,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, wildfire prevention, drought preparation, flood protection, extreme heat mitigation, clean energy, and workforce development programs.

Position

Support/Amend

ACA 2 (Alanis R) Public resources: Water and Wildfire Resiliency Act of 2023.

Current Text: Introduced: 12/5/2022 [html](#) [pdf](#)

Introduced: 12/5/2022

Status: 4/20/2023-Referred to Coms. on W., P., & W. and NAT. RES.

Is Urgency:

Is Fiscal: Y

Location: 4/20/2023-A. W., P. & W.

Summary: Would establish the Water and Wildfire Resiliency Fund within the State Treasury, and would require the Treasurer to annually transfer an amount equal to 3% of all state revenues that may be appropriated as described from the General Fund to the Water and Wildfire Resiliency Fund. The measure would require the moneys in the fund to be appropriated by the Legislature and would require that 50% of the moneys in the fund be used for water projects, as specified, and that the other 50% of the moneys in the fund be used for forest maintenance and health projects, as specified.

Position

Favor

SB 23

(Caballero D) Water supply and flood risk reduction projects: expedited permitting.

Current Text: Amended: 5/1/2023 [html](#) [pdf](#)

Introduced: 12/5/2022

Last Amend: 5/1/2023

Status: 5/19/2023-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/15/2023)(May be acted upon Jan 2024)

Is Urgency: N

Is Fiscal: Y

Location: 5/19/2023-S. 2 YEAR

Summary: Current law prohibits an entity from substantially diverting or obstructing the natural flow of, or substantially changing or using any material from the bed, channel, or bank of, any river, stream, or lake, or deposit or dispose of debris, waste, or other material containing crumbled, flaked, or ground pavement where it may pass into any river, stream, or lake, except under specified conditions, including requiring the entity to send written notification to the Department of Fish and Wildlife regarding the activity in the manner prescribed by the department. This bill would require a project proponent, if already required to submit a notification to the department, to submit to the department the certified or adopted environmental review document, as applicable, for the activity in the notification. The bill would require the department, under prescribed circumstances, to take certain actions within specified timelines, or within a mutually agreed-to extension of time.

Position

Favor

SB 361

(Dodd D) Water resources: stream gages.

Current Text: Amended: 3/29/2023 [html](#) [pdf](#)

Introduced: 2/8/2023

Last Amend: 3/29/2023

Status: 5/19/2023-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/17/2023)(May be acted upon Jan 2024)

Is Urgency: N

Is Fiscal: Y

Location: 5/19/2023-S. 2 YEAR

Summary: Current law requires the Department of Water Resources and the State Water Resources Control Board, in consultation with the Department of Fish and Wildlife, the Department of Conservation, the Central Valley Flood Protection Board, interested stakeholders, and, to the extent they wish to consult, local agencies, to develop the plan to address significant gaps in information necessary for water management and the conservation of freshwater species. This bill would require the Department of Water Resources and the board, upon appropriation of funds by the Legislature, to reactivate, upgrade, and install new stream gages, as provided. The bill would require the department and board to use the recommendations and data provided in the California Stream Gaging Prioritization Plan 2022 to complete specified actions by 2030. The bill would require the department to report to the Legislature, on or before January 1, 2026, and every 2 years thereafter, on progress made in completing those specified actions. The bill would require the data from all stream gages operating with any public money to be published as provisional data within 10 days of collection and made publicly available on the state's open water data platforms. The bill would require the department and board to develop and adopt a set of standards and processes for assessing, tracking, and reporting the accuracy of stream gages, evapotranspiration data, water meters, and other critical data inputs for water management, as provided. The bill would require the department and the board to consult with interested stakeholders to develop a plan to identify the gaps in the network of automated weather stations and eddy covariance towers to ensure accurate and comprehensive data collection.

Position

Favor

SB 366

(Caballero D) The California Water Plan: long-term supply targets.

Current Text: Amended: 6/29/2023 [html](#) [pdf](#)

Introduced: 2/8/2023

Last Amend: 6/29/2023

Status: 6/29/2023-From committee with author's amendments. Read second time and amended. Re-referred to Com. on W., P., & W.

Is Urgency: N

Is Fiscal: Y

Location: 6/8/2023-A. W.,P. & W.

Calendar: 7/11/2023 9 a.m. - State Capitol, Room 447 ASSEMBLY WATER, PARKS AND

WILDLIFE, BAUER-KAHAN, REBECCA, Chair

Summary: Current law requires the Department of Water Resources to update every 5 years the plan for the orderly and coordinated control, protection, conservation, development, and use of the water resources of the state, which is known as "The California Water Plan." Current law requires the department to include a discussion of various strategies in the plan update, including, but not limited to, strategies relating to the development of new water storage facilities, water conservation, water recycling, desalination, conjunctive use, water transfers, and alternative pricing policies that may be pursued in order to meet the future needs of the state. Current law requires the department to establish an advisory committee to assist the department in updating the plan. This bill would revise and recast certain provisions regarding The California Water Plan to, among other things, require the department to instead establish a stakeholder advisory committee and to expand the membership of the committee to include tribes, labor, and environmental justice interests. The bill would require the department to coordinate with the California Water Commission, the State Water Resources Control Board, other state and federal agencies as appropriate, and the stakeholder advisory committee to develop a comprehensive plan for addressing the state's water needs and meeting specified long-term water supply targets established by the bill for purposes of The California Water Plan. The bill would require the plan to provide recommendations and strategies to ensure enough water supply for all beneficial uses.

Position

Support

SB 389

(Allen D) State Water Resources Control Board: determination of water right.

Current Text: Amended: 4/27/2023 [html](#) [pdf](#)

Introduced: 2/9/2023

Last Amend: 4/27/2023

Status: 6/15/2023-Referred to Com. on W., P., & W.

Is Urgency: N

Is Fiscal: Y

Location: 6/15/2023-A. W.,P. & W.

Calendar: 7/11/2023 9 a.m. - State Capitol, Room 447 ASSEMBLY WATER, PARKS AND WILDLIFE, BAUER-KAHAN, REBECCA, Chair

Summary: Would, upon specified findings, authorize the State Water Resources Control Board to investigate the diversion and use of water from a stream system to determine whether the diversion and use are based upon appropriation, riparian right, or other basis of right, as specified.

Position

Oppose

SB 638

(Eggman D) Climate Resiliency and Flood Protection Bond Act of 2024.

Current Text: Amended: 6/28/2023 [html](#) [pdf](#)

Introduced: 2/16/2023

Last Amend: 6/28/2023

Status: 6/28/2023-From committee with author's amendments. Read second time and amended. Re-referred to Com. on W., P., & W.

Is Urgency: N

Is Fiscal: Y

Location: 6/15/2023-A. W.,P. & W.

Calendar: 7/11/2023 9 a.m. - State Capitol, Room 447 ASSEMBLY WATER, PARKS AND WILDLIFE, BAUER-KAHAN, REBECCA, Chair

Summary: Would enact the Climate Resiliency and Flood Protection Bond Act of 2024 which, if approved by the voters, would authorize the issuance of bonds in the amount of \$6,000,000,000 pursuant to the State General Obligation Bond Law, for flood protection and climate resiliency projects.

Position

Support

SB 867

(Allen D) Drought, Flood, and Water Resilience, Wildfire and Forest Resilience, Coastal Resilience, Extreme Heat Mitigation, Biodiversity and Nature-Based Climate Solutions, Climate Smart Agriculture, Park Creation and Outdoor Access, and Clean Energy Bond Act of 2024.

Current Text: Amended: 6/22/2023 [html](#) [pdf](#)

Introduced: 2/17/2023

Last Amend: 6/22/2023

Status: 6/22/2023-Read second time and amended. Re-referred to Com. on NAT. RES.

Is Urgency: N

Is Fiscal: Y

Location: 6/20/2023-A. NAT. RES.

Calendar: 7/10/2023 2:30 p.m. - State Capitol, Room 447 ASSEMBLY NATURAL RESOURCES, RIVAS,

LUZ, Chair

Summary: Would enact the Drought, Flood, and Water Resilience, Wildfire and Forest Resilience, Coastal Resilience, Extreme Heat Mitigation, Biodiversity and Nature-Based Climate Solutions, Climate Smart Agriculture, Park Creation and Outdoor Access, and Clean Energy Bond Act of 2024, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$15,500,000,000 pursuant to the State General Obligation Bond Law to finance projects for drought, flood, and water resilience, wildfire and forest resilience, coastal resilience, extreme heat mitigation, biodiversity and nature-based climate solutions, climate smart agriculture, park creation and outdoor access, and clean energy programs.

Position

Watch/Amend

Total Measures: 18

Total Tracking Forms: 18