

SOLANO COUNTY WATER AGENCY



BOARD OF DIRECTORS MEETING

BOARD OF DIRECTORS:

Chair:

Mayor Ronald Kott
City of Rio Vista

Vice Chair:

TBD

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, January 11, 2024

TIME: 6:30 pm

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/83363088045?pwd=akxrSVU0OG1HaUh0NEVRNTFoMVNqUT09>

Meeting ID: 833 6308 8045 | Passcode: 810810

One tap mobile: +16699006833,,83363088045#,,,*810810#

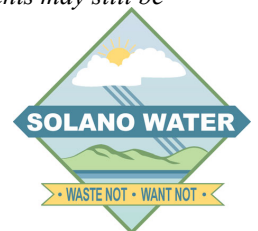
Phone Number: +1 669 900 6833

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

The Public Comment section provides an opportunity to address the Board of Directors on items that are not listed on the agenda, or informational items pertinent to the agency's business. The Board welcomes your comments and requests that speakers present their remarks in a respectful manner, within established time limits, and focus on issues which directly affect the agency or are within the jurisdiction of the agency. The Board will not be able to act on matters brought to its attention under this item until a future board meeting.

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.

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



6. **ELECTION OF OFFICERS AND APPOINTMENT OF EXECUTIVE COMMITTEE FOR 2024** *(estimated time: 10 minutes)*

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

(A) Minutes: Approval of the Minutes of the Board of Directors meeting of December 14, 2023.

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

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

(D) Salvage of Flooded Excavator: Authorize General Manager to enter into a salvage agreement for the flooded CAT 315 excavator from Holt and finalize claim to ACWA JPIA.

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

RECOMMENDATION: For information only.

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

RECOMMENDATION: For information only.

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

RECOMMENDATION: For information only.

11. **SOLANO PROJECT CONTRACT RENEWALS** *(estimated time: 20 minutes)*

RECOMMENDATION: Adopt Resolution 2024-01, authorizing the General Manager to execute the long-term (25-year) Solano Project – Water Service and Operation, Maintenance, and Rehabilitation (OM&R) Agreements between the United States and Solano County Water Agency and making CEQA findings regarding the same.

12. **STAFFING-ADDITION OF FULL TIME ADMINISTRATIVE ASSISTANT I POSITION TO ASSIST WITH IMPLEMENTATION OF REGIONAL WATER USE EFFICIENCY PROGRAMS** *(estimated time: 10 minutes)*

RECOMMENDATION: Approve the addition of a Permanent Full Time Administrative Assistant I position to support the Water Efficiency Program and authorize immediate recruitment for this position.

13. **MANAGEMENT OF THE NATIVE PLANT NURSERY AT SACKETT RANCH** *(estimated time: 20 minutes)*

RECOMMENDATIONS:

1. Provide direction to staff on management of the native plant nursery at Sackett Ranch.
2. Authorize General Manager to execute an extension on current short-term lease with Putah Creek Council for office space at Sackett Ranch, to continue through December 31, 2024.

14. LAKE BERRYESSA MUSSEL EDUCATION AND PREVENTION PROGRAM
(estimated time: 20 minutes)

RECOMMENDATION: Hear presentation on 2023 Lake Berryessa Mussel Education and Prevention Program.

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. Receive written report from Elizabeth Patterson on activities of the North Bay Watershed Association.

17. TIME AND PLACE OF NEXT MEETING

Thursday, February 8, 2024, 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.

SOLANO COUNTY WATER AGENCY

MEMORANDUM



Action Item No. 2024-##
Agenda Item No. 6

TO: Board of Directors

FROM: Chris Lee, General Manager

DATE: December 28, 2023

SUBJECT: Elections of Officers and Appointment of Executive Committee for 2024

As discussed at the December 14, 2023, Board of Directors meeting, the past Vice Chair left their elected position prior to the end of the 2023 calendar year. Chair Kott discussed the possibility of Director Kluge becoming the Chair in January as that would be the normal rotation to an Agricultural District Director. Director Kluge expressed interest in becoming the Board Chair in January of 2024.

Past practice has been for the Chair and Vice Chair positions to rotate among the three general Board member categories: County Board of Supervisors, Mayors, and Agricultural District Directors. If past practice follows, in 2024 an Agricultural District Director would be the Chair and Solano County Supervisor would become the Vice Chair.

The Executive Committee is appointed by the newly elected Chair, who could appoint the Executive Committee at the January 11, 2024, Board of Directors meeting, when the new Board members are seated.

In the past, the Executive Committee has reviewed the Board Agenda prior to Board meetings with the General Manager and oversees other tasks as requested by the Board of Directors, such as reviewing the Agency's proposed budget. The Executive Committee is made up of the Chair, Vice-Chair, and three other Board members – a Mayor, a County Supervisor, and an Agricultural District Director.



The 2023 Executive Committee members were as follows:

2023 Executive Committee

Chair-Mayor Ronald Kott
Vice Chair-Director Sean Favero
Supervisor Mitch Mashburn
Mayor Robert McConnell
Ag District Director Dale Crossley

If past practice is followed, the 2024 Executive Committee would be comprised of:

2024 Executive Committee

Chair – Agricultural District Director J.D. Kluge
Vice Chair – County Supervisor
County Supervisor
Ag District Director
Mayor

The 2023 Legislative Committee members were as follows:

2023 Legislative Committee

Chair-Supervisor John Vasquez
Director Dale Crossley
Director JD Kluge
Mayor Ronald Kott
Mayor Alma Hernandez

The 2023 Water Policy Committee members were as follows:

2023 Water Policy Committee

Chair-Director Dale Crossley
Director JD Kluge
Supervisor John Vasquez
Supervisor Mitch Mashburn
Mayor Robert McConnell
SWAC Representative-Beth Schoenberger

Past SCWA Executive Committees

2022

Supervisor Jim Spering, Chair
Mayor Ron Rowlett, Vice Chair
Supervisor John Vasquez
Mayor Ron Kott
Director J.D. Kluge

2021

Director Dale Crossley, Chair
Supervisor Jim Spering, Vice Chair
Supervisor Mitch Mashburn
Mayor Ron Rowlett
Director J.D. Kluge

2020

Mayor Ron Kott, Chair
Director Crossley, Vice Chair
Mayor Elizabeth Patterson
Supervisor Skip Thomson
Director Lance Porter

2019

Supervisor Skip Thomson, Chair
Mayor Ron Kott, Vice Chair
Mayor Elizabeth Patterson
Supervisor Jim Spering
Director John Kluge

2018

Director John Kluge, Chair
Supervisor Skip Thomson, Vice Chair
Mayor Pete Sanchez
Supervisor Jim Spering
Director Ryan Mahoney

2017

Mayor Pete Sanchez, Chair
Director John Kluge, Vice Chair
Mayor Norman Richardson
Supervisor Skip Thomson
Director Ryan Mahoney

2016

Supervisor Erin Hannigan, Chair
Mayor Pete Sanchez, Vice Chair
Mayor Jack Batchelor
Supervisor Jim Spering
Director John Kluge

CONSENT ITEMS

**SOLANO COUNTY WATER AGENCY
BOARD OF DIRECTORS MEETING MINUTES
MEETING DATE: December 14, 2023**

The Solano County Water Agency Board of Directors met this evening in the Board Room located at the Water Agency office in Vacaville. In attendance 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 John Carli, City of Vacaville
Mayor Robert McConnell, City of Vallejo
Supervisor Erin Hannigan, Solano County District 1
Supervisor Monica Brown, Solano County District 2
Supervisor Wanda Williams, Solano County District 3
Supervisor John Vasquez, Solano County District 4
Director J.D. Kluge, Solano Irrigation District

CALL TO ORDER

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

APPROVAL OF AGENDA

Director Kluge requested the removal of Agenda Item 11 (Management of the Native Plant Nursery at Sackett Ranch) and the creation of an Ad Hoc Committee to review the contract. Supervisor Vasquez, Director Kluge, and Mayor Kott will serve on the Ad Hoc Committee to review the Native Plant Nursery contract. On a motion by Director Kluge and a second by Supervisor Brown the Board unanimously approved by roll call vote the revised agenda.

PUBLIC COMMENT

The City of Vallejo's attorney Jesse Barton was on the line. Mr. Barton expressed concerns on behalf of the City of Vallejo with regards to the Solano Project Contract Renewal process and requested that City and Water Agency staff meet to discuss these concerns.

CONSENT ITEMS

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

- (A) Minutes
- (B) Expenditure Approvals

BOARD MEMBER REPORTS

Mayor Young shared with the Board that Kyle Ochendusko, Benicia's Public Works Director, will be leaving and Danielle Bonham has been appointed as the interim Public Works Director. Mayor Young expressed his appreciation for all the hard work that Kyle has done for the city. On other items, Mayor Kott shared with the Board that it is time to appoint a new Board Chair. Following the standard rotation between Supervisors, Mayors, and Directors, the Vice Chair representative from the Maine Prairie Water District would become Chair. Since this position is vacant, the Board discussed the possibility and interest of Director Kluge becoming the new Chair in January.

GENERAL MANAGERS REPORT

General Manager Chris Lee announced that the South of Delta SWP allocation is 10% and for North of Delta (which includes SCWA) is 15%. To date it has been a dry start to the water year, with no real way to predict the future. There has been lots of discussion about El Nino, but it is unclear what that will mean for our region. Last year, there was a similar SWP allocation that slowly ramped up, eventually

reaching 100% for the North of Delta. On other items, California Forever pulled their property transfer/exchange proposal, which is why it was removed from the agenda. Lastly, Mr. Lee shared with the Board that Mr. Ochendusko has been an outstanding member and chair of the Solano Water Advisory Commission, provided tireless leadership, and kept the Water Agency focused on items important to the member agencies.

On a different item, Mayor McConnell wanted to follow up on the earlier public comment and put on record that he would like to see the Solano Project Water Right Permits from Water Agency staff.

SOLANO WATER ADVISORY COMMISSION REPORT

Former Advisory Commission Chair Kyle Ochendusko shared with the Board that the Commission voted and unanimously selected Ms. Danielle Bonham, as the new Chair for the Solano Water Advisory Commission. Ms. Bonham shared with the Board that she brings over 18 years of professional experience from the Cities of Vallejo and Benicia. Next year, the Commission is going to focus on the Bay-Delta Plan, the Voluntary Agreements, and Delta Conveyance. Mayor Kott shared with Mr. Ochendusko his appreciation on behalf of the Board. Michael Hether, Assistant Public Works Director of Fairfield, shared several kind words and leadership traits of his experience in working with Kyle over these last several years.

**WATER AGENCY STAFFING - TWO RETIRED ANNUITANTS –
PART TIME TEMPORARY HELP**

General Manager Chris Lee shared with the Board that the former Putah Creek Streamkeeper, Rich Marovich, had a very successful history in obtaining grants for the Water Agency. The Water Agency would like to continue working with Mr. Marovich to apply for ongoing grants, of which existing staff do not have the time to pursue. Ms. Patterson, former Mayor of Benicia, brings decades of planning experience from the State of California. The Water Agency would like to continue working with Ms. Patterson to help with planning efforts as well as participate in important associations such as the North Bay Watershed Association. Both of the retired annuitants would be limited to 940 hours and capped at \$75/hour, which is at the Senior Water Resource Specialist classification.

On a motion by Mayor Young and second by Mayor McConnell the Board unanimously approved by roll call vote the two retired annuitant positions.

2024 LEGISLATIVE PLATFORM

General Manager Chris Lee shared with the Board that the Legislative Platform provides a policy direction for the General Manager to sign letters of support or opposition in a timely manner. Since the Board only meets monthly, it can be difficult to respond to potential legislation in a timely manner. The Legislative Platform provides a mechanism to quickly respond and has been reviewed by the Legislative Committee.

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

1. Adopt Legislative Platform
2. Authorize Legislative Committee Chair to sign and submit letters of support or opposition to pending Federal, State, and local legislation or proposed policy guidelines that pertain to the priority issues and policy positions identified in the 2024 Legislative Platform.
3. Authorize General Manager to sign and submit letters of support or opposition to pending Federal, State, and local legislation or proposed policy guidelines that pertain to the priority issues and policy positions identified in the 2024 Legislative Platform, with the stipulation that the Legislative Committee Chair be given the opportunity to review all letters of support or opposition before release by the General Manager.
4. Direct General Manager to provide all Board members with copies of all letters of support or opposition within 24 hours of their submission/public release.

LEGISLATIVE UPDATES

There were no updates from the Committee. There were no updates from Bob Reeb, SCWA’s legislative advocate.

WATER POLICY UPDATES

There were no updates from staff. There were no updates from Supervisor Vasquez. Ms. Patterson shared with the Board that the North Bay’s robust education program could be duplicated in Solano County. Ms. Patterson also shared with the Board that she teaches at Sonoma State University and is partly funded by Sonoma Water and the University. Supervisor Williams was interested in how this could be translated to Solano County.

TIME AND PLACE OF NEXT MEETING

Thursday, January 11, 2024, at 6:30 pm at the SCWA offices.

ADJOURNMENT

The meeting of the Solano County Water Agency Board of Directors was adjourned at 6:53 pm.

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

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: January 11, 2024

SUBJECT: Expenditures Approval

RECOMMENDATIONS:


Approve expenditures from the Water Agency checking accounts for December 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 December 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 January 11, 2024, 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 Dec 1, 2023 to Dec 31, 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
12/5/23	40518	2020SC 1020SC	Invoice: 0701459 ACWA JOINT POWERS INSURANCE AUTHORITY	2,231.69	2,231.69
12/5/23	40519	2020SC 2020SC 1020SC	Invoice: INV012472 Invoice: SCM002600 ACWA	815.00	740.00 75.00
12/5/23	40520	2020SC 1020SC	Invoice: 3452 AG INNOVATIONS	16,847.84	16,847.84
12/5/23	40521	2020SC 1020SC	Invoice: 00703 BIOTACTIC INCORPORATED	13,490.00	13,490.00
12/5/23	40522	2020SC 1020SC	Invoice: NOV 2023 BUZZ OATES MANAGEMENT SERVICES	8,192.00	8,192.00
12/5/23	40523	2020SC 2020SC 1020SC	Invoice: 000020824990 Invoice: 000020826437 CALNET3	154.88 838.74	993.62
12/5/23	40524	2020SC 1020SC	Invoice: 31481027 CANON FINANCIAL SERVICES, INC.	242.31	242.31
12/5/23	40525	2020SC 1020SC	Invoice: 593263 DOWNEY BRAND	5,385.00	5,385.00
12/5/23	40526	2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 109524 Invoice: 109525 Invoice: 109523 Invoice: 109526 Invoice: 109596 HERUM/ CRABTREE/ SUNTAG	886.89 878.22 418.20 209.10 259.20	2,651.61
12/5/23	40527	2020SC 1020SC	Invoice: 9537 HIGBY'S COUNTRY FEED INC	32.50	32.50
12/5/23	40528	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 7620077 Invoice: 5011243 Invoice: 4011341 Invoice: 7522631 Invoice: 6012381 Invoice: 6012380 Invoice: 6012376 Invoice: 2025314 Invoice: 9013156 Invoice: 6020112 Invoice: 6020113 Invoice: 4622860 Invoice: 3020493 Invoice: 3975001 HOME DEPOT CREDIT SERVICE	47.54 36.76 495.18 31.66 398.41 278.13 710.63 82.85 77.28 138.27 274.93 12.02 387.08 337.35	3,308.09
12/5/23	40529	2020SC 1020SC	Invoice: CL73568 INTERSTATE OIL COMPANY	2,365.74	2,365.74
12/5/23	40530	2020SC 2020SC 1020SC	Invoice: 7941 Invoice: 7979 J.T. MARTIN	445.50 1,971.00	2,416.50
12/5/23	40531	2020SC 1020SC	Invoice: 0122508 DARYL SISCO	275.00	275.00

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
12/5/23	40532	2020SC 1020SC	Invoice: 190985 LSA ASSOCIATES, INC.	10,405.00	10,405.00
12/5/23	40533	2020SC 1020SC	Invoice: 10/11/23-11/8/23 PACIFIC GAS & ELECTRIC CO,	3,817.22	3,817.22
12/5/23	40534	2020SC 1020SC	Invoice: WCP-317 RICHARD HEATH & ASSOCIATES, INC.	1,674.83	1,674.83
12/5/23	40535	2020SC 1020SC	Invoice: 2066 SOLANO RESOURCE CONSERVATION DISTRICT	21,535.85	21,535.85
12/5/23	40536	2020SC 1020SC	Invoice: CALL#160 CHARLES LOMELI, TAX COLLECTOR	2,451.09	2,451.09
12/5/23	40537	2020SC 1020SC	Invoice: 3552635292 STAPLES	152.12	152.12
12/5/23	40538	2020SC 1020SC	Invoice: 20962 TERRAPHASE ENGINEERING	2,215.28	2,215.28
12/5/23	40539	2020SC 1020SC	Invoice: 2023-01632 TERRA REALTY ADVISORS, INC.	3,054.00	3,054.00
12/5/23	40540	2020SC 1020SC	Invoice: 70635964 THE REGENTS OF THE UNIVERSITY OF CA	16,828.83	16,828.83
12/5/23	40541	2020SC 1020SC	Invoice: 1221488 GROW WEST	323.98	323.98
12/5/23	40542	2020SC 1020SC	Invoice: KATHERINE CASTRO KATHERINE CASTRO	53.90	53.90
12/5/23	40542V	2020SC 1020SC	Invoice: KATHERINE CASTRO KATHERINE CASTRO	53.90	53.90
12/5/23	40543	2020SC 1020SC	Invoice: 9948554981 VERIZON WIRELESS	2,168.27	2,168.27
12/5/23	40544	2020SC 1020SC	Invoice: DAVIS_FY2023-24_4 KEN W. DAVIS	14,363.15	14,363.15
12/12/23	40545	2020SC 1020SC	Invoice: 15632 ZACHARIAH WILKERSON	105.00	105.00
12/12/23	40546	2020SC 1020SC	Invoice: 59357 AARON'S AUTOMOTIVE	85.63	85.63
12/12/23	40547	2020SC 2020SC 2020SC 1020SC	Invoice: 699971-5 Invoice: 700070-5 Invoice: 700016-5 ALPHA MEDIA LLC	1,500.00 3,000.00 1,500.00	6,000.00
12/12/23	40548	2020SC 1020SC	Invoice: 4423826 AMERICAN TOWER CORPORATION	771.58	771.58
12/12/23	40549	2020SC 2020SC	Invoice: SG05925 Invoice: SG06483	2,905.50 965.00	

SOLANO COUNTY WATER AGENCY
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For the Period From Dec 1, 2023 to Dec 31, 2023

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		1020SC	BSK ASSOCIATES		3,870.50
12/12/23	40550	2020SC	Invoice: EXP REIM DEC 2023	41.43	
		1020SC	JOSHUA BYI		41.43
12/12/23	40551	2020SC	Invoice: 31638735	25.00	
		1020SC	CANON FINANCIAL SERVICES, INC.		25.00
12/12/23	40552	2020N	Invoice: 22-1007-18	14,885.50	
		1020SC	CBEC, INC.		14,885.50
12/12/23	40553	2020SC	Invoice: 10281	800.00	
		1020SC	CP UNLIMITED		800.00
12/12/23	40554	2020SC	Invoice: EXP REIM NOV 2023	65.50	
		1020SC	FREEDOM EVANS		65.50
12/12/23	40555	2020SC	Invoice: 5558	32,917.00	
		1020SC	EYASCO, INC.		32,917.00
12/12/23	40556	2020SC	Invoice: 30729	1,130.17	
		1020SC	HARVEST SANITATION		1,130.17
12/12/23	40557	2020SC	Invoice: 9607	163.20	
		2020SC	Invoice: 8113	1,025.31	
		1020SC	HIGBY'S COUNTRY FEED INC		1,188.51
12/12/23	40558	2020SC	Invoice: 2541000	59.32	
		2020SC	Invoice: 8021131	329.08	
		2020SC	Invoice: 7616418	452.97	
		2020SC	Invoice: 6014907	299.98	
		2020SC	Invoice: 6014908	255.08	
		2020SC	Invoice: 6524630	74.08	
		2020SC	Invoice: 2624313	505.38	
		2020SC	Invoice: 1015596	37.56	
		2020SC	Invoice: 1015597	32.05	
		2020SC	Invoice: 0624526	9.72	
		2020SC	Invoice: 9022050	18.38	
		2020SC	Invoice: 2022811	711.43	
		2020SC	Invoice: 2022810	321.36	
		2020SC	Invoice: 7040726	97.34	
		2020SC	Invoice: 7526665	77.72	
		1020SC	HOME DEPOT CREDIT SERVICE		3,281.45
12/12/23	40559	2020SC	Invoice: CL75228	1,666.15	
		1020SC	INTERSTATE OIL COMPANY		1,666.15
12/12/23	40560	2020SC	Invoice: 8021	2,875.50	
		1020SC	J.T. MARTIN		2,875.50
12/12/23	40561	2020SC	Invoice: EXP REIM NOV 2023	162.00	
		1020SC	LEE, CHRISTOPHER R.		162.00
12/12/23	40562	2020SC	Invoice: 112023	3,500.00	
		1020SC	LINCOLN CONCEPTS		3,500.00
12/12/23	40563	2020SC	Invoice: LBO INC BUS OCT 2023	1,915.00	
		1020SC	MARKLEY COVE RESORT		1,915.00
12/12/23	40564	2020SC	Invoice: 363461	68.60	
		2020SC	Invoice: 200706	73.19	
		2020SC	Invoice: 200888	564.65	

SOLANO COUNTY WATER AGENCY

Cash Disbursements Journal

For the Period From Dec 1, 2023 to Dec 31, 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: 363794	155.08	
		2020SC	Invoice: 363817	80.41	
		2020SC	Invoice: 364110	102.93	
		2020SC	Invoice: 364108	75.54	
		2020SC	Invoice: 364167	389.77	
		2020SC	Invoice: 201891	52.96	
		2020SC	Invoice: 364419	128.68	
		2020SC	Invoice: 364384	64.34	
		2020SC	Invoice: 202177	68.92	
		2020SC	Invoice: 364439	235.93	
		2020SC	Invoice: 364444	23.13	
		2020SC	Invoice: 364513	93.26	
		2020SC	Invoice: 364531	53.60	
		2020SC	Invoice: 364789	139.40	
		2020SC	Invoice: 364770	210.16	
		2020SC	Invoice: 364762	31.28	
		2020SC	Invoice: 364821	9.18	
		2020SC	Invoice: 364842	15.40	
		2020SC	Invoice: 364809	52.57	
		2020SC	Invoice: 364828	58.89	
		1020SC	PACIFIC ACE HARDWARE		2,747.87
12/12/23	40564V	2020SC	Invoice: 363461		68.60
		2020SC	Invoice: 200706		73.19
		2020SC	Invoice: 200888		564.65
		2020SC	Invoice: 363794		155.08
		2020SC	Invoice: 363817		80.41
		2020SC	Invoice: 364110		102.93
		2020SC	Invoice: 364108		75.54
		2020SC	Invoice: 364167		389.77
		2020SC	Invoice: 201891		52.96
		2020SC	Invoice: 364419		128.68
		2020SC	Invoice: 364384		64.34
		2020SC	Invoice: 202177		68.92
		2020SC	Invoice: 364439		235.93
		2020SC	Invoice: 364444		23.13
		2020SC	Invoice: 364513		93.26
		2020SC	Invoice: 364531		53.60
		2020SC	Invoice: 364789		139.40
		2020SC	Invoice: 364770		210.16
		2020SC	Invoice: 364762		31.28
		2020SC	Invoice: 364809		52.57
		2020SC	Invoice: 364821		9.18
		2020SC	Invoice: 364842		15.40
		2020SC	Invoice: 364828		58.89
		1020SC	PACIFIC ACE HARDWARE	2,747.87	
12/12/23	40565	2020SC	Invoice: RM326509S	204,103.75	
		1020SC	PAPE MACHINERY		204,103.75
12/12/23	40566	2020SC	Invoice: POSTAGE 12/4/23	900.00	
		1020SC	PITNEY BOWES BANK, INC. RESERVE ACCOUNT		900.00
12/12/23	40567	2020SC	Invoice: 51960730	94.24	
		2020SC	Invoice: 51983203	94.24	
		1020SC	RECOLOGY VACAVILLE SOLANO		188.48
12/12/23	40568	2020SC	Invoice: 1632	2,750.00	
		1020SC	DOUG NOLAN		2,750.00
12/12/23	40569	2020SC	Invoice: 447354	22.12	
		1020SC	RON DUPRATT FORD		22.12
12/12/23	40570	2020SC	Invoice: 0041129	55.72	
		2020SC	Invoice: 0041128	12,399.75	
		1020SC	SOLANO IRRIGATION		12,455.47

SOLANO COUNTY WATER AGENCY
Cash Disbursements Journal
For the Period From Dec 1, 2023 to Dec 31, 2023

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
			DISTRICT		
12/12/23	40571	2020SC	Invoice: 100200513	60.08	
		2020SC	Invoice: 200665031	35.41	
		2020SC	Invoice: 100201522	21.46	
		2020SC	Invoice: 200666799	152.45	
		2020SC	Invoice: 200668244	38.62	
		1020SC	TRACTOR SUPPLY CREDIT PLAN		308.02
12/12/23	40572	2020SC	Invoice: CHRISTINE BIRKHEAD	85.73	
		1020SC	CHRISTINE BIRKHEAD		85.73
12/12/23	40573	2020SC	Invoice: CIERA SMITH	100.00	
		1020SC	CIERA SMITH		100.00
12/12/23	40574	2020SC	Invoice: ANITA DEMMON I	24.47	
		1020SC	ANITA C. DEMMON		24.47
12/12/23	40575	2020SC	Invoice: ROBERT FAVILLA	100.00	
		1020SC	ROBERT FAVILLA		100.00
12/12/23	40576	2020SC	Invoice: JAMES FRANZ	35.09	
		1020SC	JAMES FRANZ		35.09
12/12/23	40577	2020SC	Invoice: MICHAEL GRIFFIN I	50.00	
		1020SC	MICHAEL GRIFFIN		50.00
12/12/23	40578	2020SC	Invoice: LINDA THI HUYNH	1,500.00	
		1020SC	LINDA THI HUYNH		1,500.00
12/12/23	40579	2020SC	Invoice: GREGORY JANSEN	100.00	
		1020SC	GREGORY JANSEN		100.00
12/12/23	40580	2020SC	Invoice: ESMERALDA SALGADO LO	1,500.00	
		1020SC	ESMERALDA SALGADO LOMELI		1,500.00
12/14/23	40580V	2020SC	Invoice: ESMERALDA SALGADO LO		1,500.00
		1020SC	ESMERALDA SALGADO LOMELI	1,500.00	
12/12/23	40581	2020SC	Invoice: ANTHONY MORRIS	1,500.00	
		1020SC	ANTHONY MORRIS		1,500.00
12/12/23	40582	2020SC	Invoice: JONATHAN RAMOS	100.00	
		1020SC	JONATHAN RAMOS		100.00
12/12/23	40583	2020SC	Invoice: JOHN SCHOLTENS	48.20	
		1020SC	JOHN SCHOLTENS		48.20
12/12/23	40584	2020SC	Invoice: IRINA SHEVCHUK	100.00	
		1020SC	IRINA SHEVEHUK		100.00
12/12/23	40585	2020SC	Invoice: LUKE STEVENSON I	541.50	
		1020SC	LUKE STEVENSON BELLAMY		541.50
12/12/23	40586	2020SC	Invoice: RICHARD	2,000.00	

SOLANO COUNTY WATER AGENCY
Cash Disbursements Journal
For the Period From Dec 1, 2023 to Dec 31, 2023

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		1020SC	WAINWRIGHT RICHARD WAINWRIGHT		2,000.00
12/12/23	40587	2020SC	Invoice: JOHANNA WIGLEY	658.50	
		1020SC	JOHANNA WIGLEY		658.50
12/12/23	40587V	2020SC	Invoice: JOHANNA WIGLEY		658.50
		1020SC	JOHANNA WIGLEY	658.50	
12/12/23	40588	2020SC	Invoice: BRUCE YEAGER	63.00	
		1020SC	BRUCE YEAGER		63.00
12/12/23	40589	2020SC	Invoice: 9950296822	2,017.95	
		1020SC	VERIZON WIRELESS		2,017.95
12/12/23	40590	2020SC	Invoice: PSC/U 5	13,216.25	
		1020SC	VICTOR PAUL CLAASSEN		13,216.25
12/12/23	40591	2020SC	Invoice: 363461	68.60	
		2020SC	Invoice: 200706	73.19	
		2020SC	Invoice: 200888	564.65	
		2020SC	Invoice: 363794	155.08	
		2020SC	Invoice: 363817	80.41	
		2020SC	Invoice: 364110	102.93	
		2020SC	Invoice: 364108	75.54	
		2020SC	Invoice: 364167	389.77	
		2020SC	Invoice: 201891	52.96	
		2020SC	Invoice: 364384	64.34	
		2020SC	Invoice: 364419	128.68	
		2020SC	Invoice: 202177	68.92	
		2020SC	Invoice: 364439	235.93	
		2020SC	Invoice: 364444	23.13	
		2020SC	Invoice: 364513	93.26	
		2020SC	Invoice: 364531	53.60	
		2020SC	Invoice: 364770	210.16	
		2020SC	Invoice: 364789	139.40	
		2020SC	Invoice: 364762	31.28	
		2020SC	Invoice: 364842	15.40	
		2020SC	Invoice: 364821	9.18	
		2020SC	Invoice: 364809	52.57	
		2020SC	Invoice: 364828	58.89	
		1020SC	PACIFIC ACE HARDWARE		2,747.87
12/19/23	40593	2020SC	Invoice: 202312	740.00	
		1020SC	BELIA MARTINEZ		740.00
12/19/23	40594	2020SC	Invoice: 3492	18,646.71	
		1020SC	AG INNOVATIONS		18,646.71
12/19/23	40595	2020SC	Invoice: BA9210	415.00	
		2020SC	Invoice: BA9211	295.00	
		2020SC	Invoice: BA9209	1,293.88	
		2020SC	Invoice: BA9215	1,085.00	
		1020SC	BLANKINSHIP & ASSOCIATES, INC.		3,088.88
12/19/23	40595V	2020SC	Invoice: BA9210		415.00
		2020SC	Invoice: BA9211		295.00
		2020SC	Invoice: BA9209		1,293.88
		2020SC	Invoice: BA9215		1,085.00
		1020SC	BLANKINSHIP & ASSOCIATES, INC.	3,088.88	
12/19/23	40596	2020SC	Invoice: 000020975273	154.88	
		2020SC	Invoice: 000020975228	58.57	
		2020SC	Invoice: 000020976720	838.74	

SOLANO COUNTY WATER AGENCY
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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		1020SC	CALNET3		1,052.19
12/19/23	40597	2020N 1020SC	Invoice: 22-1007-19 CBEC, INC.	15,548.50	15,548.50
12/19/23	40597V	2020N 1020SC	Invoice: 22-1007-19 CBEC, INC.	15,548.50	15,548.50
12/19/23	40598	2020SC 2020SC 2020SC 1020SC	Invoice: 9250009590 Invoice: 5186537007 Invoice: 5186537038 CINTAS CORPORATION	150.33 483.39 66.33	700.05
12/19/23	40599	2020SC 1020SC	Invoice: 5849446-0006 NORCAL RENTAL GROUP, LLC	7,833.29	7,833.29
12/19/23	40600	2020SC 1020SC	Invoice: 10719080349 DELL MARKETING LP	3,316.31	3,316.31
12/19/23	40600V	2020SC 1020SC	Invoice: 10719080349 DELL MARKETING LP	3,316.31	3,316.31
12/19/23	40601	2020N 1020SC	Invoice: US01U001404956 ERNST & YOUNG U.S. LLP	1,705.00	1,705.00
12/19/23	40602	2020SC 2020SC 2020SC 1020SC	Invoice: 7979B Invoice: 8005B Invoice: 8035B HAUGHN & SON TIRE SERVICE INC	175.00 649.63 3,577.38	4,402.01
12/19/23	40603	2020SC 2020SC 2020SC 1020SC	Invoice: 15156 Invoice: 15157 Invoice: 15163 HERRERA TRUCKING CO., INC.	1,252.00 1,252.00 1,229.50	3,733.50
12/19/23	40604	2020SC 1020SC	Invoice: CL77274 INTERSTATE OIL COMPANY	1,799.33	1,799.33
12/19/23	40605	2020SC 1020SC	Invoice: 8084 J.T. MARTIN	1,957.50	1,957.50
12/19/23	40606	2020SC 1020SC	Invoice: 10 LANDMARK CONSTRUCTION	317,729.83	317,729.83
12/19/23	40607	2020SC 1020SC	Invoice: 191021 LSA ASSOCIATES, INC.	68,422.75	68,422.75
12/19/23	40608	2020SC 1020SC	Invoice: 611202 M&M SANITARY LLC	157.50	157.50
12/19/23	40609	2020SC 1020SC	Invoice: NOV 2023 MILLENNIUM TERMITE & PEST	51.77	51.77
12/19/23	40610	2020SC 2020SC 1020SC	Invoice: 10/20/23-11/19/23 Invoice: 11/09/23-12/10/23 PACIFIC GAS & ELECTRIC CO,	65.24 4,578.55	4,643.79
12/19/23	40611	2020SC 2020SC 1020SC	Invoice: 1319 Invoice: 1320 QUAM GENERAL	29,508.66 15,000.00	44,508.66

SOLANO COUNTY WATER AGENCY
Cash Disbursements Journal
For the Period From Dec 1, 2023 to Dec 31, 2023

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			ENGINEERING INC.		
12/19/23	40612	2020SC 1020SC	Invoice: 51968352 RECOLOGY VACAVILLE SOLANO	108.22	108.22
12/19/23	40613	2020SC 1020SC	Invoice: 034-JAN-2024 REEB GOVERNMENT RELATIONS, LLC	10,000.00	10,000.00
12/19/23	40614	2020SC 1020SC	Invoice: WCP-319 RICHARD HEATH & ASSOCIATES, INC.	1,085.72	1,085.72
12/19/23	40615	2020U 1020SC	Invoice: 7823 RESOURCE MANAGEMENT ASSOCIATES	2,842.00	2,842.00
12/19/23	40616	2020SC 1020SC	Invoice: 2265 WAYNE HUTCHINSON	895.52	895.52
12/19/23	40617	2020U 1020SC	Invoice: NOV 2023 SOLANO COUNTY FLEET MANAGEMENT	1,724.05	1,724.05
12/19/23	40618	2020SC 2020SC 1020SC	Invoice: 0041131 Invoice: 0041132 SOLANO IRRIGATION DISTRICT	254,667.97 61,348.43	316,016.40
12/19/23	40619	2020SC 1020SC	Invoice: 2067 SOLANO RESOURCE CONSERVATION DISTRICT	18,726.41	18,726.41
12/19/23	40620	2020N 2020N 1020SC	Invoice: 3019351 Invoice: 3019352 SOMACH, SIMMONS & DUNN	7,448.50 2,092.00	9,540.50
12/19/23	40621	2020SC 2020SC 1020SC	Invoice: 255514 Invoice: 255705 STERLING MAY EQUIPMENT CO.	788.39 766.79	1,555.18
12/19/23	40622	2020SC 2020SC 2020SC 1020SC	Invoice: 81625 Invoice: 81693 Invoice: 81749 SUISUN VALLEY FRUIT GROWERS AS	281.83 187.94 48.07	517.84
12/19/23	40623	2020SC 1020SC	Invoice: 2023-12-SCWA SUSTAINABLE SOLANO INC.	15,805.00	15,805.00
12/19/23	40624	2020SC 1020SC	Invoice: WD-0232565 STATE WATER RESOURCES CONTROL BOARD	3,576.00	3,576.00
12/19/23	40625	2020SC 1020SC	Invoice: 71003441 THE REGENTS OF THE UNIVERSITY OF CA	15,752.62	15,752.62
12/19/23	40626	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 414 Invoice: 416 Invoice: 417 Invoice: 418 Invoice: 419 Invoice: 415 KATHLEEN A	2,150.00 425.00 500.00 13,526.08 1,075.00 175.00	17,851.08

SOLANO COUNTY WATER AGENCY
Cash Disbursements Journal
For the Period From Dec 1, 2023 to Dec 31, 2023

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
			SALAMUNOVICH		
12/19/23	40627	2020SC	Invoice: KATHERINE CASTRO	53.99	
		1020SC	KATHERINE CASTRO		53.99
12/19/23	40628	2020SC	Invoice: ESMERALDA SALGADO LO	1,105.00	
		1020SC	ESMERALDA SALGADO LOMELI		1,105.00
12/19/23	40629	2020SC	Invoice: JOHANNA WIGLEY	780.00	
		1020SC	JOHANNA WIGLEY		780.00
12/19/23	40630	2020SC	Invoice: 9951002505	1,343.86	
		1020SC	VERIZON WIRELESS		1,343.86
12/19/23	40631	2020SC	Invoice: PSC/U 7	13,102.50	
		1020SC	VICTOR PAUL CLAASSEN		13,102.50
12/19/23	40632	2020SC	Invoice: 11808	31,364.00	
		1020SC	WASHBURN AG		31,364.00
12/19/23	40633	2020SC	Invoice: 2056127	20,242.50	
		1020SC	WEST YOST & ASSOCIATES, INC.		20,242.50
12/19/23	40634	2020SC	Invoice: DS10-05	2,562.50	
		1020SC	YOLO COUNTY RCD		2,562.50
12/19/23	40635	2020SC	Invoice: BA9211	295.00	
		2020SC	Invoice: BA9209	1,293.88	
		2020SC	Invoice: BA9210	415.00	
		1020SC	BLANKINSHIP & ASSOCIATES, INC.		2,003.88
12/19/23	40636	2020N	Invoice: 22-1007-19	663.00	
		1020SC	CBEC, INC.		663.00
12/19/23	40637	2020SC	Invoice: 10719080349	3,136.24	
		1020SC	DELL MARKETING LP		3,136.24
12/4/23	ACH 12.04.23	2020SC	Invoice: 80145	62.00	
		1020SC	ONEPOINT HUMAN CAPITAL MANAGEMENT LLC		62.00
12/4/23	ACH 12.04.23	2020SC	Invoice: PPE 11.29.2023	93.44	
		1020SC	PAYROLL TAXES		93.44
12/11/23	ACH 12.11.2023	2020SC	Invoice: OCT 2023	5,811.56	
		2020SC	Invoice: NOV 2023	5,534.21	
		1020SC	JAMES B. DEROSE		11,345.77
12/25/23	ASHLEY NOV 2	2020SC	Invoice: ASHLEY NOV 2023	465.56	
		1020SC	UMPQUA BANK		465.56
12/25/23	CRUZ NOV 2023	2020SC	Invoice: CRUZ NOV 2023	75.31	
		1020SC	UMPQUA BANK		75.31
12/25/23	CUETARA NOV	2020SC	Invoice: CUETARA NOV 2023	944.64	
		1020SC	UMPQUA BANK		944.64
12/4/23	DEC HEALTH 20	2020SC	Invoice: DEC 2023	26,729.15	
		1020SC	HEALTH CALPERS		26,729.15

SOLANO COUNTY WATER AGENCY
Cash Disbursements Journal
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12/27/23	EFT	2020SC 1020SC	Invoice: 93805327 WEX BANK	3,002.91	3,002.91
12/6/23	EFT 12.06.2023	2020SC 2020SC 2020SC 1020SC	Invoice: PPE 11.25.2023 Invoice: PEPRA PPE 11.25.2023 Invoice: SIP PPE 11.25.2023 CALPERS	10,551.46 8,617.20 9,066.84	28,235.50
12/9/23	EFT 12.09.2023	2020SC 1020SC	Invoice: PPE 12.9.2023 PAYROLL TAXES	47,727.06	47,727.06
12/29/23	EFT 12.09.2023	2020SC 2020SC 2020SC 1020SC	Invoice: PPE 12.9.2023 Invoice: PEPRA PPE 12.9.2023 Invoice: SIP PPE 12.9.2023 CALPERS	9,785.32 8,518.40 10,248.56	28,552.28
12/21/23	EFT 12.21.2023	2020SC 1020SC	Invoice: 80564 ONEPOINT HUMAN CAPITAL MANAGEMENT LLC	62.00	62.00
12/21/23	EFT 12.21.23	2020SC 1020SC	Invoice: PPE 12.21.2023 PAYROLL TAXES	22,463.29	22,463.29
12/27/23	EFT 12.27.2023	2020SC 1020SC	Invoice: BOD 12.2023 PAYROLL TAXES	1,872.09	1,872.09
12/29/23	EFT 12.29.2023	2020SC 2020SC 2020SC 1020SC	Invoice: PPE 12.23.23 Invoice: PEPRA PPE 12.23.23 Invoice: SIP PPE 12.23.2023 CALPERS	10,283.25 8,451.55 8,865.85	27,600.65
12/29/23	EFT 12.29.23	2020SC 1020SC	Invoice: 80761 ONEPOINT HUMAN CAPITAL MANAGEMENT LLC	76.00	76.00
12/29/23	EFT 12.29.23	2020SC 1020SC	Invoice: 80783 ONEPOINT HUMAN CAPITAL MANAGEMENT LLC	134.00	134.00
12/29/23	EFT 12.29.23	2020SC 1020SC	Invoice: PPE 12.23.23 PAYROLL TAXES	25,761.88	25,761.88
12/25/23	FEHRENKAMP	2020SC 1020SC	Invoice: FEHRENKAMP NOV 2023 UMPQUA BANK	315.00	315.00
12/25/23	FLORENDO NO	2020SC 1020SC	Invoice: FLORENDO NOV 2023 UMPQUA BANK	9.99	9.99
12/25/23	GANTNER NOV	2020SC 1020SC	Invoice: GANTNER NOV 2023 UMPQUA BANK	1,683.67	1,683.67
12/25/23	HYER NOV 2023	2020SC 1020SC	Invoice: HYER NOV 2023 UMPQUA BANK	1,727.03	1,727.03
12/25/23	JONES NOV 202	2020SC 1020SC	Invoice: JONES NOV 2023 UMPQUA BANK	3,626.13	3,626.13
12/25/23	LEE NOV 2023	2020SC	Invoice: LEE NOV 2023	1,452.23	

SOLANO COUNTY WATER AGENCY

Cash Disbursements Journal

For the Period From Dec 1, 2023 to Dec 31, 2023

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		1020SC	UMPQUA BANK		1,452.23
12/25/23	MARQUEZ NOV	2020SC	Invoice: MARQUEZ NOV 2023	180.00	
		1020SC	UMPQUA BANK		180.00
12/25/23	POORE NOV 202	2020SC	Invoice: POORE NOV 2023	271.59	
		1020SC	UMPQUA BANK		271.59
12/9/23	PPE 12.09.2023	2020SC	Invoice: 80464	128.00	
		1020SC	ONEPOINT HUMAN CAPITAL MANAGEMENT LLC		128.00
12/25/23	SHTAYYEH NO	2020SC	Invoice: SHTAYYEH NOV 2023	1,176.73	
		1020SC	UMPQUA BANK		1,176.73
12/25/23	STEVENSONNO	2020SC	Invoice: STEVENSON NOV 2023	259.64	
		1020SC	UMPQUA BANK		259.64
12/25/23	WILLINGMYRE	2020SC	Invoice: WILLINGMYRE NOV 2023	324.55	
		1020SC	UMPQUA BANK		324.55
Total				1,719,204.24	1,719,204.24

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: January 11, 2024
SUBJECT: Financial Report Approval

RECOMMENDATIONS:
Approve the quarterly Income Statement and Balance Sheet for the period ending December 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 December 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 January 11, 2024, 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 Six Months Ending December 31, 2023

		Current Year Actual	Current Year Budget	Variance Amount	Variance Percent	Last Year Actual	Change from Last Year	Percent Change
Revenues								
4001G	SECURED	\$ 52,375.61	\$ 97,200.00	(44,824.39)	(46.12)	\$ 48,434.26	3,941.35	8.14
4001N	SECURED	8,283,216.03	15,780,700.00	(7,497,483.97)	(47.51)	7,870,964.06	412,251.97	5.24
4001SC	SECURED	4,925,945.71	9,700,000.00	(4,774,054.29)	(49.22)	4,655,408.49	270,537.22	5.81
4001U	SECURED	662,775.26	1,300,000.00	(637,224.74)	(49.02)	640,265.82	22,509.44	3.52
4002G	UNSECURED	5,025.89	5,400.00	(374.11)	(6.93)	5,377.08	(351.19)	(6.53)
4002N	UNSECURED	393,664.04	429,000.00	(35,335.96)	(8.24)	396,928.44	(3,264.40)	(0.82)
4002SC	UNSECURED	327,343.46	329,100.00	(1,756.54)	(0.53)	327,047.20	296.26	0.09
4002U	UNSECURED	39,113.45	39,000.00	113.45	0.29	41,678.60	(2,565.15)	(6.15)
4004G	CURRENT SUPPLEMENTAL	0.00	3,100.00	(3,100.00)	(100.00)	3,090.05	(3,090.05)	(100.00)
4004N	CURRENT SUPPLEMENTAL	0.00	503,300.00	(503,300.00)	(100.00)	262,552.42	(262,552.42)	(100.00)
4004SC	CURRENT SUPPLEMENTAL	226.56	234,900.00	(234,673.44)	(99.90)	203,189.66	(202,963.10)	(99.89)
4004U	CURRENT SUPPLEMENTAL	0.00	32,000.00	(32,000.00)	(100.00)	27,935.23	(27,935.23)	(100.00)
4100N	WATER SALES	430,500.00	1,836,645.00	(1,406,145.00)	(76.56)	430,500.00	0.00	0.00
4100SC	WATER SALES	0.00	93,000.00	(93,000.00)	(100.00)	29,514.00	(29,514.00)	(100.00)
4103N	CONVEYANCE SETTLEMENT	0.00	408,890.00	(408,890.00)	(100.00)	0.00	0.00	0.00
4110N	NAPA MAKE WHOLE	0.00	312,000.00	(312,000.00)	(100.00)	156,000.00	(156,000.00)	(100.00)
4120N	SWP ADJUSTMENTS	353,046.00	300,000.00	53,046.00	17.68	292,901.00	60,145.00	20.53
4402WC	INTEREST - MONEY MGMT	10.77	50.00	(39.23)	(78.46)	57.30	(46.53)	(81.20)
4403SC	INTEREST - CHECKING	139.39	200.00	(60.61)	(30.31)	117.48	21.91	18.65
4404G	INTEREST - LAIF - GREEN VALLEY	1,634.25	2,000.00	(365.75)	(18.29)	2,179.88	(545.63)	(25.03)
4404N	INTEREST - LAIF - SWP	141,539.88	200,000.00	(58,460.12)	(29.23)	188,795.14	(47,255.26)	(25.03)
4404SC	INTEREST - LAIF - SP	94,969.89	130,000.00	(35,030.11)	(26.95)	127,918.17	(32,948.28)	(25.76)
4404U	INTEREST - LAIF - ULATIS	44,932.63	58,000.00	(13,067.37)	(22.53)	59,934.08	(15,001.45)	(25.03)
4405G	INTEREST - CAMP - GREEN VALLEY	2,279.00	3,500.00	(1,221.00)	(34.89)	1,853.43	425.57	22.96
4405N	INTEREST - CAMP - SWP	177,317.95	375,000.00	(197,682.05)	(52.72)	158,203.73	19,114.22	12.08
4405SC	INTEREST - CAMP - SP	92,514.80	200,000.00	(107,485.20)	(53.74)	106,522.69	(14,007.89)	(13.15)
4405U	INTEREST - CAMP - ULATIS	54,155.67	100,000.00	(45,844.33)	(45.84)	50,016.00	4,139.67	8.28
4407G	INTEREST - INVESTMENT	390.84	600.00	(209.16)	(34.86)	342.57	48.27	14.09
4407N	INTEREST - INVESTMENTS	30,071.23	60,000.00	(29,928.77)	(49.88)	29,522.87	548.36	1.86
4407SC	INTEREST - INVESTMENTS	15,192.12	35,000.00	(19,807.88)	(56.59)	19,832.54	(4,640.42)	(23.40)
4407U	INTEREST - INVESTMENTS	9,144.09	15,000.00	(5,855.91)	(39.04)	9,359.19	(215.10)	(2.30)
4507G	HOMEOWNER RELIEF	169.80	1,100.00	(930.20)	(84.56)	167.40	2.40	1.43
4507N	HOMEOWNER RELIEF	11,442.45	77,600.00	(66,157.55)	(85.25)	11,420.10	22.35	0.20
4507SC	HOMEOWNER RELIEF	10,362.15	72,000.00	(61,637.85)	(85.61)	10,292.70	69.45	0.67
4507U	HOMEOWNER RELIEF	1,516.80	10,200.00	(8,683.20)	(85.13)	1,534.95	(18.15)	(1.18)
4600SC	REDEVELOP - DIX/RV	0.00	66,800.00	(66,800.00)	(100.00)	0.00	0.00	0.00
4601SC	REDEVELOP - VACAVILLE	0.00	920,000.00	(920,000.00)	(100.00)	0.00	0.00	0.00
4601U	REDEVELOP - VACAVILLE	0.00	525,000.00	(525,000.00)	(100.00)	0.00	0.00	0.00
4602G	REDEVELOP - FAIRFIELD	0.00	36,000.00	(36,000.00)	(100.00)	0.00	0.00	0.00
4602SC	REDEVELOP - FAIRFIELD	0.00	1,250,000.00	(1,250,000.00)	(100.00)	0.00	0.00	0.00

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		Current Year Actual	Current Year Budget	Variance Amount	Variance Percent	Last Year Actual	Change from Last Year	Percent Change
4603SC	REDEVELOP - SUISUN CITY	0.00	561,378.00	(561,378.00)	(100.00)	0.00	0.00	0.00
4604SC	REDEVELOP - VALLEJO	0.00	63,000.00	(63,000.00)	(100.00)	0.00	0.00	0.00
4702SC	BOATING AND WATERWAYS	112,033.40	224,000.00	(111,966.60)	(49.99)	0.00	112,033.40	0.00
4706SC	NISHIKAWA GRANT	0.00	250,000.00	(250,000.00)	(100.00)	0.00	0.00	0.00
4900AC	MISCELLANEOUS INCOME	26.55	17.00	9.55	56.18	17.46	9.09	52.06
4900N	MISC INCOME	12,787.03	22,241.00	(9,453.97)	(42.51)	17,240.74	(4,453.71)	(25.83)
4900SC	MISCELLANEOUS INCOME	8,620.36	17,241.00	(8,620.64)	(50.00)	17,240.72	(8,620.36)	(50.00)
4906SC	SACKETT RANCH LEASE REVENUE	11,115.00	18,000.00	(6,885.00)	(38.25)	12,000.00	(885.00)	(7.38)
4907N	LANG-TULE REVENUES	0.00	0.00	0.00	0.00	5,000.00	(5,000.00)	(100.00)
4930U	O&M - OTHER AGENCIES	0.00	8,000.00	(8,000.00)	(100.00)	0.00	0.00	0.00
4940AC	OVERHEAD DISTRIBUTION REIMB	1,601,674.75	8,830,167.00	(7,228,492.25)	(81.86)	2,229,361.04	(627,686.29)	(28.16)
4960WC	WATERMASTER INCOME	38.46	4,000.00	(3,961.54)	(99.04)	265.39	(226.93)	(85.51)
4970AC	WATER CONSERVATION REIMBURSE	0.00	240,000.00	(240,000.00)	(100.00)	0.00	0.00	0.00
4972AC	BAY AREA IRWMP GRANT	0.00	70,000.00	(70,000.00)	(100.00)	0.00	0.00	0.00
Total Revenues		17,907,311.27	45,850,329.00	(27,943,017.73)	(60.94)	18,450,981.88	(543,670.61)	(2.95)
Cost of Sales								
Total Cost of Sales		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Gross Profit		17,907,311.27	45,850,329.00	(27,943,017.73)	(60.94)	18,450,981.88	(543,670.61)	(2.95)
Expenses								
5500AC	CAPITAL EXPENDITURES	859,388.48	451,600.00	407,788.48	90.30	1,280,002.29	(420,613.81)	(32.86)
5500G	CAPITAL EXPENDITURES	0.00	19,200.00	(19,200.00)	(100.00)	0.00	0.00	0.00
5500N	CAPITAL EXPENDITURES	0.00	293,800.00	(293,800.00)	(100.00)	0.00	0.00	0.00
5500SC	CAPITAL EXPENDITURES	692,000.33	2,247,000.00	(1,554,999.67)	(69.20)	321,829.08	370,171.25	115.02
5500U	CAPITAL EXPENDITURES	0.00	38,400.00	(38,400.00)	(100.00)	0.00	0.00	0.00
5551SC	DEBT SERVICE-PRINCIPAL	4,742.09	14,345.00	(9,602.91)	(66.94)	5,787.43	(1,045.34)	(18.06)
5556SC	DEBT SERVICE - INTEREST	572.47	1,598.00	(1,025.53)	(64.18)	855.77	(283.30)	(33.10)
6010AC	GROSS SALARIES	1,837,548.39	4,558,841.00	(2,721,292.61)	(59.69)	1,456,992.02	380,556.37	26.12
6011AC	PERS RETIREMENT	188,576.39	503,848.00	(315,271.61)	(62.57)	169,955.12	18,621.27	10.96
6012AC	PAYROLL TAXES	72,475.37	195,923.00	(123,447.63)	(63.01)	57,733.89	14,741.48	25.53
6013AC	EMPLOYEE BENEFITS	192,946.62	566,980.00	(374,033.38)	(65.97)	173,924.13	19,022.49	10.94
6016AC	OPEB/PENSION UNFUNDED EXPENSE	0.00	238,110.00	(238,110.00)	(100.00)	0.00	0.00	0.00
6030AC	TELEPHONE	15,841.82	41,592.00	(25,750.18)	(61.91)	17,674.13	(1,832.31)	(10.37)
6040AC	OFFICE EXPENSE	59,482.64	174,875.00	(115,392.36)	(65.99)	11,923.18	47,559.46	398.88
6041AC	OFFICE EQUIPMENT	6,161.59	28,000.00	(21,838.41)	(77.99)	7,056.79	(895.20)	(12.69)

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		Current Year	Current Year	Variance	Variance	Last Year	Change from	Percent
		Actual	Budget	Amount	Percent	Actual	Last Year	Change
6042AC	SAFETY TRAINING & EQUIPMENT	30,820.18	15,025.00	15,795.18	105.13	6,582.87	24,237.31	368.19
6043AC	OFFICE HELP - TEMPORARY	0.00	10,000.00	(10,000.00)	(100.00)	4,024.79	(4,024.79)	(100.00)
6044AC	HR -EMPLOYEE SUPPORT	24,417.95	64,600.00	(40,182.05)	(62.20)	9,388.32	15,029.63	160.09
6045AC	LAUNDRY	14,767.57	0.00	14,767.57	0.00	0.00	14,767.57	0.00
6050AC	POSTAGE	3,142.20	3,700.00	(557.80)	(15.08)	1,091.10	2,051.10	187.98
6060AC	SID OFFICE EXPENSE	36,543.45	35,000.00	1,543.45	4.41	41,400.75	(4,857.30)	(11.73)
6090AC	MEMBERSHIPS	35,153.20	80,559.00	(45,405.80)	(56.36)	36,118.48	(965.28)	(2.67)
6090N	SWC DUES	146,935.00	121,000.00	25,935.00	21.43	118,812.00	28,123.00	23.67
6100G	PPTY TAX ADMIN FEE	0.00	1,300.00	(1,300.00)	(100.00)	0.00	0.00	0.00
6100SC	PPTY TAX ADMIN FEE	0.00	120,000.00	(120,000.00)	(100.00)	0.00	0.00	0.00
6100U	PPTY TAX ADMIN FEE	0.00	17,000.00	(17,000.00)	(100.00)	0.00	0.00	0.00
6105N	PETERSEN RANCH EXPENSES	15,019.98	75,000.00	(59,980.02)	(79.97)	0.00	15,019.98	0.00
6105SC	PETERSEN RANCH EXPENSES	109,774.52	100,000.00	9,774.52	9.77	119,077.45	(9,302.93)	(7.81)
6106SC	SACKETT RANCH EXPENSES	108,290.31	120,000.00	(11,709.69)	(9.76)	60,868.86	47,421.45	77.91
6107N	LANG-TULE MAINTENANCE	0.00	50,000.00	(50,000.00)	(100.00)	0.00	0.00	0.00
6111AC	PS - PAYROLL SERVICES	5,722.50	10,500.00	(4,777.50)	(45.50)	4,180.70	1,541.80	36.88
6112AC	PS - COMPUTER SERVICES	330,662.11	679,050.00	(348,387.89)	(51.31)	372,125.93	(41,463.82)	(11.14)
6115AC	TALENT DECISION MONITORING	24,407.92	10,300.00	14,107.92	136.97	22,105.53	2,302.39	10.42
6128AC	GOVERNMENTAL ADVOCACY	44,375.00	77,000.00	(32,625.00)	(42.37)	33,250.00	11,125.00	33.46
6128N	GOVERNMENTAL ADVOCACY	44,375.00	80,000.00	(35,625.00)	(44.53)	33,250.00	11,125.00	33.46
6130SC	LPCCC - VEGETATION	33,925.49	16,362.00	17,563.49	107.34	9,489.00	24,436.49	257.52
6140AC	CONSULTANTS	164,723.01	299,500.00	(134,776.99)	(45.00)	122,075.23	42,647.78	34.94
6140N	CONSULTANTS	55,202.40	276,000.00	(220,797.60)	(80.00)	47,327.43	7,874.97	16.64
6140SC	CONSULTANTS	151,943.17	708,000.00	(556,056.83)	(78.54)	122,071.17	29,872.00	24.47
6140U	CONSULTANTS	53,532.15	150,000.00	(96,467.85)	(64.31)	44,221.01	9,311.14	21.06
6144AC	HYDROLOGY STATIONS	6,222.95	34,000.00	(27,777.05)	(81.70)	6,751.70	(528.75)	(7.83)
6144N	HYDROLOGY STATIONS	4,212.64	62,000.00	(57,787.36)	(93.21)	13,580.99	(9,368.35)	(68.98)
6144SC	HYDROLOGY STATIONS	44,228.61	152,000.00	(107,771.39)	(70.90)	37,390.49	6,838.12	18.29
6144U	HYDROLOGY STATIONS	1,229.45	25,000.00	(23,770.55)	(95.08)	10,201.32	(8,971.87)	(87.95)
6148SC	LPCCC - WILDLIFE	492.31	89,989.00	(89,496.69)	(99.45)	0.00	492.31	0.00
6149SC	LPCCC - FISHERIES	77,613.11	89,989.00	(12,375.89)	(13.75)	31,215.92	46,397.19	148.63
6161N	WATERSHED PROGRAM	11,634.34	114,000.00	(102,365.66)	(89.79)	3,469.93	8,164.41	235.29
6161SC	SOLANO PROJECT WQ MONITORING	7,052.96	30,000.00	(22,947.04)	(76.49)	4,757.21	2,295.75	48.26
6164SC	SOLANO PROJECT INVASIVES	5,059.16	150,650.00	(145,590.84)	(96.64)	13,034.35	(7,975.19)	(61.19)
6165N	Yolo Bypass/Cache Slough Progr	149,190.27	890,000.00	(740,809.73)	(83.24)	505,244.10	(356,053.83)	(70.47)
6166SC	UPPER PUTAH CREEK MGMT	151,739.70	290,000.00	(138,260.30)	(47.68)	175,954.97	(24,215.27)	(13.76)
6170N	NBA RELIABILITY PROGRAM	2,095.00	200,000.00	(197,905.00)	(98.95)	0.00	2,095.00	0.00
6170SC	INTER-DAM REACH MANAGEMENT	249,013.83	55,000.00	194,013.83	352.75	7,696.45	241,317.38	3,135.44
6170WC	MBK	6,082.70	32,000.00	(25,917.30)	(80.99)	22,721.70	(16,639.00)	(73.23)
6179SC	LPCCC SERVICES	61.04	0.00	61.04	0.00	0.00	61.04	0.00
6181SC	LPCCC EQUIPMENT	18,556.52	50,000.00	(31,443.48)	(62.89)	27,565.60	(9,009.08)	(32.68)

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		Actual	Budget	Amount	Percent	Actual	Last Year	Change
6183SC	LPCCC NURSERY	5,239.81	180,000.00	(174,760.19)	(97.09)	3,952.66	1,287.15	32.56
6190SC	LPCCC PRIORITY PROJECTS	149.97	0.00	149.97	0.00	0.00	149.97	0.00
6199SC	LPCCC MISC. SUPPLIES	3,963.87	17,000.00	(13,036.13)	(76.68)	5,497.70	(1,533.83)	(27.90)
6210AC	BOARD EXPENSES	11,827.58	20,000.00	(8,172.42)	(40.86)	9,693.74	2,133.84	22.01
6230SC	FIELD SUPPLIES	44,788.14	95,000.00	(50,211.86)	(52.85)	34,926.65	9,861.49	28.23
6230WC	MISC WATERMASTER EXP	66.00	264.00	(198.00)	(75.00)	132.00	(66.00)	(50.00)
6250SC	HCP PLANNING	285,931.00	613,000.00	(327,069.00)	(53.36)	120,105.91	165,825.09	138.07
6300AC	CAR MAINTENANCE	28,301.19	29,600.00	(1,298.81)	(4.39)	8,784.71	19,516.48	222.16
6310AC	FUEL	28,085.50	59,800.00	(31,714.50)	(53.03)	24,621.25	3,464.25	14.07
6320U	GARAGE SERVICES	5,944.30	20,000.00	(14,055.70)	(70.28)	12,499.53	(6,555.23)	(52.44)
6330AC	TRAVEL	3,085.58	6,500.00	(3,414.42)	(52.53)	3,669.64	(584.06)	(15.92)
6340AC	EMPLOYEE REIMBURSEMENTS	61.74	0.00	61.74	0.00	0.00	61.74	0.00
6350AC	INSURANCE	65,526.45	101,000.00	(35,473.55)	(35.12)	47,626.63	17,899.82	37.58
6360AC	EDUCATION & TRAINING	9,206.64	50,000.00	(40,793.36)	(81.59)	15,109.36	(5,902.72)	(39.07)
6410AC	COMP SOFTWARE/EQUIP	35,237.67	91,100.00	(55,862.33)	(61.32)	45,311.09	(10,073.42)	(22.23)
6550AC	SCWA Water Mgt Planning	0.00	150,000.00	(150,000.00)	(100.00)	0.00	0.00	0.00
6551AC	WATER CONSERVATION	292,944.66	1,199,000.00	(906,055.34)	(75.57)	580,194.92	(287,250.26)	(49.51)
6551N	WATER CONSERVATION	0.00	456,000.00	(456,000.00)	(100.00)	0.00	0.00	0.00
6554AC	MISC. WATER CONSERVATION GRAN	136,694.43	0.00	136,694.43	0.00	207,731.15	(71,036.72)	(34.20)
6600AC	MELLON LEVEE	0.00	20,000.00	(20,000.00)	(100.00)	0.00	0.00	0.00
6600SC	PSC MAINTENANCE	373,304.43	785,000.00	(411,695.57)	(52.45)	371,717.66	1,586.77	0.43
6610AC	FLOOD CONTROL	92,097.66	746,500.00	(654,402.34)	(87.66)	13,130.37	78,967.29	601.41
6611AC	GROUND WATER MANAGEMENT	(450.00)	321,000.00	(321,450.00)	(100.14)	69,498.77	(69,948.77)	(100.65)
6612AC	PUBLIC EDUCATION	56,996.95	510,407.00	(453,410.05)	(88.83)	95,105.91	(38,108.96)	(40.07)
6614AC	SOLANO SUB-BASIN GSA	10,997.52	5,500.00	5,497.52	99.95	1,201.92	9,795.60	815.00
6620G	LABOR	0.00	40,000.00	(40,000.00)	(100.00)	1,034.35	(1,034.35)	(100.00)
6620SC	LOWER PUTAH CREEK(NON-ACCORD	153,296.87	997,114.00	(843,817.13)	(84.63)	244,223.56	(90,926.69)	(37.23)
6620U	LABOR	19,190.65	450,000.00	(430,809.35)	(95.74)	164,078.08	(144,887.43)	(88.30)
6622SC	NISHIKAWA PROJECT GRANT - SP	120,081.36	250,000.00	(129,918.64)	(51.97)	147,354.41	(27,273.05)	(18.51)
6630SC	SP ADMINISTRATION	500,214.56	1,275,000.00	(774,785.44)	(60.77)	497,529.61	2,684.95	0.54
6640SC	PSC OPERATIONS	125,548.55	320,000.00	(194,451.45)	(60.77)	134,739.59	(9,191.04)	(6.82)
6645SC	DAM MAINTENANCE	85,012.41	40,000.00	45,012.41	112.53	4,439.09	80,573.32	1,815.09
6646SC	DAM OPERATIONS	147,224.63	260,000.00	(112,775.37)	(43.38)	124,838.09	22,386.54	17.93
6650G	WEED CONTROL	1,000.00	6,000.00	(5,000.00)	(83.33)	4,000.00	(3,000.00)	(75.00)
6650U	SP PEST MANAGEMENT	36,162.25	80,000.00	(43,837.75)	(54.80)	40,182.47	(4,020.22)	(10.00)
6660G	EQUIP - TRANS DEPT	0.00	8,000.00	(8,000.00)	(100.00)	425.11	(425.11)	(100.00)
6660U	EQUIP - TRANS DEPT	0.00	90,000.00	(90,000.00)	(100.00)	28,089.11	(28,089.11)	(100.00)
6670G	SUPPLIES	1,484.36	2,000.00	(515.64)	(25.78)	1,938.00	(453.64)	(23.41)
6670U	SUPPLIES	7,357.61	109,000.00	(101,642.39)	(93.25)	39,176.04	(31,818.43)	(81.22)
6675G	CONTRACT WORK	0.00	12,000.00	(12,000.00)	(100.00)	0.00	0.00	0.00
6675U	CONTRACT WORK	45,431.16	40,000.00	5,431.16	13.58	0.00	45,431.16	0.00

SOLANO COUNTY WATER AGENCY
Year to Date Income Statement
Compared with Budget and Last Year
For the Six Months Ending December 31, 2023

		Current Year	Current Year	Variance	Variance	Last Year	Change from	Percent
		Actual	Budget	Amount	Percent	Actual	Last Year	Change
6680G	TRANS DEPT OVERHEAD	0.00	13,000.00	(13,000.00)	(100.00)	424.90	(424.90)	(100.00)
6680U	TRANS DEPT OVERHEAD	0.00	190,000.00	(190,000.00)	(100.00)	65,638.11	(65,638.11)	(100.00)
6690N	NBA REHAB & BETTERMENT	0.00	250,000.00	(250,000.00)	(100.00)	0.00	0.00	0.00
6690SC	REHAB & BETTERMENT	141,288.90	1,050,000.00	(908,711.10)	(86.54)	301,964.93	(160,676.03)	(53.21)
6690U	REHAB & BETTERMENT	57,673.53	275,000.00	(217,326.47)	(79.03)	42,348.30	15,325.23	36.19
6700N	WATER PURCHASES	10,578,706.00	14,235,875.00	(3,657,169.00)	(25.69)	6,084,222.00	4,494,484.00	73.87
6700SC	USBR ADMINISTRATION	0.00	65,000.00	(65,000.00)	(100.00)	0.00	0.00	0.00
6701SC	WATER RIGHTS FEE	114,200.95	111,106.00	3,094.95	2.79	0.00	114,200.95	0.00
6710N	NAPA MAKE WHOLE	0.00	312,000.00	(312,000.00)	(100.00)	0.00	0.00	0.00
6950AC	LABOR COSTS	133,321.24	549,216.00	(415,894.76)	(75.73)	216,924.01	(83,602.77)	(38.54)
6950G	LABOR COSTS	0.00	9,209.00	(9,209.00)	(100.00)	953.39	(953.39)	(100.00)
6950N	LABOR COSTS	76,071.80	875,197.00	(799,125.20)	(91.31)	179,868.15	(103,796.35)	(57.71)
6950SC	LABOR COSTS	523,248.80	2,546,704.00	(2,023,455.20)	(79.45)	689,348.07	(166,099.27)	(24.10)
6950U	LABOR COSTS	14,799.38	95,283.00	(80,483.62)	(84.47)	50,642.07	(35,842.69)	(70.78)
6951AC	INTRA-FUND TRANSFER	(303,296.14)	(1,318,119.00)	1,014,822.86	(76.99)	(501,461.24)	198,165.10	(39.52)
6952AC	OVERHEAD EXPENSES	160,384.83	768,903.00	(608,518.17)	(79.14)	284,537.23	(124,152.40)	(43.63)
6952G	OVERHEAD EXPENSES	0.00	12,893.00	(12,893.00)	(100.00)	1,282.89	(1,282.89)	(100.00)
6952N	OVERHEAD EXPENSES	102,229.42	1,280,272.00	(1,178,042.58)	(92.02)	235,096.87	(132,867.45)	(56.52)
6952SC	OVERHEAD EXPENSES	712,224.09	3,565,386.00	(2,853,161.91)	(80.02)	955,368.16	(243,144.07)	(25.45)
6952U	OVERHEAD EXPENSES	16,608.87	133,397.00	(116,788.13)	(87.55)	67,675.39	(51,066.52)	(75.46)
6990AC	CONTINGENCY	69,380.18	80,000.00	(10,619.82)	(13.27)	0.00	69,380.18	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	50,000.00	(50,000.00)	(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		21,226,801.24	49,459,743.00	(28,232,941.76)	(57.08)	17,348,171.49	3,878,629.75	22.36
Net Income		(\$ 3,319,489.97)	(\$ 3,609,414.00)	289,924.03	(8.03)	\$ 1,102,810.39	(4,422,300.36)	(401.00)

SOLANO COUNTY WATER AGENCY

Balance Sheet
December 31, 2023

ASSETS

Current Assets			ADMIN/SP/WC	SWP(N)	U	GV
1000SC	PERSHING	\$ 176,708.09	176,708.09			
1010WC	MONEY MGMT - WATERMASTER	\$ 10,051.30	10,051.30			
1020G	CHECKING - BANK OF THE WEST	14,409,678.59	10,297,603.45	3,921,716.39	38,029.49	152,329.26
1030G	LAIF -	12,304,947.26	(4,669,923.23)	12,652,890.43	4,195,258.04	126,722.02
1040G	CAMP -	23,927,732.74	1,392,079.66	16,803,010.96	5,563,511.13	169,130.99
1050G	CERTIFICATES OF DEPOSIT -	9,058,013.92	7,222,515.00	1,323,753.08	505,739.45	6,006.39
1060SC	PETTY CASH	416.00	416.00			
1210N	ACCOUNTS RECEIVABLE-SWP	495,873.11	495,873.11			
1220AC	EMPLOYEE RECEIVABLE	(442.17)	(442.17)			
1400AC	PREPAID	155,621.32	155,621.32			
1415AC	INVENTORY-WATER CONSERVATION S	30,900.59	30,900.59			
Total Current Assets		60,569,500.75	15,111,403.12	34,701,370.86	10,302,538.11	454,188.66
Total Assets		\$ 60,569,500.75	\$ 15,111,403.12	\$ 34,701,370.86	\$ 10,302,538.11	\$ 454,188.66

LIABILITIES AND CAPITAL

Current Liabilities						
2010N	UNEARNED INCOME-	468,280.73	37,780.73	430,500.00		
2020N	ACCOUNTS PAYABLE-	3,858,744.92	3,754,936.12	79,522.36	24,286.44	0
2023AC	EMPLOYEE BENEFITS PAYABLE	13,788.70	13,788.70			
2025SC	SALES TAX PAYABLE	7,028.21	7,028.21			
2106SC	SECURITY DEPOSIT - SACKETT RAN	500.00	500.00			
2101SC	VACAVILLE PREFUNDED TURF REBATE	7,762.73	7,762.73			
2110SC	WESTSIDE IRWMP PREFUNDED ADMIN	171,143.05	171,143.05			
Total Current Liabilities		4,527,248.34	3,992,939.54	510,022.36	24,286.44	0.00
Long-Term Liabilities						
Total Long-Term Liabilities		0.00				
Total Liabilities		4,527,248.34	3,992,939.54	510,022.36	24,286.44	0.00
Capital						
3150SC	OTHER FLD CTRL CAPITAL PROJ.	524,654.80	524,654.80			
3155SC	OTHER CAPITAL PROJ/EMERG RESER	2,000,000.00	2,000,000.00			
3200G	GREEN VALLEY OPERTING RESERVE	52,201.00			52,201.00	
3200N	SWP OPERATING RESERVE	9,651,172.00		9,651,172.00		
3200SC	DESIGNATED REHAB & BETTERMENT	2,000,000.00	2,000,000.00			
3200U	ULATIS OPERATING RESERVE	699,840.00			699,840.00	
3250G	GV CAPITAL RESERVE	285,919.30				285,919.30
3250N	DESIGNATED SWP FACILITIES RESE	19,632,948.18		19,632,948.18		
3250SC	SP FUTURE REPLACEMENT CAPITAL	3,719,887.31	3,719,887.31			
3250U	ULATIS FCP CAPITAL RESERVE	8,596,568.39			8,596,568.39	
3350SC	DESIGNATED OPERATING RESERVES	11,648,104.00	11,648,104.00			
Retained Earnings 2021/2022		550,447.40	(4,554,931.60)	4,228,385	765,593	111,401
Net Income-Current Year		(3,319,489.97)	(2,580,502.31)	(1,352,087.24)	553,708.55	59,391.03
Total Capital		56,042,252.41	12,757,212.20	32,160,417.94	10,667,910.94	456,711.33
Total Liabilities & Capital		\$ 60,569,500.75	\$ 16,750,151.74	\$ 32,670,440.30	\$ 10,692,197.38	\$ 456,711.33

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: January 11, 2024

SUBJECT: Salvage of Flooded Excavator

RECOMMENDATIONS:

Authorize General Manager to enter into a salvage agreement for the flooded CAT 315 excavator from Holt and finalize claim to ACWA JPIA (our insurance carrier).

FINANCIAL IMPACT:

Total Net Cost of \$5,000 after insurance reimbursement. There is sufficient funding in the Water Agency’s FY 2023-2024 Solano Project budget for this expense.

BACKGROUND:

On July 11, 2023, one of the Water Agency’s contractors was conducting routine repairs on a post-LNU Fire rock weir in Pleasants Creek just upstream of Lake Solano. During the repair, the rock structure under the excavator gave out and the excavator fell into Pleasants Creek and was completely submerged. Within 24 hours Agency staff had a dive team and crane operator onsite and were able to safely remove the excavator out of Pleasants Creek. ACWA JPIA recommended and the SCWA Board approved the buyout of the excavator at the October 12, 2023, Board Meeting. Water Agency staff have obtained quotes for both repair costs (\$80,000) and salvage estimates (\$10,000) and based on the recommendations of two mechanics and concerns with future electrical and motor issues, are recommending salvaging of the excavator and closeout of the claim with ACWA JPIA.

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:

Approval to salvage the excavator and finalize the claim with ACWA JPIA is consistent with Goal #4 (Water Resource Resiliency) and Goal #7 (Natural Resources Stewardship) of the SCWA 2016-2025 Strategic Plan.

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 January 11, 2024, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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



Date: 12/5/2023

To: Zachary Hyder, Associate Water Resource Specialist, Solano County Water Agency

From: Reilly Hauptman

Re: Desktop Valuation Opinion – Purpose: Internal Valuation

Dear Zachary,

Solano County Water Agency has requested Salvage Value of the assets listed in the table below.

Category	Excavator
Subcategory	25,000-44,999 Lb Excavators
Make	Caterpillar
Model	315F L
Year	2019

Rouse's estimates of value are summarized below:

Salvage Value
\$10,000

These values are subject to the following.

- Salvage Value is defined as:

An opinion of the amount, expressed in terms of money that may be expected for the whole property or a component of the whole property that is retired from service for use elsewhere, as of a specific date.

- *ROUSE utilized the Market Approach to determine the value(s). This approach involves the collection of market data pertaining to the subject equipment being valued. This approach is also known as the 'Comparison Sales Approach'. The primary intent of the market approach is to determine the desirability of the equipment and recent sales or offerings of similar equipment currently on the market in order to arrive at an indication of the most probable selling price for the assets being valued. If the comparable sales are not exactly similar to the equipment being valued, adjustments must be made to bring them as closely in line as possible with the subject property.*
- This desktop valuation opinion is governed by and delivered subject to the terms of the written engagement between Client and Rouse, including the Statement of Limiting Conditions, a copy of which is hereby incorporated by reference and available at <http://www.rouseservices.com/legal-resources>.
- The value(s) associated with the subject equipment of this letter assumes the subject equipment is inoperable and is to be sold for parts. The letter does not assume the equipment has no working parts and is to be sold for scrap value.
- Rouse did not physically inspect the subject unit(s) for the purposes of this letter.
- Rouse's analyses, opinions, and conclusions were developed, and this letter has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- The valuation is intended for use by the addressee only in connection with the purpose noted above. Reliance on this valuation by any person for any other purpose is not intended and Rouse disclaims any responsibility in connection with such person's reliance.

Please contact me directly if you have any questions regarding this matter.

Best regards,

Reilly Hauptman, ASA Candidate

Business Development Manager
Rouse Appraisals LLC
8383 Wilshire Blvd.
Beverly Hills, CA 90211
Phone: (310) 360-9200

Superior Equipment Repair, Inc.

1905 Aviation blvd
 Lincoln, CA 95648
 superior@serepair.com
 530-888-0795

Estimate **SO-52929**Date: **12/12/2023**

Bill To
 Solano County water agency

Remit Payment To
 Superior Equipment Repair
 1905 Aviation blvd
 Lincoln, CA 95648

Service Order		Purchase Order	Service Writer	Authorizer	
SO-52929			Wright, Justin	Rick	
Item	Description		Quantity	Rate	Amount
Complaint: Quote repairs for water damage					
Cause:					
Labor	Recommended Correction:				\$15,000.00
	Chassis / Chassis / Dispatched to unit at solano county water agency yard.				
	Inspected damages to unit. Unit was under water for 2 days. Engine has				
	had water in it since July. Engine will need replacement. All computers on				
	unit are condemned due to water damage as well as all micro switches.				
	Complete engine is unavailable and new engine will have to be build.				
	Complete atertreatment system is needed due to water intrusion. All fluids				
	will need to be exchanged. For repairs unit will need to be brought to our				
	shop in Lincoln.				
	Current bill for time involved in quoting unit is 7 hrs at 150\$ per hour if repair				
	is not approved.				
Parts	Long Block - A		1	\$11,495.65	\$11,495.65
Parts	Serpentine Belt - A		1	\$96.38143	\$96.38
Parts	Alternator - A		1	\$737.94155	\$737.94
Parts	Battery Cable - A		1	\$88.86592	\$88.87
Parts	Battery - A		2	\$225.84769	\$451.70
Parts	DPF/SCR/DOC Assembly - A		1	\$7,114.125	\$7,114.13
Parts	Inlet NOx Sensor - A		1	\$1,274.52814	\$1,274.53
Parts	Battery Disconnect Switch - A		1	\$145.62303	\$145.62
Parts	DEF Header - A		1	\$1,416.11126	\$1,416.11
Parts	DEF Pump - A		1	\$1,917.4854	\$1,917.49
Parts	Hvac Controller - A		1	\$907.83064	\$907.83
Parts	Radio - A		1	\$557.98605	\$557.99
Parts	Aftertreatment computer		1	\$0.00	\$0.00

Item	Description	Quantity	Rate	Amount
Parts	Interior Control Screen - A	1	\$5,412.2375	\$5,412.24
Parts	ECM - A	1	\$3,690.9625	\$3,690.96
Parts	HYDO 10W 5GAL - A	4	\$195.82177	\$783.29
Parts	Planetary Oil - A	2	\$204.0349	\$408.07
Parts	Coolant - A	3	\$28.016	\$84.05
Parts	Shell Rotella 15w-40 - A	5	\$23.10146	\$115.51
Parts	Joystick - A	1	\$1,712.46385	\$1,712.46
Parts	Joystick - A	1	\$2,798.0125	\$2,798.01
Parts	Chasis Wiring Harness - A	1	\$145.31469	\$145.31
Parts	Alternator Wiring Harness - A	1	\$23.7384	\$23.74
Parts	Voltage Load protection Module - A	1	\$289.37943	\$289.38
Parts	Jumper Cable - A	1	\$140.06317	\$140.06
Parts	Starter Cable - A	1	\$106.91213	\$106.91
Parts	Negative Cable - A	1	\$108.99727	\$109.00
Parts	Chassis Harness - A	1	\$3,183.1875	\$3,183.19
Parts	Glow Wire - A	1	\$179.92884	\$179.93
Parts	Oil Filter - A	1	\$36.48	\$36.48
Parts	Fuel Filter - A	1	\$42.832	\$42.83
Parts	Hydraulic Filter - A	1	\$157.63606	\$157.64
Parts	Hydraulic Return Filter Assembly - A	1	\$1,086.74616	\$1,086.75
Parts	Transmission Filter - A	1	\$84.352	\$84.35
Parts	Transmission Filter - A	1	\$147.50483	\$147.50
Parts	Fuel Water Separator - A	1	\$65.136	\$65.14
Parts	Hydraulic Filter - A	1	\$82.5205	\$82.52
Parts	Secondary Engine Air Filter - A	1	\$82.912	\$82.91
Parts	Primary Engine Air Filter - A	1	\$67.216	\$67.22
Parts	Cabin Air Filter - A	1	\$70.224	\$70.22
Parts	Ammonia Exhaust Gas Sensor - A	1	\$604.73155	\$604.73
Parts	Outlet NOx Sensor - A	1	\$1,274.52814	\$1,274.53
Parts	DEF Filter - A	1	\$31.76	\$31.76
Parts	EGT Sensor - A	2	\$556.50609	\$1,113.01
Parts	DEF Injector - A	1	\$1,187.10366	\$1,187.10
Parts	Engine Wiring - A	2	\$90.036	\$180.07
Parts	Engine Wiring Harness - A	1	\$1,874.32647	\$1,874.33
Parts	Marker Light - A	1	\$37.712	\$37.71

Item	Description	Quantity	Rate	Amount
Parts	Glow Plug Relay - A	1	\$136.18326	\$136.18
Parts	Relay - A	1	\$27.36	\$27.36
Parts	Circuit Breaker Assembly (50 A) - A	1	\$84.0206	\$84.02
Parts	Circuit Breaker Assembly (90 A) - A	1	\$88.01087	\$88.01
Parts	Manual Reset Circuit Breaker - A	1	\$91.98613	\$91.99
Parts	Exhaust Gasket - A	2	\$16.848	\$33.70
Parts	Inlet Air Line Gasket - A	1	\$13.806	\$13.81
Parts	Engine Head Gasket - A	1	\$17.732	\$17.73
Parts	Valve Cover Gasket - A	2	\$13.806	\$27.61
Parts	Product Link Electronic Control Assembly - A	1	\$587.9053	\$587.91
Parts	Boom Position Sensor - A	1	\$850.8454	\$850.85
Parts	Low Temperature Sensor - A	1	\$82.70051	\$82.70
Parts	Pressure Sensor - A	1	\$280.99298	\$280.99
Parts	Exhaust Gas Pressure Sensor - A	1	\$280.99298	\$280.99
Parts	Ratiometric Air Pressure Sensor - A	1	\$275.24645	\$275.25
Parts	Thread Engine Pressure Sensor - A	1	\$280.99298	\$280.99
Parts	Hall Effect Speed Sensor - A	1	\$136.28993	\$136.29
Parts	Nrs Outlet Pressure Sensor - A	1	\$268.72662	\$268.73
Parts	Passive Temperature Sensor - A	1	\$145.23968	\$145.24
Parts	Fuel/Water Level Sensor - A	1	\$204.88821	\$204.89
Parts	Hydraulic Control Pressure Sensor - A	1	\$561.95928	\$561.96
Parts	Ambient Temperature Sensor - A	1	\$223.35442	\$223.35
Parts	Blower Motor - A	1	\$249.1671	\$249.17
Parts	A/C Inlet Control - A	1	\$142.34311	\$142.34
Parts	A/C Mode Select Assembly - A	1	\$814.63297	\$814.63
Parts	HVAC Actuator - A	1	\$375.20395	\$375.20
Parts	HVAC Water Temperature Sensor - A	1	\$68.832	\$68.83
Parts	Front Thermistor - A	1	\$61.392	\$61.39
Parts	Washer - A	2	\$1.40	\$2.80
Parts	Screw - A	2	\$9.63	\$19.26
Parts	NOx Sensor Mounting Plate - A	1	\$111.75745	\$111.76
Parts	Nut - A	2	\$0.855	\$1.71
Parts	HYDO 10W 1GAL - A	3	\$47.28	\$141.84
Parts	TDTO 30W 5GAL - A	2	\$163.96923	\$327.94
			Subtotal	\$75,630.57

Item	Description	Quantity	Rate	Amount
	Service Supplies			\$401.25
Unit:	VIN: CAT0315FATDY12704	Labor		\$15,000.00
	Caterpillar315flcr	Parts		\$60,630.57
Chassis:	0 Miles	Subtotal		\$76,031.82
		Placer County (7.25% of \$61,031.82)		\$4,424.81
		Total		\$80,456.63

***: Core charges not included in total. You will be charged for any core that is not in returnable condition. This charge may be applied on a separate invoice.**

*All credit card payments are subject to a 3% processing fee.

Parts and Labor warranties 100% for 90 days or 4000 miles, whichever comes first. We do not warranty parts supplied by others. This warranty limited to this work on this order only. Vehicle must be returned to shop at customer's expense to honor warranty.

I hereby authorize the repair to be done along with necessary material. You and your employees may operate vehicle for purposes of testing, inspection and delivery at my risk. An express Mechanics Lien is acknowledged on vehicle to secure the amount of repairs thereto. You will not be responsible for loss or damage to vehicle in case of fire, theft, accident or any other cause beyond your control. No refunds on special order or discontinued items.

Signature:_____ Date:_____

BAR#286943 EPA#CAL000194197

Superior Equipment Repair, Inc.
 1905 Aviation blvd
 Lincoln, CA 95648
 superior@serepair.com
 530-888-0795



Estimate **SO-52929**
 Date: **12/12/2023**

Bill To
 Solano County water agency

Remit Payment To
 Superior Equipment Repair
 1905 Aviation blvd
 Lincoln, CA 95648

Service Order		Purchase Order	Service Writer		Authorizer	
SO-52929			Wright, Justin		Rick	
Item	Description		Quantity	Rate	Amount	
Complaint: Quote repairs for water damage						
Cause:						
Labor	Recommended Correction:					\$15,000.00
	Chassis / Chassis / Dispatched to unit at solano county water agency yard.					
	Inspected damages to unit. Unit was under water for 2 days. Engine has had water in it since July. Engine will need replacement. All computers on unit are condemned due to water damage as well as all micro switches. Complete engine is unavailable and new engine will have to be build. Complete atertreatment system is needed due to water intrusion. All fluids will need to be exchanged. For repairs unit will need to be brought to our shop in Lincoln.					
	Current bill for time involved in quoting unit is 7 hrs at 150\$ per hour if repair is not approved.					
Parts	Long Block - A		1	\$11,495.65	\$11,495.65	
Parts	Serpentine Belt - A		1	\$96.38143	\$96.38	
Parts	Alternator - A		1	\$737.94155	\$737.94	
Parts	Battery Cable - A		1	\$88.86592	\$88.87	
Parts	Battery - A		2	\$225.84769	\$451.70	
Parts	DPF/SCR/DOC Assembly - A		1	\$7,114.125	\$7,114.13	
Parts	Inlet NOx Sensor - A		1	\$1,274.52814	\$1,274.53	
Parts	Battery Disconnect Switch - A		1	\$145.62303	\$145.62	
Parts	DEF Header - A		1	\$1,416.11126	\$1,416.11	
Parts	DEF Pump - A		1	\$1,917.4854	\$1,917.49	
Parts	Hvac Controller - A		1	\$907.83064	\$907.83	
Parts	Radio - A		1	\$557.98605	\$557.99	
Parts	Aftertreatment computer		1	\$0.00	\$0.00	

Item	Description	Quantity	Rate	Amount
Parts	Interior Control Screen - A	1	\$5,412.2375	\$5,412.24
Parts	ECM - A	1	\$3,690.9625	\$3,690.96
Parts	HYDO 10W 5GAL - A	4	\$195.82177	\$783.29
Parts	Planetary Oil - A	2	\$204.0349	\$408.07
Parts	Coolant - A	3	\$28.016	\$84.05
Parts	Shell Rotella 15w-40 - A	5	\$23.10146	\$115.51
Parts	Joystick - A	1	\$1,712.46385	\$1,712.46
Parts	Joystick - A	1	\$2,798.0125	\$2,798.01
Parts	Chasis Wiring Harness - A	1	\$145.31469	\$145.31
Parts	Alternator Wiring Harness - A	1	\$23.7384	\$23.74
Parts	Voltage Load protection Module - A	1	\$289.37943	\$289.38
Parts	Jumper Cable - A	1	\$140.06317	\$140.06
Parts	Starter Cable - A	1	\$106.91213	\$106.91
Parts	Negative Cable - A	1	\$108.99727	\$109.00
Parts	Chassis Harness - A	1	\$3,183.1875	\$3,183.19
Parts	Glow Wire - A	1	\$179.92884	\$179.93
Parts	Oil Filter - A	1	\$36.48	\$36.48
Parts	Fuel Filter - A	1	\$42.832	\$42.83
Parts	Hydraulic Filter - A	1	\$157.63606	\$157.64
Parts	Hydraulic Return Filter Assembly - A	1	\$1,086.74616	\$1,086.75
Parts	Transmission Filter - A	1	\$84.352	\$84.35
Parts	Transmission Filter - A	1	\$147.50483	\$147.50
Parts	Fuel Water Separator - A	1	\$65.136	\$65.14
Parts	Hydraulic Filter - A	1	\$82.5205	\$82.52
Parts	Secondary Engine Air Filter - A	1	\$82.912	\$82.91
Parts	Primary Engine Air Filter - A	1	\$67.216	\$67.22
Parts	Cabin Air Filter - A	1	\$70.224	\$70.22
Parts	Ammonia Exhaust Gas Sensor - A	1	\$604.73155	\$604.73
Parts	Outlet NOx Sensor - A	1	\$1,274.52814	\$1,274.53
Parts	DEF Filter - A	1	\$31.76	\$31.76
Parts	EGT Sensor - A	2	\$556.50609	\$1,113.01
Parts	DEF Injector - A	1	\$1,187.10366	\$1,187.10
Parts	Engine Wiring - A	2	\$90.036	\$180.07
Parts	Engine Wiring Harness - A	1	\$1,874.32647	\$1,874.33
Parts	Marker Light - A	1	\$37.712	\$37.71

Item	Description	Quantity	Rate	Amount
Parts	Glow Plug Relay - A	1	\$136.18326	\$136.18
Parts	Relay - A	1	\$27.36	\$27.36
Parts	Circuit Breaker Assembly (50 A) - A	1	\$84.0206	\$84.02
Parts	Circuit Breaker Assembly (90 A) - A	1	\$88.01087	\$88.01
Parts	Manual Reset Circuit Breaker - A	1	\$91.98613	\$91.99
Parts	Exhaust Gasket - A	2	\$16.848	\$33.70
Parts	Inlet Air Line Gasket - A	1	\$13.806	\$13.81
Parts	Engine Head Gasket - A	1	\$17.732	\$17.73
Parts	Valve Cover Gasket - A	2	\$13.806	\$27.61
Parts	Product Link Electronic Control Assembly - A	1	\$587.9053	\$587.91
Parts	Boom Position Sensor - A	1	\$850.8454	\$850.85
Parts	Low Temperature Sensor - A	1	\$82.70051	\$82.70
Parts	Pressure Sensor - A	1	\$280.99298	\$280.99
Parts	Exhaust Gas Pressure Sensor - A	1	\$280.99298	\$280.99
Parts	Ratiometric Air Pressure Sensor - A	1	\$275.24645	\$275.25
Parts	Thread Engine Pressure Sensor - A	1	\$280.99298	\$280.99
Parts	Hall Effect Speed Sensor - A	1	\$136.28993	\$136.29
Parts	Nrs Outlet Pressure Sensor - A	1	\$268.72662	\$268.73
Parts	Passive Temperature Sensor - A	1	\$145.23968	\$145.24
Parts	Fuel/Water Level Sensor - A	1	\$204.88821	\$204.89
Parts	Hydraulic Control Pressure Sensor - A	1	\$561.95928	\$561.96
Parts	Ambient Temperature Sensor - A	1	\$223.35442	\$223.35
Parts	Blower Motor - A	1	\$249.1671	\$249.17
Parts	A/C Inlet Control - A	1	\$142.34311	\$142.34
Parts	A/C Mode Select Assembly - A	1	\$814.63297	\$814.63
Parts	HVAC Actuator - A	1	\$375.20395	\$375.20
Parts	HVAC Water Temperature Sensor - A	1	\$68.832	\$68.83
Parts	Front Thermistor - A	1	\$61.392	\$61.39
Parts	Washer - A	2	\$1.40	\$2.80
Parts	Screw - A	2	\$9.63	\$19.26
Parts	NOx Sensor Mounting Plate - A	1	\$111.75745	\$111.76
Parts	Nut - A	2	\$0.855	\$1.71
Parts	HYDO 10W 1GAL - A	3	\$47.28	\$141.84
Parts	TDTO 30W 5GAL - A	2	\$163.96923	\$327.94
			Subtotal	\$75,630.57

Item	Description	Quantity	Rate	Amount
	Service Supplies			\$401.25
Unit:	VIN: CAT0315FATDY12704	Labor		\$15,000.00
	Caterpillar315flcr	Parts		\$60,630.57
Chassis:	0 Miles	Subtotal		\$76,031.82
		Placer County (7.25% of \$61,031.82)		\$4,424.81
		Total		\$80,456.63

***: Core charges not included in total. You will be charged for any core that is not in returnable condition. This charge may be applied on a separate invoice.**

*All credit card payments are subject to a 3% processing fee.

Parts and Labor warranties 100% for 90 days or 4000 miles, whichever comes first. We do not warranty parts supplied by others. This warranty limited to this work on this order only. Vehicle must be returned to shop at customer's expense to honor warranty.

I hereby authorize the repair to be done along with necessary material. You and your employees may operate vehicle for purposes of testing, inspection and delivery at my risk. An express Mechanics Lien is acknowledged on vehicle to secure the amount of repairs thereto. You will not be responsible for loss or damage to vehicle in case of fire, theft, accident or any other cause beyond your control. No refunds on special order or discontinued items.

Signature:_____ Date:_____

BAR#286943 EPA#CAL000194197

SOLANO COUNTY WATER AGENCY



MEMORANDUM

TO: Board of Directors

FROM: Chris Lee, General Manager

DATE: January 4, 2024

SUBJECT: January General Manager's Report

Water Supply Update

On December 1st, the Department of Water Resources (DWR) announced that the initial allocation of the State Water Project (SWP) would be 10 percent. For those of us north of the Delta, it would be 15 percent. The water year has started off slow, October and November saw about half of the normal precipitation statewide.

To determine available SWP water supplies, DWR considers factors, including SWP contractors' anticipated 2023 carryover supplies into 2024, projected 2024 demands, existing storage in SWP conservation facilities, estimates on future runoff, SWP operational and regulatory requirements of the Federal Endangered Species Act and California Endangered Species Act, and water rights under the State Water Resources Control Board's authority. DWR may revise the SWP allocation if hydrologic conditions change.

The water supply outlook remains unchanged for the Solano Project-full allocations for the 2024 Water Year.

As of January 4th, Lake Berryessa held 1,236,717 acre-feet in storage (80 percent of full capacity), about 17.5 feet below the Glory Hole. The lake has come up about half a foot since last month.

On January 2nd, DWR conducted the first snow survey of the year. Statewide, the snowpack is at 25% of average compared to 185% measured at this time last year. Statewide, precipitation is currently at 66%, with a particular drought in the southern San Joaquin Valley.

There are still three months left in the winter season and we still have relatively full reservoirs statewide. The chances are low that there will be significant urban water restrictions across the state this summer.

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



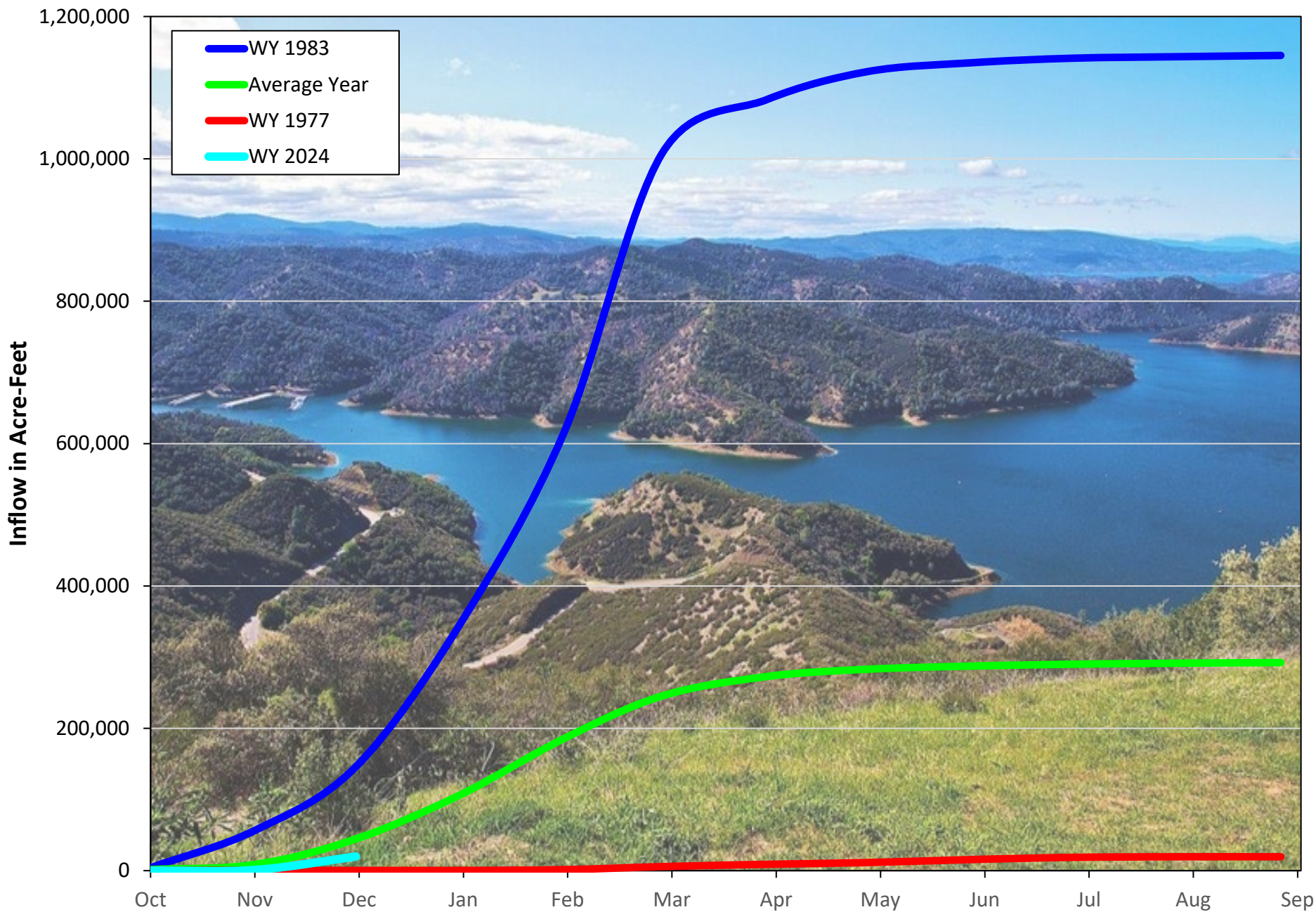
DWR conducts five snow surveys each winter near the first of each month. The next survey is tentatively scheduled for February 1.

Welcome Freedom Evans and Tanya Hart

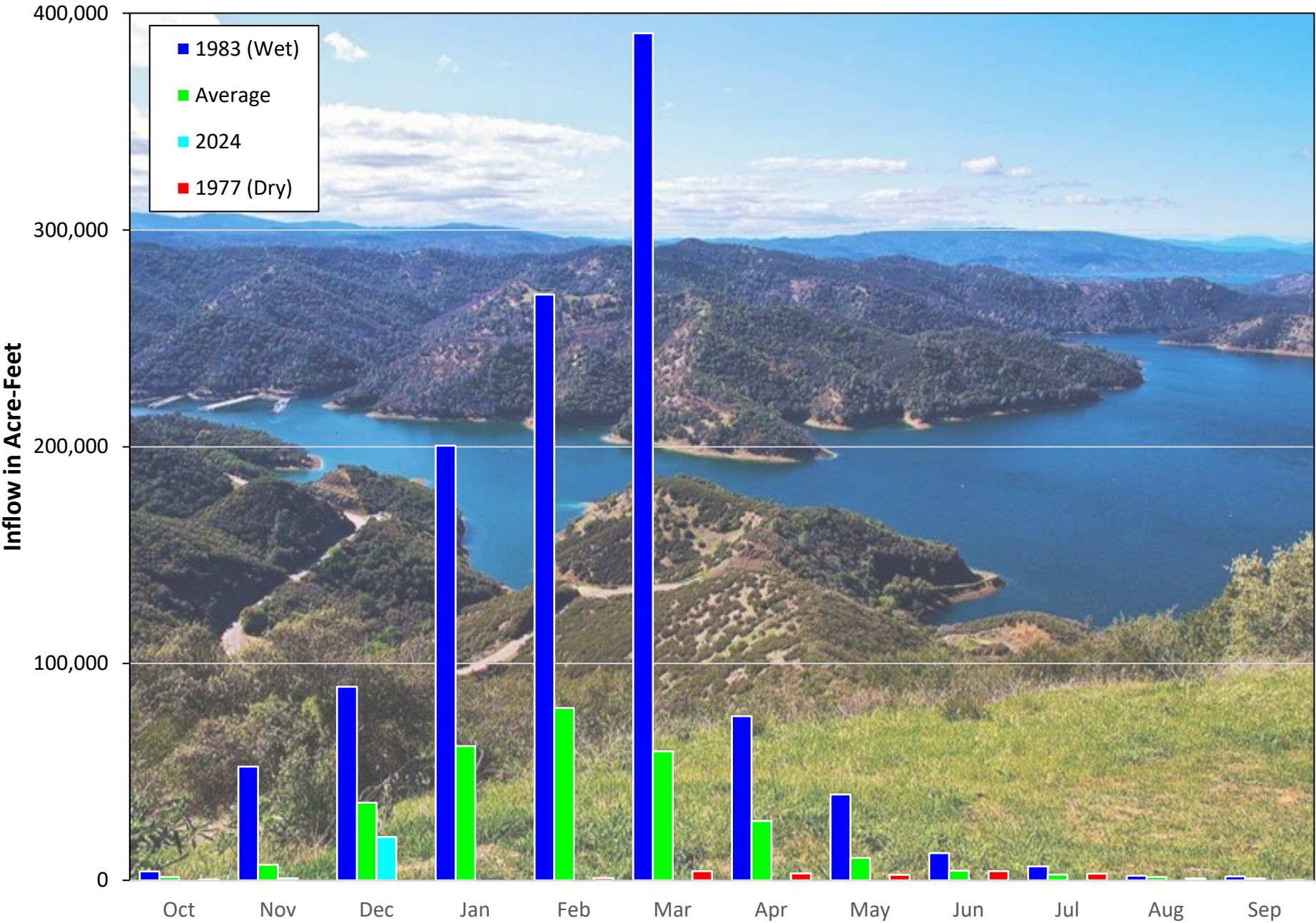
The Water Agency will have two new employees, Freedom Evans, Assistant Water Resources Specialist and Tanya Hart, Assistant Accountant, both officially starting on January 22nd. Freedom will be the lead for the seasonal team up at Lake Berryessa for our Mussel Outreach and Education Program. Freedom has worked for the Water Agency under that program since May of 2020. Freedom is a graduate of San Francisco State University, with a B.S. in Marine Biology/Limnology.

Tanya will be the lead for Accounts Payable and helping to manage the Water Agency's numerous contracts. Tanya is a graduate of CSU Sacramento and brings a wealth of administrative and accounts payable experience.

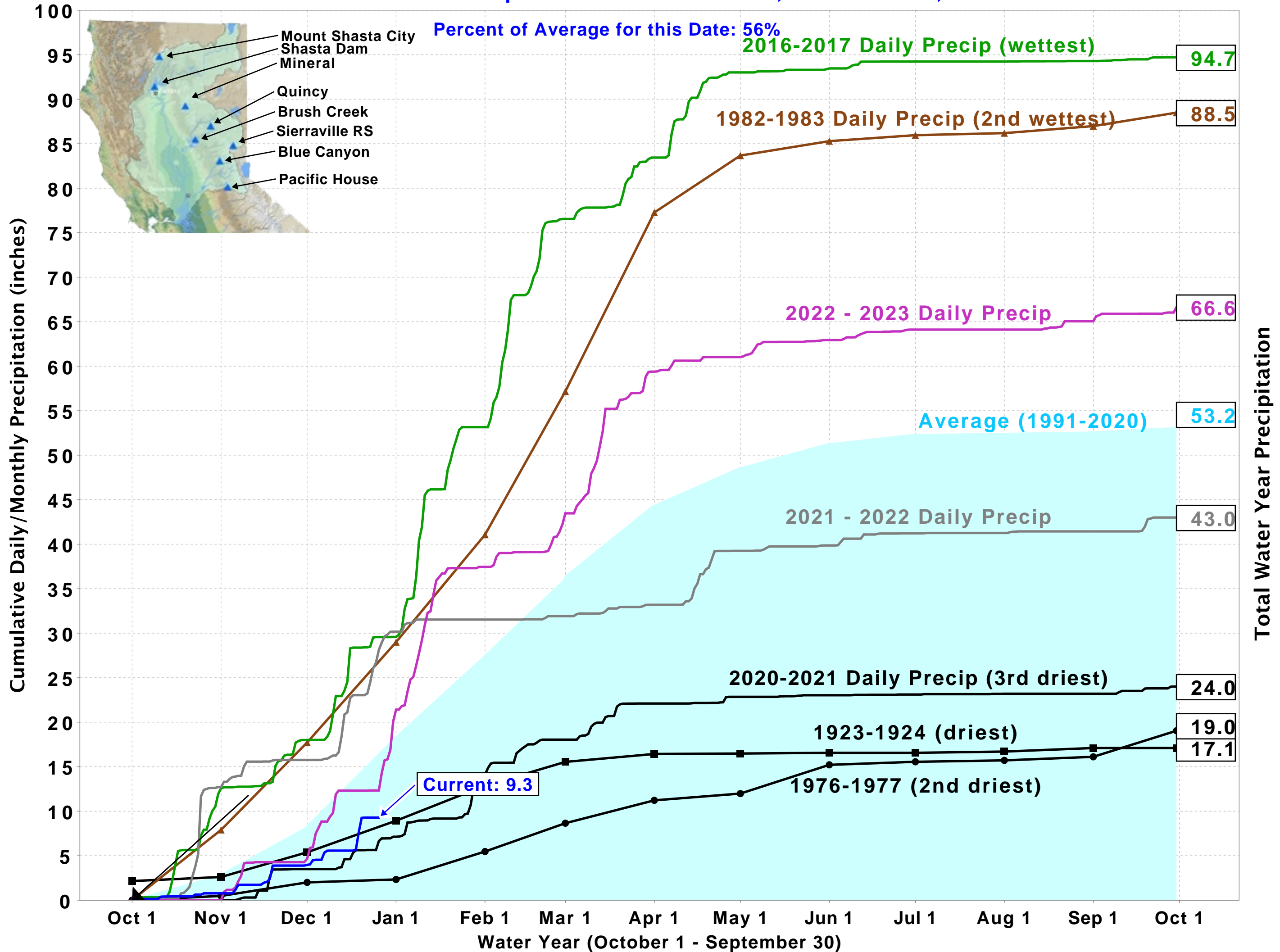
Annual Lake Berryessa Inflow



Annual Lake Berryessa Inflow



Northern Sierra Precipitation: 8-Station Index, December 26, 2023



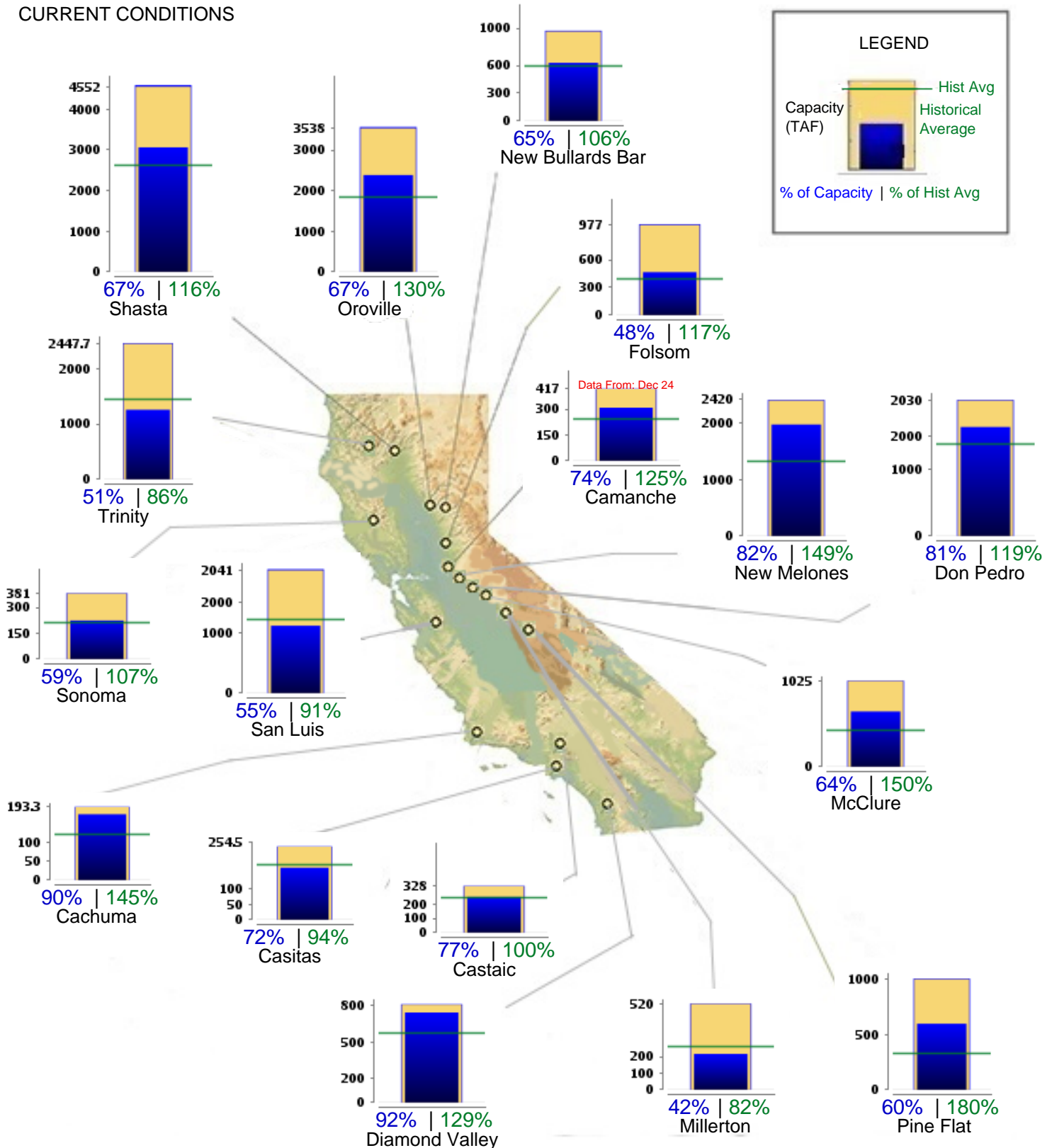


CURRENT RESERVOIR CONDITIONS

CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

Midnight - December 25, 2023

CURRENT CONDITIONS



Updated 12/26/2023 02:48 PM

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

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

Construction Contracts (\$60,000 and less) - None

Professional Service Agreements (\$45,000 and less) – None

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

Construction contracts resulting from informal bids authorized by SCWA Ordinance- None

Note: Cumulative change orders or amendments resulting in exceeding the dollar limit need Board approval.

WATER ADVISORY COMMISSION UPDATES

**Solano Water Advisory Commission
Meeting Minutes
October 25, 2023**

Present:

Agency	Members
SCWA	Chris Lee, Alex Rabidoux, Maritza Flores Marquez, Andy Florendo, Thomas Pate
Benicia	Kyle Ochendusko, Danielle Bonham
Dixon	Jordan Santos
Fairfield	Michael Hether, Nigel Browne
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
MPWD	
Other	

The meeting was called to order at 12:00 PM.

1. Minutes of August 23, 2023, meeting:
The meeting minutes were approved.
2. Scheduling of Nov/Dec SWAC meeting:
The Commission will have the next Solano Water Advisory Commission (SWAC) meeting on December 6, 2023 at 12:30 pm.
3. Bay-Delta Water Quality Plan & Voluntary Agreement Update:
Chris Lee (SCWA) provided an update to the Commission. The State Water Resources Control Board (Water Board) released the 2023 Draft Staff Report, developed to support the consideration of updates to the Bay-Delta Plan focused on the reasonable protection of fish and wildlife in the Sacramento River and its tributaries, Delta eastside tributaries, and Delta. Solano County Water Agency (SCWA) has staff reviewing the 2023 Draft Staff Report and will develop a comment letter for the Commission to review during the next SWAC Meeting scheduled for December 6. Comments provided by the Commission will be integrated before submitting to the Water Board on January 19, 2024 (originally December 15, 2023).

Kyle Ochendusko (Benicia) recommended that the Commission review the water quality, water rights, and cost for the compliance section of the 2023 Draft Staff Report.

Chris Lee (SCWA) shared that SCWA is sticking with the terms found under the Voluntary Agreement Term Sheet. There was an agreement that having letters of support from local agencies would be a good idea to support the Voluntary Agreement for Putah Creek. It was also recommended that information be collected and shared with each of the agencies.

Different members of the Commission will review the 2023 Draft Staff Report to better understand the implications the proposed updates may have for our part of the Delta.

A concern was raised on the models used by the Water Board versus what SCWA is using. If there are water right hearings, there may be modeling wars. Alex Rabidoux (SCWA) shared that SCWA has been working with Dotan Consultants on developing a Fortran model. Dotan Consultants has previously reviewed the difference between the Fortran Berryessa Simulation Model and the Water Board's SacWAM and CalSim 3 models. Discrepancies on how our water system is modeled may be included the comment letter. At the moment, it is unclear on how Putah Creek is modeled in the Water Board's models, but there is an interest in finessing this out.

4. SWRCB "Conservation as a Way of Life" Legislation:

Kyle Ochendusko (Benicia) shared that the "Conservation as a Way of Life" Legislation will impact water retailers. Alex Rabidoux (SCWA) shared that there is a presentation available with more information. Andy Florendo (SCWA) shared that there is an Urban Water Conservation Committee that meets monthly, their takeaway was that a lot of data needs to be collected and agencies are short staffed, agencies would like to know what SCWA can do to support local water retailers. The Commission would like SCWA to provide a framework (approach and outreach) to get strength in numbers when complying with the State requirements. The messaging and approach should complement what the cities are already doing.

5. SCWA General Manager's Report:

a. SCWA Board Items:

Chris Lee (SCWA) shared with the Commission that the November Board meeting agenda will be light. The Commission may be interested in the California Forever agenda item. Chris Lee (SCWA) has previously talked with the California Forever CEO, but they did not share a lot of details. California Forever has shown interest in the Water Plus Project, in addition to sharing costs for infrastructure and studies.

b. North Bay Aqueduct (NBA):

Alex Rabidoux (SCWA) shared that if there are any issues with the NBA they should be brought to his attention to flag to DWR.

c. Solano Project:

Alex Rabidoux (SCWA) updated the Commission that the Solano Project is under the contract renewal process, Jacobs Engineering is supporting the National Environmental Policy Act (NEPA) process. Overall, the terms of the contract remained unchanged. Alex Rabidoux (SCWA) and Chris Lee (SCWA) will be in Folsom negotiating with the U.S. Bureau of Reclamation on November 9. SCWA's legal counsel has reviewed the two agreements.

Alex Rabidoux (SCWA) shared that the Solano Irrigation District (SID) will begin the canal cleanout during the end of October and continue for 2 months. SID and SCWA will do canal repairs near the NBR WTP. Alex Rabidoux (SCWA) updated the Commission on the Rancho Solano landslide. There are no impacts to the canal, the area will be repaired.

d. Bay Delta Planning Issues:
See Item #3 above.

e. Flood Management Issues:
Kelly Huff (DRCD) updated the Commission on the Tremont Watershed. There is an interest in finding creative solutions and implementing multi-benefit projects on the Tremont Watershed. She also discussed that there is a benefit in creating a group like SWAC for flood management/drainage challenges, it would entail the same agencies but different members.

f. Other Regional and State Issues:
None.

g. Other Issues:
None.

6. Groundwater Planning:

a. SGMA Update:

Chris Lee (SCWA) updated the Commission that we were awarded Proposition 68 Grant funding. The grant award is anticipated to be used for groundwater recharge projects and addressing flood challenges. There is interest in pursuing implementation funding in the future.

7. Solano County Report:

Misty Kaltreider (County) provided an update to the Commission on One Water; it is currently looking at three critical areas. The Solano County Board of Supervisors approved Solano County's application to receive Direct Technical Assistance from the California Department of Water Resources to comply with Senate Bill 552.

8. Other Topics:

Cary Keaton (SID) provided the Commission with a friendly reminder that the Association of California Water Agencies (ACWA) fall conference will occur from November 28-30. Chris Lee (SCWA) updated the Commission that Alex Rabidoux

is SCWA's new Assistant General Manager. Alex Rabidoux (SCWA) provided an update on SCWA's office reallocation and plans for having electric vehicles.

9. Public Comments:
None.

The next meeting will be Wednesday, December 6, 2023, at 12:30 PM.

The meeting was adjourned at 1:45 PM.

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: January 11, 2024

SUBJECT: Solano Project Contract Renewals

RECOMMENDATIONS:

1. Adopt Resolution 2024-01, authorizing the General Manager to execute the long-term (25-year) Solano Project – Water Service and Operation, Maintenance, and Rehabilitation (OM&R) Agreements between the United States and Solano County Water Agency and making CEQA findings regarding the same.


FINANCIAL IMPACT:

Existing costs will not change, as these are renewal contracts which have been in place since 1999 between the United States and the Solano County Water Agency. The Water Agency will continue to be responsible for all Operation, Maintenance, and Rehabilitation costs of the Solano Project. 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 (USBR) but locally managed by the Solano County Water Agency). The Water Agency contracts with the Solano Irrigation District (SID) for Operation & Maintenance (O&M) of the facilities. The Water Agency and USBR have long-term (25-year) contracts in place for (a) Water Delivery and (b) Operations, Maintenance, and Rehabilitation (OM&R) which expire in February and June 2024, respectively. Renewal of these 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. Each of these participating agencies holds a contract with the Water Agency, which incorporates the terms and conditions of the USBR contract for water delivery. Following execution of the SCWA/USBR renewal contracts, each of the participating agencies' contracts will be eligible for renewal with the Water Agency.

As in prior Water Service Agreements, the total annual deliveries under the Water Service Agreement are limited to

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 January 11, 2024, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Chris Lee
General Manager & Secretary to the
Solano County Water Agency
JAN.2024.BOD.ITM.11

207,350 acre-feet annually (the USBR-calculated annual firm yield of the Solano Project), plus any water stored under Section 4(c) of the agreement. Deliveries under the agreement are also subject to the terms of the underlying water rights (Application Nos. 11199, 12578, and 12716); the Putah Creek Accords; and state and federal environmental requirements. Since the last renewal of the Water Service Agreement in 1999, Applications 11199 and 12578 were licensed by the SWRCB; USBR has transferred ownership of those rights to the Water Agency and its participating agencies. The Water Service Agreement is necessary to provide for USBR's delivery of water under the final Solano Project water right (Application 12716), a total of up to 17,717-AF of water per year during November 16 – January 31 of the succeeding year. This right primarily benefits Solano Project municipalities with year-round demands.

USBR staff have the authorization to approve the renewal contracts after the public comment period closes (mid-January for the Water Service Agreement, already completed for the OM&R Agreement). If either Agreement is not renewed before its expiration (February 29, 2024), USBR staff's authorization will sunset, and the existing agreement will terminate. Under those conditions, USBR and the Water Agency would be required to seek new Congressional approval to enter into water service and OM&R agreements for the Solano Project. Water Agency staff therefore recommend prompt action to avoid unnecessary risk to the region's Solano Project Water Supply, which will directly impact all Solano Project participating agencies.

The terms and conditions in each of the renewal agreements are substantially the same as those in the existing contracts (last executed in 1999). The renewal agreements continue water deliveries through the Solano Project to the Water Agency and its participating agencies at the current status quo: they involve no increase in existing water service or contractual water allocations; no new construction, expansion, or any modification to the existing distribution system of the Water Agency or the Solano Project; nor any change in the source of water to be delivered, the area of its use, or the uses to which such supplies will be put. For these reasons, execution of the renewal agreements is categorically exempt pursuant to CEQA Guidelines Section 15301 (Existing Facilities).

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:

Authorization to execute the two long-term (25-year) Solano Project – Agreements (Water Service and OM&R) are 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.

RESOLUTION NUMBER 2024-01

A RESOLUTION OF THE SOLANO COUNTY WATER AGENCY AUTHORIZING APPROVAL, EXECUTION, AND DELIVERY OF RENEWALS TO THE EXISTING CONTRACTS BETWEEN THE UNITED STATES AND SOLANO COUNTY WATER AGENCY PROVIDING FOR WATER SERVICE AND SOLANO PROJECT OPERATION AND MAINTENANCE

WHEREAS, on March 7, 1955 the Solano County Water Agency (“Agency”) and the United States Bureau of Reclamation (“United States”) entered into Contract No. 14-06-200-4090, which required the United States to furnish water from the Solano Project to the Agency, to be delivered to various Participating Agencies of the Agency.

WHEREAS, on February 28, 1999, the Agency and the United States entered into the “Contract Between the United States and Solano County Water Agency Providing for Water Service”, Contract No. 14-06-200-4090R, which required the United States to furnish Project Water to the Agency to be delivered to various Participating Agencies of the Agency for the period March 1, 1999, through February 29, 2024.

WHEREAS, the Agency provides deliveries to its participating agencies pursuant to certain Participating Agency Agreements, which continue so long as Contract No. 14-06-200-4090 remains in force, and are subject to renewal or extension at the option of each Participating Agency.

WHEREAS, on June 2, 1999, the Agency and the United States entered into the “Contract Between the United States and the Solano County Water Agency for Operation and Maintenance of Solano Project Works”, Contract No. 9-07-20-X0358 with an effective date of March 1, 1999, through February 28, 2024, which provided for the Agency and any of its subcontractors to continue the funding and performance of operations and maintenance of the Project.

WHEREAS, Contract No. 14-06-200-4090R and Contract No. 9-07-20-X0358 are collectively referred to herein as the “Existing Contracts”.

WHEREAS, in 2022 the Agency requested initiation of the renewal process for each of the Existing Contracts.

WHEREAS, the final negotiated terms and conditions for those renewals are reflected in the attached Contract No. 14-06-200-4090R-1 (“Water Service Agreement”) and Renewal Contract 9-07-20-X0358 (“OM&R Agreement”) (collectively, “Renewal Agreements”).

WHEREAS, the United States has circulated the OM&R Agreement for a public comment period, which concluded on December 13, 2023.

WHEREAS, the United States has circulated the Water Service Agreement for a public comment period, which will conclude on January 15, 2024.

WHEREAS, the Renewal Agreements involve no increase in existing water service or contractual water allocations; no new construction, expansion, or any modification to the existing distribution system of the Agency or the Solano Project; nor any change in the source of water to be delivered, the area of its use, or the uses to which such supplies will be put.

WHEREAS, the action has been reviewed for compliance with the California Environmental Quality Act (CEQA) and it has been determined that the action is categorically exempt under CEQA Guidelines Section 15301 Existing Facilities, which provides for permitting, leasing, licensing of existing facilities involving negligible or no expansion of existing or former use.

WHEREAS, the Agency has reviewed the terms and conditions of the Renewal Agreements and finds the form and content thereof to be acceptable to the Agency.

NOW, THEREFORE, BE RESOLVED as follows:

1. The facts set forth in the recitals above and in the documents referenced therein are true and correct.

- 2. The Water Service Agreement in the form attached hereto as Exhibit A, presented to the Board, on file with the Secretary, and circulated for public comment by the United States is hereby approved.
- 3. The OM&R Agreement in the form attached hereto as Exhibit B, presented to the Board, on file with the Secretary, and circulated for public comment by the United States is hereby approved.
- 4. Following the conclusion of the United States’ public comment period for each Renewal Agreement, the Agency’s officers are authorized to execute those Agreements in substantially the same form as that attached hereto in Exhibits A and B.
- 5. Following execution of the Renewal Agreements, the Agency’s officers are authorized to execute renewals to the Participating Agency Agreement on substantially the same terms as those existing agreements, and consistent with the terms of Exhibit A and Exhibit B.
- 6. The Board directs staff to file a CEQA Notice of Exemption with the Solano County Clerk and the California State Clearinghouse.
- 7. The Agency’s officers, staff and consultants are further authorized and directed to do all things necessary and appropriate to carry out this Resolution and to ensure continued and uninterrupted water service to the Agency and its Participating Agencies under the Agreement.
- 8. A certified copy of this resolution shall be prepared and transmitted by the Agency’s Secretary to the United States Bureau of Reclamation.

I, CHRIS LEE, General Manager and Secretary to the Board of Directors of the Solano County Water Agency, do hereby certify that the foregoing resolution was regularly introduced, passed and adopted by said Board of Directors, at a regular meeting thereof held on the 11th day of January2024, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Solano Project, California

CONTRACT BETWEEN THE UNITED STATES
AND
SOLANO COUNTY WATER AGENCY

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Solano Project, California

CONTRACT BETWEEN THE UNITED STATES
AND
SOLANO COUNTY WATER AGENCY

1 THIS CONTRACT, made this ____ day of _____, _____, in pursuance
2 generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or supplementary
3 thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844), as amended and
4 supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956 (70
5 Stat. 483), June 21, 1963 (77 Stat. 68), and October 12, 1982 (96 Stat. 1262), as amended, all
6 collectively hereinafter referred to as the Federal Reclamation law, between THE UNITED
7 STATES OF AMERICA, hereinafter referred to as the United States, and the SOLANO
8 COUNTY WATER AGENCY, hereinafter referred to as the Agency, a political subdivision of
9 the State of California, duly organized, existing, and acting pursuant to the laws thereof, with its
10 principal place of business in the City of Vacaville, State of California,

11 WITNESSETH, That:

12 EXPLANATORY RECITALS

13 [1st] WHEREAS, on May 5, 1948, the Secretary of the Interior approved and adopted a
14 report on the Solano County Project, dated March 15, 1948, which was presented to the President
15 of the United States on November 11, 1948, and to the Congress on January 1, 1949, thereby
16 authorizing the Secretary of the Interior to construct the Project; and

17 [2nd] WHEREAS, the United States has constructed the Solano Project, hereinafter
18 referred to as the Project, for flood control and for the storage, diversion, carriage, distribution,

and beneficial use of water of the Putah Creek for the purpose of agricultural, municipal, industrial and domestic consumption, and other purposes; and

[3rd] WHEREAS, on March 7, 1955, the Agency and the United States entered into Contract No. 14-06-200-4090, which required the United States to furnish Project Water to the Agency to be delivered to various Participating Agencies of the Agency; and

[4th] WHEREAS, on February 28, 1999, the Agency and the United States entered into Contract No. 14-06-200-4090R, hereinafter “Existing Contract”, which required the United States to furnish Project Water to the Agency to be delivered to various Participating Agencies of the Agency for the period March 1, 1999, through February 29, 2024; and

[5th] WHEREAS, on October 30, 1992, the Agency and the United States entered into Contract No. 2-07-20-X0318, in anticipation of title transfer from the United States to the Agency of the major works of the Solano Project, and in anticipation of certain water rights for the Project being licensed by the State Water Resources Control Board, hereinafter SWRCB, in the name of the Agency and Participating Agencies; and

[6th] WHEREAS, in 2013, the SWRCB granted two water right licenses, L13876 (Permit 10657) and L13877 (Permit 10658), to the Agency (while the United States was named on the applications and permits of those rights prior to being licensed); Permit 10659 remains in the name of the United States, in the amount of 17,717 acre-feet; upon licensing, the Agency will also hold the water right on Application 12716 (Permit 10659); and

[7th] WHEREAS, as of the effective date of this Contract, title of the major works of the Solano Project remains with the United States; and

[8th] WHEREAS, on June 30, 2005, the Agency was deemed to have fully repaid the construction costs of the Project; and

[9th] WHEREAS, the Contracting Officer has determined that the Participating Agencies have for many years had the capability to fully utilize for reasonable and beneficial use of the water of the Project; and

[10th] WHEREAS, on June 2, 1999, the Contracting Officer and the Agency executed the Contract Between the United States and the Solano County Water Agency for Operation and Maintenance of Solano Project Works, with an effective date of March 1, 1999, through February 28, 2024, hereinafter “Existing O&M Contract”, which provided for the Agency and any of its subcontractors to continue the funding and performance of operations and maintenance of the Project; and

[11th] WHEREAS, the Agency has requested to renew the Existing Contract pursuant to Article 2(a) of the Existing Contract; and

[12th] WHEREAS, the United States has determined that the Agency to date has fulfilled all of its obligations under the Existing Contract; and

[13th] WHEREAS, the Agency and the United States intend for renewal of the Existing Contract to retain the status quo of the Existing Contract, despite certain water rights being licensed in the name of the Agency;

[14th] WHEREAS, the National Environmental Policy Act compliance requirement for execution of this Contract has been met by _____.

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is hereby mutually agreed by the parties hereto as follows:

DEFINITIONS

1. When used herein unless otherwise distinctly expressed, or manifestly incompatible with the intent hereof, the term:

(a) “Act” shall mean the Solano County Water Agency Act, being Chapter 573 of the 1989 Statutes of the State of California, as the same may hereafter be amended or re-enacted;

(b) “Administrative Charges” shall mean those Project costs, including overhead, reasonably incurred by the Contracting Officer in connection with, but not limited to: monitoring, administering, and negotiating a subsequent renewal and/or possible amendments or supplements to this Contract; maintaining water delivery and payment records; accounting for annual financial operations; activities associated with Project water rights, including but not limited to the State licensing process; and all costs, exclusive of capital (construction) costs, associated with all environmental or other reimbursable requirements, required to administer this Contract and provide for the continuation of furnishing of Project Water as intended herein;

(c) “Agency’s Service Area” shall mean the area to which the Agency is permitted to provide Project Water under this Contract identified in Exhibit “A”, which area and exhibit may be revised without amending this Contract if such revisions are acceptable to the Contracting Officer;

(d) “Available Supply” shall mean the quantity of Project Water the United States is authorized by applicable law, including, but not limited to, applicable provisions of California water law, the provisions of Project water right permits/licenses, and final decisions of the SWRCB or any Court which are binding on the United States, to make available to the Agency during each Year pursuant to this Contract. The Available Supply does not include the quantity of Project Water the Contracting Officer is required by applicable law to make available to some party other than the Agency, including the Napa County Flood Control and Water Conservation District, and/or is required by applicable law to allocate to a purpose or purposes

other than irrigation, municipal or industrial purposes. In addition, unless mutually agreed by the parties, in writing, the Available Supply during each Year shall not exceed the lesser of the total quantity of Project Water (i) stored in or that can be physically conveyed through Project facilities during that Year, or (ii) 207,350 acre-feet plus the amounts of any water stored from previous years pursuant to Article 4(c);

(e) “Calendar Year” shall mean the period from January 1 through December 31, both dates inclusive;

(f) “Contract Year” or “Year” shall mean the period from and including the first day of March of each Calendar Year through and including the last day of February of the following Calendar Year;

(g) “Contracting Officer” shall mean the Secretary of the United States Department of the Interior or his duly authorized representative;

(h) “Delivered Water” shall mean Project Water made available to the Agency and diverted at the point(s) of delivery approved by the Contracting Officer;

(i) “Eligible Lands” shall mean all lands to which Irrigation Water may be delivered in accordance with Section 204 of the RRA;

(j) “Excess Lands” shall mean all lands defined as excess in Section 204 of the RRA, other than those lands exempt from acreage limitation under Federal Reclamation law;

(k) “Ineligible Lands” shall mean all lands to which Irrigation Water may not be delivered in accordance with Section 204 of the RRA;

(l) “Irrigation Water” shall mean Delivered Water used to irrigate land primarily for the production of commercial agricultural crops or livestock, domestic and other uses that are incidental thereto;

(m) “M&I Water” shall mean Delivered Water used for municipal, industrial, and miscellaneous other purposes not falling under the definition of “Irrigation Water” or within another category of water use under an applicable Federal authority;

(n) “Participating Agency” shall mean any water district, reclamation district, irrigation district, water conservation district, municipality, flood control district, other public entity, city, or political subdivision of the state empowered by law to appropriate water and to deliver water to water users, the territory of which lies principally within Solano County, or any state agency, which Participating Agency enters into a contract with the Agency for (i) the repayment in whole or in part to the Agency or any other person, corporation, public agency, or the United States of any or all of the construction costs of the Project, (ii) the underwriting in whole or in part of any or all of those construction costs, (iii) the repayment in whole or in part to the Agency or any other person, corporation, public agency, or the United States of any or all of the cost of furnishing Project Water to the Agency or the underwriting in whole or in part of the cost, or (iv) the payment in whole or in part for Project Water to be furnished or sold to that Participating Agency by the Agency or the United States.

(o) “Project” shall mean the Solano Project, California, consisting of Monticello Dam and Reservoir, Putah Diversion Dam and Reservoir, and Putah South Canal, substantially as described and set forth in House Document No. 65, 81st Congress, 1st Session (the “Solano Project Report”);

(p) “Project Water” shall mean all water that is developed, diverted, stored, or delivered by the United States in accordance with the statutes authorizing the Project, regardless of whether the Agency or the United States holds legal title to the water rights, and in accordance with the terms and conditions of applicable water rights permits and licenses acquired by and/or issued to the Agency or the United States pursuant to California law which are now in effect and

as may in the future be modified. Project Water includes both Licensed Agency Water and Permitted United States Water;

(q) “Public Entity” shall mean States, political subdivisions or agencies thereof, and agencies of the federal government;

(r) “Secretary” or “Contracting Officer” shall mean the Secretary of the United States Department of the Interior or his duly authorized representative;

(s) “Licensed Agency Water” shall mean water in the name of the Agency under License 13876 (Permit 10657) and License 13877 (Permit 10658);

(t) “Permitted United States Water” shall mean Permit 10659 which remains in the name of the United States, in the amount of 17,717 acre-feet.

TERM OF CONTRACT – RIGHT TO USE OF WATER

2. This Contract shall be effective from March 1, 2024, and shall remain in effect through February 28, 2049. Upon request by the Agency, this Contract and each renewal thereof shall be renewed pursuant to the Act of July 2, 1956 (70 Stat. 483), and the Act of June 21, 1963 (77 Stat. 68); Provided, That the request for renewal is given no later than two (2) years prior to the date on which the then-existing contract expires; and Provided further, That the Contracting Officer determines the Agency has substantially complied with all the terms and conditions of the contract then in effect.

WATER TO BE MADE AVAILABLE AND DELIVERED TO THE AGENCY

3. (a) Subject to the terms and conditions of this Contract, and consistent with applicable State water right permits and licenses, the Agency is entitled to, and the Contracting Officer shall be obligated to make available to the Agency the Available Supply of water from the Project, including 17,717 acre-feet of Permitted United States Water. The quantity of Project

Water made available to the Agency in any Year shall be scheduled pursuant to the provisions of Article 4 and shall not exceed the quantity of Project Water the Agency intends to put to reasonable beneficial use within the Agency's Service Area or sell, transfer, or exchange pursuant to Article 8 during any Year.

(b) The Agency shall utilize the Delivered Water in accordance with all applicable requirements of any Biological Opinion addressing the execution of this Contract developed pursuant to Section 7 of the Endangered Species Act of 1973 as amended, and in accordance with such environmental documentation as may be required for specific activities.

(c) Subject to the terms and conditions of this Contract, the Agency's right pursuant to Federal Reclamation law and applicable State law to the beneficial use of water made available under and furnished pursuant to this Contract, and any subsequent renewal hereof, shall not be disturbed so long as the Agency fulfills all of its obligations under this and any subsequent contracts.

TIME FOR DELIVERY OF WATER

4. (a) By February 1 of each Calendar Year during the term of this Contract, the Agency shall submit to the Contracting Officer a written schedule, satisfactory to the Contracting Officer, showing the times and quantities of Project Water to be delivered to the Agency for Irrigation and M&I use during the upcoming Year.

(b) Said schedule shall indicate separately the amount of Irrigation Water, M&I Water, and the amount to cover conveyance canal losses, to be furnished by the United States during each month of the Year for which said schedule is submitted. The United States shall make all reasonable effort to furnish Project Water in accordance with said schedule, or any

revision thereof satisfactory to the Contracting Officer, submitted by the Agency within a reasonable time before the desired change of the time for delivery as nearly as may be feasible.

(c) In the event that in any Year during the term of this Contract the Agency notifies the Contracting Officer that any portion of the water that the Agency has scheduled pursuant to this Article 4, will not be used, then to the extent that storage space is available in Monticello Reservoir of the Project, the United States may, upon request of the Agency, withhold delivery of and store in Monticello Reservoir, for and on behalf of the Agency, any such unused quantities of water required to be made available and furnished by the United States pursuant to this Contract, such water shall thereafter be made available to the Agency in accordance with a schedule to be furnished by the Agency; Provided, That in the event any water is so stored and it becomes necessary to release water from Monticello Reservoir because of the lack of storage capacity or in the event that water spills from Monticello Reservoir, water so released or spilled shall, up to the amount stored for an on behalf of the Agency, be deemed the water stored for an on behalf of the Agency.

METHOD OF PAYMENT FOR CHARGES

5. (a) The Agency shall pay in advance to United States sufficient funds to cover any Administrative Charges associated with this Contract in any upcoming Year. In consultation with the Agency, Reclamation shall estimate the Administrative Charges and shall provide said estimate to the Agency in writing by January 1 of each Calendar Year. The Agency shall pay one-half of the estimated Administrative Charges for each Year by March 1 of each Calendar Year and the remaining one half by September 1 of each Calendar Year. At the Agency's request, the Contracting Officer shall provide to the Agency a quarterly statement summarizing

expenses incurred by the Contracting Officer in sufficient detail to allow the Agency to determine the disposition of the Administrative Charge.

(b) In the event that the United States undertakes improvements, modifications, and/or additions to the Project, which result in an increase of the capital costs of the Project, and the repayment of such cost is not expressly addressed in the statute authorizing such undertaking (for example, the Safety of Dams Act of November 2, 1978, as amended), under those circumstances, the United States and the Agency shall enter into a separate repayment contract, in accordance with Reclamation law, policy, and directives and standards existing at the time, and shall establish an appropriate repayment period which is sufficient to permit the United States to recover such additional capital costs from the Agency within that repayment period. Should additional capital work be approved for the Solano Project, Napa County Flood Control and Water Conservation District, hereinafter "District", shall only be responsible for its appropriate share of any additional capital costs associated with improvements and modifications to Project facilities used to store or deliver Project Water to said District. Improvements and modification to Project facilities not used to store or deliver Project Water to the District will be the responsibility of the Agency, its successors or assigns, as appropriate. The District's share of any future capital cost for the Project shall be based on its prorated share of the quantity of Project Water delivered from the Project.

(c) The parties acknowledge and agree that the efficient administration of this Contract is their mutual goal. Recognizing that experience has demonstrated that mechanisms, policies and procedures used for establishing rates and charges, and/or for making and allocated payments, other than those set forth in this Article could be in the mutual best interest of the parties, it is expressly agreed that the parties may enter into agreements for alternative

mechanisms, policies, and procedures for any of those purposes while this Contract is in effect without amending this Contract.

RECLAMATION REFORM ACT OF 1982

6. Subsections (a) and (b) of Section 213 of the Reclamation Reform Act of 1982 (96 Stat. 1269) shall apply to affected lands as a result of the Agency's full repayment of the reimbursable costs of the Project.

POINT OF DELIVERY AND
RESPONSIBILITY FOR DISTRIBUTION OF WATER

7. (a) The Project Water to be furnished to the Agency pursuant to this Contract shall be made available to the Agency at the headworks of the Putah South Canal at the Putah Diversion Dam, and any additional point or points of delivery either on Project facilities or another location or locations mutually agreed to in writing by the Contracting Officer and the Agency, which writing shall also address measuring points and obligations for any additional location or locations.

(b) Irrigation Water furnished to the Agency pursuant to this Contract shall be delivered by the Agency to its Participating Agencies in accordance with applicable land classification provisions of Federal Reclamation law and the associated regulations. The Agency shall not deliver Project Water to land outside the Agency's Service Area unless approved by the Contracting Officer.

(c) All Delivered Water shall be measured and recorded with existing equipment furnished and installed by the Contracting Officer, and operated, maintained, and replaced, as necessary, by the Agency, at the headworks of the Putah South Canal. Upon the request of the Contracting Officer, the Agency shall investigate the accuracy of such measurements and shall take any necessary steps to adjust any errors appearing therein.

(d) M&I Water delivered to Participating Agencies that receive exclusively M&I Water will be measured by the Agency at the points of delivery to each of said Participating Agency. All M&I Water delivered to Participating Agencies that receive both M&I Water and Irrigation Water is measured by each of these Participating Agencies at the point(s) of delivery to each of the Participating Agency's customers of said class of water. Where necessary, as conclusively determined by the Contracting Officer, the Agency will install measuring equipment at turnouts along the Putah South Canal; Provided, That upon the request of the United States, the Agency shall investigate the accuracy of all measuring equipment, installed by the Agency and its Participating Agencies, to determine the amounts of M&I Water used, and shall adjust, at the Agency's expense, any errors disclosed by such investigation. The Agency shall provide the United States with access to all such measuring equipment to permit it to determine the accuracy thereof. The Agency shall maintain records satisfactory to the Contracting Officer of the amount of M&I Water furnished.

(e) The Agency shall advise the Contracting Officer on or before the 15th calendar day of each month of the total quantity of Delivered Water taken during the preceding month, and the quantity of such water taken as M&I Water.

(f) The United States shall not be responsible for the control, carriage, handling, use, disposal, or distribution of water, which may be furnished hereunder, outside the facilities then being operated and maintained by the United States. The Agency and Participating Agencies shall hold harmless the United States, its officers, agents and employees from legal liability for damages of any nature whatsoever arising out of any actions or omissions by the Agency, its officers, agents and employees related to the control, carriage, handling, use, or disposal or distribution of water outside the facilities operated and maintained by the United

States, unless provided for in any Operations and Maintenance contract between the Contracting Officer and the Agency.

MEASUREMENT OF WATER WITHIN THE PARTICIPATING AGENCIES

8. (a) The Agency and all Participating Agencies have established a measurement program satisfactory to the Contracting Officer. The Agency shall ensure all Irrigation Water delivered within each of the Participating Agency's service areas is measured at each agricultural turnout and all M&I Water delivered within each of the Participating Agency's service areas is measured at each municipal and industrial service connection. All water measuring devices or water measuring methods of comparable effectiveness must be acceptable to the Contracting Officer. The Participating Agencies shall be responsible for installing, operating, and maintaining and repairing all such measuring devices and implementing all such water measuring methods at no cost to the United States. The Participating Agencies shall use the information obtained from such water measuring devices or water measuring methods to ensure proper management of the water; to bill water users for water delivered by the Participating Agency; and, if applicable, to record water delivered for M&I purposes by customer class as defined in its water conservation plan. Nothing herein contained, however, shall preclude any Participating Agency from establishing and collecting any charges, assessments or other revenues authorized by California law. The Agency shall also include a summary of each of the Participating Agency's annual surface water deliveries in the annual report described in Article 13(c).

(b) All new surface water delivery systems installed within any Participating Agency's service area after the effective date of this Contract shall comply with the measurement provisions described in subdivision (a) of this Article.

(c) The Agency shall inform the Contracting Officer and the State of California in writing by April 30 of each Year of the monthly volume of surface Project and non-Project Water delivered by the Agency within the Agency's Service Area during the previous Year.

(d) The Agency shall be responsible for ascertaining and reporting to the Contracting Officer the amount of Irrigation Water or M&I Water delivered each Year.

TRANSFERS OR EXCHANGES OF WATER

9. The right to Project Water provided for in this Contract may only be sold, transferred, or exchanged with the prior written approval of the Contracting Officer and, to the extent required by law, completed consultation pursuant to Section 7 of the Federal Endangered Species Act of 1973 as amended, and only if authorized by other applicable Federal laws, State laws, and applicable guidelines or regulations then in effect. Notwithstanding the foregoing, the Agency shall have the right, in accordance with the Agency's contracts with Participating Agencies, to transfer allocations of Project Water among Participating Agencies for use within the Agency's Service Area without prior consent by or notice to the Contracting Officer, as long as the transfer is in accordance with all applicable requirements of any Biological Opinion for this Contract. Without the prior approval of the Contracting Officer and completed consultation under Section 7 of the Endangered Species Act of 1973 as amended, the right to Project Water provided for in this Contract may not be sold, transferred, or exchanged outside the Agency's Service Area.

TEMPORARY REDUCTIONS – RETURN FLOWS

10. (a) Subject to: (i) the authorized purposes and priorities of the Project; and (ii) the obligations of the United States under existing contracts, or renewals thereof, providing for

water deliveries from the Project, the Contracting Officer shall make all reasonable efforts to optimize Project Water deliveries to the Agency as provided in this Contract.

(b) The United States may temporarily discontinue or reduce the quantity of Project Water to be delivered to the Agency as herein provided for the purposes of investigation, inspection, maintenance, repair, or replacement of any of the Project facilities or any part thereof necessary for the delivery of Project Water to the Agency, but so far as feasible the Contracting Officer will give the Agency due notice in advance of such temporary discontinuance or reduction, except in case of emergency, in which case no notice need be given: Provided, That the United States shall use its best efforts to avoid any discontinuance or reduction in such service. Upon resumption of service after such reduction or discontinuance, and if requested by the Agency, the United States will, if possible, deliver the quantity of Project Water, which would have been delivered hereunder in the absence of such discontinuance or reduction.

(c) The United States reserves the right to all seepage and return flow water derived from water delivered to the Agency hereunder, which escapes or is discharged beyond the boundaries of the Agency: Provided, That this shall not be construed as claiming for the United States any right to groundwater recharge within the Agency's Service Area subject to the limitation of Article 11, seepage or return flow being put to reasonable and beneficial use pursuant to this Contract within the Agency's Service Area by the Agency or those claiming by, through, or under the Agency.

UNAVOIDABLE GROUND-WATER PERCOLATION

11. The Agency shall not be deemed to have furnished Irrigation Water to Excess Lands or Ineligible Lands within the meaning of this Contract if such lands are irrigated with

groundwater that reaches the underground strata as an unavoidable result of the furnishing of Irrigation Water by the Agency to Eligible Lands.

SEVERABILITY

12. In the event that a person or entity, who is neither (i) a party to a Project contract nor (ii) a person or entity that received Project Water from a party to a Project contract, nor (iii) an association or other form of organization whose primary function is to represent parties to Project contracts, brings an action in a court of competent jurisdiction challenging the legality of enforceability of a provision included in this Contract and said person, entity, association, or organization obtains a final court decision holding that such provision is legally invalid or unenforceable, and the Agency has not intervened in that lawsuit in support of the plaintiff(s), the parties to this Contract shall use their best efforts to (i) within thirty (30) days of the date of such final court decision identify by mutual agreement the provisions in this Contract which must be revised, and (ii) within three (3) months thereafter promptly agree on the appropriate revision(s). The time periods specified above may be extended by mutual agreement of the parties. Pending the completion of the actions designated above, to the extent it can do so without violating any applicable provision of law, the United States shall continue to make the quantities of Project Water specified in this Contract available to the Agency pursuant to the provisions of this Contract, which were not found to be legally invalid or unenforceable in the final court decision.

AGENCY TO PAY CERTAIN MISCELLANEOUS COSTS

13. In addition to other payments to be made by the Agency pursuant to this Contract, the Agency shall pay to the United States, within sixty (60) days after receipt of a bill and detailed statement submitted by the Contracting Officer to the Agency for such specific items of

direct cost incurred by the United States for work requested by the Agency associated with this Contract plus a percentage of such direct costs for administrative and general overhead in accordance with applicable Bureau of Reclamation policy and procedures. All such amounts referred to in this Article shall not exceed the amount agreed to in writing in advance by the Agency. This Article shall not apply to costs for routine contract administration.

WATER CONSERVATION

14. (a) Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this contract, the Contractor shall develop a water conservation plan, as required by subsection 210(b) of the Reclamation Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and Regulations).

The parties acknowledge that, as of the date of execution of this Contract, the Agency and each of the Participating Agencies that is obligated to do so have developed and are implementing water conservation plans (i) which contain definite water conservation goals, appropriate economically feasible water conservation measures, and a time schedule for meeting the water conservation goals, (ii) which meet or exceed (a) the requirements of Federal law and (b) the criteria entitle "U.S. Bureau of Reclamation, California Great Basin Regional Criteria for Evaluating Water Management Plans," and (iii) and which shall be updated at least every five (5) years.

(b) The Agency shall, promptly upon its adoption, submit to the Contracting Officer a copy of any material revision to its water conservation plan or to a water conservation plan of a Participating Agency.

(c) The Agency shall submit to the Contracting Officer by February 15, of each Calendar Year, a report of the status of implementation of its water conservation plan and implementation of the water conservation plans of each of the Participating Agencies.

(d) (1) If at any time the Contracting Officer concludes that the Agency or a Participating Agency's water conservation plan does not substantially conform to the requirements of Federal law or rules or regulations promulgated by the Contracting Officer pursuant to Federal law, then the Agency and/or each Participating Agency shall amend their respective water conservation plans as necessary to meet the requirements of such law, rule, or regulation.

(2) If at any time the Contracting Officer concludes that the Agency or Participating Agency's water conservation plan is materially inconsistent with any water conservation criteria adopted by the Contracting Officer pursuant to Reclamation law then in effect, the Contracting Officer shall promptly notify the Agency or Participating Agency of his conclusion and the reasons for it. Thereafter, the Contracting Officer and the Agency or Participating Agency shall promptly confer for the purpose of reaching agreement as to any changes that will be made to the water conservation plan in light of such criteria.

WATER ACQUIRED BY THE AGENCY
OTHER THAN FROM THE UNITED STATES

15. Water or water rights now owned or hereafter acquired by the Agency other than from the United States and Irrigation Water furnished pursuant to the terms of this Contract may be simultaneously transported through the same distribution facilities of the Agency subject to the following: (i) if the facilities utilized for commingling Irrigation Water and non-Project water were constructed without funds made available pursuant to Federal Reclamation law, the provisions of Federal Reclamation law will be applicable only to the landholders of lands, which receive Irrigation Water; (ii) the eligibility of land to receive Irrigation Water must be established through the certification requirements as specified in the Acreage Limitation Rules and Regulations (43 CFR Part 426); (iii) the water requirements of eligible lands within the Agency's

Service Area can be established, and the quantity of Irrigation Water to be utilized is less than or equal to the quantity necessary to irrigate such eligible lands; and (iv) the facilities utilized for commingling Irrigation Water and non-Project water are constructed with funds made available pursuant to Federal Reclamation law, the non-Project water will be subject to Federal Reclamation law.

EXISTING OR AQUIRED WATER OR WATER RIGHTS

16. Except as specifically provided in Article 15 of this Contract, the provisions of this Contract shall not be applicable to or affect any water or water rights now owned or hereafter acquired by the Agency or any user of such water within the Agency's Service Area from other than the United States. Any such water shall not be considered Project Water under this Contract. In addition, this Contract shall not be construed as limiting or curtailing any rights, which the Agency or any water user within the Agency's Service Area acquires or has available under any other contract pursuant to the Federal Reclamation law.

TITLE TO REMAIN IN THE NAME OF THE UNITED STATES

17. Title to all of the Project works constructed by the United States shall be and remain in the name of the United States until otherwise provided by the Congress, notwithstanding the transfer of any such works to the Agency or other non-Federal entity for operation, maintenance, and replacement.

CONTRACTS BETWEEN AGENCY AND PARTICIPATING AGENCIES

18. Prior to the delivery of Project Water under this Contract to a Participating Agency, the Agency shall enter into a contractual relationship with the Participating Agency, which shall provide that the terms thereof are subject to the terms of this Contract. Currently the Agency has contracts with the following Participating Agencies: the California Department of

Corrections; the Cities of Fairfield, Suisan City, Vacaville, and Vallejo; the Maine Prairie Water District, the Solano Irrigation District, and the University of California; which contracts provide for a right to renewal upon renewal of the Existing Contract.

CONDITIONS UPON DELIVERY OF WATER BY THE UNITED STATES
FROM THE PROJECT

19. The Agency shall be the exclusive party through which the United States furnishes Project Water by contract to water users within the territorial jurisdiction of the Agency.

PROTECTION OF WATER AND AIR QUALITY

20. (a) The Agency, without expense to the United States, will care for, operate and maintain transferred works in a manner that preserves the quality of the water at the highest feasible level as determined by the Contracting Officer.

(b) The United States does not warrant the quality of the water delivered to the Contractor and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the Contractor.

(c) The Agency will comply with all applicable water and air pollution laws and regulations of the United States and the State of California; and will obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water by the Contractor; and will be responsible for compliance with all Federal, State, and local water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of Federal or Contractor facilities or project water provided by the Agency within its Project Water Service Area.

(d) This article will not affect or alter any legal obligations of the Secretary to provide drainage or other discharge services.

(e) The Contracting Officer shall continue to cooperate with the Agency on programs and projects to improve the quality of water delivered by the Project including, but not limited to, measures to control erosion, sedimentation, and pollutants in the watershed of Monticello Reservoir.

COMPLIANCE WITH FEDERAL RECLAMATION LAW

21. The parties agree that the delivery of irrigation water or use of Federal facilities pursuant to this Contract is subject to Federal Reclamation law, including but not limited to the

Reclamation Reform Act of 1982 (43 U.S.C. 390aa et seq.), as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal Reclamation law.

CONSTRAINTS ON THE AVAILABILITY OF WATER

22. (a) In its operation of the Project, the Contracting Officer will use all reasonable means to guard against a condition of shortage in the quantity of water to be made available to the Contractor pursuant to this Contract. In the event the Contracting Officer determines that a condition of shortage appears probable, the Contracting Officer will notify the Contractor of said determination as soon as practicable.

(b) If there is a condition of shortage because of inaccurate runoff forecasting or other similar operational errors affecting the Project; drought and other physical or natural causes beyond the control of the Contracting Officer; or actions taken by the Contracting Officer to meet current and future legal obligations, then no liability shall accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom.

(c) No liability shall accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising from the filing or the pursuit of the petition that the Contract Officer has filed with the SWRCB, as referred to in Article 3(c), to amend the Solano Project water rights to address the Project's obligation to release water into Putah Creek for public trust resources; Provided, Such petition is reasonable in light of the respective obligations of the parties pursuant to this Contract and is consistent with Article 22(b) and (c), above.

CHARGES FOR DELINQUENT PAYMENTS

23. (a) The Agency shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Agency shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, the Agency shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the Agency shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The Agency shall also pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest rate charged shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue

payments, or the interest rate of 0.5 percent per month. The interest charged will be determined as of the due date and remain fixed for the duration of the delinquent period.

(c) When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

EQUAL EMPLOYMENT OPPORTUNITY

24. During the performance of this Contract, the Agency agrees as follows:

(a) The Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The Agency will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the Agency's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Agency will comply with all provision of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Agency will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the Agency's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Agency may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Agency will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Agency will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Agency may request the United States to enter into such litigation to protect the interests of the United States.

GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

25. (a) The obligation of the Agency to pay the United States as provided in this Contract is a general obligation of the Agency notwithstanding the manner in which the obligation may be distributed among the Agency's water users and notwithstanding the default of individual water users in their obligation to the Agency.

(b) The payment of charges becoming due pursuant to this Contract is a condition precedent to receiving benefits under this Contract. The United States shall not make water available to the Agency through Project facilities during any period in which the Agency is in arrears in the advance payment of water rates due to the United States. The Agency shall not deliver water under the terms and conditions of this Contract for lands or parties that are in arrears in the advance payment of water rates as levied or established by the Agency.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

26. (a) The Agency shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(b) These statutes prohibit any person in the United States from being excluded from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this Contract, the Agency agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(c) The Agency makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Agency by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Agency recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article and that the United States reserves the right to seek judicial enforcement thereof.

(d) Complaints of discrimination against the Contractor shall be investigated by the Contracting Officer's Office of Civil Rights.

CERTIFICATION OF NONSEGREGATED FACILITIES

27. The Contractor hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, disability, or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal

Employment Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

PRIVACY ACT COMPLIANCE

28. (a) The Agency shall comply with the Privacy Act of 1974 (Privacy Act) (5 U.S.C. § 552a) and the Department of the Interior rules and regulations under the Privacy Act (43 C.F.R. § 2.45, et seq.) in maintaining landholder certification and reporting records, required to be submitted to the Agency for compliance with section 206s, 224(c), and 228 of the Reclamation Reform Act of 1982 (43 U.S.C. §§ 390ff, 390ww, and 390zz), and pursuant to 43 C.F.R. 426.18.

(b) With respect to the application and administration of the criminal penalty provisions of the Privacy Act (5 U.S.C. § 552a(i)), the Agency and the Agency's employees who are responsible for maintaining the certification and reporting records referenced in (a) above are considered to be employees of the Department of the Interior. See 5 U.S.C. § 552a(m).

(c) The Contracting Officer or a designated representative shall provide the Agency with current copies of the Department of the Interior Privacy Act regulations and the Bureau of Reclamation Federal Register Privacy Act System of Records Notice (Interior/WBR-31, Acreage Limitation) which govern the maintenance, safeguarding, and disclosure of information contained in the landholder's certification and reporting records.

(d) The Contracting Officer shall designate a full-time employee of the Bureau of Reclamation to be the System Manager responsible for making decisions on denials pursuant to 43 C.F.R. §§ 2.61 and 2.64 and amendment requests pursuant to 43 C.F.R. § 2.72. The Agency is authorized to grant requests by individuals for access to their own records.

(e) The Agency shall forward promptly to the System Manager each proposed denial of access under 43 C.F.R. § 2.64 and each request for amendment of records filed under 43 C.F.R. § 2.71; notify the requester accordingly of such referral; and provide the System Manager with information and records necessary to prepare an appropriate response to the requester. These requirements do not apply to individuals seeking access to their own certification and reporting forms filed with the Agency pursuant to 43 C.F.R. § 426.18 unless the requester elects to cite the Privacy Act as authority for the request.

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

29. The expenditure or advance of any money or the performance of any obligation of the United States under this Contract shall be contingent upon appropriation or allotment of funds. Absence of appropriate or allotment of funds shall not relieve the Agency from any obligations under this Contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

BOOKS, RECORDS, AND REPORTS

30. (a) The Agency shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Contract, including the

Agency's financial transactions; water supply data; Project operation, maintenance, and replacement logs; Project land and rights-of-way use agreements; the water users' land-use (crop census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this Contract shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this Contract.

(b) Notwithstanding Article 28(a) above, the Agency may meet its obligation as set forth in Article 28(a) above through delegation to any Participating Agency.

ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

31. (a) The provisions of this Contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein by either party shall be valid until approved in writing by the other party.

(b) Unless directed by law to the contrary, no assignment or transfer of this Contract or any right or interest therein by the Contracting Officer shall be valid until approved in writing by the Agency.

OFFICIALS NOT TO BENEFIT

32. No Member of or Delegate to Congress, Resident Commissioner, or official of the Agency shall benefit from this Contract other than as a water users or landowner in the same manner as other water users or landowners.

CHANGES IN AGENCY'S ORGANIZATION

33. While this Contract is in effect, no change may be made in the Agency's organization, by inclusion or exclusion of lands or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or the Agency under this Contract including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

CONFIRMATION OF CONTRACT

34. Promptly after the execution of this Contract, the Agency will provide to the Contracting Officer a certified copy of a final decree of a court of competent jurisdiction in the State of California, confirming the proceedings on the part of the Contractor for the authorization of the execution of this Contract. This Contract will not be binding on the United States until the Contractor secures a final decree.

694 NOTICES

695 35. Any notice, demand, or request authorized or required by this Contract shall be
696 deemed to have been given, on behalf of the Agency, when mailed, postage prepaid, or delivered
697 to the Area Manager, Central California Area Office, Bureau of Reclamation, 7794 Folsom Dam
698 Road, Folsom, California 95630-1799, on behalf of the United States, when mailed, postage
699 prepaid, or delivered to the Manager, Solano County Water Agency, 508 Elmira Road,
700 Vacaville, California 95687. The designation of the addressee or the address may be changed by
701 notice given in the same manner as provided in this article for other notices.

702 MEDIUM FOR TRANSMITTING PAYMENTS

703 36. (a) All payments from the Contractor to the United States under this contract
704 shall be by the medium requested by the United States on or before the date payment is due. The
705 required method of payment may include checks, wire transfers, or other types of payment
706 specified by the United States.

707 (b) Upon execution of the contract, the Contractor shall furnish the
708 Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose
709 for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising
710 out of the Contractor's relationship with the United States.

711 CONTRACT DRAFTING CONSIDERATIONS

712 37. This Contract has been negotiated and reviewed by the parties hereto, each of
713 whom is sophisticated in the matters to which this Contract pertains. The double-spaced Articles
714 of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party
715 shall be considered to have drafted the stated articles. Single-spaced articles are standard articles
716 pursuant to Reclamation policy.

717 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year
718 first above written.

719 THE UNITED STATES OF AMERICA

720 By: _____
721 Regional Director, California Great Basin
722 Bureau of Reclamation

723 (SEAL) SOLANO COUNTY WATER AGENCY

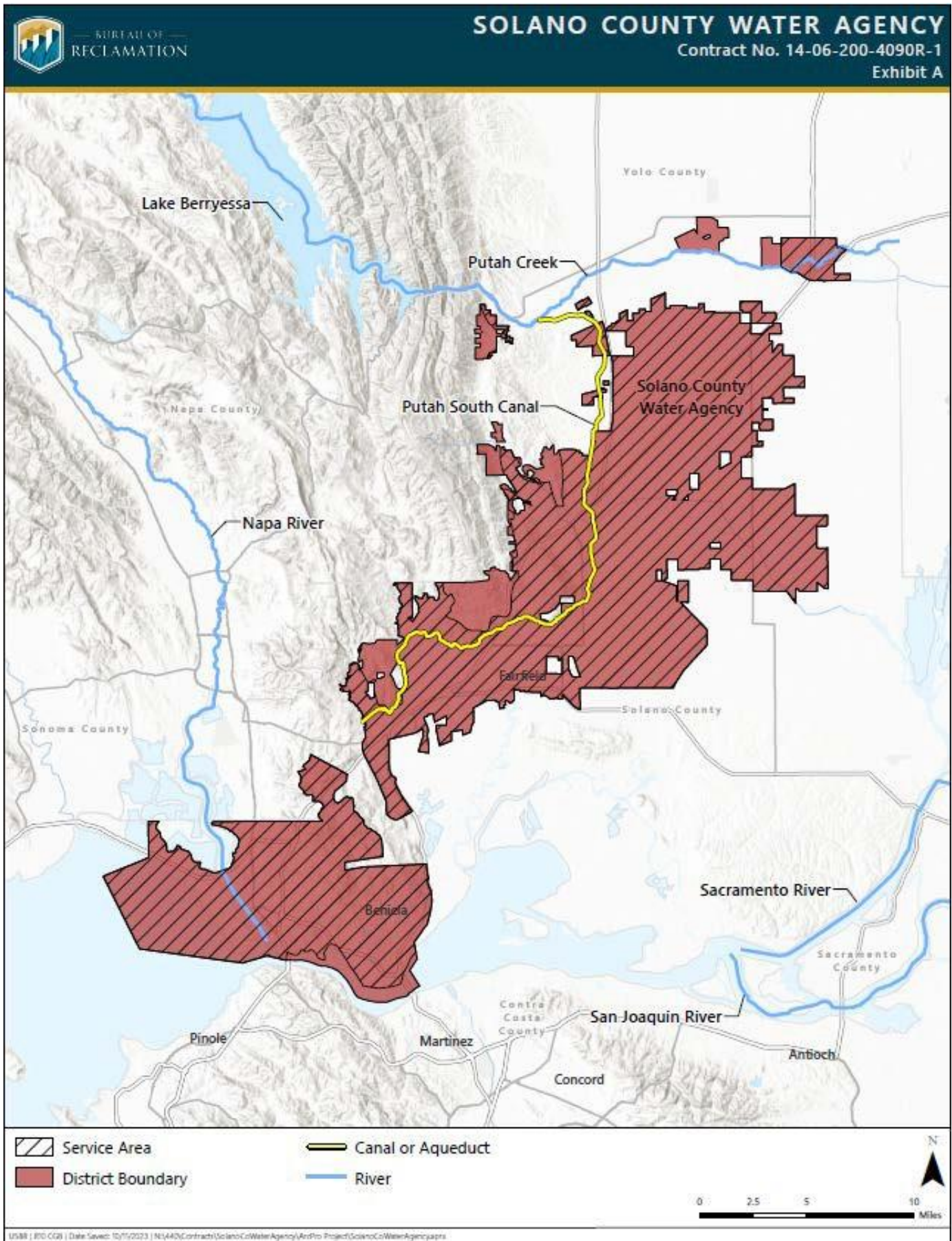
724 By: _____

725 Title: _____

726 Attest:

727 By: _____
728 Secretary

EXHIBIT A



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Solano Project, California

CONTRACT BETWEEN THE UNITED STATES
AND THE SOLANO COUNTY WATER AGENCY
FOR
OPERATION AND MAINTENANCE OF SOLANO PROJECT WORKS

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CONTRACT BETWEEN THE UNITED STATES
AND THE SOLANO COUNTY WATER AGENCY
FOR
CONSTRUCTION AND MAINTENANCE OF SOLANO PROJECT

WITNESSETH, That:

[2nd] WHEREAS, on March 7, 1955, the Agency and the United States entered into Contract No. 14-06-200-4090, which required the United States to furnish Project Water to the

Agency to be delivered to various Participating Agencies of the Agency for agricultural and municipal and industrial uses within Solano County; and

[3rd] WHEREAS, Contract No. 14-06-200-4090 also transferred to the Agency the responsibility for operation, maintenance, and replacement (OM&R) of the Putah South Canal upon completion of construction of the Solano Project; and

[4th] WHEREAS, on February 28, 1999, the Agency and the United States entered into Contract No. 14-06-200-4090R, which required the United States to furnish Project Water to the Agency to be delivered to various Participating Agencies of the Agency for the period March 1, 1999, through February 29, 2024; and

[5th] WHEREAS, the Agency and the United States have negotiated Contract No. 14-06-200-4090R-1, which requires the United States to furnish Project Water to the Agency to be delivered to various Participating Agencies of the Agency for the period March 1, 2024, through February 28, 2049; and

[6th] WHEREAS, since May 1, 1959, the Solano Irrigation District, hereinafter “District”, a Participating Agency with the Agency has been performing the OM&R of Putah South Canal pursuant to a contract with the Agency, which contract expires on February 28, 2024, with this renewal comes the continuation of the delegated OM&R of all Project Works Transferred for Operations and Maintenance through the term of and as authorized by this Contract; and

[7th] WHEREAS, the District has been responsible for OM&R of certain additional Project works since March 1981, pursuant to Contract No. 7-07-20-X0347 with the United States; and

[8th] WHEREAS, the Solano Project headquarters complex consisting of two houses and a combination office, and equipment storage building was transferred to the District pursuant to Contract No. 1-07-20-X1088 to facilitate the OM&R by the District of the facilities proposed to be transferred herein and said contract remains in full force and effect; and

[9th] WHEREAS, on June 2, 1999, the Agency and the United States entered into the “Contract Between the United States and the Solano County Water Agency for Operation and Maintenance of Solano Project Works”, Contract No. 9-07-20-X0358 with an effective date of March 1, 1999, through February 28, 2024, hereinafter “Existing OM&R Contract”, which provided for the Agency and any of its subcontractors to continue the funding and performance of operations and maintenance of the Project; and

[10th] WHEREAS, the Agency requested initiation of the renewal process for the continued OM&R of the Project Works Transferred for Operations and Maintenance under Contract No. 9-07-20-X0358, verbally on January 12, 2022, and by letter dated June 21, 2022 _____; and

[11th] WHEREAS, the Agency has demonstrated its ability to OM&R the Project Works Transferred for Operations and Maintenance to the satisfaction of the United States and in the manner which best and most economically serves the water users relying on those facilities; and

[12th] WHEREAS, it is deemed to be in the best interest of the Parties and the Project’s water users that the continued OM&R, as well as certain administrative and financial activities, of the Project Works Transferred for Operations and Maintenance continue to be transferred to the Agency by renewing this Contract; and

[13th] WHEREAS, the United States also believes it to be in the best interest of the Parties and the Project’s water users to continue to transfer to the Agency the financial

responsibility to continue to fund the District's OM&R of the Project Works Transferred for Operations and Maintenance while the United States retains the responsibility to fund the capital costs, which may be reimbursable or non-reimbursable, of the Project Works Transferred for Operations and Maintenance, pursuant to Federal Reclamation law; and

[14th] WHEREAS, the Agency is willing to sub-contract to the District the responsibility for the physical OM&R of the Project Works Transferred for Operations and Maintenance and assume the responsibility to perform the enumerated financial activities in accordance with the terms and conditions herein set forth; and

[15th] WHEREAS, the National Environmental Policy Act compliance requirement for execution of this Contract has been met by _____. NOW, THEREFORE, in consideration of the covenants herein contained, the Parties agree as follows:

DEFINITIONS

1. When used herein, solely for the purposes of this Agreement, unless otherwise distinctly expressed or manifestly incompatible with the intent hereof, the term:

(a) "Administrative Charges" shall mean those Project cost, including overhead, reasonably incurred by the Contracting Officer in connection with, but not limited to: monitoring, administering, and negotiating a subsequent renewal and/or possibly amendment or supplements to this Contract; accounting for annual operations; and all costs associated with all environmental requirements necessary to administer this Contract and provide for the continuation of OM&R as intended herein;

(b) "Agency" shall mean Solano County Water Agency, organized under special legislation of the State of California.

(c) “Calendar Year” shall mean the period January 1 through the following December 31, both dates inclusive.

(d) “Fiscal Year” shall mean the period from and including the first day of October of each Calendar Year through and including the last day of September of the following Calendar Year.

(e) “Operation, Maintenance, and Replacement” or “OM&R” shall mean the complete operation and maintenance of the Project Works Transferred for Operations and Maintenance (as defined below), including such repairs and replacements as normally considered part of annual OM&R functions, and shall include the performance of emergency or unusual OM&R of extraordinary repair or replacement costs, and betterment costs.

(f) “Project” shall mean the Solano Project constructed by the United States and consisting of Monticello Dam and Lake Berryessa, Putah Diversion Dam and Lake Solano, the Putah South Canal, the headworks of the Putah South Canal, Parshall Flume at Milepost 0.18 of the Putah South Canal, and Terminal Dam and Reservoir.

(g) “Non-Project water” shall mean water other than water conveyed or delivered pursuant to the Water Delivery Contract (as the term is defined below) which the United States has a legal or contractual obligation to store, convey or and/or deliver through the Project Works Transferred for Operations and Maintenance. Non-Project water includes, without limitation, water to be stored in or conveyed through the Project Works Transferred for Operations and Maintenance (1) pursuant to contracts authorized under the Warren Act (43 USC 523, et seq.), as may be amended or supplemented; (2)

under any other storage/wheeling or conveyance agreements which may now or in the future be binding on the Secretary (as that term is defined below); and (3) to satisfy other legally imposed obligations of the Secretary.

(h) “Participating Agency” shall mean any county water district, reclamation district, irrigation district, water conservation district, municipality, flood control district, other public entity, city, or political subdivision of the state empowered by law to appropriate water and to deliver water to water users, the territory of which lies principally within Solano County, or any state agency, which Participating Agency enters into a contract with the Agency for (i) the repayment in whole or in part to the Agency or any other person, corporation, public agency, or the United States of any or all of the construction costs of the Project, (ii) the underwriting in whole or part of any or all of those construction costs, (iii) the repayment in whole or in part to the Agency or any other, person, corporation, public agency, or the United States of any or all of the cost of furnishing Project Water to the Agency or the underwriting in whole or in part of the cost, or (iv) the payment in whole or in part for Project Water to be furnished or sold to that Participating Agency by the Agency or the United States.

(i) “Party Entitled to Utilize Or Receive Non-Project Water” shall mean the party required to pay the Agency the amounts described in Article 7 hereof for the storage, conveyance and/or delivery of Non-Project Water through the Project Works Transferred for Operations and Maintenance.

(j) “Project Works Transferred for Operations and Maintenance” shall mean Monticello Dam, Putah Diversion Dam, the headworks of the Putah South Canal, Putah

South Canal, and the Parshall Flume located at Milepost 0.18 of the Putah South Canal, and Terminal Dam and Reservoir, and all Federal lands or real property immediately adjacent to Project Works Transferred for Operations and Maintenance downstream of the log-boom across Lake Berryessa above Monticello Dam excluding the recreation area at the upper end of Lake Solano.

(k) “Secretary” or “Contracting Officer” shall mean the Secretary of the United States Department of the Interior or his/her duly authorized representative.

(l) “Water Delivery Contract” shall mean Contract No. 14-06-200-4090R-1, as that contract has been renewed and as it may be further amended or renewed during the term of this Contract.

TERM OF CONTRACT-RIGHT TO RENEW

2. (a) This Contract shall become effective on March 1, 2024, and shall remain in effect through February 28, 2049; Provided, that this Contract is not terminated at an earlier date pursuant to Article 2(b) below; or Provided further, this Contract is immediately terminated upon the expiration or termination of the Water Delivery Contract.

(b) The Contracting Officer may terminate this Contract at any time before the expiration of its term whenever the Contracting Officer determines that the Agency is in substantial violation of this Contract; Provided, that prior to the effective date of any such termination, the Contracting Officer shall first notify the Agency in writing of the reason for the proposed termination, including with specificity, the purported deficiencies of the Agency in carrying out the terms and conditions of this Contract. Such notice of purported deficiency shall be issued only after the designated representative of the Agency has met with the Contracting

Officer to attempt in good faith and with the use of best efforts to resolve any dispute arising from the purported deficiency. It is in the intent of the parties that disputes be resolved pursuant to this Article 2(b) as expeditiously as is reasonably possible without the necessity of other relief at law or in equity. If after the designated representative of the Agency has met with the Contracting Officer or his or her designated representative and attempt in good faith and with the use of best efforts to resolve any dispute arising from the purported deficiency an agreement is not reached, the Contracting Officer may issue a notice of proposed termination, which includes the specific deficiencies of the Agency's performance under this Contract. The Agency shall have at least ninety (90) days from the receipt of the written notice of proposed termination to correct all deficiencies referred to in said written notice; Provided, that in the event of a condition which threatens the safety or integrity of the Project Works Transferred for Operations and Maintenance, the Contracting Officer may specify a shorter notice period which the Contracting Officer determines to be appropriate under the circumstances. In the event the Agency does not correct all deficiencies referred to in said written notice within the applicable period, the Contracting Officer may thereafter terminate this Contract upon thirty (30) days prior written notice to the Agency. Any termination pursuant to this Article shall be subject to the rights and obligations of the parties as more specifically set forth in this Contract.

(c) The Agency may at any time, upon giving twelve (12) months written notice, terminate this Contract; Provided, that such termination shall not relieve the Agency of any of its duties, liabilities or obligations accruing from the date of this Contract to the date of such termination.

(d) Upon any termination of this Contract, the United States will take over from the Agency the care and OM&R of the Project Works Transferred for Operations and Maintenance; and the Agency shall transfer to the United States (1) title to all tools, vehicles, supplies, and equipment transferred under the Existing OM&R Agreement to the Agency (to the extent still on hand) for the purposes of this Contract, or purchased by the Agency to replace tools, vehicles, supplies, and equipment so transferred, and (2) any funds in its possession which were collected for, or allocated to, the OM&R of the Project Works Transferred for Operations and Maintenance. All other funds and reserves in the Agency's possession, including without limitation all other funds collected for, or allocated to, the OM&R of the Project Works Transferred for Operations and Maintenance and the reserve funds established under Article 17 hereof shall be retained or distributed by the Agency in accordance with the direction of the Agency's board of directors.

(e) A contract review must be performed at least every fifteen (15) years. A more frequent review will be established if determined to be appropriate by the Contracting Officer. The review and update will be limited to focus on this Contract's standard articles and incorporation of any new statutory requirements applicable to this Contract.

OPERATION, MAINTENANCE, AND REPLACEMENT OF TRANSFERRED WORKS

3. (a) Upon substantial completion of transferred works, or as otherwise determined by the Contracting Officer, and following written notification, the operation, maintenance, and replacement responsibilities for any or all of those works may be transferred to the Agency. Title to the transferred works will remain in the name of the United States, unless otherwise provided by the Congress of the United States.

(b) The Agency, without expense to the United States, will care for, operate, and maintain the transferred works, including necessary replacements, in full compliance with the terms of this Contract and in such a manner that the transferred works remain in good and efficient condition.

(c) Necessary repairs of the transferred works will be made promptly by the Agency. In case of unusual conditions or serious deficiencies in the care, operation, maintenance, and replacement of the transferred works threatening or causing interruption of water service, the Contracting Officer may issue to the Agency a special written notice of those necessary repairs. Except in the case of an emergency, the Agency will be given 60 days to either: 1) make the necessary repairs, or 2) submit a plan for accomplishing the repairs that contains a timeframe for completing the necessary repairs acceptable to the Contracting Officer. In the case of an emergency, or if the Agency fails to either make the necessary repairs or submit a plan for accomplishing the repairs acceptable to the Contracting Officer within 60 days of receipt of the notice, the Contracting Officer may cause the repairs to be made, and the cost of those repairs will be paid by the Agency as directed by the Contracting Officer. The Contracting Officer will determine whether an emergency exists requiring immediate repairs or if circumstances will allow for repairs to be made, or a plan to be submitted, within 60 days of receipt of notice.

(d) The Agency will not make any substantial changes in the transferred works without first obtaining written consent of the Contracting Officer.

(e) The Agency will take all reasonable measures to prevent any unauthorized encroachment on project land and rights-of-way and address any such encroachment as soon as the Agency becomes aware of its existence.

(f) Except for the sole negligence and intentional torts committed by employees of the United States, the Agency agrees to indemnify the United States for, and hold the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character, brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, and replacement; and supervision, examination, inspection, or other duties of the Agency or the United States on transferred works required under this Contract, regardless of who performs those duties.

(g) The Agency will cooperate with the Contracting Officer in implementing an effective dam safety program. The United States agrees to provide the Agency and the appropriate agency(ies) of the State(s) in which the project facilities are located with design data, designs, and an operating plan for the dam(s) and related facilities consistent with the current memorandum of understanding between the United States and the State of California relating to the coordination of planning, design, construction, care, operation, maintenance, and replacement processes for dams and related facilities.

(h) In the event the Agency is found to be operating the transferred works or any part thereof in violation of this Contract or the Agency is found to be failing any financial commitments or other commitments to the United States under the terms and conditions of this

Contract, then upon the election of the Contracting Officer, the United States may take over from the Agency the care, operation, maintenance, and replacement of the transferred works by giving written notice to the Agency of such election and the effective date thereof. Thereafter, during the period of operation by the United States, upon notification by the Contracting Officer, the Agency will pay to the United States, annually in advance, the cost of care, operation, maintenance, and replacement of the works as determined by the Contracting Officer. Following written notification from the Contracting Officer, the care, operation, maintenance, and replacement may be transferred back to the Agency.

(i) In addition to all other payments to be made by the Agency under this Contract, the Agency will reimburse to the United States, following the receipt of a statement from the Contracting Officer, all miscellaneous costs incurred by the United States for any work involved in the administration and supervision of this Contract.

(j) Nothing in this article will be deemed to waive the sovereign immunity of the United States.

EMERGENCY ACTION PLANS AND NOTIFICATIONS

4. (a) The Agency shall prepare such emergency action plans for the Project Works Transferred for Operations and Maintenance as are required by governmental agencies with jurisdiction over the Agency's operations. The Agency shall furnish copies of any such plans to the Contracting Officer.

(b) In addition to implementing Article 6(a) hereof, the Agency shall notify the Contracting Officer as soon as reasonably practicable after initial observation by the Agency of any event or situation which threatens (1) the safety or integrity of the Project Works Transferred for Operations and Maintenance, or (2) the well-being of humans or property located adjacent to the Project Works Transferred for Operations and Maintenance. Notwithstanding Article 18 hereof, such notification shall be made by telephone or by facsimile transmission rather than by mail.

(c) Upon request the Agency shall submit quarterly reports to the Contracting Officer outlining all work accomplished, if any.

(d) The Agency shall annually review, and as necessary recommend to the United States updates, to all Standard Operating Procedures and Emergency Action Plans, Spill Prevention Control and Countermeasure (SPCC) Plan, and provide such updates to the Contracting Officer.

ADMINISTRATION OF FEDERAL PROJECT LANDS

5. The lands and interests in lands acquired, withdrawn, or reserved and needed by the United States for the purposes of care, operation, and maintenance of the Project Works may be used by the Agency for such purposes. The Agency shall ensure that no unauthorized encroachment occurs on Federal project lands and rights-of-way. The Agency does not have the authority to issue any land-use agreement or grant that conveys an interest in Federal real property, nor to lease or dispose of any interest of the United States.

The United States retains responsibility for compliance with the National Historic Preservation Act of 1966 (NHPA), and the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA). The Agency will notify the Contracting Officer and, only when on tribal land, also notify the appropriate tribal official, immediately upon the discovery of any potential historic properties or Native American human remains, funerary objects, sacred objects, or objects of cultural patrimony.

OVERSIGHT AND PARTICIPATION

6. (a) The Contracting Officer shall, to the greatest extent possible, afford the Agency the opportunity to review and comment on preliminary and final development plans, environmental documents, and other documents which affect the Project Works Transferred for Operations and Maintenance. The Agency's comments shall be provided to the Contracting Officer; and

(b) The Parties, to the greatest extent possible, afford each other the opportunity to participate with city, county, State and Federal governments, or governmental groups and private concerns in meetings, hearings, and other activities affecting the Project Works Transferred for Operations and Maintenance. The Parties shall keep each other informed of these activities.

DELIVERY OF WATER BY THE AGENCY

7. (a) The Agency shall convey and distribute water in the from the Project Works Transferred for Operations and Maintenance in accordance with the directives of the Contracting Officer, including all operating guidelines approved by the Contracting Officer, so that the Contracting Officer can satisfy all valid water delivery obligations of the United States from the Project Works Transferred for Operations and Maintenance, including without limitation all water delivery obligations of the United States under the Water Delivery Contracts and for the delivery of Non-Project Water. The Agency shall deliver water to each party entitled thereto from the Project Works Transferred for Operations and Maintenance through turnouts or diversion facilities as specified in then-existing Water Delivery Contract or other arrangement or agreements relating to Non-Project Water which specify such turnouts and delivery points, or as may be agreed to by such Party Entitled To Utilize Or Receive Non-Project Water, the Agency and the Contracting Officer.

(b) Prior to the Contracting Officer entering into, renewing or amending any Water Delivery Contract or any other agreement which requires or permits the conveyance of water through any of the Project Works Transferred for Operations and Maintenance, the Contracting Officer shall consult with the Agency about the terms of such contract action, and shall provide the Agency the opportunity to review and comment thereon. Any such contract action shall be taken by the Contracting Officer only after the Contracting Officer has given due consideration to, and has taken all reasonable actions to mitigate the impacts of such contract action on (1) the quantity or quality of water available to those parties which receive water pursuant to the Water Delivery Contract, or Parties Entitled To Utilize Or Receive Non-Project

Water, as of the date of this Agreement, and (2) the ability of the Agency to perform its obligations under this Agreement.

AGENCY TO PAY ADMINISTRATIVE CHARGES

8. The Agency shall pay in advance to the United States sufficient funds to cover any Administrative Charges associated with this Contract in any upcoming Year. In consultation with the Agency, Reclamation shall estimate the Administrative Charges and shall provide said estimate to the Agency in writing by January 1 of each Calendar Year. The Agency shall pay in full the estimate Administrative Charges for each Year by March 1 of each Calendar Year. Should the estimated Administrative Charges be insufficient, the Contracting Officer shall notify the Agency of the estimated additional costs for the remaining portion of the Year. The Agency shall pay such costs within 30 days of the notification. At the Agency's request, the Contracting Officer shall provide to the Agency a quarterly statement summarizing expenses incurred by the Contracting Officer in sufficient detail to allow the Agency to determine the disposition of the Administrative Charge. The United States shall refund any payments in excess of actual costs incurred for contract administration in any Year. Such refund shall be accomplished within 60 days of the end of the prior Year.

LIABILITY

9. (a) The Agency shall hold harmless the United States, its officers, agents, and employees from legal liability for damages of any nature whatsoever arising out of any actions or omissions by the Agency, its officers, agents, and employees related to the care, OM&R of the Project Works Transferred for Operations and Maintenance.

(b) Within thirty (30) days of receipt by either party of any claim for liability arising from actions within the scope of this Contract, the party receiving the claim shall notify

the other party of such claim and provide a copy of the claim to the other party, if it is in written form. Nothing in this Article shall be construed to limit the right of either party to assert such affirmative defenses and file such cross complaints as may be appropriate in relation to any claim affecting the liability of such party.

RESOLUTION OF DISPUTES

10. Should any dispute arise concerning delivery or conveyance of water by the Agency through the Project Works Transferred for Operation and Maintenance between the Agency, and Participating Agency(ies) and/or any Party Entitled To Utilize Or Receive Non-Project Water from or through Project Works Transferred for Operation and Maintenance, the Agency shall provide its position with respect to such dispute to the other party(ies) thereto in writing within sixty (60) days. Thereafter, should the Agency and the other party(ies) to the dispute be unable to resolve such dispute, the dispute shall be referred to the Contracting Officer for resolution. The Contracting Officer's resolution of the dispute shall be accepted by the Agency and other party(ies) thereto as final and conclusive except that it may be subject to review by a court having jurisdiction over the dispute. The Agency shall promptly comply with said decision, and shall operate the Project Works Transferred for Operation and Maintenance in conformance with such decision until the same is reversed or modified.

NOTIFICATION OF THIRD PARTIES

11. The Contracting Officer shall include in all agreements providing for storage, delivery or conveyance of Non-Project water through the Project Works Transferred for Operations and Maintenance which are entered into, renewed or amended after the date of this Agreement a provision requiring that, while this Agreement is in effect, the Agency shall be the Operating Non-Federal Entity with respect to the Project Works Transferred for Operations and

Maintenance. All such new, renewed or amended agreements shall include provisions recognizing the Agency's rights and obligations under this Agreement and any other agreements relevant to the Agency's status as the Operating Non-Federal Entity. In the absence of agreement otherwise by the Agency, such new, renewed, or amended agreements shall also include provisions requiring the parties to such agreements to provide the Agency with copies of all water delivery schedules provided to the Contracting Officer. The Contracting Officer shall also include in all such new, renewed or amended agreements a provision confirming that the United States shall not charge storage and/or conveyance OM&R costs, and that only such costs accrued by the Agency on behalf of the parties to such agreements shall be the responsibility of the parties. The Agency's cost recovery policy shall provide for equitable allocation of costs to be recovered from Participating Agencies and all other parties obligated to pay for the storage and/or conveyance of water through the Project Works Transferred for Operations and Maintenance, and shall clearly set forth the manner in which such cost shall be collected, including payment deadline.

OPINIONS AND DETERMINATIONS

12. (a) Where the terms of this Contract provide for actions to be based upon the opinion or determination of either party, said terms shall not be construed as permitting such action to be predicated upon arbitrary, capricious or unreasonable opinions or determinations. Both parties, notwithstanding any other provisions of this Contract, expressly reserve the right to relief from and appropriate adjustment for any such arbitrary, capricious or unreasonable opinion or determination. Each opinion or determination by either party shall be provided in a timely manner.

(b) The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with the expressed and implied provisions of this Contract, the laws of the United States and the State of California, and rules and regulations applicable to the Contracting Officer. Such determination shall be made in consultation with the Agency to the extent reasonably practicable.

MODIFICATIONS

13. Each of the Parties reserves the right to propose modifications to this Contract at any time while it is in effect. If either Party proposes any such modifications, the Parties shall negotiate in good faith in an effort to accommodate the proposed modifications.

CHARGES FOR DELINQUENT PAYMENTS

14. (a) The Agency shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Agency shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, the Agency shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the Agency shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The Agency shall also pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest rate charged shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month. The interest rate charged will be determined as of the due date and remain fixed for the duration of the delinquent period.

(c) When a partial payment on a delinquent account is received the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

GENERAL OBLIGATION—BENEFITS CONDITIONED UPON PAYMENT

15. (a) The obligation of the Agency to pay the United States as provided in this Contract is a general obligation of the Agency notwithstanding the manner in which the obligation may be distributed among the Agency's water users and notwithstanding the default of individual water users in their obligation to the Agency.

(b) The payment of charges becoming due pursuant to this Contract is a condition precedent to receiving benefits under this Contract. The United States shall not make water available to the Agency through Project facilities during any period in which the Agency is in arrears in the advance payment of any operation and maintenance charges due the United States. The Agency shall not deliver water under the terms and conditions of this Contract for lands or parties that are in arrears in the advance payment of operation and maintenance charges as levied or established by the Agency.

EXAMINATION, INSPECTION, AND AUDIT OF
PROJECT WORKS, RECORDS, AND REPORTS FOR
DETERMINING ADEQUACY OF OPERATION AND MAINTENANCE

16. (a) The Contracting Officer may, from time to time, examine the following: the Agency's books, records, and reports; the Project Works being operated by the Agency; the adequacy of the operation and maintenance program; the reserve fund; and the water conservation program including the water conservation fund, if applicable. Notwithstanding title ownership, where the United States retains a financial, physical, or liability interest in facilities either constructed by the United States or with funds provided by the United States, the Contracting Officer may examine any or all of the Project Works providing such interest to the United States.

(b) The Contracting Officer may, or the Agency may ask the Contracting Officer to, conduct special inspections of any Project Works being operated by the Agency and special audits of the Agency's books and records to ascertain the extent of any operation and maintenance deficiencies to determine the remedial measures required for their correction and to assist the Agency in solving specific problems. Except in an emergency, any special inspection or audit shall be made only after written notice thereof has been delivered to the Agency by the Contracting Officer.

(c) The Agency shall provide access to the Project Works, operate any mechanical or electrical equipment, and be available to assist in the examination, inspection, or audit.

(d) The Contracting Officer shall prepare reports based on the examinations, inspections, or audits and furnish copies of such reports and any recommendations to the Agency.

(e) The costs incurred by the United States in conducting operation and maintenance examinations, inspections, and audits and preparing associated reports and recommendations related to high- and significant-hazard dams and associated facilities shall be non-reimbursable. Associated facilities include carriage, distribution, and drainage systems; pumping and pump-generating plants; powerplant structures; tunnels/pipelines; diversion and storage dams (low-hazard); Type 2 bridges which are Reclamation-owned bridges not located on a public road; regulating reservoirs (low-hazard); fish passage and protective facilities, including hatcheries; river channelization features; rural/municipal water systems; desalting and other water treatment plants; maintenance buildings and service yards; facilities constructed under Federal loan programs (until paid out); and recreation facilities (reserved works only); and any other facilities as determined by the Contracting Officer.

(f) Expenses incurred by the Agency, as applicable, in participating in the operation and maintenance site examination will be borne by the Agency.

(g) Requests by the Agency for consultations, design services, or modification reviews, and the completion of any operation and maintenance activities identified in the formal recommendations resulting from the examination (unless otherwise noted) are to be funded as project operation and maintenance and are reimbursable by the Agency to the extent of current project operation and maintenance allocations.

(h) Site visit special inspections that are beyond the regularly scheduled operation and maintenance examinations conducted to evaluate particular concerns or problems and provide assistance relative to any corrective action (either as a follow up to an operation and maintenance examination or when requested by the Agency) shall be non-reimbursable.

(i) The Contracting Officer may provide the State an opportunity to observe and participate in, at its own expense, the examinations and inspections. The State may be provided copies of reports and any recommendations relating to such examinations and inspections.

EMERGENCY RESERVE FUND

17. (a) Commencing on execution of this Contract, the Agency shall accumulate and maintain a reserve fund or demonstrate to the satisfaction of the Contracting Officer that other funds are available for use as an emergency reserve fund. The Agency shall establish and maintain that emergency reserve fund to meet costs incurred during periods of special stress caused by damaging droughts, storms, earthquakes, floods, or other emergencies threatening or causing interruption of water service.

(b) The Agency shall accumulate the reserve fund with annual deposits or investments of not less than \$25,000 to a Federally insured, interest- or dividend-bearing account or in securities guaranteed by the Federal Government: Provided, that money in the reserve fund, including accrued interest, shall be available within a reasonable time to meet expenses for such purposes as those identified in paragraph (d) herein. Such annual deposits and the accumulation of interest to the reserve fund shall continue until the basic amount of \$5,000,000 is accumulated. Following an emergency expenditure from the fund, the annual deposits shall continue from the year following the emergency expenditure until the previous balance is restored. After the initial amount is accumulated or after the previous balance is restored, the annual deposits may be discontinued, and the interest earnings shall continue to accumulate and be retained as part of the reserve fund.

(c) Upon mutual written agreement between the Agency and the Contracting Officer, the basic reserve fund or the accumulated reserve fund may be adjusted to account for risk and uncertainty stemming from the size and complexity of the project; the size of the annual operation and maintenance budget; additions to, deletions from, or changes in Project Works; and operation and maintenance costs not contemplated when this Contract was executed.

(d) The Agency may make expenditures from the reserve fund only for meeting routine or recurring operation and maintenance costs incurred during periods of special stress, as described in paragraph (a) herein; or for meeting unforeseen extraordinary operation

and maintenance costs; or for meeting unusual or extraordinary repair or replacement costs; or for meeting betterment costs (in situations where recurrence of severe problems can be eliminated) during periods of special stress. Proposed expenditures from the fund shall be submitted to the Contracting Officer in writing for review and written approval prior to disbursement. Whenever the reserve fund is reduced below the current balance by expenditures therefrom, the Agency shall restore that balance by the accumulation of annual deposits as specified in paragraph (b) herein.

(e) During any period in which any of the project works are operated and maintained by the United States, the Agency agrees the reserve fund shall be available for like use by the United States.

(f) On or before September 30 of each year, the Agency shall provide a current statement of the principal and accumulated interest of the reserve fund account to the Contracting Officer.

NOTICES

18. Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given on behalf of the Agency when mailed, postage prepaid, or delivered to the Area Manager, Central California Area Office, 7794 Folsom Dam Road, Folsom, California, 95630-1799; and on behalf of the United States, when mailed, postage prepaid, or delivered to the Board of Directors, Solano County Water Agency, 508 Elmira Road, Vacaville, California 95687. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

19. The expenditure or advance of any money or the performance of any obligation of the United States under this Contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Agency from any obligations under this Contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

OFFICIALS NOT TO BENEFIT

20. No Member of or Delegate to the Congress, Resident Commissioner, or official of the Agency shall benefit from this Contract other than as a water user or landowner in the same manner as other water users or landowners.

CHANGES IN CONTRACTOR'S ORGANIZATION

21. While this Contract is in effect, no change may be made in the Agency's organization, by inclusion or exclusion of lands or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or the Agency under this Contract including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

533 ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED

534 22. (a) The provisions of this Contract shall apply to and bind the successors and
535 assigns of the Parties hereto, but no assignment or transfer of this Contract or any right or interest
536 therein shall be valid until approved in writing by the Contracting Officer.

537 (b) Notwithstanding Article 26(a) above, the Agency may meet its physical
538 OM&R obligations as set forth in this Contract through delegation to the District and such
539 delegation and assignment shall be deemed approved pursuant to this Article.

540 BOOKS, RECORDS, AND REPORTS

541 23. The Agency shall establish and maintain accounts and other books and records
542 pertaining to administration of the terms and conditions of this Contract. Subject to applicable
543 Federal laws and regulations, each Party to this Contract shall have the right during office hours
544 to examine and make copies of the other Party's books and records relating to matters covered by
545 this Contract.

546 PROTECTION OF WATER AND AIR QUALITY

547 24. (a) The Agency, without expense to the United States, will care for, operate
548 and maintain transferred works in a manner that preserves the quality of the water at the highest
549 feasible level as determined by the Contracting Officer.

550 (b) The United States does not warrant the quality of the water delivered to
551 the Agency and is under no obligation to furnish or construct water treatment facilities to
552 maintain or improve the quality of water delivered to the Agency.

553 (c) The Agency will comply with all applicable water and air pollution laws
554 and regulations of the United States and the State of California; and will obtain all required
555 permits or licenses from the appropriate Federal, State, or local authorities necessary for the
556 delivery of water by the Agency; and will be responsible for compliance with all Federal, State,
557 and local water quality standards applicable to surface and subsurface drainage and/or discharges
558 generated through the use of Federal or Agency facilities or project water provided by the
559 Agency within its Project Water Service Area.

560 (d) This article will not affect or alter any legal obligations of the Secretary to
561 provide drainage or other discharge services.

562 CONTAMINATION OR POLLUTION OF FEDERAL PROPERTY

563 25. (a) The Agency shall not allow contamination or pollution of Federal Project
564 lands, Project Waters, or Project Works of the United States or administered by the United States
565 and for which the Agency has the responsibility for care, operation, and maintenance by its
566 employees or agents. The Agency shall also take reasonable precautions to prevent such
567 contamination or pollution by third parties.

(b) The Agency shall comply with all applicable Federal, State, and local laws and regulations and Reclamation policies and instructions existing, or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, released, or disposed of on or in Federal Project lands, Project Waters, or Project Works.

(c) “Hazardous material” means (1) any substance falling within the definition of “hazardous substance,” “pollutant or contaminant,” or “hazardous waste” under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601(14), (29), and (33)); (2) oil, as defined by the Clean Water Act (33 U.S.C. § 1321(a)) and the Oil Pollution Act (33 U.S.C. § 2701(23)); (3) thermal pollution, refuse, garbage, sewage effluent, industrial waste, mine or mill tailings, mineral salts, pesticides, and other solid waste, and (4) any other substance regulated as hazardous or toxic under Federal, State, local or Tribal law.

(d) Upon discovery of any event which may or does result in contamination or pollution of Federal project lands, project water, or project works, the Agency shall immediately undertake all measures necessary to protect public health and the environment, including measures necessary to contain or abate any such contamination or pollution, and shall report such discovery with full details of the actions taken to the Contracting Officer. Reporting shall be within a reasonable time period but shall not exceed 24 hours from the time of discovery if it is an emergency and the first working day following discovery in the event of a non-emergency.

(e) If violation of the provisions of this Article occurs and the Agency does not take immediate corrective action, as determined by the Contracting Officer, the Agency may be subject to remedies imposed by the Contracting Officer, which may include termination of this Contract.

(f) The Agency shall be liable for any response action or corrective measure necessary to protect public health and the environment or to restore Federal project lands, project waters, or project works that are adversely affected as a result of such violation, and for all costs, penalties or other sanctions that are imposed for violation of any Federal [, State, local] or Tribal laws and regulations concerning hazardous material. At the discretion of the Contracting Officer, the United States may also terminate this Contract as a result of such violation.

(g) The Agency shall defend, indemnify, protect and save the United States harmless from and against any costs, expenses, claims, damages, demands, or other liability arising from or relating to Agency’s violation of this article.

(h) Reclamation agrees to provide information necessary for the Agency, using reasonable diligence, to comply with the provisions of this Article.

CLEAN AIR AND WATER

26. (a) The Agency agrees as follows:

(1) To comply with all the requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. § 7414), and section 308 of the Clean Water Act (33 U.S.C. § 1318), relating to inspection, monitoring, entry, reports, and information, as well as other

requirements specified in those sections, and all applicable regulations and guidelines issued thereunder.

(2) That no portion of the work required by this Contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this Contract was executed unless and until the Environmental Protection Agency eliminates the name of such facility or facilities from such listing.

(3) To use its best efforts to comply with clean air standards and clean water standards at the facility where the contract work is being performed.

(4) To insert the substance of the provisions of this article into any nonexempt subcontract, including this subparagraph (a)(4).

(b) The following definitions apply for purposes of this article:

(1) The term "Clean Air Act" means the Act enacted by Pub. L. 88-206 of Dec. 17, 1963, and amendments thereto, as codified at 42 U.S.C. § 7401, et seq.

(2) The term "Clean Water Act" means the Act enacted by Pub. L. 92-500 of Oct. 18, 1972, and amendments thereto, as codified at 33 U.S.C. § 1251, et seq.

(3) The term "clean air standards" refers to all enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, and other requirements which are contained in, issued under, or otherwise adopted pursuant to the Clean Air Act or Executive Order 11738, an applicable implementation plan as described in section 110 of the Clean Air Act (42 U.S.C. § 7410), an approved implementation procedure or plan under subsection 111(c) or subsection 111(d) of the Clean Air Act (42 U.S.C. § 7411(c) or (d)), or an approved implementation procedure under subsection 112(d) of the Clean Air Act (42 U.S.C. § 7412(d)).

(4) The term "clean water standards" refers to all enforceable limitations, controls, conditions, prohibitions, standards, and other requirements which are promulgated pursuant to the Clean Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a state under an approved program, as authorized by section 402 of the Clean Water Act (33 U.S.C. § 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Clean Water Act (33 U.S.C. § 1317).

(5) The term "comply" refers to compliance with clean air or water standards. It also refers to compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency in accordance with the requirements of the Clean Air Act or Clean Water Act and regulations issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations owned, leased, or

supervised by a contractor or subcontractor to be utilized in the performance of a contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

EQUAL OPPORTUNITY

27. During the performance of this Contract, the Agency agrees as follows:

(a) The Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or nation origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The Agency will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Agency's legal duty to furnish information.

(d) The Agency will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Agency's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Agency will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

684 (e) The Agency will furnish all information and reports required by Executive
685 Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the
686 Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts
687 by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain
688 compliance with such rules, regulation, and orders.

689 (f) In the event of the Agency's noncompliance with the nondiscrimination
690 clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be
691 canceled, terminated or suspended in whole or in part and the Agency may be declared ineligible
692 for further Government contracts in accordance with procedures authorized in Executive Order
693 No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as
694 provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of
695 the Secretary of Labor, or as otherwise provided by law.

696 (g) The Agency will include the provisions of paragraphs (a) through (g) in
697 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the
698 Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September
699 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The
700 Agency will take such action with respect to any subcontract or purchase order as may be
701 directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions
702 for noncompliance: *Provided, however*, that in the event the Agency becomes involved in, or is
703 threatened with, litigation with a subcontractor or vendor as a result of such direction, the
704 Agency may request the United States to enter into such litigation to protect the interests of the
705 United States.

706 COMPLIANCE WITH CIVIL RIGHTS LAWS
707 AND REGULATIONS

708 28. (a) The Agency shall comply with Title VI of the Civil Rights Act of 1964
709 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as
710 amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135,
711 Title III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub.
712 L. 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the
713 applicable implementing regulations and any guidelines imposed by the U.S. Department of the
714 Interior and/or Bureau of Reclamation.

715 (b) These statutes prohibit any person in the United States from being
716 excluded from participation in, being denied the benefits of, or being otherwise subjected to
717 discrimination under any program or activity receiving financial assistance from the Bureau of
718 Reclamation on the grounds of race, color, national origin, disability, or age. By executing this
719 Contract, the Agency agrees to immediately take any measures necessary to implement this
720 obligation, including permitting officials of the United States to inspect premises, programs, and
721 documents.

722 (c) The Agency make this Contract in consideration of and for the purpose of
723 obtaining any and all Federal grants, loans, contracts, property discount, or other Federal
724 financial assistance extended after the date hereof to the Agency by the Bureau of Reclamation,
725 including installment payments after such date on account of arrangements for Federal financial

726 assistance which were approved before such date. The Agency recognizes and agrees that such
727 Federal assistance will be extended in reliance on the representation and contracts made in this
728 article and that the United States reserves the right to seek judicial enforcement thereof.

729 (d) Complaints of discrimination against the Agency shall be investigated by the
730 Contracting Officer's Office of Civil Rights.

731 CERTIFICATION OF NONSEGREGATED FACILITIES

732 29. The Agency hereby certifies that it does not maintain or provide for its employees
733 any segregated facilities at any of its establishments and that it does not permit its employees to
734 perform their services at any location under its control where segregated facilities are
735 maintained. It certifies further that it will not maintain or provide for its employees any
736 segregated facilities at any of its establishments and that it will not permit its employees to
737 perform their services at any location under its control where segregated facilities are
738 maintained. The Agency agrees that a breach of this certification is a violation of the Equal
739 Employment Opportunity clause in this Contract. As used in this certification, the term
740 "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms,
741 restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas,
742 parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing
743 facilities provided for employees which are segregated by explicit directive or are in fact
744 segregated on the basis of race, creed, color, or national origin, because of habit, local custom,
745 disability, or otherwise. The Agency further agrees that (except where it has obtained identical
746 certifications from proposed subcontractors for specific time periods) it will obtain identical
747 certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000
748 which are not exempt from the provisions of the Equal Employment Opportunity clause; that it
749 will retain such certifications in its files; and that it will forward the following notice to such
750 proposed subcontractors (except where the proposed subcontractors have submitted identical
751 certifications for specific time periods):

752 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR 753 CERTIFICATIONS OF NONSEGREGATED FACILITIES

754 A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract
755 exceeding \$10,000 which is not exempt from the provisions of the Equal Employment
756 Opportunity clause. The certification may be submitted either for each subcontract or for all
757 subcontracts during a period (i.e., quarterly, semiannually, or annually). Note: The penalty for
758 making false statements in offers is prescribed in 18 U.S.C. § 1001.

759 RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION

760 30. When acquiring land or an interest in land and relocating persons or personal
761 property in connection with the construction, operation, and maintenance of project facilities, the
762 Agency shall comply with the provisions of the Uniform Relocation Assistance and Real
763 Property Acquisition Policies Act of 1970 (Pub. L. 91-646; 84 Stat. 1894; 42 U.S.C. § 4601, et
764 seq.) and Department of Transportation regulations at 49 C.F.R. part 24.

765 PEST MANAGEMENT

31. (a) The Agency is responsible for complying with applicable Federal, State, and local laws, rules, and regulations related to pest management in performing its responsibilities under this Contract.

(b) The Agency is responsible for effectively avoiding the introduction and spread of, and for otherwise controlling, undesirable plants and animals, as defined by the Contracting Officer, on or in Federal project lands, Federal project waters, and Federal project works for which and to the extent that the Agency has operation and maintenance responsibility. The Agency is responsible for exercising the level of precaution necessary in meeting this responsibility, including inspecting its vehicles, watercraft, and equipment for reproductive and vegetative parts, foreign soil, mud or other debris that may cause the spread of weeds, invasive species and other pests, and removing such materials before moving its vehicles, watercraft, and equipment onto any Federal land, into any Federal project facility waters, or out of any area on Federal project land where work is performed.

(c) Where decontamination of the Agency's vehicles, watercraft, or equipment is required prior to entering Federal project land or waters, the decontamination shall be performed by the Agency at the point of prior use, or at an approved offsite facility able to process generated cleaning wastes, pursuant to applicable laws, rules, and regulations. Upon the completion of work, the Agency will perform any required decontamination within the work area before moving the vehicles, watercraft, and equipment from Federal project lands and waters.

(d) Programs for the control of undesirable plants and animals on Federal project lands, and in Federal project waters and Federal project works for which the Agency has operation and maintenance responsibility will incorporate Integrated Pest Management (IPM) concepts and practices. IPM refers to a systematic and environmentally compatible program to maintain pest populations within economically and environmentally tolerable levels. In implementing an IPM program, the Agency will adhere to applicable Federal and State laws and regulations and Department of the Interior and Bureau of Reclamation policies, directives, guidelines, and manuals, including but not limited to, the Department of the Interior Manual, Part 517 *Integrated Pest Management Policy* and Part 609 *Weed Control Program*, the Plant Protection Act of June 20, 2000 (Pub. L. 106-224), and Executive Order 13112 of February 3, 1999.

MEDIUM FOR TRANSMITTING PAYMENTS

32 (a) All payments from the Agency to the United States under this Contract shall be by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the United States.

(b) Upon execution of this Contract, the Agency shall furnish the Contracting Officer with the Agency's taxpayer's identification number (TIN). The purpose for requiring the Agency's TIN is for collecting and reporting any delinquent amounts arising out of the Agency's relationship with the United States.

CONTRACT DRAFTING CONSIDERATIONS

33. This Contract has been negotiated and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains. The double-spaced Articles of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party shall be considered to have drafted the stated articles. Single-spaced articles are standard articles pursuant to Reclamation policy.

812 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of
813 the day and year first above written.

814 UNITED STATES OF AMERICA

815 By: _____
816 Regional Director
817 Bureau of Reclamation

818 SOLANO COUNTY WATER AGENCY
819 (SEAL)

820 By: _____
821 Title _____
822 Attest: _____

822 Attest:

823 By: _____
824 Secretary

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: January 11, 2024

SUBJECT: Staffing – Addition of Full Time Administrative Assistant I to Assist with Implementation of Regional Water Use Efficiency Programs

RECOMMENDATIONS:

Approve the addition of a Permanent Full Time Administrative Assistant I position to support the Water Use Efficiency Programs and authorize immediate recruitment of this position.

FINANCIAL IMPACT:

The annual cost (salary and benefits) of the Full Time Administrative Assistant I position ranges from \$75,532-\$120,140. There is adequate funding in the Fiscal Year 2023-2024 budget for this position.

BACKGROUND:

Pursuant to Board direction and in accordance with the Agency’s 2016-2025 Strategic Plan, the Water Agency’s responsibilities continue to grow. Legislation such as Assembly Bill (AB) 1668 and Senate Bill (SB) 606 require water suppliers to develop additional water efficiency strategies. Although AB 1668 and SB 606 are not directed at wholesale agencies, the Water Agency has elected to assist our Member Agencies to achieve the goals set forth in the legislation. Additionally, as droughts have become more prevalent and severe, Solano County residents have noticed and there has been an increase in participation of the Water Agency’s regional water efficiency programs.

As a result, workload for the Water Agency’s water use efficiency program has grown and additional staff is required to maintain a level of service to the community. Currently, the water agency has a Water Conservation Coordinator, an Associate Water Resources Specialist and three interns, each working 20-40 hours per week. With the impending retirement of the full time Water Conservation Coordinator, we anticipate the department will need additional assistance to backfill this position to meet program demands. With increased legislation and the potential of program growth, we expect more demand from our retail agencies and community members to meet water conservation requirements.

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 January 11, 2024, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

The new legislation mentioned above requires the addition of this new position. This position will perform the following tasks: conducting irrigation audits; commercial landscape surveys; administrative support; and community public outreach. In the past the Water Agency has used intern staff or consultants to perform these duties. Interns would require training and would leave by the time they have reached a proficient level of expertise. The Water Agency would then lose that institutional knowledge. The use of consultants becomes a cost issue as well as the loss of control since the Water Agency would not be using staff for these tasks.

The anticipated duties of the proposed Administrative Assistant I position will include but are not limited to:

- Schedules and performs residential and commercial water use audits;
- Schedules and performs landscape inspections and maintains the customer database associated with the Solano Water Efficient Landscape Rebate Program;
- Provides support for agricultural water use efficiency programs;
- Represent the Water Agency at community outreach events;
- Order and maintain a sufficient inventory of water conservation devices;
- Provides customer service support, responds to customer inquiries and complaints; answers questions from the community.

Since 2006, the Water Agency, in partnership with its Member Agencies, has implemented a forward looking water use efficiency/water conservation program that compares favorably with larger agencies. For instance, Solano County has had a regional water efficient landscape rebate program since 2010. The Water Agency also has a water survey program that works with both residential and commercial accounts to help them find leaks and become more water efficient. The Water Agency has a dedicated website, scwa2.com, where the public can get information about Solano County water use efficiency programs. The Water Agency also works with local educators to present water resource assemblies and administer a water related video contest. We have had the opportunity to present features of our program at professional conferences like American Water Works Association and Watersmart Innovations.

With the Water Conservation Coordinator's imminent retirement, the staff recommendation is for the approval and immediate recruitment of an Administrative Assistant I position to assist in meeting the demands of the water conservation program.

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN

The proposal to hire an Administrative Assistant Level One is consistent with Goal #1: Water Supply Management: Optimize the management of the County's current and future water resources in a sustainable manner and match available water supplies to appropriate uses; Goal #5: Education and Outreach: Provide and maintain communication of SCWA activities and responsibilities: Evaluate, and where appropriate, coordinate public awareness water-related programs throughout the County; Goal #10 (Funding and Staffing), Objective C (Provide Necessary and sufficient staffing and resources to maintain Program Activities and to achieve the goals and objectives of Strategic Plan Priorities).

MONTHLY SALARY RANGE #14

DEFINITION

Under direct supervision, performs a variety of administrative, secretarial, and office support duties; provides administrative support to management and other Agency staff; composes and prepares correspondence; performs skilled word processing, data entry, and typing; provides information to the public and staff; provides assistance for a wide variety of assignments related to administration of contracts, research projects, and programs; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direct supervision from the General Manager and other management staff. Exercises no supervision of staff.

DISTINGUISHING CHARACTERISTICS

This is the entry-level class in the Administrative Assistant series. This class is distinguished from the Administrative Assistant II (journey-level) by the performance of less than the full range of duties while learning the job. Employees at this level are not expected to perform with the same independence of direction and judgment on matters allocated to the journey level. As experience and proficiency are gained, assignments will become more diverse and difficult, while exercising increasing independence of judgment.

This class is alternately staffed with Administrative Assistant II and incumbents may advance to the higher-level class after gaining the knowledge, skills and experience that meet the qualifications for the higher-level class and demonstrating the ability to perform the work of the higher-level class.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)

Management reserves the rights to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Performs a wide variety of routine administrative duties to support divisional or Agency operations, including filing, preparing records, reports, and agenda mail-outs, housekeeping, and ordering and maintaining office and related supplies.
- Screens calls, visitors, and incoming mail.
- Assists and directs public to appropriate locations and/or staff.
- Types, formats, and proofreads a variety of routine reports, letters, documents, flyers, brochures, calendars, and memoranda; types from rough drafts, verbal instructions, or transcribing machine recordings; checks drafts for punctuation, spelling, and grammar.
- Enters data into and retrieves data from a variety of database systems, including accounting systems, checking for accuracy.

- Maintains calendars and makes travel and meeting arrangements; schedules meetings between Agency staff and other groups or organizations; arranges for necessary set-up and materials to be available at meetings.
- Creates, organizes and maintains various electronic and paper files; purges files as required.
- Assists with gathering, assembling, updating, and distributing a variety of Agency specific information, forms, records, and data as requested.
- Tracks inventory of office and kitchen supplies and purchases supplies as needed
- Learns to generate and post information to the Agency website
- Assists with Executive Committee and Board of Directors meeting packets, including the development, distribution, and posting of public notices and final action items.
- Reviews documents, forms, and invoices for completeness and routes for required signatures.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Modern office administrative and clerical practices and procedures, including the use of standard office equipment.
- Basic business arithmetic.
- Business letter writing and the standard format for reports and correspondence.
- Computer equipment and relevant word processing methods, techniques, and programs, database and spreadsheet applications and programs.
- Basic principles of record keeping.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and Agency staff.

Ability to:

- Respond to and effectively prioritize multiple phone calls and other requests for service.
- Learn, interpret, and apply Agency practices, policies and procedures.
- Compose correspondence and reports independently or from brief instructions; maintain records and databases.
- Perform a variety of clerical support work with accuracy, speed, and minimal supervision.
- Learn and understand the organization and operation of the Agency and of outside agencies as necessary to assume assigned responsibilities.
- Organize, maintain, and update office database and records systems.
- File materials alphabetically, chronologically, and numerically.
- Schedule and coordinate projects; set priorities; adapt to changing priorities; meet critical time deadlines.
- Enter and retrieve data from a computer with sufficient speed and accuracy to perform assigned work.
- Operate modern office equipment, including computer equipment and word-processing, database, spreadsheet, and graphics software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.

- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

Education and Experience: *Any combination of training and experience, which would provide the required knowledge, skills and abilities, is qualifying. A typical way to obtain the required qualifications would be:*

Equivalent to the completion of the twelfth (12th) grade and two (2) years of administrative experience. Experience within a public agency is desired.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 25 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

May be required to work on evenings, weekends, and holidays.

Revised:

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: January 11, 2024

SUBJECT: Management of the Native Plant Nursery at Sackett Ranch

RECOMMENDATIONS:

- 1. Provide direction to staff on management of the native plant nursery at Sackett Ranch.
- 2. Authorize General Manager to execute an extension on current short-term lease with Putah Creek Council for office space at Sackett Ranch, to continue through December 31, 2024.

FINANCIAL IMPACT:

The financial impact will be dependent on direction to staff on Management of the Native Plant Nursery at Sackett Ranch (Nursery). In general, costs to manage the Nursery will be approximately \$285,000 a year. Although not guaranteed, it is anticipated that there will be reimbursements from grant funds annually.

BACKGROUND:

At the December 14, 2023, Board of Directors meeting, an Ad Hoc Committee was formed to discuss management of the Nursery. The committee was comprised of Chair Kott, Director Kluge, Supervisor Vasquez, and staff. The committee met on December 22nd, discussed management of the nursery, and developed a recommendation for the Board of Directors to consider.

Three options were considered for management of the Nursery. In order of how the committee would recommend the options to the Board of Directors, the following alternatives were discussed:

- 1. A hybrid scenario-Water Agency staff would be hired to manage the Nursery for the needs of the Water Agency. Space in the Nursery would be leased to Putah Creek Council for their needs and potential plant needs for regional partners.
- 2. Water Agency Management of the Nursery-Water Agency staff would manage the Nursery for the needs of the Water Agency and potentially for regional partners.

Recommended: 
Chris Lee, General Manager

<input checked="" 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 January 11, 2024, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

- Putah Creek Council Management of the Nursery- Putah Creek Council would manage the Nursery under contract with the Water Agency for the needs of the Water Agency. Putah Creek Council would also potentially provide plants to regional partners.

The staff recommendation is for the Ad Hoc Committee to discuss their recommendation to the Board, for the Board to discuss the alternatives for managing the Nursery, and for the Board to provide direction to staff.

In the interim, staff would also recommend authorizing the General Manager to execute an extension on the current short-term lease with Putah Creek Council for office space at Sackett Ranch, to continue through December 31, 2024, as management of the Nursery is being determined.

Additional Background Information on the Nursery:

The Native Plant Nursery provides plants for restoration efforts on Putah Creek, Sackett Ranch, Peterson Ranch, and in the future for our newest acquisition, Lang Tule Ranch.

As the Board will recall, through the Putah Creek Accord, we are required to provide both resident and anadromous fish flows, a forum for management of Putah Creek (Lower Putah Creek Coordinating Committee), and restoration and monitoring funds. With those restoration funds, a fair number of native plants are needed annually, beyond grant funded projects, as part of our overall watershed stewardship efforts.

The Water Agency also has need of native plants for specific project level work on Putah Creek. Most if not all of this type of work and the costs for native plants are reimbursed through grants. The biggest project in the works on Putah Creek right now is the Nishikawa Project. Of the approximately \$220,000 the Water Agency has spent on native plants this year, 80% of those plants are for the Nishikawa Project and the costs will be reimbursed.

The Water Agency also has need of native plants at our other land holdings. There has been a flurry of restoration efforts at Petersen Ranch the past few years, from hedge rows to riparian plantings on the numerous drainages, to multiple artificial burrowing owl complexes. Staff are working with our consultants on securing the permits to turn a large portion of the ranch into a mitigation bank, to not only recoup costs of the initial purchase investment, but to also make mitigation credits available for Solano Habitat Conservation Plan Participating Agencies for their new development needs. Once we have the permits in hand, Petersen Ranch will become a source of income to augment the Solano Project and the North Bay Aqueduct funds.

Staff also have been augmenting Sackett Ranch on Putah Creek with native plants. Native plants not only provide habitat for indigenous species, but also provide erosion control and reduce sediment loads in our source water.

Staff will also start ramping up use of native grasses on flood control channels as a more cost effective and natural means to protect against erosion and bank failures. This change is starting to become a requirement from the regulatory agencies as we have seen this added to our Routine Maintenance Agreement with the California Department of Fish and Wildlife and on individual permits for specific project level work on our flood control channels.

With all of the Water Agency's current, ongoing, and future needs of native plants for project specific and general purposes, maintaining the Sackett Ranch Native Plant Nursery is mission critical. A large portion of the annual costs to run the nursery will be reimbursed through grant funds. The nursery will also become more of a regional resource for our partner agencies, which will bring in additional income to offset costs.

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:

Management of the Sackett Ranch Native Plant Nursery is consistent with Goal #7 (*Natural Resources Stewardship: Develop comprehensive approaches to the stewardship of natural resources*), Objective A (*Implement the Solano Multi-species Habitat Conservation Plan*), Objective B (*Support and promote Lower Putah Creek Coordinating Committee programs and projects*), Objective C (*Protect SCWA water supply sources*), and Objective D (*Identify other habitat and watershed stewardship opportunities and implement activities where feasible*), of the 2016-2025 Strategic Plan.

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: January 11, 2024

SUBJECT: Lake Berryessa Mussel Education and Prevention Program

RECOMMENDATIONS:

Hear presentation on 2023 Lake Berryessa Mussel Education and Prevention Program.

FINANCIAL IMPACT:

None.

BACKGROUND:

The primary goal of the Lake Berryessa Mussel Prevention Program is to prevent the introduction of quagga, zebra, and other invasive species into Lake Berryessa. Neither quagga nor zebra mussels are native to North America. Both mussels are extremely prolific and by sheer numbers, capable of severely fouling water conveyance facilities and causing significant ecological damage. If or when quagga and/or zebra mussel populations become established in Lake Berryessa, they are likely to spread to Lower Putah Creek, the Putah South Canal, and any water body that ultimately receives agricultural return flow water that originates from Lake Berryessa, including the Cache Slough Complex and Barker Slough (source water for North Bay Aqueduct).

The economic impacts of quagga and/or zebra mussel infestations are potentially significant, though difficult to quantify. Although it may be inevitable that Lake Berryessa becomes infected with quagga or zebra mussels, the potential water infrastructure operation and maintenance cost associated with mussel infestations is sufficient justification for implementing programs that at the very least delay mussel infestations at Lake Berryessa.

In response to the increasing threat of zebra and quagga mussel infestations, the Lake Berryessa Mussel Prevention Program has expanded in several aspects over the past summer with 16 interns, the implementation of using tablets and Starlink to utilize real time vessel movement history and communications amongst staff, and the involvement of the concessionaires at the lake to perform inspections when SCWA staff are not present.

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 January 11, 2024, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

This past watercraft inspection season, over 17,500 boats were screened and inspected, which is more than a 250% increase over the 2022 inspection season. The interns will present a summary of the 2023 Lake Berryessa Mussel Prevention Program activities and accomplishments.

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN

The continued growth of the Lake Berryessa Mussel Prevention Program is consistent with Goal #5 – *(Education and Outreach; Objective B-Evaluate, and where appropriate, coordinate public awareness of water-related programs throughout the County).*

LEGISLATIVE UPDATES



MEMORANDUM

October 25, 2023

TO: Chris Lee, General Manager
Solano County Water Agency

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

RE: 2023 Annual Report

This is the 4th year that Reeb Government Relations has had the honor and privilege to work with Solano County Water Agency (SCWA or Agency) to advance its interests on behalf of Agency's cities and agricultural districts through state-level legislative and regulatory advocacy in Sacramento.

Our firm provides a full suite of lobbying services under your immediate direction and enjoys working with Agency staff and the board of directors. We provide periodic oral reports and weekly legislative status reports to the agency. We value the expertise, advice and comments shared by senior staff in response to our inquiries related to legislation and proposed regulatory proceedings. Working with the Agency's new General Manager, Chris Lee, and staff, we have been identifying state grant funding opportunities for Agency capital projects and have met with executive branch representatives to discuss Agency funding needs.

This was the first year of the 2023-24 Regular Session of the Legislature and we are pleased to report that the Agency and our firm have enjoyed continuing to work and get to know Assembly Member Lori Wilson and her staff in this, her second year of service in the California legislature. Our firm and the Agency continue to enjoy a good working relationship with Senator Bill Dodd, whose term in the Senate is set to expire on December 2, 2024. Also, although the post-2020 decennial census redistricting moved the 4th Assembly District out of Solano County, Assembly Member Cecilia Aguiar-Curry

continues to be very interested in assisting the Agency regarding Putah Creek water and habitat management issues. She recently was named Assembly Speaker pro Tempore by Speaker Robert Rivas, who became Speaker on June 30, 2023. As such, she will serve a key leadership role in the Assembly.

A Debt Problem Is, At Its Core, a Budgeting Problemⁱ

Governor Gavin Newsom introduced his \$296.9 billion state budget proposal on January 10, 2023, with a projected General Fund deficit of \$22.5 billion. To deal with this deficit, the proposed budget initially reduced, delayed, or eliminated several previous spending commitments, including significant investments in mitigating or preparing for the effects of climate change.

The 2021 and 2022 Budget Acts allocated about \$54 billion over five years to advance the state's climate agenda. The Governor's proposed budget slashed this by \$6 billion. About half of the budget cuts, \$3.3 billion, to the state's climate change programs would come from the state's clean transportation initiatives, including programs designed to ramp up zero emission vehicle infrastructure. Still, the governor's initial proposal maintained \$8.6 billion, over multiple years, of previously committed funding to mitigate the impacts of drought and continue to cultivate water resilience throughout the state.

As the year progressed, however, the state's projected budget deficit increased to \$31.5 billion, revealing a more dire fiscal picture for the state. According to the Legislative Analyst's Office, the increasing budget problems were due to a combination of factors, such as decreased revenues, increased baseline spending and new discretionary spending. The Governor's May Revision proposed to address the higher deficit through a combination of several fiscal maneuvers, some initially introduced in the January state budget proposal, including:

- Delaying an additional \$695 million in spending (for a total of \$8.1 billion) across the 2021-22 through 2023-24 fiscal years.
- Reducing an additional \$1.1 billion in spending (for a total of \$6.7 billion).
- Shifting an additional \$3.3 billion (for a total of \$7.5 billion) in expenditures from the General Fund to special funds.
- Increasing \$3.7 billion (for a total of \$4.9 billion total) in revenue and borrowing from special funds.
- Withdrawing for expenditure \$450 million from the state's Safety Net Reserve.

The Legislature passed a budget bill on June 15, 2023 to meet the constitutional deadline to pass a balanced state budget. Further negotiations ensued between legislative leaders and the governor to reach agreement on a state budget before the start of the fiscal year on July 1, 2023.

On June 27, 2023, the governor signed the FY 2023-24 state budget, along with 20 budget trailer bills, approving a \$310 billion spending plan. According to the governor and legislative leaders, the budget addressed a \$31.7 billion deficit while maintaining

budget reserves through the following actions: \$9.3 billion in spending shifts from the General Fund to other funds; \$8.1 billion in General Fund spending reductions or the elimination of previously approved spending; \$7.9 billion in spending delays; \$6.1 billion in revenue and internal borrowing from special fund balances not projected to be needed for programmatic purposes in FY 2023-24; and \$340 million in reductions that will be restored in the January 2024 governor's state budget proposal should there be sufficient resources.

In 2022, California enacted landmark legislation to advance the Newsom Administration's climate goals of cutting pollution, advancing carbon neutrality, developing a carbon removal target date for natural and working lands, and accelerating the state's transition to clean energy.

The Newsom Administration has begun those initiatives, and the enacted State Budget includes resources to continue their implementation. According to the Department of Finance, the initiatives and funding include:

- *Nature-Based Solutions—Chapter 341, Statutes of 2022 (AB 1757) outlined a comprehensive portfolio of initiatives that include setting targets, quantifying and reporting progress, updating the state strategy, and engaging with experts, to develop an ambitious range of targets for natural and working lands. The Budget includes \$7.6 million General Fund and Cost of Implementation Account in 2023-24 and \$5 million ongoing to support implementation.*
- *Clean Electric Grid—Chapter 361, Statutes of 2022 (SB 1020) advances new interim clean energy targets for California while increasing community engagement. The bill requires eligible renewable energy resources and zero-carbon resources supply 90 percent of all retail sales of electricity to California end-use customers by December 31, 2035; 95 percent of all retail sales of electricity to California end-use customers by December 31, 2040; and 100 percent of electricity procured to serve all state agencies by December 31, 2035. SB 1020 accelerates Chapter 312, Statutes of 2018 (SB 100) requirements for state agencies by ten years. The Budget includes \$4 million from various funds (General Fund, Cost of Implementation Account, Greenhouse Gas Reduction Fund, and Public Utilities Commission Utilities Reimbursement Account) in 2023-24, and additional ongoing funds, across multiple agencies to support implementation.*
- *Carbon Sequestration—Chapter 359, Statutes of 2022 (SB 905) establishes a framework for capture, utilization, and storage of compressed carbon dioxide and created the Carbon Capture, Removal, Utilization, and Storage Program. The Budget includes \$7.8 million Cost of Implementation Account for the State Air Resources Board (\$3.6 million), Department of Conservation (\$3.7 million), and State Water Resources Control Board (\$280,000) in 2023-24 and ongoing to support implementation.*

The 2021 and 2022 Budget Acts committed \$2.8 billion over four years to continue strengthening forest and wildfire resilience statewide. The enacted State Budget maintains \$2.7 billion (98 percent) of these investments over four years to advance critical investments in restoring forest and wildland health to continue to reduce the risk of catastrophic wildfires in the face of extreme climate conditions. The Budget includes \$61 million in General Fund reductions across various programs, which include, but are not limited to, Climate Catalyst Fund, Stewardship of State-Owned Lands, and Workforce Training. These reductions are offset in part by a \$14 million shift to Proposition 98 (public education).

The 2021 and 2022 Budget Acts committed \$8.7 billion over multiple years to support drought resilience and response programs to help communities and fish and wildlife avoid immediate impacts from extreme drought, while advancing projects and programs that will improve the state's resilience to future droughts and floods. The enacted State Budget maintains \$8.1 billion (93 percent) of these investments over multiple years in programs and projects to bolster the capacity of communities and ecosystems to endure droughts and floods. The Budget reflects \$632 million in General Fund reductions and \$455 million in delays across various programs which include, but are not limited to, water recycling, Salton Sea restoration, safe drinking water (PFAS treatment), and water conservation programs.

The State Budget deficit and uncertain revenue future prompted the Department of Finance, in the Governor's May Revision to write the following:

“Given the ambition and urgency of California’s climate agenda, the Administration remains committed to supporting additional resources to continue to advance the climate and opportunity agenda. As indicated at Governor’s Budget, the Administration is committed to engaging the Legislature in pursuing a climate bond over the coming months. As a result of lower revenue projections and a resulting increase in the budget problem, the May Revision includes an additional \$1.1 billion in General Fund shifts across climate resilience programs. These programs remain a high priority for the Administration and will be included as part of the future climate bond proposal. Specific shifts to the bond include:

- *Water Recycling—\$270 million*
- *Salton Sea Restoration—\$169 million*
- *Community Resilience Centers—\$160 million*
- *Transformative Climate Communities—\$100 million*
- *Regional Resilience Program—\$100 million*
- *Urban Greening—\$100 million*
- *Statewide Parks Program—\$86.6 million*
- *Sustainable Groundwater Management Act Implementation—\$60 million*
- *Dam Safety and Flood Management—\$50 million*
- *Multi-Benefit Land Repurposing—\$20 million*

Legislative climate resilience bond proposals include SB 867 (Allen), AB 1567 (Garcia), and SB 638 (Eggman and Niello). The Allen and Garcia bond proposals total about \$16 billion each, while the Eggman and Niello bond sits at \$6 billion (some flood risk reduction funding is included in SB 867 and AB 1567). We believe the three proposals will be combined into one state general obligation bond proposal for placement on the November 2024 General Election ballot, but the total amount will likely be between \$8 and \$10 billion, according to Newsom Administration sources. Recent polling of state voters, however, indicate they are hesitant to support significant issuance of new debt.

When it Rains, it Pours...ⁱⁱ

After three consecutive years of persistent and worsening drought conditions, the state was inundated with multiple atmospheric rivers, causing widespread flooding in several counties earlier this year. These storms set rainfall records, with some locations receiving their annual average rainfall totals in less than a month. Breached levees, overtopped riverbanks, flash floods, mudslides, debris flow, and fallen trees resulted in loss of life and severe property and infrastructure damage. Thousands of persons were forced to evacuate with many losing their homes. By the time the storms and floods receded, economic losses were estimated to have reached between \$5–7 billion. The silver lining was the creation of historic levels of snowpack, significantly improving the state's water conditions. The FY2023-24 State Budget reflected these changing conditions, with many of the climate funding reductions being shifted to support targeted statewide flood funding.

He Who Sows Hurry Reaps Indigestionⁱⁱⁱ

This year's budget negotiations between the Legislature and the governor were more complicated compared to the last few years due, in part, to the governor's proposed trailer bills to streamline infrastructure projects that would help meet the state's climate goals, such as drought and flood resilience. The Governor originally proposed a package of 11 measures in May to accompany the main budget bill.

Under Newsom's proposal, certain types of water, transportation, clean energy, and semi-conductor or microelectronic projects would be eligible for expedited judicial review under the California Environmental Quality Act (CEQA). The provisions would require that judicial challenges and appeals under CEQA be completed, to the extent feasible, within 270 days. For water infrastructure, this expedited review process would specifically apply to the Delta Conveyance Project, water storage projects under Proposition 1 (including the Sites Reservoir Project), water recycling projects, desalination projects, and canal or other conveyance maintenance or repair projects. Projects would need to apply to be certified as an eligible water-related project and lead agencies would be required to prepare the administrative record concurrently with the administrative approval process.

The governor's trailer bill proposals would directly benefit water infrastructure projects by streamlining administrative and project delivery processes. Specifically, the

proposals would also streamline the process and types of documents that are subject to CEQA administrative record; grant the Department of Water Resources (DWR) the authority to utilize the Progressive Design-Build project delivery process to accelerate construction and reduce costs; repeal the classification of “fully protected” under CESA and provide additional authority for the California Department of Fish and Wildlife to issue incidental take permits; and streamline certain procedures of the Delta Stewardship Council to allow the Council’s consistency review process to be more efficient. The trailer bills would also seek to establish a Green Bank Financing Program within the Climate Catalyst Fund so that the state can leverage existing federal dollars for climate projects.

The Governor’s proposals were reduced to five infrastructure bills following negotiations with the Legislature to allow the state to “build more, faster to mitigate extreme weather and other environmental impacts.”

Senate Bill 149 by Senators Ana Caballero (D-Salinas) and Josh Becker (D-San Mateo), and Assembly Speaker Robert Rivas (D-Salinas) included the governor’s proposal to expedite CEQA administrative and judicial review procedures. Specifically, the legislation will revise procedures regarding CEQA administrative record to make preparation and certification of the record more efficient, without compromising the content of the record; establish new expedited judicial review procedures (270-days, if feasible) for four categories of public and private “infrastructure projects” provided the eligible projects are certified by the governor, approved by the lead agency by January 1 2033, and meet specified labor requirements; and extend these expedited administrative and judicial procedures until January 1, 2032.

Water-related projects that can qualify for this new streamlined CEQA review processes include a project that is approved to implement a groundwater sustainability plan that DWR has determined to be in compliance with specified provisions of SGMA; water storage projects under Proposition 1; water recycling projects; desalination projects; and projects exclusively for canal or other conveyance maintenance and repair. The definition of “water-related projects” explicitly excluded the design or construction of through-Delta conveyance facilities of the Sacramento-San Joaquin Delta.

Governor Newsom signed the final infrastructure bill package on July 10, 2023.

Changes in Attitude, Changes in Latitude^{iv}

Assemblyman Robert Rivas (D-Hollister) was sworn in on June 30, 2023 as the 71st Speaker of the California State Assembly. Speaker Rivas represents all of San Benito County, as well as portions of Monterey, Santa Clara, and Santa Cruz Counties. He succeeds Assembly Member Anthony Rendon from Los Angeles, who served as Speaker from 2016 to 2023.

Rivas announced his leadership team at a news conference on July 3. Assembly Member Cecilia Aguiar-Curry (D-Winters) has been tapped to assume the role of

Speaker Pro Tem and Assembly Member Isaac Bryan, D-Los Angeles, will be the new Majority Leader for the 62-member Democratic caucus. Aguiar-Curry and Bryan were allies of Rivas during his long, bitter fight for the Speaker role. At the news conference, Bryan said that the team would work on “building a different kind of culture in the body.” Rivas emphasized efficiency and unifying the caucus. Rivas shared the news at the conference that other committee leadership shake-ups were coming, though mostly in the next session to “minimize disruptions in the legislative year.”

Rivas represents a largely rural and agricultural district on California’s Central Coast. Since the early 1960s, the majority of Speakers have been from the urban areas of Los Angeles County or the San Francisco Bay Area. Many view Rivas’ politics and policies to be the same as Rendon’s, however Rivas is expected to bring more of a focus on farmworkers and agricultural communities.

Speaker Rivas named Keith Cialino to serve as an environmental policy consultant in his office. The move comes after longtime environmental policy advisers Alf Brandt and Marie Liu departed the speaker’s office following Rivas’ ascension into leadership. Prior to this position, Cialino served as a consultant for the Assembly Water, Parks and Wildlife Committee over the last five years. According to his LinkedIn profile, his areas of expertise include crafting science-informed public policy, public outreach, sustainability, water quality, and environmental management.

On the Senate side, on August 28, Senate President pro Tempore Toni G. Atkins (D-San Diego) announced that the Senate Democratic Caucus had unanimously named Senator Mike McGuire (D-Healdsburg) as the Pro Tem Designee, with a transition to be announced next year. Senator McGuire, a former county supervisor who was elected to the Senate in 2014, has served as Majority Leader since 2022, and has been integral to several legislative victories, including the 2022 climate package and the infrastructure streamlining package negotiated alongside this year’s state budget. Senator Atkins reaches the end of her term limit in 2024.

It is difficult to make our material condition better by the best law...’

Following the review and approval of legislative positions by Agency staff and the board of Directors, our firms actively monitored and engaged in direct lobbying on over 30 bills. Below, we highlight legislation on which the Agency was active on this year.

Atmospheric Rivers Research and Forecast Improvement Program

Assembly Bill 30, by Assemblymember Christopher Ward (D-San Diego), would revise the existing Atmospheric Rivers (AR) Program within the Department of Water Resources (DWR) to include forecast-informed reservoir operations (FIRO). Specifically, the bill would require the department to research, develop, and implement new observations, prediction models, novel forecasting 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. The bill would also

require the department to utilize relevant information to operate reservoirs in a manner that improves flood protection in the state and to reoperate flood control and water storage facilities to capture water generated by atmospheric rivers and other storms.

Atmospheric rivers are narrow bands of water vapor pushed along by strong winds from the tropics to higher latitudes, striking coastlines globally. Atmospheric river precipitation can be both beneficial and hazardous, creating a special challenge to California's water managers and flood control planners. Over the past decade, research has identified the benefits and risks of atmospheric rivers, and led to increased skill in forecasting such events. A small number of atmospheric rivers can provide between 40 to 50 percent of the state's annual precipitation and snowpack; however, problems can occur should atmospheric river events last for more than a day or occur back-to-back. At the beginning of 2023, for example, several back-to-back atmospheric rivers caused severe statewide flooding, resulting in both loss of life and property.

Climate change has been predicted to worsen the severity of atmospheric river events in California in the near future. Better modeling and forecasting, however, could help mitigate the risks associated with these events. According to research published by the Center for Western Weather and Water Extremes at the Scripps Institution of Oceanography at UC San Diego, widespread FIRO in California could save up to 500,000 acre-feet of water per year. Fully integrating FIRO into DWR's AR program is necessary to align investments in AR forecast development, support FIRO implementation, and enhance California's ability to leverage federal agency support and funding.

"Without efficient and reliable predictions of AR, many communities cannot prepare for floods, resulting in wasted water from dam overflow, hindering hydroelectric power, less water for agriculture use, and less water for rural residential communities that all too often go dry," wrote Assembly Member Ward. "ARs and their patterns can also help us better understand climate change and the environmental implications too much or too little water can have on our state."

The Agency joined several water agencies in supporting AB 30 as the bill would allow the Agency to improve their predictions of atmospheric rivers and their impacts on water supply, flooding, post-wildfire debris flows, and environmental conditions, while also strengthening drought resilience.

AB 30 enjoyed bipartisan support in both houses of the Legislature, passing both houses with no "No" votes. Governor Newsom signed AB 30 into law on September 1, 2023. (Chapter 134, Statutes of 2023).

Advance Payments for Habitat Restoration and Flood Control

In the grant funding process, many state agencies typically issue grant payments as reimbursements following the approval of receipts. It is not unusual, however, for

several months to pass between the time grant-related expenses are incurred and the reimbursement is receiving.

Assembly Bill 345, by Assemblymember Lori Wilson (D-Fairfield), would authorize the Department of Water Resources (DWR) or the State Water Resources Control Board (Board) with discretionary authority to advance payments to local agencies for projects that restore habitat for threatened and endangered species or improve flood protection. The bill would limit the total amount of advance payments to no more than 25% of the entire amount authorized to be provided under the funding agreement, require the project proponent to demonstrate a need for an advance payment and require the project proponent to demonstrate sufficient qualifications in managing the project and its finances. The bill would require the funds to be spent within six months and would require the recipient to provide an accountability report to the department or the board on a quarterly basis.

The Agency believed that AB 345 was necessary because local agencies that develop flood protection and habitat restoration projects have limited funds. It is not uncommon for these agencies to have annual budgets that are dwarfed by the magnitude of the capital projects that they implement. Since DWR and the Board cannot provide funds until after the local agency has paid project expenses, this means that local agencies are financing the State's share of the project alongside their own until reimbursement happens. For many grant recipients, this creates an irreconcilable cash flow challenge that acts as a major obstacle to the development and implementation of these much-needed projects. The discretion offered by AB 345 will enable DWR and the Board to resolve these issues when it determines it is appropriate to do so.

According to the Senate Appropriations Committee Analysis, AB 345's provisions would apply to several DWR grant programs, including, among others: Delta Levees Special Flood Control Projects, the Flood Corridor Program, the Riverine Stewardship Program, the Urban Streams Restoration Program, the Coastal Watershed Flood Risk Reduction Program, the Central Valley Tributaries Program, the Urban Flood Risk Reduction Program, the Small Community Flood Risk Reduction Program, and the Flood Control Subventions Program. Further, DWR, the Board and the California Natural Resources Agency have allowed for advanced payment options for local projects when specifically authorized in bond language. The State allowed for advanced funding the Urban Flood Risk Reduction (UFRR) program, The Coastal Flood Risk Reduction (CWFR) program when meeting the criteria of Water Code Section 10551, and other State grants. DWR and the Board have successfully used these authorities to provide billions of dollars in funding resulting in the construction of numerous projects protecting the citizens of our State. Thus, the impact of advanced payments has already been tested and proven to be beneficial.

Under AB 345, funds will not be advanced by DWR or the Board or held by the local agencies until they are needed. Moreover, the authority granted by AB 345 does not require DWR or the Board to fund any particular project. Rather, for projects otherwise

approved by the Legislative and Executive Branches for appropriations, this authority will help make these projects more achievable without resulting in additional state costs.

SCWA maintained a support position on AB 345 throughout the year. The bill enjoyed bipartisan support, passing the Assembly 78 – 0 and the Senate 39 – 0.

AB 345 was signed by the Governor (Chapter 647, Statutes of 2023).

Abandoned and Derelict Commercial Vessel Program

Current law authorizes the State Lands Commission (Commission) to take immediate action to remove from areas under its jurisdiction a vessel that is left unattended and is moored, docked, beached, or made fast to land in a position as to obstruct the normal movement of traffic or in a condition as to create a hazard to navigation, other vessels using a waterway, or the property of another. Current law requires the commission, by July 1, 2019, and in consultation with other relevant state and local agencies directly involved in the removal of abandoned vessels, to develop a plan for the removal of abandoned commercial vessels.

Assembly Bill 748, by Assemblymember Carlos Villapudua (D-Stockton), would establish the California Abandoned and Derelict Commercial Vessel Program within the Natural Resources Agency, to be administered by the commission, upon appropriation by the Legislature, to bring federal, state and local agencies together to identify, prioritize, and fund the removal and proper disposal of abandoned and derelict commercial vessels (ADCVs) and other debris from commercially navigable waters; and require the commission to, on or before July 1, 2025, create and regularly update and maintain thereafter an inventory of ADCVs on or in commercially navigable waters. The bill would additionally establish the California ADCV Program Task Force to, among other things, and in consultation with impacted local governments, provide policy guidance for the program and advise on the prevention, removal, destruction, and disposal of ADCVs, and to develop a system for prioritizing the removal of the ADCVs identified by the commission. The bill would further establish the ADCV Program Trust Fund to help fund the removal of ADCVs and other debris pursuant to this program.

ADCVs are strewn throughout the Delta and other California Waterways. ADCVs are not only expensive to remove (with costs reaching the millions of dollars), but also hazardous to navigation, the environment and public health and safety. Through deliberate action or negligence, these vessels break up, sink, or block navigation channels. ADCVs that settle on the bottom can disrupt the aquatic environment, scouring or crushing sensitive habitats like eelgrass beds and kelp meadows. Harmful pollutants from the ADCVs—like polychlorinated biphenyls, lead and copper-based paint, batteries, hydraulic fluid, grease, oils, lubricants—can then leak into the waterways. These chemicals can injure or kill marine mammals and other aquatic life and contaminate aquatic lands, nearby shorelines, and water bodies. Further, since many of these toxic substances do not dissolve in water, they can remain in the environment for lengthy periods of time.

SCWA supported AB 748, arguing that without such a program and ongoing funding, ADCVs would continue to pose a threat to the delta's waterways and levees.

AB 748 would generally prohibit a commercial vessel that is at-risk of becoming derelict, as determined by a peace officer, from occupying, anchoring, mooring, or otherwise being secured in or on waters of the state. The bill would subject a person who violates this prohibition to a civil penalty of not less than \$1,000 and not more than \$5,000 per day, and would prescribe other requirements related to a civil action, including the assessment of a civil penalty and the recovery of other specified costs, brought for a violation of this prohibition. The bill would require 75% of civil penalties and other costs collected to be deposited into the California ADCV Program Trust Fund and, upon appropriation by the legislature, 25% distributed to the Attorney General, district attorney, or city attorney prosecuting the action.

AB 748 received bipartisan support throughout the legislative process, passing both the Assembly and the Senate unanimously. AB 748 was enrolled and presented to the governor on September 18, 2023. Governor Newsom vetoed AB 748 stating, in part:

"While I support the author's attempt to create a statewide approach to address abandoned and derelict commercial vessels in California that pose significant public health, safety, and environmental risks, this program was not accounted for in the 2023 Budget Act. Implementation across the relevant agencies is expected to cost about \$7.5 million in year 1 with ongoing General Fund impacts... With our state facing continuing economic risk and revenue uncertainty, it is important to remain disciplined when considering bills with significant fiscal implications, such as this measure."

AB 748 is essentially identical to last session's Senate Bill 1065 (Eggman), which Governor Newsom vetoed, also citing as the reason the costs of the program in light of the state facing lower-than expected revenues at the time.

Water management planning and water shortages

Existing law requires every urban water supplier to prepare and adopt a water shortage contingency plan as part of its urban water management plan that consists of each of the following elements: (1) an analysis of water supply reliability; (2) procedures used in conducting an annual water supply and demand assessment that include, at a minimum, both the written decision-making process that an urban water supplier will use each year to determine its water supply reliability, and the key data inputs and assessment methodology used to evaluate the urban water supplier's water supply reliability for the current year and one dry year.

Assembly Bill 754, by Assemblymember Diane Papan (D-San Mateo), would additionally require an urban water supplier, if a single reservoir constitutes at least 50% of the total water supply, to identify the dam and describe existing reservoir

management operations. Similar requirements would be imposed on agricultural water suppliers.

According to the author, “the state eagerly uses all available water immediately after wet years and does not conserve until crisis hits. We must start planning for severe droughts rather than scrambling to react when faced with water shortages. The worst time to plan for drought is during drought. To better handle California's water crisis, California must learn to adapt to these extreme weather fluctuations and conserve water from the wet years before drought. To deal with these issues, [this bill] simply requires agricultural and urban water suppliers to initiate demand-side conservation triggered by reservoir storage levels. These plans will change our management from reactive to proactive.” The bill's sponsor, the California Coastkeeper Alliance, presented similar arguments to the author and argued that AB 754 is necessary so that both urban and agricultural water suppliers exercise greater foresight in planning for periods of drought to ensure demand-side conservation actions are adopted once in drought. The sponsors further asserted that urban water suppliers draw down reservoir levels as a first response to drought rather than taking steps to reduce demand during such periods.

Both the author's and sponsor's depictions of reservoir owners and their operations, however, are inaccurate and baseless. Our firm noted in communications with committees that AB 754 is sponsored and supported by environmental organizations that lack the expertise and experience of the engineers, hydrologists, and other professionals that operate sophisticated water systems. This is exemplified in the bill's core provisions, which are unnecessary and overly simplistic.

Water agencies that rely on reservoirs as water sources are already required by law to develop water shortage contingency plans, which require an assessment of water supply reliability, requiring identification of six standard water shortage levels corresponding to 10%, 20%, 30%, 40%, 50%, and greater than 50% shortages. Further, water agencies that rely on locally managed reservoirs are already accounting for the issues AB 754 seeks to address in their planning documents and through licensing and other agreements with state and federal entities. These licenses and agreements take numerous factors into account including the water year and environmental needs among others. AB 754, however, would require additional information such as the range of historic annual inflows into the reservoir, the range of historic annual outflows from the reservoir, the range of historic annual carryover volumes for the reservoir, the purposes for which the reservoir is operated, existing regulatory requirements, including instream flow requirements downstream of the reservoir, and more—all of which are unnecessary for an urban water management plan. Such additional requirements would also result in significant state and local implementation costs.

Further, while many agencies rely upon a single reservoir for a significant portion of their supply, they likely have other supplies that they manage in conjunction, including groundwater, recycled water, surface water, desalinated water, or other potential supplies. Additionally, though a water provider may receive water from a reservoir, for

many water providers, that reservoir may be owned and operated by the U.S. Bureau of Reclamation and/or is part of the larger State Water Project or Central Valley Project, and the requirements placed on water providers would be based on reservoir actions that are out of their control and based on complex and diverse information about the current and expected supply among other factors.

AB 754, however, would inappropriately force agencies to make water shortage and conservation decisions based on only one source of supply, rather than considering the full portfolio of water supplies and water supply goals. Making conservation decisions based on a reservoir level in isolation from all other water resources would lead to defective decision-making, potentially impeding critical activities such as groundwater recharge.

SCWA strongly opposed AB 754 and joined a coalition of other water providers to stop the bill from progressing. Though the bill passed the Assembly on a 59-18 vote, AB 754 was ultimately held on the Suspense File in the Senate Appropriations Committee. Assembly Member Wilson voted in favor of the legislation on the Assembly Floor.

Salmonid Populations and the California Monitoring Program

Current law requires the California Department of Fish and Wildlife (CDFW) to contract with the University of California (UC) to conduct a study on the effects of reduced waterflows at the mouths and upstream estuaries of certain rivers would have on salmon and steelhead populations and restoration or reintroduction programs, subject to the availability of funds. Additionally, the Salmon, Steelhead Trout, and Anadromous Fisheries Program Act, among other things, requires DFW, with the advice of specified committees, to prepare and maintain a detailed and comprehensive program for the protection and increase of salmon, steelhead trout, and anadromous fisheries.

Assembly Bill 809, by Assemblymember Steve Bennett (D-Ventura), would require DFW 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. As introduced, AB 809 would establish the California Monitoring Program Fund in the State Treasury to, upon appropriation by the Legislature, support the program. The funding mechanism was removed by the Senate Appropriations Committee, however. Our firm secured an amendment to AB 809 to authorize CDFW to consult with local agencies, tribes, conservation organizations, and academic institutions to carry out monitoring efforts under the program.

According to the author, "California's wild salmon and steelhead populations are on the brink of extinction. Nearly all the state's population of these species have declined due to habitat degradation, climate change and migration barriers. These fish are critical to ecosystem and human health alike. In 2011, the Coastal Monitoring Program was created to measure the recovery of endangered anadromous fish species."

SCWA has funded, and federal and state agencies have supported, investments in establishing a sustainable fall run Chinook Salmon fishery on Lower Putah Creek. The agency supported AB 809 upon its introduction, as the data collected under bill's proposed program would help the agency better coordinate its efforts with federal and state fishery agencies to maintain a healthy fall Chinook Salmon population.

AB 809 enjoyed bipartisan support and passed both houses of the legislature with no "NO" votes. Governor Newsom signed AB 809 into law on October 8, 2023. (Chapter 455, Statutes of 2023)

The California Water Plan – Long-Term Supply Targets

The California Water Plan (Plan) is "the master plan which guides the orderly and coordinated control, protection, conservation, development, management and efficient utilization of the water resources of the state." As a part of updating the plan every five years, the Department of Water Resources (DWR) is required to include a discussion of various strategies, including those relating to the development of new water storage facilities, water conservation, water recycling, desalination, conjunctive use, and water transfers that may be used to meet future water needs of the state. Inclusion of a particular project or strategy does not constitute approval of or state financing for said project or strategy without further legislative action. DWR must also conduct, as part of updating the plan, a study to determine the amount of water needed to meet the state's future needs and to recommend programs, policies, and facilities to meet those needs. The plan was last updated in 2018 and the next update is currently underway.

Senate Bill 366, by Senator Anna Caballero (D-Merced), would require DWR to coordinate with the California Water Commission, the State Water Resources Control Board, other state and federal agencies as appropriate, and a 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; and require DWR to update the California Water Plan on or before December 31, 2028 and every five years thereafter. Each update will require the plan to include a discussion of various strategies that may be pursued to meet the water supply targets, and an economic analysis. The bill would also require DWR to submit to the Legislature an annual report between updates to the plan that includes progress made toward meeting the water supply targets once established.

According to the author, "A reliable and sustainable water supply is critical to every aspect of California's economy and the quality of life for all Californians. While recent storms have been helpful, a combination of factors, including the driest three-year period in 1,200 years, an aging infrastructure, a growing population and economy, antiquated state policies, and climate change, have created a challenge that threatens the survival of some communities and sectors of the economy and jobs. Despite

decades of work to improve California’s water system, our infrastructure remains inadequate to meet present needs and is woefully unprepared to meet future needs. [This bill] would establish necessary water supply targets to capture and produce enough water for all uses, including communities, agriculture, and the environment, by modernizing the California Water Plan for a 21st century climate.”

California has established numerous targets over the last decade, including for renewable energy generation and electric vehicles sales. In August 2022, Governor Newsom released the [*“California’s Water Supply Strategy: Adapting to a Hotter, Drier Future.”*](#) the Administration’s blueprint for enabling the state to cope with more extreme droughts, floods, and temperatures while addressing long-standing challenges, such as over-reliance on groundwater and lack of safe drinking water in many communities. The governor released this strategy to address a projected 10% decrease in water supply by 2040 due to climate change. To address this projection, the strategy sets various targets to generate new water supply, reduce demand, and develop additional water shortage.

SB 366 would codify and amplify the governor’s Water Supply Strategy, which admits that the ability to capture water in wet years for use in dry years and to supply water for groundwater recharge will depend on adding surface water and groundwater storage capacity. This is especially important if a warming climate results in more precipitation falling as rain instead of snow—adding surface water storage capacity will be needed to both maintain and increase water supplies.

The Agency held a support position on SB 366. The bill unanimously passed the Senate before it was sent to the Assembly, where it was referred to the Assembly Water, Parks, and Wildlife Committee. The bill was scheduled to be heard in the Assembly Water Committee on July 11. The hearing was canceled at the request of the Author, as the committee was requesting amendments Senator Caballero was not willing to accept. The requested amendments included (1) striking the economic analysis requirement from the bill and instead requiring DWR to analyze the costs of achieving the targets developed under the bill and a cost-benefit analysis of the projects and strategies needed to achieve them; and (2) removing the 2040 interim target and allowing DWR to determine whether or not an interim target is necessary and feasible. The bill is now a 2-year bill after failing the July 14, 2023 legislative deadline for policy committees to meet and report bills.

2023 Water Rights Legislation

In 2022, the Planning and Conservation League (PCL) convened a group of water law and policy professionals to develop recommendations for Updating California Water Laws to Address Drought and Climate Change. The report, titled “Updating California Water Laws to Address Drought and Climate Change,” contains 11 recommendations to modernize California’s water rights law. All recommendations in the report are characterized as focused approaches to updating existing laws, regulations, and funding.

PCL noted that it recognized these recommendations can and should be scrutinized and refined in the various public processes, writing, in part:

“Some are more detailed all the way to the proposed legislative language. Others are more generally described. Although we gave them the best consideration we could in the time available, there will undoubtedly be additional drafting and implementation issues that will need to be considered. Also, we recognize that this is not a complete list of all needed upgrades. We hope that others will add their contributions to the process.”

This year, PCL co-sponsored three bills that would essentially restructure California’s water rights system: Senate Bill 389 by Senator Ben Allen (D-Santa Monica), Assembly Bill 460 by Assemblymember Rebecca Bauer-Kahan (D-Orinda), and Assembly Bill 1337 by Assemblymember Buffy Wicks (D-Oakland).

SCWA opposed all three bills. Joining a coalition that consisted of business properties associations, the California State Association of Counties (CSAC), the Association of California Water Agencies (ACWA), the California Municipal Utilities Association (CMUA), several other water districts, and building associations, (collectively referred to in this section as “Coalition”) our firm continuously engaged legislators and legislative staff as the bill moved through the legislative process, aiming to halt their progress at every step.

Senate Bill 389

Current law authorizes the State Water Resources Control Board (State Water Board) to investigate bodies of water, to take testimony in regard to the rights of water or the use of water, and to ascertain whether or not water is appropriated lawfully. Under existing law, the diversion or use of water other than as authorized by specified provisions of law is a trespass and subject to civil liability.

In its early iteration, SB 389 would authorize the Board to investigate the diversion and use of water from a stream system to determine whether the diversion and use are based upon appropriations, riparian right, or other basis of right. The bill would allow the Board, in furtherance of an investigation, to issue an information to a water right claimant, diverter, or user, to provide technical reports or other information related to a diversion and use of water, including, among others, information related to the basis of the water right claimed; information related to the patent date claimed for the place of use; and information related to the notice date of the appropriation and the date of actual delivery of water to beneficial use.

The bill would, after notice and opportunity for hearing, authorize the Board to issue a decision or order determining the diversion and use basis of right, including the authorized scope of the diversion and use, or issue a decision or order determining that the diversion and use is not authorized under any basis of right. In determining whether

a holder of an appropriative water right has forfeited the right or any portion of the right, the Board would not be required to find the existence of a conflicting claim by any water right holder within the stream system during the period of forfeiture. Further, the bill would have placed the burden of proving by the preponderance of evidence the elements of the basis of right on the water right claimant in any State Water Board proceeding. The bill further provided that nothing in its provisions limited the authority of the State Water Board to issue any decision or order, or to take any other action authorized by law.

SCWA opposed SB 389 as the bill presented significant concerns, namely that it would unjustly expand the authority of the Board and subject water right holders to costly and resource intensive investigations. SB 389 would not require the Board to provide a basis for initiating an investigation of a water right claim, meaning any claimant could be subject to an investigation at any time. Once an investigation is initiated, water right claimants would be subject to onerous reporting requirements, forced to provide countless amounts of information in the hopes of proving the validity of their right. In other words, the State Water Board would be able to drag any water rights holder before the board to defend its claim of right.

Once the Board begins adjudicating, the bill stacks the deck against all right holders by providing minimal due process protections and placing the burden of proof on the right holder. Though the bill includes an investigative process, the only opportunity for a claimant to participate is after notice and opportunity for a hearing; however, SB 389 provides no further details about the hearing process. The bill essentially would have allowed the Board to operate in the dark, without a fair and transparent process.

Additionally, by authorizing the Board to conclude that water rights have been forfeited in the absence of a conflicting claim, SB 389 disrupts settled law. Courts in California have long recognized there is no policy reason for finding a forfeiture until an alternative use has been asserted, as the purpose of the forfeiture doctrine is to free unused water for beneficial use. If no other beneficial use has been asserted, there is no reason to find a forfeiture.

In concert with the coalition, our firm diligently worked on communicating how SB 389 would undermine the reliability of any water right, and in turn, all interests that depend on such rights. Senator Allen engaged the Coalition stating that the intent of SB 389 was to give the Board the authority to request information about riparian and pre-1914 water rights. The opposition coalition began negotiating amendments with the senator that would: remove the burden of proof and forfeiture elements of the bill; narrow the scope of information orders that the board may issue with limitations as to the burden of providing documents; and include a cross-reference to enforcement authority the Board has over an unauthorized use. By June, the Author, Senator Ben Allen (D-Santa Monica), committed to removing provisions related to forfeiture and expressed that he was open to further amendments to the bill.

By July, Senator Allen amended the bill to further address the Coalition's concerns with the measure. As amended, SB 389 would authorize the Board to investigate and ascertain whether or not a water right is valid. The bill would authorize the board to issue an information order in furtherance of an investigation, as executed by the executive director of the board, to a water right holder or claimant, diverter, or user to provide the information related to a diversion and use of water. Instead of the burden of proof being solely on the water right claimant, SB 389 was amended to state: "the burden of any order issued under subdivision (b), including costs, shall bear a reasonable relationship to the need for the requested information and the benefits to be obtained from the board receiving that information." Further, the Board would be required to provide the person to whom the request is directed with a written explanation with regard to the need for the information, and identify the evidence that supports requiring that person to provide the information.

Based on these amendments, the majority of the opposition coalition, including the Agency, removed their opposition to SB 389 and took a neutral or watch position on the bill. SB 389 passed the Assembly on a 58-17 vote and the Senate 30-8 on concurrence in Assembly amendments. Senator Dodd voted in favor of the bill as did Assembly Member Lori Wilson.

Governor Newsom signed SB 389 into law on October 8, 2023 (Chapter 486; Statutes of 2023)

Assembly Bill 460

Current law authorizes the State Water Board to investigate all watercourses, 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 unreasonable use of water.

AB 460 would authorize the Board to issue, on its own motion or upon the petition of an interested party, an interim relief order to implement or enforce constitutional law, common law, and statutes regarding waste and unreasonable use, the public trust doctrine, and water quality objectives. The bill would provide that a person or entity that violates any interim relief order issued by the board would be liable to the board for a civil penalty.

Additionally, current law authorizes any party aggrieved by any decision or order of the Board to file a petition for a writ of mandate for judicial review of the decision or order. Current law requires a court to exercise its independent judgment on the evidence in any case involving the judicial review of certain cease and desist orders issued by the board and in any other case in which the court is authorized by law to exercise its independent judgment on the evidence.

AB 460 would require an aggrieved party to file a petition for reconsideration with the board to exhaust the party's administrative remedies before filing an action for judicial review of the board's decision or order. The bill would require the scope of review of a board decision or order regarding interim relief to be the same as for a court of appeal review of a superior court decision granting or denying a preliminary injunction. The bill would generally prohibit a legal or equitable process from issuing in any proceeding in a court against the Board to review, prevent, or enjoin certain adjudicative proceedings or a decision or order of the Board before a final decision or order of the Board is issued.

According to the Author, Assemblymember Rebecca Bauer-Kahan (D-Orinda), the bill is intended to give the State Water Board an additional tool to enforce existing law and enhance penalties to deter unlawful behavior. A coalition of environmental organizations similarly argued that the bill is necessary to ensure a "climate resilient future for fish, water, and people."

The Agency, along with the rest of the opposition coalition, argued against AB 460 stating that the bill is overly broad, significantly expanding the Board's existing enforcement authority, thus presenting a threat to law-abiding water right holders and water supply reliability.

Water agencies rely on their water rights to ensure there will be sufficient water to meet the needs of their customers and to serve future growth. Materially altering the water rights system in California could result in the inability of public water systems to meet existing needs and to plan for the future because they would lack certainty regarding their ability to divert or store water pursuant to their water rights permits and licenses. For example, a city or county, at the time that it determines whether an environmental impact report, a negative declaration, or a mitigated negative declaration is required for any project subject to the California Environmental Quality Act, must identify any water system whose service area includes the project site and any water system adjacent to the project site that is, or may become as a result of supplying water to the project. Each public water system must verify that available water supply during normal, single dry, and multiple dry water years during a 20-year projection will meet the projected water demand associated with the proposed project, in addition to the public water system's existing and planned future uses, including agricultural and manufacturing uses. The assessment required must include an identification of any existing water supply entitlements, water rights, or water service contracts relevant to the identified water supply for the proposed project, and a description of the quantities of water received in prior years by the public water system.

AB 460 would also authorize the Board to issue interim relief on much broader issues than violations to drought-related curtailment orders. The bill would apply to enforcement of Fish and Game Code Section 5937; the Public Trust Doctrine; Section 2 of Article X of the California Constitution (the reasonable use doctrine); and water quality objectives, principles, or guidelines. Under this bill, any interested party that takes issue with dam releases could seek immediate state intervention and the bill would authorize the Board to take over dam operations. Additionally, this bill allows the

Board to essentially determine the degree to which the public trust doctrine applies, a concept that courts have been unable to agree on a precise definition.

Finally, the bill also raises several due process concerns. AB 460 would allow the Board to issue interim relief without notice or opportunity for a hearing. Allowing the Board to act on its own motion to issue an order violates certain ensured protections. There already exists a process where the Board can seek short-term injunctive relief by referring matters to the Attorney General. The scope of actions this bill targets requires fact-finding and balancing, which is only something an adjudicator should be able to do.

AB 460 would give the Board sweeping authority to address far more than just illegal diversions. The bill continues to change the standard of review for all final Board orders to one that is deferential to the Board's decisions. This will effectively deny the court its current role to make its own determination about Board actions.

Interim relief should only be reserved for very limited circumstances (i.e., quick responses to obvious illegal actions). It should not be a tool to enforce all areas within the Board's jurisdiction. Furthermore, the Senate Natural Resources and Water Committee's analysis implies that this new authority would enable the Board to make seismic changes to the ways water is managed at a moment's notice, without the benefit of a robust administrative process. This ability to rapidly change the status quo is yet another way that this bill puts law-abiding water users at risk.

Despite the potential effects of AB 460, the Assembly voted to pass the bill 43–20, with 17 members, including Assembly Member Wilson, not voting. Throughout the bill's progress, Assemblymember Bauer-Kahan continued to signal disinterest in engaging with the opposition coalition and rejected suggested amendments from both ACWA and the CMUA. Based on this knowledge, our firm and the coalition focused on stopping AB 460's progress in the Senate Natural Resources and Water Committee. Though initial meeting requests with Committee Chair Dave Min (D-Irvine) were rejected, the opposition coalition was directed to meet with the committee consultant, who signaled that Senator Min had already decided to support the bill. Still, the coalition targeted 3 Democrats on the 11-member committee to either abstain or oppose the bill with Republican members to stop it from moving forward: Senators Melissa Hurtado (D-Sanger), Susan Talamantes Eggman (D-Stockton), and Steve Padilla (D-San Diego). With our efforts, all three committed to voting against AB 460.

Ultimately, Assemblymember Bauer-Kahan pulled AB 460 from the Senate Natural Resources & Water Committee hearing agenda on June 27, 2023. AB 460 is now a 2-year bill that will be eligible to be considered in 2024.

Assembly Bill 1337

Under existing law, the diversion or use of water authorized by specified provisions of law is a trespass. Existing law authorizes the Board to adopt emergency regulations if, among other things, the regulations are adopted to prevent the waste, unreasonable

use, unreasonable method of use, or unreasonable method of diversion, of water, to promote water recycling or water conservation, to require curtailment of diversions when water is not available under the diverter's priority of right, or in furtherance of any of the foregoing, to require reporting of diversion or use or the preparation of monitoring reports. Existing law also authorizes the Board to issue a cease-and-desist order against a person who is violating, or threatening to violate, certain requirements relating to water use.

AB 1337 would authorize the Board to issue a curtailment order for any diversion, regardless of basis of right, when water is not available under the diverter's priority of right. Specifically, the bill would: (1) require the Board to adopt regulations governing implementation of curtailment orders; (2) authorize the Board to issue a cease-and-desist order when a water right holder fails to curtail diversions when water is unavailable under the water right holder's priority of right; and (3) expand the instances when unauthorized diversion or use of water is considered a trespass.

According to the author:

"Before California passed The Water Commission Act in 1914, our state's water rights system was fundamentally unfair. It was exclusionary—the textbook definition of systemic racism—with Indigenous People and Californians of color literally forbidden from owning the land that was necessary to attain a water right...Now, more than one hundred years later, those who have inherited the pre-1914 water rights claim they were "first in time, first in line", and oppose this bill because it would subject them to regulation by a state-appointed body...The State Water Resources Control Board already has the ability to curtail water use in order to balance legitimate demands from residents, agriculture, businesses, and the environment. However, it lost a court case against the same organizations that oppose this bill, and AB 1337 amends the law upon which that ruling was based."

A coalition of environmental organizations wrote in support of the bill, arguing that the Board "lacks the authority to curtail all rights outside of a state-wide drought emergency" and that AB 1337 would "fully equip" the Board to manage the state's water rights system.

The Agency, along with the rest of the coalition, argued that AB 1337 would essentially hand the State Board unfettered authority to control water as it sees fit. The Board's use of curtailments to deal with water shortages during drought is a relatively new occurrence. With this unprecedented statutory authority, the Board would be able to curtail the legal diversion or use of water under any claim of right during any water year—even during years when the state receives record amounts of precipitation. There are also limited guardrails or guidance in the bill for how the Board would implement curtailments under the authority provided in this bill.

Curtailments have significant ramifications that extend far beyond the water right holders themselves. For example, the resulting reduction in anticipated water supply can disrupt agriculture, industry, and other water-dependent sectors, leading to job losses, revenue declines, and other economic hardships. Additionally, curtailment orders can disproportionately impact small and disadvantaged water users who may lack the resources to adapt to changing water conditions. Because of their effects, curtailments have historically—and should continue to be—reserved for use only during emergency drought conditions. By limiting curtailment to the most severe and urgent water shortages, the Board can ensure that this tool is used only when necessary and that its impacts are mitigated.

Under AB 1337, curtailments could become an every-year water management tool, which would be an unnecessary task for the Board and threaten to create chaos in the way water is managed, diverted, and used.

AB 1337 narrowly passed the Assembly with a 45-20 vote, with 15 members not voting. Every single Assembly Republican, along with a handful of Democrats from the San Joaquin, voted against the bill. Though some Assembly Democrats voted against AB 460, these same members still voted to pass AB 1337 as they felt they could not vote against both bills. Assembly Member Wilson was among the Members voting in favor of the bill, although she abstained from voting on AB 460.

Throughout the bill's progress, Assemblymember Wicks was resistant to working with the opposition. After passing the Assembly, our firm and the coalition focused on stopping AB 1337's progress in the Senate Natural Resources and Water Committee in tandem with efforts to stop AB 460. The coalition targeted the same (3) Democrats on the 11-member committee to either abstain or oppose the bill with Republican members to stop it from moving forward: Senators Melissa Hurtado (D-Sanger), Susan Talamantes Eggman (D-Stockton), and Steve Padilla (D-San Diego). With our efforts, all three committed to voting against AB 1337.

Ultimately, Assemblymember Wicks pulled AB 1337 from the Senate Natural Resources & Water Committee hearing agenda on June 21, 2023. AB 1337 is now a 2-year bill that will be eligible to be considered in 2024.

Climate Bond Legislation

According to July 2022 polling by the Public Policy Institute of California, Californians are most likely to name water supply and drought, followed by wildfires and climate change, as the most important environmental issues the state faces. In the same poll, overwhelming majorities raise concerns about water supply and protecting the condition of the state's oceans and beaches.

Bonds can be placed on the ballot by citizen's initiative and by the Legislature. Bonds are often used to finance capital outlay projects to help spread the cost over the years the proposed projects provide services. State voters have approved general obligation

bonds for a variety of purposes including, for example, education, housing, high-speed rail, correctional facilities, and veterans.

With the overwhelming need to promote climate resilience in the state, legislators introduced climate resilience bonds to potentially be included in the November 2024 statewide election ballots. These include Senate Bill 638 by Senator Susan Eggman (D-Stockton) and Roger Niello (R-Roseville), Senate Bill 867 by Senator Ben Allen (D-Santa Monica), and Assembly Bill 1567 by Assemblymember Eduardo Garcia (D-Coachella).

Senate Bill 867 & Senate Bill 638

SB 867 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.

The bill would specifically authorize \$5.2 billion, upon appropriation by the Legislature, for drought, flood, and water resilience programs. These would include: \$400 million to the State Water Board for projects that improve water quality or help provide clean, safe, and reliable drinking water; \$400 million to the Department of Water Resources (DWR) for groundwater projects that improve water resilience, including recharge, storage, banking, and conjunctive use; \$600 million for projects that protect and restore rivers, streams, lakes, and watersheds; and \$300 million for water reuse and recycling grants. The bill would also authorize \$3 billion for wildfire and forest resilience programs, including watershed improvement programs.

Similarly, SB 638 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.

Provisions were added to both SB 638 and SB 867 that would prevent each bond from going into effect unless the other is also enacted.

AB 1567 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. These would include: \$2.275 billion for the prevention and reduction in the risk of wildfires to lives, properties, and natural resources; \$5.255 billion for safe drinking water, drought preparation and response, and flood protection; \$1.59 billion for climate resilience and mitigation strategies to address increasing temperatures and extreme heat; and \$1.2 billion to strengthen climate resilience based on regional needs.

All bills would provide for the submission of their provisions to the voters at the November 5, 2024 statewide general election.

Our firm closely monitored the progress of all three bond bills and communicated the Agency's priorities for potential funding, including habitat restoration, State Water Project public benefit projects, and water use efficiency. All three bills await final consideration next year.

Assembly Constitutional Amendment No. 13

Assembly Constitutional Amendment (ACA) No.13, by Assemblymember Christopher Ward (D-San Diego) proposes to amend the California Constitution for two purposes: (1) to require an initiative constitutional amendment to comply with any increased voter approval threshold that it seeks to impose on future ballot measures; and (2) to guarantee in the state constitution the ability of local governments to submit advisory questions to voters.

ACA 13 provides that an initiative measure that includes one or more provisions that amend the California Constitution, and that increases the voter approval requirement to adopt any state or local measure, must receive a proportion of votes in favor of the initiative that is equal to or greater than the highest voter approval requirement imposed by the initiative for the adoption of a state or local measure. In simpler terms, if an initiative measure proposes to require a 2/3 vote of the electorate to impose a tax, then the initiative measure itself must be approved by a 2/3 vote of the electorate. The current voter threshold for passage is a majority vote.

ACA 13 also authorizes a local governing body, at any election, to hold an advisory vote concerning any issue of governance for the purpose of allowing voters within the jurisdiction to voice their opinions on the issue. The measure provides that an advisory question is approved only if a majority of the votes cast on the question are in favor and further provides that the results of the advisory vote are not controlling on the local governing body. Further, the provisions of this measure related to the vote requirement for initiative constitutional amendments apply only to initiatives that seek to make it more difficult for voters to take a specified action by approving a ballot measure. It does not affect the vote requirement for initiative constitutional amendments that seek only to make it harder for a governmental body to approve a specified action by increasing the vote by which that body must approve an action.

According to Assemblymember Ward:

“The Protect and Retain the Majority Vote Act, ACA 13, would retain the majority vote requirement for passage of state and local initiatives. ACA 13 will require proposed initiatives that seek to increase vote thresholds on future ballot measures to pass with that same proportional higher vote threshold. For example, a measure that would impose a two-thirds vote threshold on future measures should also pass with a two-thirds vote. Cities and counties also often place non-binding advisory measures on the ballot to allow voters to weigh in on various issues. This is a critical tool that allows voters to advise local government, and ACA 13 would protect the right of cities to place advisory questions on the ballot to ask voters their opinion on issues.”

ACA 13 was written in response to Initiative #1935—a measure that would amend the California Constitution to change the rules for how the state and local governments can impose taxes, fees, and other charges—which is slated to appear on the ballot during the 2024 statewide general election. Among other provisions, initiative #1935 requires that any local special tax be approved by a two-thirds vote of the electorate to take effect. Recent case law suggests that local special taxes that are proposed by a local initiative measure can be approved by a majority vote of the electorate. By contrast, local special taxes that are placed on the ballot by a local governmental body must be approved by a two-thirds vote of the electorate. Additionally, initiative #1935 prohibits an advisory measure from appearing on the same ballot as a local measure that proposes a general tax if the advisory measure would indicate that the revenue from the general tax will, could, or should be used for a specific purpose.

If ACA 13 were applied to the voter’s consideration of initiative #1935, then initiative #1935 would need to be approved by two-thirds of the voters to take effect—the very same threshold authors of the initiative seek to place on the local electorate for any local special tax to take place.

According to the California State Council of Service Employees international Union (SEIU California): “ACA 13 is simple. It would retain and protect the majority vote, require any initiative that increases voter approval requirements to also be approved at the higher level, and would ensure local governments can always ask voters for their opinion on issues.”

ACA 13 passed the Assembly 55-19 and the Senate with a 28–9 vote. Senator Dodd and Assembly Member Wilson voted in favor of ACA 13.

It's tough to make predictions...^{vi}

Members of the Assembly and one-half of the 40-member State Senate will stand for election in 2024 with the primary election moved up to March 2024 to put California in a more influential position to vote on presidential candidates. Locally, California Districts represented by Senator Bill Dodd and Assembly Member Lori Wilson will appear on the ballot. So far, four Democratic Party candidates have declared their intention to run for

Senate District 3 seat: Napa County Supervisor Alfredo Pedroza; Christopher Cabaldon, former mayor of West Sacramento; Rozzana Verder-Aliga, Vice-Mayor of Vallejo; and Jackie Elward, Rohnert Park city councilor. No candidates have announced their intention to challenge Assembly Member Wilson for the 11th Assembly seat.

Ten State Senators and 8 Assemblymembers will be termed out of office in 2024, including many that hold important committee chair positions. In the Senate, term limited members include Anthony Portantino, chair of the Appropriations Committee; Nancy Skinner, chair of the Budget & Fiscal Review Committee; Bill Dodd, chair of the Governmental Organization Committee; Richard Roth, chair of the Business, Professions and Economic Development Committee; Steve Glazer, chair of the Elections and Constitutional Amendments Committee; Steve Bradford, chair of the Energy, Utilities & Communications Committee; and Susan Talamantes Eggman, chair of the Health Committee. In the Assembly, Philip Ting, chair of the Budget Committee will term out, as also will Chris Holden, chair of the Appropriations Committee; Reginald Jones-Sawyer, chair of the Public Safety Committee; Brian Maienschein, chair of the Judiciary Committee; and Freddie Rodriguez, chair of the Emergency Management Committee.

The change in leadership in the Senate and Assembly, with Senate President pro tempore Atkins yielding her position to Senator McGuire next year and Speaker Rivas assuming his position at the end of this past June, in combination with the term limited members noted above, could signal new fiscal and policy directions for both houses. It is likely that some current policy committee chairs will be appointed to fill the soon-to-be vacant chairs. Changes could occur at any time ahead of the next session, which is scheduled to be gavelled into order on January 3, 2024.

Our firm expects efforts to be renewed to effect reform in water rights administration and enforcement. AB 460 by Bauer-Kahan and AB 1337 by Wicks both remain eligible for consideration by the Senate Natural Resources & Wildlife Committee anytime next year as late as July. The committee chair, Senator Dave Min (D-Irvine) is running for Congress next year and would have to vacate his Senate seat at the end of the 2023-24 Regular Session if he remains in the Congressional race. The latter circumstance could lead to a change in the committee chairmanship. The water rights opposition coalition prevailed on both bills by a one-vote margin, with Min supporting both bills. A new chair could sway the vote in committee, although it is unlikely that the current vote tally would change absent changes to the committee membership.

The task of influencing the content of a climate resilience bond will occupy our time next year and we will lean heavily on Senator Dodd and Assembly Member Wilson to press for funding categories and language that will benefit the agency in terms of its ability to compete for state grant funding. Voter sentiment combined with a limit in the amount of state general obligation bond debt service will make it difficult to place a measure on the November ballot at a sufficient dollar total that will benefit many programs or projects. The Governor has indicated that he can only support a total of \$26 billion in new debt going before the voters next year, and a \$4.68 billion bond to build 10,000 new

behavioral health beds and supportive housing units across the state will appear on the March primary election ballot. This means that a climate resilience bond, given competing housing and education bond proposals, will likely end up in the \$8 to \$10 billion range—far less than the \$16 billion proposals contained in AB 1567 and SB 867 (let alone the \$6 billion SB 638 flood risk reduction bond).

Our firm continues to monitor work on voluntary agreements among state, federal and local water entities that create new measures to integrate additional water flows with the physical landscape to help improve conditions for native fish in the Sacramento and San Joaquin rivers, their tributaries, and the Delta to which they drain. The agreements encompass an integrated program to improve the health of rivers more quickly and more holistically than the traditional regulatory proceedings underway by the state board. Water suppliers in the Sacramento-San Joaquin Delta watershed not covered by a voluntary agreement will be subject to the regulatory requirements developed by the state board as part of its update to the Bay-Delta Water Quality Control Plan, which would include a mix of flow and potentially other measures to provide reasonable protection of fish, wildlife, agricultural, municipal, and other water uses.

According to the California Natural Resources Agency, parties are currently working to ensure the agreed-upon term sheet can go to the state board for its analysis as an alternative pathway to implement an updated Bay-Delta Water Quality Control Plan. Early implementation provisions of the MOU entered into by the parties mean that habitat restoration will not wait the two or more years it will take for the state board to complete its process. Some improvements are already underway. Signatories have begun creating the shared governance structure that will guide adaptive management under the agreements, and the state and water suppliers have already begun coordinating habitat restoration with flows.

The state board staff released its “Draft Scientific Basis Report Supplement in Support of Proposed Voluntary Agreements” in January 2023. The state board is holding a workshop on October 19, 2023, on a draft Staff Report/Substitute Environmental Document in support of possible updates to the Water Quality Control Plan for the San Francisco Bay/Sacramento San Joaquin Delta Estuary. The updates are focused on the Sacramento River watershed, Delta eastside tributaries, interior Delta, and Delta.

Our firm also is monitoring the state board proposed regulations for “Making Water Conservation a Way of Life” that would implement the requirements of SB 606 (Hertzberg) and AB 1668 (Friedman) from 2018. We are members of several ACWA work groups and have shared communications from ACWA staff on the analysis and comments developed by the work groups with agency staff. A public workshop on the proposed regulations was held on October 4, 2023, and the comment deadline is October 17, 2023. The regulatory framework proposed by state board staff would establish individualized efficiency goals for each Urban Retail Water Supplier—a water supplier, either publicly or privately owned, that directly provides potable municipal water to more than 3,000 end users or that supplies more than 3,000 acre-feet of potable water annually at retail for municipal purposes. The goals are based on the

unique characteristics of the supplier's service area and are intended to give suppliers the flexibility to implement locally appropriate solutions. Once implemented, state board staff estimate the achievement of the goals will reduce urban water use by more than 400-thousand-acre feet by 2030. Public water systems led by ACWA, and other state organizations expressed significant concerns with the draft regulations during the public workshop, including the estimated cost to achieve the estimated savings--\$13 billion statewide. Thankfully, state board members shared many concerns similar to those expressed during the public comment period.

ⁱ “A Debt Problem Is, At Its Core, a Budgeting Problem.” — Natalie Pace, *The ABCs of Money*

ⁱⁱ “When it rains it pours. Maybe the art of life is to convert tough times to great experiences: we can choose to hate the rain or dance in it.” — Joan F. Marques

ⁱⁱⁱ “He Who Sews Hurry Reaps Indigestion.” — Robert Louis Stevenson

^{iv} “Changes in Attitude, Changes in Latitude;” Lyrics by Jimmy Buffett

^v “It is difficult to make our material condition better by the best law, but it is easy enough to ruin it by bad laws.” — President Theodore Roosevelt

^{vi} “It's tough to make predictions, especially about the future.” —Yogi Berra

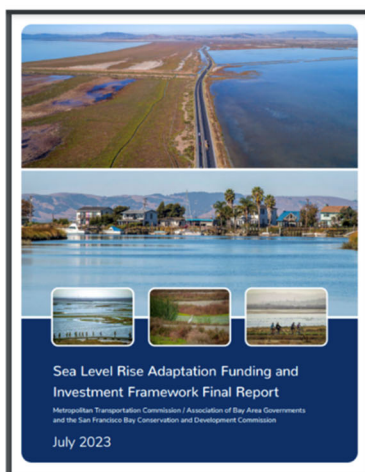
WATER POLICY UPDATES

**NORTH BAY WATERSHED ASSOCIATION
REPORT TO SOLANO COUNTY WATER AGENCY
BOARD OF DIRECTORS
MEETING DATE: January 11, 2024**

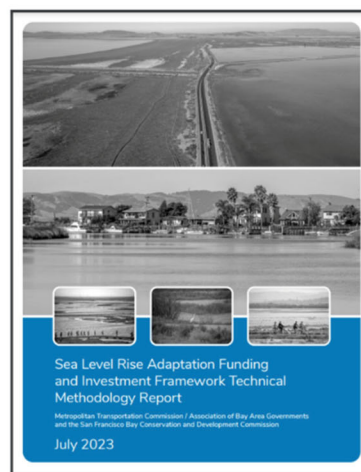
Elizabeth Patterson, SCWA

The North Bay Watershed Association (NBWA) is a group of 18 regional and local public agencies located throughout Marin, Sonoma, and Napa Counties. The NBWA brings together regulated North Bay public agencies to address issues of common interest that cross political boundaries and to promote stewardship of the North Bay watershed resources. NBWA Board of Directors' Meetings are held once a month, usually on the first Friday of the month ([meeting information](#)). All meetings are open to the public.

This is the link to the agenda for the NBWA meeting August 4th at the Napa Sanitation District office <https://www.nbwatershed.org/> The treasure's report and Executive Director's report are posted. This [link](#) is for reference material for the presentation at the December meeting. Reference Material - from the 12-1-23 SFEI presentation to the N. Bay Watershed Association BCDC & MTC/ABAG collaboratively developed the Sea Level Rise Adaptation Funding and Investment Framework likely \$110 Billion dollar cost of SLR adaptation projects to protect shoreline communities through 2050. It also estimates the potential local and regional revenue sources to address the funding gap between adaptation costs and likely state & federal funding. Here are links to the three key documents that should be on the desk of every North Bay agency, elected and community leader that cares about local climate adaptation.



Report:
SLR Adaptation Funding & Investment



Technical Report:
Assumptions and Methods

Presentations

- [Guest Presentation - Why We Need Bold Regional Governance and Finance Innovations to Underpin Advancements in Climate Science and Engineering](#)

Warner Chabot, Executive Director, San Francisco Estuary Institute, Aquatic Science Center: Warner Chabot brings three decades of experience in environmental policy, fundraising, and management to amplify and extend the positive impact of the San Francisco Estuary Institute on the health of California's aquatic ecosystems.

San Francisco Bay Estuary Institute: About SFEI: SFEI produces independent science for the public and natural resource decision-makers to foster healthy aquatic ecosystems.. SFEI's mission and vision were honed over two decades of successful work as an independent NGO focused on the San Francisco Bay and projects throughout California. SFEI was formed in 1992 with a primary purpose to support the implementation of the U.S. Clean Water Act. In 2006, the Aquatic Science Center (ASC), a Joint Powers Authority, was founded by the State Water Resources Control Board via the California Water Quality Improvement Act.

In 2010, the two organizations' **boards merged** to optimize effectiveness and provide scalable solutions. SFEI has a broadly representative board of directors that includes scientists, dischargers, regulators, and NGOs. With a \$10-million annual budget, SFEI has built a team of more than 50 award-winning scientists conducting research across three programs – **Clean Water, Resilient Landscapes, and Environmental Informatics** – all funded by a mixture of fees and grants. Find out more at www.sfei.org.

Warner described the **Bay Area's \$110 billion dollar reconciliation with climate change by 2050**, case studies of advances in **scaled adaptation**, and the crucial **roles our public agency leaders** and decision makers have in meeting these epic challenges. **A call for action.**

Warner started off by acknowledging his support of NBWA members as being “on the front lines” dealing with science, engineering, infrastructure, budgets, policy, local politics, and delivering the essential water, as well as safely disposing of the waste to keep people's homes, communities from flooding. NBWA members tackle water issues across 4 counties, and some do so with a very challenging tax base to fund the essential improvements that are often necessary. He also noted the work that NBWA members have done with and for disadvantaged communities is impressive.

For the big picture for the Bay Area, **shoreline adaptation for the North counties is getting inadequate attention** and in the next two decades will struggle with sea level rise, rising groundwater, and flooding. Highway 37 is a great example of the NBWA region doing a good job with the regulators, the engineers, the transportation agencies, integrating transportation and wetlands restoration goals. This region has, he thinks, the greatest potential for major wetlands restoration anywhere in Western US, if not North America. He **suggested NBWA member engagement** with elected officials will be absolutely critical in the one-to-10-billion-

dollar range going forward in terms of what is going to be needed to deal with climate change in the Bay Area.

Sacramento will release an update of their 2018 sea level rise guidance so that we have set up charged with set of assumptions. He encourages members to look at the right-hand columns [\[see slides\]](#) because that is the future that inevitably we are going to be facing. Warner provided insight into two of SFEI's Reports: *Sediment for Survival - A Strategy for the Resilience of Bay Wetlands in the Lower San Francisco Estuary* and *San Francisco Bay Shoreline Adaptation Atlas*. Warner suggests that **members** also review the *Sea Level Rise Adaptation Funding & Investment Framework Final Report*. The Metropolitan Transportation Commission partnered with the Association of Bay Area Governments and the Bay Conservation and Development Commission on the report.

Some of the data in the report show that **Solano County** has a \$7 Billion need in hybrid and green approaches with the majority of the estimated need designated as **Placeholders**. For the Bay Area, MTC ABAG and SFBCDC estimated \$110 billion needed for adaptation by **2050 assuming 4.9 feet of inundation**. That includes \$85 billion value of parcels and \$151 billion in roadways. Total assets in the Bay Area at risk is estimated at \$236 billion.

Warner described the recent **City of Stockton vote of 58% supporting \$14 million** parcel taxes to leverage \$1.2 billion projects. He recommended a **Bay Area Climate Boot Camp** for governance and finance and supplement with advanced climate adaptation workshops.

Additional funding resources provided:

- ARCCA - Alliance of Regional Collaboratives for Climate Adaptation
CA Climate Resilience Grant Program Tracker: <https://arccacalifornia.org/grant-tracker>
- San Francisco Bay Joint Venture
Funding Guide: <https://sfbayjv.org/funding>
North Bay Watershed Association
DRAFT Board Meeting Summary
December 1, 2023
- Governor's Office of Planning and Research
ICARP – Integrated CA Adaptation and Resiliency Program Grants
<https://opr.ca.gov/climate/icarp/grants>

The full presentation is in PDF format and can be found at <https://www.nbwatershed.org/event/nbwa-board-meeting-15/>