

SOLANO COUNTY WATER AGENCY



BOARD OF DIRECTORS MEETING

BOARD OF DIRECTORS:

Chair:

Director J.D. Kluge
Solano Irrigation District

Vice Chair:

Supervisor John Vasquez
Solano County District 4

Mayor Steve Young
City of Benicia

Mayor Steve Bird
City of Dixon

Mayor Catherine Moy
City of Fairfield

Director Chris Holdener
Maine Prairie Water District

Director Dale Crossley
Reclamation District No. 2068

Mayor Ronald Kott
City of Rio Vista

Supervisor Erin Hannigan
Solano County District 1

Supervisor Monica Brown
Solano County District 2

Supervisor Wanda Williams
Solano County District 3

Supervisor Mitch Mashburn
Solano County District 5

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, February 8, 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#

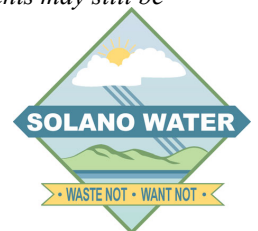
Phone Number: +1 669 900 6833

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: cle@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. **CONSENT ITEMS** *(estimated time: 5 minutes)*

(A) Minutes: Approval of the Minutes of the Board of Directors meeting of January 11, 2024.

(B) Expenditure Approvals: Approval of the January 2024 checking account register.

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

RECOMMENDATION: For information only.

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

RECOMMENDATION: For information only.

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

RECOMMENDATION: For information only.

10. **WATER AGENCY STAFFING-ADDITION OF INTERMITTENT ASSISTANT WATER RESOURCES TECHNICIAN TO ASSIST WITH CARETAKING OF SACKETT RANCH PROPERTY** *(estimated time: 10 minutes)*

RECOMMENDATION: Authorize General Manager to hire one 3-year limited term Assistant Water Resources Technician limited to no more than 1000 hours per fiscal year to support ongoing caretaking of Sackett Ranch Property.

11. **WATER AGENCY STAFFING-ADDITION OF ONE ASSISTANT AND ONE SENIOR WATER RESOURCES TECHNICIAN TO MANAGE SACKETT RANCH NATIVE PLANT NURSERY** *(estimated time: 10 minutes)*

RECOMMENDATION: Authorize General Manager to hire one permanent Assistant and one permanent Senior Water Resources Technician to manage Sackett Ranch native plant nursery.

12. **SOLANO PROJECT CONTRACT RENEWALS** *(estimated time: 15 minutes)*

RECOMMENDATIONS:

1. Receive staff update on final Contract form and comments received.
2. Adopt Resolution 2024-02, ratifying execution of final Water Service Agreement between the United States and Solano County Water Agency.

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

RECOMMENDATIONS:

1. Hear report from Committee Chair on activities of the SCWA Legislative Committee.

2. Hear report from Bob Reeb of Reeb Government Relations, LLC.

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

RECOMMENDATIONS:

1. Hear report from staff on current and emerging Delta and Water Policy issues and provide direction.
2. Hear status report from Committee Chair on activities of the SCWA Water Policy Committee.
3. Hear report from Supervisors Vasquez and Mashburn on activities of the Delta Counties Coalition, Delta Protection Commission, and Delta Conservancy.
4. Receive written report from Elizabeth Patterson on activities of the North Bay Watershed Association.

15. TIME AND PLACE OF NEXT MEETING

Thursday, March 14, 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.

CONSENT ITEMS

**SOLANO COUNTY WATER AGENCY
BOARD OF DIRECTORS MEETING MINUTES
MEETING DATE: January 11, 2024**

The Solano County Water Agency Board of Directors met this evening in the Board Room located at the Water Agency office in Vacaville. Attending were:

Mayor Steve Young, City of Benicia
Mayor Steve Bird, City of Dixon
Mayor Catherine Moy, City of Fairfield (remote)
Mayor Ronald Kott, City of Rio Vista
Mayor Alma Hernandez, City of Suisun City
Mayor John Carli, City of Vacaville
Mayor Robert McConnell, City of Vallejo
Supervisor 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

CALL TO ORDER

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

APPROVAL OF AGENDA

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

PUBLIC COMMENT

There was no public comment.

ELECTION OF OFFICERS AND APPOINTMENT OF EXECUTIVE COMMITTEE FOR 2024

Director J.D. Kluge was nominated as Chair of the Board. Supervisor Vasquez was nominated as Vice Chair.

CONSENT ITEMS

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

- (A) Minutes
- (B) Expenditure Approvals
- (C) Quarterly Financial Reports
- (D) Salvage of Flooded Excavator

BOARD MEMBER REPORTS

Mayor Hernandez shared with the Board that she received a Water Education for Latino Leaders (WELL) fellowship, that will broaden her knowledge of water issues across the state. The fellowship is for the Latino community.

GENERAL MANAGERS REPORT

General Manager Chris Lee shared with the Board that DWR's initial water survey was quite low, especially compared to last year. However, the State's reservoirs are in good shape, and we are early in the rainy season. Mr. Lee also shared with the Board that the Agency has hired two new staff members, Freedom Evans and Tanya Hart. Freedom will be permanently joining the Lake Berryessa Mussel Inspection Team. Tanya will be assisting with Accounts Payable and joining the Administration Team.

SOLANO WATER ADVISORY COMMISSION REPORT

There were no updates from the Solano Water Advisory Commission.

SOLANO PROJECT CONTRACT RENEWALS

A resolution approving the renewal of the Solano Project water service contract and OM&R contract, and making CEQA findings regarding that renewal, were presented to the Board. Supervisor Vasquez moved that the resolution approving the contract renewals be approved; Supervisor Mashburn seconded the motion.

Mayor McConnell provided comments regarding the terms of the renewal contract, that he wanted to put on record. The City of Vallejo submitted a letter earlier in the day that identified the City's concerns regarding renewal and its requests for changes or modifications to the water service contract; the letter was provided to the SCWA Board in advance of the meeting.

SCWA's legal counsel Rebecca Smith explained that the water service contract is undergoing 60-day public comment period; the OM&R contract has already completed public comment and no comments were received. After going through the public comment process, typographical errors may be corrected, but any substantive change to the contract terms would require re-starting the 60-day public comment process. The contract is set to expire on February 29, 2024. If it expires without being renewed, the Agency and the Bureau will need to obtain Congressional approval to execute a new contract. SCWA's participating agencies are not parties to the water service contract; they enter into Participating Agency agreements with SCWA to provide water delivery under the contract.

Beth Schoenberger, Water Director, City of Vallejo, explained that the City of Vallejo feels left out of the process for over two years. Cary Keaten, General Manager, Solano Irrigation District (SID), wanted to go on record to support signing of the agreement, and are not in agreement with Vallejo's letter. SID believes this is a distraction of Water Agency staff, particularly with the Bay-Delta Plan. The Water Agency staff need to focus on strategic comments on the SWRCB Bay-Delta Plan, as comments are due next Friday, and begin drafting up a litigation strategy. The semantics of the Solano Project contract are not that important in comparison with these other looming issues.

Mayor Young requested a substitute motion, to defer the Solano Project contract renewal to the February Board meeting. The substitute motion failed.

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

Adopt Resolution 2024-01, authorize 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.

Mayor Young, Mayor Bird, Mayor Moy, Mayor Kott, Mayor Hernandez, Mayor Carli, Supervisor Brown, Supervisor Williams, Supervisor Vasquez, Supervisor Mashburn, and Director Kluge voted yes; Mayor McConnell voted no.

STAFFING - ADDITION OF FULL TIME ADMINISTRATIVE ASSISTANT I POSITION TO ASSIST WITH IMPLEMENTATION OF REGIONAL WATER USE EFFICIENCY PROGRAMS

General Manager Chris Lee provided a brief explanation to the Board on why the position is needed. The Water Agency oversees a comprehensive regional water conservation program on behalf of the Solano member agencies. The Water Agency's main Water Conservation Coordinator, Andy Florendo, is planning to retire after 18 years of overseeing the program. Historically, the program has relied heavily on a team of seasonal water conservation interns. To provide more stability to the program, the new administrative assistant would provide office and administrative support for the Water Conservation and Water Efficiency Program.

On a motion by Mayor Kott and second by Supervisor Williams the Board unanimously approved by roll call vote the addition of a Permanent Full Time Administrative Assistant I position to support the Water Efficiency Program and authorize immediate recruitment for this position.

MANAGEMENT OF THE NATIVE PLANT NURSERY

General Manager Chris Lee reminded the Board that an Ad Hoc Committee of Board members was formed to review the Native Plant Nursery contract. The Committee wanted to show clear benefits and appropriate spending of public funds. The Committee also discussed that the Native Plant Nursery is of benefit to the entire region. The Committee recommendation is for the Water Agency to run the nursery, but to allow Putah Creek Council (PCC) and other regional partners to lease space. Supervisor Brown and Mayor Moy had the opportunity to tour Sackett Ranch with Mr. Lee a few months back.

Brian Bellamy, Board Chair of PCC, expressed that they are very proud of the current operation at Sackett Ranch. Furthermore, PCC is concerned with what is being proposed by the Water Agency Board. Mr. Bellamy explained that a Request for Proposal (RFP) process was done, PCC was the only organization that applied, and the Water Agency staff recommendation was to move the RFP process forward. The PCC values the partnership with the Water Agency, and believes PCC brings a good fit and value to the Agency. Phil Stevens, Executive Director of PCC explained that it is unclear what is wrong with the current process, and there may be some misconceptions. Mr. Stevens explained that when the nursery was originally operated out of the California Department of Forestry in Davis, PCC helped run the nursery. Mr. Stevens requested that the Board consider another option, which is to retain the status quo. Ina Rommeck, Nursery Manager of PCC summarized that in the past 3-years, PCC has transformed the nursery from a commercial citrus nursery to a full native plant nursery. Furthermore, PCC has produced 33,000 native plants in support of the Water Agency's restoration needs for Putah Creek. PCC has also been able to provide native plants to other regional partners. Ms. Rommeck shared that growing native plants is very different to growing food crops, and PCC has uniquely qualified staff to do just that. A hybrid model as proposed by the Board would disrupt the Water Agency's projects and cost more with no benefit to the Water Agency. PCC is willing to listen to any concerns the Board may have.

Supervisor Vasquez shared that he had significant concerns with the original PCC agreement that was approved by the former General Manager without having gone to the full Board for review. Supervisor Vasquez and Chair Kluge explained that the Water Agency and Board of Directors do value the importance of PCC.

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

1. A hybrid model for the Native Plant Nursery, where the Water Agency will operate the Native Plant Nursery but allow the PCC and other regional partners to lease space in the nursery.
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.

LAKE BERRYESSA MUSSEL EDUCATION AND PREVENTION PROGRAM

Supervising Water Resources Specialist Drew Gantner introduced several members of the Lake Berryessa Mussel Prevention Team, Freedom Evans and Amy Marshall. Many lakes across the United States have been infested with Quagga and Zebra Mussels. The goal of the Mussel Prevention Program is to prevent infestation to Lake Berryessa. Quagga and Zebra Mussels can reproduce rapidly and significantly disrupt the local food web and ecosystems. Quagga and Zebra Mussels are native to the Black and Caspian Seas and were discovered in Lake Saint Claire in 1988 and have now moved into much of the East Coast and

Midwest states, as well as Southern California. Quagga and Zebra Mussels can cause significant ecological, recreational, economic, and infrastructure impacts. These impacts include outcompeting native species, impacts to marinas, impacts to tourism, sharp shells completely coating beaches, and increased Operation and Maintenance (O&M) costs of Water Infrastructure. Prevention of Quagga and Zebra Mussels is the key. For the 2023 season there were a total of 17 staff to support the program. The team inspected a total of 6 launch ramps around Lake Berryessa. Several updates were done to the program, that included converting to digital records only. In areas of poor cell reception, 3 solar powered Star Link systems were used, to provide real-time communication across the team. The team then shared with the Board the Watercraft Inspection process. For Lake Berryessa most boats are considered complex, which requires a more detailed inspection. If a boat is clean, drained, and dry the team would release the boat. If mussels are found, the boat would need to go to Steele Canyon, where the Water Agency's decontamination station is located. Supervisor Vasquez shared with the Board that he is working with County Counsel to draft an ordinance for Solano County. The Board will want to work with Napa County to pass a similar ordinance, as this is needed for both Napa and Solano County. For the decontamination process, two staff members are needed. Appropriate PPE clothing and two-way headsets are used for communication. A hot water pressure wash is used to clean areas where mussels would likely be found. A reinspection is done before the watercraft is allowed to launch. In 2023, over 18,000 vessels were inspected. The large increase was due to higher lake levels, increased presence of staff, and use of digital surveys. Markley Cove had the greatest traffic with over 6,600 boat launches. Supervisor Brown asked the group, does anyone lie to staff, when boats are being pulled up on the digital system. Mr. Gantner mentioned that we did get one boat that had just been to Lake Havasu. A big part of what the team does is also education. Supervisor Mashburn really wanted the Board to visualize the impact of mussels on the entire Putah Creek infrastructure system all the way to the Delta. A mussel infestation would significantly impact the region's economy. One of the main challenges being enforcement. After Solano County initiates their ordinance, will need to have Napa County do a similar ordinance. The Water Agency will most-likely need to provide financial support to Napa County law enforcement up at Lake Berryessa. Supervisor Brown suggested the importance of a Public Service Announcement (PSA), which Solano Community College could help with. Supervisor Mashburn shared with the Board that he has asked our state legislature to include an item on the now required boat exams to inform boaters about Quagga and Zebra Mussels. Mayor Hernandez shared that she has been working with local yacht clubs to better understand water issues and would like to make that connection with the Water Agency. Mayor Young shared that he is intrigued about the lack of law enforcement and the Water Agency should consider funding or partly funding a Napa County Sheriff up at Lake Berryessa, as well as the importance of an ordinance for both Napa and Solano County.

LEGISLATIVE UPDATES

There were no updates from the Legislative Committee. Bob Reeb provided an update on the Governor's Budget. The LAO estimated the budget deficit at \$61 billion while the Governor had a deficit of \$30 billion. The state deficit is largely attributed to the drop in the stock market and delay in tax revenue. The state budget relies on the top 1% of income (180,000 tax returns) which make up 50% of the budget. The Governor's budget points out the stock market return and has a more optimistic budget than the LAO office. The Governor also wants to spend \$13 billion of rainy-day funds. The Governor's budget includes an \$8 billion reduction in climate change and resiliency investments. The state will likely revert and reduce funding for various watershed and climate change programs from DWR and SWRCB, which could impact Water Agency projects in Putah Creek and the Los Rios Check Dam. The Governor's plan will also delay water recycling funding and water efficiency programs. For the Legislature, subcommittees will begin reviewing the budget, and a balanced budget will need to be submitted to the Governor by June 15. Budget deficits are expected through Fiscal Year 26/27. The Governor did not specifically mention the Climate Resiliency Bond, but in talking with senior advisors, the Governor is supportive of an \$8 billion bond measure. Legislative leaders are going on a policy retreat next week, in which the Climate Resiliency Bond will be discussed. Bob shared that he and the Water Agency staff have been meeting with senior DWR staff regarding Putah Creek Fish Barriers. DWR may have some funding available. Unfortunately, DFW staff have been less motivated. On the Bay-Delta Plan, Bob has been collaborating with the State Water Contractors and there has been a significant push by the Northern California Water Association (NCWA). Assemblymember Aguiar-Curry will be circulating a letter of support for the Healthy Rivers (Voluntary Agreements). The challenge with the Voluntary Agreements is the need to ensure flows make it to the Delta. Nobody is managing those diversions, and the SWRCB needs to have the means to track this water. Bob shared with the Board that Water Agency staff have identified the need for \$600K to fund flow meters on Lower Putah Creek. General Manager Chris Lee shared with the Board that Water Agency staff just met with all the public agencies along Lower Putah Creek to install flow meters. Supervisor Mashburn asked if there is flood control funding in the budget? Bob indicated that DWR staff believe there is some funding through 2025, at which point the funding ends. Bob shared the importance of getting funding for the SCWA owned Mellin Levee. Supervisor

Mashburn and Supervisor Vasquez shared they are also working on Mellin Levee funding. The Board asked if there will be any Solano legislatures at the upcoming Policy Retreat? Mr. Reeb shared that both Assemblymembers Aguiar-Curry and Wilson will be in the room, but the retreat includes all issues, not just water. The Board discussed and shared with Mr. Reeb interest on legislation that allows for remote participation.

WATER POLICY UPDATES

General Manager Chris Lee shared with the Board that staff are working hard on comments to the SWRCB Bay-Delta Plan. Staff are also working simultaneously on the Voluntary Agreements (VAs), as an alternative to the regulatory Unimpaired Flows approach. The State Board’s Unimpaired Flows approach would be detrimental to Solano County’s regional water supply. There were no updates from the Water Policy Committee. Supervisor Mashburn shared that the Delta Conservancy is considering a fishing pier for Suisun City. For the Delta Counties Coalition, the group will be heading down to Southern California to listen to the Southern California agencies and a Plan B (alternative) to the Delta Tunnel project. Ms. Patterson shared that the Sea Level Rise Adaptation Funding and Investment Framework study by the San Francisco Estuary Institute (SFEI) details a need of \$110 billion across the region to deal with sea level rise, with \$7 billion specific to Solano County. Supervisor Vasquez indicated that some of this money should really be focused in the Suisun Marsh. Ms. Patterson echoed this sentiment, and that the Solano region has some of the least expensive solutions with the most amount of shoreline.

TIME AND PLACE OF NEXT MEETING

Thursday, February 8, 2024, at 6:30 pm at the SCWA offices.

ADJOURNMENT

The meeting of the Solano County Water Agency Board of Directors was adjourned at 9:11 pm.

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

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: February 8, 2024

SUBJECT: Expenditures Approval

RECOMMENDATIONS:


Approve expenditures from the Water Agency checking accounts for January 2024.

FINANCIAL IMPACT:

All expenditures are within previously approved budget amounts.

BACKGROUND:

The Water Agency auditor has recommended that the Board of Directors approve all expenditures (in arrears). Attached is a summary of expenditures from the Water Agency’s checking accounts for January 2024. 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 February 8, 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 Jan 1, 2024 to Jan 31, 2024

Filter Criteria includes: Report order is by Check Number. Report is printed in Detail Format.

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
1/3/24	38641V	2020SC	Invoice: 15046		105.00
		2020SC	Invoice: 15087		315.00
		2020SC	Invoice: 15132		315.00
		2020SC	Invoice: 15133		315.00
		1020SC	ZACHARIAH WILKERSON	1,050.00	
1/3/24	38909V	2020SC	Invoice: CARLA MURPHY 1		50.00
		1020SC	CARLA MURPHY	50.00	
1/3/24	39670V	2020SC	Invoice: LBO INCENTIVE		215.00
		1020SC	ALLISON SEED	215.00	
1/3/24	39700V	2020SC	Invoice: SCOTT CALL		100.00
		1020SC	SCOTT CALL	100.00	
1/3/24	39780V	2020SC	Invoice: LBO INCENT JUN 2023		110.00
		1020SC	ALLISON SEED	110.00	
1/17/24	39922V	2020SC	Invoice: EXP RIM JULY 2023		875.08
		1020SC	JOYCE PEREZ	875.08	
1/17/24	39933V	2020SC	Invoice: LEATHA ANDREWS		2,000.00
		1020SC	LEATHA ANDREWS	2,000.00	
1/17/24	39949V	2020SC	Invoice: LBO INCENT JUL 2023		95.00
		1020SC	ALLISON SEED	95.00	
1/17/24	40025V	2020SC	Invoice: JENNIFER STANGER		1,500.00
		1020SC	JENNIFER STANGER	1,500.00	
1/17/24	40065V	2020SC	Invoice: ELIN DELGADILLO		99.50
		1020SC	ELIN DELGADILLO	99.50	
1/4/24	40317V	2020SC	Invoice: CS1031160		7,143.66
		1020SC	MCWANE PLANT & INDUSTRIAL	7,143.66	
1/3/24	40507V	2020SC	Invoice: HAMPTON BAY		7,500.00
		1020SC	HAMPTON BAY HOMEOWNERS ASSOC.	7,500.00	
1/9/24	40639	2020SC	Invoice: 0701730	2,400.12	
		1020SC	ACWA JOINT POWERS INSURANCE AUTHORITY		2,400.12
1/9/24	40640	2020SC	Invoice: 4437728	771.58	
		1020SC	AMERICAN TOWER CORPORATION		771.58
1/9/24	40641	2020SC	Invoice: 2183449	2,019.38	
		2020SC	Invoice: 2183451	374.07	
		2020SC	Invoice: 2183450	374.07	
		1020SC	THE REINALT-THOMAS CORP		2,767.52
1/9/24	40642	2020SC	Invoice: LBO INCENTIVE	215.00	
		2020SC	Invoice: LBO INCENT JUN 2023	110.00	

SOLANO COUNTY WATER AGENCY
Cash Disbursements Journal
For the Period From Jan 1, 2024 to Jan 31, 2024

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
		1020SC	ALLISON SEED		325.00
1/9/24	40643	2020SC	Invoice: 00711	2,210.00	
		2020SC	Invoice: 00704	13,740.00	
		1020SC	BIOTACTIC INCORPORATED		15,950.00
1/9/24	40644	2020SC	Invoice: DEC 2023 BOD MTG	165.72	
		1020SC	STEVEN BIRD		165.72
1/9/24	40645	2020SC	Invoice: BA9215	1,085.00	
		1020SC	BLANKINSHIP & ASSOCIATES, INC.		1,085.00
1/9/24	40646	2020SC	Invoice: JAN 2024	4,096.00	
		1020SC	BUZZ OATES MANAGEMENT SER		4,096.00
1/9/24	40647	2020N	Invoice:	14,212.00	
		1020SC	1600-2015-0445-R3 23 CA DEPT OF FISH & WILDLIFE		14,212.00
1/9/24	40648	2020SC	Invoice: MD-2024-207	12,730.00	
		1020SC	CALIFORNIA WATER EFFICIENCY PARTNERSHIP		12,730.00
1/9/24	40649	2020SC	Invoice: 31741344	965.14	
		1020SC	CANON FINANCIAL SERVICES, INC.		965.14
1/9/24	40650	2020SC	Invoice: 2046674	20.00	
		1020SC	COUNTY OF YOLO		20.00
1/9/24	40651	2020SC	Invoice: 0000001552073	227.08	
		2020SC	Invoice: 0000001552065	454.16	
		1020SC	DEPT OF FORESTRY & FIRE PROTECTION		681.24
1/9/24	40652	2020N	Invoice: 23-440-V NOV 2023	1,920.00	
		2020SC	Invoice: 24-024-O JAN 2024	903.00	
		2020SC	Invoice: 24-026-T JAN 2024	3,579,272.00	
		1020SC	DEPARTMENT OF WATER RESOURCES		3,582,095.00
1/9/24	40653	2020SC	Invoice: 594714	14,106.14	
		1020SC	DOWNEY BRAND		14,106.14
1/9/24	40654	2020SC	Invoice: 10107163	109.88	
		1020SC	EAST BAY MUNICIPAL UTILITY DIST.		109.88
1/9/24	40655	2020SC	Invoice: 289062	26,530.00	
		1020SC	FRONTIER PRECISION, INC.		26,530.00
1/9/24	40656	2020SC	Invoice: 9778	156.01	
		2020SC	Invoice: 9789	816.03	
		1020SC	HIGBY'S COUNTRY FEED INC		972.04
1/9/24	40657	2020SC	Invoice: 98377	754.25	
		2020SC	Invoice: 98427	36.58	
		1020SC	IRRIGATION SUPPLY COMPANY		790.83
1/9/24	40658	2020SC	Invoice: 0122682	80.00	

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		2020SC	Invoice: 0122681	320.00	
		2020SC	Invoice: 0122662	99.00	
		1020SC	DARYL SISCO		499.00
1/9/24	40659	2020SC	Invoice: DEC 2023 BOD MTG	150.00	
		1020SC	JOHN D. KLUGE		150.00
1/9/24	40660	2020SC	Invoice: 122023	3,500.00	
		1020SC	LINCOLN CONCEPTS		3,500.00
1/9/24	40661	2020SC	Invoice: 191469	87,795.25	
		1020SC	LSA ASSOCIATES, INC.		87,795.25
1/9/24	40662	2020SC	Invoice: CS1034416	7,143.66	
		1020SC	MCWANE PLANT & INDUSTRIAL		7,143.66
1/9/24	40663	2020SC	Invoice: 69967	1,220.74	
		1020SC	D.E. O'CONNELL & ASSOCIATES, INC.		1,220.74
1/9/24	40664	2020SC	Invoice: 7589	190.00	
		1020SC	PAT DAVIS DESIGN GROUP, INC		190.00
1/9/24	40665	2020SC	Invoice: 996265	5.65	
		2020SC	Invoice: 996266	146.39	
		2020SC	Invoice: 996313	89.48	
		2020SC	Invoice: 996619	418.26	
		2020SC	Invoice: 997293	84.72	
		2020SC	Invoice: 997589	340.96	
		2020SC	Invoice: 997590	181.25	
		2020SC	Invoice: 997699	44.12	
		2020SC	Invoice: 998041	61.07	
		2020SC	Invoice: 998676	160.26	
		2020SC	Invoice: 998674	150.04	
		2020SC	Invoice: 998675	124.62	
		2020SC	Invoice: 998937	5.46	
		2020SC	Invoice: 999124	37.84	
		2020SC	Invoice: 999139	119.22	
		2020SC	Invoice: 999158	9.11	
		2020SC	Invoice: 001633	105.14	
		2020SC	Invoice: 999327	102.97	
		2020SC	Invoice: 999424	53.60	
		2020SC	Invoice: 999426	53.60	
		2020SC	Invoice: 999425	65.56	
		2020SC	Invoice: 999422	133.33	
		2020SC	Invoice: 999420	82.32	
		2020SC	Invoice: 999726	5.24	
		2020SC	Invoice: 999728	12.40	
		2020SC	Invoice: 999731	96.27	
		2020SC	Invoice: 999877	144.98	
		2020SC	Invoice: 999984	2,670.53	
		2020SC	Invoice: 999985	5,142.64	
		2020SC	Invoice: 999986	296.62	
		2020SC	Invoice: 999982	48.78	
		2020SC	Invoice: 000017	109.59	
		2020SC	Invoice: 000295	27.66	
		2020SC	Invoice: 000300	34.23	
		2020SC	Invoice: 000297	64.22	
		2020SC	Invoice: 000265	46.59	
		1020SC	BOB PISANI & SON		11,274.72
1/9/24	40665V	2020SC	Invoice: 996266		146.39
		2020SC	Invoice: 996265		5.65
		2020SC	Invoice: 996313		89.48
		2020SC	Invoice: 996619		418.26
		2020SC	Invoice: 997293		84.72
		2020SC	Invoice: 997589		340.96
		2020SC	Invoice: 997590		181.25
		2020SC	Invoice: 997699		44.12

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		2020SC	Invoice: 998041		61.07
		2020SC	Invoice: 998674		150.04
		2020SC	Invoice: 998676		160.26
		2020SC	Invoice: 998675		124.62
		2020SC	Invoice: 998937		5.46
		2020SC	Invoice: 999124		37.84
		2020SC	Invoice: 999139		119.22
		2020SC	Invoice: 999158		9.11
		2020SC	Invoice: 001633		105.14
		2020SC	Invoice: 999327		102.97
		2020SC	Invoice: 999426		53.60
		2020SC	Invoice: 999424		53.60
		2020SC	Invoice: 999425		65.56
		2020SC	Invoice: 999422		133.33
		2020SC	Invoice: 999420		82.32
		2020SC	Invoice: 999728		12.40
		2020SC	Invoice: 999726		5.24
		2020SC	Invoice: 999731		96.27
		2020SC	Invoice: 999877		144.98
		2020SC	Invoice: 999982		48.78
		2020SC	Invoice: 999985		5,142.64
		2020SC	Invoice: 999984		2,670.53
		2020SC	Invoice: 999986		296.62
		2020SC	Invoice: 000017		109.59
		2020SC	Invoice: 000295		27.66
		2020SC	Invoice: 000300		34.23
		2020SC	Invoice: 000297		64.22
		2020SC	Invoice: 000265		46.59
		1020SC	BOB PISANI & SON	11,274.72	
1/9/24	40666	2020SC	Invoice: 3106415009	558.72	
		1020SC	PITNEY BOWES		558.72
1/9/24	40667	2020SC	Invoice: 0191953-IN	1,147.10	
		1020SC	PREFERRED ALLIANCE, INC		1,147.10
1/16/24	40667V	2020SC	Invoice: 0191953-IN		1,147.10
		1020SC	PREFERRED ALLIANCE, INC	1,147.10	
1/9/24	40668	2020SC	Invoice: 51967255	285.60	
		2020SC	Invoice: 51990315	108.22	
		2020SC	Invoice: 51989218	285.60	
		1020SC	RECOLOGY VACAVILLE SOLANO		679.42
1/9/24	40669	2020SC	Invoice: 16085	25.12	
		1020SC	REGIONAL GOVERNMENT SERVICES AUTHORITY		25.12
1/9/24	40670	2020SC	Invoice: 223000813	350.00	
		1020SC	ROUSE APPRAISALS		350.00
1/9/24	40671	2020SC	Invoice: 113023AGS8	21,307.50	
		1020SC	SHANDAM INC.		21,307.50
1/9/24	40672	2020SC	Invoice: 16788215	17.18	
		1020SC	SHELDON		17.18
1/9/24	40673	2020SC	Invoice: 2416	10,000.00	
		1020SC	SOLANO EDC		10,000.00
1/9/24	40674	2020SC	Invoice: 006492990046	2,311.96	
			JAN2024		
		1020SC	STANDARD INSURANCE COMPANY		2,311.96
1/9/24	40675	2020SC	Invoice: 3554773409	59.44	

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		1020SC	STAPLES		59.44
1/9/24	40676	2020SC	Invoice: 255802	766.79	
		2020SC	Invoice: 256259	831.59	
		1020SC	STERLING MAY EQUIPMENT CO.		1,598.38
1/9/24	40677	2020SC	Invoice: 64094	2,014.99	
		1020SC	STUEWE & SONS, INC.		2,014.99
1/9/24	40678	2020SC	Invoice: WD-0261035	308.00	
		2020SC	Invoice: WD-0260998	399.00	
		1020SC	STATE WATER RESOURCES CONTROL BOARD		707.00
1/9/24	40679	2020SC	Invoice: 0000057299	4,028.17	
		1020SC	TentCraft		4,028.17
1/9/24	40680	2020SC	Invoice: 2023-01651	3,317.51	
		1020SC	TERRA REALTY ADVISORS, INC.		3,317.51
1/9/24	40681	2020SC	Invoice: JUAN CARLOS AYALA	2,000.00	
		1020SC	JUAN CARLOS AYALA		2,000.00
1/9/24	40682	2020SC	Invoice: SCOTT CALL	100.00	
		1020SC	SCOTT CALL		100.00
1/9/24	40683	2020SC	Invoice: DMJ REAL ESTATE LP	7,500.00	
		1020SC	DMJ REAL ESTATE, LP		7,500.00
1/9/24	40684	2020SC	Invoice: HAMPTON BAY	6,064.05	
		1020SC	HAMPTON BAY HOMEOWNERS ASSOC.		6,064.05
1/9/24	40685	2020SC	Invoice: JASON KRZNARICH	50.00	
		1020SC	JASON KRZNARICH		50.00
1/9/24	40686	2020SC	Invoice: ROBERT MARQUEZ	59.99	
		1020SC	ROBERT MARQUEZ		59.99
1/9/24	40687	2020SC	Invoice: NEIL MERINO	1,500.00	
		1020SC	NEIL MERINO		1,500.00
1/9/24	40688	2020SC	Invoice: KELLY MORRIS	94.43	
		1020SC	KELLY MORRIS		94.43
1/9/24	40689	2020SC	Invoice: GINA MORROW	1,500.00	
		1020SC	GINA MORROW		1,500.00
1/9/24	40690	2020SC	Invoice: CARLA MURPHY 1	50.00	
		1020SC	CARLA MURPHY		50.00
1/9/24	40691	2020SC	Invoice: MELISSA PHILLIPS	100.00	
		1020SC	MELISSA PHILLIPS		100.00
1/9/24	40692	2020SC	Invoice: KRISTIN PRECODA	45.00	
		1020SC	KRISTIN PRECODA		45.00
1/9/24	40693	2020SC	Invoice: HERB RADLEY	70.00	
		1020SC	HERB RADLEY		70.00

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
1/9/24	40694	2020SC	Invoice: JENNIFER ROWLAND	1,500.00	
		1020SC	JENNIFER ROWLAND		1,500.00
1/9/24	40695	2020SC	Invoice: JACOB SALDANA	57.81	
		1020SC	JACOB SALDANA		57.81
1/9/24	40696	2020SC	Invoice: DAVID SHELTON JR.	2,000.00	
		1020SC	DAVID SHELTON, JR.		2,000.00
1/9/24	40697	2020SC	Invoice: DENNIS STELTER	100.00	
		1020SC	DENNIS STELTER		100.00
1/9/24	40698	2020SC	Invoice: CAROLINE TODD	1,500.00	
		1020SC	CAROLINE TODD		1,500.00
1/9/24	40699	2020SC	Invoice: HONG WANG	100.00	
		1020SC	HONG WANG		100.00
1/9/24	40700	2020SC	Invoice: DAVID WOO	50.00	
		2020SC	Invoice: DAVID WOO1	88.50	
		2020SC	Invoice: DAVID WOO2	1,882.00	
		1020SC	DAVID WOO		2,020.50
1/9/24	40701	2020SC	Invoice: BRANDON WROBLEWSKI	1,500.00	
		1020SC	BRANDON WROBLEWSKI		1,500.00
1/9/24	40702	2020SC	Invoice: DEC 2023 BOD MTG	150.00	
		1020SC	JOHN VASQUEZ		150.00
1/9/24	40703	2020SC	Invoice: 9950296822	59.15	
		1020SC	VERIZON WIRELESS		59.15
1/9/24	40703V	2020SC	Invoice: 9950296822		59.15
		1020SC	VERIZON WIRELESS	59.15	
1/9/24	40704	2020SC	Invoice: PSC/U 9	8,842.50	
		1020SC	VICTOR PAUL CLAASSEN		8,842.50
1/9/24	40705	2020SC	Invoice: 50024841521	291.71	
		1020SC	WHITE CAP. LP		291.71
1/9/24	40706	2020SC	Invoice: DAVIS_FY2023-24_5	6,867.20	
		1020SC	KEN W. DAVIS		6,867.20
1/9/24	40707	2020SC	Invoice: DEC 2023 BOD MTG	194.54	
		1020SC	STEVE YOUNG		194.54
1/9/24	40708	2020SC	Invoice: 1053653	2,241.47	
		1020SC	YELLOW SPRINGS INSTRUMENT CO.		2,241.47
1/9/24	40709	2020SC	Invoice: 15046	105.00	
		2020SC	Invoice: 15087	315.00	
		2020SC	Invoice: 15132	315.00	
		2020SC	Invoice: 15133	315.00	
		1020SC	ZACHARIAH WILKERSON		1,050.00
1/9/24	40710	2020SC	Invoice: LBO INCEN NOV 23	135.00	

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		1020SC	JOLI UZAREWIEZ-LEWALLE N		135.00
1/9/24	40711	2020SC 1020SC	Invoice: 9952766679 VERIZON WIRELESS	2,077.10	2,077.10
1/9/24	40712	2020SC	Invoice: 996265	5.65	
		2020SC	Invoice: 996266	146.39	
		2020SC	Invoice: 996313	89.48	
		2020SC	Invoice: 996619	418.26	
		2020SC	Invoice: 997293	84.72	
		2020SC	Invoice: 997589	340.96	
		2020SC	Invoice: 997590	181.25	
		2020SC	Invoice: 997699	44.12	
		2020SC	Invoice: 998041	61.07	
		2020SC	Invoice: 998676	160.26	
		2020SC	Invoice: 998674	150.04	
		2020SC	Invoice: 998675	124.62	
		2020SC	Invoice: 998937	5.46	
		2020SC	Invoice: 999124	37.84	
		2020SC	Invoice: 999139	119.22	
		2020SC	Invoice: 999158	9.11	
		2020SC	Invoice: 999327	102.97	
		2020SC	Invoice: 999424	53.60	
		2020SC	Invoice: 999426	53.60	
		2020SC	Invoice: 999425	65.56	
		2020SC	Invoice: 999422	133.33	
		2020SC	Invoice: 999420	82.32	
		2020SC	Invoice: 999726	5.24	
		2020SC	Invoice: 999728	12.40	
		2020SC	Invoice: 999731	96.27	
		2020SC	Invoice: 999877	144.98	
		2020SC	Invoice: 999984	2,670.53	
		2020SC	Invoice: 999985	5,142.64	
		2020SC	Invoice: 999986	296.62	
		2020SC	Invoice: 999982	48.78	
		2020SC	Invoice: 000017	109.59	
		2020SC	Invoice: 000295	27.66	
		2020SC	Invoice: 000300	34.23	
		2020SC	Invoice: 000297	64.22	
		2020SC	Invoice: 000265	46.59	
		1020SC	BOB PISANI & SON		11,169.58
1/16/24	40713	2020SC 1020SC	Invoice: 3502 AG INNOVATIONS	13,328.78	13,328.78
1/16/24	40714	2020SC 1020SC	Invoice: 00713 BIOTACTIC INCORPORATED	1,700.00	1,700.00
1/16/24	40715	2020SC 1020SC	Invoice: 322652 CAMPBELL SCIENTIFIC, INC.	18,310.97	18,310.97
1/16/24	40716	2020SC 1020SC	Invoice: 1969 FLUME INC	108.13	108.13
1/16/24	40717	2020N 1020SC	Invoice: 0124-1 JEFFREY J JANIK	1,750.00	1,750.00
1/16/24	40718	2020SC 1020SC	Invoice: 191312 LSA ASSOCIATES, INC.	11,971.25	11,971.25
1/16/24	40719	2020SC	Invoice: LBO INC BUS NOV 2023	1,390.00	
		2020SC	Invoice: LBO INC NOV 2023	1,390.00	
		1020SC	MARKLEY COVE RESORT		2,780.00
1/24/24	40719V	2020SC	Invoice: LBO INC BUS		1,390.00

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		2020SC	NOV 2023		
		1020SC	Invoice: LBO INC NOV 2023		1,390.00
		1020SC	MARKLEY COVE RESORT	2,780.00	
1/16/24	40720	2020SC	Invoice: 12576	4,819.35	
		1020SC	NORDIC INDUSTRIES, INC.		4,819.35
1/16/24	40721	2020SC	Invoice: 0191953-IN	1,095.10	
		1020SC	PREFERRED ALLIANCE, INC		1,095.10
1/16/24	40722	2020SC	Invoice: 52001062	98.71	
		1020SC	RECOLOGY VACAVILLE SOLANO		98.71
1/16/24	40723	2020SC	Invoice: 034-FEB-2024	10,000.00	
		1020SC	REEB GOVERNMENT RELATIONS, LLC		10,000.00
1/16/24	40724	2020SC	Invoice: 1637	3,000.00	
		1020SC	DOUG NOLAN		3,000.00
1/16/24	40725	2020SC	Invoice: 0040936	10,200.35	
		2020SC	Invoice: 004090934	2,231.81	
		1020SC	SOLANO IRRIGATION DISTRICT		12,432.16
1/16/24	40726	2020SC	Invoice: 3556381159	36.86	
		2020SC	Invoice: 3556614928	239.14	
		2020SC	Invoice: 3556701803	119.42	
		2020SC	Invoice: 3556701802	36.54	
		1020SC	STAPLES		431.96
1/16/24	40727	2020SC	Invoice: 2024-1-SCWA	9,315.00	
		1020SC	SUSTAINABLE SOLANO INC.		9,315.00
1/16/24	40728	2020SC	Invoice: ADAM ZELENENI	1,308.40	
		1020SC	ADAM ZELENENI		1,308.40
1/16/24	40729	2020SC	Invoice: 508	7,237.50	
		1020SC	JOHN B WHITCOMB		7,237.50
1/16/24	40730	2020SC	Invoice: DS10-06	2,975.00	
		1020SC	YOLO COUNTY RCD		2,975.00
1/23/24	40732	2020SC	Invoice: 202401	740.00	
		1020SC	BELIA MARTINEZ		740.00
1/23/24	40733	2020SC	Invoice: WC 10/1/23-12/31/23	5,050.65	
		1020SC	ACWA JOINT POWERS INSURANCE AUTHORITY		5,050.65
1/23/24	40734	2020SC	Invoice: 700016-6	1,500.00	
		2020SC	Invoice: 700070-6	3,000.00	
		1020SC	ALPHA MEDIA LLC		4,500.00
1/23/24	40735	2020SC	Invoice: LBO INCENT JUL 2023	95.00	
		1020SC	ALLISON SEED		95.00
1/23/24	40736	2020SC	Invoice: 00715	438.71	
		1020SC	BIOTACTIC INCORPORATED		438.71
1/23/24	40737	2020SC	Invoice: JAN 2024 BOD	166.08	

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		1020SC	MTG STEVEN BIRD		166.08
1/23/24	40738	2020SC	Invoice: 9245896383	150.33	
		2020SC	Invoice: 5190849476	358.92	
		2020SC	Invoice: 5191069789	65.78	
		1020SC	CINTAS CORPORATION		575.03
1/23/24	40739	2020SC	Invoice: 10299	2,163.14	
		1020SC	CP UNLIMITED		2,163.14
1/23/24	40740	2020SC	Invoice: 6027109-0001	1,635.75	
		2020SC	Invoice: 6030863-0001	3,036.52	
		1020SC	NORCAL RENTAL GROUP, LLC		4,672.27
1/23/24	40741	2020SC	Invoice: 8311B	1,897.79	
		1020SC	HAUGHN & SON TIRE SERVICE INC		1,897.79
1/23/24	40742	2020SC	Invoice: CL78373	2,349.15	
		1020SC	INTERSTATE OIL COMPANY		2,349.15
1/23/24	40743	2020SC	Invoice: 98468	375.96	
		1020SC	IRRIGATION SUPPLY COMPANY		375.96
1/23/24	40744	2020SC	Invoice: 67768	1,062.52	
		2020SC	Invoice: 68022	986.27	
		1020SC	J & J TRUCK REPAIR		2,048.79
1/23/24	40745	2020SC	Invoice: JAN 2024 EXEC	150.00	
		2020SC	MTG Invoice: JAN 2024 BOD	150.00	
		1020SC	MTG JOHN D. KLUGE		300.00
1/23/24	40746	2020SC	Invoice: 612269	135.00	
		1020SC	M&M SANITARY LLC		135.00
1/23/24	40747	2020SC	Invoice: JAN 2024 BOD	150.00	
		1020SC	MTG MITCH MASHBURN		150.00
1/23/24	40748	2020SC	Invoice: 002319541	1,606.96	
		1020SC	MT. DIABLO RESOURCE RECOVERY		1,606.96
1/23/24	40749	2020SC	Invoice:	43.59	
		1020SC	11/20/23-12/19/23 PACIFIC GAS & ELECTRIC CO,		43.59
1/23/24	40750	2020SC	Invoice: DEPEST31739.1	132,904.26	
		1020SC	PEOPLESPLACE		132,904.26
1/23/24	40751	2020SC	Invoice: EXP RIM JULY 2023	875.08	
		1020SC	JOYCE PEREZ		875.08
1/23/24	40752	2020SC	Invoice: 01253798	347.44	
		1020SC	RECOLOGY HAY ROAD		347.44
1/23/24	40753	2020SC	Invoice: 2304	627.99	
		1020SC	WAYNE HUTCHINSON		627.99
1/23/24	40754	2020SC	Invoice: 17531595	17.18	
		1020SC	SHELDON		17.18

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
1/30/24	40765	2020SC	Invoice: 4971949	620.64	
		2020SC	Invoice: 0520569	58.27	
		2020SC	Invoice: 4521230	36.94	
		2020SC	Invoice: 2011629	56.74	
		2020SC	Invoice: 2240526		10.23
		2020SC	Invoice: 2240527	12.93	
		2020SC	Invoice: 2011378	284.05	
		2020SC	Invoice: 2024523	270.20	
		2020SC	Invoice: 1612363	292.79	
		2020SC	Invoice: 3148152	280.38	
		2020SC	Invoice: 2323027	181.39	
		2020SC	Invoice: 1621857	193.54	
		2020SC	Invoice: 1024611	289.25	
		2020SC	Invoice: 0621959	114.48	
		2020SC	Invoice: 7024901	289.68	
		2020SC	Invoice: 7622352	126.41	
		2020SC	Invoice: 6514298	539.54	
		2020SC	Invoice: 6613669	97.27	
		2020SC	Invoice: 9013088	35.21	
		2020SC	Invoice: 8623441	188.86	
		2020SC	Invoice: 8241002		280.38
		2020SC	Invoice: 7223408		292.79
		2020SC	Invoice: 1013801	155.51	
		1020SC	HOME DEPOT CREDIT SERVICE		3,540.68
1/30/24	40765a	1020SC	VOID		
1/30/24	40766	2020SC	Invoice: 9013954	371.53	
		1020SC	HOME DEPOT CREDIT SERVICE		371.53
1/30/24	40766V	2020SC	Invoice: 9013954		371.53
		1020SC	HOME DEPOT CREDIT SERVICE	371.53	
1/30/24	40767	2020SC	Invoice: 9020304	683.05	
		1020SC	HOME DEPOT CREDIT SERVICE		683.05
1/30/24	40767V	2020SC	Invoice: 9020304		683.05
		1020SC	HOME DEPOT CREDIT SERVICE	683.05	
1/30/24	40768	2020SC	Invoice: 4014444	337.76	
		1020SC	HOME DEPOT CREDIT SERVICE		337.76
1/30/24	40768V	2020SC	Invoice: 4014444		337.76
		1020SC	HOME DEPOT CREDIT SERVICE	337.76	
1/30/24	40769	2020SC	Invoice: 1616106	87.46	
		1020SC	HOME DEPOT CREDIT SERVICE		87.46
1/30/24	40769V	2020SC	Invoice: 1616106		87.46
		1020SC	HOME DEPOT CREDIT SERVICE	87.46	
1/30/24	40770	2020SC	Invoice: 1616105	97.64	
		1020SC	HOME DEPOT CREDIT SERVICE		97.64
1/30/24	40770V	2020SC	Invoice: 1616105		97.64
		1020SC	HOME DEPOT CREDIT SERVICE	97.64	
1/30/24	40771	2020SC	Invoice: 0511680	70.52	
		1020SC	HOME DEPOT CREDIT SERVICE		70.52

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
1/30/24	40771V	2020SC 1020SC	Invoice: 0511680 HOME DEPOT CREDIT SERVICE	70.52	70.52
1/30/24	40772	2020SC 1020SC	Invoice: 010163 HOME DEPOT CREDIT SERVICE	163.66	163.66
1/30/24	40772V	2020SC 1020SC	Invoice: 010163 HOME DEPOT CREDIT SERVICE	163.66	163.66
1/30/24	40773	2020SC 1020SC	Invoice: 0020202 HOME DEPOT CREDIT SERVICE	22.98	22.98
1/30/24	40773V	2020SC 1020SC	Invoice: 0020202 HOME DEPOT CREDIT SERVICE	22.98	22.98
1/30/24	40774	2020SC 1020SC	Invoice: 15751 ZACHARIAH WILKERSON	10,535.74	10,535.74
1/30/24	40775	2020SC 1020SC	Invoice: 59672 AARON'S AUTOMOTIVE	107.24	107.24
1/30/24	40776	2020SC 1020SC	Invoice: BA9261 BLANKINSHIP & ASSOCIATES, INC.	248.75	248.75
1/30/24	40777	2020SC 1020SC	Invoice: 2024-0007 DIXON REGIONAL WATERSHED JPA	16,383.70	16,383.70
1/30/24	40778	2020SC 1020SC	Invoice: JULIUS BROWN JULIUS BROWN	100.00	100.00
1/30/24	40779	2020SC 1020SC	Invoice: JOSHUA HAYES JOSHUA HAYES	100.00	100.00
1/30/24	40780	2020SC 1020SC	Invoice: JASON MENDOZA JASON MENDOZA	100.00	100.00
1/30/24	40781	2020SC 1020SC	Invoice: CEDRIC PAGE CEDRIC PAGE	100.00	100.00
1/30/24	40782	2020SC 1020SC	Invoice: VANESSA ROMERO VANESSA ROMERO	100.00	100.00
1/30/24	40783	2020SC 1020SC	Invoice: LBO INC BUS NOV 2023 MARKLEY COVE RESORT	1,390.00	1,390.00
1/30/24	40784	2020SC 1020SC	Invoice: OCT - DEC 2023 PUTAH CREEK COUNCIL	92,192.50	92,192.50
1/30/24	40785	2020SC 1020SC	Invoice: SI80980.1 SCHOOL LOCKERS.COM	3,423.24	3,423.24
1/30/24	40786	2020U 1020SC	Invoice: DEC 2023 SOLANO COUNTY FLEET MANAGEMENT	1,976.05	1,976.05
1/30/24	40787	2020SC	Invoice: 0041290	11,061.33	

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		1020SC	SOLANO IRRIGATION DISTRICT		11,061.33
1/30/24	40788	2020U	Invoice: 13022	13,324.90	
		2020U	Invoice: 13036	10,691.28	
		2020U	Invoice: 13027	5,713.98	
		2020U	Invoice: 13039	53,936.03	
		1020SC	SOLANO COUNTY PUBLIC WORKS DIVISION		83,666.19
1/30/24	40789	2020SC	Invoice: LEATHA ANDREWS	2,000.00	
		1020SC	LEATHA ANDREWS		2,000.00
1/30/24	40790	2020SC	Invoice: NANCY BARBA	1,500.00	
		1020SC	NANCY BARBA		1,500.00
1/30/24	40791	2020SC	Invoice: HARBANS BRAICH	1,500.00	
		1020SC	HARBANS BRAICH		1,500.00
1/30/24	40792	2020SC	Invoice: BLANCHO BRUMFIELD-2	319.00	
		1020SC	BLANCHO BRUMFIELD		319.00
1/30/24	40793	2020SC	Invoice: SHERWIN CARL HARRIS	1,284.00	
		1020SC	SHERWIN CARL HARRIS		1,284.00
1/30/24	40794	2020SC	Invoice: RICHARD T CARSON	1,500.00	
		1020SC	RICHARD T CARSON		1,500.00
1/30/24	40795	2020SC	Invoice: AMANDA LEE CAUBLE	1,132.50	
		1020SC	AMANDA LEE CAUBLE		1,132.50
1/30/24	40796	2020SC	Invoice: PHILLIP CORVELLO	1,962.40	
		1020SC	PHILLIP CORVELLO		1,962.40
1/30/24	40797	2020SC	Invoice: NATHANIEL DUNIVAN	1,204.80	
		1020SC	NATHANIEL DUNIVAN		1,204.80
1/30/24	40798	2020SC	Invoice: MARIA HERNANDEZ	1,264.00	
		1020SC	MARIE HERNANDEZ		1,264.00
1/30/24	40799	2020SC	Invoice: JACOB DAVID LIPPMAN	2,000.00	
		1020SC	JACOB DAVID LIPPMAN		2,000.00
1/30/24	40800	2020SC	Invoice: STEPHANIE LOMBARD	940.00	
		1020SC	STEPHANIE LOMBARD		940.00
1/30/24	40801	2020SC	Invoice: DAVID LONGACRE	1,339.50	
		1020SC	DAVID LONGACRE		1,339.50
1/30/24	40802	2020SC	Invoice: NATASHA PACHECO	2,000.00	
		1020SC	NATASHA PACHECO		2,000.00
1/30/24	40803	2020SC	Invoice: DEAN SCHIERMAN	2,000.00	

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		1020SC	DEAN SCHIERMAN		2,000.00
1/30/24	40804	2020SC	Invoice: JON SHULMAN	50.00	
		1020SC	JON SCHULMAN		50.00
1/30/24	40805	2020SC	Invoice: JENNIFER STANGER	1,500.00	
		1020SC	JENNIFER STANGER		1,500.00
1/30/24	40806	2020SC	Invoice: REGINALD TIONGCO	1,329.00	
		1020SC	REGINALD TIONGCO		1,329.00
1/30/24	40807	2020SC	Invoice: ZACHARY BORGLIN	65.00	
		1020SC	ZACHARY BORGLIN		65.00
1/30/24	40808	2020SC	Invoice: LBO INC NOV 2023	1,390.00	
		1020SC	MARKLEY COVE RESORT		1,390.00
1/5/24	5000041	2023AC	FSA MEDICAL PY 2023 1.5.2024	8.00	
		1020SC	PATE, THOMAS		8.00
1/24/24	ACH 01.24.24	2020SC	Invoice: DEC 2023	6,719.71	
		1020SC	JAMES B. DEROSE		6,719.71
1/25/24	ASHLEY DEC 20	2020SC	Invoice: ASHLEY DEC 2023	1,432.25	
		1020SC	UMPQUA BANK		1,432.25
1/25/24	CRUZ DEC 2023	2020SC	Invoice: CRUZ DEC 2023	56.03	
		1020SC	UMPQUA BANK		56.03
1/25/24	CUETARA DEC	2020SC	Invoice: CUETARA DEC 2023	1,424.17	
		1020SC	UMPQUA BANK		1,424.17
1/19/24	EFT	2020SC	Invoice: 94380674	2,636.30	
		1020SC	WEX BANK		2,636.30
1/12/24	EFT	2020SC	Invoice: 28227581	122.50	
		1020SC	PAYCHEX		122.50
1/16/24	EFT 01.06.2024	2020SC	Invoice: PPE 01.06.2024	10,052.06	
		2020SC	Invoice: SIP PPE 01.06.2024	8,440.74	
		2020SC	Invoice: PEPRA PPE 01.06.2024	8,437.82	
		1020SC	CALPERS		26,930.62
1/30/24	EFT 01.20.2023	2020SC	Invoice: PEPRA PPE 01.20.2024	8,858.72	
		2020SC	Invoice: PPE 01.20.2024	11,224.40	
		2020SC	Invoice: SIP PPE 01.20.2024	8,433.40	
		1020SC	CALPERS		28,516.52
1/29/24	EFT 01.29.2024	2020SC	Invoice: SALES TAX 2023	7,070.00	
		1020SC	BOARD OF EQUALIZATION		7,070.00
1/26/24	EFT 1.20.2024	2020SC	Invoice: 81521	142.00	
		1020SC	ONEPOINT HUMAN CAPITAL MANAGEMENT LLC		142.00
1/26/24	EFT 1.20.2024	2020SC	Invoice: PPE 1.20.2024	30,197.47	
		1020SC	PAYROLL TAXES		30,197.47

SOLANO COUNTY WATER AGENCY

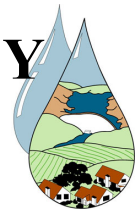
Cash Disbursements Journal

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
1/12/24	EFT 1.6.2023	2020SC 1020SC	Invoice: PPE 01.06.2024 PAYROLL TAXES	50,272.18	50,272.18
1/12/24	EFT 1.6.2024	2020SC 1020SC	Invoice: 81132 ONEPOINT HUMAN CAPITAL MANAGEMENT LLC	1,275.00	1,275.00
1/24/24	FLORENDO JAN	2020SC 1020SC	Invoice: FLORENDO DEC 2023 UMPQUA BANK	9.99	9.99
1/25/24	FOWLER DEC 20	2020SC 1020SC	Invoice: FOWLER DEC 2023 UMPQUA BANK	510.65	510.65
1/24/24	FOX JAN 2024	2020SC 1020SC	Invoice: FOX DEC 2023 UMPQUA BANK	208.20	208.20
1/25/24	GANTNER DEC	2020SC 1020SC	Invoice: GANTNER DEC 2023 UMPQUA BANK	1,487.09	1,487.09
1/25/24	HYER DEC 2023	2020SC 1020SC	Invoice: HYER DEC 2023 UMPQUA BANK	534.09	534.09
1/2/24	JAN HEALTH 20	2020SC 1010WC	Invoice: JAN 2024 HEALTH CALPERS	28,716.80	28,716.80
1/25/24	PEREZ DEC 2023	2020SC 1020SC	Invoice: PEREZ DEC 2023 UMPQUA BANK	93.65	93.65
1/25/24	SHTAYYEH JAN	2020SC 1020SC	Invoice: SHTAYYEH DEC 2023 UMPQUA BANK	1,654.19	1,654.19
1/25/24	STEVENSON DE	2020SC 1020SC	Invoice: STEVENSON DEC 2023 UMPQUA BANK	182.08	182.08
Total				4,656,837.59	4,656,837.59

SOLANO COUNTY WATER AGENCY



MEMORANDUM

TO: Board of Directors

FROM: Chris Lee, General Manager

DATE: February 2, 2024

SUBJECT: February 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%. For those of us north of the Delta, it would be 15%. The water year has started off slow, October through mid-December saw about half of the normal precipitation statewide.

On January 30th, DWR conducted its second snow survey which showed modest improvement for snowpack, but with conditions still below average. Several news outlets are reporting the potential for a "snow drought" as precipitation levels are only slightly below average, but the snowpack remains well below average. The Northern Sierra Precipitation Index (which includes eastern Solano County) is 82% of average, while statewide snowpack is 57% of average, compared to 214% for this same time last year. There are still two months left in the winter season, and reservoirs remain elevated from last year's wet winter. While no significant urban water restrictions are anticipated at this time, *Making Conservation a California Way of Life* is a continual directive and mandate from the State.

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.

For the Solano Project, the water supply outlook remains unchanged with full allocations for the 2024 Water Year. As of January 31st, Lake Berryessa held 1,294,925 acre-feet in storage (84% of full capacity), about 14 feet below the Glory Hole. The lake has come up 3.5 feet over the last month. Related to the Solano Project, the State Water Resources Control Board (SWRCB) is in

810 Vaca Valley Parkway, Suite 203
Vacaville, California 95688
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www.scwa2.com



the process of updating the Bay-Delta Water Quality Control Plan. As part of the plan, the SWRCB is looking at every watershed within the Sacramento River Watershed, including Putah Creek, to release 55% of the unimpaired runoff to support the Bay-Delta. For the Solano Project, this could entail reductions in water supply of up to 75% for both cities and agriculture users. Water Agency staff, in combination with several member agencies, reviewed through several thousand pages of reports and commented extensively on the SWRCB's draft plan, a copy of our comment letter is included. One of the alternatives to the State Plan is the Voluntary Agreements (VAs) also known as the Healthy Rivers and Landscape approach, which is supported by the Governor. The VA process is a more comprehensive approach, that considers both habitat and flow improvements specific to each watershed using a science-based approach. The Water Agency is actively engaged in the VA process, and staff are planning to share additional details with the Advisory Commission in late February and to the Board in March.

LPCCC Update

The 2023 Fall Chinook Salmon Run is complete. Approximately 600-1000 adults spawned (laid eggs) in Putah Creek near Winters, CA. These eggs will hatch out in the spring and the 3-inch-long juvenile salmon will migrate downstream and swim 80 miles to the Pacific Ocean. UC Davis is using a statistical model to calculate more accurately how many adult fish spawned in 2023. That number will be available soon. The decades of restoration efforts, flow management, community building, and dollars spent have paid off with a regular fall salmon run!

LPCCC continues working on the Putah Creek Water Management (PCWM) project. The Water Agency is responsible for providing flows for all the needs in the Creek, fish flows, water for irrigation, and water for groundwater recharge. Coordinating these flows and sharing the Creek is the goal of PCWM. <https://www.scwa2.com/pcwm/> A large public PCWM meeting was held in Davis on Jan 10, 2024, with good attendance. The next meeting is a focus group meeting, only with farmers that pump directly from Putah Creek. Although 25 or so farms currently pump from the Creek, 72 farming operations have been identified that have the water right to potentially pump from the Creek. We are asking the farmers for input and help on how to coordinate the irrigation and environmental flows. Although water is shared along the full 32 miles of Creek, the lower half of the Creek, below Hwy-80, has been traditionally much more difficult to manage. We are lucky to have a positive and engaged community of Creek users to work out remaining flow and fish-passage issues in Putah Creek.

In other LPCCC news and activities, the Streamkeeper continues to represent SCWA on the VA Science Advisory Committee, the VA Habitat Subcommittee Team, the Sac Westside IRWM, the Statewide 'Reorienting to Salmon Recovery' program, the City of Winters Natural Resources Committee, and coordinating with SCWA staff and landowners along Putah Creek. Additionally, a \$1.1 million planning grant proposal was recently submitted to the California Department of Fish and Wildlife for improved salmon passage around the Los Rios Check Dam.

The Lower Putah Creek Coordinating Committee (LPCCC) is a public forum for all things Putah Creek. The LPCCC reports and makes recommendations to SCWA. LPCCC meetings are held regularly at the SCWA offices the second Thursday of the month, starting at 3 PM, right before the SCWA Board meetings.

SOLANO COUNTY WATER AGENCY



January 19, 2024

Via Email (SacDeltaComments@waterboards.ca.gov)

State Water Resources Control Board
Division of Water Rights
Attn: Bay-Delta & Hearings Branch
P.O. Box 100
Sacramento, CA 95812-2000

Re: Solano County Water Agency Comments on Draft Staff Report in Support of Potential Sacramento/Delta Updates to the Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Estuary

Dear Chair Esquivel and Members of the Board:

The Solano County Water Agency (SCWA) respectfully submits these comments on the above-referenced Draft Staff Report in Support of Potential Sacramento/Delta Updates to the Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Estuary (hereinafter “Draft Staff Report”).¹ SCWA joins in the SWRCB staff’s concern for the continued viability of the state’s fisheries resources, and appreciates the urgency that has driven the Board’s action on the Water Quality Control Plan (WQCP) to date. Unfortunately, the unimpaired flow alternative described in the staff report threatens the future viability of fisheries on Putah Creek, while simultaneously imposing disproportionate impacts on water users throughout SCWA’s service area. In this scenario, neither fish nor users benefit. SCWA urges the Board to embrace the opportunities afforded by the Agreements to Support Healthy Rivers and Landscapes (the “VA Alternative” as described in the Draft Staff Report) as it moves the WQCP forward into the 21st century.

A Proven History of Adaptive Management in the Watershed

The Putah Creek Watershed is an exemplary model of successfully balancing beneficial uses including municipal, agricultural, and environmental needs within the watershed. Adopted in 2000, the Putah Creek Accord was a negotiated settlement after 10 years of litigation. The court ruled in 1996 that more water was needed in the Creek, but that extra water for salmon was not required (due to testimony from scientific experts on both sides of the lawsuit). As the details of the court decision were being determined, the SCWA agreed to settle the litigation and provide additional water for salmon, water that was not required by the court decision.

¹ SCWA joins in and hereby incorporates by reference the separate written comments on the Draft Staff Report submitted to the State Water Board by the State Water Contractors, NCWA, CCWD, EBMUD, Yuba County Water Agency, and Yolo County Flood Control and Water Conservation District.



Other aspects of the Accord included formation of an oversight committee, called the Lower Putah Creek Coordinating Committee (LPCCC), and a Streamkeeper position, to be funded by the SCWA. The LPCCC provided a structured public forum for Putah Creek users so that the community could work together towards a common vision, restoring Putah Creek and sharing the creek fairly. The funding of these activities by SCWA is mandated by the Accord (with an index for inflation). In Fiscal Year 2021-22, the Accord mandated that \$262,000 be spent on Putah Creek, yet SCWA spent over \$1.4 million on Putah Creek activities, well above the level mandated by the Accord. Since 2000, the SCWA has cumulatively spent more than \$10 million on Putah Creek activities, much of that as cost-share for \$15 million in restoration grant projects. In 2014, after decades of absence, fall run Chinook salmon returned to Putah Creek due to the combined efforts of the SCWA and LPCCC. Up to 2,000 fall run Chinook salmon now return to Putah Creek annually. Reports on the restoration activities of Putah Creek are provided to the Court annually and are available from the Court upon request.

Putah Creek, like much of California's water system, is effectively and closely managed for multiple competing beneficial uses. As shown in the Putah Creek example, over the past 25 years a modest amount of additional water was needed for the environment, but the 'flows only' approach did not work until 14 years of dedicated and effective restoration projects, enabled the return of Chinook salmon to Putah Creek. Since the adoption of the Accord, SCWA has restored, enhanced, and managed many miles of Putah Creek and its tributaries with much success. The Winters Putah Creek Nature Park (Winters, CA) is a great publicly accessible example of the successful restoration of over 1.5-miles of highly degraded creek channel, where salmon now actively spawn and utilize for the benefit of the environment and local community. The results in Putah Creek are a model for reconciling other degraded streams, as discussed in the article below.

<https://californiawaterblog.com/2023/07/08/putah-creeks-rebirth-a-model-for-reconciling-other-degraded-streams/>

Putah/Cache – De Minimis Watersheds to the Bay-Delta

As discussed in more detail below, both the Cache and Putah Creek watersheds were historically not well connected to the main stem Sacramento River and Bay-Delta. Under current conditions, both watersheds enter the western boundary of the Yolo Bypass and are conveyed through a series of water conveyance ditches and drains into the Toe Drain. Downstream of both Cache and Putah Creeks is the DFW owned Lisbon Weir, which provides a partial hydraulic barrier to the Delta, and is used to support water conveyance facilities within the Yolo Bypass Wildlife Refuge. In summary, a one-size fits all approach simply does not respond to the diversity of conditions in water systems feeding the Delta, including Cache, Putah, and many others.

Severity of a “Flows Only” or One-Size Fits All Approach

Though the Putah Creek watershed represents only 1% of the total Delta outflow, it represents a thriving and successful laboratory for habitat and adaptive management efforts that effectively support fisheries and wildlife. SCWA’s 25-year history of implementing the Putah Creek Accord, extensive local and environmental partnership that have informed its adaptive management, are a success story that any update to the WQCP can and should build upon. The Unimpaired Flow (UIF) approach will hamper that coordination, forcing broad-brush solutions on a watershed that has already made great strides toward fisheries recovery, and would do so at the expense of water users, rate payers in disadvantaged communities, and the environment alike. Furthermore, as noted in Appendix A1 (Table A1-10), the 55% UIF approach would reduce municipal and agricultural use in the Putah Creek watershed by 75% and significantly impact Lake Berryessa reservoir operations and simultaneous cold-water storage. The UIF approach would reduce the region’s water supply by 144,000-AF resulting in building moratoriums within the Cities of Benicia, Fairfield, Vallejo, Vacaville, and Suisun City, limiting affordable housing opportunities for severely disadvantaged communities in the region and in direct conflict to the Governor’s efforts in increasing affordable housing. The very significant reductions in water supply would force Solano County agencies to rely more heavily on our Sacramento-San Joaquin Delta water supplies, counterintuitive to the WQCP and Delta Stewardship Council’s Delta Plan. Additionally, during drought-driven and environmental curtailments in the Delta, Vallejo, Vacaville, Fairfield, Suisun City, and Benicia would have no other source of water. Furthermore, 46,000-acres of classified “Prime Agricultural” land that also provides important buffers between the urban communities would be removed from agricultural. The UIF approach places one of the most significant burdens on Solano County, on one of the smallest watersheds (1%) of the Sacramento River Watershed, with little to no additional benefit to the environment, imposing a very detrimental and unmitigated impact on the municipal, agricultural, and recreational users in Napa, Solano, and Yolo Counties. Table 1 below is an example of the immediate water supply reductions that would be imposed in Solano County (as referenced in Table A1-10 of Appendix A1). More specific comments on the Draft Staff Report are provided at the end of this letter.

Table 1 – 55% UIF Scenario to the Solano Project (Putah Creek Watershed)

Public Agency	Current Allocation (AF)	New Allocation (AF)
Vallejo*	14,600	3,650
Fairfield	9,200	2,300
Vacaville	5,750	1,438
Suisun City	1,600	400
Maine Prairie Water District	15,000	3,750
Solano Irrigation District (M&I)	20,000	5,000
Solano Irrigation District (Ag)	121,000	30,250
UC Davis	4,000	1,000
CA State Prison Solano	1,200	300
Total =	192,350	48,088

**Significant portions of Vallejo are classified as a Disadvantaged Community*

For all the reasons outlined in this letter, SCWA urges the Board to consider the Healthy Rivers and Landscapes (VA Alternative), which will allow the Board to support the continuance of successful programs in support of fisheries, such as the one that exists on Putah Creek, and capitalize on local expertise and stakeholders in implementing watershed-specific, carefully tailored solutions to the challenge of declining fisheries.

SCWA appreciates the opportunity to comment on the Draft Staff Report, and your consideration of these comments.

Sincerely yours,

A handwritten signature in blue ink, appearing to be 'Chris Lee', with a stylized 'C' and 'L'.

Chris Lee
General Manager

CC: Eric Oppenheimer (Eric.Oppenheimer@waterboards.ca.gov)
State Water Resources Control Board

Erik Loboschefskey (Erik.Loboschefskey@water.ca.gov)
California Department of Water Resources

Specific Concerns & Comments on the Draft Staff Report:

Chapter 1 (Executive Summary)

- *Impacts to Aesthetics* (AES-a and AES-c): The UIF approach would significantly reduce water levels in Lake Berryessa degrading the visual aesthetics of eastern Napa County. In Solano County, significant agricultural areas including many of which are classified as “Prime Agriculture” by the Department of Conservation, would be removed from production. Furthermore, many of these Solano agricultural lands form an aesthetic buffer between the urban communities of Davis, Dixon, Vacaville, Fairfield, Suisun City, and Vallejo in both Yolo and Solano Counties. The Proposed Mitigation in the WQCP does not directly or specifically mitigate these aesthetic impacts in Napa, Solano, or Yolo Counties.
- *Impact to Agriculture* (AG-a): As shown above, the UIF approach would result in the loss of over 102-TAF of surface water specifically allocated to agriculture. The result would be an immediate loss of 34,500-acres of irrigated agriculture. Much of this land, particularly within the boundaries of the Solano Irrigation District and Maine Prairie Water District provide aesthetic buffers between the urban communities (as discussed above) and are classified as “Prime Agriculture” by the Department of Conservation. The Proposed Mitigation in the WQCP, specifically the items listed below, are already being implemented in Solano County and/or already under the authority of SCWA and its member agencies.
 - Diversify Water Portfolios
 - Increased Efficiency of Agricultural Water Use
 - Reduce Impacts on Groundwater
 - Oversight and Approval of Water Transfers
 - Ensure Effectiveness of Diversion Intakes

Additionally, significant groundwater is only located in the eastern half of Solano County, as part of the Solano Subbasin. The Solano Subbasin is classified as a medium priority basin, and while currently considered to be overall in a sustainable condition, the Solano Subbasin could not support the significant loss in surface water being proposed with the UIF approach. Additionally, agencies like the Maine Prairie Water District, that have water rights in the Delta as part of the North Delta Water Agency, would begin to rely significantly more heavily on the Delta than under current conditions, in direct conflict with the stated goals of the WQCP, Governor’s Mandate for the Delta, and Delta Stewardship’s Council Delta Plan. The remaining Proposed Mitigation strategies do not apply or would not provide the appropriate level of mitigation needed to address the impacts to agriculture in Solano County.

- *Impact to Air Quality* (AG-d): Implementation of the UIF approach will expose sensitive receptors to substantial pollutant concentrations, primarily associated with greater exposure to windblown dust emissions and fugitive dust associated with lower reservoir levels across California and the fallowing of thousands of acres of agricultural land across the Central Valley directly attributable to the cumulative impact with the Phase I (San Joaquin) and Phase II (Sacramento) UIF approach. While the Draft Staff Report considers the impact Less than Significant, no cumulative analysis has been done.

Furthermore, numerous scientific studies have shown that droughts can lead to increased respiratory risk. Since the UIF approach would mimic regulatory drought conditions associated with lower reservoir levels and substantial fallowing of agricultural land, the impact is significant.

- *Impact to Biological Resources – Terrestrial (TER-a)*: The UIF approach will significantly reduce the water supply reliability of the Solano Project and decrease the availability of water outside of the January - June period to Lower Putah Creek and in turn the California Department of Fish & Wildlife's (DFW's) Yolo Bypass Wildlife Area. During the fall months, DFW utilizes pumps within Lower Putah Creek in the Yolo Bypass Wildlife Area to flood-up portions of the wildlife refuge. The UIF approach places a greater significance of January – June flows, with little to no regard to flows during the fall months. Changes in Lake Berryessa reservoir operations, and the significant loss of Carryover Storage associated with the UIF, will result in significant decreases in both water supply and reliability to all beneficial users in Lower Putah Creek, including the most downstream portions of Lower Putah Creek within the Yolo Bypass Wildlife Area. Furthermore, the Solano Project will be less able to sustain long drought periods such as what was experienced in 2011-2017 and 2020-2023 with the UIF approach. Several of the proposed mitigation measures are already being implemented and/or already under the authority of the SCWA and its member agencies.
 - Diversify Water Portfolios
 - Support and Approval of Water Recycling
 - Support and Approval of Groundwater Storage and Recovery
 - Oversight and Approval of Water Transfers

The remaining Proposed Mitigation strategies do not apply or would not provide the appropriate level of mitigation needed to address the loss of Carryover Storage and decrease in water supply reliability during the fall months to both Solano County and the Yolo Bypass Wildlife Area.

- *Impact to Biological Resources – Aquatic (AQUA-a and AQUA-d)*: As discussed above, the UIF approach will significantly reduce the water supply reliability of the Solano Project and decrease the availability of water outside of the January – June period to Lower Putah Creek. Portions of Putah Creek are also classified by DFW as *Wild Trout Waters*. Changes in Lake Berryessa reservoir operations, and the significant loss of Carryover Storage associated with the UIF, will result in significant decreases in both water supply and reliability to all beneficial users in Lower Putah Creek. Furthermore, the Solano Project will be less able to sustain long drought periods such as what was experienced in 2011-2017 and 2020-2023 with the UIF approach. Several of the proposed mitigation measures are already being implemented and/or already under the authority of the SCWA and its member agencies.
 - Temperature Control and Reservoir Management
 - Diversify Water Portfolios
 - Support and Approval of Water Recycling
 - Support and Approval of Groundwater Storage and Recovery
 - Oversight and Approval of Water Transfers

The remaining Proposed Mitigation strategies do not apply or would not provide the appropriate level of mitigation needed to address the loss of Carryover Storage and decrease in water supply reliability to all users, particularly during long drought periods.

- *Impact to Energy* (EN-a, EN-b, and EN-c): Implementation of the UIF approach will significantly impact the timing and seasonality of hydroelectric production from the Monticello Dam (Lake Berryessa). Currently, the Solano Irrigation District (SID) operates an 11.5-MW hydroelectric plant on Monticello Dam. The facility is a passive plant, such that water deliveries determine energy production. For the Solano Project, peak hydroelectric production occurs during the late spring and summer months, at constant rates throughout the day. The UIF approach will shift energy production from the summer months to the winter and early spring months when energy is less needed. Furthermore, the UIF will decrease Carryover Storage and elevation levels in Lake Berryessa, resulting in further decreases in hydroelectric energy production. Lastly, since the Solano Project will experience a loss of over 144-TAF and is a gravity-based system, there will be significant energy requirements for additional groundwater pumping as well as additional pumping out of the Delta. These changes to Solano County are significant and are not articulated or described in the Draft Staff Report. Furthermore, several of the proposed mitigation measures are already being implemented and/or already under the authority of the SCWA and its member agencies.
 - Temperature Control and Reservoir Management
 - Diversify Water Portfolios
 - Coordination with Existing Requirements
 - Increase Water Efficiency

The remaining Proposed Mitigation strategies do not apply or would not provide the appropriate level of mitigation needed to address both the decrease and seasonal change in hydroelectric production. The Proposed Mitigation strategies do not address the significant energy increase that will be associated with increases in both groundwater and Delta pumping. Lastly, the California Public Utilities Commission adoption of NEM 3.0 has significantly reduced the economic feasibility of renewal energy for public agencies.

- *Impact to Greenhouse Gas Emissions* (GHG-a and GHG-b): As discussed above, the UIF approach will result in the loss of 144-TAF of surface water from the Solano Project. The result will be an increase in both groundwater and Delta pumping to partly offset the reduced Solano Project surface water supplies. Several of the well pumps and corresponding distribution pumps (to circulate water around farm fields) will likely be diesel powered. Since the existing Solano Project water supplies are gravity based, the new offset pumping will be a direct increase in Greenhouse Gas Emissions, that will be a significant impact, and conflicts with the existing plans and policies put forth by the California Air Resources Board, to reduce Greenhouse Gas Emissions and the use of fossil fuels. Several of the proposed mitigation measures are already being implemented and/or already under the authority of SCWA and its member agencies.
 - Water Use Efficiency
 - Water Conservation
 - Irrigation Systems

The remaining Proposed Mitigation strategies do not apply or would not provide the appropriate level of mitigation needed to address the Greenhouse Gas Emissions associated with additional groundwater and Delta pumping required to offset the reductions in Solano Project surface water supplies.

- *Impact to Surface Water (SW-f):* The UIF approach would significantly impact Lake Berryessa reservoir operations, reduce Carryover in the reservoir, and reduce the reliability of consistent and continuous cold-water flows into Putah Creek. The result would be a decrease reliability to sustain long-term droughts such as was what was experienced in the 1987-1992, 2011-2017, and 2020-2023 droughts. Since completion of the Monticello Dam (Lake Berryessa) in 1959, there has been continuous and consistent cold-water flows into Lower Putah Creek for the last 65-years. The impact is significant and not addressed in the Draft Staff Report. Several of the proposed mitigation measures are already being implemented and/or already under the authority of SCWA and its member agencies.
 - Temperature Control and Reservoir Management
 - Diversify Water Portfolios
 - Support and Approval of Groundwater Storage and Recovery
 - Oversight and Approval of Water Transfers
 - Support and Approval of Water Recycling

The remaining Proposed Mitigation strategies do not apply or would not provide the appropriate level of mitigation needed to address the impacts to surface water in Lake Berryessa and Putah Creek.

- *Impacts to Groundwater (GW-b):* As discussed above, the UIF approach would remove 144-TAF (reduction of 75%) of high-quality surface water from municipal and agricultural users in Solano County. Solano County water purveyors would then need to rely more heavily on (a) Delta surface water supplies and (b) groundwater in the Solano Subbasin. Since Delta surface water supplies would also be facing reductions associated with the UIF approach, there would be significant pressure to rely almost exclusively on groundwater in the Solano Subbasin. While the Solano Subbasin is currently in compliance with SGMA, the basin would be unable to support the additional water supply needs of the region. Furthermore, one of the main benefits and purposes of the Solano Project was to alleviate historic groundwater overdraft, which the Project has successfully done for over 65-years. Almost all of the proposed mitigation measures are already being implemented and/or already under the authority of SCWA and its members agencies, and the Solano Subbasin GSA.
 - Implement the Sustainable Groundwater Management Act (SGMA)
 - SGMA Oversight
 - Diversify Water Portfolios
 - Support and Approval of Groundwater Storage and Recovery
 - Oversight and Approval of Water Transfers
 - Support and Approval of Water Recycling

The proposed mitigation does not provide the appropriate level of mitigation needed to address the impact to groundwater being proposed by the Draft Staff Report.

- *Impacts to Population and Housing (POP-b and POP-c):* The UIF approach would significantly impact population and housing in Solano County by (a) reducing high-quality municipal water supplies from the Solano Project by 75%, (b) leading to building moratoriums on all of the large urban Solano cities including Vallejo, Fairfield, Vacaville, Benicia, and Suisun City and (c) leading to a population and housing shift from Solano County to other Bay Area counties. Of the nine Bay Area counties, Solano County has one of the lowest costs of living and housing affordability. The UIF approach would have significant impacts to Population and Housing and conflict with the Governor's mandate of Affordable Housing. The Draft Staff Report does not propose any mitigation to deal with this significant impact to Solano County.
- *Impacts to Public Services (PS-a):* The UIF approach would have significant and adverse physical impacts associated with the need to construct new water recycling, desalination, and pump stations to offset the 144-TAF reduction of municipal and agricultural water supplies in Solano County. Furthermore, the 144-TAF reduction is specific to public agencies in Solano County, necessitating the need for substantial and significant water infrastructure improvements. The Draft Staff Report does not propose any mitigation to deal with this Significant Impact to Solano County. Additional information is included in *Impacts to Utilities and Service Systems* below.
- *Impacts to Recreation (REC-a and REC-b):* Implementation of the UIF approach will significantly reduce both Carryover Storage and water levels in Lake Berryessa and significantly impact recreation to the nine-county Bay Area Region. The west-shore of Lake Berryessa is one of the few places in the nine-county Bay Area Region that allows for a full suite of recreational activities that is (a) free or of minimal cost (boat launch), (b) allows full contact swimming, (c) picnicking and day-use, (d) fishing, and (d) and motorized and non-motorized boating. Furthermore, surveys conducted by the Solano Resource Conservation District show that the west-shore day-use area is heavily used by residents from the City of Vallejo, one of the most disadvantaged communities in Solano County. Additionally, in boat surveys conducted by the SCWA, recreational boaters come from locations all throughout California, indicating the importance of recreation at Lake Berryessa. All of the proposed mitigation measures are already being implemented or under the authority of SCWA and its member agencies and the US Bureau of Reclamation.
 - Reservoir Management
 - Recreation Management Measures

The Draft Report does not propose any specific mitigation for Lake Berryessa to deal with this significant impact to recreation.
- *Impacts to Utilities and Services Systems (UT-a, UT-b, UT-d):* The UIF approach will significantly impact both water and wastewater facilities in Solano County. As discussed above, the UIF approach will reduce both agricultural and municipal high-quality surface water supplies associated with the Solano Project by 144-TAF. The UIF will also reduce high-quality surface water supplies associated with the North Bay Aqueduct (NBA) and Vallejo Permit Water. The reduction of high-quality surface water in Solano County will lead to two main impacts, (a) the need to construct new water infrastructure associated

with water recycling and desalination facilities and (b) the degradation of wastewater associated with increased levels of groundwater pumping to supplement Solano County's surface water supplies. For water supply infrastructure, the large urban cities of Vallejo, Fairfield, Benicia, Suisun City, and Vacaville as well as the corresponding wastewater districts of the Fairfield-Suisun Sewer District and Vallejo Flood & Wastewater District will need to invest in significant physical water recycling infrastructure to supplement water supplies. Several of the adjacent Bay-Delta cities including Fairfield, Suisun City, Vallejo, and Benicia will also need to invest in significant physical infrastructure associated with desalination facilities along Suisun Marsh, Suisun Bay, Carquinez Strait, and the Napa River estuary all of which could cause significant environmental effects. On the wastewater side, the UIF approach will cause greater reliance on groundwater, elevating discharge pollutants such as Electrical Conductivity and numerous cations and anions associated with groundwater supplies, and leading to NPDES wastewater discharge exceedances, and the need for significant physical infrastructure upgrades to wastewater treatment plant facilities with the City of Vacaville, Fairfield-Suisun Sewer District, City of Benicia, and Vallejo Wastewater & Flood District. Several of the proposed mitigation measures are already being implemented and/or already under the authority of SCWA and its member and sister agencies.

- Water Quality Contaminants and Regulation of Waste Discharges
- Protect Municipal Water Quality
- Increased Coordination between Water Suppliers and Wastewater Agencies
- Minimize Surface Water Quality Effects on Wastewater Treatment Plants
- Minimize Groundwater Quality Effects on Wastewater Treatment Plants
- Diversify Water Portfolios
- Increase Water Use Efficiency
- Reduce Impacts on Groundwater
- Ensure Effectiveness of Diversion Intakes

The remaining Proposed Mitigation strategies do not apply or would not provide the appropriate level of mitigation needed to address the significant impacts to the public water and wastewater utilities in Solano County, including the City of Vacaville, City of Fairfield, City of Suisun City, Suisun-Solano Water Authority, Solano Irrigation District, Fairfield-Suisun Sewer District, City of Vallejo, Vallejo Wastewater & Flood District, and City of Benicia.

- *Additional Impacts, Military:* The Draft Staff Report does not address the significant impacts associated with water supply reductions to the Travis Air Force Base (which is supplied by the City of Vallejo), and in-turn the military security and economic impacts to the City of Fairfield and Solano County if the Air Base were to relocate due to the significant loss of water supply associated with the UIF approach. The Travis Air Force Base is the largest military and civilian employer in Solano County. Furthermore, the Travis Air Force Base handles more cargo and passenger traffic through its aerial port than any other military air terminal in the United States. This significant impact and corresponding potential mitigation is not addressed in the Draft Staff Report.
- *Additional Impacts, Food Insecurity:* The Draft Staff Report does not address the significant impacts associated with Food Insecurity in California and the United States,

and what the cumulative and significant impacts would be from large-scale agricultural fallowing across California associated with the Phase 1 (San Joaquin) and Phase 2 (Sacramento) Unimpaired Flows approach. According to CalMatters, almost 20% of Californians are food insecure, yet the Draft Staff Report has not analyzed this cumulative and significant impact.

<https://calmatters.org/explainers/california-hunger-crisis/>

- *Additional Impacts, Critical Infrastructure Sector (Food and Agriculture):* According to the US Department of Homeland Security, the Food and Agriculture Sector accounts for 20% of the National Economy and has been designated a Critical Infrastructure Sector. Furthermore, during the Covid pandemic, the importance of local and United States based supply chains became an important topic of vital importance locally, regionally, and across the country. However, the Draft Staff Report does not address the cumulative and significant impacts with large-scale agricultural fallowing across California associated with the Phase 1 (San Joaquin) and Phase 2 (Sacramento) Unimpaired Flows approach.

Chapter 2 (Hydrology and Water Supply)

- Page 2-78: According to the Draft Staff Report, “current condition simulations estimate an average 1-TAF/yr of streamflow is lost to groundwater from Cache Creek.” Based on SCWA’s measurements on Putah Creek and comparable knowledge of the Cache Creek watershed, this value is a significant underestimate of actual seepage losses. State Board staff should reach out to the Yolo County Flood Control & Water Conservation District for corrections to these numbers.
- Page 2-89: The Draft Staff Report notes in paragraph 3, “the Toe Drain begins to spill onto the floodplain when flows exceed 3,500 cfs at the Lisbon Weir.” It is important to note that neither Cache or Putah Creek can support flows at or above 3,500-cfs for any significant length of time. Furthermore, both systems are 100% rain dominated systems, very flashy in nature. Thus the concept of mandating Unimpaired Flows for these watersheds yields little to no significant benefit to the Bay-Delta but at a significant impact to municipal and agricultural users in Yolo and Solano County.
- Page 2-104: The Draft Staff Report provides background that the 1978 Dayflow model is used to account for water in the Delta. However, over the last 50 years (1970s – 2020s) there has been large advances in computing power, supporting more robust hydrodynamic modeling tools such as DSM2, RMA, and others which are widely used by water professionals to make operational, technical, and policy level decisions in the Bay-Delta. SCWA recommends the consideration of more advanced and scientifically accurate models to be used by the State Board for more accurate and accountable policy level decision making (which may already be in place).
- Page 2-109 (Table 2-4.4): In the Draft Staff Report, simulated unimpaired contributions to Total Delta Outflow are listed in the table. For Putah and Cache Creek, the annual total represents only 1.1% and 1.5% respectively. Historically, neither Putah or Cache Creeks were directly connected to the main stem Sacramento River and only during large flow events would water mix with overflow from the Sacramento River. More currently,

both Cache and Putah are highly disconnected systems that flow into the western boundary of the Yolo Bypass. For Cache Creek, waters flow into extensive settling basins and through a series of drains and water conveyance ditches, water is conveyed into the Yolo Bypass Toe Drain. For Putah Creek, there are two permanent barriers and one partial barrier that provides a permanent hydrologic disconnect for much of the year. The first barrier is located immediately upstream of the Yolo Bypass at Road 106A and is a long-standing private access road for agricultural operations, that has been in place for decades and likely before the Solano Project was constructed. The second permanent barrier (Los Rios Check Dam) is owned by the DFW and is used to convey water into and around portions of the Yolo Bypass Wildlife Area. The last partial barrier is the Lisbon Weir, which is owned by DFW and located in the Toe Drain, providing a partial hydrologic disconnect to both Cache and Putah Creeks. The Lisbon Weir is designed to capture the incoming flood tides and retain sufficient elevation to support water conveyance facilities within DFW's Yolo Bypass Wildlife Area.

- Page 2-118 (Table 2.7-1a): For Lower Putah Creek, many of the riparian diverters do not report their water diversions to the SWRCB. SCWA is in the process of a multi-year stakeholder outreach called the Putah Creek Water Management Plan (PCWMP) to educate all users of Lower Putah Creek and to collaborate on how best to manage and protect the environmental, recreational, municipal, and agricultural beneficial uses of the creek.
- Page 2-126 (Figure 2.8-1a): For Solano County, the Draft Staff Report divides the region into 3 very coarse regions, Sacramento River Watershed, Delta, and San Francisco Bay. The Report provides results for each of these very broad regions, making it impossible to discern what the actual impacts will be to Solano County. SCWA recommends a finer analysis, broken up into smaller regions such as by County, that would provide a more reasonable analysis of what the actual impacts would be to Solano County and other finer-level regions of the State.

Chapter 3 (Scientific Knowledge to Inform Fish and Wildlife)

- Page 3-2 (Section 3.2, paragraph 2): The Draft Staff Report states the following:
Flow is commonly regarded as a key driver or master variable governing the environmental processes in riverine and estuarine systems such as the Bay-Delta and its watershed (^Poff et al. 1997; ^Bunn and Arthington 2002; ^Kimmerer 2002a; Petts 2009; Montagna et al. 2013; ^Yarnell et al. 2015). Flow is not simply the volume of water but also the direction, timing, duration, rate of change, and frequency of specific flow conditions. ^Bunn and Arthington (2002) present four key principles underlying the links between hydrology and aquatic biodiversity and the impacts of altered flow regimes: (1) flow is a major determinant of physical habitat; (2) aquatic species have evolved life history strategies based on natural flow regimes; (3) upstream-downstream and lateral connectivity are essential to organism viability; and (4) invasion and success of nonnative species is facilitated by flow alterations.

Putah Creek and the Putah Creek Accord are exemplary examples, where a small amount of strategic, well-planned flow targeted for the key items listed above, can make a

significant difference. It also underscores that a one-size fits all approach with the UIF is not a guarantee of success and that a more thoughtful and tributary specific approach is needed, such as the Putah Creek Accord.

<https://californiawaterblog.com/2023/07/08/putah-creeks-rebirth-a-model-for-reconciling-other-degraded-streams/>

- Page 3-39 (Table 3.4-5). The Draft Staff Report provides a summary of important water related stresses within the tributaries of the Sacramento River watershed. One of the main purposes of the Putah Creek Accord and 25-years of restoration projects along Putah Creek was and is to target these exact issues.
- Page 3-40 (Table 3.4-6). The Draft Staff Report provides a summary of salmon returns on the Mokelumne River and greater returns associated with a longer pulse flow. On Putah Creek, SCWA has been implementing both spring and fall pulse flows for the last 25-years as an important part of the Putah Creek Accord.

Chapter 4 – Other Aquatic Ecosystem Stressors

- Sections 4.2 (Physical Habitat Loss), 4.2.1 (Riparian Habitat and Open Channels), 4.2.2 (Tidal Marsh Habitat), 4.2.3 (Floodplains and Wetland Habitat), 4.3.3 (Water Quality, DO), 4.4 (Nonnative Species), 4.4.3 (Aquatic Plants), 4.5.3 (Fish Barriers), and 4.6 (Climate Change). The Draft Staff Report provides an overview of concerns associated with each of the topics above. For Lower Putah Creek, SCWA, LPCCC, and other partner agencies such as UC Davis and Putah Creek Council have spent the last 25-years focusing on these very exact issues. SCWA has constructed several restoration projects (and in the permitting process for more) to improve riparian habitat, reactivate floodplains, and reduce nonnative species. Furthermore, SCWA is in the process of working with public and private landowners to address fish passage barriers in Putah Creek. The Putah Creek watershed is also well adapted under existing conditions (not under the UIF approach) to handle climate change and protect cold-water habitat.

Chapter 5 – Proposed Changes to the Bay-Delta Plan for the Sacramento/Delta

- Page 5-2, as stated in the Draft Staff Report, “The Bay-Delta Plan includes water quality objectives to protect municipal and industrial, agricultural, and fish and wildlife beneficial uses.” However, in reviewing the Draft Staff Report with respect to Putah Creek, the Report places significant impacts on municipal and agricultural beneficial uses, but with little to no environmental benefit. Instead, the Putah Creek Accord provides an exemplary example over the last 25-years of how to manage and sustain all of the beneficiary uses within a tributary watershed.

Chapter 6 – Changes in Hydrology and Water Supply

- Section 6.3.1.2 (Sacramento Valley Flood Bypasses). The Draft Staff Report states that “increase in outflows from Cache and Putah Creeks produce substantial increases in flow in the lower half of the Yolo Bypass into the Delta (Figure 6.3-18). Increased flows on the lower Yolo Bypass may lead to increase in surface area inundation and floodplain habitat.”

However, this statement is not supported by Figure 6.3-18 or by Chapter 2, which references flows over 3,500-cfs at Lisbon Weir are required before lands in the bypass begin to flood. Both the Cache and Putah Creek Watershed are extremely small watersheds within the Sacramento River Watershed tributaries. Additionally, both watersheds are rain dominated watersheds, resulting in flashy and short-duration responses to rainfall. Lastly, Figure 6.3-18 for the 55% scenario shows no months when flows would exceed the 3,500-cfs threshold, providing no benefits as incorrectly stated in the Draft Staff Report.

- Section 6.4.1 (Total Water Supply). As stated above, the analysis for water supply impacts is extremely limited and presented at such a coarse level, that regions such as Solano County cannot reasonably determine what the actual impacts will be. Furthermore, the coarse level analysis divides Solano County into three broad regions, Sacramento River Watershed, Delta, and San Francisco Bay Area, such that SCWA cannot reasonably determine what the actual impacts will be to Solano County.
- Page 6-69. The Draft Staff Report states the following:
“Reductions in deliveries are not uniform across the various source tributaries, and some water users would be affected more significantly by reduced Sacramento/Delta supplies. For example, in the 55 scenario, estimated annual average supply reductions from the Mokelumne Aqueduct are 95 TAF (45 percent), 4 TAF (8 percent) through the North Bay Aqueduct, 33 TAF (62 percent) through Putah South Canal, and 39 TAF (28 percent) through the South Bay Aqueduct, with no reduction expected through the Contra Costa Canal. The larger reductions in the Mokelumne Aqueduct and Putah South Canal are caused by the larger increases in instream flow required on Putah Creek and the Mokelumne River to meet the modeled flow requirements. Further discussion of specific communities can be found in Section 7.20, Utilities and Service Systems.”
 As discussed above, the UIF approach places a disproportionate impact on the Putah Creek tributary system, on a watershed that is often described as a model for reconciling other degraded streams. The State Board’s one-size fits all for UIF is detrimental to all beneficial uses within the Putah Creek watershed. Furthermore, the UIF approach places a disproportionate burden on both the Putah and Mokelumne Watershed, which are two of the best performing watersheds within the Sacramento River and Eastside Watersheds in regards to environmental reconciliation.
- Section 6.5 (Changes in Groundwater Supply). The Draft Staff Report does not adequately address changes to groundwater and directs the impact to the SGMA process. However, in Solano County the Solano Subbasin is a medium priority basin, with an approved Groundwater Sustainability Plan. The UIF approach would have a significant and disproportionate impact on groundwater in Solano County, primarily due to the loss of 144-TAF of high-quality surface water to agricultural and municipal water users in Solano County. This significant impact is not addressed anywhere in the Draft Staff Report.
- Section 6.6.1.2 (Water Transfers). The Draft Staff Report provides a coarse level analysis and recommendations for water transfers but does not assess the cumulative

impact of the Phase 1 (San Joaquin) and Phase 2 (Sacramento) Unimpaired Flow approach on water transfer prices, particularly if water transfers are being done and needed collectively across the entire State.

- Section 6.6.1.4 (Water Conservation). While the Draft Staff Report makes recommendations on water conservation, Solano County's water users have already implemented wide-scale urban and agricultural water conservation programs and efficiencies across the region. The results are illustrated in the numerous Urban and Agricultural Water Management Plans that are updated every 5 years for the cities and irrigation districts in Solano County.
- Section 6.6.1.5 (Desalination). The Draft Staff Report provides a coarse summary of desalination but does not provide a specific analysis and summary of the importance and challenges of desalination in Solano County with the UIF approach, and the loss of 144-TAF of high-quality surface water supplies. For many of the cities in Solano County, desalination intakes would need to occur in environmentally sensitive areas such as the Suisun Marsh, Suisun Bay, Carquinez Strait, and Napa River estuary.

Chapter 7 – Environmental Analysis

- Many of the EIR impacts and concerns to Solano County are commented above under Chapter 1.

Appendix A1 – SacWAM Methods and Results

- Page A1-11 (Table A1-13). The Appendix to the Draft Staff Report places an arbitrary end of September Carryover Storage Target of 900-TAF on Lake Berryessa. However, there is no factual basis or information for this analysis. SCWA has been collecting over 20-years of temperature data at Lake Berryessa, with temperatures for depths of 1, 5, 10, 40, and 70-feet. The temperature data consistently shows that regardless of lake level, cold water temperatures can be found consistently between 40-70 feet of depth. A more technical and scientific appropriate target would be to assume a protective depth of 100-feet, which based on the Stage-Volume relationship for Lake Berryessa, yields a Storage Volume of approximately 100-TAF to protect Cold Water levels in Lower Putah Creek.
- Page A1-17 (Table A1-10). The Draft Staff Report provides a specific allocation to the Solano Project for the 55% Unimpaired Flow which is 25%. This corresponds to a 75% (144-TAF) reduction in municipal and agricultural high-quality surface water supplies to Solano County.
- Page A1-263 (Lake Berryessa (Putah Creek Watershed)). In reviewing the End of Month Storage curves for Lake Berryessa, the results use starting baseline condition reflective of a full reservoir in April. This condition only occurs in about 1/3 of all years (24 of the last 64 years) and would be dramatically different with the UIF approach, as year-to-year Carryover in Lake Berryessa would be significantly reduced. Furthermore, as discussed above with the Cold-Water Pool target and the starting conditions in April, the Draft Staff Report contains significant technical flaws in regards to Lake Berryessa reservoir operations.

Second Snow Survey of the Year Shows Modest Improvement for Snowpack, Conditions Remain Below Average

Published: Jan 30, 2024

SACRAMENTO, Calif. – The Department of Water Resources (DWR) today conducted the second snow survey of the season at Phillips Station. The manual survey recorded 29 inches of snow depth and a snow water equivalent of 10 inches, which is 58 percent of average for this location. The snow water equivalent measures the amount of water contained in the snowpack and is a key component of DWR’s water supply forecast.

Today’s results reflect a modest increase in the snowpack since January 1, but overall conditions are still far below normal. DWR’s electronic readings from 130 stations placed throughout the state indicate that the statewide snowpack’s snow water equivalent is 8.4 inches, or 52 percent of average for this date, an improvement from just 28 percent of average on January 1. One year ago, the snowpack statewide was 214 percent of average on February 1.

“This year’s El Niño has delivered below average precipitation and an even smaller snowpack,” said DWR Director Karla Nemeth. “Californians must prepare for all possible conditions during the remaining months of the rainy season.”

Despite additional precipitation in January, many storms so far this year have been warmer than average, producing rain rather than snow at higher elevations. Overall statewide precipitation is 82 percent of average for this date. Last year’s snowpack was aided by both above average precipitation and below average temperatures, which created a historic snowpack and improved reservoir storage statewide, which is still above average. Lake Oroville, the State Water Project’s largest reservoir, is currently 76 percent of average.

“Despite strong El Niño conditions in the Pacific Ocean, a high-pressure system and several other climate factors have led to below average conditions so far and most storm impacts have been focused along the coastal regions,” said Dr. Michael Anderson, State Climatologist with DWR. “Many of these storms have also been warmer than average and produced more rain and less snow, a far cry from last year’s near-record snowpack and once again demonstrating how California can swing from one extreme to another.”

Even though this winter has provided below average precipitation overall, it can only take one storm to produce severe flooding in the right circumstances. Communities in San Diego, the Bay Area and along the North Coast have already experienced flooding impacts this winter, highlighting the need to always be prepared for flood risk. DWR and the Joint State-Federal Flood Operations Center have been working with communities and emergency response agencies to coordinate flood response and provide training to prepare for flooding. All Californians should follow three basic steps to plan for possible floods:

- Be aware of your risk – know whether your home is downslope of a burn area or in a floodplain; pay attention to weather forecasts; listen to local authorities.
- Be prepared – always have an emergency evacuation kit ready; be ready to evacuate early; have a plan for where you will go in an emergency.
- Take action – subscribe to your local emergency providers to get updated information. If local authorities issue an evacuation order, do not delay, follow local guidelines for evacuation and never attempt to drive through a flooded roadway.

On average, the Sierra snowpack supplies about 30 percent of California’s water needs. Its natural ability to store water is why the Sierra snowpack is often referred to as California’s “frozen reservoir.” Data from these snow surveys and forecasts produced by DWR’s Snow Surveys and Water Supply Forecasting Unit are important factors in determining how DWR manages the state’s water resources.

DWR conducts five media-oriented snow surveys at Phillips Station each winter near the first of each month, January through April and, if necessary, May. The next survey is tentatively scheduled for **March 1**.

For California’s current hydrological conditions, visit <https://cww.water.ca.gov>

For more information on finding your flood risk, visit <https://myhazards.caloes.ca.gov/>

For information on obtaining flood insurance, visit <https://www.floodsmart.gov/>

For information on how you can prepare your household for flood emergencies, visit <https://www.ready.gov/kit>

Additional Resources

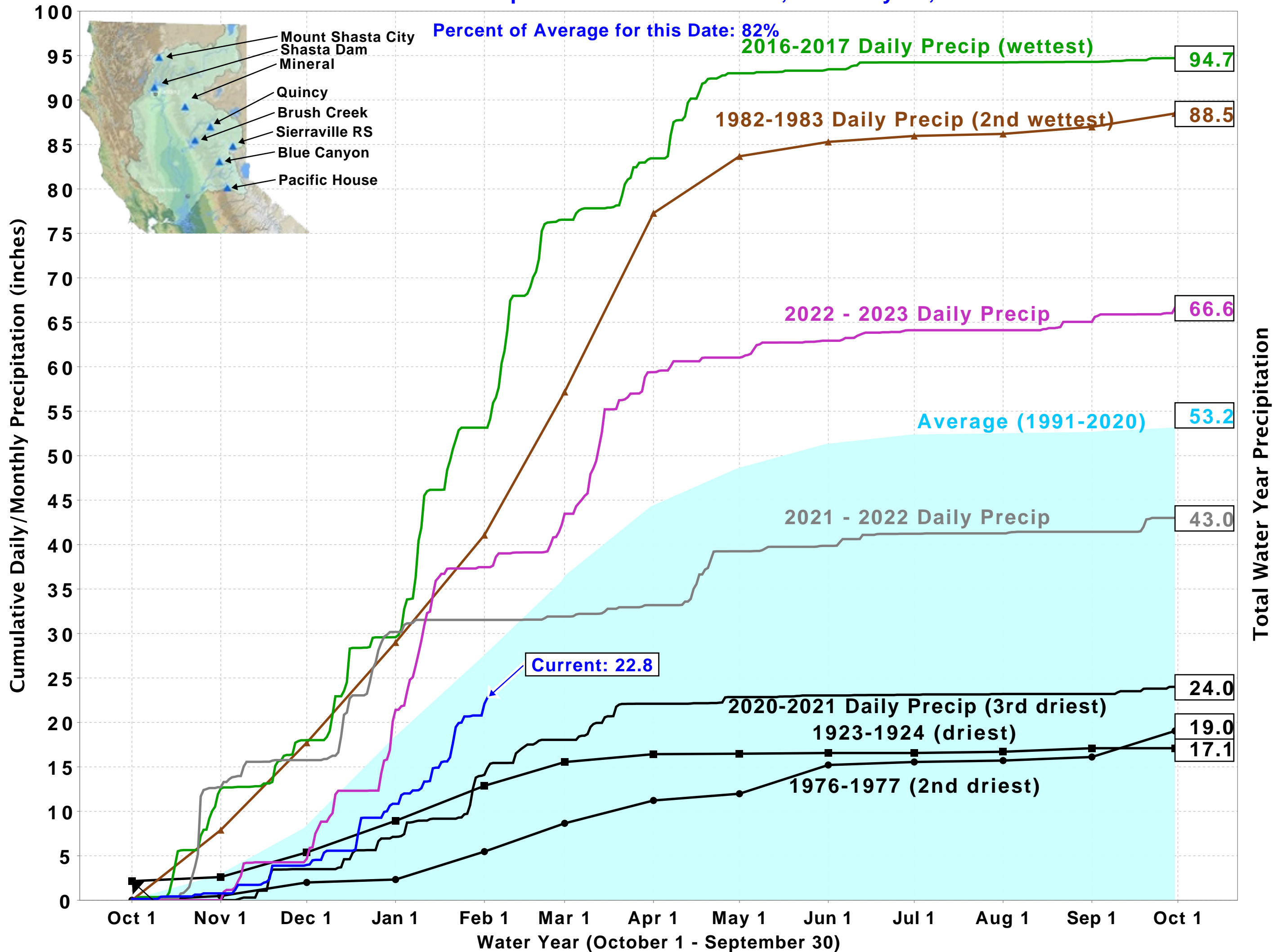
- [Video of today’s Phillips survey](#)
- [Digital photos](#) of today’s Phillips survey
- [B-roll](#) of today’s Phillips survey
- [Snowpack readings](#) (View readings for [current regional snowpack](#) and [historical snowpack comparison](#))
- [Precipitation data](#) (View current California Data Exchange Center charts for the [Northern Sierra 8-station index](#) for updated rainfall readings in the critical northern portion of the state, as well as the [San Joaquin 5-station index](#) and [Tulare Basin 6-station index](#))

Contact:

Jason Ince, Information Officer, Public Affairs, Department of Water Resources

(916) 820-8138 | Media@water.ca.gov

Northern Sierra Precipitation: 8-Station Index, February 02, 2024

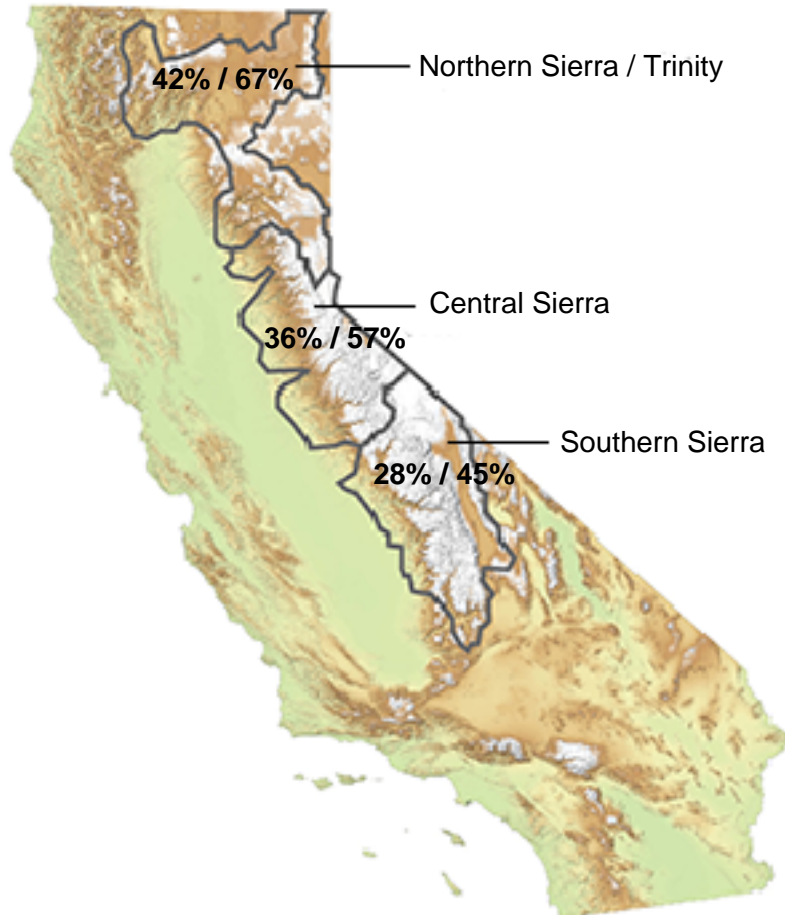




STATEWIDE SNOW WATER CONTENT

CURRENT REGIONAL SNOWPACK FROM AUTOMATED SNOW SENSORS

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



Statewide Average: 36% / 57%

NORTH	
Data as of February 2, 2024	
Number of Stations Reporting	25
Average snow water equivalent (Inches)	12.0
Percent of April 1 Average (%)	42
Percent of normal for this date (%)	67

CENTRAL	
Data as of February 2, 2024	
Number of Stations Reporting	50
Average snow water equivalent (Inches)	9.7
Percent of April 1 Average (%)	36
Percent of normal for this date (%)	57

SOUTH	
Data as of February 2, 2024	
Number of Stations Reporting	24
Average snow water equivalent (Inches)	6.6
Percent of April 1 Average (%)	28
Percent of normal for this date (%)	45

STATE	
Data as of February 2, 2024	
Number of Stations Reporting	99
Average snow water equivalent (Inches)	9.5
Percent of April 1 Average (%)	36
Percent of normal for this date (%)	57

Data as of February 2, 2024

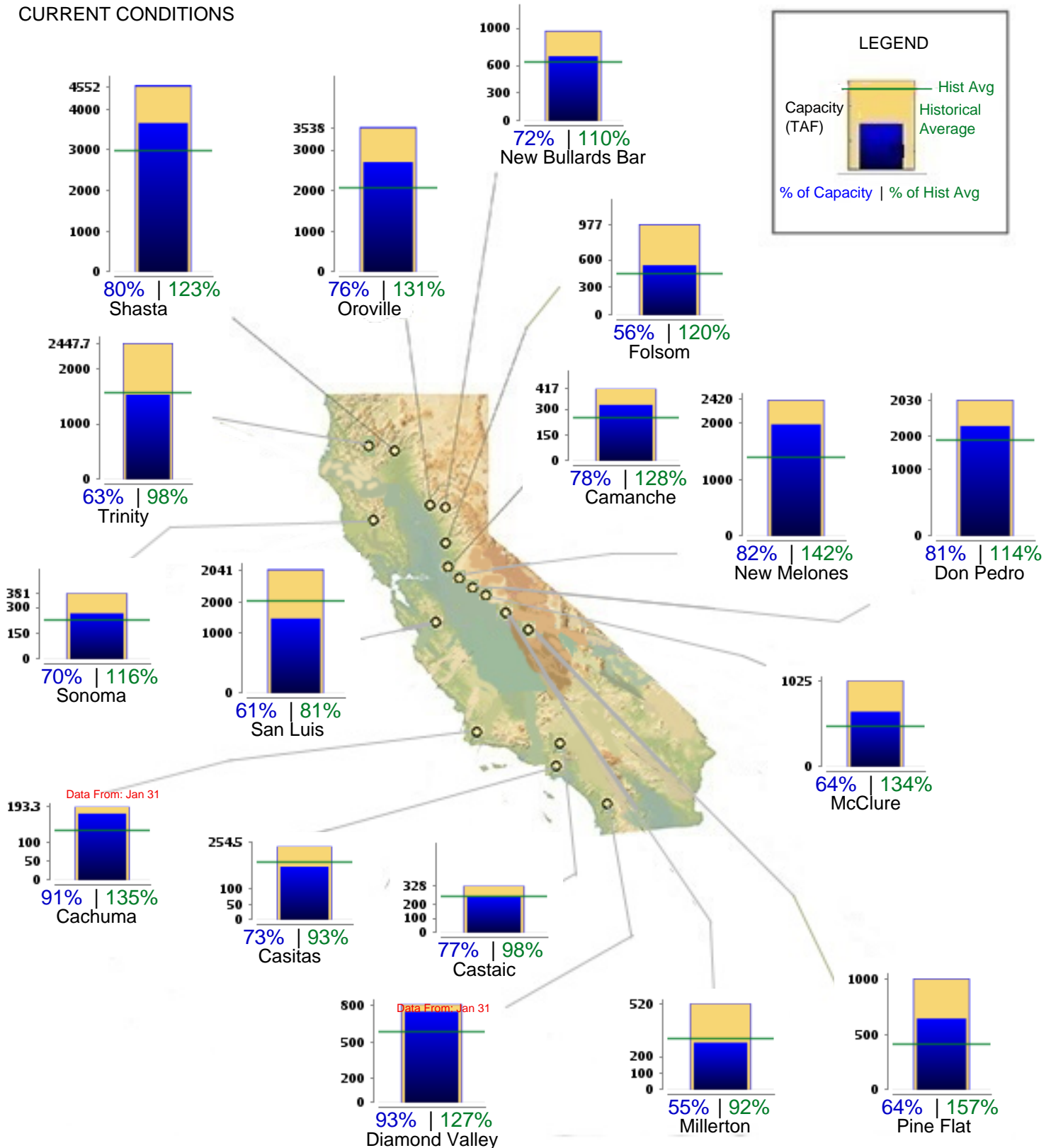


CURRENT RESERVOIR CONDITIONS

CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

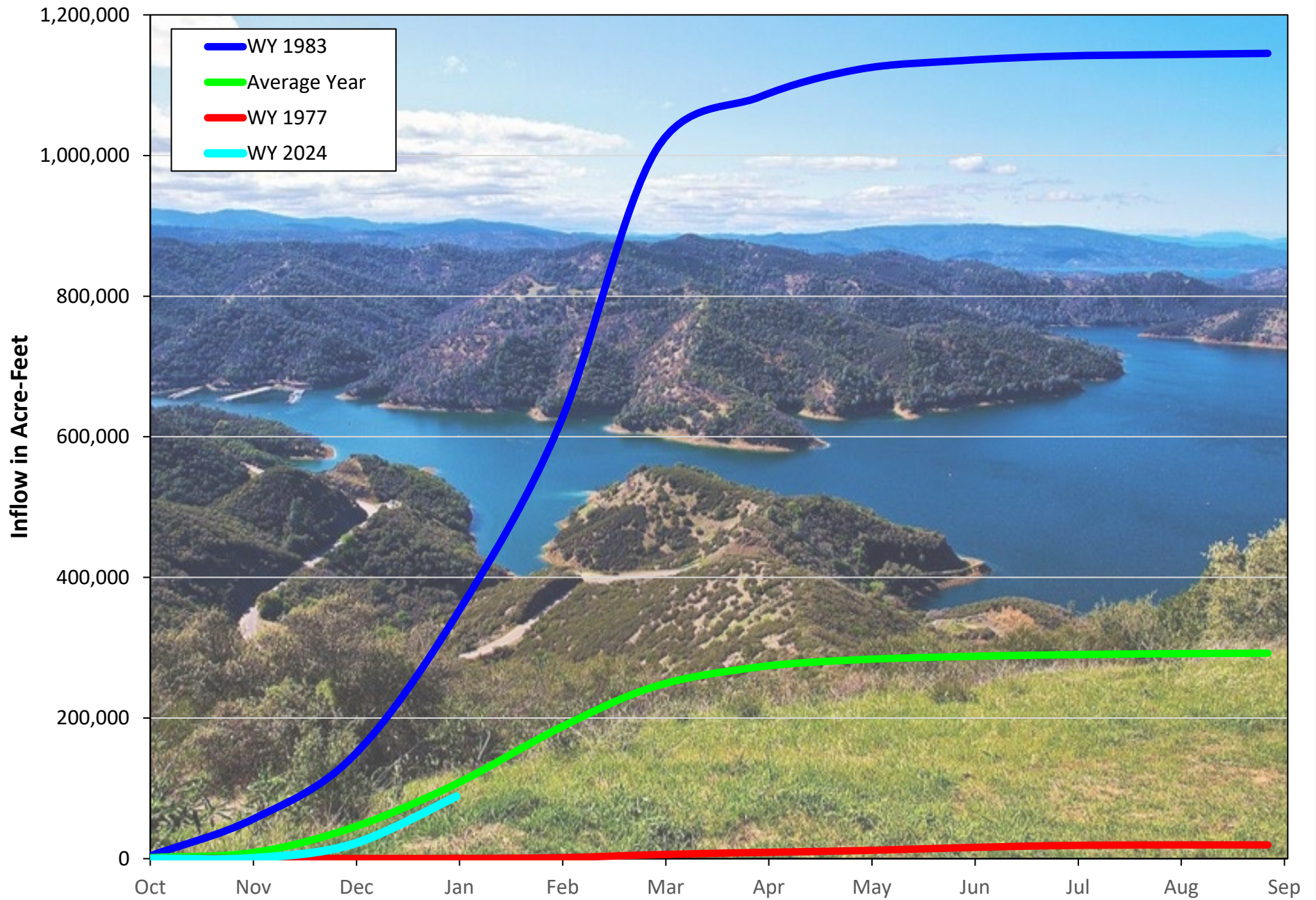
Midnight - February 1, 2024

CURRENT CONDITIONS

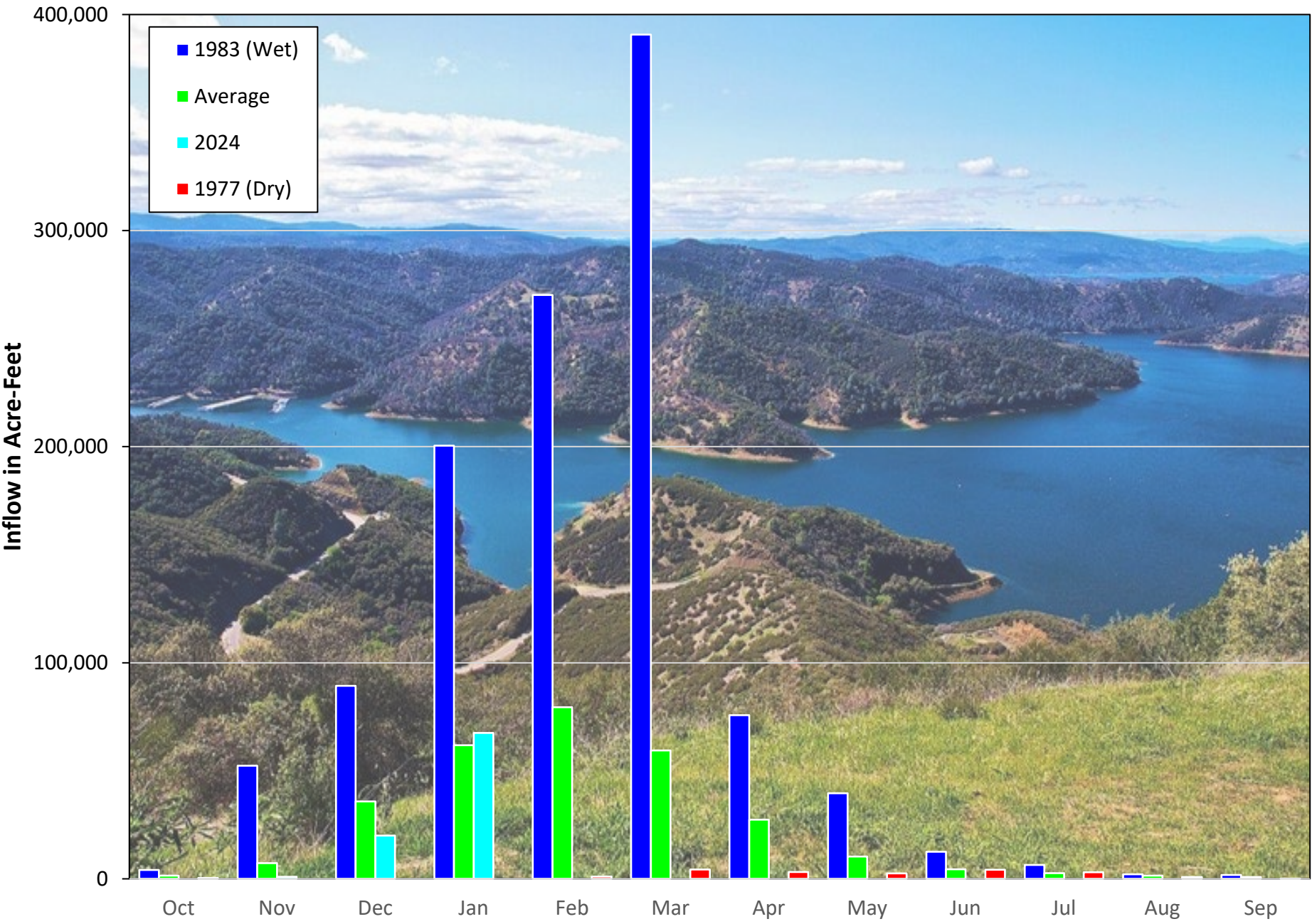


Updated 02/02/2024 11:18 AM

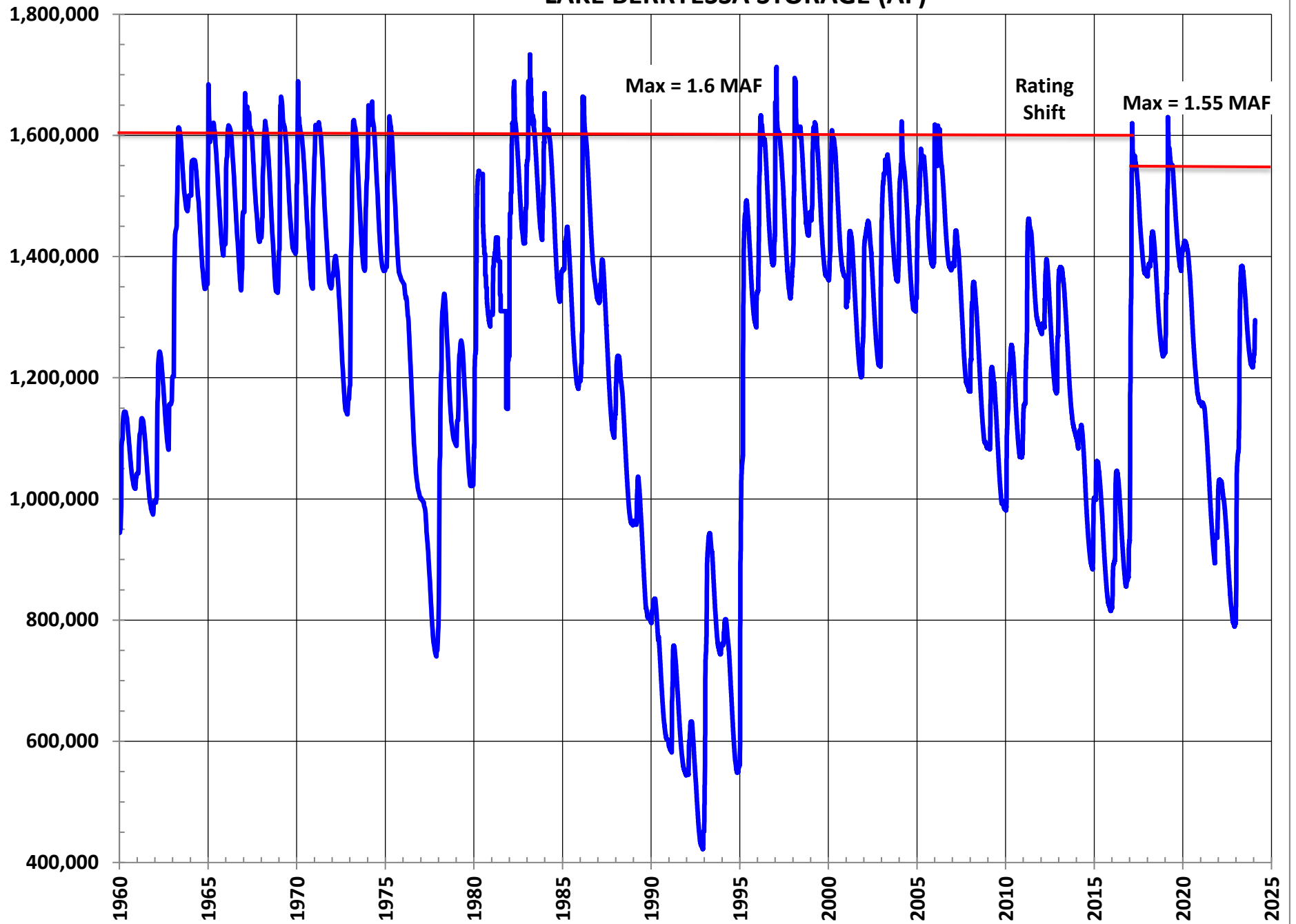
Annual Lake Berryessa Inflow



Annual Lake Berryessa Inflow



LAKE BERRYESSA STORAGE (AF)



**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) –
R&S Erection of Vallejo – Maintenance of Vehicular Gates Along the Solano
Project- \$30,000

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
January 24, 2024**

Present:

Agency	Members
SCWA	Chris Lee, Alex Rabidoux, Maritza Flores Marquez, Gustavo Cruz
Benicia	Danielle Bonham
Dixon	Jordan Santos
Fairfield	Michael Hether
Rio Vista	Kelly Baroni
Vacaville	Justen Cole, Ramiro Jimenez
Vallejo	Beth Schoenberger, Melissa Cansdale
Solano County	Misty Kaltreider
RD 2068	
SID	Cary Keaten, Paul Fuchslin
Dixon RCD	
FSSD	
MPWD	
Other	

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

1. Minutes of December 6, 2023, meeting:
The meeting minutes were approved.
2. Discussion on Preview of SCWA Board Agenda:
 - a. Draft SWAC Minutes to Board:

Alex Rabidoux (SCWA) asked the Solano Water Advisory Commission (Commission) for guidance to providing a draft of the Commission notes to the Solano County Water Agency (SCWA) Board (Board) so that they can stay updated with the discussions held within the Commission. The Commission agreed to review the notes via email, and Danielle Bonham (Benicia) and Justen Cole (Vacaville) will provide final approval. The approved notes will be added to the Board packet. Moving forward, meeting notes will no longer be approved during Commission meetings.

Chris Lee (SCWA) shared that a Board agenda has not been developed. Moving forward, he recommended that the Commission have a standing meeting during the first week of each month to review the Board agenda. For those that cannot make the standing meeting, Chris Lee (SCWA) and Alex Rabidoux (SCWA) will make themselves available to meet and review the Board agenda. The first standing meeting was proposed for February 1.

Action Item: Alex Rabidoux (SCWA) to send a poll with proposed times and dates to the Commission to schedule standing meetings to review the Board agenda in advance of Board meetings.

3. Bay-Delta Water Quality Plan – Comment Letter(s):

Alex Rabidoux (SCWA) walked through a presentation highlighting the basis of SCWA's comments to the Bay-Delta Water Quality Control Plan. The comment letter developed by SCWA, was shared with the Commission along with additional comment letters from Solano Irrigation District, Vallejo, Solano County, State Water Contractors, Northern California Water Association, Contra Costa Water District, East Bay Municipal Utility District, and Yolo County Flood Control and Water Conservation District.

The Commission provided a recommendation to develop a technical advisory committee to address the Commission's concerns. This group could also be tasked with leading the economic modeling and reservoir modeling.

Alex Rabidoux (SCWA) shared that a draft of the Voluntary Agreement for Putah Creek will be shared with the Commission, prior to the next Commission meeting. A draft of the flow component of the Voluntary Agreement will be shared with the Board in March.

Action Item: Alex Rabidoux (SCWA) to share slides presented and include the last slide from Contra Costa Water District's meeting held on January 8th regarding the timeline developed to comment on the Bay Delta-Water Quality Control Plan.

4. Bay- Delta Voluntary Agreements:

See Item #3 above.

5. SCWA General Manager's Report:

a. SCWA Board Items:

Chris Lee (SCWA) shared with the Commission that he is drafting an agenda to be shared on or before the February 1 Meeting.

b. North Bay Aqueduct (NBA):

Alex Rabidoux (SCWA) updated the Commission that there is a delay on the water accounting. The delay is a result of staff changes. Staff anticipate sending over the updated water accounting spreadsheets in about two weeks.

c. Solano Project:

Chris Lee (SCWA) shared that the City of Vallejo had comments on the water service contracts. Comments were addressed, and this will be shared during the next Board meeting to acknowledge that the City of Vallejo's comments were addressed.

d. Bay Delta Planning Issues:

See Item #3 above.

- e. Flood Management Issues:
Gustavo Cruz (SCWA) provided an update to the Commission on the Dixon Watershed Project. The project is ongoing.
- f. Other Regional and State Issues:
None.
- g. Other Issues:
None.
- 6. Groundwater Planning:
 - a. SGMA Update:
Chris Lee (SCWA) updated the Commission that the groundwater sustainability plan submitted in 2022 was approved with minor items to address. The items to address include, 1) continue to work with state and local agencies, 2) inter-connected water relationship, and 3) subsidence.
- 7. Solano County Report:
Misty Kaltreider (County) updated that Commission that Terry Schmidtbaaur, Director of Resource Management retired. She also shared that California Forever submitted an initiative for a ballot measure.
- 8. Other Topics:
None.
- 9. Public Comments:
None.

The next meeting will be Wednesday, February 28, 2024, at 12:30 PM.

The meeting was adjourned at 2:00 PM.

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: February 8, 2024

SUBJECT: Water Agency Staffing – Addition of Intermittent Water Resources Technician to Assist with Caretaking of Sackett Ranch Property

RECOMMENDATION:

Authorize General Manager to hire one 3-year limited-term Assistant Water Resources Technician limited to no more than 1,000 hours per fiscal year to support the ongoing caretaking of the Sackett Ranch Property.


FINANCIAL IMPACT:

The hourly wage of the Assistant Water Resources Technician is \$34.06 - \$41.40 per hour. The position will be limited to 1,000 hours annually equating to no more than \$45,981 per year (including taxes) at the highest hourly rate. This position will work solely at Sackett Ranch and therefore the cost for this position will be primarily allocated to the Solano Project fund. Sufficient funding is included in the FY 2023-2024 budget.

BACKGROUND:

The Solano County Water Agency requires general caretaker duties at its Sackett Ranch property in Winters, California. The Water Agency is recommending hiring an intermittent Water Resources Technician to fulfill this role. This position would report to the Supervising Water Resources Technician and/or another designee of the Agency.

This position will be designated as a 3-year limited term, but it will still be an at-will position and the employee can be terminated at any time if not able or willing to meet the requirements of the position. In the event the Agency requires this position to transition to a full-time position staff should come back to the Board of Directors for approval.

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 February 8, 2024, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

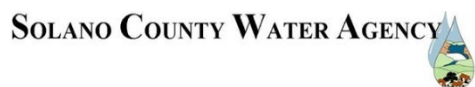
Chris Lee
General Manager & Secretary to the
Solano County Water Agency

Duties include but not limited to the following:

- Security of Sackett Ranch property and facilities.
- Liaison with Sackett Lane neighbors as needed.
- Weekly patrol throughout the property for downed trees, water leaks, etc.
- Monthly inspection of main house for damage or leaks.
- Landscaping of the main house and cabin house; including maintain irrigation system as needed, pruning, pest control, lawn mowing, weed control, cleanup, etc.
- Pruning and caretaking of the small orchard and scattered fruit trees throughout the property.
- Prompt notifications and response to maintenance issues around the property.
- Brief weekly email report to Supervisor of inspections completed.
- Support in area fire prevention, area risk assessment, and emergency response drills.
- Monitor and respond to fire and flood events, including active participation in the Pleasants Valley Fire Safe Council.
- Notifying proper authorities in the event of an emergency.
- Bi-weekly patrolling of property during fire season and checking fire suppression equipment.
- Timely notification of management of any incidents.

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:

The proposal to hire a Sackett Ranch caretaker is consistent with Goal #10 (*Funding and Staffing*), Objective C (*Provide necessary and sufficient staffing and resources to maintain program activities and to achieve the goals and objectives of the strategic plan*); and Objective D (*Optimize opportunities for cost-savings strategies*).



**ASSISTANT WATER RESOURCES
TECHNICIAN
FLSA: Non-Exempt**

MONTHLY SALARY RANGE #20-24

(Assigned Salary Range based on License and Certifications)

DEFINITION

Under direct and general supervision, learns to perform and performs a variety of skilled and semi-skilled duties in the areas of water management, flood management, water quality, habitat restoration/management, and watercraft inspection/decontamination functions; operates and maintains heavy equipment such as tractors, excavators and trucks; operates and maintains habitat restoration irrigation systems; performs stream gaging; assists in conducting field inspections and investigations of the Agency's systems and facilities; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Supervising Water Resources Technician and/or from other supervisory or management staff. No direct supervision of staff is exercised. Work assignment and training of interns may be performed.

DISTINGUISHING CHARACTERISTICS

This is the entry level class in the Water Resources Technician series. This class is distinguished from the Associate Water Resources Technician (journey-level) by the performance of the more routine tasks in the areas of water management, flood management, water quality, habitat restoration/management, and watercraft inspection/decontamination functions. Employees at this level are not expected to perform with the same independence of direction and judgment on matters allocated to the journey level. As experience and proficiency are gained, assignments will become more technically diverse and difficult, while exercising increasing independence of judgment.

This class is alternately staffed with Associate Water Resources Technician 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 right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Learns to perform logistical planning and preparation to implement field work projects.

- Performs control of invasive water and land-based species; . protects designated plants and trees from wild and domestic animals by creating plant/tree cages, electric fences and other defenses.
- Learns to inspect and inspect boats for mussel contamination; decontaminates boats and engines; completes inspection and screening documents.
- Operates modern office equipment, including desktop and laptop computers and specialized software applications.
- Enters and retrieves information from a database and monitors database activity.
- Schedules and instructs Cal Fire inmate crews.
- Designs and fabricates equipment, tools, parts and hardware.
- Designs, purchases, installs, monitors, repairs, and applies irrigation.
- Operates and maintains water resource projects such as weed management and irrigation.
- Skillfully Operates heavy equipment such as tractors, trucks and excavators; creates access through difficult and inaccessible terrain to allow restoration work.
- Performs or arranges for maintenance and repair of equipment.
- Learns to perform and performs stream gaging to measure streamflow.
- Maintains public relations along the creek; acquires signed agreements with landowners to allow private property access; discusses landowner concerns.
- Assists engineering staff in engineering projects by performing surveys and taking organic samples.
- Conducts field inspections, investigations, monitoring and data gathering for the Agency's monitoring stations, water distribution systems and flood control facilities.
- Assists in project management of outsourced construction projects such as preparing contracts and scheduling work dates and task orders.
- Assists in channel maintenance by performing routine measurements and keeping records of stream flows.
- Provides training and assigns and reviews work of seasonal employees/interns.
- Coordinates and/or participates in public outreach events such as festivals, boat shows, expositions to increase public awareness.
- Builds and maintains positive working relationships with co-workers, the public, employees of other agencies, and contractors using principles of effective customer service.
- Attendance and punctuality that is observant of scheduled hours on a regular basis.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Safe practices for operation of heavy equipment.
- Basic use of power tools, hand tools and electrical equipment.
- Streamflow and geomorphology.
- Control of weeds, invasive species, and wild and domestic animals.
- Native plants and animals in the riparian and woodland areas of Solano County.
- Soil erosion prevention practices and procedures.

- Principles of safe work practices related to working in the field with heavy equipment, hand tools, and electrical equipment.
- Record keeping principles and procedures.
- Computer applications related to work, particularly database applications and geographic information systems.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer services and dealing effectively with the public, vendors, contractors, and Agency staff, in person and over the telephone.
- Effective communication techniques and public relations.

Ability to:

- Operate heavy equipment such as tractors, trucks, and excavators on rough terrain.
- Perform basic maintenance on vehicles and small/heavy equipment.
- Install heavy irrigation pipes and pumps.
- Wade into running water to take measurements.
- Operate a canoe and boat.
- Perform simple repair of equipment.
- Understand and interpret basic to routine engineering construction plans, specifications, and other contract documents.
- Prepare and maintain detailed and accurate records, reports, and written correspondence.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment, including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish and maintain effective working relationships with those contacted in the course of the work.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines and objectives.

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 or possession of a GED; and

Experience: Minimum of six (6) months of experience operating heavy equipment such as tractors, trucks and/or excavators.

Advanced degree desirable.

Required License:

Possession of an appropriate California driver's license and a satisfactory driving record

LICENSE AND CERTIFICATION INCENTIVE PAY

Two (2) Qualifying Licenses and Certifications qualify for incentive pay:

- Class A Driver's License
- Qualified Applicator Certificate (QAC) or Qualified Applicator License (QAL) with Right-of-way, Aquatic Weeds, or Landscape Maintenance from the California Department of Pesticide Regulation.

Possession of 1 = Range 22

Possession of 2 = Range 24

PHYSICAL DEMANDS

Must possess mobility to work in the field and in a standard office setting and use standard office equipment, including a computer; strength, stamina, and mobility to perform heavy physical work, operate heavy equipment, operate varied hand and power tools; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves fieldwork requiring frequent walking in operational areas to perform work and to identify problems or hazards. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification frequently bend, stoop, kneel, crouch, reach and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push, and pull heavy materials and objects up to 50 pounds.

ENVIRONMENTAL ELEMENTS

Employees partially work in an office environment with moderate noise levels, controlled temperature conditions and no direct exposure to potentially hazardous physical substances. Employees mostly work in the field and are exposed to loud noise levels, dust, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Occurrence of poison oak, ticks, bees/wasps, snakes, and other possible hazards is prevalent in routine work environment. Employees may interact with upset staff and/or public and private representatives, and contractors in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

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

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: February 8, 2024

SUBJECT: Water Agency Staffing - Addition of one Assistant and one Senior Water Resources Technician to Manage Sackett Ranch Native Pant Nursery

RECOMMENDATIONS:

Authorize General Manager to hire one permanent Assistant Water Resources Technician and one permanent Senior Water Resources Technician to manage Sackett Ranch native plant nursery.

FINANCIAL IMPACT:

The annual cost (salary and benefits) of an Assistant Water Resources Technician position ranges from \$87,180 - \$135,509. The annual cost (salary and benefits) of a Senior Water Resources Technician position ranges from \$114,277-\$171,897. Sufficient funding is included in the FY 2023-2024 budget and will be included in subsequent budgets if the positions are approved.


BACKGROUND:

The Sackett Ranch 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. With all 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.

The Water Agency is currently lacking enough staff to adequately manage the nursery's operations.

Staff recommendation is to hire one Assistant Water Resources Technician and one Senior Water Resources Technician, whose primary responsibilities will consist of:

- Providing day-to-day management of the native plant nursery, including propagation, planting, cultivation, and maintenance of plants.

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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General Manager & Secretary to the
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Page 2

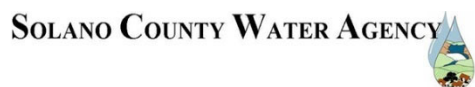
- Implement and maintain industry best practices to ensure plant health, including phytosanitation, irrigation, fertilization, weed control, pest management, and disease control.
- Develop and maintain a production schedule and an inventory system for tracking plant species, quantities, and availability.
- Ensure compliance with all relevant regulations and permits related to plant production.
- Collaborate with Agency staff to identify and prioritize plant species based on ecological importance and Agency demand.
- Assist Supervisor in coordinating Agency planting events.
- Other nursery related tasks as assigned.

The Assistant Water Resources Technician will primarily assist the Senior Water Resources Technician in all nursery related tasks listed above.

Full job descriptions attached.

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.



**ASSISTANT WATER RESOURCES
TECHNICIAN
FLSA: Non-Exempt**

MONTHLY SALARY RANGE #20-24

(Assigned Salary Range based on License and Certifications)

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- Assists in project management of outsourced construction projects such as preparing contracts and scheduling work dates and task orders.
- Assists in channel maintenance by performing routine measurements and keeping records of stream flows.
- Provides training and assigns and reviews work of seasonal employees/interns.
- Coordinates and/or participates in public outreach events such as festivals, boat shows, expositions to increase public awareness.
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- Understand and interpret basic to routine engineering construction plans, specifications, and other contract documents.
- Prepare and maintain detailed and accurate records, reports, and written correspondence.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment, including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish and maintain effective working relationships with those contacted in the course of the work.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines and objectives.

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 or possession of a GED; and

Experience: Minimum of six (6) months of experience operating heavy equipment such as tractors, trucks and/or excavators.

Advanced degree desirable.

Required License:

Possession of an appropriate California driver's license and a satisfactory driving record

LICENSE AND CERTIFICATION INCENTIVE PAY

Two (2) Qualifying Licenses and Certifications qualify for incentive pay:

- Class A Driver's License
- Qualified Applicator Certificate (QAC) or Qualified Applicator License (QAL) with Right-of-way, Aquatic Weeds, or Landscape Maintenance from the California Department of Pesticide Regulation.

Possession of 1 = Range 22

Possession of 2 = Range 24

PHYSICAL DEMANDS

Must possess mobility to work in the field and in a standard office setting and use standard office equipment, including a computer; strength, stamina, and mobility to perform heavy physical work, operate heavy equipment, operate varied hand and power tools; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves fieldwork requiring frequent walking in operational areas to perform work and to identify problems or hazards. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification frequently bend, stoop, kneel, crouch, reach and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push, and pull heavy materials and objects up to 50 pounds.

ENVIRONMENTAL ELEMENTS

Employees partially work in an office environment with moderate noise levels, controlled temperature conditions and no direct exposure to potentially hazardous physical substances. Employees mostly work in the field and are exposed to loud noise levels, dust, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Occurrence of poison oak, ticks, bees/wasps, snakes, and other possible hazards is prevalent in routine work environment. Employees may interact with upset staff and/or public and private representatives, and contractors in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

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

SENIOR WATER RESOURCES TECHNICIAN
FLSA: Non-Exempt

MONTHLY SALARY RANGE #32-36

(Assigned Salary Range based on License and Certifications)

DEFINITION

Under general direction, performs the most complex and advanced skilled and semi-skilled water management, flood management, water quality, habitat restoration/management, and watercraft inspection/decontamination functions; operates and maintains heavy equipment such as tractors, excavators and trucks; operates and maintains habitat restoration irrigation systems; performs stream gaging; assists in conducting field inspections and investigations of the Agency's systems and facilities; plans and assigns the work of and serves in an advisory capacity to lower level technical staff; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from assigned supervisory or management personnel. May exercise direct supervision over technical and support staff.

DISTINGUISHING CHARACTERISTICS

This is the advanced journey and/or lead level classification in the Water Resources Technician series. Incumbents in this classification perform specialized and advanced functions in support of water management, flood management, water quality, habitat restoration, and watercraft inspection/decontamination. This class is distinguished from the class of Associate Water Resources Technician by the performance of the most complex and difficult duties, and the provision of direct, lead, and advisory functions over lower-level staff.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)

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

- Plans, organizes, assigns, supervises, and reviews the work of staff assigned to assigned program area; trains staff in work procedures; provides policy guidance and interpretation; evaluates employee performance, counsels employees, and effectively recommends initial disciplinary action; assists in selection and promotion processes.
- Performs logistical planning, preparation, and coordination to implement complex habitat restoration projects.
- Designs, purchases, installs, monitors, repairs and applies irrigation through designated sites in the creek area.
- Instructs others in the operation of and skillfully operates heavy equipment such as tractors, trucks and excavators.
- Plans, prioritizes, assigns and reviews the work of other technicians.
- Diagnoses and troubleshoots failures in mechanical, hydraulic, and electrical systems.
- Performs control of invasive water and land-based species; protects designated plants and trees from wild and domestic animals by creating plant/tree cages, electric fences and other defenses.

- Monitors, maintains and transplants multiple plant test-plot sites; tests various soil amendments and soil conditions; meets, discusses and plans alternatives with soil scientists and biologists.
- Schedules and instructs CalFire inmate crews to cut trees in the riparian zone and forest when needed to create flood plains and planting zones.
- Creates burn schedules; checks with the California Air Resources Board for allowed burn days; requests days needed from California Department of Forestry and Fire Protection (CDF) to be on site; contacts fire departments, sheriff and landowners to give notice; arranges necessary equipment.
- Oversees the shop where supplies, equipment and tools are stored; makes sure the shop is cleaned and maintained in accordance with OSHA requirements; works with agencies that share the space as needed (Solano Irrigation District dam operations and the fire department's adjoining fire station).
- Performs stream gaging to measure streamflow.
- Assists engineering staff in engineering projects, including surveying, site plan development and field inspections.
- Conducts field inspections, investigations, monitoring and data gathering for the Agency's monitoring stations, water distribution systems and flood control facilities.
- Assists in project management of outsourced construction projects such as preparing contracts and scheduling work dates and task orders.
- Assists with volunteer events throughout the year to schedule planting, nursery or creek restoration work to coincide with needed equipment and personnel.
- Assists in flood monitoring and channel maintenance by performing routine measurements and keeping records of stream flows.
- Attendance and punctuality that is observant of scheduled hours on a regular basis.
- Performs hiring, training, scheduling, assigning and reviewing the work of paid interns.

QUALIFICATIONS

Knowledge of:

- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, discipline, and the training of staff in work procedures.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Safe practices for operation of heavy equipment.
- Basic use and repair of power tools, hand tools and electrical equipment.
- Streamflow and geomorphology.
- Control of weeds, invasive species, and wild and domestic animals.
- Native plants and animals in the riparian and woodland areas of Solano County.
- Soil erosion prevention practices and procedures.
- Effective communication techniques and public relations.
- Safety principles and practices.
- Record keeping principles and procedures.
- Computer applications related to work, particularly database applications and geographic information systems.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer services and dealing effectively with the public, vendors, contractors, and Agency staff, in person and over the telephone.
- As assigned, principles of lead direction of employees.

Ability to:

- Operate heavy equipment on rough terrain.
- Install heavy irrigation pipes and pumps.
- Wade into running water to take measurements.
- Operate a canoe and boat.
- Perform simple repair of equipment.
- Understand and interpret basic to routine engineering construction plans, specifications, and other contract documents.
- Prepare and maintain detailed and accurate records, reports, and written correspondence.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment, including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Builds and maintains positive working relationships with co-workers, the public, employees of other agencies, and contractors using principles of effective customer service.
- Assign and review work of and train lower-level staff.

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 or possession of a GED

Four (4) years of experience operating heavy equipment such as tractors, trucks and/or excavators, and performing water management, flood management, water quality or habitat restoration/management. Possession of a graduate degree and/or related certification(s) may substitute for up to two (2) years of the required experience.

Required License:

Possession of an appropriate California driver's license and a satisfactory driving record

LICENSE AND CERTIFICATION INCENTIVE PAY

Two (2) Qualifying Licenses and Certifications qualify for incentive pay:

- Class A Driver's License
- Qualified Applicator Certificate (QAC) or Qualified Applicator License (QAL) with Right-of-way, Aquatic Weeds, or Landscape Maintenance from the California Department of Pesticide Regulation.

Possession of 1 = Range 34
Possession of 2 = Range 36

PHYSICAL DEMANDS

Must possess mobility to work in the field and in a standard office setting and use standard office equipment, including a computer; strength, stamina, and mobility to perform heavy physical work, operate heavy equipment, operate varied hand and power tools; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves fieldwork requiring frequent walking in operational areas to perform work and to identify problems or hazards. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification frequently bend, stoop, kneel, crouch reach and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push, and pull heavy materials and objects up to 50 pounds.

ENVIRONMENTAL ELEMENTS

Employees partially work in an office environment with moderate noise levels, controlled temperature conditions and no direct exposure to potentially hazardous physical substances. Employees mostly work in the field and are exposed to loud noise levels, dust, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Occurrence of poison oak, ticks, bees/wasps, snakes, and other possible hazards is prevalent in routine work environment. Employees may interact with upset staff and/or public and private representatives, and contractors in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

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

Established:

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: February 8, 2024

SUBJECT: Solano Project Contract Renewals

RECOMMENDATIONS:


- 1. Receive staff update on final Contract form and comments received.
- 2. Adopt Resolution 2024-02, ratifying execution of final Water Service Agreement between the United States and Solano County Water Agency.

FINANCIAL IMPACT:

Existing costs will not change, as this is a renewal of the water service contract that has 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 (SCWA). SCWA receives water deliveries through the Solano Project pursuant to a 25-year water service contract with the Bureau of Reclamation (Contract No. 14-06-200-4090), which was originally executed in 1955 and last renewed in 1999. Section 452 of the Solano County Water Agency Act (Water Code Appendix, Chapter 64) expressly authorizes SCWA to enter into contracts of this sort.

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 February 8, 2024, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

SCWA is responsible for negotiating and executing renewals of the Water Service Contract. The conditions for renewal of Contract 14-06-200-4090 are set by Article 2 of that agreement. In turn, the SCWA Participating Agencies contract with SCWA for a share of the water deliveries from the Solano Project. Section 2 of the Participating Agency contract provides that those agreements shall “remain in effect until the end of the term of the Master Contract; provided, that in the event that the Agency, at its option, extends or renews the Master Contract, then the Participating Agency, at its option, may extend or renew this contract subject to the terms of the Master Contract”.

At the January Board meeting, SCWA received comments from member agency City of Vallejo related to the proposed Water Service Contract. After considering these comments and other oral comments offered at the meeting, the SCWA Board adopted Resolution 2024-01, authorizing staff to execute a water service agreement substantially similar to that sent out for public notice by the Bureau, and presented to the Board in January.

On **February 2, 2024**, SCWA received a final copy of the Water Service Contract for execution. This execution copy corrects certain typographical errors in the prior draft but does not alter the substantive terms of the contract. In the interest of providing full transparency to the Board and its members, staff has requested that this final version again be presented to the Board for review and approval prior to execution.

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

Section 34 of the agreement requires that SCWA obtain a validation judgment confirming its authority to execute the contract. Following ratification by the Board in February, SCWA will commence that process.

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 2024-02

A RESOLUTION OF THE SOLANO COUNTY WATER AGENCY RATIFYING THE EXECUTION
OF A CONTRACT BETWEEN THE UNITED STATES AND SOLANO COUNTY WATER AGENCY
PROVIDING FOR WATER SERVICE

WHEREAS, the Solano County Water Agency (“Agency”) is a special district formed and organized under Water Code Appendix Chapter 64 (“Solano County Water District Act” or “Agency Act”).

WHEREAS, the Agency is authorized under section 409 of the Act to acquire water rights, water, facilities and other property for the purposes authorized in the Act; and authorized under Section 452 of the Act to enter into contracts with the United States Bureau of Reclamation pursuant to the Federal Reclamation Act of 1902.

WHEREAS, Section 62 of the Agency Act provides that the legal title to all property acquired under that Act “shall immediately and by operation of law vest in the Agency, and shall be held by the Agency, in trust for, and is hereby dedicated and set apart to, the uses and purposes set forth in this Act.”

WHEREAS, consistent with those statutory authorizations, the Agency and the United States Bureau of Reclamation (“United States”) entered into a 1955 “Contract Between the United States and Solano County Water Agency Providing for Water Service” (Contract No. 14-06-200-4090), which was subsequently renewed as Contract No. 14-06-200-4090R (hereinafter “Master Contract”).

WHEREAS, the Master Contract requires the United States to furnish Project Water to the Agency, to be subsequently delivered to various Participating Agencies of the Agency for the period March 1, 1999, through February 29, 2024.

WHEREAS, Article 2 of the Master Contract provides that it may be renewed upon request by the Agency, pursuant to the Act of July 2, 1956 (70 Stat. 483), and the Act of 7 June 21, 1963 (77 Stat. 68).

WHEREAS, the Agency provides deliveries to each Participating Agency pursuant to the terms of a Participating Agency Agreement, which provides that it shall:

[S]hall remain in effect until the end of the term of the Master Contract; provided, that in the event that the Agency, at its option, extends or renews the Master Contract, then the Participating Agency, at its option, may extend or renew this contract, subject to the terms of the Master Contract as so extended or renewed and subject to such rates for water service as shall then be established by the Agency.

WHEREAS, the Agency has timely initiated the renewal process, and has negotiated a final form of renewal of the Master Contract with the United States, in the form of Contract No. 14-06-200-4090R-1 (“Renewal Agreement”), attached hereto as Exhibit A.

WHEREAS, on January 11, 2024, the Agency’s Board of Directors authorized the execution of a renewal agreement substantially the same form as that presented to the Board of Directors and making finding regarding the renewal of that agreement under CEQA.

WHEREAS, the United States circulated Contract No. 14-06-200-4090R-1 for a public comment period, which concluded on January 15, 2024.

WHEREAS, staff has determined that the terms of Contract No. 14-06-200-4090R-1 presented to the Agency following the comment period are substantially the same as those presented to the Board of Directors on January 11, 2024.

WHEREAS, Contract No. 14-06-200-4090R-1 involves 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, the ownership of the water rights, or the uses to which such supplies will be put.

WHEREAS, the Agency has reviewed the terms and conditions of the Contract No. 14-06-200-4090R-1 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. Contract No. 14-06-200-4090R-1, presented to the Board, on file with the Secretary, and circulated for public comment by the United States is hereby approved. The Agency’s officers are authorized to execute that agreement in substantially the same form as that attached hereto in Exhibit A.
- 3. Following execution of Contract No. 14-06-200-4090R-1, the Agency’s officers are authorized to execute renewals to the Participating Agency Agreements on substantially the same terms as those existing agreements, and consistent with the terms of Exhibit A.
- 4. Following execution of Contract No. 14-06-200-4090R-1, and consistent with Article 34 of that agreement, staff are directed to promptly file an action in a court of competent jurisdiction in the State of California, confirming the proceedings on the part of the Agency for the authorization of the execution of the agreement.
- 5. 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 Contract
- 6. 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 8th day of February 2024, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

EXHIBIT A

WATER SERVICE AGREEMENT

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 Categorical Exclusion Checklist (CCAO-CEC-2337).

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 14 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

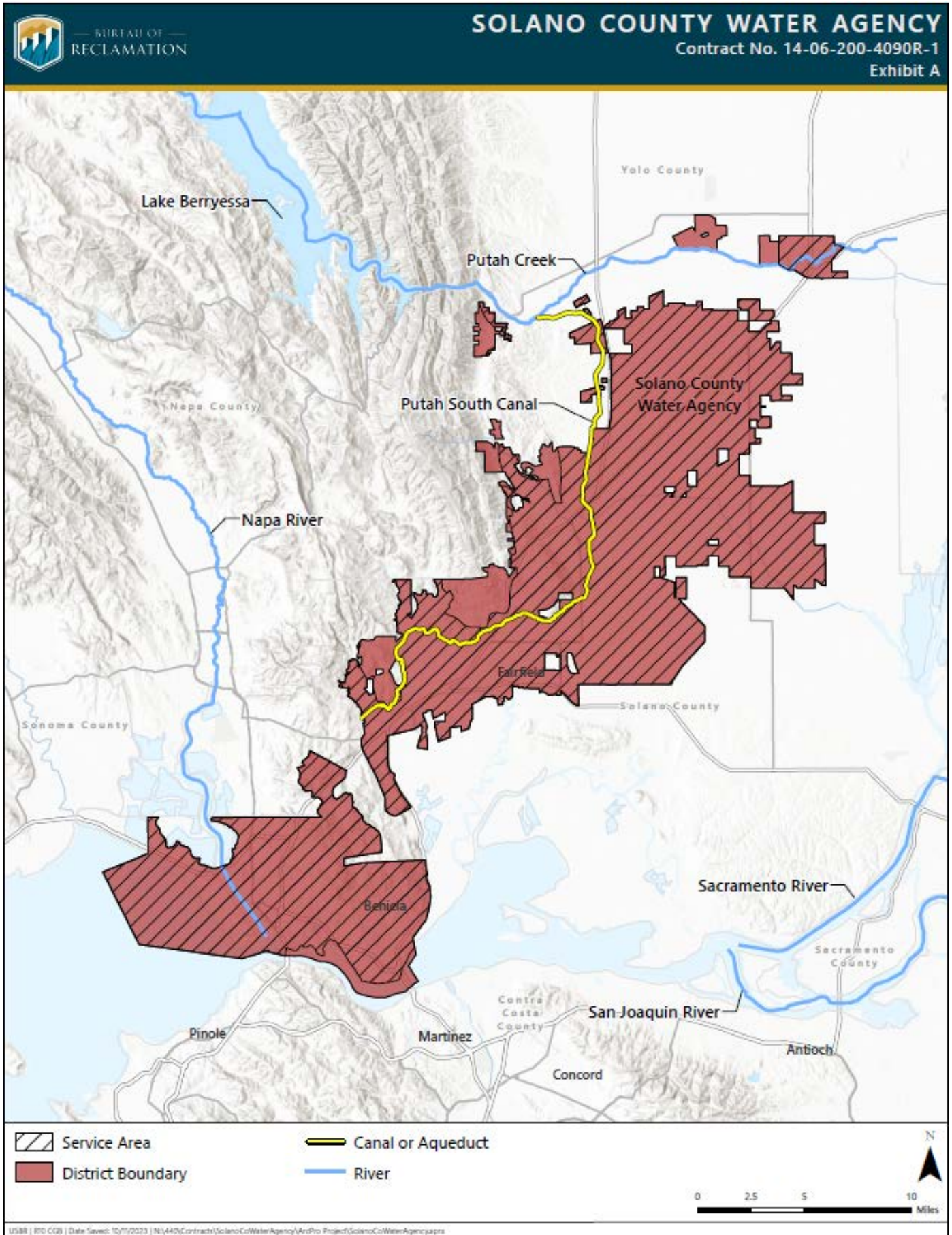
724 By: _____

725 Title: _____

726 Attest:

727 By: _____
728 Secretary

EXHIBIT A



LEGISLATIVE UPDATES



MEMORANDUM

February 2, 2024

TO: Chris Lee, General Manager
Solano County Water Agency

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

SUBJECT: Legislative Report

Bill Introduction

Friday, February 16 is the last days for bills to be introduced. Bills have slowly been trickling in and we expect more to come in as we get closer to the deadline. Our firm is currently tracking introduced bills and reviewing them for impacts to the Agency. We are planning on having a bill packet for the Board's consideration in late February.

2 Year Bills:

January 31 was the last day for 2-year bills still in their house of origin to move to their sister house in order to remain viable. Of the 2-year bills currently being tracked by the Agency, only the following two were affected by this deadline:

- SB 361, by Senator Dodd, relating to stream gages. The bill seeks to make several changes intended to improve the state's stream gage network, including to require the Department of Water Resources (DWR) and the State Water Resources Control Board (SWRCB) to reactivate, upgrade, and install new stream gages and to implement recommendations from the California Stream Gaging Prioritization Plan 2022 (Plan). The bill died early last year in the Senate Appropriations Committee's Suspense file. SCWA had a support position on this bill.
- SB 23, by Senator Caballero, relating to water supply and flood risk reduction projects. The bill would streamline the regulatory permitting of water supply and flood risk reduction project permitting decisions by the Department of Fish and Wildlife and the State Water Board or regional boards. The bill died early last year in the Senate Appropriations Committee's Suspense file. SCWA had a support position on this bill.

Healthy Rivers and Landscapes Proposal (Voluntary Agreements)

Our firm worked together with the State Water Contractors and Northern California Water Association to circulate and request legislators sign onto a letter expressing support and encouraging the State Water Board to approve the adoption of the Healthy Rivers and Landscapes proposals as the best alternative for meeting the objectives for the Delta Plan update and to fulfill the State Water Board's obligation to reasonably balance the multitude of factors and considerations when updating the Delta Plan.

Initially, the deadline for gathering signatures was Friday, January 19; which was then extended to Tuesday, January 23 and subsequently to Friday, January 26, to allow for more time for legislators to be briefed by their staffers and approve the letter for signature.

We are pleased to report that all SCWA legislators signed onto the letter, with Assembly Member Aguiar-Curry taking the lead having the letter be on her letterhead and her legislative director assisting in putting the signatures together.

The following offices signed-on to the letter:

- Assembly Member Aguiar-Curry (Author)
- Assembly Member Lori Wilson
- Assembly Member James Gallagher
- Assembly Member Blanca Rubio
- Assembly Member Greg Wallis
- Assembly Member Juan Carrillo
- Assembly Member Joe Patterson
- Assembly Member Chris Holden
- Senator Bill Dodd
- Senator Anthony Portantino
- Senator Scott Wilk
- Senator Brian Dahle
- Senator Roger Niello
- Senator Bob Archuleta

Meetings:

At the request of SCWA, our firm has reached out to representatives of the Sacramento Area Flood Control Agency (SAFCA) to schedule a meeting to discuss the Yolo Bypass Cache Slough and matters of common interest.

Our firm has also been in contact with Department of Water Resources (DWR) staff to continue discussing regarding state budgeting for the Los Rios Check Dam Fish Bypass Projects.

Newsom Launches Salmon Strategy

On January 30, Governor Newsom announced [a series of actions and efforts](#) to restore California's salmon population. The Administration's plan for restoring Salmon, contained in the [California Salmon Strategy for a Hotter, Drier Future: Restoring Aquatic Ecosystems in the Age of Climate Change](#), specifies six priorities and 71 actions to build healthier, thriving salmon populations in California.

The strategy's six priorities call for:

1. Removing barriers and modernizing infrastructure for salmon migration
2. Restoring habitat
3. Protecting water flows in key rivers at the right times
4. Modernizing hatcheries
5. Transforming technology and management systems
6. Strengthening partnerships

Actions in the strategy include:

- Adopting, by 2025, an updated Bay-Delta Water Quality Control Plan, which could include potential Voluntary Agreements to Support Healthy Rivers and Landscapes, to protect beneficial uses including the protection of salmon, steelhead, and other native aquatic species. (SWRCB).
- Ensure, by 2025, and thereafter, that groundwater sustainability agencies implement actions consistent with the Sustainable Groundwater Management Act that are directed at depletion of interconnected surface waters and poor river conditions in critical salmon habitats resulting from groundwater over pumping. (CDFW, SWRCB, DWR)
- By 2025, work with the Legislature and local entities to establish funding and begin implementing recommendations in the Stream Gaging Prioritization Plan 2022, developed pursuant to Senate Bill 19 of 2019. The goal of the plan is to create a network of new and revamped stream gauges to track surface water data on a real-time basis to improve knowledge, increase management efficiencies, and help salmon. (DWR, SWRCB, CDFW, CNRA)

A [fact sheet](#) summarizing the strategy has also been released.

Our firm is currently reviewing the released strategy and is hopeful the release of this document will encourage state agencies to engage in Lower Putah Creek Fish Recovery and Los Rios project.

WATER POLICY UPDATES

**NORTH BAY WATERSHED ASSOCIATION
REPORT TO SOLANO COUNTY WATER AGENCY
BOARD OF DIRECTORS
MEETING DATE: February 8, 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.

The first NBWA Board meeting of the year was an in-person gathering in Larkspur for new Board members to meet and everyone share information. There was no presentation, no business was conducted, and no decisions were made.

[The California Water Commission](#) consists of nine members appointed by the Governor and confirmed by the State Senate. Seven members are chosen for their expertise related to the control, storage, and beneficial use of water and two are chosen for their knowledge of the environment. The Commission supports policies that result in sustainable water management and a healthy environment statewide.

- **Public forum:** The Commission provides a public forum for the discussion of statewide water issues, promotes public discourse on the future of water management in California, and provides transparent access to information.
- **WSIP:** The Commission administers funding in the Water Storage Investment Program. The Commission made maximum conditional eligibility determinations for seven projects that would boost California's water storage capacity by 2.77 million acre-feet.
- **White papers:** The Commission formulates policy papers on actions assigned to them in the Governor's Water Resilience Portfolio.
 - Resilient water conveyance projects that meet the needs of a changing climate.
 - Well-managed groundwater trading programs with appropriate safeguards for vulnerable water users.
 - Strategies to protect communities and fish and wildlife in the event of drought lasting at least six years.
- **Advise DWR:** The Commission advises the Director of the Department of Water Resources (DWR) to ensure that decisions on key programs and activities are sound and sustainable by providing advice and recommendations.
- **Rules and regulations:** The Commission approves DWR rules and regulations, ensuring they are fair, clear, useful, and necessary.

- **State Water Project:** The Commission conducts an annual review of the construction and operation of the State Water Project. The Commission submits the annual review to the California State Legislature and the Director of DWR.
- **Eminent Domain:** The Commission ensures eminent domain proceedings initiated by DWR meet legal requirements with a Resolution of Necessity process that gives each affected person an opportunity to be heard.

January 17, 2024

[Water Commission presents statewide strategies for protecting communities, fish and wildlife during drought](#)

The **California Water Commission** approved a white paper that contains potential strategies to protect communities and fish and wildlife in the event of drought. The white paper is in support of [Water Resilience Portfolio](#) Action 26.3, and will be shared with the Secretaries for Natural Resources, Environmental Protection, and Food and Agriculture, who requested the Commission's engagement on this topic.

California is a drought-prone state. Climate change exacerbates drought conditions in California by creating hotter and drier baseline conditions, leading to more intense droughts. Additionally, climate change is creating the conditions for "weather whiplash" – a phenomenon California experienced in the 2022-2023 water year, swinging rapidly from severe drought to record-breaking precipitation events and flooding. To ensure California's people and environment have sufficient water during times of drought, the State will need to adapt to this new normal of ongoing weather extremes.

"California has experienced two of the worst droughts in our state's history in the last decade alone," said Natural Resources Secretary Wade Crowfoot. "While we've invested billions across the state to become more drought resilient in light of this new reality, there's more we need to do to prepare for the next drought, whenever it comes. These thoughtful recommendations by the Water Commission point the way forward and I'm eager to explore how these ideas can be applied in coming years."

The Commission's work on drought is forward-looking. The strategies proposed by the Commission integrate months of conversations with State agencies, experts, Tribes, water users, interest groups, interested parties, and the public. The Commission has taken the input it received and charted a through-line, developing four key strategies for augmenting California's communities' and fish and wildlife species' drought resilience.

1. Scale up groundwater recharge. During flood events, when all other water rights and environmental needs are met, channeling excess flows to groundwater recharge can build drought reserves. The State can help scale up groundwater recharge by planning and outreach and financial incentives, efficiently permitting recharge projects, supporting the infrastructure needed to conduct recharge, and continuing to apply lessons learned.

2. Conduct watershed-level planning to reduce drought impacts to ecosystems. To enable fish and wildlife to be more resilient to drought, the State must support fish and wildlife during drought and work to recover ecosystem function during non-drought periods, supporting viable populations that can weather the next drought period. The State can help reduce drought impacts to fish and wildlife by improving water availability for species, advancing habitat restoration and conservation projects, integrating forest management into drought planning, and creating a plan to protect species during drought emergencies.

3. Better position communities to prepare for and respond to drought emergencies. During drought, communities need resources to ensure that vulnerable community members are safe in times of crisis. In advance of drought, they need support to help abate future vulnerabilities to water scarcity by improving water systems and integrating water use into land use planning. The State can help communities prepare for and respond to drought by offering climate disaster funding, ramping up efforts to improve water system resilience and regional water solutions, and supporting integrated land and water planning.

4. Support improved coordination, information, and communication in drought and non-drought years. In California, droughts need to be dealt with as a chronic phenomenon and not an occasional emergency. The State needs to continue to align its staff capacity, improve its data collection, and contextualize its drought communication, moving from a crisis mindset to recognizing drought as a natural and inevitable element of the state's hydrologic cycle. "Groundwater recharge to replenish our aquifers is a key water strategy for a hotter, drier future," said California Department of Food and Agriculture Secretary Karen Ross. "It provides important ecosystem benefits, protects drinking water wells, and supports climate-resilient agriculture for healthy food production and thriving rural communities." The strategies and actions outlined in this paper are additive to the important work already underway by State agencies. The Commission expects State decision-makers to weigh whether and when to move forward with these suggested strategies. "Drought impacts all of California's water users, but some – small, rural communities and fish and wildlife – are particularly vulnerable," said Commissioner Sandra Matsumoto. "The strategies proposed by the Commission will help the State protect these vulnerable water users in the event of drought. To move forward, water sectors, users, and managers must work together to minimize the impacts of drought on all Californians." The final white paper can be viewed [here](#).