

SOLANO COUNTY WATER AGENCY



BOARD OF DIRECTORS:

Chair:

Supervisor Skip Thomson
Solano County District 5

Vice Chair:

Mayor Ron Kott
City of Rio Vista

Mayor Elizabeth Patterson
City of Benicia

Mayor Thom Bogue
City of Dixon

Mayor Harry Price
City of Fairfield

Director Ryan Mahoney
Maine Prairie Water
District

Director Dale Crossley
Reclamation District No.
2068

Mayor Ron Kott
City of Rio Vista

Supervisor Erin Hannigan
Solano County District 1

Supervisor Monica Brown
Solano County District 2

Supervisor Jim Spering
Solano County District 3

Supervisor John Vasquez
Solano County District 4

Director John D. Kluge
Solano Irrigation District

Mayor Lori Wilson
City of Suisun City

Mayor Ron Rowlett
City of Vacaville

Mayor Bob Sampayan
City of Vallejo

GENERAL MANAGER:

Roland Sanford
Solano County Water
Agency

BOARD OF DIRECTORS MEETING

DATE: Thursday, September 12, 2019

TIME: 6:30 P.M.

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

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **APPROVAL OF AGENDA**

4. **PUBLIC COMMENT**

Limited to 5 minutes for any one item not scheduled on the Agenda.

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

(A) **Minutes:** Approval of the Minutes of the Board of Directors meeting of August 8, 2019.

(B) **Expenditure Approvals:** Approval of the August 2019 checking account register.

(C) **Lake Berryessa Mussel Prevention Program Grant:** Adopt Resolution 2019-06 authorizing General Manager or designee to file grant application and execute grant agreements and any other documents necessary to secure Safeguarding the West from Invasive Species Grant funds for Lake Berryessa Mussel Prevention Program.

(D) **Sale of Surplus Property:** Approve Resolution 2019-07 authorizing sale of surplus equipment no longer needed or useful for ongoing and anticipated Lower Putah Creek restoration activities.



- (E) BayQWEL Training Program: Authorize General Manager to execute \$220,000 contract with the California Water Efficiency Partnership (CalWEP) on behalf of ten agencies (Solano County Water Agency, Alameda County Water District, Bay Area Water Supply & Conservation Agency, Contra Costa Water District, City of Napa, East Bay Municipal Water District, Santa Clara Valley Water District, San Francisco Public Utilities Commission, Sonoma Water, Zone 7 Water Agency) for implementation of 2-year Regional Bay Area Qualified Water Efficient Landscaper (BayQWEL) Training Program.

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

RECOMMENDATION: For information only.

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

RECOMMENDATION: For information only.

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

RECOMMENDATION: For information only.

9. **CURRENT NORTH BAY AQUEDUCT WATER TRANSFER POLICY** *(estimated time: 15 minutes)*

RECOMMENDATION: For information only.

10. **PUTAH CREEK RAINBOW TROUT GENETICS STUDY** *(estimated time: 15 minutes)*

RECOMMENDATION:

1. Authorize General Manager to execute 3-year contract with UC Santa Cruz for the Putah Creek Rainbow Trout Genetics Study – total cost not to exceed \$125,844.

11. **GENERAL MANAGER'S EMPLOYMENT AGREEMENT** *(estimated time: 10 minutes)*

RECOMMENDATION:

1. Authorize Chairman to execute agreement with Roland Sanford for continued employment as General Manager – four year term.

12. **LEGISLATIVE UPDATES** *(estimated time: 5 minutes)*

RECOMMENDATION:

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

13. **WATER POLICY UPDATES** *(estimated time: 5 minutes)*

RECOMMENDATION:

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 Supervisor Thomson on activities of the Delta Counties Coalition, Delta Protection Commission.
4. Hear report from Supervisor Thomson on activities of the Delta Conservancy.

14. TIME AND PLACE OF NEXT MEETING

Thursday, October 10, 2019 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 www.scwa2.com.

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.

SEP.2019.bod.agnda

CONSENT ITEMS

**SOLANO COUNTY WATER AGENCY
BOARD OF DIRECTORS MEETING MINUTES
MEETING DATE: August 8, 2019**

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

Councilmember Steve Young, City of Benicia
Vice-Mayor Scott Pederson, City of Dixon
Mayor Harry Price, City of Fairfield
Mayor Ronald Kott, City of Rio Vista
Mayor Lori Wilson, City of Suisun City
Mayor Ron Rowlett, City of Vacaville
Mayor Bob Sampayan, City of Vallejo
Supervisor Erin Hannigan, Solano County District 1
Supervisor Monica Brown, Solano County District 2
Supervisor John Vasquez, Solano County District 4
Supervisor Skip Thomson, Solano County District 5
Director Dale Crossley, Reclamation District No. 2068
Director John Kluge, Solano Irrigation District

CALL TO ORDER

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

APPROVAL OF AGENDA

On a motion by Supervisor Vasquez and a second by Mayor Rowlett the Board unanimously approved the agenda.

PUBLIC COMMENT

There were no comments from the public.

CONSENT ITEMS

On a motion by Mayor Price and a second by Supervisor Vasquez the Board unanimously approved the following consent items:

- (A) Minutes
- (B) Expenditure Approvals
- (C) Purchase of Roll-out Bucket for John Deere 624K Wheeled Loader
- (D) Appropriations Limit for Fiscal Year 2019-2020

BOARD MEMBER REPORTS

There we no Board Member reports.

GENERAL MANAGER'S REPORT

In addition to the written report, General Manager Roland Sanford briefly discussed the status of the ongoing Dixon drainage study and noted that a Request for Proposals for the Phase II portion of the study will be advertised by the end of August, with the expectation that a contractor will be selected and under contract by November.

SOLANO WATER ADVISORY COMMISSION

There was no written or verbal report.

**CREATION OF WATER RESOURCES TECHNICIAN I/II AND SENIOR WATER RESOURCES
TECHNICIAN POSITIONS**

General Manager Roland Sanford noted that he had nothing to add to what was already presented in the written agenda summary. There were no questions or comments by Board members, on a motion by Mayor

Wilson and a second by Mayor Price the Board unanimously approved the creation of Water Resources I/II and Senior Water Resources Technician positions.

LEGISLATIVE UPDATES

Mayor Kott reported that the Agency's legislative advocate contract has expired and that the Committee will be interviewing legislative advocate candidates in the near future, with the expectation that a recommended candidate and contract will be forwarded to the full Board in October or November.

The Committee reviewed U.S SB 1932, the Drought Resiliency and Water Supply Infrastructure Act, and recommend the Water Agency support US Senate Bill 1932 if amended to exclude funding for Cal Water Fix (now known as the Delta Conveyance Project). On a motion by Supervisor Vasquez and a second by Supervisor Hannigan the Board unanimously approved supporting U.S. SB 1932 if amended.

WATER POLICY UPDATES

1. Staff had nothing to report on emerging Delta and Water Policy issues.
2. The Water Policy Committee met late last month and will continue work on developing a water exchange policy for possible Board adoption later this year. The Committee is meeting next on August 26.
3. Supervisor Thomson stated that there were no updates for either the Delta County Coalition or the Delta Protection Committee.
4. There was no report on the activities of the Delta Conservancy.

CLOSED SESSION-GENERAL MANAGER'S PERFORMANCE EVALUATION AND POSSIBLE CONTRACT EXTENSION

The Board moved into closed session at 6:37 pm to conduct the General Manager's performance evaluation, the Board moved out of closed session at 7:06 pm, during closed session the Board and General Manager Roland Sanford agreed to extend the General Manager's current employment contract, which expires August 24, 2019, an additional 31 days to allow both parties sufficient time to negotiate a four-year employment contract that would extend into 2023.

TIME AND PLACE OF NEXT MEETING

Thursday, September 12, 2019 at 6:30 p.m., at the SCWA offices in Vacaville.

ADJOURNMENT

This meeting of the Solano County Water Agency Board of Directors was adjourned at 7:07 p.m.

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

**ACTION OF
SOLANO COUNTY WATER AGENCY**

DATE: September 12, 2019
SUBJECT: Expenditures Approval

RECOMMENDATIONS:


Approve expenditures from the Water Agency checking accounts for August 2019.

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 August, 2019. Additional backup information is available upon request.

Recommended: 
Roland Sanford, General Manager

☐

Approved as
recommended

☐

Other
(see below)

☐

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next page

Modification to Recommendation and/or other actions:

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on September 12, 2019 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

SOLANO COUNTY WATER AGENCY
Cash Disbursements Journal
For the Period From Aug 1, 2019 to Aug 31, 2019

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
8/6/19	33646	2020SC 1020SC	Invoice: 04/01/19-6/30/19 ACWA JOINT POWERS INSURANCE AUTHORIT	4,800.07	4,800.07
8/6/19	33647	2020SC 1020SC	Invoice: 112 AVRY DOTAN DBA AD CONSULTANTS	14,400.00	14,400.00
8/6/19	33648	2020SC 1020SC	Invoice: 3091172 AMERICAN TOWER CORPORATION	625.45	625.45
8/6/19	33649	2020SC 1020SC	Invoice: 1979845 THE REINALT-THOMAS CORP	128.34	128.34
8/6/19	33650	2020SC 1020SC	Invoice: 15061 ASHBY COMMUNICATIONS, INC.	408.97	408.97
8/6/19	33651	2020SC 2020SC 2020SC 1020SC	Invoice: BA6381 Invoice: BA6383 Invoice: BA6384 BLANKINSHIP & ASSOCIATES, INC.	665.00 665.00 670.00	2,000.00
8/6/19	33652	2020SC 1020SC	Invoice: 37244 BRERETON ARCHITECTS	2,065.04	2,065.04
8/6/19	33653	2020N 1020SC	Invoice: 17-1032-2-3 CBEC	10,746.25	10,746.25
8/6/19	33654	2020SC 2020SC 1020SC	Invoice: 17948 Invoice: 17947 CENTRAL VALLEY EQUIPMENT REPAIR	178.50 877.01	1,055.51
8/6/19	33655	2020SC 1020SC	Invoice: 1353751 COUNTY OF YOLO	31.88	31.88
8/6/19	33656	2020SC 1020SC	Invoice: 6409389 TIAA BANK	1,354.75	1,354.75
8/6/19	33657	2020SC 1020SC	Invoice: 4824 EYASCO, INC.	49,310.51	49,310.51
8/6/19	33658	2020SC 1020SC	Invoice: 22950 HILLEBY INTERNATIONAL, INC.	799.79	799.79
8/6/19	33658V	2020SC 1020SC	Invoice: 22950 HILLEBY INTERNATIONAL, INC.	799.79	799.79
8/6/19	33659	2020SC 1020SC	Invoice: SCW 2019-01 HIUGA DIVING CO.	2,500.00	2,500.00
8/6/19	33660	2020N 2020N 2020N 1020SC	Invoice: 1093940 Invoice: 2021398 Invoice: 4510477 HOME DEPOT CREDIT SERVICE	7.55 306.42 479.40	793.37
8/6/19	33661	2020SC 1020SC	Invoice: CP220-12.31.17 INTERNAL REVENUE SERVICE	167.62	167.62
8/6/19	33662	2020SC 1020SC	Invoice: 48242 IRRIGATION SUPPLY COMPANY	473.49	473.49
8/6/19	33663	2020N 1020SC	Invoice: 0819-1 JEFFREY J JANIK	800.00	800.00
8/6/19	33664	2020SC 1020SC	Invoice: 0111812 DARYL SISCO	390.00	390.00
8/6/19	33665	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC	Invoice: 042147 Invoice: 041767 Invoice: 279653 Invoice: 279803 Invoice: 280066 Invoice: 280125	25.94 51.84 4.28 68.60 209.11 58.43	

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		2020SC	Invoice: 280300	5.44	
		2020SC	Invoice: 043303	29.16	
		2020SC	Invoice: 043307	16.20	
		2020SC	Invoice: 044207	149.97	
		2020SC	Invoice: 044281	38.88	
		2020SC	Invoice: 280764	8.56	
		2020SC	Invoice: 280718	78.26	
		2020SC	Invoice: 044460	161.05	
		2020SC	Invoice: 281236	40.93	
		2020SC	Invoice: 281221	19.64	
		2020SC	Invoice: 281315	31.08	
		1020SC	PACIFIC ACE HARDWARE		997.37
8/6/19	33665V	2020SC	Invoice: 042147		25.94
		2020SC	Invoice: 041767		51.84
		2020SC	Invoice: 279653		4.28
		2020SC	Invoice: 279803		68.60
		2020SC	Invoice: 280066		209.11
		2020SC	Invoice: 280125		58.43
		2020SC	Invoice: 280300		5.44
		2020SC	Invoice: 043303		29.16
		2020SC	Invoice: 043307		16.20
		2020SC	Invoice: 044207		149.97
		2020SC	Invoice: 044281		38.88
		2020SC	Invoice: 280764		8.56
		2020SC	Invoice: 280718		78.26
		2020SC	Invoice: 044460		161.05
		2020SC	Invoice: 281236		40.93
		2020SC	Invoice: 281221		19.64
		2020SC	Invoice: 281315		31.08
		1020SC	PACIFIC ACE HARDWARE	997.37	
8/6/19	33666	2020SC	Invoice: 839604	42.86	
		2020SC	Invoice: 839600	118.58	
		2020SC	Invoice: 839865	161.64	
		2020SC	Invoice: 840037	32.84	
		2020SC	Invoice: 839995	299.92	
		2020SC	Invoice: 840689	37.08	
		2020SC	Invoice: 841421	222.27	
		2020SC	Invoice: 841437	61.20	
		2020SC	Invoice: 841405	188.85	
		2020SC	Invoice: 841943	95.52	
		2020SC	Invoice: 842139	45.81	
		2020SC	Invoice: 842227	17.56	
		2020SC	Invoice: 842792	24.74	
		1020SC	PISANIS AUTO PARTS		1,348.87
8/6/19	33667	2020U	Invoice: 6309	8,985.00	
		1020SC	RESOURCE MANAGEMENT ASSOCIATES		8,985.00
8/6/19	33668	2020SC	Invoice: 07311943	3,033.75	
		1020SC	SHANDAM CONSULTING		3,033.75
8/6/19	33669	2020U	Invoice: JUL 2019	1,513.06	
		1020SC	SOLANO COUNTY FLEET MANAGEMENT		1,513.06
8/6/19	33670	2020SC	Invoice: 135129	202.83	
		2020SC	Invoice: 135127	464.39	
		1020SC	STERLING MAY EQUIPMENT CO.		667.22
8/6/19	33671	2020SC	Invoice: 03	10,375.00	
		1020SC	MICHAEL MELANSON		10,375.00
8/6/19	33672	2020SC	Invoice: 61121	94.98	
		2020SC	Invoice: 61120	52.66	
		2020SC	Invoice: 61274	20.67	
		2020SC	Invoice: 61273	234.50	
		2020SC	Invoice: 61291	286.57	
		2020SC	Invoice: 61391	83.76	
		2020SC	Invoice: 61463	16.60	
		2020SC	Invoice: 61500	36.06	
		1020SC	SUISUN VALLEY FRUIT GROWERS AS		825.80

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8/6/19	33673	2020SC 1020SC	Invoice: 201908-13573 TERRA REALTY ADVISORS, INC.	3,183.00	3,183.00
8/6/19	33674	2020SC 1020SC	Invoice: BAWMRP #27 THINKING GREEN CONSULTANTS	2,125.00	2,125.00
8/6/19	33675	2020SC 1020SC	Invoice: 16 TRPA FISH BIOLOGISTS	800.00	800.00
8/6/19	33676	2020SC 1020SC	Invoice: TANYA BOHANON TANYA BOHANON	504.00	504.00
8/6/19	33677	2020SC 1020SC	Invoice: MARY MICHELLE DICKEY MARY MICHELLE DICKEY	352.00	352.00
8/6/19	33678	2020SC 1020SC	Invoice: SEAN EHLY SEAN EHLY	1,000.00	1,000.00
8/6/19	33679	2020SC 1020SC	Invoice: 10001 ZUN ZUN	15,000.00	15,000.00
8/6/19	33680	2020SC 1020SC	Invoice: 22950 HILLEBY INTERNATIONAL, INC.	756.36	756.36
8/6/19	33681	2020SC 1020SC	Invoice: 042147 Invoice: 041767 Invoice: 279653 Invoice: 279803 Invoice: 280066 Invoice: 280125 Invoice: 043303 Invoice: 280300 Invoice: 043307 Invoice: 044207 Invoice: 280764 Invoice: 044281 Invoice: 280718 Invoice: 044460 Invoice: 281236 Invoice: 281221 Invoice: 281315 PACIFIC ACE HARDWARE	25.94 51.84 4.28 68.60 209.11 58.43 29.16 5.44 16.20 149.97 8.56 38.88 78.26 161.05 40.93 19.64 31.08	997.37
8/6/19	33681V	2020SC 1020SC	Invoice: 042147 Invoice: 041767 Invoice: 279653 Invoice: 279803 Invoice: 280066 Invoice: 280125 Invoice: 043303 Invoice: 280300 Invoice: 043307 Invoice: 044207 Invoice: 280764 Invoice: 044281 Invoice: 280718 Invoice: 044460 Invoice: 281236 Invoice: 281221 Invoice: 281315 PACIFIC ACE HARDWARE	25.94 51.84 4.28 68.60 209.11 58.43 29.16 5.44 16.20 149.97 8.56 38.88 78.26 161.05 40.93 19.64 31.08 997.37	
8/15/19	33682	2020SC 1020SC	Invoice: 43518 AARON'S AUTOMOTIVE	654.62	654.62
8/15/19	33683	2020SC 1020SC	Invoice: 0623495 ACWA JOINT POWERS INSURANCE AUTHORITY	1,764.66	1,764.66
8/15/19	33684	2020SC 1020SC	Invoice: 407220-1 ALPHA MEDIA FAR EAST BAY	3,500.00	3,500.00
8/15/19	33685	2020SC 2020SC 1020SC	Invoice: BA6393 Invoice: BA6394 BLANKINSHIP & ASSOCIATES, ---	373.75 587.50	961.25

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		1020SC	REGIONAL GOVERNMENT SERVICES		1,690.90
8/15/19	33703	2020SC 1020SC	Invoice: SCW19-20 RICHARD HEATH & ASSOCIATES, INC.	3,000.00	3,000.00
8/15/19	33703V	2020SC 1020SC	Invoice: SCW19-20 RICHARD HEATH & ASSOCIATES, INC.	3,000.00	3,000.00
8/15/19	33704	2020SC 1020SC	Invoice: FCAC JUN 2019 TERRY RIDDLE	14.33	14.33
8/15/19	33704V	2020SC 1020SC	Invoice: FCAC JUN 2019 TERRY RIDDLE	14.33	14.33
8/15/19	33705	2020SC 1020SC	Invoice: AUG 2019 BOD MTG RON ROWLETT	100.00	100.00
8/15/19	33706	2020SC 2020SC 1020SC	Invoice: 001193 Invoice: 001360 SAM'S CLUB	34.64 201.24	235.88
8/15/19	33707	2020SC 1020SC	Invoice: SVT6312 SIERRA VALLEY TRADERS LLC	7,577.50	7,577.50
8/15/19	33708	2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 0008038 Invoice: 0008039 Invoice: 0008048 Invoice: 0008049 SOLANO IRRIGATION DISTRICT	50,879.68 159,636.20 9,603.64 354.44	220,473.96
8/15/19	33709	2020SC 1020SC	Invoice: FF37900 SOLANO SIGNS	2,289.40	2,289.40
8/15/19	33710	2020SC 1020SC	Invoice: AUG 2019 EXEC MTG JAMES SPERING	100.00	100.00
8/15/19	33711	2020SC 1020SC	Invoice: 2019-8-SCWA SUSTAINABLE SOLANO	6,675.53	6,675.53
8/15/19	33712	2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 3055546 Invoice: 12184829 Invoice: 12184833 Invoice: 12110851 Invoice: 12111070 THE TREMONT GROUP, INC.	49.40 211.40 3.45 104.12 263.14	631.51
8/15/19	33713	2020SC 1020SC	Invoice: HENRIQUE BAGULHO HENRIQUE BAGULHO	1,000.00	1,000.00
8/15/19	33714	2020SC 1020SC	Invoice: ROBERT BENAVIDES ROBERT BENAVIDES	1,000.00	1,000.00
8/15/19	33715	2020SC 1020SC	Invoice: AUG 2019 BOD MTG JOHN VASQUEZ	100.00	100.00
8/15/19	33716	2020SC 1020SC	Invoice: 9834937522 VERIZON WIRELESS	2,526.62	2,526.62
8/15/19	33717	2020SC 1020SC	Invoice: 15149 WINTERS BROADBAND	595.00	595.00
8/15/19	33718	2020SC 1020SC	Invoice: 794922 YELLOW SPRINGS INSTRUMENT CO.	793.18	793.18
8/15/19	33719	2020SC 2020SC 1020SC	Invoice: SW051901 Invoice: 7194 WINTERS AGGREGATE, LLC	160.36 2,023.35	2,183.71
8/15/19	33720	2020SC 2020SC 1020SC	Invoice: SCW19-20 Invoice: WCP-69 RICHARD HEATH & ASSOCIATES, INC.	3,000.00 3,377.00	6,377.00

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8/15/19	33721	2020SC	Invoice: 3179	250.00	
		2020SC	Invoice: 3290	880.00	
		2020SC	Invoice: 3337	120.00	
		1020SC	J.T. MARTIN		1,250.00
8/28/19	33722	2020SC	Invoice: 43247	192.99	
		2020SC	Invoice: 43556	431.54	
		1020SC	AARON'S AUTOMOTIVE		624.53
8/28/19	33723	2020SC	Invoice: 2750A	3,281.25	
		2020SC	Invoice: 2750B	4,999.20	
		1020SC	AG INNOVATIONS		8,280.45
8/28/19	33724	2020SC	Invoice: 10699	114.68	
		1020SC	ALL SPORTS EMBROIDERY		114.68
8/28/19	33725	2020SC	Invoice: 19-509	2,120.00	
		1020SC	BARTEL ASSOCIATES		2,120.00
8/28/19	33726	2020SC	Invoice: JUN 2019 FCAC	29.99	
		1020SC	BEN LYONS		29.99
8/28/19	33727	2020SC	Invoice: 000013484374	164.69	
		2020SC	Invoice: 000013484329	264.52	
		1020SC	CALNET3		429.21
8/28/19	33728	2020SC	Invoice: JUN 2019 FCAC	33.12	
		1020SC	RONALD CAMPBELL		33.12
8/28/19	33729	2020SC	Invoice: 3613	3,650.00	
		1020SC	CA CENTRAL VALLEY FLOOD CONTROL ASSOCIA		3,650.00
8/28/19	33730	2020SC	Invoice: 5014607218	156.48	
		1020SC	CINTAS CORPORATION		156.48
8/28/19	33731	2020SC	Invoice: 1367300	40.00	
		1020SC	COUNTY OF YOLO		40.00
8/28/19	33732	2020SC	Invoice: 4823570-0007	5,923.77	
		1020SC	CRESO EQUIPMENT RENTAL		5,923.77
8/28/19	33733	2020SC	Invoice: 20-024-V JUL 2019	83,796.00	
		2020SC	Invoice: 19-026-T SEP 2019	574,598.00	
		2020SC	Invoice: 19-024-O SEP 2019	66.00	
		1020SC	DEPARTMENT OF WATER RESOURCES		658,460.00
8/28/19	33734	2020SC	Invoice: 4828	13,989.46	
		1020SC	EYASCO, INC.		13,989.46
8/28/19	33735	2020N	Invoice: 6-708-90776	102.05	
		1020SC	FEDEX EXPRESS		102.05
8/28/19	33736	2020SC	Invoice: 22645-05	9,003.75	
		1020SC	THE FRESHWATER TRUST		9,003.75
8/28/19	33737	2020SC	Invoice: 183245	1,221.00	
		1020SC	FRONTIER ENERGY		1,221.00
8/28/19	33738	2020SC	Invoice: 125809	3,410.00	
		2020SC	Invoice: 125808	6,852.25	
		1020SC	GHD, INC.		10,262.25
8/28/19	33739	2020SC	Invoice: 93431	606.90	
		2020SC	Invoice: 93432	4,492.59	
		2020SC	Invoice: 93433	155.04	
		1020SC	HERUM \ CRABTREE \ SUNTAG		5,254.53
8/28/19	33740	2020SC	Invoice: CL31717	1,621.04	
		1020SC	INTERSTATE OIL COMPANY		1,621.04
8/28/19	33741	2020SC	Invoice: FCAC JUN 2019	33.12	
		1020SC	CHARLES KARNOPP		33.12

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

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SOLANO COUNTY WATER AGENCY
Cash Disbursements Journal
For the Period From Aug 1, 2019 to Aug 31, 2019

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

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		2020SC	Invoice: 35321	352.00	
		2020SC	Invoice: 35322	704.00	
		2020SC	Invoice: 35323	684.00	
		2020SC	Invoice: 35324	1,473.00	
		1020SC	SOUTHWEST ENVIRONMENTAL		22,231.00
8/28/19	33753	2020SC	Invoice: 006492990046 SEP2019	1,926.79	
		1020SC	STANDARD INSURANCE COMPANY		1,926.79
8/28/19	33754	2020SC	Invoice: 2323659211	123.28	
		2020SC	Invoice: 2326759391	172.98	
		2020SC	Invoice: 2329720211	203.65	
		2020SC	Invoice: 2330429291	96.27	
		2020SC	Invoice: 2330853151	13.61	
		2020SC	Invoice: 2331869751	64.41	
		2020SC	Invoice: 2335332451	95.94	
		2020SC	Invoice: 2335468381	43.23	
		2020SC	Invoice: 2339465471	156.74	
		1020SC	STAPLES		970.11
8/28/19	33755	2020SC	Invoice: 22372	13,416.80	
		1020SC	SUMMERS ENGINEERING, INC.		13,416.80
8/28/19	33756	2020SC	Invoice: PAUL DEMERS	672.00	
		1020SC	PAUL DEMERS		672.00
8/28/19	33757	2020SC	Invoice: NICOLE GEIDEMAN	1,000.00	
		1020SC	NICOLE GEIDEMAN		1,000.00
8/28/19	33758	2020SC	Invoice: RUDY HOLTHUIS	450.00	
		1020SC	RUDY HOLTHUIS		450.00
8/28/19	33759	2020SC	Invoice: MARY SHILTS TAYLOR	996.00	
		1020SC	MARY SHILTS TAYLOR		996.00
8/28/19	33760	2020SC	Invoice: 9835470490	254.54	
		1020SC	VERIZON WIRELESS		254.54
8/28/19	33761	2020SC	Invoice: 1183	3,500.00	
		1020SC	WILSON PUBLIC AFFAIRS		3,500.00
8/28/19	33762	2020SC	Invoice: 40163010	20,660.92	
		2020SC	Invoice: 40278013	290.65	
		2020SC	Invoice: 40278012	8,789.60	
		1020SC	NUTRIEN AG SOLUTIONS		29,741.17
8/28/19	33763	2020SC	Invoice: FCAC JUN 2019	39.33	
		1020SC	TERRY RIDDLE		39.33
8/28/19	33764	2020SC	Invoice: EXP REIM JULY2019	84.82	
		1020SC	SHERRY GAMBOA		84.82
8/28/19	33765	2020SC	Invoice: 7001708018	277.00	
		1020SC	AMERICAN WATER WORKS ASSOCIATION		277.00
8/28/19	33766	2020SC	Invoice: 8000-3328-4629	1,145.24	
		2020SC	Invoice: 21934306	1,145.24	
		2020SC	Invoice: 8000+3440-4244	1,145.24	
		1020SC	EAN SERVICES, LLC		3,435.72
8/28/19	33767	2020SC	Invoice: CINV-037022	163.20	
		1020SC	GFS CHEMICALS, INC.		163.20
8/28/19	33768	2020SC	Invoice: 11602347	134.75	
		1020SC	HACH COMPANY		134.75
8/28/19	33769	2020SC	Invoice: INVE0199542	535.53	
		1020SC	VERIZON CONNECT		535.53
8/23/19	5000022	2020SC	Invoice: FSA AUGUST 2019	431.67	
		1020SC	PATE, THOMAS		431.67
8/26/19	ACH 8.26.19	2020SC	Invoice: 1005415390	2,322.95	
		1020SC	SAGE SOFTWARE, INC.		2,322.95

SOLANO COUNTY WATER AGENCY
Cash Disbursements Journal
For the Period From Aug 1, 2019 to Aug 31, 2019

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
8/25/19	ASHLEY JUL 2019	2020SC 1020SC	Invoice: ASHLEY JUL 2019 UMPQUA BANK	477.07	477.07
8/25/19	BARICH JUL 2019	2020SC 1020SC	Invoice: BARICH JUL 2019 UMPQUA BANK	137.94	137.94
8/25/19	COLIAS JUL 2019	2020SC 1020SC	Invoice: COLIAS JUL 2019 UMPQUA BANK	483.90	483.90
8/25/19	CUETARA JUL 2019	2020SC 1020SC	Invoice: CUETARA JUL 2019 UMPQUA BANK	217.53	217.53
8/5/19	EFT	2020SC 1020SC	Invoice: SIP PPE 07.27.19 CALPERS	4,743.17	4,743.17
8/5/19	EFT	2020SC 1020SC	Invoice: PEPR 07.27.19 CALPERS	3,133.01	3,133.01
8/5/19	EFT	2020SC 1020SC	Invoice: PPE 07.27.19 CALPERS	9,244.86	9,244.86
8/9/19	EFT	2020SC 1020SC	Invoice: AUGUST 2019 HEALTH CALPERS	23,445.08	23,445.08
8/16/19	EFT	6012AC 2024AC 1020SC	EMPLOYER LIABILITIES PPE 08.10.19 EMPLOYEE LIABILITIES PPE 08.10.19 PAYROLL TAXES	3,369.22 19,536.90	22,906.12
8/16/19	EFT	2020SC 1020SC	Invoice: 2019081301 PAYCHEX, INC.	276.80	276.80
8/16/19	EFT	2020SC 1020SC	Invoice: 20266354 PAYCHEX, INC.	526.10	526.10
8/16/19	EFT	2020SC 1020SC	Invoice: SIP PPE 08.10.19 CALPERS	4,743.17	4,743.17
8/16/19	EFT	2020SC 1020SC	Invoice: PEPR PPE 08.10.19 CALPERS	3,086.22	3,086.22
8/16/19	EFT	2020SC 1020SC	Invoice: PPE 08.10.19 CALPERS	9,707.27	9,707.27
8/29/19	EFT	2020SC 1020SC	Invoice: 60746271 WEX BANK	72.65	72.65
8/30/19	EFT	2020SC 1020SC	Invoice: 8/8/19-8/27/19 WEX BANK	2,050.61	2,050.61
8/28/19	EFT 08.24.19	6012AC 2024AC 1020SC	EMPLOYER LIABILITIES PPE 08.24.19 EMPLOYEE LIABILITIES PPE 08.24.19 PAYROLL TAXES	3,225.89 19,449.62	22,675.51
8/30/19	EFT 08.30.19	2020SC 1020SC	Invoice: SIP PPE 08.24.19 CALPERS	4,743.17	4,743.17
8/30/19	EFT 08.30.19	2020SC 1020SC	Invoice: PPE 08.24.19 CALPERS	9,708.20	9,708.20
8/30/19	EFT 08.30.19	2020SC 1020SC	Invoice: PEPR PPE 08.24.19 CALPERS	3,120.46	3,120.46
8/5/19	EFT 8.02.19	2020SC 1020SC	Invoice: 2019073101 PAYCHEX, INC.	258.80	258.80
8/25/19	FEHRENKAMP JUL 2019	2020SC 1020SC	Invoice: FEHRENKAMP JUL 2019 UMPQUA BANK	685.23	685.23
8/25/19	FOWLER JUL 2019	2020SC 1020SC	Invoice: FOWLER JUL 2019 UMPQUA BANK	700.00	700.00

SOLANO COUNTY WATER AGENCY
Cash Disbursements Journal
For the Period From Aug 1, 2019 to Aug 31, 2019

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
8/25/19	HERR JUL 2019	2020SC 1020SC	Invoice: HERR JUL 2019 UMPQUA BANK	194.23	194.23
8/25/19	HYER JUL 2019	2020N 1020SC	Invoice: HYER JUL 2019 UMPQUA BANK	311.11	311.11
8/25/19	JONES JUL 2019	2020N 1020SC	Invoice: JONES JUL 2019 UMPQUA BANK	863.45	863.45
8/25/19	LEE JUL 2019	2020SC 1020SC	Invoice: LEE JUL 2019 UMPQUA BANK	207.98	207.98
8/25/19	MAROVICH JUL 2019	2020SC 1020SC	Invoice: MAROVICH JUL 2019 UMPQUA BANK	707.87	707.87
8/25/19	NGUYEN JUL 2019	2020N 1020SC	Invoice: NGUYEN JUL 2019 UMPQUA BANK	355.39	355.39
8/25/19	PASCUAL JUL 2019	2020SC 1020SC	Invoice: PASCUAL JUL 2019 UMPQUA BANK	1,286.81	1,286.81
8/25/19	RABIDOUX JUL 2019	2020SC 1020SC	Invoice: RABIDOUX JUL 2019 UMPQUA BANK	358.73	358.73
8/25/19	SANFORD JUL 2019	2020SC 1020SC	Invoice: SANFORD JUL 2019 UMPQUA BANK	43.00	43.00
8/25/19	SNYDER JUL 2019	2020SC 1020SC	Invoice: SNYDER JUL 2019 UMPQUA BANK	938.17	938.17
Total				1,503,320.05	1,503,320.05

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: September 12, 2019

SUBJECT: Lake Berryessa Mussel Prevention Program Grant

RECOMMENDATIONS:

Adopt Resolution 2019-06 authorizing General Manager or designee to file grant application and execute grant agreement(s) and any other documents necessary to secure Safeguarding the West from Invasive Species Grant from the United States Bureau of Reclamation, for the purposes of implementing and/or expanding Quagga and/or Zebra mussel infestation prevention programs at Lake Berryessa.

FINANCIAL IMPACT:

Possibility of obtaining up to \$412,625 in grant funds.

BACKGROUND:

Since 2008 the Water Agency, in cooperation with the Lake Berryessa Watershed Partnership, has implemented various programs to prevent Quagga and/or Zebra mussel infestations at Lake Berryessa. Lake Berryessa, by virtue of its water quality and the fact that it is a popular destination for boaters and other recreational enthusiasts is highly susceptible to Quagga and/or Zebra mussel infestations. Both Quagga and Zebra mussels are extremely prolific and as a result, capable of causing significant ecological and water infrastructure damage. Accordingly, the prevention of mussel infestations at Lake Berryessa is one of the Water Agency's priority projects – annual expenditures on the order of \$400,000 per year.

In January 2019 the Solano County Water Agency was tentatively selected by United States Bureau of Reclamation staff to receive a 3-year Safeguarding the West from Invasive Species grant. If awarded, the grant would provide \$412,625 to fund existing and additional mussel infestation prevention activities – staff and intern labor, an additional boat wash station, educational signage, literature, and general public outreach - at Lake Berryessa, through April 2022. In order to secure the award, the Water Agency must complete a formal grant application and supporting documents that are favorably received by the United States Bureau of Reclamation management.

Recommended: 
Roland Sanford, General Manager

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

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on September 12, 2019 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

RESOLUTION NUMBER 2019-06

**A RESOLUTION OF THE SOLANO COUNTY WATER AGENCY AUTHORIZING
APPLICATION FOR AND RECEIPT OF SAFEGUARDING THE WEST FROM
INVASIVE SPECIES GRANT FUNDS FROM THE UNITED STATES BUREAU OF
RECLAMATION**

WHEREAS, the Solano Project, whose primary components include Lake Berryessa, Monticello Dam, the Putah Diversion Dam, and Putah South Canal is owned by the United States Bureau of Reclamation and is the primary water supply for Solano County; and

WHEREAS, the Solano County Water Agency operates the Solano Project on behalf of the United States Bureau of Reclamation; and

WHEREAS, Lake Berryessa is a popular destination for boaters and other recreation enthusiasts; and

WHEREAS, Lake Berryessa, by virtue of its water quality and the fact that it is a popular destination for boaters and other recreation enthusiasts is highly susceptible to Quagga and/or Zebra mussel infestations; and

WHEREAS, the Solano County Water Agency desires to obtain grant funds through the United States Bureau of Reclamation's Safeguarding the West from Invasive Species Grant Program for the purposes of implementing existing and/or expanding Quagga and/or Zebra mussel infestation prevention programs at Lake Berryessa.

NOW THEREFORE, BE IT RESOLVED that the Solano County Water Agency's General Manager or designee is authorized and directed to prepare all necessary data, conduct investigations, file applications, execute grant agreements and any other documents necessary to fulfill the contractual requirements associated with any Safeguarding the West from Invasive Species Grant obtained from the United States Bureau of Reclamation.

I, ROLAND SANFORD, General Manager and Secretary to the Board of Directors of the Solano County Water Agency, do hereby certify that the foregoing resolution was regularly introduced, passed and adopted by said Board of Directors, at a regular meeting thereof held on the twelfth day of September 2019, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: September 12, 2019

SUBJECT: Sale of surplus property

RECOMMENDATION:

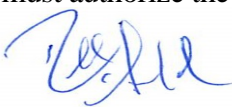
Approve Resolution 2019-07 authorizing sale of surplus equipment no longer needed or useful for ongoing and anticipated Lower Putah Creek restoration activities.

FINANCIAL IMPACT: Estimated revenue: unknown

BACKGROUND:

Government Code Section 37350 authorizes local governments to dispose of real and personal property when it is in the common good. The law does not state how the disposal of surplus property is to take place, leaving it to the local jurisdiction to make that determination. Among the methods most commonly used by local governments in California include sales at auctions by public or sealed bids, conducted either by the local government or under contract with a private auction firm, trade-ins, or sale as scrap metal. Increasingly, the use of private on-line sale agencies or sales on eBay is becoming a common practice. The Water Agency does not have any specific policies regarding the sale or disposal of surplus equipment and therefore all such sales or disposal of surplus property are conducted in accordance with Government Code Section 3750.

The Water Agency owns a number of items that were purchased through the federal government surplus sales program for various stream restoration projects along Lower Putah Creek and tributary streams. Staff has determined that the items listed in Table 1 (see page 2) are no longer needed or useful for ongoing and anticipated Lower Putah Creek restoration activities, or any other activities of the Water Agency, and is recommending they be sold or scraped, with the proceeds set aside for future equipment purchases. Pursuant to Government Code Section 37350, the Board must authorize the sale or disposal of surplus equipment by resolution (see attached).

Recommended: 
Roland Sanford, General Manager

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

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on September 12, 2019 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

TABLE 1

Item	Description	Quantity
#1	20,000 Gallon Pillow Tanks no serial number	2
#2	Truck Tractor M915A4 V.I.N. 1FUJCBPA42PH58925	1
#3	1981 30 ton tilt trailer SERIAL #1CD2L3727BA00109	1
#4	Dura Tech Tub Grinder Serial # 18-2-GI-0496	1
#5	Argo Amphibious Vehicle Serial # NKB9955	1
#6	KHD DEUTZ Trailer Pump Motor # 7456360	1
#7	Green Centrifugal Pump Serial #76451-002	1

RESOLUTION NUMBER 2019-07

Resolution of the Solano County Water Agency
Authorizing Sale of Surplus Property

WHEREAS, State law, under Government Code Section 37350, authorizes local governments to dispose of real and personal property when it is in the common good; and

WHEREAS, The Water Agency owns certain equipment that was purchased for various stream restoration projects along Lower Putah Creek and tributary streams; and

WHEREAS, The Water Agency has determined that the items listed in Exhibit 1, hereto attached, are no longer needed or useful for ongoing and anticipated Lower Putah Creek restoration activities, or any other activities of the Water Agency.

NOW THEREFORE BE IT RESOLVED that the General Manager is authorized to sell the items listed in Exhibit 1, attached hereto, in conformance with Government Code Section 37350 of State law.

Approved and adopted the 12th day of September, 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the SOLANO COUNTY WATER AGENCY:

Ayes:

Noes:

Abstain:

Absent:

Skip Thomson, Chairman

ATTEST:

Roland Sanford,
General Manager and Secretary to
Solano County Water Agency

Exhibit 1 of Resolution 2019-07

Surplus items proposed for sale pursuant to Resolution 2019-07

<u>Item</u>	<u>Description</u>	<u>Quantity</u>
#1	20,000 Gallon Pillow Tanks no serial number	2
#2	Truck Tractor M915A4 V.I.N. 1FUJCBPA42PH58925	1
#3	1981 30 ton tilt trailer SERIAL #1CD2L3727BA00109	1
#4	Dura Tech Tub Grinder Serial # 18-2-GI-0496	1
#5	Argo Amphibious Vehicle Serial # NKB9955	1
#6	KHD DEUTZ Trailer Pump Motor # 7456360	1
#7	Green Centrifugal Pump Serial #76451-002	1

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: September 12, 2019

SUBJECT: Regional Bay Area Qualified Water Efficient Landscaper (BayQWEL) Training Program


RECOMMENDATION:
Authorize General Manager to execute \$220,000 contract with the California Water Efficiency Partnership (CalWEP) on behalf of ten agencies (Solano County Water Agency, Alameda County Water District, Bay Area Water Supply & Conservation Agency, Contra Costa Water District, City of Napa, East Bay Municipal Water District, Santa Clara Valley Water District, San Francisco Public Utilities Commission, Sonoma Water, Zone 7 Water Agency) for implementation of 2-year Regional Bay Area Qualified Water Efficient Landscaper (BayQWEL) Training Program.

FINANCIAL IMPACT:
Total contract amount of \$220,000 over two year, all but \$16,000 is reimbursable

BACKGROUND:
The Water Agency, in cooperation with nine other Bay Area water purveyors is proposing to sponsor the Regional Bay Area Qualified Water Efficient Landscaper (BayQWEL) Training Program. The BayQWEL training program is intended to be an affordable training and certification program that provides local landscape professionals, designers, architects and others with 20 hours of classroom and hands-on training on the principles of proper plant selection, irrigation system design, landscape maintenance, irrigation controller programming and operation, and irrigation system troubleshooting. Upon successful completion of the training, local landscape professionals will be listed as a **Certified Professional** by [WaterSense](#).

The BayQWEL program will benefit Solano and the surrounding Bay Area counties by increasing landscape professionals’ awareness of and compliance with local water-use restrictions, and by reducing long-term landscape water use – which in this instance is the primary objective of the participating Bay Area water purveyors. The program benefits those that become WaterSense Certified Professionals by providing a recognized – and marketable - WaterSense certification.

The Water Agency will host at least two of the BayQWEL training courses and contract with CalWEP on behalf of the participating water purveyors. Sub agreements between the Water Agency and each of the participating water purveyors are in place to ensure reimbursement of expenses associated with courses taught outside of Solano County. The Water Agency has collaborated with the Bay Area water purveyors on several regional water conservation programs over the last several years, most recently with the administration and implementation of the Bay Area Proposition 84 Integrated Regional Water Management Grant awarded to the region in 2014.

Recommended: 
Roland Sanford, General Manager

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

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on September 12, 2019 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

Name of Project: **Bay Area Regional QWEL Landscaper Training Program**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective September 12, 2019**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **California Water Efficiency Partnership (CalWEP)**, hereinafter referred to as "Contractor."

The Agency requires services for **administration of the Bay Area Regional QWEL Landscaper Training Program**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$ 220,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Upon submission of an invoice by the Contractor, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month, **however in no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.** Every invoice shall specify hours worked for each task identified in Exhibit A undertaken.

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

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and June 30, 2021 as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

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

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

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

6. **INDEMNIFY AND HOLD HARMLESS**

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

7. **INSURANCE**

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

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

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

autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

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

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

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

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

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

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

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

Verification of Coverage – Consultant shall furnish the Solano County Water Agency with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Solano County Water Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Solano County Water Agency

reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

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

9. **COMPLIANCE WITH LAW**

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

10. **RECORD RETENTION**

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

11. **OWNERSHIP OF DOCUMENTS**

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

12. **SUBCONTRACT AND ASSIGNMENT**

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

WSA Marketing
1345 Encinitas Blvd., #240
Encinitas, CA 92024

Design & Effect
948 Fremont Way
Sacramento, CA 95818

13. **NONRENEWAL**

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

14. **NOTICE**

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

AGENCY

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

CONTRACTOR

Sarah Foley, Executive Director
CalWEP
716 10th Street, Suite 210
Sacramento, CA 95814

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

Solano County Water Agency
a Public Agency

By: _____
Roland Sanford
General Manager

By: _____
Sarah Foley
Executive Director

FOR SCWA USE ONLY

Contract Period: _____ to _____

File Number: _____

Account Manager: _____

G/L Account #: _____

Job Cost #: _____

Contract Type: _____

masters/agt4.frm

revised 11/6/18

EXHIBIT A

SCOPE OF SERVICES

REGIONAL BAY AREA QUALIFIED WATER EFFICIENT LANDSCAPER (BayQWEL) TRAINING PROGRAM

The BayQWEL Training Program is organized into class series taught by QWEL certified instructors. Classes will be provided to the following BayQWEL Participating Agencies (PAs): Solano County Water Agency (SCWA), Alameda County Water District, Bay Area Water Supply and Conservation Agency, City of Napa, Contra Costa Water District, East Bay Municipal Utility District, Santa Clara Valley Water District, San Francisco Public Utilities Commission, Sonoma Water and Zone 7 Water Agency.

Contractor shall provide turn-key implementation services and be responsible for all aspects of program administration, implementation and marketing. Contractor will ensure all applicable components of QWEL professional certificate training are compliant with the Sonoma-Marin Saving Water Partnership's QWEL Organization Policies and Procedures.

Contractor shall perform the following tasks:

1. Logistics
 - a. Venue selection and management of venue including set up and clean up
 - i. Work with each Participating Agency's (PA) Project Manager in their service area
 - ii. Venues shall be determined by service area distribution
 - iii. Venue is subject to PAs approval
 - iv. Low or no-cost venue sites will be given preference.
 - v. Venue preparation including delivery of refreshments and meals to the appropriate facility.
 - vi. No refreshments or meals shall be provided to Affiliate class series. An Affiliate class series is offered at a college, university, or institution where in-house facility serve as the class instructor, and may or may not include a host venue.
 - b. Provide class resources including computer, projector and the materials listed below in sufficient number to accommodate the class size:
 - i. Catch can kit with a minimum of 24 cans, including gauges for spray and rotors, and measuring wheel or tape
 - ii. Soil probes
 - iii. Irrigation valves to disassemble
 - iv. Irrigation controller panels powered by 9V batteries
 - v. Jar sedimentation soil tests
 - vi. Samples to pass around:
 1. Water meters
 2. Different types of irrigation valves
 3. Spray bodies
 4. Drip equipment

- 5. Controller sensors
- 6. Smart controllers
- c. Provide printed materials, which shall, at a minimum, include the QWEL reference manual. PAs' other educational materials may also be distributed to participants.
- d. Instructor recruitment
 - i. Secure QWEL instructors as needed per QWEL Policies and Procedures.
 - ii. Recruit and assign work to highly qualified instructors based on instructional needs.
- e. PA coordination and regional plan development
 - i. Identify each PA's goals, objectives, target market, and collaboration preferences.
 - ii. Develop a regional plan to establish program metrics, training schedule, and clarify reference manual choice (i.e. California or customized Bay Area version).
 - iii. Use survey and web conference meetings to optimize efficiency and outcomes.

2. Training Administration

- a. Contractor shall offer the first English QWEL class series no sooner than month three of the contract period to account for a 90-day mobilization period immediately following formal notice to proceed. Scheduling shall take into account seasonal blackout periods.
- b. Any request by a PA to host a class prior to the third month of the contract period will require additional coordination and will be considered an extended service subject to labor rates as indicated in Exhibit B Compensation Schedule.
- c. Maintain status as Professional Certifying Organization (PCO) for QWEL throughout the contract period.
- d. Manage enrollment for trainings with an approximate minimum of 20, and an approximate maximum of 40 participants per class, including managing a waitlist. PAs can override minimum and maximum after discussion with Contractor. Classes shall not exceed more than 60 participants. An additional per student fee shall apply for English classes with more than 40 participants and Spanish classes with more than 30 participants as specified in Exhibit B
- e. Compensation Schedule under Large Class Fees.
 - i. Qwel.net will be used to manage enrollment, participant results reporting, CEU tracking, and global e-mail communications.
- f. Host between 10 and 30 trainings throughout the PAs service areas during contract period
- g. Deliver two Train-the-Trainer class series. Additional Train-the-Trainer class series will be delivered as needed per discussion with the PAs as an Extended Services option at the labor rates indicated in Exhibit B Compensation Schedule.
- h. Delivery of QWEL curriculum through contracted instructors that have the following applicable language fluency, including technical language related to irrigation and water efficiency:
 - i. English
 - ii. Spanish

- i. Spanish classes shall be delivered following completion of the Spanish translation of the most recent QWEL curriculum. The anticipated completion date for Spanish translation is winter 2019.
 - j. Administer exams through appropriate proctors per QWEL Policies and Procedures.
 - k. Achieve an average QWEL certification rate of 70% -75% of participants per contract period.
 - i. For each QWEL class series that does not achieve an average 50% pass rate, and at the request of the PA, Contractor shall perform a post-class evaluation and document findings in a memo as an Extended Services option subject to rates as indicated in Exhibit B Compensation Schedule.
 - l. Facilitate the grading and delivery of QWEL certification by U.S. mail and electronically.
 - m. Utilize an online payment mechanism to collect participant fees to offset program costs, as applicable within PAs service area.
 - n. Send out post-training survey to graduates for feedback on material and instructor
 - o. Deliver survey results to applicable PAs.
- 3. Continuing Education Units ("CEU") Administration
 - a. Support and track graduate's CEUs. Notify students when QWEL certification will expire.
 - i. Include messaging in communications beginning spring 2019.
 - ii. CEU credits will be largely managed by the certified individuals through their qwel.net pro login accounts. Contractor shall send reminders about upcoming deadlines.
 - b. Administer graduate database through QWEL website including:
 - i. Posting upcoming QWEL classes
 - ii. Entering exam grades
 - iii. Updating graduate profiles
 - c. Achieve a recertification goal of 60% of graduates within contract period. QWEL certified professionals are required to submit two (2) hours of CEUs (continuing education units) each calendar year to maintain their certification.
 - d. Act as main point of contact for graduates about logging in, changing passwords, certification distribution, and any questions graduates may have.
- 4. Marketing and Outreach
 - a. Marketing for individual classes and regionally for all PAs.
 - b. Develop regional marketing plan with PA sub-plans.
 - i. Strategies to be included:
 - 1. email, outreach and related content development
 - 2. regional content development for PAs', trade allies' and PA's social media, websites and media releases.
 - 3. One (1) two-sided flyer per PA is included with three (3) revisions. Additional work beyond three revisions shall be billed at the applicable hourly rates per personnel classification as referenced in Exhibit B Compensation Schedule.

- ii. Paid advertising is not included in the cost proposal. However, it is an Extended Services option subject to Contractor labor rates and additional fees as referenced in Exhibit B Compensation Schedule.
- c. Employ marketing strategies identified in marketing plan.
- d. Contact information on marketing materials shall be Contractor.
- e. All marketing must be approved by PAs prior to release. To efficiently facilitate such approval, Contractor shall develop and implement a process that includes PA Project Manager or other designated representative.
- f. Contractor shall employ administrative and reporting tools meeting QWEL and WaterSense requirements.
- g. Prepare a variety of reports, as outlined below:

Report Type	Items to be included within Report
Semi-Annual Report (Results per class)	<ul style="list-style-type: none"> - Dates of completed class - Address of class venue - Language class was offered in - Number of attendees registered - Number of actual attendees - Number of exams completed - % of participants that passed exam - Dates of pending classes - List of organization each attendee is from - List of cities where each attendee works (if applicable) - Marketing strategies employed and anticipated - Survey results from participants
Prior to a class	<ul style="list-style-type: none"> - Number of participants registered - Number of participants on a waitlist (if applicable)
Final Report (due upon contract end)	<ul style="list-style-type: none"> - Summary narrative of all previous semi-annual reports - Concluding thoughts on the successes and challenges of administering the program
On-Request	Any metrics as listed above and forthcoming

EXHIBIT B

RATE OF COMPENSATION

PROJECT BUDGET

The budget for the two-year base contract term is **\$216,080**. A cost allocation is provided below in Table 1.

Table 1: Project Budget		
	Years 1 & 2	
	Units	Cost
QWEL Class Series (English/Spanish)	18	\$171,000
QWEL Class Series (Affiliate)	5	\$12,000
QWEL Train-the-Trainer	2	\$6,600
Materials	NA	\$26,480
Total:		\$216,080

In addition to the project budget, Contractor shall invoice Agency the dollar increase in insurance plan premium(s) necessary to provide coverage to all sub-contracted QWEL instructors requiring coverage, and that meets the insurance terms set within this Professional Service Agreement, in an amount not to exceed \$7,500 annually.

PROGRESS PAYMENTS

Agency shall make progress payments in year one of the contract as specified below. Contractor may invoice for progress payment(s) when the deliverables specified in Table 2 have been submitted to the Agency.

Table 2: Progress Payments				
Contract Year	Progress Payment #	Amount	Work Effort	Deliverable
Year 1	Progress Payment #1	\$10,000	PA Coordination (Exhibit A – SOW, Task 1.e)	Progress report
	Progress Payment #2	\$10,000	Marketing Plan (Exhibit A – SOW, Task 4.b)	Progress report
	Progress Payment #3	\$10,000	First - QWEL Class Series	Confirmation of venue and training date(s)

CLASS SERIES FEES

Each QWEL class series will be invoiced according to their respective “Unit Costs” provided in Table 3. Note that Contractor shall invoice the first ten (10) QWEL class series (English and Spanish only) at a reduced cost as listed under “Adjusted Unit Cost” in Table 3 to account for the \$30,000 of progress payments.

Contractor shall invoice 50 percent class series unit cost once the marketing effort has been initiated for that series. The remaining 50 percent of the unit cost shall be invoiced upon completion of the class series.

Class pricing includes refreshments and lunch costs for three (3) days per English and Spanish QWEL class series, and two (2) days per Train-the-Trainer QWEL Class Series..

Class pricing does *not* include printing costs associated with QWEL reference manuals or participant handouts. See Table 5 for materials costs.

Table 3: Class Series Fee Schedule		
QWEL Class	Unit Cost	Adjusted Unit Cost First 10 English or Spanish Class Series
English Class Series	\$9,500	\$6,500
Spanish Class Series	\$9,500	\$6,500
Affiliate Class Series	\$2,400	NA
Train-the-Trainer Class Series	\$3,300	NA

LARGE CLASS FEES

In the event a PA requests to host large QWEL class series, extra labor costs for class management and administration shall be invoiced per English and Spanish QWEL class series as indicated in Table 4.

The Additional Instructor Fee (\$875) and the Large Class Coordination Fee (\$200) will be invoiced based on the number of individuals **enrolled** in each QWEL class series.

The Participant Fee (\$100) is based on the total number of individuals attending the first day of the QWEL class series. For example, if 45 individuals are enrolled in an QWEL English class series, and 43 attend the first day of the class series followed by 41 attending the second day of the class series, the total invoiced Participant Fee will be \$300 (3 x \$100).

Table 4: Large Class Series Fee Schedule				
QWEL Class Series	Enrolled Participant Number	Participant Fee	Add'l Instructor Fee	Large Class Coordination Fee
English	1 – 40			
	41 – 45	\$100 per participant		
	46 - 60	\$185 per participant	\$875	\$200
Spanish	1 – 30			
	31 – 35	\$100 per participant		
	36 - 50	\$100 per participant	\$875	\$200

PRINTING/REPRODUCTION

Contractor will cause to produce all QWEL required reference manuals, irrigation audit forms, exams and exam reference materials for instructors, participants, and Contractor staff per the unit costs listed in Table 5.

Table 5: Materials Production Costs		
Material Description	Unit Cost	Quantity
QWEL Class Series (English/Spanish/ Affiliate) <ul style="list-style-type: none">▪ Manual▪ Audit, Exam, Exam References	\$20/participant ²	Enrollment
QWEL Train-the-Trainer Class Series (English/Spanish) <ul style="list-style-type: none">▪ Trainer Manual	\$160/participant	Enrollment + 2
QWEL Class Series (extra inventory) <ul style="list-style-type: none">▪ Manual▪ Audit, Exam, Exam References	\$20/participant ³	20

²Pricing assumes a \$16.80 per QWEL reference manual production cost based on Amazon on-demand printing options for the English manual. Unit costs shall be adjusted if production costs exceed \$16.80 over the course of the contract period following PA approval. Note that the Spanish QWEL reference manual is currently under development and production prices are to be determined. Contractor shall provide Agency with a unit cost for the Spanish reference manual once print versions become available.

³Prior to the first QWEL class series, contractor shall procure 20 QWEL reference manuals as extra inventory to accommodate walk-ins, lost manuals, etc. Per Agency approval, Contractor may resupply inventory if copies begin to run low.

Any additional printing requests made by the Agency, including but not limited to curriculum re-prints due to errors at no fault of the Contractor, and/or reference and marketing materials shall be invoiced in accordance with standard printing rates and sales tax at the time of printing.

ANNUAL FEE

Agency shall reimburse Contractor for payment of annual QWEL licensing fees. The licensing fee is based on the number of active certified professionals at the end of each calendar year, per Table 6. Over the course of the contract period Contractor shall pay three (3) licensing fees.

Table 6: QWEL Annual Fee	
Number of Certified Professionals as of December 31	Cost
0 to 100	\$500
101 to 500	\$1,000
501 to 1,000	\$1,500
1,001 to 2,500	\$2,500
2,501 to 5,000	\$5,000

EXTENDED SERVICES

Extended Services shall be negotiated based on the hourly rates provided in Table 7. Each extended service authorization shall detail the not-to-exceed amount for that task along with specific deliverables and due dates.

Extended services shall apply if a subset of PAs' formally join the contract after month two of the contract period, to account for additional labor required for PA coordination and marketing plan development on a rolling-basis. Contractor shall bill up to 32 additional labor hours per agency at the rates included in Table 6 for each participating agency to join the contract after month two of the contract period. Note that executive director hours shall not exceed 10% of the 32-hour maximum, and marketing director hours shall not exceed 50% of the 32-hour maximum, unless approved by the PA. No instructor hours will be invoiced as part of the 32 hours of additional labor.

Other Extended Services include but are not limited to:

- Customization of Section 1 of the QWEL Reference Manual, including time and materials for content development, design layout and productions costs;
- Performing post-class evaluations for QWEL class series that do not achieve a 50% pass rate;
- Development and fees related to paid advertising development and production of marketing materials beyond deliverables listed within the Contract Scope of Work and Exhibit B of this Agreement; and
- Other services as-needed and requested by the Agency.

Table 7: Contractor Rate Schedule			
Personnel Classification	Hourly Rate (2019)	Hourly Rate (2020)	Hourly Rate (2021)
Executive Director	\$80	\$82	\$85
Project Manager	\$49	\$51	\$52
Technical Support	\$38	\$39	\$40
Administrative Support	\$38	\$39	\$40
Marketing Director	\$125	\$129	\$133
Marketing Manager	\$72	\$74	\$76
Instructor	\$92	\$95	\$98
Graphic Designer	\$75	\$77	\$79

SOLANO COUNTY WATER AGENCY



MEMORANDUM

TO: Board of Directors

FROM: Roland Sanford, General Manager

DATE: September 5, 2019

SUBJECT: September General Manager's Report

Phase II Dixon Watershed Study

A Request for Proposals (RFP) to conduct the Phase II Dixon Watershed Study was released in August, consultant proposals must be received by the Water Agency no later than 5 pm on Thursday, September 12.

Weather Outlook for Water Year 2020

For what it's worth – a little better than a coin flip – long range forecasts by the National Weather Service suggest that the coming rainy season will be “average” to somewhat “below average” in our region. As of this writing Lake Berryessa is at 93 percent of capacity (1,437,759 acre-feet in storage), with the lake surface just six feet below the Glory Hole spillway. Based on the historic record, the lake is projected to spill even if 2020 is a dry year. Best guess: there is a 7 to 8 in 10 chance that Lake Berryessa will spill in 2020. No word on the status of the State Water Project supply, the Department of Water Resources typically doesn't release its first water supply forecast until December.

Proposed Board Workshop

Staff is proposing the Board schedule a workshop in November or December, in addition to the regularly scheduled Board meeting, to review and discuss the status of various topics and projects, such as the ongoing Bay Delta Voluntary Settlement Agreement process, the forthcoming Solano Habitat Conservation Plan, North Bay Aqueduct Alternate Intake Project, Solano Project capital improvements, and any other topics the Board would like to discuss. From staff's perspective, workshops, as opposed to the regularly scheduled monthly Board meetings, provide a better forum for presenting and discussing complicated issues.



Executive Committee Meetings to Discuss Employee Medical Benefits and Organizational Structure

The Board's Executive Committee and staff will be meeting later this month to discuss employee medical benefits, followed by a separate meeting to discuss the Water Agency's organizational structure. Meeting dates and times to be determined.

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

Construction Contract Change Orders (15% of original project costs or \$50,000, whichever is less) - none

Construction Contracts (\$45,000 and less) - none

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

Non-Professional Service Agreements (\$45,000 and less) –

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

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

NEWS ARTICLES

State banks trees at reforestation center

By Todd Hansen

September 5, 2019

Davis Enterprise

Brian Keeley has been studying wildlife behavior for much of his professional life, though it is human behavior that fascinates him the most these days.

Keeley is the stewardship program manager for the Putah Creek Council, and among his duties is coordinating the volunteer work at the Native Plant Nursery in Davis.

He said it is rewarding to have volunteers come in and start working at the nursery, and then watch the enjoyment they have in doing that work.

“One of the things I enjoy the most is watching the people coming out and working with the plants,” Keeley said.

The council, in conjunction with the Solano County Water Agency, has for more than a decade been growing native trees, plants and grasses at the nursery as part of its Putah Creek-Cache Creek Watershed restoration efforts.

The 40-acre site was formerly — and has become again — a conifer nursery for the state Department of Forestry and Fire Protection to restock non-industrial, publicly and privately owned fire-devastated forests throughout the state. The Lewis A. Moran Reforestation Center also is home to the state’s seed bank, which stores specific species of conifers from each of the climate zones, and at the various elevations within those zones.

The council uses about one-third of an acre for its operation.

The vision for the facility includes the Putah Creek nursery eventually helping the state to collect material and grow native trees and plants, other than conifers, needed for riparian environments also damaged by the fires, drought or for general restoration.

“It is something we are exploring. Putah Creek is doing that already ... so down the line, when Cal Fire is ready to take that step, we will (work) with Putah Creek for its assistance and expertise,” said Anthony Lukacic, the center manager for Cal Fire and a 27-year veteran as a forester for the agency.

Seeds from non-conifer trees, such as oaks, cannot be stored for extended periods of time.

“With an oak, you better go collect the acorn in September or October and have them planted by December,” said Stewart McMorrow, the chief of Forestry Assistance at Cal Fire.

For now, Keeley said, most of the cooperative work is the sharing of information, everything from tweaked irrigation systems to propagation techniques the Putah Creek nursery has refined as the state’s operation laid dormant.

Cal Fire operated thriving ‘tree farms’

The state's reforestation efforts date back to the early 1900s, with the Davis site established in 1921, but those early decades lacked the specific scientific knowledge to make the program a true success story.

As the years passed, foresters gained greater knowledge about how certain species had evolved for the very specific regions in which they grew, tightly connected to such factors as elevation, soil types, rainfall levels, how long the sun shined on a daily basis and much more.

In time, 82 climate zones were identified, and seeds from each of those areas were cataloged, prepped and put into cold storage for later reforestation back into those specific areas.

McMorrow said climate change has added a wrinkle to the reforestation grid. For example, some trees that a decade or so ago would have been planted at one elevation, are now planted at higher elevations where the conditions more closely match the areas from which the seeds were first collected.

Moreover, some of the seeds in the state bank are decades old, so their evolutionary memory is different from seeds that are collected today. Another concern is that the fires have not only devastated the forests as a whole, but have also reduced the number of trees from which viable seeds can be collected.

"That's our big fear right now, especially on our south-facing slopes," McMorrow said.

Part of the research is to learn where the seedlings have the best chance for survival, and that could be in zones that would have never been considered even in the near past. If those trees can be established for 15 to 20 years, then natural evolution will take over from there, McMorrow said.

It is a lesson learned, in part, by the success of Monterey pines and redwoods, which have flourished in New Zealand. In fact, they have outpaced the growth rates in their native coastal ranges of California.

"And we are looking at Mexico to farm out sugar pines and Ponderosa pine seedlings," McMorrow said.

Researchers at the University of California, Davis, are working to map out those new zones and develop a model to help predict and adjust to climate changes.

At its peak, Cal Fire grew 800,000 seedlings each year at the Davis nursery, which lost its funding in 2003 after an environmental challenge of timber operations at a state experimental forest near Fort Bragg.

"Magalia may have operated for a year or two after that, but they closed that down, too," said Rich Marovich, the streamkeeper for the Putah Creek Council and the Solano County Water Agency.

The Magalia operation grew as many as 1 million trees each year.

"When they closed the (Davis) nursery in 2003, I used to drive by and see this empty nursery and think, 'Wow, that is a tremendous facility,' " Marovich said.

He also thought it would be a great location for the Putah Creek operation.

"It took me a couple of years to get up the nerve to make the call," said Marovich, who admits he got some pushback from the seed bank operators who were already pressed for resources, but the idea took root in the upper management ranks at Cal Fire.

“In a small degree, we kept the state from selling the land because it was dormant . . . and it was (marketable) land,” Marovich said.

New funding, new start for Cal Fire

The creation of the Timber Regulation and Forest Restoration Fund, part of broader forest management legislation, gave new life to Cal Fire’s forest assistance programs – and specifically the once vital nursery operation.

Two years ago, with a \$4 million budget, the state agency began to tear down the old nursery site and build a new state-of-the art facility that will include a 9,200-square-foot greenhouse that will have the capability for different environmental conditions within the structure.

Last year, Cal Fire temporarily took over parts of the glass greenhouse and a smaller shade house that the Putah Creek Council has been using, so the state could grow about 10,000 conifer seedlings. It was the only year the council did not produce any of its own trees.

This year, the number is 30,000, Lukacic said. And next year, if all the new greenhouses are completed, the state is looking to ramp up the operation with a target of 100,000 trees.

In addition to the larger greenhouse, which will have the capacity to grow hardwood species as well, the state is constructing a 4,000-square-foot facility. All the support infrastructure is state-of-the-art, too.

“The budget floats around \$2 million,” McMorrow said.

The funds come from a 1 percent retail tax on all lumber and engineered-wood products.

“We are probably only going to grow about 300,000 trees each year . . . But we are going to have some specialty plantings, too,” McMorrow said.

The state official admits that there has been some controversy about its plans, which includes growing trees in anticipation of need, rather than on specific orders.

But McMorrow believes that the nursery’s operations represent only a “drop in the bucket” for what is actually needed to replace the number of trees lost to drought and fire.

Moreover, because of the damage caused by the fires, the focus is more on clearing away potential fuel for the next wildfire rather than on reforestation. McMorrow said after a big fire, what is left is generally wide swaths of brush that burn at a greater intensity than trees.

“Reforestation and restoration of our forests is a huge issue that is overwhelmed by fuel reduction,” McMorrow said.

Putah Creek operation is growing

In 2005, the Putah Creek Council went out and collected willow cuttings to plant in the flood plains. Then the rains came.

Marovich said willow trees can grow by simply stabbing the stick cuttings into the ground. But when the area flooded, the volunteers could not get out to plant the cuttings.

Then they started to sprout roots. So instead of losing the cuttings, they were placed in pots, and a makeshift greenhouse was built in the parking lot of the old Solano County Water Agency office in Elmira.

And with that, a nursery operation was born, and the first lessons in growing container plants were reaped.

However, 2006 was a 10-year high-water year in which the Glory Hole at Berryessa ran every day but one from Jan. 3 and into April. High winds eventually ended that parking lot operation.

“We never found it,” Marovich said of the greenhouse. “It may have landed in Kansas for all we know.”

The new site, while a big advantage over the old one, still had its challenges, including water quality that the trees and plants simply did not respond to at all, so a three-stage fertilizer system had to be developed to augment the irrigation. There were potting and other issues to overcome as well.

Those lessons have been passed on to Cal Fire to help with its restart.

Now the \$30,000 annual Putah Creek operation, which relies heavily on volunteers at all stages of the operation, produces dozens of native trees and plants, shrubs, grasses and the promising value of native sedges.

Marovich said one of the small, but most rewarding victories for him was when the operation finally was able to grow successfully the wild rose – now a staple in the restoration plans.

The council was not sure what was going to happen with its operation once the state indicated that it was going to restart its nursery program, but Marovich said Cal Fire has been supportive. Even had it been displaced, he said the added knowledge and experience would have translated to a new site.

In addition to the glass greenhouse, which dates back to the 1920s, the council will be building a second structure for its own expansion.

Marovich said the number of native species the operation produces has grown virtually every year, so the extra space is needed.

In addition to meeting its own Putah Creek restoration needs, the nursery has been able to provide trees and plants to the Solano and Yolo resource conservation districts as well as to the Cache Creek Conservancy. It also has supported Solano County’s parks.

Keeley said he looks forward to the next collaborative operation with Cal Fire.

“It’s in the early phases and we really want to be part of that,” Keeley said.

“When you grow a certain kind of species, they have special needs,” added Keeley, who said the Putah Creek nursery operation has logged that knowledge. “And what we will end up doing is going out and collecting material for the areas (the state) wants.”

ADVISORY COMMISSION UPDATES

Solano Water Advisory Commission
Meeting Minutes
July 24, 2019

Present: Roland Sanford, Chris Lee and Jeff Barich, SCWA; Felix Riesenberger, Fairfield; Curtis Paxton, Vacaville; Kyle Ochenduszkowski and Leo Larkin, Benicia; Mark Quady, Vallejo; Cary Keaten, SID; Taylon Sorter, FSSD; Misty Kaltreider, Solano County; Bryan Busch, RD 2068.

The meeting was called to order at 12:35 PM.

1. Approval of Minutes

The minutes of the June 26, 2019 meeting were approved.

2. SCWA General Manager's Report

a. Water Supply-Demand Analysis Working Group

None.

b. Ulatris Channels Working Group

None.

c. SCWA Board items

Items going to the SCWA Board next month include employee medical benefits, some employee job structuring for the Technician class, and the General Manager's performance review.

d. North Bay Aqueduct

SCWA is looking into the language in the SCWA-DWR NBA agreement specifically regarding "local projects" and what that means for water/infrastructure improvements. SCWA is actively involved in the contract extension, as a way to control future costs. Last month, DWR presented to all of the State Water Contractors some projections for future costs, prompting SCWA to look at the zone of benefits tax and revenues for the Project. There was lengthy discussion about the zone of benefits tax and how that ties into water exchanges/sales to outside agencies. Roland Sanford brought up that the SCWA Water Policy Committee is actively working on an exchange policy. There was discussion about keeping with the status quo, and looking internally at exchanges before looking outside of Solano County. The SCWA Board has voiced concern in the past about the optics of profiteering through water exchanges, and a reluctance to send Solano County water outside of the county. The Water Policy Committee is meeting next week, and this will be the main discussion item.

e. Solano Project

Within the next couple of months SCWA is planning on hosting a Solano HCP reminder workshop for the Solano County member agencies. As SCWA gets closer to a public draft of the HCP, SCWA wants all the member agencies to be on the same page and aware of what is being included in the HCP.

f. Bay Delta Planning Issues

The Voluntary Settlement Agreement negotiations are still ongoing. The modeling was not satisfactory for the Solano Project and other tributaries. SCWA is working on a modeling effort to more accurately reflect the Solano Project, Putah Creek, the habitat restoration, and everything that SCWA has to offer to the Delta on a planning perspective. SID requested some type of monthly update on this, to be more informed in updating the SID Board members.

g. Flood Management Issues

None.

h. Other Regional and State Issues

None.

i. Other Issues

Roland Sanford asked the Cities if they needed any data or assistance from SCWA in regard to the EPA's Risk and Resilience Assessments and Emergency Response Plans. The Cities all expressed that no water-related data from SCWA was necessary. Fairfield is close to a contract with West Yost to complete the report for them.

3. Groundwater Planning

Chris Lee shared with the group that the next step for SGMA is to classify the Solano Subbasin overall water budget. This effort is just underway and will be a lengthy process. The effort will be ongoing for a while, as this will be the basis for the overall management plan for sustainably managing the Solano Subbasin.

4. Solano County Report

None.

5. PSC/NBA Maintenance

None.

6. Legislative/Initiative/Court Decision Issues (Not Discussed Above)

SB 200 was signed by the Governor, and the Water Tax is dead for now, with the opportunity to be resurrected at a future time.

7. New Business

None.

8. Public Comments

None.

The next meeting will be August 28, 2019 at 12:30 PM. Felix Reisenberg will not be present at the next meeting. There was a brief discussion if there should be a Vice Chair appointed.

The meeting adjourned at 2:04 PM.

**ACTION OF
SOLANO COUNTY WATER AGENCY**

DATE: September 12, 2019

SUBJECT: Current North Bay Aqueduct Water Transfer Policy


RECOMMENDATIONS:

Hear report and provide direction to staff and the Water Policy Committee

FINANCIAL IMPACT: None

BACKGROUND:

In 2018 the Board directed the Water Policy Committee to develop one or more policies regarding water exchanges/transfers within and out-of-county. To date, the Committee's work has focused on water exchanges/transfers specific to the North Bay Aqueduct water supply, and it is anticipated that a recommended policy focused solely on North Bay Aqueduct (NBA) water exchanges/transfers will be available for Board consideration in January 2020.

Recommended: 
Roland Sanford, General Manager

☐

Approved as
recommended

☐

Other
(see below)

☒

Continued on
next page

Modification to Recommendation and/or other actions:

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on September 12, 2019 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

For years it has been the Water Agency's unwritten policy that any Solano Project or North Bay Aqueduct water deemed surplus to the needs of a given Solano Project or North Bay Aqueduct water user first be offered, under reasonable terms, to all other in-county Solano Project or North Bay Aqueduct water users, before being offered to out-of-county entities. The Committee has attempted to memorialize the current policy regarding North Bay Aqueduct water exchanges/transfers in the attached "Current Water Transfer Policy" document. The policy can be summarized as follows:

- Water deemed surplus to the needs of a given North Bay Aqueduct water user must first be offered under reasonable terms to all other Solano County North Bay Aqueduct water users, before being made available to out-of-county water users.
- Solano North Bay Aqueduct water users may exchange/transfer surplus water to out-of-county users at prevailing market price, but in no instance greater than the maximum market price set by the Department of Water Resources.

The Water Policy Committee is now poised to draft an update to the current policy regarding North Bay Aqueduct water exchanges/transfers, which as previously mentioned, is expected to be available for Board consideration in January, 2020. The purpose of this discussion is to receive any comments the Board may have regarding past policy – unwritten or otherwise – that may help facilitate formulation of the forthcoming policy update.



SOLANO COUNTY WATER AGENCY

CURRENT WATER TRANSFER POLICY

(08-26-19)

The priority of surplus water transfers is serving in-county needs before seeking out-of-county buyers. State Water Project (SWP) Table A water deemed to be available for a single year transfer by any Solano County Water Agency (SCWA) member agency must first be offered to other SCWA member agencies at mutually agreeable terms. If no SCWA member agencies are interested in the additional water supply, member agencies can request SCWA to offer the water to out-of-county State Water Project contractors at prevailing market prices authorized by the Department of Water Resources (DWR). All in-county transfer notifications and out-of-county export requests must be submitted to SCWA by April 1st of any given year. SCWA will facilitate the transfers through the DWR.

NOTE: An updated and more comprehensive Water Transfer Policy will be developed by the Water Policy Committee by January 1, 2020 for consideration and approval by the SCWA Board.

Glossary:

Acre-foot One acre-foot equals about 326,000 gallons, or enough water to cover an acre of land (about the size of a football field) one foot deep. An average California household uses between one-half and one acre-foot of water per year for indoor and outdoor use.

DWR California Department of Water Resources

Member Agencies Solano County Water Agency member agencies include:

City of Benicia
City of Dixon
City of Fairfield
City of Rio Vista

City of Suisun City
City of Vacaville
City of Vallejo
Maine Prairie Water District
Reclamation District 2068
Solano County
Solano Irrigation District

NBA	North Bay Aqueduct. The NBA is part of the State Water Project (SWP). The NBA is an underground pipeline that serves SWP water to Solano and Napa counties. SCWA has service contracts for NBA water with Vacaville, Fairfield, Suisun City, Vallejo and Benicia. The Cities of Dixon and Rio Vista have the potential to execute future contracts for NBA water.
SWP	State Water Project. The SWP, operated by the State of California, is a water storage and delivery system of reservoirs, aqueducts, power plants and pumping plants extending more than 700 miles — two-thirds the length of California. The SWP provides water to Solano County through the North Bay Aqueduct.
Table A Water	“Table-A” water is the base water supply provided under the SWP Contract. SCWA has a maximum Table-A amount of 47,756 Acre-feet per year. The amount of annual Table-A allocated each year can vary from 0 up to 100% of the maximum Table-A.
Water Exports	Water sold or exchanged between willing sellers and willing buyers outside of Solano County.
Water Transfers	Water sold or exchanged between willing sellers and willing buyers within Solano County.

Background

Since completion of the Solano Project (SP) and the SWP North Bay Aqueduct (NBA), more recently supplemented by additional NBA water supplies through settlements, Solano County generally has sufficient water supplies even in dry years compared to the State of California as a whole. The year 2014 was a good test of Solano water supply robustness.

Solano water purveyors have a long history of working together in collaboration with the Agency through the Solano Water Advisory Commission (SWAC) to help one another when needed to make up shortages one might have. Solano Cities routinely exchange different types of NBA water and NBA water for SP water amongst themselves on occasion for necessity or strategic reasons. Ag Districts have transferred and exchanged SP water with the Cities as they continue to grow. Currently there is no physical infrastructure to deliver SWP water supplies to SCWA Ag Districts so NBA water is only accessible for application in the Cities for now.

The Cities have proactively invested in the development of diverse individual water supply portfolios to meet their needs for planned smart growth into the future. Each City responsibly manages the use of its water supply portfolio and each has its own unique factors of risk management. Conservation, aging infrastructure, and other factors create constant pressure on cities to frequently increase consumer water rates to keep their water utilities financially viable.

Generally Solano cities are adapting their water applications to comply with new long-term water conservation regulations by the State and will become more efficient and use relatively less water. Lower water use inherently reduces revenue to cities water utilities as consumers use and pay for less units of water while the fixed cost of providing the service is increasing.

SWP “Table A” water is the core NBA water supply provided by SCWA’s Long-term State Contract for SWP water supply which all cities have an allocated portion of. Per the terms of the SWP Contract, SCWA and the Cities are obligated to pay upfront for a 100% allocation of Table A annually whether 100% is available or not. Paying 100% for a water supply and receiving a lesser amount leads to stranded investments.

SWP “Table A” water is the only supply in the Cities’ water supply portfolio that is eligible for use outside of SCWA’s service area. The SWP Contract allows for exchanges to recover some investment costs. However, it can only be exchanged with another SWP Contractor for use within the SWP service area, the collective service areas of all 29 State Water Contractors. Approval by DWR is required before any Table A water can be exchanged. The SWP Contract

exchange rules are strict and carefully applied by DWR to scrutinize all SWP exchange. No exchanges can be completed without DWR approval.

The forward investments in local water supply reliability have created flexibility for the Cities to manage their water supply portfolios responsibly to create opportunities **at times** to recover some of the upfront investment costs while maintaining a sufficient level of quality service to the rate payers for the least cost. There are occasions when the Cities can have underutilized supplies and there are interests for exchanges among other SWP Contractors that would net water *outside* of the service area and provide revenue for Cities to recover potential sunk costs help stabilize their enterprise funds with little risk if any.

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: September 12, 2019

SUBJECT: Putah Creek Rainbow Trout Genetics Study

RECOMMENDATION:


Authorize General Manager to execute 3-year contract with UC Santa Cruz for the Putah Creek Rainbow Trout Genetics Study.

FINANCIAL IMPACT:

Total cost not to exceed \$125,844 over three years. Sufficient funds are available in the adopted FY 2019-2020 budget for the first year of the study. If the contract is approved, funding for the remaining two years of the study will be included in the FY 2020-2021 and FY 2021-2022 budgets, respectively.

BACKGROUND:

Historically, resident Rainbow Trout, a fish that spends its entire life in freshwater, and Steelhead, a fish that spawns in freshwater and spends the majority of its life cycle in marine water (i.e. “anadromous”) were typically treated as separate but related fish species. However, more recently, fisheries biologists have generally concluded that the two are more closely related, in that resident Rainbow Trout possess the genetic capability of becoming anadromous Steelhead and that under certain environmental conditions resident Rainbow Trout can assume the anadromous Steelhead life cycle. The genetic commonality of resident Rainbow Trout and anadromous Steelhead has significant fisheries management implications, given the threatened status of certain Steelhead populations. As known Steelhead populations dwindle, fisheries biologists – and regulatory agencies – are increasingly looking to protect resident Rainbow Trout populations and more specifically, their genetics, by preserving and/or enhancing their physical habitat, and also by preventing the interbreeding of wild resident Rainbow Trout with hatchery or otherwise “foreign” populations.

Recommended: 
Roland Sanford, General Manager

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

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on September 12, 2019 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

The headwaters of the Putah Creek drainage, upstream of Monticello Dam, as well as at least one tributary draining to the Putah Creek stream segment located between Monticello Dam and the Putah Diversion Dam (aka Interdam reach), support resident Rainbow Trout populations that are for the most part, but not entirely, isolated from Putah Creek. When the two dams were built, the Interdam reach, which historically was a warm water fishery, was converted to a cool water fishery and periodically stocked with hatchery salmonids (typically Rainbow Trout). Because the Putah Diversion Dam is a barrier to fish migrating upstream, except possibly during flood flows, when the Putah Diversion Dam's flood gates are opened, and fish passage from Lake Berryessa to the Interdam reach via the Glory Hole spillway or releases at the base of Monticello Dam is extremely difficult at best, it is believed that the current fish population within the interdam reach is a genetically unique population that has evolved from the long standing, albeit small populations of resident Rainbow Trout located in the tributaries, and the hatchery salmonids periodically planted in Lake Solano and the Interdam reach in general. In 2014, the California Department of Fish and Wildlife (CDFW) designated the Interdam reach as Wild Trout water, pursuant to the Department's Heritage and Wild Trout Program, with the goal of protecting if not enhancing fish habitat within the Interdam Reach, and the genetic composition of the existing fish population.

In recent years significant numbers of hatchery born adult Chinook Salmon have successfully spawned in Lower Putah Creek, downstream of the Putah Diversion Dam. The Water Agency is sponsoring studies to determine if the progeny of these Chinook Salmon return to Lower Putah Creek and ultimately establish a self-sustaining population. Whether or not a self-sustaining population of Chinook Salmon is established over time remains to be seen. The fact that significant numbers of Chinook Salmon have appeared in Lower Putah Creek, and the presence of suitable salmon habitat within the Interdam reach, has renewed interest, at least by some parties, in improving upstream fish passage at the Putah Diversion Dam.

Because certain salmonid fish populations are federally listed as threatened or endangered species – most notably Central Valley Steelhead – the possible introduction of such fish populations into Lake Solano and the Interdam reach, via improved upstream fish passage at the Putah Diversion Dam, could have significant regulatory implications with respect to Solano Project operations. The Water Agency does not currently support the construction of a fish ladder or other improved upstream fish passage facilities at the Putah Diversion Dam – a position that is consistent with those conservation organizations that are interested in maintaining the current genetic makeup of the existing Interdam reach fish population. Staff recommends initiation of the Putah Creek Rainbow Trout Genetics Study as a means of further substantiating the unique genetic characteristics of the Interdam reach fish population, and in turn, the rationale for separating the Interdam reach fish population from hatchery or otherwise foreign populations occupying habitats downstream of the Putah Diversion Dam.

Name of Project: **Putah Creek Rainbow Trout Genetics**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Consultant)

THIS AGREEMENT, **effective September 13, 2019** is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter referred to as "Contractor."

The Agency requires services for **Putah Creek Rainbow Trout Genetics**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$125,844** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Upon submission of an invoice by the Contractor, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month, **however in no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.** Every invoice shall specify hours worked for each task identified in Exhibit A undertaken.

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

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2022** as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

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

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

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

7. **INDEMNIFY AND HOLD HARMLESS**

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

8. **INSURANCE**

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

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

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Solano County Water Agency) or the general aggregate limit shall be twice the required occurrence limit.

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

If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

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

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

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

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

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

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

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

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

5. SUBCONTRACT AND ASSIGNMENT

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

6. NOTICE

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

AGENCY

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

CONTRACTOR

Regents of the University of California
UC Santa Cruz
1156 High Street
Santa Cruz, CA 95064

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

Solano County Water Agency
a Public Agency

By: _____
Roland Sanford
General Manager

By: _____
Regents of the University
of California

FOR SCWA USE ONLY

Contract Period: September 1, 2019 to June 30, 2022
File Number: AG-U-51
Account Manager: Rich
G/L Account #: 6166 SC
Job Cost #: 5062
Contract Type: Professional Services

EXHIBIT A
SCOPE OF SERVICES

Proposed Statement of Work:

Title: Putah Creek Rainbow Trout Genetics

PI: Devon Pearce, UCSC Department of Ecology and Evolutionary Biology and NMFS Southwest Fisheries Science Center

Co-PI: Eric Chapman, ICF

Prepared by:

ICF
630 K Street, Suite 400
Sacramento, CA 95814
Contact: Eric Chapman
530-574-8574

Prepared for:

Solano County Water Agency
810 Vaca Valley Parkway
Vacaville, CA 95688
Contact: Rich Marovich
530-902-1794

And

University of California Santa Cruz
110 McAllister Road
Santa Cruz, CA 95060
Contact: Devon Pearce
831-420-3906
dpearse@ucsc.edu

Submit proposal to:

Rich Marovich:

rmarovich@scwa2.com,

Roland Sanford:

rsanford@scwa2.com,

Chris Lee: clee@scwa2.com

Introduction

Understanding the distribution of genetic variation is fundamental to conservation and management efforts for protected species, including salmonids. In California, Rainbow Trout, *Oncorhynchus mykiss*, exist as both anadromous steelhead, migrating to the ocean, and as freshwater resident rainbow trout, often isolated above dams and waterfalls. However, the genetic relationships among *O. mykiss* populations within and among both coastal (Pearse et al. 2009; Clemente et al. 2009; Garza et al. 2013; Abadia-Cardoso et al. 2016) and Central Valley watersheds (Pearse & Garza 2015; Pearse & Campbell 2018), demonstrate that these forms interbreed when they share the same habitat. In addition, studies have focused on identifying the adaptive genomic basis of this life-history variation (Martinez et al. 2011; Pearse et al. 2014, 2018; Leitwein et al. 2017). Importantly, only the anadromous form is listed under the endangered species act (NMFS 2006).

Putah Creek is a tributary of the Sacramento River flowing through Davis, CA. The inter-dam reach (IDR) of Putah Creek runs between Monticello Dam and the Putah Diversion Dam (PDD) in Solano and Yolo Counties (Fig. 1). The IDR was designated as a Wild Trout water by the Department of Fish and Wildlife and draws anglers in pursuit of its large rainbow trout (<https://www.wildlife.ca.gov/fishing/inland/trout-waters>). However, the genetic relationships of trout in this reach relative to other Central Valley *O. mykiss* are unknown. Therefore, we propose to compare trout in the IDR to those: 1) in tributaries of Lake Berryessa, above Monticello Dam, 2) in a tributary to Lake Solano (Miller Canyon Creek), and 3) to other populations throughout California. We hypothesize that trout in the headwaters above Monticello Dam are derived from the original Central Valley steelhead (pers. comm. Peter Moyle), representing native Putah Creek ancestry, while those in the IDR may have mixed ancestry from other populations of rainbow trout due to extensive stocking with hatchery rainbow trout strains (e.g. McCloud River redband trout, Eagle Lake rainbow trout). This study will determine the origin of rainbow trout in the IDR and their relationship to trout in other areas of the watershed. An added benefit to this study is that we will begin to understand the genetic composition of trout throughout the Putah Creek watershed and potentially discover remnant populations with Central Valley steelhead ancestry.

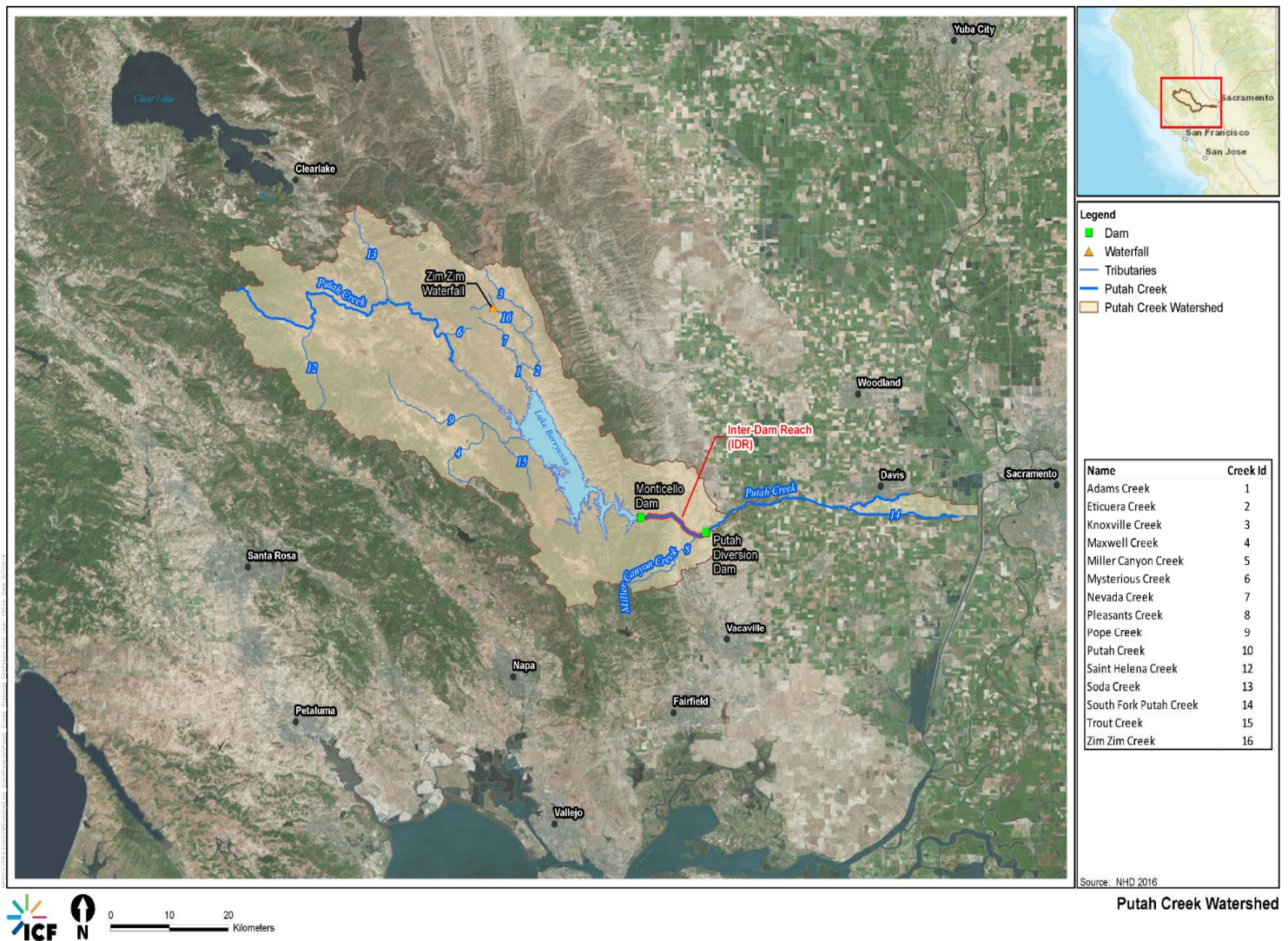


Figure 1. Map of the Putah Creek watershed (tan). Tributary streams are numbered on the map and named in the table on the bottom right. The Inter-Dam Reach/Wild Trout section from Monticello Dam to the Putah Diversion Dam (PDD) is colored in red. The anadromous waters of Lower Putah Creek exist below the PDD.

Methods

DNA will be extracted from tissue samples using Qiagen extraction kits. After DNA extraction, samples will be genotyped at target loci using amplification and sequencing to produce multi-allelic genotypes. Genetic data will be collected and analyzed at the NMFS/UCSC. Single nucleotide polymorphisms (SNPs) and/or multi-allelic haplotypes will be compiled into a genotype file for population genetic analysis. Analyses will be designed to detect the genetic differences between individuals and population, and may reveal distinct subpopulations within Putah Creek, determine the ancestry of Putah Creek fish, and evaluate the distribution of adaptive genomic variation associated with migration (Pearse et al. 2014; Pearse & Campbell 2018).

We will compare individuals from the IDR and other populations in the Putah Creek Watershed to rainbow trout sampled throughout California (e.g. McCloud River redband trout, Eagle Lake rainbow trout, coastal and Central Valley steelhead, and hatchery rainbow trout strains) to compare with previous genetic studies (Pearse & Garza 2015; Leitwein et al. 2017). DNA samples from these reference populations are archived at the NMFS/UCSC laboratory in Santa Cruz, CA, and are available for use in the present study. We anticipate genotyping up to 1,000 samples of hatchery and wild trout to create the reference baseline for comparison.

The results of the genetic analysis will be used by the PI and ICF to prepare written and visual presentations of the study outcomes and presented to SCWA and prepared for publication.

Subcontract to ICF-- Scope of Work

Task 1: Study plan development

In collaboration with the PI and Solano County Water Agency (SCWA), ICF will prepare a draft and final study plan. This will include sampling methods, data analysis to be performed, reporting, and project management. ICF will provide a draft to SCWA for review. SCWA will provide comments and, if necessary, will meet with ICF to discuss modifications to the Study Plan. ICF will provide a revised Final Study plan within 2 weeks of receiving comments.

Deliverables: Draft and Final Study Plan.

Task 2: Genetic sample collection and analysis

ICF will collect genetic tissue samples from up to 20 rainbow trout in up to 16 locations throughout the Putah Creek watershed, including the IDR, Miller Creek (tributary to Pleasant Creek which flows into Lake Solano), upper Putah Creek, and up to three other tributaries to Lake Berryessa. In addition, we hope to collect up to 20 samples below the PDD.

Trout will be captured by hook-and-line sampling (fly fishing) rather than other methods. We prefer this method over others (e.g., electrofishing or netting) because we currently have a

scientific collecting permit (SCP # 8858) for this method and feel it is better for fish health. However, e-fishing may be used by SFWSC staff to collect larger samples or at sites that are not conducive to hook and line sampling. Tissue samples will be collected by removing a small portion of the upper caudal fin and air drying them in envelopes prior to processing.

After collecting and archiving, samples will be sent to NMFS/UC Santa Cruz for DNA extraction, preparation, and genotyping.

Assumptions: The necessary samples can be collected in the field, likely requiring the use of volunteers and good conditions (e.g. water flow and temperature) to accomplish.

Deliverables: List of samples collected and collection locations.

Task 3: Data analysis and reporting

After genetic analysis has been completed by NMFS/UC Santa Cruz, the results of the study will be presented and discussed at a meeting with the SCWA. A draft final report will be prepared by the PIs and provided to the SCWA for review and comment. A report of publication quality will be prepared by the PIs with the intention of submitting it for publication as a peer reviewed manuscript.

Deliverables: Draft and final report, and up to two presentations as requested by client.

Task 4: Project management

Project management will include oversight of project development and deliverable production, coordination with the PI, maintaining client communication; coordination of project schedule and administrative needs of the project; tracking project progress and providing reports to ICF and client; and making supply purchases and reviewing and approving all invoices prior to client submittal.

Throughout the project the UCSC and ICF PIs will work together to complete all tasks effectively, and will coordinate activities and timing to best meet the needs of the project. Genetic data collection and analysis will be completed at NMFS/UCSC, and a final report will be submitted to SCWA at the end of the project period. A version of this report will also be submitted for publication in a peer-reviewed scientific journal.

References

- Abadía-Cardoso A, Pearse DE, Jacobson S, Marshall J, Dalrymple D, Kawasaki F, Ruiz-Campos G, Garza JC. 2016. Population genetic structure and ancestry of steelhead/rainbow trout (*Oncorhynchus mykiss*) in southern California and Baja California coastal rivers and streams. *Conservation Genetics* 17:675-689.
- Clemente, AJ, Anderson EC, Boughton D, Girman D, Garza JC. 2009. Population genetic structure and ancestry of *Oncorhynchus mykiss* populations above and below dams in south-central California. *Conservation Genetics* 10:1321-1336.
- Leitwein M, Garza JC, Pearse DE. 2017. Ancestry and adaptive evolution of anadromous, resident, and adfluvial rainbow trout (*Oncorhynchus mykiss*) in the San Francisco bay area: application of adaptive genomic variation to conservation in a highly impacted landscape. *Evolutionary Applications* 10:56-67.
- NOAA. 2006. Endangered and threatened species: final listing determinations for 10 distinct population segments of west coast steelhead (ed. NOAA), pp. 833-862. US Federal Register.
- Pearse DE, Campbell MA. 2018. Ancestry and Adaptation of Rainbow Trout in Yosemite National Park. *Fisheries (Magazine)*. Accepted Manuscript. doi:10.1002/fsh.10136
- Pearse DE, Garza JC. 2015. You can't unscramble an egg: Population genetic structure of *Oncorhynchus mykiss* in the California Central Valley inferred from combined microsatellite and SNP data. *San Francisco Estuary and Watershed Science* 13(4) <http://escholarship.org/uc/item/8dk7m218>
- Pearse DE, Miller MR, Abadía-Cardoso A, Garza JC. 2014. Rapid parallel evolution of standing variation in a single, complex, genomic region is associated with life history in steelhead/rainbow trout. *Proceedings of the Royal Society London B: Biological Sciences* 281:20140012.
- Pearse DE, Barson NJ, Nome T, Gao G, Campbell MA, Abadía-Cardoso A, . . . Lien S. 2018. Sex-dependent dominance maintains migration supergene in rainbow trout. *bioRxiv*, 504621. doi:10.1101/504621

Schedule

This schedule reflects a performance period from June 2019 through June 2021.

Task	J	F	M	A	M	J	J	A	S	O	N	D
Task 1. Study Plan Development												
Task 2.1. Collection of field samples												
Task 2.2 Procure samples from State and Federal Archives												
Task 2.3. DNA extraction												
Task 3. Data analysis and reporting												
Task 4. Project Management												

Cost

The budget for this project is \$125,844.64.

Budget Justification

Task 1 – Study plan development.

Senior Fisheries Biologist, Eric Chapman, will prepare a draft and final study plan. This will be prepared in collaboration the PI, Devon Pearse, and the Solano County Water Agency.

We are requesting 16 hours of time for Eric Chapman at \$160/hr for a total of \$2,560.

Task 2 – Genetic sample collection and analysis

Eric Chapman will collect genetic samples from rainbow trout in the Putah Creek Watershed, with assistance from Devon Pearse and staff from the SWFSC, as well as volunteer fly fishermen. We are requesting 210 hours for Eric for a total of \$33,600. The budget for genetic data collection and analysis is based on SNP genotyping at the NMFS/UCSC Molecular Ecology and Genetic Analysis lab in Santa Cruz, CA, and includes \$26,400 in

genetic analysis supplies and \$14,614 to support genetics laboratory staff..

Task 3 – Data Analysis and Reporting

After genetic analysis has been completed by NMFS/UC Santa Cruz, Eric Chapman will work with the PI, Devon Pearse, to prepare a draft final report of publication quality with the intention of submitting it as a peer reviewed publication. We are requesting 120 hours for Eric for a total of \$19,200.

Task 4 – Project Management

We are requesting 6 hours for Rick Wilder and 48 hours for Eric Chapman to oversee the project. This will include coordinating with the PI, maintaining communication with SCWA, coordinating the project schedule, and administrative needs of the project. We are requesting \$1,290 for Rick Wilder and \$7,680 for Eric Chapman for a total of \$8,970.

Direct Expenses

We are requesting 0.58/mile for 2280 miles for a total of \$1,322 to conduct field sampling. We are also requesting \$2,284 for sampling supplies and \$302 for genetic tissue storage (e.g. drying envelopes). Finally, we are requesting a 10% markup on non-labor costs for \$391.

Finally, the University of California Santa Cruz is charging a reduced overhead rate of 26%.

EXHIBIT B

RATE OF COMPENSATION

PI:	Devon Pearse
Title:	Putah Creek Rainbow Trout Genetics
Agency:	Solano County Water Agency

Project Start Date:	05/01/19	Project End Date:	04/30/21
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Number of Periods:	1	
Project Location:	Off-Campus	
IDC Rate:	26.00%	IDC Type: MTDC

Cayuse Proposal Number:	19-0814		
Preparer:	BZ		
Budget Prepared Date:	2.28.19	Revised Date:	

UCSC Detailed Budget

				Period		
				1		
				Start Date:		
				End Date:		
				Total		
Salary Information				Click here to add salary & fringe information		
Name	Project Role	Appt Type	Level			
TBD	Lab Staff \$19.60 per hour	STAFF	Select One	\$9,134	\$9,134	
COL Increase (initial/annual)	3%	3%	Months/Time %	3	89%	
		Select One	Select One	\$0		
COL Increase (initial/annual)	3%	3%	Months/Time %			
Total Salary				\$9,134	\$9,134	
Fringe Information						
Name	Project Role	Appt Type	Level			
TBD	Lab Staff	STAFF	Select One	\$5,480	\$5,480	
Fringe %	60.00%		Override			
		Select One	Select One	\$0		
Fringe %			Override			
Total Fringe				\$5,480	\$5,480	
Total Salary and Fringe				\$14,614	\$14,614	
Domestic Travel Information						
Name	Destination					
Project Travel				\$784	\$784	
					\$0	
Total Domestic Travel				\$784	\$784	
Foreign Travel Information						
Name	Destination					
					\$0	
					\$0	
Total Foreign Travel				\$0	\$0	
Permanent Equipment						
Description					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
Total Equipment				\$0	\$0	
Participant Support						
Type	Description					
Select One					\$0	
Select One					\$0	
Total Participant Support				\$0	\$0	
Subrecipients						
Institution	Subrecipient PI					
ICF Jones & Stokes, Inc		Subrecipient Direct Costs		\$64,789		
		Subrecipient Indirect Costs				
		Subrecipient Total		\$64,789	\$64,789	
		Subrecipient Direct Costs				
		Subrecipient Indirect Costs				
		Subrecipient Total		\$0	\$0	
Total Subrecipients				\$64,789	\$64,789	
UC Multicampus						
Institution	Multicampus PI					
		MCA Direct Costs				
		MCA Indirect Costs				
		MCA Total		\$0	\$0	
		MCA Direct Costs				
		MCA Indirect Costs				
		MCA Total		\$0	\$0	
Total UC Multicampus				\$0	\$0	
Other Direct Costs						

Type	Description		
Materials & Supplies		\$26,400	\$26,400
Publication Costs/Page Charges		\$1,500	\$1,500
Total Other Direct Costs		\$27,900	\$27,900
Costs at Non-Std. Rates			
Type	Description	IC Rate	
Select One			\$0
Select One			\$0
Total Non-Std Costs		\$0	\$0
Tuition/Fees/GSHIP			
	COL Increase	Initial	Annual
Tuition		10%	10%
Graduate Student Health Insurance		5%	5%
Graduate Student Fees		10%	10%
		Graduate Fee Override	
Total Graduate Fees		\$0	\$0
Total Graduate Student Compensation (includes salary, fringe and graduate fees)		\$0	\$0
	Total Other Direct Costs including GSR Fees, Subrecipients, and MCA's		\$92,689
	Direct Costs Base		\$108,087
	Direct Cost Override		
	Total Direct Costs		\$108,087
	Indirect Cost Base		\$68,298
	Indirect Cost Base Override		
	Total Indirect Cost Base		\$68,298
	IC Rate		26.0%
	Non-Standard Indirect Costs		\$0
	Fixed Indirect Costs		\$0
	Total Indirect Costs		\$17,757
	Total Amount Requested		\$125,844
	Total Cost Share		\$0
	Total Project Amount		\$125,844

NOTES:

Table 1. ICF Subcontractor Cost Estimate for the University of California Santa Cruz/Southwest Fisheries Science Center

Task	Employee Name	Consulting Staff		Subtotal	Labor Total	Direct Expenses	Total Price
		Sr Consult I	Mng Consult				
Task 1 - Study plan development		16		\$2,560	\$2,560		
Task 2 - Genetic sample collection		210		\$33,600	\$33,600		
Task 3 - Data analysis and reporting		120		\$19,200	\$19,200		
Task 4 - Project Management		24	6	\$5,130	\$5,130		
Total hours		370	6				
ICF E&P 2018 Billing Rates		\$160	\$215				
Subtotals		\$59,200	\$1,290	\$60,490	\$60,490		
Direct Expenses							
523.05 Travel, Auto, incld. Mileage at current IRS rate (.545/mile)	2280 miles *0.58/mile					\$1,322	
523.09 Project Supplies	Fly fishing supplies					\$2,284	
	Sample storage					\$302	
Mark up on all non-labor costs and subcontractors:	10%					\$391	
Direct expense subtotal						\$4,299	
Total price							\$64,789

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: September 12, 2019

SUBJECT: GENERAL MANAGER’S EMPLOYMENT AGREEMENT

RECOMMENDATION:


Authorize Chairman to execute agreement with Roland Sanford for continued employment as General Manager – four year term.

FINANCIAL IMPACT:

No change in current (as of July 1, 2019) compensation.

BACKGROUND:

Roland Sanford has served as General Manager since 2015. The Board conducted a performance appraisal of the General Manager in August, 2019. The Board desires to execute an employment agreement for an additional four years. The terms of the proposed contract (copy attached) are identical to those of the current contract.

Recommended: 
Roland Sanford, General Manager

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

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on September 12, 2019 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

**AGREEMENT BETWEEN SOLANO COUNTY
WATER AGENCY AND ROLAND A. SANFORD
FOR GENERAL MANAGER SERVICES**

This Agreement (**Agreement**) is made as on this ____ day of September, 2019 by and between SOLANO COUNTY WATER AGENCY ("**Agency**") and ROLAND A. SANFORD ("**Manager**") for employment as General Manager of the Agency, collectively the "**Parties**" and each a "**Party**."

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

WHEREAS, Agency wishes to engage Mr. Sanford as its General Manager ("**General Manager**") in an "at will" employment relationship and upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. SCOPE OF SERVICES

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

2. TERM OF AGREEMENT

The term ("**Term**") of this Agreement is from the employment date of September 24, 2019 until September 24, 2023, inclusive. Either Party may terminate this Agreement with or without cause upon forty-five (45) days prior written notice to the other Party, unless waiver of such notice is mutually agreed to in writing by the Parties. In the event of early termination of this Agreement for any reason, General Manager shall not be entitled to severance pay. Should this Agreement not be terminated, this Agreement shall be subject to renegotiation and renewal at the end of the current Term upon terms and conditions mutually acceptable to the Parties. Employee expressly acknowledges and agrees that Employee shall be an "at will" employee serving at the pleasure of the District Board of Directors and that the employment relationship may be terminated with or without cause by either Party.

3. BEST EFFORTS

General Manager agrees that he will at all times faithfully, industriously, and to the best of his ability, experience and talent perform all of the duties that may be required of or from him, pursuant to the express and implicit terms of this Agreement, the Agency governing act, the Agency policies and procedures, and federal and state law, codes and statutes.

4. BASE SALARY

The Agency shall compensate General Manager an annual base salary of One Hundred Eighty-Three Thousand Three Hundred Sixty-Nine Dollars (\$183,369.00) ("**Annual Base Salary**"), payable in installments in accordance with Agency's normal payroll policies or practices. The burden of responsibility for this position extends through all the hours of the day and all the days of the week. As such, no additional compensation for overtime is provided. The Parties agree that the General Manager position is an exempt position under the federal Fair Labor Standards Act and is not subject to the payment of overtime. This Annual Base Salary shall not change during the Term of this Agreement except for any cost-of-living adjustment granted to Agency employees as a whole, which General Manager shall also receive at the same rate or percentage as other Agency employees, or if the Board of Directors grant an increase in Annual Base salary, in its sole discretion and in writing, based on an annual performance review of the General Manager.

5. PERFORMANCE EVALUATION

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

6. EMPLOYEE HANDBOOK

Except as otherwise expressly provided for in this Agreement, General Manager shall be entitled to all of the benefits, rights, protections, and privileges provided for in Agency's Employee Handbook, dated July 2019 ("**Employee Handbook**"), as such Employee Handbook may be amended from time to time in the Agency's sole discretion. The terms, words, and phrases used in this Agreement shall have the same meaning as used or defined in the Employee Handbook, except as otherwise expressly provided for in this Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the Employee Handbook, the provisions of this Agreement shall control.

7. HOLIDAYS

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

8. ADMINISTRATIVE LEAVE

On January 1 of each calendar year of this Agreement, General Manager shall be credited with six (6) days of paid administrative leave. Administrative leave may be taken in increments of less than eight (8) hours at a time, and shall be used during the calendar year credited or otherwise be lost. However, if this Agreement is terminated, expired or not renewed by the Parties, any earned and unused administrative leave not otherwise lost will be paid to General Manager at his then Annual Base Salary rate.

9. BENEFITS

Agency will provide General Manager with the following benefits which shall be used as set forth in the Employee Handbook and under all applicable laws:

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

b. Retirement. Agency will pay the Employer's and Employees' contribution for providing CalPERS coverage to General Manager and as set forth under the rules and regulations of CalPERS.

c. Dental Insurance. Agency shall pay one hundred percent (100%) of the cost of providing dental care coverage for General Manager and his eligible dependents.

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

e. Solano County Water Agency Cafeteria Plan. In addition to the benefits identified in this Section 9, General Manager shall be entitled to participate in the Agency's Cafeteria Plan of other benefits on the same terms and conditions provided to other Agency

employees.

f. Workers Compensation Insurance. To the extent required by law, Agency shall provide Workers Compensation Insurance for General Manager.

g. Unemployment Insurance. To the extent required by law, Agency shall provide unemployment insurance for General Manager.

h. Vacation. General Manager shall accrue vacation time at the rate of twenty (20) days per year upon hire, and will be credited with an initial bank of 40 hours (5 days) of accrued vacation time upon hire.

10. VEHICLE ALLOWANCE

General Manager shall provide his own vehicle to be used in the performance of his duties under this Agreement, and Agency shall provide an automobile allowance of five hundred dollars (\$500) per month for said use. The General Manager shall be responsible for paying for liability insurance as required by State law, fuel, maintenance, repair of his vehicle and other costs associated with the ownership and use of the Agency vehicle.

11. NOTICES

All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if: (a) served personally on the person to whom notice is given, (b) sent by electronic mail, or (c) if mailed, on the third (3rd) day following deposit in the if mailed to the person to whom notice is to be given by first class mail, postage-prepaid, and properly addressed to the following designated representatives of the parties:

Manager:	Roland Sanford, General Manager Solano County Water Agency 810 Vaca Valley Parkway, Ste 203 Vacaville, CA 95688
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Agency:	Chair, Board of Directors Solano County Water Agency 810 Vaca Valley Parkway, Ste 203 Vacaville, CA 95688
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The Parties will promptly notify the other of any change in the name or address of its designated representative.

12. INTERPRETATION; HEADINGS

Each Party has reviewed this Agreement and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the

drafting Party. This Agreement shall be construed as if both Parties drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this Agreement.

13. AUTHORIZATION

Each Party warrants to the other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement.

14. ENTIRE AGREEMENT; AMENDMENTS

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

15. ATTORNEY FEES

If any legal proceeding is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, as well as costs and disbursements, in addition to any other relief to which the prevailing Party may be entitled.

16. ARBITRATION

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

[SIGNATURES FOLLOWING NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

GENERAL MANAGER

SOLANO COUNTY WATER AGENCY

Roland Sanford

Chairman, Board of Directors

Date: September 5, 2019
To: Roland Sanford
SCWA Board of Directors
From: Stephanie E. Sakai
Subject: Solano County Water Agency/GM Employment Contract
File: 1079-035

We have been asked by Solano County Water Agency ("Agency") to review the General Manager ("GM") Employment Agreement ("GM Agreement"). During our review, we have found inherent contradictions in the Section 2 of the GM Agreement that we need to bring to your attention.

Section 2 states that the GM shall be hired for a term of employment for 4 years, but then it states that the employment relationship is "at will." Further, it says that the Board may terminate the GM in its sole discretion.

A 4-year employment contract cannot also be an "at will" employment relationship. The California Labor Code defines "at will" employment as employment having "no specified term" that may be "terminated at the will of either party on the notice to the other." Therefore, it is more than likely that the GM Agreement will be interpreted as not creating an "at will" relationship due to its 4-year term.

Furthermore, even if the Agency revises the GM Agreement to remove the 4-year term and streamlines the "at will" language, the GM still may not be considered an "at will" employee. California courts have carved out an exception to the general rule of "at will" employment for situations where an implied contract (such as an oral agreement) has arisen between an employer and employee that the job would last for a certain term. The key question would then be what the parties intended the terms of the employment relationship to be and whether such facts would modify the written contract. At this time, it is our understanding from Mr. Sanford that the Agency intends for the GM Agreement to be for a period of 4 years.

**AGREEMENT BETWEEN SOLANO COUNTY
WATER AGENCY AND ROLAND A. SANFORD
FOR GENERAL MANAGER SERVICES**

This Agreement (**Agreement**) is made ~~as on this 14th~~ day of ~~May~~September, 2015~~2019~~, by and between SOLANO COUNTY ~~WATER AGENCY~~ ("Agency") ~~and~~ ROLAND ~~A.~~ ~~SANFORD~~ ("**Manager**") ~~for~~ employment as General Manager of the Agency, collectively the "Parties" and each a "Party."

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

WHEREAS, Agency wishes to engage Mr. Sanford as its General Manager (**General Manager**) ~~for a term of office in an "at will" employment relationship and~~ upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. SCOPE OF SERVICES

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

2. TERM OF AGREEMENT

The term (**Term**) of this Agreement is from the employment date of ~~August~~ September 24, 2015~~2019~~ until ~~August-September 24, 2019~~2023, inclusive. Either ~~party~~Party may terminate this Agreement ~~with or~~ without cause upon forty-five (45) days prior written notice to the other ~~party~~Party, unless waiver of such notice is mutually agreed to in writing by the ~~parties~~Parties. In the event of early termination of this Agreement for any reason, General Manager shall not be entitled to severance pay. Should this Agreement not be terminated, this Agreement shall be subject to renegotiation and renewal at the end of the current ~~term~~Term upon terms and conditions mutually acceptable to the ~~parties~~Parties. Employee expressly acknowledges and agrees that Employee shall be an "at will" employee serving at the pleasure of the District Board of Directors and ~~may be removed as the that the employment relationship may be terminated Manager with or without cause in the sole discretion by the Board of Directors by either Party.~~

3. BEST EFFORTS

Commented [1]: The language is inconsistent. There cannot be a term of employment and also be "at will" employment. Also, an "at will" employment relationship allows the employer and employee the right to terminate. See Memo.

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

4. BASE SALARY

~~Effective upon the commencement date of this Agreement,~~The Agency shall compensate General Manager an annual base salary of One Hundred ~~Sixty-Five~~Eighty-Three Thousand ~~Three Hundred Sixty-Nine~~ Dollars (~~\$165,000~~183,369.00) ("Annual Base Salary"), payable in installments in accordance with Agency's normal payroll policies or practices. The burden of responsibility for this position extends through all the hours of the day and all the days of the week. As such, no additional compensation for overtime is provided. The ~~parties~~Parties agree that the General Manager position is an exempt position under the federal Fair Labor Standards Act and is not subject to the payment of overtime. This ~~annual~~Annual base~~Base salary~~Salary shall not change during the ~~term~~Term of this ~~Agreement~~Agreement except for any cost-of-living adjustment granted to Agency employees as a whole, which General Manager shall also receive at the same rate or percentage as other Agency employees, or if the Board of Directors grants an increase in Annual Base salary, in its sole discretion and in writing, based on an annual performance review of the General Manager.

5. PERFORMANCE EVALUATION

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

6. EMPLOYEE HANDBOOK

Except as otherwise expressly provided for in this Agreement, General Manager shall be entitled to all of the benefits, rights, protections, and privileges provided for in Agency's Employee Handbook, dated ~~June 30, 2009~~July 2019 ("Employee Handbook"), as such Employee Handbook may be amended from time to time in the Agency's sole discretion. The terms, words, and phrases used in this Agreement shall have the same meaning as used or defined in the Employee Handbook, except as otherwise expressly provided for in this Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the Employee Handbook, the provisions of this Agreement shall control.

7. HOLIDAYS

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

8. ADMINISTRATIVE LEAVE

On January 1 of each calendar year of this Agreement, General Manager shall be credited with six (6) days of paid administrative leave. Administrative leave may be taken in increments of less than eight

(8) hours at a time, and shall be used during the calendar year credited or otherwise be lost. However, if this Agreement is terminated, expired or not renewed by the ~~parties~~Parties, any earned and unused administrative leave not otherwise lost will be paid to General Manager at his then-~~Annual B~~base salary ~~Salary~~ rate.

9. BENEFITS

Agency will provide General Manager with the following benefits which shall be used as set forth in the Employee Handbook and under all applicable laws:

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

b. Retirement. Agency will pay the Employer's and Employees' contribution for providing CalPERS coverage to General Manager and as set forth under the rules and regulations of CalPERS.

c. Dental Insurance. Agency shall pay one hundred percent (100%) of the cost of providing dental care coverage for General Manager and his eligible dependents.

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

e. Solano County Water Agency Cafeteria Plan. In addition to the benefits identified in this Section 9, General Manager shall be entitled to participate in the Agency's Cafeteria Plan of other benefits on the same terms and conditions provided to other Agency employees.

f. Workers Compensation Insurance. To the extent required by law, Agency shall provide Workers Compensation Insurance for General Manager.

g. Unemployment Insurance. To the extent required by law, Agency shall provide unemployment insurance for General Manager.

h. Vacation. General Manager shall accrue vacation time at the rate of twenty (20) days per year upon hire, and will be credited with an initial bank of 40 hours (5 days) of accrued vacation time upon hire.

10. VEHICLE ALLOWANCE

General Manager shall provide his own vehicle to be used in the performance of his duties under this Agreement, and Agency shall provide an automobile allowance of five hundred dollars (\$500) per month for said

use. The General Manager shall be responsible for paying for liability insurance as required by State law, fuel, maintenance, repair of his vehicle and other costs associated with the ownership and use of the Agency vehicle.

11. NOTICES

All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if: (a) served personally on the person to whom notice is given, (b) sent by electronic mail, or (c) if mailed, on the third (3rd) ~~day following deposit in the mail, if mailed to the person to whom notice is to be given by first class mail, postage-prepaid, and properly addressed to the following designated representatives of the parties:~~ day following deposit in the if mailed to the person to whom notice is to be given by first class mail, postage-prepaid, and properly addressed to the following designated representatives of the parties:

Manager: Roland
Sanford,
General
Manager
Solano County Water Agency
810 Vaca Valley Parkway, Ste 203
Vacaville, CA 95688
~~at the time of the meeting, the following designated representatives of the parties:~~

Agency: Chair
Board of Directors
~~Board of Directors~~
Solano County Water Agency
810 Vaca Valley Parkway, Ste 203
Vacaville, CA 95688

The ~~parties~~ Parties will promptly notify the other of any change in the name or address of its designated representative.

12. INTERPRETATION; HEADINGS

Each ~~party~~ Party has reviewed this Agreement and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting party. This Agreement shall be construed as if both ~~parties~~ Parties drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this Agreement.

13. AUTHORIZATION

Each ~~party~~ Party warrants to the other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement.

14. ~~ENTIRE~~ AGREEMENT ~~÷~~; AMENDMENTS

This ~~Agreement~~ Agreement embodies the whole understanding and agreement between the parties hereto, and there are no inducements, promises, terms, conditions or obligations made or entered into by Agency or General Manager other than those contained herein. The foregoing provisions are understood

and agreed to by General Manager. This Agreement may only be modified or amended by a writing duly executed by the ~~parties~~ Parties to this Agreement.

15. ATTORNEY FEES

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

16. ARBITRATION

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

[SIGNATURES FOLLOWING NEXT PAGE]

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

GENERAL MANAGER _____ SOLANO COUNTY
WATER AGENCY

Roland Sanford

Chairman, Board of Directors

