

SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

BOARD OF DIRECTORS:

Chair:

Mayor Ronald Kott
City of Rio Vista

Vice Chair:

Director Dale Crossley
Reclamation District No. 2068

DIRECTORS:

Vice-Mayor Scott Pederson
City of Dixon

Director Jack Caldwell
California Water Services

Director Spencer Bei
Dixon Resource
Conservation District

Director Ryan Mahoney
Maine Prairie Water District

Supervisor John Vasquez
Solano County District 4

Supervisor Skip Thomson
Solano County District 5

Director John Roteveel
Solano County Farm Bureau

Director Russ Lester
Solano County Agricultural
Advisory Committee

Director Kurt Balasek
Solano Resource
Conservation District

SECRETARY/TREASURER:

Roland Sanford
Solano County Water Agency

BOARD OF DIRECTORS MEETING

DATE: Thursday, November 14, 2019

TIME: 5:30 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**

(A) Minutes: Approval of the Minutes of the Board of Directors meeting of July 11, 2019.

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

RECOMMENDATION: For information only.

7. **SECRETARY/TREASURER REPORT** (estimated time: 5 minutes)

RECOMMENDATION: For information only.

8. **COLLABORATIVE AGREEMENT FOR THE PREPARATION OF A GROUNDWATER SUSTAINABILITY PLAN FOR THE SOLANO SUBBASIN**
(estimated time: 15 minutes)

RECOMMENDATIONS:

1. Hear Staff report on Collaboration Agreement for the Preparation of the Groundwater Sustainability Plan for the Solano Subbasin.
2. Consider adoption of Collaboration Agreement for the Preparation of the Groundwater Sustainability Plan for the Solano Subbasin.

9. **THE CALIFORNIA DROUGHT, WATER, PARKS, CLIMATE, COASTAL PROTECTION, AND OUTDOOR ACCESS FOR ALL ACT OF 2018 (PROPOSITION 68)** (estimated time: 15 minutes)

RECOMMENDATIONS:

1. Hear Staff report on application for grant funds under the California Drought, Parks, Climate, Coastal Protection, and Outdoor Access For All Act (Proposition 68) for continued development of the Solano Subbasin Groundwater Sustainability Plan.
2. Consider adoption of Resolution 2019-01 in support of the California Drought, Parks, Climate, Coastal Protection, and Outdoor Access For All Act (Proposition 68) and authorize staff to apply for and if successful execute a grant agreement with the California Department of Water Resources.

10. **TIME AND PLACE OF NEXT MEETING**

Thursday, January 9, 2020 at 5:30 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/resources-management/ground-water/solano-gsa-bod

Any materials related to items on this agenda distributed to the Board of Directors of Solano Subbasin Groundwater Sustainability 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.

**SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY
BOARD OF DIRECTORS MEETING MINUTES**

MEETING DATE: July 11, 2019

The Solano Subbasin Groundwater Sustainability Agency Board of Directors met this evening at the Solano County Water Agency Offices. Present were:

Vice-Mayor Scott Pederson, City of Dixon
Mayor Ronald Kott, City of Rio Vista
Supervisor John Vasquez, Solano County District 4
Supervisor Skip Thomson, Solano County District 5
Director Jack Caldwell, Cal Water Services-Dixon
Director Spencer Bei, Dixon Resource Conservation District
Director John Rotteveel, Solano County Farm Bureau
Director Russ Lester, Solano County Agricultural Advisory Committee

CALL TO ORDER

The meeting was called to order at 5:30 p.m. by Chairman Kott.

APPROVAL OF AGENDA

Staff pointed out that there was a numbering error on the agenda, Board Member Reports should have been numbered as item 6.

On a motion by Vice-Mayor Pederson and a second by Director Caldwell, the Board unanimously approved the Agenda.

PUBLIC COMMENT

There were no public comments.

CONSENT ITEMS

On a motion by Supervisor Thomson and a second by Director Bei, the Board unanimously approved Consent Item 5(a) Minutes.

BOARD MEMBER REPORTS

There were no Board member reports.

SECRETARY/TREASURER REPORT

Staff had nothing to add to the written report.

BUDGET FOR FISCAL YEAR 2019-2020

Staff provided a summary of the Agency's Budget for Fiscal Year 2019-2020. The bulk of expenditures will come from consultant costs in developing the Groundwater Sustainability Plan. The bulk of revenue will come from the 2017 Sustainable Groundwater Planning Grant. Reserves are expected to be approximately \$397,000.

On a motion by Supervisor Thomson and a second by Supervisor Vasquez, the Board unanimously approved the Budget for Fiscal Year 2019-2020.

TIME AND PLACE OF NEXT MEETING

The time and place of the next meeting is Thursday, September 12, 2019 at 5:30 p.m., at the SCWA offices.

ADJOURNMENT

This meeting of the Solano Subbasin Groundwater Sustainability Agency Board of Directors was adjourned at 5:37 p.m.

Roland Sanford
Secretary to the Solano Subbasin
Groundwater Sustainability Agency

SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

MEMORANDUM

TO: Board of Directors

FROM: Roland Sanford, Secretary to the Board of Directors

DATE: November 14, 2019

SUBJECT: November General Managers Report

Solano Collaborative and the Northern Delta GSA

As the Board of Directors is aware, the collective Groundwater Sustainability Agencies (GSAs) working together to develop a Groundwater Sustainability Plan (GSP) for the Solano Subbasin are known as the Solano Collaborative. The Solano Collaborative is made up of the Solano GSA, City of Vacaville GSA, Sacramento County GSA, Solano Irrigation District GSA, and the Northern Delta GSA (NDGSA). There are some major changes happening at the Northern Delta GSA that may affect the Solano Collaborative.

The NDGSA was officially formed in early 2018 for the purpose of acting as the GSA for the northern portions of the Sacramento-San Joaquin River Delta, primarily to achieve compliance with SGMA. The NDGSA is a Joint Powers Agency formed by 17 local agencies (9 of which are in the Solano Subbasin), each with water management responsibilities. The individual agencies were formed to manage water for flood, irrigation, and drainage within their local area, typically an area encompassing a single island in the Sacramento-San Joaquin Delta. Almost all of these agencies are Reclamation Districts (RDs), each formed a GSA and later joined the NDGSA effort.

Recently, a number of these RDs, RD 3, RD 317, RD 407, RD 554, RD 556, RD 2111 and RD 2067 have decided to leave the NDGSA. As all of this has happened very recently, none of the RDs have made any announcements on how or if they intend to participate in the Solano Subbasin GSP development process. NDGSA still represents two RDs in the Solano Subbasin, 349 and 501. Of these RDs in the Solano Subbasin, only RD 501 is in Solano County, all of the others are in Sacramento County.

Staff will work with the NDGSA and each of these individual RDs to determine if and how they want to participate in the GSP process. Early indication is that at least some of the RDs are content to defer to the existing process and let it play out as groundwater has very little bearing on their operations.

Groundwater Sustainability Plan Update

Progress on the Solano Subbasin GSP continues. The GSP must be submitted to the Department of Water Resources by January 31, 2022.

The attached table summarizes the consultant work done to date on the GSP.

All work is progressing as planned, with the exception of the overall Water Budget. The Water Budget is taking more time than anticipated as both the DWR and U.S.G.S groundwater models have still not been released. A complete look at the Solano Subbasin Water Budget will likely be done by next fall instead of next summer. Work recently completed: refining draft geologic cross sections in the vicinity of Putah Creek; continued surface water budget and root zone modeling; and continued mining of water budget related data from local agencies.

Solano Groundwater Sustainability Plan Website

Continuous updates are being made to the Solano Groundwater Sustainability Plan website. The address for the website is:

<http://www.solanogsp.com>



SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY PLAN STATUS REPORT

DWR Grant Agreement No.:

LSCE Team Solano Subbasin Groundwater Sustainability Plan Tasks	Work Conducted in October 2019	Work Planned in November 2019	Percent of Budget Expended (Task Level)	Completed
TASK 1 PROJECT MANAGEMENT [Timeline: Ongoing]				
1.1. Preparation of Project Updates, Reports, Invoices and Reimbursements			21.86%	
1.2. Project Management by Consultant				
TASK 2 OUTLINE/ INTRODUCTION/ EXECUTIVE SUMMARY (ES; CH 1) [Timeline: Introduction Q2 2019; Executive Summary Q1 2021]				
2.1. Executive Summary		Ongoing Solano Collaborative meetings (including planning meetings)		
2.2. Prepare GSP Chapter 1.0 Introduction				
2.3 Meeting Attendance (Intro; Executive Summary)	Ongoing Solano Collaborative meetings (including planning meetings) Discuss with Sachi Ch. 1	Prepare required GSP figures (Plan Area, Jurisdictional boundaries, land use and planned land use, water use sector and water sources, well density maps)	53.37%	
TASK 3 PLAN AREA/ HCM/ GW-SW CONDITIONS/ WATER BUDGETS/ GW-SW MODELING (CH 2-5) [Timeline: Plan Area Q3 2019; HCM Q3 2019; SW/GW Conditions Q3 2019; Prelim. Surface Activity Water Budget Q2 2019; Water Budgets Q2 2020]				
3.1. Description of the Plan Area				
3.2: Hydrogeologic Conceptual Model				
3.3: Historical and Current Groundwater Conditions				
3.4 Surface Activity Water Budget and Root Zone Model		Surface Activity Water Budget and Root Zone Modeling continuing. Quantify Period/Current/Project Water Budget Components.		
3.5. Groundwater Model Evaluation and Identify Refinement Needs	Refine draft geologic cross sections in the vicinity of Putah Creek, particularly related to western boundary of Subbasin.	Obtain additional water budget related data from GSA representatives.		
3.6. SW/GW Model Development--Minimal Existing Model Refinement				
3.7 Quantify Period/Current/Projected Water Budget Components		Prepare required GSP figures (topography with surface water features and points of delivery for imported water; surficial geology; cross section location map; multiple geologic cross sections; 3D subbasin depiction; soil characteristics; map of recharge potential; representative hydrographs; maps for selected water quality constituents; subsidence monitoring locations; surface water monitoring locations)	18.06%	
3.8 Solano Model Report	Surface Activity Water Budget and Root Zone Modeling continuing. Quantify Period/Current/Project Water Budget Components.			
3.9. Management Areas: Consideration of need for MA water budgets	Obtain additional water budget related data from GSA representatives.			
3.10. Management Areas Information/Report (as needed)				
3.11: Plan Preparation: Basin Setting				
3.12. Prepare Ch 10: References and Technical Studies Description				
3.13. Meeting attendance (Basin Setting, GW Conditions, Models, Management Area Considerations)				



SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY PLAN STATUS REPORT

DWR Grant Agreement No.:

LSCE Team Solano Subbasin Groundwater Sustainability Plan Tasks	Work Conducted in October 2019	Work Planned in November 2019	Percent of Budget Expended (Task Level)	Completed
TASK 4 SUSTAINABLE MANAGEMENT CRITERIA AND REPORTING (CH 6-7) [Timeline: Sustainability Criteria Q3 2020; Data Management and Reporting Q3 2020]				
4.1. Sustainability Goal				
4.2. Undesirable Results				
4.3. Minimum Thresholds				
4.4. Measurable Objectives	Coordinate with GSAs re re-recruitment of monitoring wells that DWR has ceased monitoring.	Coordinate with GSAs re re-recruitment of monitoring wells that DWR has ceased monitoring.	7.32%	
4.5: Assessment and Description of Monitoring Network				
4.6: Monitoring Protocols for Data Collection and Monitoring	Coordinate with Ag Innovations and TFT re outreach for volunteered wells (potential monitoring well candidates) for data gap area.	Coordinate with Ag Innovations and TFT re outreach for volunteered wells (potential monitoring well candidates) for data gap area.		
4.7: Representative Monitoring				
4.8: Data Management and Reporting of Monitoring Data to DWR				
4.9 Meeting attendance (Sustainability Criteria)				
TASK 5 AND 6 PROJECTS AND MANAGEMENT ACTIONS AND IMPLEMENTATION PLAN (CH 8-10) [Timeline: Projects and Management Actions Q4 2020; Implementation Plan and References Q1 2021]				
5.1. Identify and Describe Projects and Management Actions			8.70%	
5.2. The Freshwater Trust Project Coordination				
6.1. Implementation Plan			0.00%	
6.2 Meeting attendance (Implementation Plan)				
TASK 7 GSP DOCUMENTATION (ADMIN DRAFT, DRAFT AND FINAL GSP) [Timeline: Admin Draft through Final Q1-Q3 2021]				
7.1. Administrative Draft GSP			0.00%	
7.2. Final Draft GSP				
7.3. Final GSP				
7.4 Meeting attendance (Present GSP Contents)				
OUTREACH AND MEETINGS [Timeline: Ongoing]				
8.1 Website and Communication Tool Development-- Technical support to provide content			12.21%	
8.2 Stakeholder Outreach Preparation- Task 2.3.				
8.3 Stakeholder Outreach Preparation- Task 3.13.				
8.4 Stakeholder Outreach Preparation- Task 4.9. (Sustainability Criteria)				
8.5 Stakeholder Outreach Preparation- Task 5.1 (Projects and Mgt Actions)				
8.6 Stakeholder Outreach Preparation- Task 6.2 (Ch. 9 Implementation Plan)				
8.7 Stakeholder Outreach Preparation- Task 7.4 (Present GSP Content)				

**ACTION OF
SOLANO GROUNDWATER SUSTAINABILITY AGENCY**

DATE: November 14, 2019

SUBJECT: Collaboration Agreement for the Preparation of the Groundwater Sustainability Plan for the Solano Subbasin

RECOMMENDATION:

1. Hear Staff report on Collaboration Agreement for the Preparation of the Groundwater Sustainability Plan for the Solano Subbasin.
2. Consider adoption of Collaboration Agreement for the Preparation of the Groundwater Sustainability Plan for the Solano Subbasin.

FINANCIAL IMPACT:

None.

BACKGROUND:

The Solano GSA, in coordination with the other GSAs in the Solano Subbasin, signed a Memorandum of Understanding (MOU) for Cooperative Implementation of the Sustainable Groundwater Management Act (SGMA) in the Solano Subbasin in June of 2018. The primary purpose of that MOU was to work collaboratively in an effort to seek funding to develop a single Groundwater Sustainability Plan (GSP). The GSAs, collectively known as the Solano Collaborative, were successful in securing grant funding (Proposition 1 Sustainable Groundwater Planning Grant Program) and have been working together to develop the GSP. That MOU has an expiration date of November 29, 2019.

The Solano Collaborative has been working together for the last few months on development of a new MOU, entitled Collaboration Agreement for the Preparation of the Groundwater Sustainability Plan for the Solano Subbasin (Collaboration Agreement). The purpose of the Collaboration Agreement is to codify the Collaborative’s effort to work together on development of single GSP for the Solano Subbasin.

Key components of the Collaboration Agreement are that each of the respective GSA’s retain their roles,

Recommended: _____
Roland Sanford, Secretary

Approved as recommended

Other (see below)

Continued on next page

Modification to Recommendation and/or other actions:

I, Roland Sanford, Secretary to the Solano Groundwater Sustainability 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 November 14, 2019 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford
Secretary to the
Solano Groundwater Sustainability Agency

responsibilities, and powers as directed by SGMA. The Collaboration Agreement grants authority for staff to work on day-to-day components of the GSP but all key decisions and or policies will be brought back before each of the respective GSAs governing bodies for final consideration. The Collaboration Agreement also has an off-ramp should one or more GSAs decide to do their own GSP, with requirements that all GSPs utilize the same data and analysis and requires development of a Coordination Agreement(s) so that the entire subbasin is compliant with all SGMA regulations.

The Collaboration Agreement has been reviewed by the Collaborative staff and their respective Counsel's, including the Solano County Water Agency's Counsel.

This Collaboration Agreement is a required deliverable for the Proposition 1 grant. This Collaboration Agreement will also be an attachment, to show collaboration in the subbasin, for the Proposition 68 grant application (Item 9).

Staff recommendation is for the Board of Directors to authorize the Chairman to sign the Collaboration Agreement. The other GSA's will be taking the Collaboration Agreement to their respective governing bodies for consideration in November and December, dependent on available meeting dates.

There is no termination date for Collaboration Agreement, however, it is likely that either an amendment or a new instrument will need to be developed to clearly define governance and decision making amongst the GSAs for the implementation phase of the GSP. Staff will draft language to this effect in early 2021, ahead of the January 31, 2022 due date for the GSP.

**COLLABORATION AGREEMENT
FOR PREPARATION OF THE GROUNDWATER SUSTAINABILITY PLAN
FOR THE SOLANO SUBBASIN**

THIS COLLABORATION AGREEMENT (**Agreement**) is entered into the ___ day of ___, 2019 (**Effective Date**), by and among the SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY (**Solano**), the CITY OF VACAVILLE GROUNDWATER SUSTAINABILITY AGENCY (**Vacaville**), the NORTHERN DELTA GROUNDWATER SUSTAINABILITY AGENCY (**North Delta**), the SOLANO IRRIGATION DISTRICT GROUNDWATER SUSTAINABILITY AGENCY (**SID**), and the SACRAMENTO COUNTY GROUNDWATER SUSTAINABILITY AGENCY (**Sacramento**), each individually a **Party** and collectively referred to as the **Parties**.

1. RECITALS.

1.1 On September 16, 2014, the Governor of the State of California signed into law the Sustainable Groundwater Management Act (**SGMA**), consisting of Senate Bills 1168 and 1319, and Assembly Bill 1739 collectively, codified at Water Code sections 10720 *et seq.*

1.2 SGMA requires that high and medium priority California groundwater basins and subbasins be managed by a Groundwater Sustainability Agency (**GSA**) or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan (**GSP**) or multiple coordinated GSPs.

1.3 Each Party overlies the Sacramento Valley - Solano Groundwater Subbasin (5 – 021) (**Basin**), as its boundaries are recognized by California's Department of Water Resources (**DWR**), and may be modified from time to time in accordance with Water Code section 10722.2.

1.4 Each Party has elected to become a GSA pursuant to SGMA.

1.5 The Parties are currently parties to a Memorandum of Understanding for Cooperative implementation of SGMA with the purpose of evaluating cost-effective strategies to develop Groundwater Sustainability Plan(s) (**GSPs**) for the entire Basin (**Prior MOU**). The Prior MOU established a GSA Coordination Committee (**Collaborative**) comprised of a person appointed by each GSA. Pursuant to the Prior MOU, Solano applied for and was awarded a \$1,000,000.00 grant from the Sustainability Groundwater Planning Grant Program for the development of a GSP in the Basin. To receive the Grant funds, a legal agreement is required demonstrating the authority to develop and implement the GSP. The Prior MOU expires in November 2019.

1.6 The Parties desire, through this Agreement, to agree to a process for development of a single GSP for the Basin, for allocation of costs related to the preparation of that GSP, and to meet the terms of, receive, and administer the Grant funding.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein and these Recitals, which are hereby incorporated herein by this reference, it is agreed by and among the Parties as follows:

2. PURPOSE AND GOALS. The purpose of this Agreement is to provide coordination among the Collaborative as the GSP is developed with respect to the following objectives:

2.1 Share information, ideas, and concerns pertaining to the SGMA process in the Basin;

2.2 Solicit and respond to input from GSA boards, the public, and stakeholder groups;

2.3 Support the development of GSP recommendations that ensure fair representation of GSA and stakeholder interests in service of the long-term sustainable protection and management of local groundwater resources;

2.4 Negotiate in good faith to achieve consensus on the development of a GSP, including the governance structure and overall implementation of a GSP for the Basin to fulfill the requirements of SGMA.

3. GUIDING PRINCIPLES. The purpose of the following guiding principles is to assist the Parties and other stakeholders to engage in a transparent and effective discussion regarding expectations for development of the GSP.

3.1 Compliance with the requirements of SGMA and subsequent law and regulations.

3.2 The Parties recognize that SGMA Section 10720.5 states: nothing in this part, or in any groundwater management plan adopted pursuant to this part, determines or alters surface water rights or groundwater rights under common law or any provision of law that determines or grants surface water rights.

3.3 The Parties seek to develop a GSP that is explicitly collaborative, and agree that the best results for the GSP will come when all stakeholders engage in an effective process that finds solutions that respect various interests.

3.4 Open and transparent sharing of data and knowledge between all GSAs, partners and stakeholders (with appropriate exceptions for confidential data).

3.5 Fact-based decision-making.

3.6 Prudent exercise of SGMA GSA authority.

3.7 Local management of the distinct water regions within the Basin, acknowledging that the best solutions to managing groundwater come from those who are closest geographically to the unique hydrology of the Basin, and therefore agree to consider creating and supporting a GSP with multiple management areas if needed. Management Areas coincident with GSA

jurisdictional boundaries may be most effective and efficient. The GSP will define Management and/or Special Management Areas.

3.8 SGMA is just one of many efforts to better manage water resources in the Basin and the Parties intend to find the potential synergies between all these efforts to both reduce costs and maximize benefits.

3.9 Cost for the development of the GSP will be shared equitably within the Basin, as appropriate.

3.10 Cost for implementing the GSP shall be allocated to individual GSAs and management areas as appropriate.

3.11 The Parties agree to maximize the groundwater recharge capacity of the Basin through actions taken in furtherance of the GSP. Using the best available data, the GSP shall assign credits for to those who augment the native groundwater yield and quality where appropriate.

4. POWERS RESERVED TO THE PARTIES. Each of the Parties, as an individual GSA, in their discretion, while complying with SGMA, and any subsequent laws and regulations, retain the sole and exclusive right to:

4.1 Function as a GSA or to become a GSA individually or collectively within the Party's boundaries or the Management Area managed in whole or in part by such Party.

4.2 Approve any GSP for the jurisdiction of its GSA territory.

4.3 Implement the GSP, as adopted by the GSAs that are Parties to this Agreement, in such Party's boundaries, in whole or in part by such Party.

4.4 Exercise the powers, without limitation, conferred to a GSA by SGMA.

5. ROLE OF THE COLLABORATIVE.

5.1 The Collaborative shall oversee and implement this Agreement. Each Party shall designate one appointee for the Collaborative ("**Member**"), who may be changed from time to time by a writing provided to each Party, to participate on such Party's behalf in activities undertaken by the Collaborative pursuant to this Agreement. Each Party may designate, in a writing provided to each Party, an alternate to serve as necessary. Alternates are expected to be fully briefed and able to represent the member during decision-making.

Parties may designate consultants or alternates as a Member, but the appointee may not be an elected official. Staff or consultants of each Party may also attend meetings of the Collaborative.

5.2 Each Member representative may make day-to-day decisions (e.g. meeting dates, GSP format), as delegated by their respective governing bodies. All significant aspects of

collaboration and GSP processes (e.g. sustainable yield criteria, GSP adoption, etc.) shall be presented to each GSA's respective governing body for deliberation and/or approval.

6. ADMINISTRATION. With respect to the administration of this Agreement, the Parties agree as follows:

6.1 This Agreement will be administered by the Parties through the Collaborative, consisting of one (1) Member and one (1) Alternate appointed by each of the Parties.

6.2 The Collaborative may develop recommendations, based on the agreement of the majority of the Parties. However, the governing bodies of each of the Parties will be required to approve those recommendations by resolution, or motion reflected in the official and adopted minutes of the agency, prior to them becoming effective.

6.3 Solano County Water Agency (SCWA) has accepted the role of fiscal agent for grant funds pertaining to development of the GSP on behalf of the Collaborative. SCWA staff have also been designated as the GSP Plan Manager (point of contact for DWR on all GSP matters) by the Collaborative.

6.4 The Collaborative will be facilitated by a neutral third-party group, Ag Innovations, until and unless the Collaborative chooses otherwise or current contract funding runs out (funded through SCWA). The Collaborative will discuss means to provide additional financing to support the facilitation efforts of Ag Innovations or a suitable equivalent as needed if SCWA funding ends.

7. MEETINGS OF THE COLLABORATIVE.

7.1 Timing and Notice. The Plan Manager, or any two (2) Members may call meetings of the Collaborative as needed to carry out the activities described in this Agreement. The Collaborative may, but is not required to, set a date for regular meetings for the purposes described in this Agreement.

7.2 Quorum. A majority of the Members shall constitute a quorum of the Collaborative for purposes of holding a meeting; provided, that all Members must be present at a meeting for any vote of the Collaborative on a matter described in Section 10.1 to take place. Any alternate Member shall be counted towards a quorum and as the voting representative(s) in the absence of the Member. If less than a quorum is present, the remaining Members may hear reports and discuss items on the agenda, but no action may be taken.

7.3 Minutes. The Plan Manager or appointee shall keep and prepare minutes of all meetings of the Collaborative. Notes of subcommittee and workgroup meetings shall be kept by the Plan Manger or appointee. All minutes and subcommittee and workgroup meeting notes shall be maintained by the Plan Manager.

8. COLLABORATIVE VOTING.

8.1 Each Member shall be entitled to one vote at a meeting of the Collaborative. The Member's vote shall be binding upon the Party the Member represents.

8.2 The unanimous affirmative vote of the Members is required to approve all items within the scope of the Collaborative's authority, except those identified in Sections 10.6 and 10.7, which shall be subject to approval by a majority of a quorum of the members.

8.3 Voting Procedures to Address Lack of Unanimity. When it appears likely that the Collaborative will not be able to come to unanimous decision on any matter upon for which a unanimous decision is required or upon a majority vote of a quorum of the Collaborative, the matter may be subjected to the following additional procedures.

8.3.1 Straw poll votes may be taken for the purpose of refining ideas and providing guidance to the Collaborative.

8.3.2 Provisional votes may occur prior to final votes. This provisional vote will be done when an initial vote is needed to refine a proposal but a Member wishes to consult with its governing body before making a final vote.

8.3.3 A vote shall be delayed if any Member declares his or her intention to propose an alternative or modified recommended action, to be proposed at the next meeting, or as soon thereafter as the Member can obtain any further information or clarifying direction from its governing body as needed to propose its alternative or modified recommended action.

8.3.4 If the process outlined in Section 8.3.1 through 8.3.3 fails to result in a unanimous vote, any Member not voting in favor of the recommended action may request that the vote be delayed so that the Collaborative can obtain further information on the recommended action (for example, by directing a subcommittee established under this Agreement), so the Member can obtain clarifying direction from its governing body as needed.

8.3.5 Each of the Parties acknowledges the limited time provided by SGMA to complete the GSP preparation process, and agrees to make its best efforts to cooperate with the Collaborative in coming to a unanimous vote.

9. APPROVAL BY INDIVIDUAL PARTIES. Where law or this Agreement require action or approval by the GSA, such approval shall be evidenced in writing by providing the resolution, Motion, or Minutes of their respective Boards of Directors to the Plan Manager of the Collaborative.

10. ACTIONS AND LIMITATIONS.

10.1 Authorized Actions. The Collaborative is authorized to vote upon any action reasonably required to proceed to provide guidance concerning preparation of a single GSP for the Solano Basin.

10.2 Plan Manager. The Collaborative shall direct the Plan Manager in the performance of its duties under SGMA.

10.3 Reports. Annual GSP Report and/or 5-year review of the GSP will be developed if required during the DWR GSP approval process.

10.4 Limitations. When the terms of this Agreement or applicable law require the approval of a Party, that approval shall be required and evidenced as indicated in Section 9.

10.5 GSP Approval. Notwithstanding any other provision of this Agreement, approval of a final GSP must be made by each GSA.

The following, 10.6 and 10.7, do not require a unanimous vote of the Collaborative:

10.6 The Collaborative shall assign work to subcommittees and workgroups as needed, provide guidance and feedback and ensure that subcommittees and workgroups prepare work products in a timely manner.

10.7 The Collaborative shall provide direction to its Members concerning other administrative and ministerial issues necessary for the fulfillment of the above-enumerated tasks.

11. SUBCOMMITTEES AND WORKGROUPS. The Collaborative may appoint subcommittees, workgroups, or otherwise direct staff made available by the Parties. Such subcommittees or workgroups may include qualified individuals possessing the knowledge and expertise to advance the goals of this Agreement on the topics being addressed by the subcommittee.

11.1 Work of Subcommittees and Workgroups. Tasks assigned to subcommittees, workgroups, or staff made available by the Parties may include developing technical data, supporting information, and/or recommendations on matters including, but not limited to:

11.1.1 Developing a process to update the Collaborative on the activities of the respective Parties, including the development, planning, financing, permitting, implementation, and long-term monitoring, as defined by the GSP for the Basin;

11.1.2 Subject to the oversight of the Collaborative, scheduling meetings of the subcommittee or workgroup as necessary to coordinate development and implementation of this Agreement. Attendance at these meetings may be augmented to include staff or consultants of all Parties to ensure that the appropriate expertise is available.

11.2 Subcommittee Voting. Voting at the subcommittee level shall be made by each Member in the same manner as set forth for the Collaborative. Subcommittees shall report voting results and provide information to the Collaborative but shall not be entitled to make determinations.

12. RESPONSIBILITIES OF THE PARTIES.

12.1 Exchange of Data and Information. The Parties acknowledge and recognize that in order to successfully prepare a GSP, the Parties may need to exchange information amongst and between the Parties.

12.1.1 The Parties shall exchange public and non-privileged information through collaboration and/or informal requests made at the Collaborative or through subcommittees designated by the Collaborative. However, to the extent it is necessary to make a written request for information to another Party, each Party shall designate a representative to respond to information requests and provide the name and contact information of the designee to the Collaborative. Requests may be communicated in writing and transmitted in person or by mail, facsimile machine, or other electronic means to the appropriate representative as named in this Agreement. The designated representative shall respond in a reasonably timely manner.

12.1.2 Nothing in this Agreement shall be construed to prohibit any Party from voluntarily exchanging information with any other Party by any other mechanism separate from the Collaborative.

12.1.3 The Parties agree that each Party shall provide the data required to develop the Basin-wide water budget, but, unless required by law, will not be required to provide parcel-level information in order to preserve confidentiality of individuals to the extent authorized by law, including but not limited to Water Code Section 10730.8, subdivision (b).

12.1.4 To the extent that a court order, subpoena, or the California Public Records Act is applicable to a Party, such Party in responding to such request for release of information exchanged from another Party shall notify each other Party in writing of its proposed release of information provided by any other Party in order to provide that Party or Parties the opportunity to seek a court order preventing such release of information.

12.2 Obligation to Collaborate. The Parties to this Agreement agree to work collaboratively to meet the requirements of SGMA and objectives of this Agreement to the extent mutual agreement can be achieved regarding issues as they arise during the course of the development of the GSP. Each Party is a GSA and acknowledges that it is bound by the terms of this Agreement as an individual Party.

13. DECISION-MAKING. The Collaborative is tasked to develop recommendations regarding the development of the Basin GSP, for approval by all Parties as well as vetting through a formal public input process. The Collaborative will strive for consensus (agreement among all participants) in all of its decision-making. Working toward consensus is a fundamental principle. Consensus means that all group members either fully support or can live with the decision or overall recommendations and believe that their agencies and organizations can as well. In reaching consensus, it is useful to refer to the Gradients of Agreement. This scale makes it easier for participants to be honest. Using it, members can register less-than-whole-hearted

support without fearing that their statement will be interpreted as a veto. The standard of agreement is “I can live with this proposal.”

1	2	3
Fully endorse	Endorsement with minor issues	Reject
I strongly support the proposal. (Thumbs Up)	Not my first choice, but I can live with it. (Thumbs sideways)	I am against this decision, here’s why and, if possible, here’s a proposal to move forward. (Thumbs down.)

When differences of opinion exist after extensive discussion, a straw poll will be taken using the Gradients of Agreement. Unless a Member votes to reject (level 3), the proposal will move forward. In the event a Member cannot support the proposal and votes to reject, Members will decide on the appropriate next course of action together.

14. COLLABORATION/COORDINATION. The Collaborative represents an ongoing effort toward SGMA compliance within the Basin. Staff participation in the Collaborative is part of a good faith commitment founded on the following core agreements:

14.1 Collaboration. The Parties agree to work collaboratively towards SGMA compliance within the Basin and to build upon existing frameworks, cooperation, and successful water management efforts in the Basin. Collaboration, however, shall not mean that any particular GSA is required to concede or agree to an issue, point or principal the GSA finds unacceptable.

14.2 Coordination. SGMA requires that the entire Basin be covered by one or more GSP(s). If more than one GSP is established, SGMA further requires that a coordination agreement be in place and deemed adequate by DWR. To this end, the GSAs understand that coordination and collaboration on various levels, many of which may not be clear at this time, will be essential to comply with SGMA requirements, regardless of which groundwater governance structure ultimately develops within the Basin.

14.3 Groundwater Governance. The Parties agree to work individually and collectively toward development of a single GSP for the Basin that complies with SGMA. Although a single GSP is the primary goal of this Agreement, the GSAs are not required to agree to a single GSP. Should objectionable issues, points or principals arise during the development of the GSP, a separate Coordination Agreement shall be required that complies with SGMA.

15. RESOLVING CONFLICT. The Collaborative is committed to working towards consensus in all decisions to be made regarding the GSP(s). With the help of a third-party facilitator, the Parties agree to put a good faith effort into transparently bringing their concerns, understanding one another’s interests, and working towards a solution that will meet the needs of all Parties to a level that can be “lived with”.

16. MULTIPLE GSPS. The intention of the Parties is to develop a single GSP for the Basin. However, if the Parties are unsuccessful in this endeavor, it is possible that more than one GSP will be completed for the Basin. Should any Party to this Agreement pursue an independent GSP, that Party will be required, and agrees, to coordinate with the other Parties by ensuring that that

Party's GSP utilizes the same data, methodologies, and assumptions (where appropriate) in the evaluation of the Basins Characteristics, as required by SGMA. Should any Party develop an independent GSP, they acknowledge that:

16.1 Data sharing is still effective.

16.2 A Coordination Agreement will be required by DWR and will be submitted with the multiple GSPs.

16.2.1 Every effort will be made to support the Basin to be in compliance with SGMA by January 31, 2022.

17. WITHDRAWAL. Subject to the requirements identified in SGMA, and any coordination guidelines or regulations issued by DWR, a Party may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon thirty (30) days prior written notice to the Plan Manager and all other Parties. The Plan Manager shall report any such withdrawal to DWR within five (5) days of receipt of the written notice.

17.1 The withdrawing Party shall be given all the work performed to date or work for which the withdrawing Party paid a share of including, but not limited to, memorandums, data bases, groundwater models, draft documents, pre-prepared GSP chapters or sections, etc. The departing Party will pay for costs of transfer of work to date.

17.2 Upon withdrawal, a Party has a continuing obligation to comply with SGMA and any coordination guidelines or regulations issued by DWR, including those which require a Coordination Agreement if multiple GSPs are submitted for the Basin. This obligation shall survive the withdrawal from this Agreement and is for the express benefit of the remaining Parties.

18. STAKEHOLDER ENGAGEMENT. The Parties recognize that meaningful stakeholder engagement is essential to the development of the GSP, and is required by SGMA regulations to be included in the GSP. The Parties, through the Collaborative, commit to implementing a robust process to engage public input and will work to ensure fair representation of public, agricultural, and stakeholder interests in the process. The Parties, through the Collaborative, will work closely with community groups, individuals, and stakeholders to develop a governance structure to manage groundwater in the Basin and comply with SGMA. The Parties will seek to institutionalize stakeholder engagement in the governance structure and will ensure regular, productive communication between the Parties, and stakeholder. Input from stakeholders will be included directly in the GSP, and will influence the outcomes of the GSP.

19. DATA.

19.1 Data Management. The Parties acknowledge that transparency and data sharing are fundamental components of effective resource management. The Parties will identify opportunities to enhance data management and sharing across jurisdictional and organizational boundaries. With appropriate exceptions for confidential data, the Parties will make data accessible

and shareable in order to enhance collaboration among GSAs stakeholders, increase the effectiveness of management decisions, and reduce disputes.

19.2 **Confidentiality.** The Parties acknowledge that, in connection with their mutual activities under this Agreement, each of them may share sensitive and/or confidential information with the other Parties. To the fullest extent permitted by law, each of the Parties shall maintain any confidential information, documents, or materials shared by the other Parties or mutually developed pursuant to this Agreement separately from ordinary information, documents and materials, and shall not voluntarily provide or reveal such confidential information, documents or materials to any third party. If any Party receives a request or order from a third party that the receiving Party believes requires it to disclose any such confidential information, documents or materials, the receiving Party shall (i) immediately notify the other Parties and provide them with a copy of such request or order, and (ii) notify the other Parties of any disclosure of such confidential information, documents, or materials.

20. TERM. The Parties have entered into this Agreement voluntarily, and the Agreement may not be modified except by mutual consent from the Parties, using the decision-making procedure identified herein. This Agreement shall become effective upon signature of the Parties and will remain in effect until modified or terminated by mutual consent of the Parties.

21. GOOD FAITH EFFORTS. Each Party shall use its best efforts and work wholeheartedly and in good faith for the expeditious completion of a GSP for the Basin.

22. NOTICES. Any notice or communication required or permitted hereunder shall be in writing and shall be delivered personally, delivered by nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, or sent by Electronic Transmission (subject to confirmation of such transmission). Any such notice or communication shall be deemed to have been given (i) when delivered, if personally delivered, (ii) three (3) Business Days after it is deposited with a nationally recognized overnight courier service, if sent by nationally recognized overnight courier service, (iii) the day of sending, if sent by email prior to 5:00 p.m. (PST) on any Business Day or the next succeeding Business Day if sent by email after 5:00 p.m. (PST) on any Business Day or on any day other than a Business Day or (iv) five (5) Business Days after the date of mailing, if mailed by certified or registered mail, postage prepaid, in each case, to the address or email noted below, or to such other address or addresses or emails as such party may subsequently designate to the other parties by notice given hereunder. As used in this Section, “**Business Day**” means any day other than a Saturday, Sunday or any other day on which banking institutions in the State of California are authorized by law or executive action to close.

23. COMPLIANCE WITH LAWS. In any action taken pursuant to this Agreement, the Parties shall comply with all applicable statutes, laws, and regulations, specifically including, but not limited to, SGMA and its implementing regulations, as they now exist or as they may be amended or promulgated from time to time. To the extent that this Agreement conflicts with or does not accurately reflect any applicable statutes, laws, or regulations now existing or as amended or promulgated from time to time, the laws, statutes, and regulations shall govern. To the extent that any applicable statutes, laws, or regulations are amended or newly promulgated in such a manner that causes this Agreement to conflict with, or no longer accurately reflect, such statutes,

laws, or regulations, this Agreement shall be modified, in writing, by all Parties, in order to comport with the newly amended or promulgated statutes, laws, or regulations.

24. MISCELLANEOUS.

24.1 Entire Agreement. This Agreement and items incorporated herein contain all of the agreements of the Parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. Specifically, prior MOUs entered into among some or all of the Parties, including the Prior MOU, are hereby terminated, although the Parties agree that all outstanding consultant fees, liabilities, or contract, shall be continued under the terms of this Agreement.

24.2 Amendments. No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing duly authorized by the governing bodies of all Parties.

24.3 Assignment. The rights and obligations of the Parties under this Agreement may not be assigned or delegated.

24.4 Binding Effect. This Agreement shall apply to and bind successors, contractors, subcontractors, transferees, agents, employees, and representatives of the respective Parties hereto.

24.5 Governing Law. This Agreement and all documents provided for herein and the rights and obligations of the Parties hereto shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of California (without giving effect to any choice of law principles).

24.6 Waiver. The failure of any Party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by any Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by any other Party.

24.7 Severability. If any term or provision of this Agreement is, to any extent, held invalid or unenforceable, the remainder of this Agreement shall not be affected.

24.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

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

SOLANO BASIN GROUNDWATER
SUSTAINABILITY AGENCY,
a Joint Powers Agency

CITY OF VACAVILLE, as a
Groundwater Sustainability Agency

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

NORTHERN DELTA GROUNDWATER
SUSTAINABILITY AGENCY, a Joint
Powers Agency

SOLANO IRRIGATION DISTRICT, as a
Groundwater Sustainability Agency

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

COUNTY OF SACRAMENTO, as a
Groundwater Sustainability Agency

By: _____
Name: _____
Title: _____

**ACTION OF
SOLANO GROUNDWATER SUSTAINABILITY AGENCY**

DATE: November 14, 2019

SUBJECT: Support of California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018, State Proposition 68.

RECOMMENDATION:

1. Hear Staff report on application for grant funds under the California Drought, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68), for continued development of the Solano Subbasin Groundwater Sustainability Plan.
2. Authorize Chairman to sign Resolution 2019-01 in support of the California Drought, Parks, Climate, Coastal Protection, and Outdoor Access For All Act (Proposition 68) and authorize staff to apply for and if successful execute a grant agreement with the California Department of Water Resources.

FINANCIAL IMPACT:

None.

BACKGROUND:

The Solano GSA, in coordination with the other GSAs in the Solano Subbasin, known as the Solano Collaborative (Collaborative) was successful in securing a \$1 million grant from the California Department of Water Resources (DWR) under the Sustainable Groundwater Planning Grant Program (SGWP), using funds authorized by the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) in 2017. The Collaborative is using these funds for development of the Solano Subbasin Groundwater Sustainability Plan (GSP).

Unfortunately, the cost to fully develop the GSP will exceed the amount awarded from the Proposition 1 Grant, by approximately \$500,000. To potentially remedy this funding shortfall, staff are recommending applying for additional funds under the California Drought, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68). Tasks under a potential grant application would include extended outreach, expanding our knowledge regarding data gaps within our groundwater monitoring system, and exploring potential groundwater

Recommended: _____
Roland Sanford, Secretary

<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, Secretary to the Solano Groundwater Sustainability 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 November 14, 2019 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford
Secretary to the
Solano Groundwater Sustainability Agency

recharge locations within the subbasin.

The Proposition 68 grant application will emphasize further outreach to the Disadvantaged and Severely Disadvantaged Communities (DAC and SDAC) within the Solano Subbasin. This outreach will reduce overall match requirements of the grant from 25% to 10%. Total grant ask will be \$705,000 with a grant match of \$126,100 (15% match). If awarded this grant, the additional funds should be enough to complete the GSP as well as provide for additional information regarding recharge areas. Staff are confident that in-kind hours from all Collaborative staff will meet or exceed the match requirement. Match required for the Proposition 1 grant is 99% complete.

Proposition 68 grant applications were originally due on November 1st at 1pm. On October 26th, the Governor issued a statewide emergency proclamation because of fire weather conditions. Because of this statewide emergency, DWR extended the due date of grant applications to November 15th at 1pm.

One of the Proposition 68 grant application requirements is for the lead agency to sign a resolution supporting Proposition 68 and designating specific staff to prepare and file an application and to also be able to execute a grant agreement with DWR. Resolution 2019-01 explicitly states what is required under Proposition 68 for a grant application.

Staff recommendation is for the Board of Directors to consider authorizing the Chairman to sign Resolution 2019-01, supporting Proposition 68 and authorizing staff to submit a grant application and execute an agreement with DWR if awarded a grant.

RESOLUTION 2019-01

**A RESOLUTION OF THE SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY
IN SUPPORT OF THE CALIFORNIA DROUGHT, WATER, PARKS, CLIMATE, COASTAL
PROTECTION, AND OUTDOOR ACCESS FOR ALL ACT OF 2018 (PROPOSITION 68)**

WHEREAS, the Sustainable Groundwater Management Act became law in 2014, and;

WHEREAS, Solano Subbasin, as defined by the California Department of Water Resources in Bulletin 2018, is subject to the Sustainable Groundwater Management Act, and;

WHEREAS, the Solano Subbasin Groundwater Sustainability Agency has been formed and is preparing a Groundwater Sustainability Plan for the Solano Subbasin, pursuant to the Sustainable Groundwater Management Act, and;

WHEREAS, the Agency supports State Proposition 68, more formally known as the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, and;

WHEREAS, the Solano Groundwater Sustainability Agency is actively seeking additional funds to complete the Solano Subbasin Groundwater Sustainability Plan mandated by the Sustainable Groundwater Management Act;

WHEREAS, the Agency Secretary/Treasurer is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with the California Department of Water Resources;

NOW THEREFORE BE IT RESOLVED that the Solano Subbasin Groundwater Sustainability Agency supports Proposition 68 and will apply for a grant to assist in completing the Solano GSP.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Agency on the 14th day of November, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

DATED: November 14, 2019

**Chair, Board of Directors
Solano GSA**

ATTEST

**Roland Sanford,
Secretary/Treasurer to the Board of Directors**