

SOLANO SUBBASIN

GROUNDWATER SUSTAINABILITY AGENCY

BOARD OF DIRECTORS:

Chair:

Director Dale Crossley
Reclamation District No. 2068

Vice Chair:

Supervisor Mitch Mashburn
Solano County District 5

DIRECTORS:

Mayor Steve Bird
City of Dixon

Mayor Ron Kott
City of Rio Vista

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

Director Sean Favero
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, July 14, 2022

TIME: 5:00 P.M.

PLACE: SCWA BOD Room

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 June 9, 2022.

(B) Contract Amendment with Luhdorff & Scalmanini: Authorize General Manager to execute contract amendment with Luhdorff & Scalmanini-scope of work revisions to Charge Report Study.

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. **GROUNDWATER SUSTAINABILITY PLAN CONSISTENCY CRITERIA POLICY FOR WELL CONSTRUCTION APPLICATIONS PURSUANT TO EXECUTIVE ORDER N-7-22**
(estimated time: 10 minutes)

RECOMMENDATIONS:

1. Receive Staff report.
2. Consider adoption of Groundwater Sustainability Plan Consistency Criteria Policy for Well Construction Applications Pursuant to Executive Order N-7-22.

9. **PUBLIC HEARING ON PROPOSED PROPOSITION 218 CHARGE FOR LONG-TERM FUNDING OF THE SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY PLAN** (Government Code §53855 and Article XIII D, Section 6(a)(1) of the California Constitution) (*estimated time: 60 minutes*)

RECOMMENDATIONS:

1. Board Chair to open Public Hearing.
2. Receive staff report.
3. Public Testimony.
4. Board discussion on item.
5. Board Chair to close Public Hearing.
6. Announcement of total protests received.

10. **ADOPTION OF PROPOSITION 218 CHARGE FOR LONG-TERM FUNDING OF THE SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY PLAN** (Government Code §53855 and Article XIII D, Section 6(a)(1) of the California Constitution) (*estimated time: 10 minutes*)

RECOMMENDATION:

1. Consider adoption of Proposition 218 Charge for long-term funding of Solano Subbasin Groundwater Sustainability Plan.

11. **COLLABORATION AGREEMENT FOR IMPLEMENTATION OF THE GROUNDWATER SUSTAINABILITY PLAN FOR THE SOLANO SUBBASIN** (*estimated time: 10 minutes*)

RECOMMENDATIONS:

1. Receive staff report.
2. Consider adoption of Collaboration Agreement for Implementation of the Groundwater Sustainability Plan for the Solano Subbasin.

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

Thursday, August 11, 2022, at 5:00 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

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

MEETING DATE: June 9, 2022

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

Mayor Steve Bird, City of Dixon
Mayor Ron Kott, City of Rio Vista
Supervisor John Vasquez, Solano County District 4
Supervisor Mitch Mashburn, Solano County District 5
Director Balasek, Solano Resource Conservation District
Director Spencer Bei, Dixon Resource Conservation District
Director Dale Crossley, Reclamation District 2068

CALL TO ORDER

The meeting was called to order at 5:00 p.m. by Chairman Crossley.

APPROVAL OF AGENDA

On a motion by Supervisor Vasquez and a second by Director Crossley the Board unanimously approved-by roll call vote-the Agenda.

PUBLIC COMMENT

There were no public comments.

CONSENT ITEMS

Staff noted a clarification on the minutes from the May 12th meeting, Supervisor Mashburn attended the meeting, but it was not shown in the minutes, On a motion by Supervisor Mashburn and a second by Mayor Kott the Board approved-by roll call vote the following:

(A) Minutes-as amended.

BOARD MEMBER REPORTS

There were no Board member reports.

SECRETARY/TREASURER REPORT

In addition to the written report, staff passed out a press release published earlier today, authorized by the Board Chair, regarding the Proposition 218 notices sent out to landowners. The press release

also provided information on the June 29th Virtual Town Hall on the Groundwater Sustainability Plan long-term funding.

BUDGET IMPLEMENTATION ACTIONS

The Board asked that items 9a and 9b be discussed with the proposed budget as there are several questions that interrelate to all three items.

For 9a, staff are seeking authorization to make payments of bills for Fiscal Year 2022-2023 within budgeted amounts. This would include payments for: Payments related to consultants and contractors of Board approved contracts; Payments to legal counsel; Payments to ACWA-JPIA for insurance; and Payments for expenses associated with Board approved Grants.

For 9b, staff are seeking authorization for the General Manager to execute agreements with Ag Innovations, for Groundwater Sustainability Plan (GSP) Facilitation Services for \$49,964; The Freshwater Trust, for GSP Tools and Data Analysis for \$119,715; and Luhdorff & Scalmanini Consulting Engineers, for GSP implementation actions for \$224,316. There is some overlap between the work from the different consultants as they will all be working towards GSP implementation.

For Ag Innovations, their scope of work covers: GSA Collaborative meeting support; Public outreach; Tribal engagement and outreach; Inter-basin coordination; and Contract management. We were also able to get the Department of Water Resources to fund them for an additional \$100,000 through another Facilitation Support Services (FSS) grant to cover additional outreach and education.

The Board asked how much of this agreement would be going towards keeping us in compliance with GSP requirements.

Staff stated that they requested that Ag Innovation base their scope of work on SGMA and GSP related compliance actions. The grant portion would cover additional outreach and education beyond what is required such as assisting with additional landowner meetings and GSA meetings.

The Board asked if the agreement with The Freshwater Trust was vital for implementing the GSP.

For The Freshwater Trust, they have created a tool called Basin Scout that can be used at the field level to optimize crops and irrigation practices for landowners. It is a tool that could also help with future grant opportunities, assisting with analysis of capturing rainwater or flood water on fields and how that would recharge the subbasin. That work was funded by the Solano County Water Agency. Their scope of work for this year will include: Interactive workshops and partner demonstrations; Data updates; and Updates to the field level application and web interface. This is not directly tied to SGMA and GSP compliance. It is related but would go more towards additional outreach and education materials for our stakeholders.

Staff stated that the work would be complimentary to the GSP and a continuation of the tool, Basin Scout, already funded created for the Solano Subbasin. It would be a tool that landowners could use to optimize irrigation and crops.

The Board asked if there would be any consequences of not funding this work right now.

Staff stated that it would not impact GSP implementation. It would be a tool that we could utilize with landowners potentially at a future date. We have the tool, but no funding to show landowners or the Resource Conservation Districts how to use it. We would like to know if this would be a useful tool for the Solano Subbasin.

The Board asked if this task would change the amount of the charge for landowners to implement the GSP.

Staff stated that the charge amount would not change, the recommendation would be to fund this task through reserve funds.

The Board stated that anything we can do to show growers and ranchers we are trying to help them is a good message. It will be critical in the first couple of years. Everyone will be scrutinizing the plan and what they get out of it. The more tools we can provide the better.

Bryan Busch, General Manager of Reclamation District 2068 commented that most of the people paying the charge don't want the Cadillac version, they want the bare minimum. If you could reduce this budget, then you could collect less on the charge. There is no need for this tool. It seems as if this just an advertisement for The Freshwater Trust. If the Water Agency wants to pay for it they should pay for it. Also, for Ag Innovations, it sounds like in total, there would be \$150,000 in their budget. Is there a cost share requirement, is that why we are paying them \$50,000? If there is no cost share, why don't we just use them for the outreach that is required under the plan.

Staff stated that there is no match requirement for the FSS grant. The scope of work for Ag Innovations covers only GSP compliance actions that the FSS grant cannot cover per state guidelines.

Misty Kaltreider, Solano County, asked if this tool could be used to determine potential groundwater recharge areas. If so, this would be very useful during a prolonged drought and incredibly important to identify areas of recharge in the subbasin.

Staff stated that Basin Scout can help with recharge areas and would be useful for future grant applications.

Bryan Busch stated that there is a line item in the Luhdorff & Scalmani budget for looking at the northwest focus area. The people in that area should be paying for those costs, not everyone. This Board should be looking to pare down this budget as much as possible. There are people not benefiting from this and should not be paying into it.

The Board stated that everyone does benefit from this plan. If we don't have our own plan, the state will come in and do their own. The work that we can do up front will benefit everyone. The Water Agency has provided a lot of funding towards the GSP and this GSA. Every member agency of the Water Agency has contributed towards this subbasin, which only covers half of the County. There are other agencies that have helped that do not benefit from this plan.

The Board Chair made a motion to remove the agreement with The Freshwater Trust. There was a question from the Board if the motion was to defer or remove that contract, and if it was deferred, when do we bring that back to look at it.

Staff suggested that perhaps we pull that contract from this item and bring The Freshwater Trust to a future Board meeting to give a presentation on Basin Scout and the new proposed scope of work, how that might benefit local stakeholders, to give the Board more information to consider on how to proceed.

For Luhdorff & Scalmanini, their scope of work covers: Annual Report for Solano Subbasin (includes water use accounting for all sectors); Monitoring Network Coordination Support and Addressing Data Gaps; Ongoing Evaluation and Tracking of Local Groundwater Conditions in the Northwest Focus Area; Model Updates and Application; DWR Grant Application Support; Meeting Support; and On-Call SGMA Technical Assistance.

Mayor Kott amended the original motion, the original motioner agreed to the amendment, to approve item 9a, 9b, numbers 1 and 3, and to defer number 2 to a later date, there was a second by Supervisor Vasquez, the Board unanimously approved-by roll call vote- authorization of staff to pay bills of items in the approved budget and authorization for the General Manager to execute agreements with Ag Innovations and Luhdorff & Scalmanini.

SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY
BUDGET FOR FISCAL YEAR 2022-2023

Staff stated that the proposed Fiscal Year 2022-2023 budget includes funding to implement the Groundwater Sustainability Plan (GSP), provide outreach and education to stakeholders within the subbasin, and for membership to ACWA and insurance through the ACWA-JPIA for the Agency. The Agency does not pay any employee salaries, rent for office space, or costs for office equipment. Total expenses for FY 2022-2023 are estimated to be \$554,650.

Please note that we are setting aside funding each year for the 5-year updates, so you may see a difference in annual revenues and expenditures.

The bulk of revenues are anticipated to be from GSP Long-Term Funding through the Proposition 218 charge of approximately \$547,291. Additional revenues are from the Solano Collaborative Groundwater Sustainability Agency's cost share contribution toward GSP implementation of approximately \$112,482.

Staff will seek out grant funding to try to offset GSP implementation costs where possible. We will also seek grant funding for projects if there are willing landowners who would like to capture flood or rainwater and leave on their fields for a while to percolate into the subbasin.

Expected reserves at the start of Fiscal Year 2022-2023 will be approximately \$201,000.

Expected reserves at the end of the Fiscal Year 2022-2023 will be approximately \$306,123.

Bryan Busch asked where do these numbers come from, the contracts just approved do not come close to the total number.

Staff stated that the costs for GSP implementation actions are derived from the estimates we had to provide in the plan to DWR. As was mentioned earlier, the 5-year updates are a large undertaking and the GSAs do not have the professional staff to do those updates. Some funding is put aside each year for those 5-year updates, which is where most of the differences in numbers play out. As we move forward, we will have a better understanding of actual costs and those will be noted for the next budget.

Chair Crossley made a motion to adopt the budget as proposed and ask that staff look to keep GSA costs to those needed to meet SGMA and GSP compliance, the motion was seconded by Director Bei, the Board unanimously approved-by roll call vote the proposed budget.

PROCUREMENT POLICY

California law requires local agencies to adopt policies and procedures for the acquisition of materials, supplies, equipment, and services. The Agency's draft Procurement Policy is attached for review and potential adoption.

In the near future, it is likely that the Agency would only avail of services during the first year or two of implementation of the Groundwater Sustainability Plan. However, that may change, so the draft Procurement Policy includes procedures for all potential acquisitions of materials, supplies, and equipment, up to and including construction projects if funding becomes available in the future.

The draft Procurement Policy would authorize the General Manager to issue contracts up to \$45,000 without prior Board approval and to issue Purchase Orders up to \$10,000.

This is in line with other similar agencies within Solano County.

There was discussion about the limits on no-bid projects. If the numbers are too low, we could see a real issue since we meet once a month. The policy could be amended if there are any issues. Staff were asked to track expenses and add to the monthly reports.

On a motion by Supervisor Vasquez and a second by Mayor Kott the unanimously approved-by roll call vote the Procurement Policy.

**GROUNDWATER SUSTAINABILITY PLAN
IMPLEMENTATION FUNDING DISCUSSION**

Staff gave an update on status of GSP implementation over the last month. Staff have had numerous calls with landowners on the GSP charge. Staff have provided presentations on the charge to both the Solano Resource Conservation District and the Dixon Resource Conservation District. As was mentioned earlier, staff also put out a press release to provide additional information to stakeholders on why the charge was necessary and what it was paying for. What we wanted to do at this time is to give stakeholders another opportunity to ask questions or voice any comments or concerns they may have on this process.

There is also a Virtual Town Hall set for June 29th for additional information. The zoom information for that meeting can be found on the Solano GSP website.

The Board Chair opened the discussion for stakeholders to speak.

Peter Timm commented that he and his sisters have interest in several properties in the Solano Subbasin. We all support saving water. It seems to us as we look at the \$2.79 per acre that could be a lot of money on dry land pasture that might have one small well. Have you taken something like that into consideration? What is being done to make this more equitable? There are properties in Reclamation District 2068 that use surface water and have no wells. We also have property in Solano Irrigation District that receives surface water. There is a small well for three houses and some cattle. That makes quite a difference in what we would have to pay for a property of 160 acres producing tomatoes. That property has more income, but the price is still the same. Are you going to take these types of situations into consideration? Or will there be some variation in fees?

The Board responded that these questions have come up to numerous Board members. As was mentioned, there have been some real time constraints in this whole process. We thought this was the fairest way of making sure we had the funded needed to maintain local control. We could look at tiered charges in the future, which has been a discussion at this Board. With the time we had, we thought a flat rate made the most sense with the caveat that we could look at a tiered rate in the future. In order for us to get this plan moving forward and not allow the state to come in and charge a lot more that is what we had to look at.

Staff have been directed to start working with other agencies to gather data at the parcel level, to bring that information back to this Board for future consideration.

Arley Dann commented that she read through the notice that was sent out and what little was online and could not figure out how we would do worse under the state. If you own property that has no well on it, we would not pay anything if the state came in. We don't understand the logic of all this.

The Board responded that everyone in the subbasin is in the plan. Whatever it costs to implement the plan, all stakeholders in the subbasin benefit. Under the state, you may get charged less per acre, maybe more, but every domestic well would be charged \$100, every agricultural well would be charged \$300, and then would be \$55 charged for every acre foot of groundwater used.

The Board is looking to reduce the cost per acre. We do not have the parcel level data at this time to do that. We are looking at a 5-year funding mechanism to give us enough time to gather the data. If we only did a 2-year funding mechanism, we may have to start over again if we do not have the data collected in time. No one is thrilled to have to do this charge, but it is necessary to comply with the state mandate and also maintain local control. If we have the necessary data to look at a graduated charge in 2 years, we can do a new Proposition 218 process at that time.

Susan Timm commented that she agreed with the comments her brother and sister just made. This seem unfair and do not agree that the state is all the hard to work with. If we want to turn in those protest forms, can we do it anytime?

Staff responded that the forms can be mailed to our office or turned in at the July 14th meeting.

The Board stated that a lot of the Board members are growers and ranchers and face the same issues with charges that have been stated by the public. There is no easy answer, but given the time constraints from the state mandate, this Proposition 218 charge is the best path forward to make sure we comply with the law and still maintain local control. We have already directed staff to start gathering data for a potential graduated charge. This Board is trying to do what is right for everyone in the subbasin.

TIME AND PLACE OF NEXT MEETING

The time and place of the next meeting is Thursday, July 14, 2022, at 5:00 p.m.

ADJOURNMENT

This meeting of the Solano Subbasin Groundwater Sustainability Agency Board of Directors was adjourned at 6:08 p.m.

Roland Sanford
Secretary to the Solano Subbasin
Groundwater Sustainability Agency

**ACTION OF
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY**

DATE: July 14, 2022

SUBJECT: Contract Amendment with Lohdorff & Scalmanini Consulting Engineers

RECOMMENDATIONS:

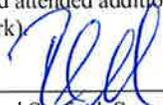
Authorize General Manager to execute contract amendment with Lohdorff & Scalmanini Consulting Engineers for Solano Subbasin Rate Study.

FINANCIAL IMPACT:

Increase contract amount by \$14,000; from \$83,000 to \$97,000. There is adequate funding in the FY 2022-2023 Agency budget for this expenditure.

BACKGROUND:

Lohdorff & Scalmanini Consulting Engineers' (LSCE) original scope of work focused on completing the Solano Subbasin Rate Study (Rate Study). At direction from the Board, LSCE developed additional funding alternatives for the Rate Study and attended additional Board meetings and an additional Virtual Town Hall meeting (see attached scope of work).

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 July 14, 2022, by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford,
Secretary to the Solano Groundwater Sustainability Agency

SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NUMBER: 1

CONTRACTOR: Luhdorff & Scalmanini Consulting Engineers

EFFECTIVE DATE: July 14, 2022

PROJECT: Rate Study for Solano Subbasin

DESCRIPTION OF AMENDMENT:

1. Increase agreement amount by \$14,000 from \$83,000 to \$97,000.
2. Extend time of performance to December 31, 2022.

SIGNATURES:

Solano Subbasin
Groundwater Sustainability Agency
a Public Agency

Luhdorff & Scalmanini
Consulting Engineers

By: _____
Roland Sanford,
General Manager

By: _____
Vicki Kretsinger Grabert,
President



July 6, 2022
Project No. 22-027

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

SUBJECT: 2022 Rate Study for Solano Subbasin – Amendment

Dear Mr. Lee:

Luhdorff and Scalmanini, Consulting Engineers (LSCE) has been assisting the Solano Groundwater Sustainability Agency (GSA), on behalf of the Solano Collaborative (Collaborative), with preparing the 2022 Rate Study for the Solano Subbasin. The Rate Study is being performed to ensure compliance with the Proposition 218 process requirements and industry standards established through similar fees established by other GSAs throughout California.

The originally authorized budget of \$83,000 covered five tasks shown in Table 1. Four of these tasks are nearly complete. Key remaining work includes the Proposition 218 public hearing on July 14, followed by the final adjustments to the assessment roll with adequate notice to the Solano County Auditor's Office following the public hearing for fee adoption.

During the development of the Rate Study, numerous meetings were held, including with the Collaborative (all the key GSAs), stakeholders (including Town Halls), and the Solano Subbasin GSA. These meetings were a very important part of the education, information, and decision-making process to arrive at the specific focus of the Proposition 218 process during 2022 on the Solano Subbasin GSA area. These meetings also included preparatory meetings with the facilitation team (Ag Innovations), the technical team, and legal counsel. As shown in Table 1 below, budgets for Task 1 and 4 exceeded the originally estimated budgets for those tasks. The amounts exceeding the budgets for these two tasks include Task 1 (\$4,997.50) and Task 4 (\$10,647.00), which is a total of \$15,644.50. With the Tasks 2 and 3 budgets slightly above and slightly below the original budgets for those tasks, the exceedance relative to Tasks 1 through 4 is \$14,183.25. No budget has been expended yet on Task 5.

We estimate the work remaining to be completed will require budget for a meeting with Ag Innovations on July 12 to prepare for the public hearing, in-person presence by Jacques DeBra at the July 14 public hearing, and final adjustments to the assessment roll following the public hearing. We are requesting a budget amendment of \$14,000 (rounded amount of the exceedance), which would address the budget exceedance and would leave some budget remaining in Task 5 to complete the work. The work to complete the Rate Study would be performed at the same rates included in the original contract.

Table 1. 2022 Rate Study for Solano Subbasin and Expended Budget to Date

Task #	Task Name	Budget	Spent to Date	Remaining balance as of 6/30/2022
1	Coordination and Communications	\$11,000.00	\$15,997.50	\$(4,997.50)
2	Assessment and Parcel Evaluation	\$15,000.00	\$15,293.50	\$(293.50)
3	Prepare Engineer's Report	\$28,000.00	\$26,245.25	\$1,754.75
4	Public Outreach	\$22,000.00	\$32,647.00	\$(10,647.00)
5	Final Assessment Levies	\$7,000.00	\$ -	\$7,000.00
	Total	\$83,000.00	\$90,183.25	\$(7,183.25)

Please let us know if you have any questions, or if there is a need for additional information.

Sincerely,

LUHDORFF & SCALMANINI
CONSULTING ENGINEERS



Vicki Kretsinger Grabert
President

SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

MEMORANDUM

TO: Board of Directors

FROM: Roland Sanford, Secretary to the Board of Directors *RS*

DATE: July 7, 2022

SUBJECT: July General Manager/Secretary Report

Groundwater Sustainability Plan Long-Term Funding

Notices for the Solano Groundwater Sustainability Agency (GSA) Proposition 218 Charge for Long-Term Funding of the Solano Subbasin Groundwater Sustainability Plan (GSP) were mailed on May 26, 2022. Within the boundaries of the Solano GSA, approximately 2,194 notices were mailed out. Copies of the protest form can be obtained at the offices of the Solano County Water Agency in Vacaville.

Groundwater Sustainability Plan-Virtual Town Hall

To provide more education and outreach for stakeholders on GSP Long-Term Funding, a Virtual Town Hall meeting was held on June 29th from 5:30-7:00 pm. There were approximately seventy-five stakeholders who participated virtually. Approximately fifty questions were asked, mostly about the proposed charge for GSP long-term funding. Half of the questions were answered during the meeting, answers to the questions that were not addressed due to time constraints will be posted on the Solano GSP website along with a recording of the entire meeting.

The meeting objectives were:

- Describe how implementation costs were determined (high-level)
- Describe and share approach to charge with stakeholders
 - Help stakeholders learn who will pay charges and amounts
 - Share why this is important and how stakeholders can get more involved
- Provide and other implementation updates as appropriate

Executive Order N-7-22

To date, staff have provided four emergency consistency certifications for replacement wells under the emergency provisions of Resolution 2022-01, signed by the Board at their April 28th meeting. There are approximately five well applications pending for new wells.

Staff have drafted a Consistency Criteria Policy for the Board to consider which will accommodate all well applications under Executive Order N-7-22.

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>

**ACTION OF
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY**

DATE: July 14, 2022

SUBJECT: Groundwater Sustainability Plan Consistency Criteria Policy for Well Construction Applications Pursuant to Executive Order N-7-22

RECOMMENDATIONS:

Adopt Groundwater Sustainability Plan Consistency Criteria Policy for Well Construction Applications Pursuant to Executive Order N-7-22.

FINANCIAL IMPACT:

None.

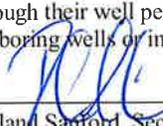
BACKGROUND:

Executive Order N-7-22 requires Groundwater Sustainability Agencies to certify that proposed wells would not be inconsistent with the Groundwater Sustainability Plan (GSP) and would not decrease the likelihood of achieving a sustainability goal for the subbasin. At the April 28, 2022, Special Meeting, the Solano GSA Board adopted Resolution 2201-01, providing emergency provisions for replacement wells, to comply with Executive Order N-7-22. The draft GSP Consistency Criteria Policy addresses both replacement and new well applications.

Staff have coordinated with Solano County Environmental Health Services Division Staff to draft Consistency Criteria (CC) for well construction applications within the Solano GSA.

As the Groundwater Sustainability Plan (GSP) states, the Solano Subbasin is stable, groundwater resources are already managed sustainably. The Staff recommendation is that special studies are not necessary for most well applications. Staff are recommending that for well applications that are within the Northwest Focus Area (Figure 2), applicants will need to provide an Engineer's Report showing that the proposed well would not be inconsistent with the Groundwater Sustainability Plan and would not decrease the likelihood of achieving a sustainability goal for the subbasin prior to receiving a statement of consistency from the Solano GSA.

Solano County, through their well permit program, will also still need to certify that well applications will not interfere with neighboring wells or infrastructure.

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 July 14, 2022, by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford,
Secretary to the Solano Groundwater Sustainability Agency

SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

Groundwater Sustainability Plan Consistency Criteria Policy for Well Construction Applications Pursuant to Executive Order N-7-22

1.0 Purpose:

This Consistency Criteria Policy (Policy) shall be used by the Solano Subbasin Groundwater Sustainability Agency (Solano GSA), pursuant to Executive Order N-7-22¹, to determine that a Groundwater Well proposed for construction with the Solano GSA's boundary (Figure 1) is consistent with the objectives of the Solano Subbasin Groundwater Sustainability Plan (GSP), as adopted by the Solano GSA on December 9, 2021, or as subsequently updated and adopted pursuant to California Water Code Section 10728.2.

Solano County Environmental Health is the permitting agency for water well development in Solano County. Nothing in this Policy supersedes that authority.

In response to drought conditions in California, the Sustainable Groundwater Management Act, passed in 2014, established a State-wide framework to help protect groundwater resources, with priority placed on long term management and sustainability of these resources. Executive Order N-7-22 places additional review requirements for commercial and agricultural large volume (> 2-acre feet/year) water wells proposed within designated medium and high priority water subbasins. These new requirements are found in Action Item #9 of the EO:

9. To protect health, safety, and the environment during this drought emergency, a county, city, or other public agency shall not:

a. Approve a permit for a new groundwater well or for alteration of an existing well in a basin subject to the Sustainable Groundwater Management Act and classified as medium- or high-priority without first obtaining written verification from a Groundwater Sustainability Agency managing the basin or area of the basin where the well is proposed to be located that groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater

¹ On March 28, 2022, due to ongoing drought conditions, Governor Gavin Newsom issued Executive Order N-7-22, which requires additional agency review prior to permit issuance for large volume, non-public water wells, to ensure they do not negatively impact nearby wells.

management program established in any applicable Groundwater Sustainability Plan adopted by that Groundwater Sustainability Agency and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan; *or*

b. Issue a permit for a new groundwater well or for alteration of an existing well without first determining that extraction of groundwater from the proposed well is (1) not likely to interfere with the production and functioning of existing nearby wells, and (2) not likely to cause subsidence that would adversely impact or damage nearby infrastructure.

The Solano GSA is responsible for 9a, Solano County Environmental Health is responsible for 9b.

The Solano GSA extends into both Yolo and Sacramento Counties. Staff will coordinate with Yolo County on well permitting issues. The Sacramento County GSA will coordinate with Sacramento County on well permitting issues. Each of the other GSAs² in the Solano County portion of the Solano Subbasin will also need to coordinate with Solano County for any well applications within their GSA boundaries.

Solano County Environmental Health will initiate the additional well permitting process to address the EO requirements. Staff will review each well application to determine if the well is exempt from the EO actions. For non-exempt wells, applications will be forwarded to the respective GSA for review under Action 9a.

2.0 Applicability

Capitalized terms in this Criteria shall have the meaning given in the Solano GSA Consistency Criteria:

“Agricultural Well” or “Irrigation Well” means a water well used exclusively to supply water for irrigation, livestock, or other agricultural purposes, not for domestic use or to provide potable water

“Groundwater” means water beneath the surface of the earth within the zone below the water table in which the soil is completely saturated with water but does not include water that flows in known and definite channels.

“Monitoring Well” means an artificial excavation by any method for the purpose of monitoring

² The Solano Collaborative includes the GSAs who have coordinated on developing the Solano Subbasin Groundwater Sustainability Plan: Solano Subbasin GSA, City of Vacaville GSA, Solano Irrigation District GSA, Northern Delta GSA (RD 501), and Sacramento County GSA.

the fluctuations in groundwater levels, the quality of underground waters, the presence or concentration of contaminants in subsurface soil and water, and for the purpose of vapor monitoring. Monitoring wells include remediation wells.

“Person” means and includes natural persons, corporations, firms, partnerships, joint stock companies, associations and other organizations of persons, and public entities.

“Public Water Agency” means any local public agency, irrigation district, mutual water company, reclamation district, or nonprofit tax-exempt unincorporated association within, or partially within, Solano County that has authority to extract, deliver, store, or regulate water.

“Well or Water Well” as defined in Section 13710 of the Water Code, means any artificial excavation constructed by any method for the purpose of extracting water from, or injecting water into, the underground. This definition shall not include: (a) oil and gas wells, or geothermal wells constructed under the jurisdiction of the Department of Conservation, except those wells converted to use as water wells; or (b) wells used for the purpose of: (1) dewatering excavation during construction, (2) stabilizing hillsides or earth embankments, or (3) monitoring wells.

“Well Construction” means creation of an artificial excavation by any method for the purpose of obtaining water, providing cathodic protection, or monitoring subsurface water, soil, or vapors. Construction shall include excavation, placement of the annular, surface, and sanitary seals and installation of the sample faucet, as appropriate.

3.0 Applicants Requirements

The Applicant must provide the following information to the Solano GSA:

3.1 A completed Solano County Well Construction, Destruction, Application Permit form (**Form**) and accompanying attachments.

3.2 If the Applicant has indicated the proposed well is a “New Well” on the Form, provide a detailed description of:

3.2.1 The proposed circumstances, quantities, and frequencies of use of the New Well; and

3.2.2 The monthly and annual quantity and source of the Primary Surface Water Source during the prior five water years.

3.3 A map/drawing indicating the parcel(s) where Groundwater from the Well will be applied (indicate APN(s)). If the Well is an Agricultural Well, designate the field(s) that will be irrigated and estimated irrigated acres.

4.0 Solano GSA Consistency Criteria

The following criteria will determine whether a proposed Well is consistent with the GSP.

4.1 Any Agricultural Well proposed to be constructed within the GSA Boundary to replace or reconstruct an Agricultural Well that has failed or is no longer producing at the rate needed to maintain agricultural production is deemed consistent with the GSP if the Applicant agrees to the conditions in Section 6.0.

4.2 Any Agricultural Well proposed to be constructed within the GSA Boundary as a New Well will be consistent with Solano County Code, Chapter 13.10.

4.3 Any Agricultural Well proposed to be constructed within the GSA Boundary in the North-West Focus Area of the Solano Subbasin (Figure 2), will also be required to show, through a Professional Affidavit signed by a licensed hydrologist, geologist or Professional Engineer, that the proposed well will not be inconsistent with the GSP and would not decrease the likelihood of achieving the sustainability goals for the subbasin.

Agricultural Well applications and Professional Affidavits for the North-West Focus Area will be reviewed by the Solano GSA Technical Advisory Committee (GSA TAC). The GSA TAC will provide recommendations to the Solano GSA Board of Directors who will make final decisions on Agricultural Well applications for the North-West Focus Area.

5.0 Solano GSA Consistency Determination

Solano GSA staff will review the Applicant information to determine consistency with this Criteria (**Consistency Determination**).

Solano GSA staff will provide written notification of the Consistency Determination to the Applicant upon review of the submitted materials.

If the proposed Well is not consistent with the GSP, staff and/or a consultant may work with the Applicant to modify the proposed Well application to achieve a Consistency Determination.

Alternatively, the Applicant may provide written information to the Solano GSA that the Proposed well is consistent with the GSP even though it does not meet the Criteria, and Solano GSA staff may make a recommendation to the Solano GSA Board to undertake a CEQA analysis to see if the proposed well is consistent, with all costs to be paid for by the Applicant. If the Solano GSA Board moves forward with a CEQA analysis, they will direct staff to coordinate with Solano County Environmental Health to determine who will be the CEQA lead agency.

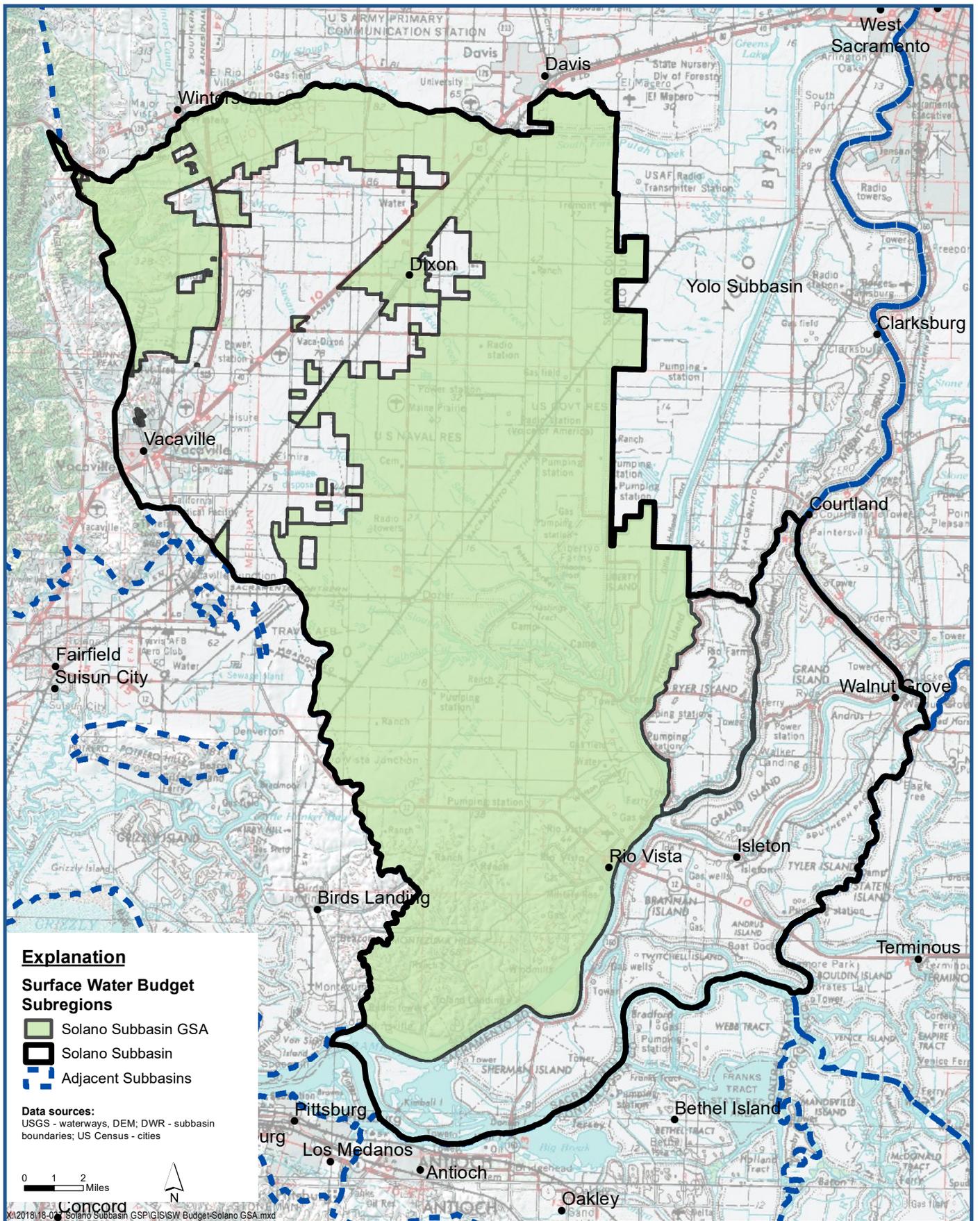
6.0 Emergency Provisions

There may be situations where well applications are submitted to repair or replace an existing well that has stopped producing at an amount to sustain existing agricultural or municipal uses. As the Solano Subbasin is in stable condition, the Solano GSA will provide a Consistency Determination for well applications within the Solano GSA boundary that are replacing a well in kind, with the following conditions:

6.1 The proposed replacement Well will replace an existing Well(s) consistent with Solano County Code, Chapter 13.10;

6.2 The proposed replacement Well will be located on the “Historical Parcel”(s) or, for a Public Agency, anywhere within the boundary of the Public Agency as that boundary existed on January 1, 2022;

6.3 The proposed replacement Well will provide water only to the acreage to which the existing well(s) historically applied water (“Historical Parcel”).



Solano Subbasin GSA

LSCE Team

Solano Subbasin Groundwater Sustainability Plan
 Solano County, California

Figure 1



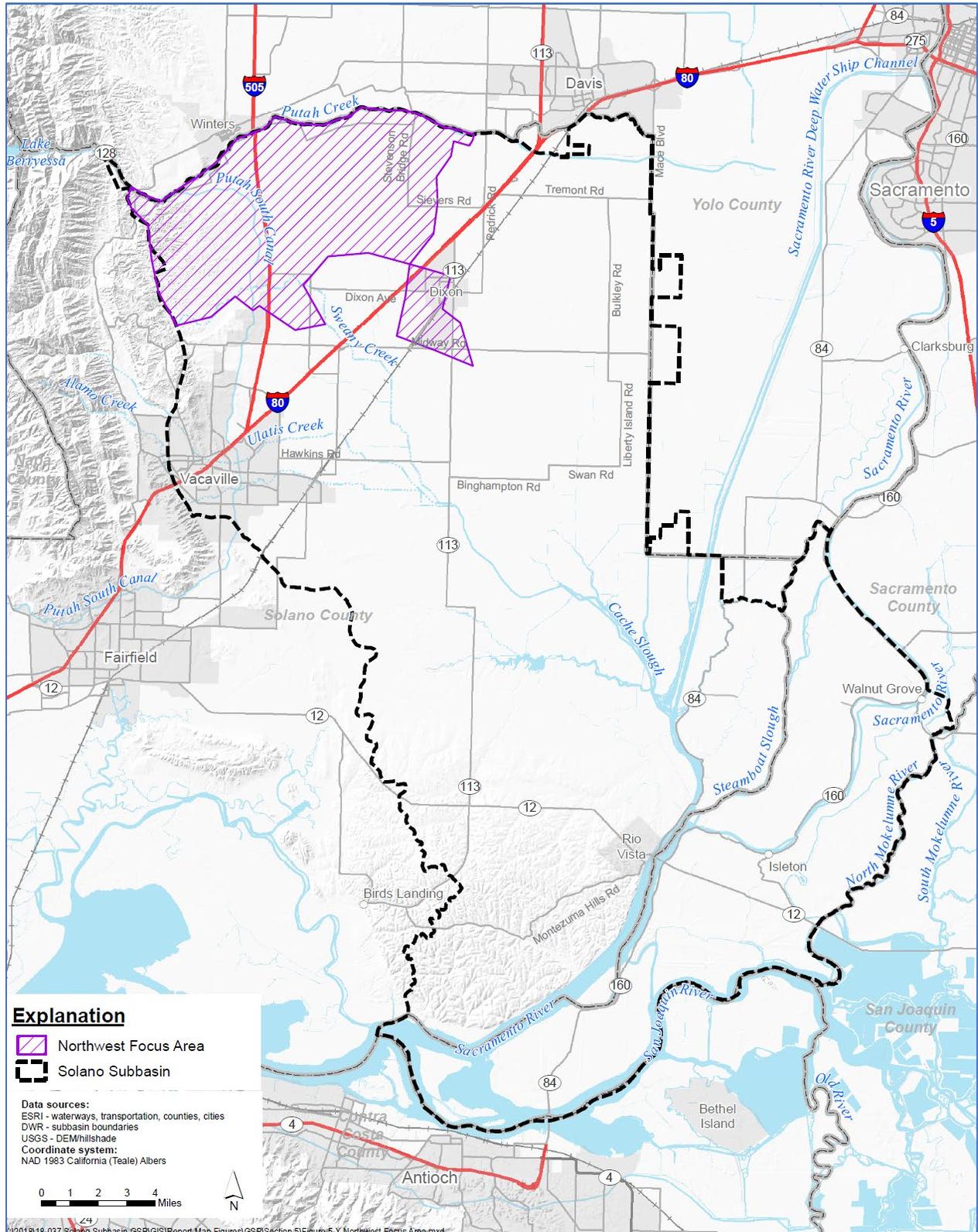


Figure 2 Map of the Northwest Focus Area



SOLANO SUBBASIN

GROUNDWATER SUSTAINABILITY AGENCY

Groundwater Sustainability Plan Consistency Criteria Certification Form for Well Construction Applications Pursuant to Executive Order N-7-22

On March 28, 2022, due to ongoing drought conditions, Governor Gavin Newsom issued Executive Order N-7-22, which requires additional agency review prior to permit issuance for large volume, non-public water wells, to ensure they do not negatively impact nearby wells.

On _____, the Solano GSA adopted the Groundwater Sustainability Plan Consistency Criteria Policy for Well Construction Applications pursuant to Executive Order N-7-22. This form will be used for all well applications within the Solano Groundwater Sustainability Agency's (Solano GSA) boundaries.

Any Agricultural Well proposed to be constructed within the Solano GSA Boundary as a New Well will be consistent with Solano County Code, Chapter 13.10.

This Consistency Certification applies to Well Permit Application: _____.

- Has the Applicant provided all required information to Solano County Environmental Health Division?
- New Well
- Replacement Well
- If a Replacement Well, was information provided to Solano County as to the nature of why the well was being replaced?
- If a Dry or Low Water Level Well is nature of need for well, was information provided to Solano County or the California Department of Water Resources? If not, send Applicant information on where to report a dry well (<https://mydrywell.water.ca.gov/report/public/form>)

Proposed well use:

- Agricultural/Irrigation
- Commercial
- Industrial

If an Agricultural Well is proposed to be constructed within the Solano GSA Boundary in the North-West Focus Area of the Solano Subbasin, the applicant is required to show, through a Professional Affidavit, signed by a licensed hydrologist, geologist, or Professional Engineer, that the proposed well will not be inconsistent with the GSP and would not decrease the likelihood of achieving the sustainability goals for the subbasin.

If applicable, is the Professional Affidavit included in the well application?

If applicable, has the Solano GSA Board of Directors approved the Agricultural Well application in the North-West Focus Area?

This certifies that the above referenced well application meets the Consistency Criteria pursuant to Executive Order N-7-22 for the Solano GSA. Date: _____

**ACTION OF
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY**

DATE: July 14, 2022

SUBJECT: Public Hearing on Proposed Proposition 218 Charge for Long-Term Funding of the Solano Subbasin Groundwater Sustainability Plan

RECOMMENDATIONS:

1. Board Chair to open Public Hearing.
2. Receive staff report.
3. Public Testimony.
4. Board discussion on item.
5. Board Chair to close Public Hearing.
6. Announcement of total protests received.

FINANCIAL IMPACT:

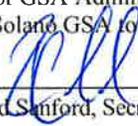
None.

BACKGROUND:

Pursuant to the Sustainable Groundwater Management Act of 2014, the Groundwater Sustainability Agencies (GSAs) developed a Groundwater Sustainability Plan (GSP) for the Solano Subbasin and submitted it to the California Department of Water Resources on January 27, 2022.

A Charge Report was developed to determine the Solano GSA's costs for administering the GSA and for the Solano GSAs cost share for GSP implementation. Overall annual GSP Implementation costs and the allocation among the GSAs are detailed in the Charge Report. The Solano GSA approved the Charge Report at their May 12th, 2022, meeting. The Charge report can be viewed/ downloaded at: https://www.scwa2.com/wp-content/uploads/2022/06/SGSA-Charge-Report_Final-6-03-2223.pdf.

It is possible that the Solano GSA may choose to use Proposition 218 to fund their costs for GSP Implementation and for GSA Administrative Costs. The Charge Report was developed with this concept as a starting point for the Solano GSA to consider. The Charge Report is proposing a rate of \$2.79 per acre for all

Recommended:  _____
Roland Sanford, Secretary

<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, 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 July 14, 2022, by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford,
Secretary to the Solano Groundwater Sustainability Agency

parcels in the Solano GSA boundary. An interactive map is available for stakeholders to determine which GSA they are in at: <https://experience.arcgis.com/experience/2a035441756d40f4a031dbcc617ad98d> .

The other GSAs within the Solano Subbasin either have their own existing Proposition 218 process in place or have agreed to pay directly for their GSA portion of implementing the GSP to the Solano GSA as the Plan Manager.

The Public Hearing (Government Code §53855 and Article III D. Section 6(a)(1) of the California Constitution) will include a staff report, public testimony, and Board discussion on the item. After the Board Chair closes the Public Hearing, staff will make an announcement of the total protests received. If there is not a majority in total protests, the Board may proceed with adopting the Proposition 218 Charge for long-term funding of the GSP in the subsequent Action Item.

**ACTION OF
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY**

DATE: July 14, 2022

SUBJECT: Adoption of Proposition 218 Charge for Long-Term Funding of the Solano Subbasin Groundwater Sustainability Plan

RECOMMENDATIONS:

Consider adoption of Proposition 218 Charge for long-term funding of the Solano Subbasin Groundwater Sustainability Plan.

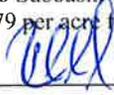
FINANCIAL IMPACT:

None.

BACKGROUND:

A Public Hearing (Government Code §53855 and Article XIII D, Section 6(a)(1) of the California Constitution) was held at the Solano Groundwater Sustainability Agency (Solano GSA) Board of Directors meeting on July 14, 2022, on a Proposed Proposition 218 Charge for long-term funding of the Solano Subbasin Groundwater Sustainability Plan (GSP).

The Solano GSA Board of Directors may consider adoption of the Proposition 218 Charge for long-term funding of the Solano Subbasin GSP. The Charge Report approved by the Board at their May 12th meeting has a proposed rate of \$2.79 per acre for all parcels in the Solano GSA boundary.

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 July 14, 2022, by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford,
Secretary to the Solano Groundwater Sustainability Agency

**ACTION OF
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY**

DATE: July 14, 2022

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

RECOMMENDATIONS:

1. Receive staff report on Collaboration Agreement for Implementation of the Groundwater Sustainability Plan for the Solano Subbasin.
2. Consider adoption of the Collaboration Agreement for Implementation of the Groundwater Sustainability Plan for the Solano Subbasin

FINANCIAL IMPACT:

None.

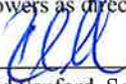
BACKGROUND:

The Collaboration Agreement for Implementation of the Groundwater Sustainability Plan for the Solano Subbasin (Collaboration Agreement) builds on previous collaborative MOUs.

The Solano GSA, in coordination with the other GSAs in the Solano Subbasin, have signed two previous Memorandums of Understanding (MOU), one for Cooperative Implementation of the Sustainable Groundwater Management Act (SGMA), in June of 2018, and another, in November of 2020, for Development of the Groundwater Sustainability Plan (GSP) for the Solano Subbasin.

The primary purpose of those two MOUs was to work collaboratively to seek funding to develop the GSP, and once funding was secured, to work collaboratively to develop the GSP, respectively. The GSAs, collectively known as the Solano Collaborative, were successful in submitting the GSP to the Department of Water Resources on January 27, 2022.

Key components of the Collaboration Agreement are that each of the respective GSA's retain their roles, responsibilities, and powers as directed by SGMA. The Collaboration Agreement grants authority for staff to work

Recommended: 
Roland Sanford, Secretary

<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, 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 July 14, 2022, by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford,
Secretary to the Solano Groundwater Sustainability Agency

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. This Collaboration Agreement spells out regional cost share for GSP implementation for each of the GSAs.

The Solano GSA remains as the overall GSP Plan Manager.

The staff recommendation is for the Board of Directors to authorize the Chairman to sign the Collaboration Agreement.

There is no termination date for the Collaboration Agreement, however, it is likely that either an amendment or a new MOU will be developed concurrent with the 5-year updates to the GSP, if funding mechanisms change for any of the GSAs, or if cost share allocations for the GSAs change.

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

THIS COLLABORATION AGREEMENT (**Agreement**) is entered into and effective this ____ day of _____, 2022 (**Effective Date**) by and among the SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY (**SGSA**), and those Groundwater Sustainability Agencies executing this Agreement, 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. Each Party has elected to become a GSA pursuant to SGMA.

1.3. Each Party overlies the Sacramento Valley – Solano Groundwater Subbasin (5 – 021.66) (**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. The Parties are currently parties to a COLLABORATION AGREEMENT FOR PREPARATION OF THE GROUNDWATER SUSTAINABILITY PLAN FOR THE SOLANO SUBBASIN dated February 4, 2020 (**Preparation Agreement**) that established a process for development of a single GSP for the Basin, and for allocation of costs related to the preparation of the GSP.

1.5. The Parties approved the GSP, which has been submitted to DWR.

1.6. The Parties desire through this Agreement to replace the Preparation Agreement, and use this Agreement to guide the process of implementation of the GSP.

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 Parties as the GSP is implemented 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 implementation 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 implementation of the GSP, including the governance structure and overall implementation of a GSP for the Basin to fulfill the requirements of SGMA.

2.5. To specify the annual cost share of the Parties as set forth in Table 1-1 below. Any change in the annual cost share, or any additional expenses or funding to be born by any of the Parties shall be set forth in a subsequent agreement or amendment to this Agreement.

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 implementation 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(b) 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 implement the GSP collaboratively 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, including Management Areas identified in the GSP.

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 of these efforts to both reduce costs and maximize benefits.

3.9. Cost for implementing the GSP shall be allocated to individual GSAs and Management Areas through 2027 as set forth in **Table 1-1**. The cost for implementing the GSP shall not be subject to any voting rights as set forth in Section 8. For the avoidance of doubt, unless an affected GSA explicitly agrees in writing to be bound by a change in the cost affecting that GSA, such change in cost shall not be applicable to the affected GSA.

Table 1-1: SGSA Regional SGMA Compliance Costs – Annual Cost Share

Solano Subbasin GSA	Calendar Year 2023	Calendar Year 2024	Calendar Year 2025	Calendar Year 2026	Calendar Year 2027
SGSA	\$508,507	\$508,507	\$508,507	\$508,507	\$508,507
City of Dixon*	\$12,900	\$12,900	\$12,900	\$12,900	\$12,900
City of Rio Vista*	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500
City of Vacaville	\$36,027	\$36,027	\$36,027	\$36,027	\$36,027
Solano Irrigation District	\$26,577	\$26,577	\$26,577	\$26,577	\$26,577
Northern Delta	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800
Sacramento County Zone 13	\$19,500	\$0	\$0	\$0	\$0
Sacramento County	\$0	\$9,500	\$9,500	\$9,500	\$9,500
Sac County RDs	\$0	\$10,000	\$10,000	\$10,000	\$10,000
Annual Regional Totals	\$595,411	\$595,411	\$595,411	\$595,411	\$595,411

*The costs designated for the Cities of Dixon and Rio Vista and their share of the Solano Subbasin Costs, and will be paid by annual payments to the SGSA each January starting in 2023.

Annual cost share is based on GSP implementation costs shared by the GSAs based on total groundwater use by each GSA. The cost estimates are based on the GSA effort to comply with SGMA legislative requirements over the next five year period. Annual cost sharing arrangements will be updated by the GSAs in the future on an as needed basis.

Each GSA is responsible for their own GSA Administration costs and for making annual payments to the SGSA each January starting in 2023 with the SGSA serving as the fiscal agent for the GSAs per this updated MOU.

3.10. The Parties agree to maximize the groundwater recharge capacity of the Basin through actions taken in furtherance of the GSP.

4. **POWERS RESERVED TO THE PARTIES.** Each of the Parties, as individual GSAs, 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 such Party's boundaries or the Management Area, managed in whole or in part by such Party.
- 4.2. Approve or amend any GSP for the jurisdiction of its GSA territory.
- 4.3. Approve or amend any change in the Annual Cost Share as set forth in Table 1-1, or any other monetary contribution in implementing the GSP.
- 4.4. Implement the GSP in such Party's boundaries.
- 4.5. Exercise the powers, without limitation, conferred to a GSA by SGMA.

5. **STRUCTURE AND ROLE OF THE COLLABORATIVE.**

5.1. This Agreement is intended to replace the Preparation Agreement; the Preparation Agreement is terminated upon execution of this Agreement by three (3) or more Parties. If a Party fails to execute this Agreement, that Party shall nonetheless be, and remain, responsible for complying with SGMA, and any subsequent law(s) and regulation(s), as well as any duties and obligations set forth in this Agreement so long as compliance with such duties and obligations are required under SGMA or any law(s) or regulation(s). Additionally, failure to execute this Agreement shall result in a forfeiture of a Party's rights under Section 8 below. Notwithstanding the above, the joint decision-making cooperative body known as the "**Collaborative**" established by the Preparation Agreement shall continue for the purpose of implementing the GSP. The Collaborative will continue to be comprised of one appointee for the Collaborative from each Party (**Member**). A Party may change its appointed representative from time to time with written notice provided to each Party. Each Member shall 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 its appointing Party during decision-making. Parties may designate consultants or staff 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 may make day-to-day decisions as delegated by their respective governing bodies. All significant aspects of collaboration and GSP implementation (e.g., projects, GSP updates, 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 Members. 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. SGSA has accepted the role of fiscal agent for grant funds pertaining to implementation of the GSP on behalf of the Collaborative. Solano County Water Agency (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. 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, establish a schedule 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 Manager or appointee. All minutes and subcommittee and workgroup meeting notes shall be maintained by the Plan Manager.

8. **COLLABORATIVE VOTING**. Each Member in good standing without debts outstanding for any prior calendar year pursuant to Section 3.9 shall be entitled to one vote at a meeting of the Collaborative, except that any Member that is a Reclamation District shall have 1/6 of one vote. A majority vote of the Members is required to take action or forward recommendations to the respective Member governing bodies for final decision. Sections 8.2 and 8.3 of the Preparation Agreement are adopted and incorporated herein by reference as though fully set forth herein, and shall survive termination of the Preparation Agreement.

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.**

10.1. Other than as set forth in Section 3.9 and Section 4.3, the Collaborative is authorized to vote upon any action reasonably required to provide guidance concerning implementation of the 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 when required during the DWR GSP approval process.

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

10.5. 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.

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 manners including, but not limited to:

11.1.1. Developing a process to update the Collaborative on the activities of the respective Parties, including 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 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 implement the 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 appointed 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. Each Party is a GSA and acknowledges that it is bound by the terms of this Agreement as an individual Party.

13. **COLLABORATION/COORDINATION.** The Collaborative represents an ongoing effort toward SGMA compliance within the Basin. 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. Neither this Agreement nor the Collaborative shall bind or control the discretion of a Party.

14. **WITHDRAWAL.** 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.

14.1. The withdrawing Party shall be given all of the work performed to date or work for which the withdrawing Party paid a share of including, but not limited to, memoranda, data bases, groundwater models, draft documents, pre-prepared GSP chapters of sections, etc. The departing Party will pay for costs incurred pursuant to this Agreement through the date of withdrawal.

14.2. 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.

15. DATA.

15.1. 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 and stakeholders, increase the effectiveness of management decisions, and reduce disputes.

15.2. 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, including but not limited to the official information privilege under Evidence Code section 1040, 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.

16. **TERM.** 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. This does not limit the right of a party to withdraw pursuant to Section 14.

17. **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 in Attachment 1, 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.

18. **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.

19. **MISCELLANEOUS.**

19.1. 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 Preparation Agreement, are hereby terminated, although the Parties agree that all outstanding consultant fees, liabilities, or contract, shall be continued under the terms of this Agreement.

19.2. 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.

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

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

19.5. 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).

19.6. 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.

19.7. 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.

19.8. Counterparts and Electronic Signatures. As permitted under the U.S. Electronic Signatures in Global and National Commerce (ESIGN) Act of 2000, and the Uniform Electronic Transactions Act (UETA), the Parties hereby agree to conduct this transaction by electronic means. This Agreement may be executed through an electronic signature and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that the electronic signatures appearing on this Agreement are intended by each Party using it to have the same force and effect as the use of a manual signature for the purposes of validity, enforceability, and admissibility.

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

SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY,
a Joint Powers Agency

By: _____
Name: _____
Title: _____

SOLANO IRRIGATION DISTRICT,
as a Groundwater Sustainability Agency

By: _____
Name: _____
Title: _____

NORTHERN DELTA GROUNDWATER SUSTAINABILITY AGENCY,
a Joint Powers Agency

By: _____
Name: _____
Title: _____

RECLAMATION DISTRICT 3
GROUNDWATER SUSTAINABILITY AGENCY

By: _____
Name: _____
Title: _____

RECLAMATION DISTRICT 317
GROUNDWATER SUSTAINABILITY AGENCY

By: _____
Name: _____
Title: _____

RECLAMATION DISTRICT 349
GROUNDWATER SUSTAINABILITY AGENCY

By: _____
Name: _____
Title: _____

RECLAMATION DISTRICT 554
GROUNDWATER SUSTAINABILITY AGENCY

By: _____
Name: _____
Title: _____

RECLAMATION DISTRICT 556
GROUNDWATER SUSTAINABILITY AGENCY

By: _____
Name: _____
Title: _____

SACRAMENTO COUNTY
GROUNDWATER SUSTAINABILITY AGENCY

By: _____
Name: _____
Title: _____

CITY OF VACAVILLE,
as a Groundwater Sustainability Agency

By: _____
Name: _____
Title: _____

RECLAMATION DISTRICT 2111
GROUNDWATER SUSTAINABILITY AGENCY

By: _____
Name: _____
Title: _____

Attachment 1

Addresses for Notice

<p>SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY c/o Solano County Water Agency 810 Vaca Valley Parkway, Suite 203 Vacaville, CA 95688 Phone: 707.451.6090 Email: rsanford@scwa2.com</p>	<p>CITY OF VACAVILLE GROUNDWATER SUSTAINABILITY AGENCY c/o City of Vacaville Phone: Email:</p>
<p>NORTHERN DELTA GROUNDWATER SUSTAINABILITY AGENCY c/o Phone: Email:</p>	<p>SOLANO IRRIGATION DISTRICT GROUNDWATER SUSTAINABILITY AGENCY c/o Solano Irrigation District Phone: Email:</p>
<p>SACRAMENTO COUNTY GROUNDWATER SUSTAINABILITY AGENCY c/o Sacramento County Phone: Email:</p>	<p>RECLAMATION DISTRICT 3 GROUNDWATER SUSTAINABILITY AGENCY c/o Reclamation District 3 Phone: Email:</p>
<p>RECLAMATION DISTRICT 317 GROUNDWATER SUSTAINABILITY AGENCY c/o Reclamation District 317 Phone: Email:</p>	<p>RECLAMATION DISTRICT 349 GROUNDWATER SUSTAINABILITY AGENCY c/o Reclamation District 349 Phone: Email:</p>

<p>RECLAMATION DISTRICT 554 GROUNDWATER SUSTAINABILITY AGENCY c/o Reclamation District 554</p> <p>Phone: Email:</p>	<p>RECLAMATION DISTRICT 556 GROUNDWATER SUSTAINABILITY AGENCY c/o Reclamation District 556</p> <p>Phone: Email:</p>
<p>RECLAMATION DISTRICT 2111 GROUNDWATER SUSTAINABILITY AGENCY c/o Reclamation District 2111</p> <p>Phone: Email:</p>	