

SOLANO SUBBASIN

GROUNDWATER SUSTAINABILITY AGENCY

BOARD OF DIRECTORS:

Chair:

Supervisor Mitch Mashburn
Solano County District 5

Vice Chair:

Mayor Ron Kott
City of Rio Vista

DIRECTORS:

Mayor Steve Bird
City of Dixon

(Jim Ernest-Alternate)

Director Benjamin Voight
California Water Services

(Shannon McGovern-Alternate)

Director Spencer Bei
Dixon Resource
Conservation District

(Eric Schene-Alternate)

Director Ryan Mahoney
Maine Prairie Water District

(Don Holdener-Alternate)

Director Dale Crossley
Reclamation District No. 2068

(Alternate)

Supervisor John Vasquez
Solano County District 4

(Wanda Williams-Alternate)

Director Will Brazelton
Solano County Farm Bureau

(Chris Calvert-Alternate)

Director Kurt Balasek
Solano Resource
Conservation District

(Chris Calvert-Alternate)

SECRETARY/TREASURER:

Chris Lee
Solano County Water Agency

BOARD OF DIRECTORS MEETING

DATE: Thursday, October 12, 2023

TIME: 5:00 P.M.

PLACE: Berryessa Room
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

Remote participation available under AB 2449:

Please review insert after agenda regarding AB 2449.

Zoom Information:

<https://us02web.zoom.us/j/88312490746?pwd=cDA3N0pUWFdQTWVFNXRtT01sUVdEdz09>

Meeting ID: 883 1249 0746 | Passcode: 810810

One tap mobile: +16699006833,,88312490746#,,,*810810#

Phone Number: +1 669 900 6833

1. CALL TO ORDER

2. AB 2449 STATEMENT

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. PUBLIC COMMENT

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

6. CONSENT ITEMS

(A) Minutes: Approval of the Minutes of the Board of Directors meeting of July 13, 2023.

(B) Expenditure Approvals: Approval for September 2023, checking account register.

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

810 Vaca Valley Parkway, Suite 203 Vacaville, California 95688

Phone (707) 451-6090 • FAX (707) 451-6099

<http://www.scwa2.com/resources-management/ground-water/solano-gsa-bod>

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

RECOMMENDATION: For information only.

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

RECOMMENDATION: For information only.

9. **GENERAL COUNSEL LEGAL SERVICES** *(estimated time: 5 minutes)*

RECOMMENDATIONS:

1. Authorize General Manager to sign Retention Agreement with Downey Brand for General Counsel Legal Services.
2. Authorize General Manager to sign Conflict Waiver with Downey Brand for General Counsel Legal Services.

10. **AMENDMENT 1 TO JOINT POWERS AGREEMENT CREATING THE SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY** *(estimated time: 20 minutes)*

RECOMMENDATIONS:

1. Approve Amendment 1 revisions to Joint Powers Agreement Creating the Solano Subbasin Groundwater Sustainability Agency.
2. Authorize Board Member signatures to Amendment 1 to Joint Powers Agreement Creating Solano Subbasin Groundwater Sustainability Agency.

11. **AMENDMENT 1 TO GENERAL STAFFING AGREEMENT BETWEEN THE SOLANO COUNTY WATER AGENCY AND THE SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY** *(estimated time: 10 minutes)*

RECOMMENDATIONS:

1. Approve Amendment 1 revisions to General Staffing Agreement between the Solano County Water Agency and the Solano Subbasin Groundwater Sustainability Agency.
2. Authorize Chair to sign Amendment 1 to General Staffing Agreement between the Solano County Water Agency and the Solano Subbasin Groundwater Sustainability Agency.

12. **UPDATE ON SUSTAINABLE GROUNDWATER MANAGEMENT GRANT PROGRAM** *(estimated time: 5 minutes)*

RECOMMENDATIONS:

Receive update on Sustainable Groundwater Management Grant Program, for information purposes only.

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

Thursday, November 9, 2023, 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

AB 2449 Provides Remote Options for Public Agencies

Despite the end of the COVID-19 pandemic, public agencies still have options available to them if they need to exercise remote participation for members of their legislative bodies. AB 2449 provides that if a quorum of the legislative body participates in person, a member of a legislative body may participate remotely so long as the member provides prompt notice and the need for remote participation falls under one of the statutorily defined exceptions. The member does not need to identify their location nor ensure it is accessible to the public.

Members of legislative bodies can use AB 2449 to participate remotely if there is “just cause” or if “emergency circumstances” exist. “Just cause” is defined as any of the following:

- Providing childcare or caregiving of a parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires the member to participate remotely.
- A contagious illness that prevents attendance in person.
- Tending to a need related to a physical or mental disability.
- Travelling for business of the legislative body or another state or local agency.

“Emergency circumstances” are defined as follows:

- A physical or family medical emergency that prevents a member of a legislative body from attending in person.

Notice Must be Provided to Utilize AB 2449’s Provisions

In order to utilize the provisions of AB 2449, members of a legislative body must inform their public agency at the earliest possible opportunity of their need to participate remotely, which can include before the start of the meeting. The member must also provide a general description of the circumstances that require remote participation. In the case of emergency circumstances, the member must actually request that the legislative body allow them to participate remotely and the legislative body has to take action on this request.

Any member participating remotely because of just cause or emergency circumstances must publicly disclose at the meeting before any action is taken, whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member’s relationship with any such individuals.

Members and Public Must have Option to Participate in Meetings both Audibly and Visually

When a member participates remotely, he/she must utilize both audio and visual capabilities to effectuate compliance with the statute. Therefore, members of public agencies cannot use a call in only option to attend meetings, they must be on camera. Additionally, the legislative body is responsible for ensuring that the public can also participate in meetings remotely. This includes providing a way for the public to remotely hear, visually observe, and remotely address the legislative body. Furthermore, members of the public can no longer be required to submit their comments prior to the meeting but instead must be allowed to give comments in real time.

CONSENT ITEMS

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

MEETING DATE: July 13, 2023

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
Director Voight, California Water Services
Supervisor John Vasquez, Solano County District 4
Supervisor Mitch Mashburn, Solano County District 5
Director Spencer Bei, Dixon Resource Conservation District
Director Dale Crossley, Reclamation District 2068
Director Kurt Balasek, Solano Resource Conservation District

CALL TO ORDER

The meeting was called to order at 5:01pm by Chair Supervisor Mashburn.

APPROVAL OF AGENDA

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

PUBLIC COMMENT

There were no public comments.

CONSENT ITEMS

On a motion by Supervisor Vasquez and a second by Mayor Bird the Board unanimously approved by roll vote the following:

- (A) Minutes of the June 8, 2023 Solano GSA Board meeting.
- (B) Expenditure Approvals for June 2023.

BOARD MEMBER REPORTS

There were no Board member reports.

SECRETARY/TREASURER REPORT

There were no additions to the written report.

SOLANO GSA AGENCY MEMBERSHIP DISCUSSION

Secretary Chris Lee provided a brief overview of the Solano GSA membership. Mr. Lee explained that over time it has become difficult to obtain a quorum. Furthermore, when the GSA was formed, it was never contemplated the removal of GSA Board members. For the Solano County Agricultural Advisory Committee, the Board of Supervisors dissolved the committee, such that this seat no longer exists on the GSA. Removing other Board GSA members requires an amendment to the JPA, and unanimous approval by the GSA Board. Staff will bring back draft language for the Board to review. For the Farm Bureau, Will Brazelton is the new GSA representative.

Several members of the public voiced frustration with the Board of Supervisor's dissolution of the Agricultural Advisory Committee. Furthermore, several public members felt that the GSA Board should have solid agricultural representation.

TIME AND PLACE OF NEXT MEETING

The time and place of the next meeting is Thursday, August 10, 2023, at 5:00pm.

ADJOURNMENT

The meeting of the Solano Subbasin Groundwater Sustainability Agency Board of Directors was adjourned at 5:23pm.

Chris Lee
Secretary to the Solano Subbasin
Groundwater Sustainability Agency

ACTION OF
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

DATE: October 12, 2023

SUBJECT: Expenditure Approvals

RECOMMENDATIONS:

Approve expenditures for the Agency checking account for September 2023.

FINANCIAL IMPACT:

All expenditures are within previously approved budget amounts.

BACKGROUND:

The Agency auditor has recommended that the Board of Directors approve all expenditures (in arrears). Attached is a summary of expenditures from the Agency’s checking account for September 2023. Additional backup information is available upon request.

Recommended: 
Chris Lee, 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, Chris Lee, 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 October 12, 2023, by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Chris Lee, Secretary to the
Solano Groundwater Sustainability Agency

SOLANO GSA**Check Register****For the Period From Jul 1, 2023 to Sep 30, 2023**

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
1059	7/19/23	AG INNOVATIONS	1020AC	1,023.00
1060	7/19/23	LUHDORFF & SCALMANINI	1020AC	35,965.28
1061	8/24/23	ACWA/JPIA	1020AC	100.00
1062	9/18/23	AG INNOVATIONS	1020AC	16,118.46
1062V	9/19/23	AG INNOVATIONS	1020AC	-16,118.46
1063	9/18/23	LUHDORFF & SCALMANINI	1020AC	29,210.75
1064	9/19/23	AG INNOVATIONS	1020AC	12,614.00
Total				78,913.03

ACTION OF
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

DATE: October 12, 2023

SUBJECT: Financial Report Approval

RECOMMENDATIONS:

Approve the quarterly Income Statement and Balance Sheet for the period ending September 2023.

FINANCIAL IMPACT:

All revenues and expenditures are reported within previously approved budget amounts.

BACKGROUND:

The Water Agency auditor has recommended that the Board of Directors receive quarterly financial reports. Attached are the Income Statement and the Balance Sheet of the Water Agency for the period ending September 2023. Additional backup information is available upon request.

Recommended:  _____
Chris Lee, Secretary

<input type="checkbox"/>	Approved as recommended	<input type="checkbox"/>	Other (see below)	<input type="checkbox"/>	Continued on next page
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Ayes:

Noes:

Abstain:

Absent:

Chris Lee, Secretary to the
Solano Groundwater Sustainability Agency

SOLANO GSA
Operating Budget Report - Administration
For the Three Months Ending September 30, 2023

OPERATING BUDGET

		Annual Budget	Current Month Activity	Year to Date Activity	% of
<u>Expenses</u>					
<u>Salaries and Benefits</u>					
	Subtotal Salaries & Benefits	0.00	0.00	0.00	0.00
<u>Administrative Expenses</u>					
6126AC	LEGAL COSTS	\$ 10,000.00	\$ 0.00	\$ 0.00	0.00
6130AC	Project Mgt & Status Updates	70,975.00	0.00	0.00	0.00
6350AC	INSURANCE	0.00	0.00	100.00	0.00
6990AC	CONTINGENCY-ADMINISTRA	4,750.00	0.00	0.00	0.00
	Subtotal Admin Expenses	85,725.00	0.00	100.00	0.12
<u>GSP IMPLEMENTATION</u>					
6141AC	OUTREACH & EDUCATION	75,354.00	0.00	0.00	0.00
6142AC	GSP REPORTING & UPDATES	0.00	14,957.20	41,824.75	0.00
6143AC	MONITORING & DMS MGT	206,170.00	0.00	0.00	0.00
6145AC	GRANT WRITING	19,624.00	0.00	0.00	0.00
6146AC	On-Call Sigma Support	13,660.00	0.00	0.00	0.00
6147AC	TECHNICAL SUPPORT FOR OU	35,904.00	0.00	0.00	0.00
6148AC	GSP ANNUAL REPORT	118,644.00	0.00	0.00	0.00
6149AC	MODEL UPDATES	33,180.00	0.00	0.00	0.00
6164AC	DWR RESPONSE TO GSP REVI	14,760.00	0.00	0.00	0.00
	Subtotal Other Services	517,296.00	14,957.20	41,824.75	8.09
<u>Capital Expenditures</u>					
	Subtotal Capital Expenditures	0.00	0.00	0.00	0.00
	Subtotal Contingency	0.00	0.00	0.00	0.00
	Subtotal SCW OH & Labor Tra	0.00	0.00	0.00	0.00
	Total Expenses	603,021.00	14,957.20	41,924.75	6.95
<u>Revenues</u>					
4922AC	GSA GSP COST SHARE REVENU	112,482.00	0.00	0.00	0.00
4924AC	PROP 218 CHARGE	547,291.00	0.00	0.00	0.00
	Total Revenues	659,773.00	0.00	0.00	0.00
	Net	\$ 56,752.00	\$ (14,957.20)	\$ (41,924.75)	(73.87)

SOLANO GSA
Balance Sheet
September 30, 2023

ASSETS

Current Assets			
1020AC	CHECKING - SP/ADMIN	\$	713,057.98
1210SC	ACCOUNTS RECEIVABLE - SP/ADMI		19,500.00
			<hr/>
	Total Current Assets		732,557.98
Property and Equipment			
			<hr/>
	Total Property and Equipment		0.00
Other Assets			
			<hr/>
	Total Other Assets		0.00
			<hr/>
	Total Assets	\$	<u>732,557.98</u>

LIABILITIES AND CAPITAL

Current Liabilities			
			<hr/>
	Total Current Liabilities		0.00
Long-Term Liabilities			
			<hr/>
	Total Long-Term Liabilities		0.00
			<hr/>
	Total Liabilities		0.00
Capital			
39005	Retained Earnings	\$	774,482.73
	Net Income		(41,924.75)
			<hr/>
	Total Capital		732,557.98
			<hr/>
	Total Liabilities & Capital	\$	<u>732,557.98</u>

SOLANO SUBBASIN

GROUNDWATER SUSTAINABILITY AGENCY

MEMORANDUM

TO: Board of Directors

FROM: Chris Lee, Secretary to the Board of Directors

DATE: October 5, 2023

SUBJECT: October General Manager/Secretary Report

Surface Water Supply Update

Although not under the purview of the Solano Subbasin Groundwater Sustainability Agency, surface water supplies are intricately tied to implementation of the Solano Subbasin Groundwater Sustainability Plan. October 1st signifies the beginning of the new 2023-2024 water year.

The water supply outlook remains unchanged from last water year for the Solano Project – full allocations.

As of October 5th, Lake Berryessa held 1,241,675 acre-feet in storage (80 percent of full capacity), about 17 feet below the Glory Hole.

For the State Water Project supply, the Department of Water Resources provides the initial State Water Project allocation by December 1st based on available water storage, projected water supply, and water demands. Allocations are updated monthly as snowpack and runoff information is assessed, with a final allocation typically determined in May or June.

Water supply conditions are a stark contrast from where we were last October 1st.

El Niño

Depending on which model or expert you listen to, the strength of El Niño could be anywhere from near or above-average rainfall this winter to the comparable “great” El Niño of 1997-98.

Even though a strong El Niño could produce wet conditions across the state, some of the long-range climate models aren’t showing that. The North American Multi-Model Ensemble hints at

drier than normal conditions through the end of the year before snow and rain start to ramp up after the first of the year through spring.

Most models are showing that the southern part of the state will see above average rainfall. NOAA forecasts show equal chances for wetter or drier than normal conditions statewide.

Last year, the La Niña winter produced multiple atmospheric rivers, when all the models predicted below-normal rainfall. With record breaking ocean temperatures this year combined with El Niño, it really is difficult to get a sense of what might happen.

Appointment of Alex Rabidoux as Assistant General Manager

The Solano County Water Agency did an internal recruitment for the Assistant General Manager position recently. We had very experienced candidates and the panel had a difficult time deciding. The panel selected Alex Rabidoux to be the Assistant General Manager of the Solano County Water Agency.

The interview panel consisted of Heather Renschler, President of Ralph Anderson and Associates, Mathew Hobbs, Power and Operations Manager at SID, and the General Manager.

Alex has been with the Water Agency for 18 years and most recently held the title of Principal Water Resources Engineer.

California Forever

Over the last month, there have been a several articles on California Forever, aka Flannery, in news outlets across the nation. Board Members and staff have been quoted in many of these articles.

California Forever has hired local firms to look at water rights and environmental issues. The CEO of California Forever met with the General Manager on October 5th to discuss general water issues.

As more details emerge, staff will investigate potential impacts to our County-Wide Habitat Conservation Plan and the Solano Subbasin Groundwater Sustainability Plan. A map depicting parcels owned by California Forever within the Solano Subbasin is attached.

Winters Salmon Festival

The 2023 Winters Salmon Festival is scheduled for Saturday, November 4th, from 11:00 am to 4:00 pm at Rotary Park in Winters. Water Agency staff have been assisting with Festival preparations. The event will feature family-oriented programs including live music, local food trucks, children's activities, educational programming and more. The event is free to the public.

Coordination and funding of the Salmon Festival is through the City of Winters, U.S Bureau of Reclamation, Solano County Water Agency, Solano Irrigation District, Putah Creek Council,

California Department of Fish & Wildlife, Putah Creek Trout, as well as local businesses and interested citizens.

In advance of the Salmon Festival and hopefully the salmon, Water Agency staff will be completing gravel “scarification” projects (loosening of stream channel gravels for the benefit of spawning salmon) and removing debris dams and other potential fish passage barriers along Lower Putah Creek.

Pulse flows will start a little earlier than normal to try to jump start the salmon moving into Putah Creek. On October 18th, flows will ramp up from 21 cfs to 150 cfs for three days, then to 125 cfs for 8 days then gradually back down to 30 cfs by October 26th.

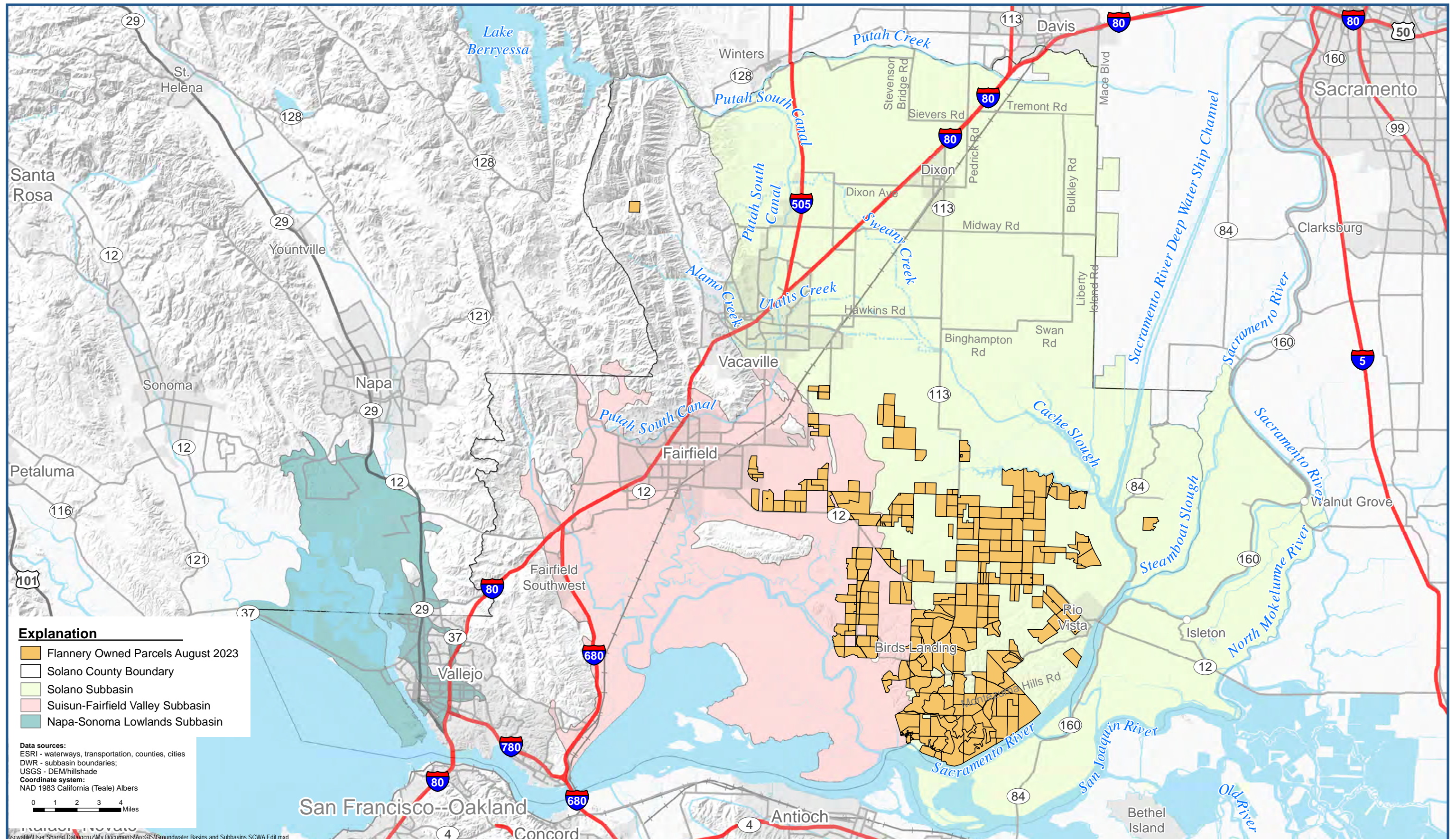
GSP Implementation Actions

The following Groundwater Sustainability Plan Implementation Actions were worked on for September, either by staff, consultants (Ag Innovations and Luhdorff & Scalmanini [LSCE]), or a combination of both:

- Technical Support for Solano Subbasin Stakeholder Outreach and Engagement Efforts
 - Coordination and planning for multi-benefit recharge projects
 - Planning and discussions of RainMAR pilot projects
- Monitoring Network Coordination Support and Addressing Data Gaps
 - Data Management System support related to monitoring activities
 - Continual development of Web Application
- Model Updates and Application
 - Coordination with RCDs on Irrigated Lands Program and groundwater use data
 - Open Evapotranspiration data compilation
- Meeting Support
 - Solano Project Team Meeting and other meeting preparation/attendance
- SGMA technical assistance
 - Preliminary recharge outreach opportunities and planning
 - Coordination with UC Davis on Wolfskill experimental orchard well
- Prepare for, facilitate, and take notes in the Solano Collaborative meetings
- Updates and maintenance of Solano GSP website

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: October 12, 2023

SUBJECT: General Counsel Legal Services

RECOMMENDATIONS:

- 1. Authorize General Manger to sign Retention Agreement with Downey Brand for General Counsel Legal Services.
- 2. Authorize General Manager to sign Conflict Waiver with Downey Brand for General Counsel Legal Services.


FINANCIAL IMPACT:

Legal Services have been programmed in the FY 2023-2024 Budget.

BACKGROUND:

Solano County Water Agency (SCWA) staff advertised a Request for Proposals (RFP) for General Counsel Legal Services on July 17, 2023. Six firms responded to the RFP. The SCWA Legal RFP Subcommittee, comprised of Mayor Moy, Director Kluge, and the General Manager, scored the submitted RFPs and interviewed the top three firms on September 7, 2023. The Subcommittee unanimously chose Downey Brand as the firm to be considered by the SCWA Board of Directors as the Water Agency’s General Counsel. Staff are recommending that the Solano Subbasin Groundwater Sustainability Agency also retain Downey Brand for General Counsel Legal Services.

The staff recommendation is to authorize the General Manager to sign a Retention Agreement (attached) with Downey Brand for General Counsel Legal Services. As Downey Brand is also Counsel for Maine Prairie Water District and Reclamation District No. 2068, we have included Conflict Waivers, even though staff do not see any immediate conflicts of interest.

Recommended:  _____
Chris Lee, 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, Chris Lee, Secretary to the Solano Subbasin 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 October 12, 2023, by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Chris Lee, Secretary to the
Solano Subbasin Groundwater Sustainability Agency

September 26, 2023

Chris Lee
Solano Groundwater Sustainability Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

Re: Representation of Solano Groundwater Sustainability Agency

Dear Mr. Lee:

Thank you for engaging Downey Brand LLP (“Downey Brand”) as counsel to represent Solano Groundwater Sustainability Agency (hereinafter “You” or “Your”) in regard to agency general counsel and compliance with the Sustainable Groundwater Management Act (the “Matter”). By signing this agreement, You agree that we may open new water-related matters, on an “as-requested” basis by You, pursuant to written or electronic confirmation between Downey Brand and You, without formally amending this Engagement Letter and the Terms of Engagement Agreement, and dependent upon such considerations as conflicts checks, caseload and workflow situations. This agreement is designed to expedite Downey Brand’s future relationships with You, but it does not create an attorney-client relationship absent an actual request, and acceptance by Downey Brand, for representation on a particular matter.

The purpose of this Engagement Letter and the attached Terms of Engagement is to confirm the terms and conditions upon which Downey Brand will provide legal services to You in regard to the Matter. A mutual understanding of the terms of our engagement from the beginning of any matter helps us to maintain a good and effective working relationship and is vital to our effective representation of You.

Downey Brand will represent You only as a public entity. Our services do not extend to the representation of any of the officers or directors of the public agency absent written agreement otherwise.

Our receipt or use of confidential information from you or others during our representation of You does not mean Downey Brand will provide any advice or other legal services other than those described in this letter.

At Downey Brand, I will be primarily responsible for this Matter. We will seek to staff this Matter in an effective and efficient manner, while best serving Client's needs. We currently anticipate that the following attorneys are likely to work on this Matter: Austin Cho. In addition, other attorneys, including junior associates, may be working with me on the Matter as the need

arises. If, at any time, You have any concerns about staffing or about our billing statements, please contact me. My office telephone number and address are above; my cell phone number is (530) 304-8217.

Downey Brand charges fees on an hourly basis and bills in tenths of one hour (.1 hour = 6 minutes). My current rate is \$415 per hour. The rates of the people listed above is/are as follows: \$380. Billing rates are set based upon seniority and depth of experience, and are subject to annual firm-wide fee adjustments on January 1 of each year. Downey Brand also charges for costs and disbursements that the firm incurs in rendering its services, as described more fully in the attached Terms of Engagement Agreement.

Downey Brand customarily requests, as a condition of undertaking new representations, that the client provide us with an advance fee deposit. A required advance fee deposit is being waived in this case. However, we reserve the right to, and You agree we may, require a further advance fee deposit in the future. Downey Brand will provide You written notice prior to requiring such a deposit, and if You decline to provide such a deposit, we may withdraw from representing You. Should we require an advance fee deposit in the future, that deposit will be handled and applied as described more specifically in the accompanying Terms of Engagement Agreement.

This Engagement Letter and the accompanying Terms of Engagement Agreement will be effective upon execution of this letter, but their effective date will be retroactive to the date Downey Brand first performed services related to the Matter. This engagement agreement may be executed in counterparts, and an electronically transmitted signature will be deemed the legal equivalent of an original signature.

If this letter, together with our attached Terms of Engagement Agreement, accurately reflect our agreement, please confirm by signing the attached Terms of Engagement Agreement and returning it to me.

If you have any questions regarding this agreement, please contact me. I encourage you to review this agreement with separate counsel, if you wish, to answer any questions or concerns you may have before signing.

Thank you again for this opportunity to assist you. I look forward to working with you.

Sincerely,

DOWNEY BRAND LLP



Rebecca R.A. Smith

RAS:lr

TERMS OF ENGAGEMENT AGREEMENT

In order to avoid any misunderstandings, it is the Firm's policy to set out the terms of our engagement at the beginning of our relationship in our Terms of Engagement Agreement, which is incorporated into the Engagement Letter provided with this Agreement. This Agreement sets forth the terms, promises, and conditions of our representation and provision of legal services to Solano Groundwater Sustainability Agency ("Client"). Except as modified in writing by the accompanying Engagement Letter or in another agreement signed by the Client and Downey Brand, the following provisions apply to the relationship between Downey Brand and Client.

I. CLIENT

Our engagement is only on behalf of Client, as identified in the Engagement Letter accompanying these Terms of Engagement, and whose signature is set forth in this Agreement. Our representation of the Client does not extend to or encompass any other person or entity affiliated with Client, including, but not limited to, any business, corporation, subsidiary, officer, director, shareholder, manager, partner, member or employee of Client ("Client's Affiliates"). Accordingly, Client understands and agrees that any representation by Downey Brand of another client adverse to any of Client's Affiliates or other third parties does not constitute a conflict of interest and does not require the Client's consent.

II. SCOPE OF LEGAL SERVICES

Downey Brand's services shall be limited to the scope identified in the accompanying Engagement Letter and upon conclusion of those services the representation shall be concluded. If Client desires that we provide additional services, Downey Brand's agreement to any expansion of the scope of its representation of the Client will be subject to, among other things, Downey Brand's approval and such additional conflict checks, consents/waivers, fee deposits, retainers, approvals, and other arrangements as Downey Brand may, in its professional judgment, deem necessary or appropriate. Unless otherwise provided in a written engagement letter between Downey Brand and Client (or written amendment of a prior engagement letter between them), the agreement reflected in these Terms of Engagement, and in the accompanying Engagement Letter, applies to Downey Brand's current representation of the Client and to any subsequent matters that Downey Brand agrees to undertake on the Client's behalf. Please note that unless specifically indicated otherwise, our engagement does not include representing Client in any adversarial proceeding, such as a court action.

III. FEES, COSTS AND DISBURSEMENTS

Our fees are based on the amount of time spent on the Matter, billed in 6-minute increments (tenths of one hour). Each attorney, legal assistant or other timekeeper assigned to any Matter at the firm has an hourly billable rate based on experience and seniority. Our billing rates are adjusted on January 1 of each year. The billing rates of attorneys assigned to your matter are set forth in the attached Engagement Letter.

In addition to fees, Client will also be billed for costs and expenses we incur in connection with our representation of Client. Costs and expenses include, but are not limited to, filing fees, telephone charges, mileage at the Internal Revenue Service mileage rate, parking, document reproduction, computerized legal research, witness fees, transcript costs, consultant and expert witness fees, messenger services, out-of-town travel, and the like. Subject to our ethical obligations, certain items may be charged at more than Downey Brand's direct cost to cover its estimated associated administrative costs, overhead and materials. More specific information regarding our cost and disbursement policies is available upon request. For larger expenses (like transcript costs or consultant or expert fees), we may request that Client directly pay the specific payee involved.

If any claim or action is brought against Downey Brand or any of its personnel, which alleges negligence or wrongdoing of the Client or a third party, or if Downey Brand or any current or former attorney or employee of Downey Brand is asked or required by a third party to testify or produce documents as a result of Downey Brand's representation of the Client, the Client agrees to pay Downey Brand for any resulting costs or expenses, including Downey Brand's time, even if Downey Brand's representation of the Client has ended. This paragraph is not intended to apply to any claim brought by or on behalf of the Client alleging wrongdoing by Downey Brand.

Although Downey Brand may already have provided you, or may in the future provide you, estimates of fees or costs that the firm anticipates will be incurred, any such estimates shall not be binding. Estimates are subject to unforeseen circumstances and are, as a matter of course, inexact. Actual fees or costs may vary from any estimates provided.

IV. BILLING AND PAYMENT

A. Billing Statements

Downey Brand will bill Client on a monthly basis for services. Our billing statements are payable promptly upon receipt. Payment is required within 30 days following the invoice date. The duty to timely pay our billing statements is solely the Client's and is not contingent upon, nor shall the payment due date be extended or otherwise affected by, any judgment or settlement; any right the Client may have for reimbursement, indemnification or insurance; or the Client's receipt of any other form of payment the Client may claim or expect to receive from any other party.

Each statement is fully due and payable upon receipt, but in no event later than thirty (30) days of its issuance date. Any statement not paid within thirty (30) days of its issuance date will accrue interest on the principal balance (fees, costs and disbursements) shown on the statement. Interest will be calculated by multiplying the unpaid balance by the periodic rate of .8333% per month (ten percent (10%) annual percentage rate). The unpaid balance will bear interest until paid. Our failure to charge Client interest on any particular statement will not constitute a waiver of our right to do so on future bills.

If the Client has any question, concern, or disagreement regarding any bill, the Client should notify us promptly, and must nevertheless promptly pay any portion of the bill that is not the subject of your question, concern or disagreement.

Our policy is to discontinue work on pending matters for a client who has not paid a statement in full (or in full having deducted for any question, concern or disagreement, as set forth above) within 75 days of the billing statement's issuance, to the extent consistent with our obligations under the applicable rules of professional conduct. In addition, and notwithstanding the previous sentence, we reserve the right to withdraw from Client's representation and immediately cease performing all services if we do not receive full payment of amounts owed to us within thirty (30) days of issuance of any billing statement.

Billing statements are confidential communications to Client that, either individually or taken together, are reasonably apt to reveal the nature, strategy and status of our representation of Client, including information regarding legal opinions formed or advice given by us to Client in the course of our attorney-client relationship. We therefore consider billing statements to be confidential attorney-client communications, subject to the attorney-client privilege, that may also contain attorney work product. Client agrees that billing statements reflect attorney-client communications, subject to the attorney-client privilege, that may also contain attorney work product, and signifies that understanding and agreement by executing this Agreement.

B. Advance Deposit

As noted in the attached Engagement Letter, while we are not requiring an advance fee deposit from Client at this time, we reserve the right to do so. By signing below, Client agrees that Downey Brand may require an advance fee deposit in the future by giving Client written notice that we require such a deposit, and if Client declines to provide such a deposit, we may withdraw from representing Client. Should we require an advance fee deposit in the future, that deposit will be applied against attorney's fees and costs incurred in connection with the services we provide under this Agreement. This deposit amount will be applied against each statement, and Client agrees to make further payments toward Client's deposit in the amount necessary to replenish the original amount of the deposit. Such further amounts are due and payable under the same terms and conditions as Client's required payment of periodic statements. All further amounts paid to replenish Client's deposit shall be held and applied in the same manner as Client's initial deposit.

Interest on Lawyers Trust Account (IOLTA) Trust Account: Client's advance fee deposit will be placed in our client trust account in Client's name. The interest on that trust account is paid to the California State Bar in accordance with California law. Client authorizes the firm to withdraw the principal from the trust account to pay Client's bill for fees and costs as they are incurred. Any unused deposit remaining at the conclusion of our services will be refunded to Client.

V. WAIVER CONCERNING INTERNAL DOWNEY BRAND LLP ATTORNEY-CLIENT PRIVILEGE

We may need to consult, at our own expense, with our own counsel (for example, our General Counsel, other firm lawyers who do not perform work for the Client on the Matter, or our own outside counsel) regarding our engagement with Client. To the extent that we are addressing our own rights and responsibilities, a conflict of interest could be considered to exist between us and Client as to any such consultation or resulting communications, particularly if a dispute were to arise between Downey Brand and the Client regarding the Matter, as described in the accompanying Engagement Letter.

By signing this Agreement, and as a condition of this engagement, Client consents to such consultation occurring and waives any claim of conflict of interest based on such consultation or resulting communications that could otherwise disqualify us from continuing to represent the Client or from acting in our own behalf, even if such consultation or communications might be deemed adverse to the interests of Client. By signing this Agreement, Client consents and waives any such claims of conflict. By signing this Agreement, Client further acknowledges and agrees that any such consulting and communications are protected from disclosure to the Client, by Downey Brand's own attorney-client privilege.

VI. OUR RESPECTIVE RESPONSIBILITIES

A. Downey Brand

Downey Brand will represent Client as described in the scope of services set forth in the accompanying Engagement Letter and in this Agreement. Downey Brand will take reasonable steps to keep Client informed about significant developments relating to the representation.

By signing below, Client agrees that it understands that Client should not, and will not, look to or rely upon Downey Brand for any investment, accounting, financial or other non-legal advice, including, without limitation, any advice regarding the character or credit of any person or entity with whom the Client may be dealing.

Although Downey Brand will, at times, communicate with Client by email, letter, or written form, we may provide much of our counsel and assistance in person in meetings, or in telephone conversations with Client. If Client ever wishes for us to confirm any advice in writing, please be sure to let us know.

We also have a duty of confidentiality to Client, and to each of our other clients. We take this duty very seriously and, except to the extent permitted by the applicable rules of professional conduct, we will not disclose any confidential information of Client to any other client or person. Likewise, we cannot and will not disclose to Client the confidences of any other client, even when such information relates to matters that might affect Client.

B. Client

Our effective representation of Client requires accurate and complete information, and the necessary help of Client. Client agrees to provide us with complete and candid information regarding the Matter, and to keep us informed of any relevant developments or changes in facts or circumstances. Client further agrees to make decisions necessary for us to fulfill our responsibilities in the Matter and otherwise provide us with Client's reasonable assistance and cooperation during the course of this representation.

VII. INSURANCE COVERAGE

While Client has not retained Downey Brand to represent Client in connection with issues relating to insurance coverage, it is important that Client consider notifying any relevant insurance carriers of the Matter, in order to determine whether there is insurance coverage for the Matter involved or any claim(s) asserted or anticipated in connection with the Matter.

VIII. WAIVER OF FUTURE CONFLICTS OF INTEREST

Our agreement to represent Client is conditioned upon the understanding that we are free to represent any clients (including current, former, and future clients, and including Client's adversaries), and to take positions either adverse to Client or an affiliate of Client in any matters that do not involve the same or substantially related factual and legal issues, as matters for which Client has retained us or may hereafter retain us, and where we have not obtained confidential information of Client material to the representation of that other client. Such representations may include, for example, appearance on behalf of another client adverse to Client in litigation or arbitration, and can also, if necessary, involve examination or cross-examination of Client's personnel on behalf of that other client in such proceedings or in other proceedings to which Client is not a party, provided the other matter is not substantially related to our representation of Client, and in the course of representing Client, we have not obtained confidential information of Client material to the representation of that other client.

In agreeing to these conditions, Client should be aware that we provide services on a wide variety of legal subjects to a large number of clients, some of whom are or may be operating in the same area(s) of business in which Client operates or may operate. A summary of our current practices and industries in which we represent clients is available on our website at www.downeybrand.com. In particular, for example, Client should be aware that we frequently represent clients in the water and groundwater industries. Client consents to these other representations, including but not limited to representations of other clients in the water industry and waives any actual or potential conflict that may arise from such current or future representations, so long as those other representations do not involve the same or substantially related factual and legal issues as a current active engagement for Client.

By consenting to this arrangement, Client is waiving our obligation of loyalty to it so long as we maintain Client's confidentiality and adhere to the foregoing limitations. We seek this consent to allow our Firm to meet the needs of existing and future clients, and to remain available to those other clients, and to render legal services with vigor and competence.

We will, of course, hold in confidence Client's secrets and confidences. Likewise, Client understands that, while Downey Brand may obtain confidential information from other clients that may be of interest to Client, Downey Brand cannot and will not share such information with Client.

IX. TERMINATION OR END OF REPRESENTATION

A. Termination by Client

Client may terminate this representation at any time, with or without cause, but in the case of litigation, court approval may be necessary.

B. Termination by Downey Brand

Subject to the application of the applicable rules of professional conduct, Downey Brand also reserves the right to withdraw if, among other things, Client fails to timely pay our billing statements; Client fails to cooperate or follow Downey Brand's advice on a material matter; or any fact or circumstances arise that, in Downey Brand's view, renders our representation unlawful or unethical, or we otherwise have the right to withdraw pursuant to the applicable rules of professional responsibility. Any termination of our representation of Client would be subject to such approval as may be required from any court(s) or tribunal(s) in which we are appearing on Client's behalf. In the event of termination by either of us, Client agrees to pay us fees and costs for work performed prior to termination, to the extent permitted by law.

C. End of Representation and Applicable Date

Unless otherwise agreed in writing, Client agrees, by signing this Agreement, that our representation will be considered to be complete, and to have ended, upon the earliest date of: (i) Client's termination of the representation (if applicable); (ii) Downey Brand's withdrawal from the representation (if applicable); (iii) the substantial completion Downey Brand's substantive work for Client; (iv) our sending you our final billing statement for services rendered in the Matter; or (v) that date upon which Downey Brand has provided no services to client for a six-month period, except where we are awaiting an action or decision by a court, tribunal or governmental agency, or specific actions are necessary to complete the representation that extend beyond the six-month period. We may send you a letter to confirm the end of representation, but our failure to send such a letter shall not change the Agreement set forth in this paragraph, and shall not be considered to be an extension of our services.

When our representation ends, all unpaid charges for fees or costs shall be due and payable immediately.

X. FILES

Unless otherwise required by outside counsel guidelines or specific client instruction, Downey Brand will retain all hardcopy and electronic records for a period consistent with its internal Record Retention policy. When that time expires, Downey Brand's policy is to destroy all records related to the Matter in a manner that preserves confidentiality. Downey Brand will

make best efforts to contact Client, using the most up to date contact information in its possession, prior to the destruction of any records so that you may provide alternate retention instructions as necessary. Client understands, and agrees, that records related to the Matter will be destroyed in the absence of such alternate instruction or if Downey Brand is unable to establish contact with Client. If Client has a Records Retention Policy in place with which outside counsel will need to comply, please advise us so that we may so inform our Records Manager.

We reserve the right to make, at our expense, certain copies of all documents generated or received by us in the course of our representation. When you request copies of documents from us, copies that we generate will be made at Client's expense. We will maintain the confidentiality of all documents throughout this process.

Our own files pertaining to the Matter will be retained by the firm (as opposed to being sent to Client) or destroyed. These firm files include, for example, internal communications, firm administrative records, time and expense reports, personnel and staffing materials, and credit and account records. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any of our own files within a reasonable time after the engagement has concluded.

XI. ARBITRATION

A. Fee Disputes

Client has the right to have any fee dispute handled in accordance with the Mandatory Fee Arbitration Act set forth in Business and Professions Code §§ 6200, et seq. Venue for any mandatory fee arbitration proceeding shall be the Sacramento County Bar Association's Mandatory Fee Arbitration Program. Any *de novo* proceeding following (or in lieu of) arbitration under the Mandatory Fee Arbitration Act shall be subject to binding arbitration in Sacramento County, California, before a single retired judge or justice.

B. Other disputes

Any other dispute arising from this Agreement or services provided pursuant to this Agreement, including without limitation any claim for breach of contract, breach of fiduciary duty or of any duty to any of the parties hereto, or legal malpractice, also shall be subject to binding arbitration in Sacramento County, California, before a single retired judge or justice.

C. Discovery

Pursuant to Code of Civil Procedure § 1283.1(b), the provisions of Code of Civil Procedure §1283.05, which addresses discovery in arbitration, are incorporated into and shall be applicable to an arbitration conducted pursuant to subsection (B) of this Section of this Agreement, but not to an arbitration conducted pursuant to subsection (A) of this Section of the Agreement. *Client acknowledges that, by agreeing to binding arbitration, client waives any right to (1) engage in formal discovery pursuant to the Code of Civil Procedure (except as may*

be permitted within the arbitration proceeding as set forth above), (2) a jury trial, (3) a court trial, or (4) an appeal.

XII. CHOICE OF LAW, JURISDICTION, AND SEVERABILITY

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Venue of any action or proceeding arising out of this Agreement, or out of services performed pursuant to this agreement, shall be the Superior Court of the State of California, in and for the County of Sacramento. If any provision of this Agreement is held in whole or part to be unenforceable, the remainder of that provision and of the entire Agreement will be severable and remain valid, enforceable and in effect.

XIII. BINDING AGREEMENT

The accompanying Engagement Letter and this Terms of Engagement Agreement represent the entire understanding and agreement between Client and Downey Brand with respect to the subject matter referred to herein. By signing below, Client acknowledges that Client has carefully reviewed the accompanying Engagement Letter and these Terms of Engagement Agreement, understands their content, and agrees to be bound by all of the terms and conditions set forth in such documents. ***Furthermore, Client acknowledges that Downey Brand has made no representations or guarantees to Client regarding the outcome of the Matter or the time necessary to complete the Matter. Downey Brand makes no such promises or guarantees.*** The provisions of the Engagement Letter and Terms of Engagement Agreement may only be amended in writing and signed by both parties.

DATED: September 27, 2023

BY: _____



Rebecca R.A. Smith

ACCEPTANCE

The undersigned hereby accepts the terms and conditions set forth in this Agreement and the accompanying Engagement Letter pertaining to the engagement of Downey Brand LLP for the legal services described in this Agreement and the accompanying Engagement Letter. In doing so, the undersigned represents and warrants that Client has read and understood the terms disclosures and provisions of this Agreement, and further warrants and represents that he is authorized and competent to execute this agreement.

DATED: _____

BY: _____

Chris Lee
Solano Groundwater Sustainability
Agency

October 6, 2023

Mr. Chris Lee
General Manager
Solano Groundwater Sustainability Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

Re: Simultaneous Representation and Waiver of Potential Conflicts

Dear Mr. Lee:

Thank you for selecting Downey Brand LLP (“Downey Brand” or the “Firm”) to serve as counsel to Solano Groundwater Sustainability Agency (“SGSA”) as general counsel to that entity. I write to you to request the waiver of potential conflicts with two existing Downey Brand clients.

As we have discussed, Downey Brand also represents two signatories to the Solano Groundwater Sustainability joint powers agreement: Reclamation District No. 2068, and Maine Prairie Water District (“Member Agencies”).

The firm currently represents Maine Prairie Water District as that entity’s general counsel, and in that capacity advises the district on matters related to surface water supply within its boundaries. Neither matter is related to the representation you have asked us to undertake.

The firm also represents Reclamation District No. 2068 as that entity’s general counsel, and in connection with that district’s work on the Little Eggbert Project. Neither matter is related to the representation that you have asked us to undertake.

I. POTENTIAL AND ACTUAL CONFLICTS

As we have explained to you, and based on the information you have provided to us, we do not believe that our representation of SGSA in connection with your general counsel needs presently involves any actual conflicts of interest. You should be aware, however, that such simultaneous representation of SGSA and its members may involve future potential conflicts.

The potential future conflicts include, for example: the possibility that you and one or both of the Member Agencies dispute your respective obligations to each other under the joint powers agreement; future disputes between you and RD 2068 related to the Little Eggbert Multibenefit Project, which will be carried out within your service area; disputes between you

and a Member Agency about your respective legal responsibilities or rights to groundwater under SGMA.

The rules of legal ethics governing attorneys prohibit our firm from representing one current client adversely to another current client, absent both clients' informed written consent after disclosure of the conflict and the opportunity to seek the advice of independent counsel. This is the case even if the representations are not related, as is the case here. While SGSA and the Member Agencies are not currently adverse in these representations, we have disclosed this possibility and, in an excess of caution, will seek a waiver from each entity.

In order to obtain a waiver, we must disclose to each affected client the relevant circumstances and reasonably foreseeable adverse consequences of concurrent representation. The purpose of this letter is to make these disclosures to you, and seek your informed consent to potential and actual, if applicable, present and future conflicts, as described herein.

II. REASONABLY FORESEEABLE AND ADVERSE CONSEQUENCES

Theoretically, the following foreseeable and adverse consequences to you could result from the simultaneous representation of you and the Member Agencies.

A. Duty of Loyalty

Attorneys have a duty of loyalty requiring them to do their professional best to serve each client they represent. This standard requires our attorneys to pursue each client's position(s) vigorously, which may require attorneys to take advantage of an opposing party's weaknesses, if they are known and it is ethical to do so. Thus, when we represent multiple clients in the same region or industry (for example, multiple members of a JPA) either or both clients might be concerned that could favor one or another client and, as a result, fail to press the one client's interests as vigorously as possible in order to gain favor with the other client.

While based on what is currently known and knowable, we do not believe this result would occur, such a result is at least theoretically possible. Our representation of the Member Agencies should not lessen our representation of you in our general counsel capacity. Nonetheless, it is important to disclose the possibility of these conflicts and consequences to you. Further, should a conflict under the duty of loyalty arise in the future, we would raise the issue with you at that time to determine whether the conflict waiver may continue in place.

At this time, we believe that we are able to provide competent and diligent representation to both SGSA and the Member Agencies, but if at any time we do not feel that we are able to do so, we may need to withdraw from our representation of one or both clients.

B. Client Communication and the Duty of Confidentiality

California attorneys also have two duties that may conflict when they represent one client against another who is a client in the same or separate matter or that have potentially or actually conflicting positions. First, under the duty of confidentiality, attorneys must guard client confidences and secrets at every peril to themselves. Second, attorneys must keep their client

reasonably informed about significant developments related to their clients' representation. Thus, under the duty of confidentiality, we are not allowed to reveal to SGSA any confidences we receive from the Member Agencies, and conversely, we also are not allowed to reveal to other clients any confidences or secrets we obtain from you. At the same time, if we possess any such confidences or secrets that constitute or relate to significant developments in a client's representation, we would have a duty to disclose those confidences and secrets to that client (either you or the Member Agencies, as the case may be).

Thus, for us to represent both you and the Member Agencies, each of you must waive the conflict posed by the collision of these two rules. Specifically, you and the Member Agencies must each waive any right you might otherwise have for us to reveal to you the confidences or secrets of the other, or to use such confidences or secrets of the other to your benefit.

The most obvious foreseeable adverse consequence related to such a waiver is that, even if attorneys representing you possess confidences and secrets of the other clients that may be helpful in your representation, they will not reveal to you or use such confidences or secrets.

By signing below, you acknowledge that potential consequence, and waive any right you might otherwise have for us to reveal to you the confidences or secrets of Member Agencies where applicable to you, or to use such confidences or secrets of theirs to your benefit.

C. Other Foreseeable and Adverse Consequences

We also note that in theory there could be other adverse consequences to you from this representation that we cannot now reasonably foresee. Please be aware that if litigation or a direct and unwaivable conflict arises between you and the Member Agencies, we would likely be unable to represent either of you, and would have to refer those other clients or parties to another law firm.

D. Conflict Procedures

In the event of a dispute or conflict between you and either Member Agency, Downey Brand could be disqualified from representing one or both of you absent written consent from each of you. Thus, Downey Brand believes it best for you and the Member Agencies to agree at the time of this Agreement to a method for resolving any such conflicts or disputes as they arise. Upon discussion of that advice, you have agreed to the following procedures in the event of a conflict:

- **Actual conflicts of interest:** If either of you or Downey Brand perceives that an actual conflict of interest has developed, the person forming that concern agrees to promptly notify all other parties to this consent. By signing below, you acknowledge and agree that Downey Brand may not be able to inform you of the details of a conflict due to its duty of confidentiality or attorney client privilege.
- **Resolving conflicts:** By signing below, you agree that, in the event that an adversity arises between you and either of the Member Agencies (and even if an

actual conflict of interest develop between you and either of those entities) that makes it inappropriate for Downey Brand to continue to represent both of you:

- Downey Brand will continue to represent the Member Agency on the adverse matter.
- You expressly consent to our continued representation of the Member Agency and our withdrawal from our representation of SGSA on the adverse matter. SGSA agrees that it will not assert that it is a conflict of interest for Downey Brand to continue to represent Member Agency and that it will not seek to have Downey Brand disqualified or enjoined from representing Member Agency on the adverse matter.
- Member Agency, in turn, agrees that it will not assert that it is a conflict of interest for Downey Brand to continue to represent SGSA on matters not adverse to Member Agency, and that it will not seek to have Downey Brand disqualified or enjoined from representing SGSA on such matters.
- **Client confidences:** All parties to this agreement agree that client confidences will be maintained, and that neither SGSA nor Member Agencies will request or be provided confidential information regarding other firm clients.
- **Alternate counsel:** If appropriate, Downey Brand will help with arrangements to obtain separate representation for either or both clients.

If you would like to discuss this matter further, we are available to do so. Also, if you wish to discuss this waiver with an independent attorney at another firm prior to signing this letter or waiving any conflicts, we encourage you to do so.

If you agree to waive the conflicts described above, please so signify by executing one of the enclosed duplicates of this letter below and returning it to me. Please do not hesitate to call me if you have any questions or comments regarding the above-issues.

Sincerely,

DOWNEY BRAND LLP



Rebecca R.A. Smith

AGREED AND ACCEPTED:

I have read the foregoing letter concerning the conflicts or potential conflicts associated with Downey Brand LLP's representation of Solano Groundwater Sustainability Agency as its general counsel. I am authorized to waive such conflicts on behalf of SGSA and, after having the opportunity to consult with independent counsel, SGSA waives any and all conflicts that may arise from this representation, as set forth in the foregoing letter.

Dated: _____

Chris Lee
General Manager, Solano Groundwater Sustainability
Agency

ACTION OF
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

DATE: October 12, 2023

SUBJECT: Amendment 1 to Joint Powers Agreement Creating the Solano Subbasin Groundwater Sustainability Agency

RECOMMENDATION:

- 1. Approve Amendment 1 revisions to Joint Powers Agreement Creating the Solano Subbasin Groundwater Sustainability Agency.
- 2. Authorize Board Member signatures to Amendment 1 to Joint Powers Agreement Creating Solano Subbasin Groundwater Sustainability Agency.

FINANCIAL IMPACT:

None.

BACKGROUND:

The Joint Powers Agreement (JPA) creating the Solano Subbasin Groundwater Sustainability Agency (Solano GSA) became effective upon signature of all parties on June 8th, 2017.

Under Section 15.11 of the JPA, the agreement may be amended at any time, provided that any such amendment is reduced in writing, signed by all Members hereto, and adopted by unanimous vote by the entire Board of Directors.

Staff are recommending that the Board of Directors approve the revisions in Amendment 1 (attached) to the JPA and Authorize Board Member signatures to Amendment 1 to the JPA. A unanimous vote is required by all Members to Authorize an Amendment to the JPA.

Recommended:  _____
Chris Lee, 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, Chris Lee, Secretary to the Solano Subbasin 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 October 12, 2023, by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Chris Lee, Secretary to the
Solano Subbasin Groundwater Sustainability Agency

FISRT AMEDMENT TO THE
JOINT POWERS AGREEMENT
CREATING THE SOLANO SUBBASIN
GROUNDWATER SUSTAINABILITY AGENCY
(October 12, 2023)

This JOINT POWERS AGREEMENT CREATING THE SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY is entered into this 8th day of June, 2017 (**Effective Date**) by and among the CITY OF DIXON and CITY OF RIO VISTA, each municipal corporations organized and existing under the laws of the State of California, SOLANO COUNTY, a subdivision of the State of California, DIXON RESOURCE CONSERVATION DISTRICT and SOLANO RESOURCE CONSERVATION DISTRICT, both California Resource Conservation Districts authorized under Division 9 of the California Public Resources Code, MAINE PRAIRIE WATER DISTRICT, a California Water District organized under the laws of the State of California, and RECLAMATION DISTRICT 2068, a Reclamation District authorized under Division 15 of the California Water Code (each a “**Party**” and collectively “**Parties**”). There are no other parties to this Agreement.

ARTICLE 1: RECITALS.

1.1. The Sustainable Groundwater Management Act of 2014 (“**Act**”) went into effect on January 1, 2015, and requires the sustainable management of high- or medium-priority Groundwater basins.

1.2. The Act allows certain local agencies to become a Groundwater Sustainability Agency and adopt a Groundwater Sustainability Plan to manage and regulate Groundwater.

1.3. Each Party to this Agreement overlies a portion of the Solano Subbasin, a medium-priority Groundwater subbasin, and the parties wish to form a multi-agency GSA through a Joint Powers Agreement, as allowed by the Act, to serve as a GSA in the Solano Subbasin, identified in the Department of Water Resources’ Bulletin 118 as Groundwater Basin Number 5-21-66.

1.4. The Parties, by and through their respective governing bodies, have determined that it will be mutually beneficial to enter into this Agreement and desire to create the Solano Subbasin Groundwater Sustainability Agency (“**Agency**”).

1.5. The Parties, acting through and by the Solano Subbasin Groundwater Sustainability Agency created by this Agreement, intend to work cooperatively with other GSAs operating in the Solano Subbasin and the Sacramento Valley Groundwater Basin to manage the basin sustainably pursuant to the requirements set forth in the Act.

NOW, THEREFORE, in consideration of the promises, terms, conditions, and covenants contained hereinafter and the above Recitals, which are incorporated by this reference, the Parties agree as follows:

ARTICLE 2: DEFINITIONS

2.1 **DEFINITIONS.** As used in this Agreement, unless the context requires otherwise, the meanings of the terms set forth below shall be as follows:

2.1.1 “**Act**” refers to the Sustainable Groundwater Management Act of 2014 and all implementing regulations, as amended from time to time.

2.1.2 “**Agency**” means the Solano Subbasin Groundwater Sustainability Agency.

2.1.3 “**Agreement**” means this Joint Powers Agreement Creating the Solano Subbasin Groundwater Sustainability Agency, as may be amended from time to time.

2.1.4 “**Alternate**” shall mean an alternate to a Director as set forth in Section 6.1.

2.1.5 “**Board of Directors**” or “**Board**” means the governing body of the Agency, as set forth in Article 6.

2.1.6 “**Budget**” is defined in Section 11.3.

2.1.7 “**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.

2.1.8 “**Director**” or “**Directors**” mean a member or members of the Board of Directors governing the Agency.

2.1.9 “**DWR**” means the California Department of Water Resources.

2.1.10 “**Effective Date**” means the earlier to occur between (1) the date on which the last Party executes this Agreement; or (2) June 7, 2017.

2.1.11 “**Fiscal Year**” means July 1 through June 30.

2.1.12 “**Fund**” is defined in Section 11.1.

2.1.13 “**Groundwater**” shall have the definition set forth in the Act.

2.1.14 “**GSA**” means a Groundwater Sustainability Agency as defined in the Act, and shall also mean the GSA formed by the Agency.

2.1.15 “**GSA Boundary**” or “**Agency Boundary**” means the boundary of the Agency as depicted in **EXHIBIT A**.

2.1.16 “**GSP**” means Groundwater Sustainability Plan as defined in the Act and shall also mean any GSP adopted by the Agency.

2.1.17 “**Initial Budget**” is defined in Section 11.3.

2.1.18 “**Management Area**” shall mean that portion of the Solano Subbasin to be managed by the Agency pursuant to an adopted GSP, as depicted in **EXHIBIT A**.

2.1.19 “**Member’s Governing Body**” means the Board of Directors, City Council, or other legislative body that controls each individual Member of the Agency.

2.1.20 “**Member**” means Signatory Members and Non-Signatory Members.

2.1.21 “**Non-Signatory Member**” means the California Water Service Company (“**Cal Water**”) and other designated private entities that agree, through a separate memorandum of agreement or other legal agreement, to be bound by the terms of this Agreement.

2.1.22 “Party” and “Parties” is defined in the preamble.

2.1.23 “Project” is defined in Section 10.2.

2.1.24 “Project Agreement” is defined in Section 10.3.

2.1.25 “SCWA” shall mean the Solano County Water Agency.

2.1.26 “Signatory Members” shall mean each Party that has executed this Agreement.

2.1.27 “Solano Subbasin” or “Subbasin” shall mean the Solano Subbasin of the Sacramento Valley Groundwater Basin (Subbasin No. 5-21.66 as identified by DWR’s Bulletin 118).

2.1.28 “Special Management Area” or “SMA” means a subarea of the Management Area where the presence of local conditions for one or more critical parameters differ from those of the Management Area at large, and where the GSA Board has determined various subareas of the Management Area will benefit by identifying site specific conditions of water demand, water use, water source, management strategies, or other characteristics, as established in Article 9.

2.1.28 “Supermajority Vote” is defined in Section 6.9.

2.1.30 “Sustainability Goal” shall have the definition set forth in the Act.

2.1.31 “Sustainable Yield” shall have the definition set forth in the Act.

2.1.32 “SWRCB” means the California State Water Resources Control Board.

2.1.33 “TAC” shall mean a Technical Advisory Committee established pursuant to Article 8.

2.1.34 “Undesirable Result” shall have the definition set forth in the Act.

2.1.35 “Withdrawing Member” is defined in Section 13.2.

2.1.36 “Withdrawal Notice Period” is defined in Section 13.2.

Any and all other terms utilized herein shall be read consistently with the definitions found in the Act.

ARTICLE 3: PURPOSES AND PRINCIPLES

3.1 **Purpose.** The purpose of this Agreement is to create a joint powers agency separate from its Members that will become the GSA for the Management Area, so that the Members may collectively develop, adopt, and implement one or more GSPs for the sustainable management of Groundwater for that portion of the Subbasin underlying the jurisdictional boundaries of the Members, including Special Management Areas, as those boundaries may be amended from time to time. Notwithstanding their intent to collectively develop, adopt, and implement one or more GSPs, the Members intend to cooperatively work together to ensure that Groundwater in the Management Area is proven to be sustainably managed by the January 1, 2040 regulatory deadline and thereafter. The Members agree that each Member shall maintain complete control and autonomy over the surface water and Groundwater assets to which they are currently legally entitled, and the Members make no

commitments by entering into this Agreement to share or otherwise contribute their water supply assets as part of Membership in the GSA or as part of the preparation and/or implementation of any GSP. The geographic boundaries of the GSA are set forth in the map attached hereto as **EXHIBIT A**, and incorporated herein by this reference. The Agency will also represent the Members in discussions with other Solano Subbasin and Sacramento Valley Basin GSAs. The Agency shall enter into Coordination Agreements or MOUs with those entities that form GSAs as required by the Act, in order to achieve integrated, comprehensive Subbasin-wide planning management that satisfies the Act. The Agency intends to involve the public and area stakeholders through outreach and engagement in developing, implementing, monitoring, and administering one or more GSPs for the Management Area.

3.2 **Cardinal Principles.** Seven cardinal principles guide the formation of this Agency, shall govern the actions of this Agency, and shall be incorporated into any GSP adopted by the Agency:

3.2.1 Compliance with the requirements of the Act and subsequent laws and regulations related thereto;

3.2.2 Protection of groundwater resources in the Solano Subbasin;

3.2.3 To the maximum extent allowable while still being consistent with the requirements of the Act, protection of existing reasonable and beneficial uses of water in the Solano Subbasin and surrounding areas;

3.2.4 To the maximum extent allowable while still being consistent with the requirements of the Act, protection of existing and future legal rights to Groundwater;

3.2.5 Providing assurances for the full and fair representation of all stakeholders with an interest in Groundwater in the Solano Subbasin;

3.2.6 Recognizing the value of local management of Groundwater resources, of the distinct water regions within Solano County, and Special Management Areas designated by the Agency;

3.2.7 To the maximum extent allowable while still being consistent with the requirements of the Act, respecting the existing riparian, pre-1914, and permitted surface water rights of landowners and agencies, and existing surface water purchase agreements.

3.3 **Governance Guiding Principles.** The following principles will guide the actions of this Agency:

3.3.1 Respecting Current Water Rights and Reasonable/Beneficial Uses. The Members recognize that the Act does not modify any rights to water, and Members are committed to protecting both current water rights, and current reasonable and beneficial water uses, in the implementation of the Act.

3.3.2 Right of Access. The Members agree to ensure that every pumper, water purveyor, and property owner in the Management Area has access to the sustainable yield of the Groundwater aquifer beneath their property consistent with their legal rights, subject to the terms of any GSP developed and adopted pursuant to this Agreement, and subject to the requirements imposed by the Act.

3.3.3 Collaboration. The Members agree that the approach under this Agreement is explicitly collaborative. The Members believe and agree that the best results for the GSA will be achieved

though engagement with all stakeholders in the Solano Subbasin in an effective process that finds solutions that respect the various interests within the community.

3.3.4 Importance and Sharing of Technical Information/Resources. The Members acknowledge that technical information, knowledge, and resources are critical to the success of the GSA. The Members agree to the open and transparent sharing of Groundwater and other pertinent data, information, and knowledge relative to the management of Groundwater, between the Members and stakeholders within the Subbasin. This section is not to be construed to require a Member or stakeholder to disclose privileged, proprietary, trade secret protected or other confidential information.

3.3.5 Fact-based Decision-making. The Members commit to fact-based decision-making as a central focus of the Agency's efforts.

3.3.6 Emphasis on Voluntary Measures. In addition to any measures adopted or set forth in a GSP, the Members agree to initially address any Groundwater issues in the Management Area through the use of voluntary measures identified, developed, and implemented by Members and property owners within the affected SMA or SMAs. If voluntary measures are found to be inadequate to achieve sustainability in the Management Area within a timeframe adequate to meet the deadlines established in the Act, the GSA Board will resort to the other powers and mechanisms granted to GSAs under the Act.

3.3.7 Recognition of Unique Hydrologic Regions and Need for Local Management. The Members recognize that the best solutions for managing localized Groundwater issues often come from the agencies, organizations, and property owners closest to the unique hydrologic regions of the Solano Subbasin. Because of this, the Members commit and agree to support one or more GSPs that employ multiple geographically-tailored management areas, called Special Management Areas. The Members also agree to support local management approaches to Groundwater sustainability.

3.3.8 Maximize Knowledge and Opportunity. The Members recognize that the Act represents only one of several efforts being implemented to better manage water resources within the State of California. In furtherance of this recognition, the Members agree to find potential synergies between any related Groundwater management efforts in order to reduce costs and minimize duplicative efforts, and to maximize the benefits, knowledge, and opportunities of the GSA/GSP process.

3.3.9 Sharing of Costs.

3.3.9.1 The Members intend that costs for the administration and overhead expenses of the GSA shall be paid from assessments, fees, and charges imposed by the Agency pursuant to SGMA and other legal authority.

3.3.9.2 To the extent practicable, the costs for development and implementation of the GSP and any Groundwater management Projects pursuant thereto will be borne by the beneficiaries within that SMA.

3.3.10 Maximize Recharge. The Members agree to seek to maximize the Groundwater recharge capacity of the Management Area through actions taken in furtherance of the GSP.

3.3.11 Economic Impacts. The Members agree to consider the economic impacts of any future GSA actions taken in furtherance of this Agreement, and commit to minimize and/or mitigate any adverse economic impacts where reasonably feasible.

3.3.12 Undesirable Results. The Act requires that Groundwater basins be managed to avoid Undesirable Results. The Members understand and agree that it may be necessary for the Agency to restrict Groundwater extraction in certain subareas of the Management Area to remedy proven or prevent continued Undesirable Results. Any such restrictions shall be imposed with the recognition that the corrective action must be effective enough to remediate the Undesirable Result. The Members further agree that Special Management Areas that can show that Groundwater is being sustainably managed shall not be subject to Groundwater extraction restrictions or water use limitations.

3.3.13 Credit for Recharge of the Subbasin.

3.3.13.1 Some Members currently recharge Groundwater within the Management Area, and others plan to do so in the future. The Members agree that it is important that the Agency, on a priority basis, develop standards for determining the appropriate credit to be granted to Members for recharge in the Management Area, and that such standards be included in the GSP.

3.3.13.2 In determining the standards, the Agency shall make use of all existing data developed by the Member.

3.3.14 Stakeholder Participation. Prior to or during preparation of any GSP, the Agency will encourage participation by stakeholders as appropriate, including, but not limited to state, federal and tribal governments, water and Groundwater management agencies and districts, land use entities such as counties and cities, non-governmental organizations representing water, Groundwater, environmental, and environmental justice interests, agricultural interests, universities, and the public.

ARTICLE 4: FORMATION AND POWERS

4.1 **Creation of Separate Entity**. Upon the Effective Date the Agency is hereby created as a joint powers agency pursuant to the provisions of Government Code §6500, *et seq.* as a public agency separate from its Members. The principle offices shall be:

Solano Subbasin Groundwater Sustainability Agency
c/o Solano County Water Agency
810 Vaca Valley Parkway, Suite 201
Vacaville, CA 95688
Phone: 707.451.6090
Fax: 707.451.6099

Within thirty (30) days of the Effective Date, the Members shall cause a notice of this Agreement to be prepared and filed with the office of the California Secretary of State as required by Government Code §§6503.5 and 53051. The boundaries of the Agency shall be as depicted in **EXHIBIT A** attached hereto.

4.2 **Certification**. Each Signatory Member certifies and declares that it is a public agency, as defined by Government Code § 6500, that is authorized to enter into a joint powers agreement to contract with each other for the joint exercise of any common power under Article I, Chapter 5, Division 7, Title 1 of the Government Code.

4.3 **Creation of GSA**. As soon as possible after formation, the Agency shall proceed with the requirements for electing to become a GSA for the Management Area, culminating in a notice to be filed with DWR no later than June 30, 2017.

4.4 **Powers.** The Agency is hereby authorized, in its own name, to do all acts necessary for carrying out the purposes of this Agreement and complying with the Act. Upon successfully electing to be a GSA, the Agency is hereby authorized to exercise the common powers of its Signatory Members and all additional powers granted to GSAs in the Act.

4.5 **Restrictions on Exercise of Powers.**

4.5.1 Notwithstanding the broad grant of power to the Agency set forth in Section 4.4, the Agency shall not have the power to bind any Member to any monetary obligation whatsoever by this Agreement other than that authorized by the Members through this Agreement.

4.5.2 No debt, liability, or obligation of the Agency shall constitute a debt, liability or obligation of any of the Members, except as otherwise provided in this Agreement.

4.5.3 The powers granted to the Agency by this Agreement and by the Act do not supersede the land use authority of any of the Signatory Members.

4.5.4 After formation of the SMAs, Groundwater issues in the Management Area shall be addressed through the use of voluntary measures identified, developed, and implemented by Members and property owners within the affected SMA or SMAs. If voluntary measures are found to be inadequate to achieve sustainability in the Management Area within a timeframe adequate to meet the deadlines established in the Act, the GSA Board will resort to the other powers and mechanisms granted to GSAs under the Act.

4.6 **Designation.** Pursuant to Government Code § 6509, the Members hereby designate Solano County for purposes of determining restrictions upon the manner of exercising the power of the Agency.

ARTICLE 5: MEMBERS

5.1. **Member Responsibilities.** The Members intend that the Agency provide for the joint exercise of certain powers common to the Signatory Members in studying, planning, and cooperatively and sustainably managing Groundwater in the Management Area, and for the exercise of such additional powers as are conferred by law in order to meet the requirements of the Act. The Signatory Members are each empowered by the laws of the State of California to exercise the powers specified in this Agreement, and to comply with the provisions of the Act and other laws. These common powers shall be exercised for the benefit of any one or more of the Members or otherwise in the manner set forth in this Agreement. Subject to the limitations set forth in this Agreement, the Agency shall have the powers to perform all acts necessary to accomplish its purpose as stated in this Agreement.

5.2 **Initial Members.** The initial Members of the Agency shall be the original Parties.

5.3 **New Members.** Additional entities eligible to participate in a GSA under the Act may join this Agreement as a Party or through a Memorandum of Understanding, and thereby become a Member of the GSA, provided that the prospective new Member (a) is eligible to join a GSA as provided by the Act; (b) receives an affirmative vote from the Board as provided in this Agreement, (c) pays its proportionate share of previously incurred costs that the Board determines have resulted in benefit to the prospective member; (d) pays all applicable fees and charges; and (e) agrees in writing to the terms and conditions of this Agreement.

ARTICLE 6: GOVERNANCE.

6.1 **Board of Directors.** The business of the Agency will be conducted by a Board of Directors that is established. The Board of Directors shall initially include representatives from each of the Members and other designated agencies as follows:

6.1.1 Municipal Representatives.

6.1.1.1 The Board shall include one (1) Director from each of the following cities: City of Dixon and City of Rio Vista.

6.1.1.2 The Board shall include one (1) Director appointed by Non-Signatory Member Cal Water.

6.1.2 Districts. The Board shall include one (1) Director from each of the following districts: Solano Resource Conservation District, Dixon Resource Conservation District, Maine Prairie Water District, and Reclamation District 2068.

6.1.3 Unincorporated Areas.

6.1.3.1 The Board shall include two (2) Directors from the Solano County Board of Supervisors, one being the Supervisor from District 4 and the other being the Supervisor from District 5. From time to time, Solano County may adjust the boundaries of the supervisorial districts of the Solano County Board of Supervisors. In the event of such redistricting, Solano County may appoint as its two (2) Directors any Supervisors whose supervisorial district overlies a portion of the Management Area.

6.1.3.2 The Board shall include two (2) Directors representing agriculture, who shall be landowners within the Management Area that pump Groundwater for agricultural purposes, one to be appointed by the Solano County Board of Supervisors from candidates nominated by the Solano County Agricultural Advisory Committee, and one to be appointed by the Board of Directors from candidates nominated by the Solano County Farm Bureau.

Without amending this Agreement, the composition of the Board shall be altered from time to time to reflect the withdrawal of any Member and/or the admission of any new Member as allowed by this Agreement. Members whose governing body consists of elected officials shall appoint a member of their governing body as their representative to the Board (“**Director**”). Each Member may designate one (1) alternate to serve in the absence of that Member’s appointed Director (“**Alternate**”). Solano County may designate two (2) alternates to serve in the absence of Solano County’s appointed Directors. The Alternate must meet the same requirements stated above regarding being on the Member’s governing body. If necessary, all Directors and Alternates will be required to file a Statement of Economic Interests (FPPC Form 700). Each Member shall notify the Agency in writing of its designated representative to the Board of Directors.

6.2 **Compensation.** The Directors and Alternates shall serve without compensation, except that they may be reimbursed for reasonable expenses associated with their service on the Board as authorized by the Board.

6.3 **Requirements.** Each Director and Alternate shall certify to the Secretary in writing that he or she has been appointed to be a Board Member of the Agency and that he or she meets the qualifications established by this Article 6.

6.4 **Removal.** Directors and Alternates serve at the pleasure of their respective appointing Member and may be removed or replaced at any time. Upon removal of a Director, the Alternate shall serve as the Director until a new Director is appointed by the Member. Members must submit any changes in Directors or Alternates to the Secretary in writing and signed by the Member.

6.5 **Term.** Each Director shall serve at the pleasure of the appointing Member's governing body and may be removed by the Member's governing body at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed to fill the unexpired term of the previous Director within ninety (90) days of the date that such position becomes vacant by the Member's governing body or the entity responsible for appointing that Director under this Agreement.

6.6 **Meetings of the Board of Directors.** The regular meetings of the Board of Directors may be held quarterly, or as the Board determines is necessary, on such dates and times and at such locations as the Board shall fix by resolution. Special meetings of the Board shall be called in accordance with Government Code § 54956. All meetings shall comply with the provisions of the Ralph M. Brown Act (Government Code §§ 54950, *et seq.*). In addition, regularly occurring meetings of committees established by the Board shall comply with the provisions of the Ralph M. Brown Act.

6.7 **Quorum.** A majority of the members of the Board of Directors will constitute a quorum.

6.8 **Voting.** Except as to actions identified in Section 6.9, the Board will conduct all business by majority vote, with each Board Member or his/her Alternate having one (1) vote. A majority vote of less than a quorum may only vote to adjourn.

6.9 **Supermajority Voting Requirement for Certain Actions.** A super majority vote of the Board of Directors shall be required for certain actions. A "Supermajority Vote" shall be defined as a two-thirds (2/3) vote of the entire Board of Directors, which includes at least one vote each from the groups of Members identified in Section 6.1.1, 6.1.2 and 6.1.3. The following actions shall require a Supermajority Vote:

6.9.1 Adoption or modification of the Initial Budget and Annual Budget;

6.9.2 Contracts over Twenty-Five Thousand Dollars (\$25,000.00) or for terms in excess of two (2) years;

6.9.3 Admission of additional Members;

6.9.4 Appointment, employment, or dismissal of an employee, including any independent contractor who functions as an employee;

6.9.5 Adoption and imposition of any credits, fees, charges, or assessments pursuant to law, including pursuant to the Act;

6.9.6 Approval and adoption of any and all GSPs and amendments;

6.9.7 Adoption of groundwater allocations or any limitation on groundwater pumping;

6.9.8 Setting amounts of any contributions or fees to be made or paid to the Agency from any Member;

6.9.9 Compromise of payment of any claim against or by the Agency;

6.9.10 Acquisition by grant, purchase, lease, gift, devise, contract, construction, or otherwise, and to hold, use, enjoy, sell, let, and dispose of, real and personal property of every kind, including lands, water rights, structures, buildings, rights-of-way, easements, and privileges, and to construct, maintain, alter, and operate any and all works or improvements, within or outside the Agency, necessary or proper to carry out any of the purposes of the Agency;

6.9.11 Replacement of the annual special audit required by Government Code §6505 with an audit covering a two year period;

6.9.12 Approval and adoption of any and all Coordination Agreements between the Agency and any adjacent GSAs.; and

6.9.13 Approval of Project Agreements pursuant to Article 10.

6.10 **Rules.** The Board may adopt such other rules and regulations for the conduct of its business as a GSA and in the implementation of any GSP as it shall deem necessary or desirable, consistent with the provisions of this Agreement and the Act.

ARTICLE 7: OFFICERS AND EMPLOYEES

7.1 **Officers.** The Board of Directors shall annually elect a Chairperson, a Vice Chairperson, and a Secretary. The Chair and Vice Chair shall be Directors of the Board.

7.1.1 The Chair shall preside at all Board Meetings.

7.1.2 The Vice Chair shall act in place of the Chair at meetings should the Chair be absent.

7.1.3 The Secretary:

7.1.3.1 Shall be responsible for minutes of all meetings of the Board and shall ensure that a copy of the minutes is provided to each Director and Alternate.

7.1.3.2 Shall have other powers as designated by the Board.

7.1.4 All officers shall be chosen at the first meeting of the Board. Any officer may resign at any time upon written notice to the Chair.

7.2 **Treasurer.** Initially SCWA, through its certified public accountant, shall serve as the treasurer of the Agency as more fully set forth in Article 11. The Agency shall enter into a staffing services agreement with SCWA for such services as set forth in Section 7.5. Thereafter, the Board of Directors may designate another eligible treasurer in compliance with Government Code § 6505.5.

7.3 **Internal Subcommittee Formation.** The Board of Directors may establish such internal subcommittees as it determines necessary. Each such internal subcommittee shall be comprised of members of the Board, shall exist for the term specified in the action establishing the committee, shall meet as directed by the Board, and shall make recommendations to the Board on the various activities identified within the scope of the subcommittee's responsibilities as determined by the Board of the Agency.

7.4 **Legal Counsel.** The Board shall appoint legal counsel to serve the Agency as it deems appropriate.

7.5 **Employees.** The Agency will initially have no employees. SCWA, which is not a party to this Agreement, will provide staffing services to the Agency to meet the initial administrative, financial, and personnel needs of the Agency. The Agency and SCWA will enter into a staffing services agreement to define the scope of services and compensation for those services. Member agencies, districts, and organizations may also provide support services to the Agency, but those shall be limited to services through the TAC. As needed in the future, the Board shall have the authority to employ any such additional full-time and/or part-time employees, assistants, and independent contractors that may be necessary from time to time to accomplish the purposes of the Agency.

ARTICLE 8: ADVISORY COMMITTEES

8.1 The Board may establish advisory committees from time to time.

8.2 The Board shall establish a Technical Advisory Committee (“TAC”) to assist the Board with the technical aspects of GSP development and implementation of the Act. The TAC shall be comprised of a staff member or similar representative from each of the Members and other entities identified in Sections 6.1.1, 6.1.2 and 6.1.3. Staff from SCWA, or other Member as directed by the Board, may also provide administrative and technical services to the TAC.

8.2.1 **Responsibilities.** The TAC’s responsibilities shall include, but are not limited to:

8.2.1.1 Developing reports, plans, procedures, RFP’s/RFQ’s, or parameters to be submitted to the Board for consideration;

8.2.1.2 Advising the Board regarding various action items;

8.2.1.3 Drafting specific recommended policies, guidance documents, and regulations for consideration and adoption by the Board;

8.2.1.4 Providing technical support and coordination for Special Management Areas;

8.2.1.5 Providing general financial oversight; and

8.2.1.6 Assisting with GSP development and implementation.

ARTICLE 9: SPECIAL MANAGEMENT AREAS

9.1 **Special Management Areas.** The Board may create one or more Special Management Areas (“SMA”) consisting of geographic subareas within the boundaries of the Management Area that represent areas where the presence of local conditions for one or more critical parameters differ from those of the remaining Management Area, and where the Board has determined an area will benefit by identifying site-specific conditions of water demand, water use, water source, management strategies, or other characteristics. The intent behind the creation of SMAs is to allow local control and local action to resolve issues that do not require full involvement of all Members. The Board will designate the boundaries of the SMAs on a map officially adopted by the Board after public notice.

9.2 **Special Management Area Committees.** The Board shall create one SMA Committee for each SMA. Each Member whose service area boundaries overlie or overlap with the boundaries of an

SMA shall appoint one (1) representative to the SMA Committee corresponding to that SMA. The SMAs shall be subject to the authority of the Board. However, the Board may allow Members, property owners, and interested parties located within an SMA the opportunity to identify and resolve localized Undesirable Results within the SMA, or groups of SMAs affected by the same issue, using voluntary actions, as long as the requirements of the GSP for the Management Area are followed, and timelines of the Act are met. SMAs or groups of SMAs working on various issues will be informally managed by the members of the Board whose geographic boundaries overlay the SMA. In the event that issues are not resolved in a manner acceptable to the Board, or the issues expand to involve other Members or larger geographic areas, the Board may intercede to obtain resolution.

9.3 **Responsibilities of SMA Committees.** The responsibilities of SMA committees shall be as designated by the Board, and may include, but are not limited to, the following:

9.3.1 Conducting local Groundwater monitoring and undertaking Projects to ensure sustainability;

9.3.2 Reporting to the Board on GSP responsibilities and/or requirements for the SMA;

9.3.3 Developing outreach efforts and conducting stakeholder and public engagement;
and

9.3.4 Miscellaneous roles to be modified during development or amendment of the GSP.

ARTICLE 10: SPECIFIC PROJECTS.

10.1. **Projects.** The Agency intends to carry out activities in furtherance of its purposes and consistent with the powers established by this Agreement with the participation of all Members.

10.2. **Member Specific Projects.** In addition to the general activities undertaken by all Members, the Agency may initiate specific projects or litigation ("**Project**") that involve less than all Members. No Member shall be required to be involved in such Projects.

10.3. **Project Agreement.** Prior to undertaking any Project or litigation that does not involve all Members, the Members electing to participate in the Project shall enter into a written agreement ("**Project Agreement**"). A Member may elect not to participate in a specific Project or litigation matter that does not involve all Members by not entering into the Project Agreement. Each Project Agreement shall provide the terms and conditions by which the Members that enter into the Project Agreement will participate in the specified Project. All assets, rights, benefits, and obligations attributable to that Project shall be assets, rights, benefits, and obligations of only those Members which have entered into the Project Agreement. Any debts, liabilities, obligations, or indebtedness incurred by the Agency in regard to a particular Project shall be the debts, liabilities, obligations, and indebtedness of those Members who have executed the Project Agreement in accordance with the terms thereof and shall not be the debts, liabilities, obligations, and indebtedness of those Members who have not executed the Project Agreement. Further, to the extent the project involves litigation, the Members who have not entered into the Project Agreement shall not be named or otherwise listed on the pleadings and/or appear on litigation materials.

10.4. **Board Approval.** All Project Agreements are subject to the Board's review and approval by Supermajority vote.

ARTICLE 11: FISCAL PROVISIONS

11.1 Fiscal Agent, Depository and Accounting.

11.1.1 The SCWA is designated as the Treasurer, fiscal agent, and depository for the Agency. SCWA shall be the depository and have custody of all money of the Agency, from whatever source, subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent. All funds of the Agency shall be held in a joint operating fund the Solano Subbasin GSA Fund or such other separate accounts as may be necessary ("**Fund**"), in the name of the Agency and not commingled with the funds of SCWA or any Member or any other person or entity. Full books and accounts shall be maintained for the Agency in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for public entities. The books and records of the Agency shall be open to inspection by the Members at all reasonable times, and by bondholders and lenders, and to the extent provided by resolution or indenture.

11.1.2 The Treasurer shall draw warrants and pay demands against the Agency when the demands have been approved by the Board or any authorized representative pursuant to any delegation of agency adopted by the Agency. The Fund shall be used to pay all administrative, operating and other expenses incurred by the Agency. The Treasurer shall comply strictly with the provisions or statutes relating to their duties found in Chapter 5 (commencing with §6500) of Division 7 of Title 1 of the California Government Code.

11.2 **Accountability, Reports and Audits.** There shall be strict accountability of all funds, and an auditor designated by the Board shall report any and all receipts and disbursements to the Board with such frequency as shall be reasonably required by the Board. The Agency will utilize the services of an outside independent certified public accountant to make an annual audit of the account and records of the Agency as required by Government Code §6505(d), unless the Members elect to conduct the audit for a two (2) year period. In each case, the minimum requirements of the audit shall be those prescribed by the State Controller for special districts pursuant to Government Code §26909, and shall conform to generally accepted accounting principles. The outside independent certified public accountant selected by the Agency shall be formally designated by a resolution adopted by the Board stating the effective date of the appointment and the term of the appointment.

11.3 **Operating Budget and Expenditures.** The Board shall approve an initial budget no later than one hundred eighty (180) days following the Effective Date ("**Initial Budget**"). Thereafter, the fiscal year for the Agency shall extend from July 1 to June 30 of each year, and the Board shall adopt an annual budget for the coming fiscal year by June 30 of each year, as required to conduct its business in a manner consistent with the purposes of the Agency ("**Budget**"). All expenditures within the designations and limitations of the applicable approved Budget may be made upon approval of the Treasurer. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an approved Budget only upon the approval of the Board and in accordance with Board directions and authorizations concerning authorized account signatories. The Agency may invest any money that is not required for its immediate necessities in the same manner, and upon the same conditions, as any local agency may do pursuant to Government Code §53635.

11.4 Initial Funding Contributions. The Agency shall initially be funded as follows:

11.4.1 Solano County shall provide an initial contribution in the amount of eighteen thousand dollars (\$18,000.00), due within ninety (90) days following the Effective Date.

11.4.2 The Cities of Dixon and Rio Vista, Reclamation District 2068, and Maine Prairie Water District, shall each provide an initial contribution in the amount of six thousand dollars (\$6,000.00), due within ninety (90) days following the Effective Date.

11.4.3 Dixon Resource Conservation District and Solano Resource Conservation District shall each provide an initial contribution in the amount of six thousand dollars (\$6,000.00), due within ninety (90) days following the Effective Date.

11.4.4 The Members intend for the Agency to execute a memorandum of agreement or other legal agreement between the Agency and Cal Water. The Members expect that this legal agreement will include an initial funding contribution from Cal Water.

11.5 Continued Funding.

11.5.1 While the Initial Budget shall include the initial funding contributions described in Section 11.4, it is the intention of the Members that the Agency's development and implementation of GSPs and compliance with SGMA shall be funded by assessments, charges, and fees imposed directly by the Agency in accordance with law. Such charges shall be levied by the Agency in an equitable manner, taking into consideration (a) past costs incurred by landowners to develop information on Groundwater, and (b) the intention of the Members that areas within the Management Area that have developed and/or continue to develop Groundwater information should not have to subsidize areas that have not developed or are not developing such information.

11.5.2 The Agency may also seek funding from other alternative sources, including but not limited to state and federal grants or loans. Unless specifically allocated by the Board, all funding contributions obtained from alternative sources shall be allocated to the Agency, and shall not be allocated or obligated to any specific Member or Members. The Board may arrange payment of the expenses of the Agency through an alternative funding source. In accordance with Government Code § 6512.1, the Board may direct repayment or return to the Members all or part of the contributions made by the Members, upon such terms as may be consistent with any indebtedness incurred by the Agency.

11.6 **Assessments for Extraordinary Costs.** In the event the Agency should experience an unanticipated need to pay for extraordinary costs, or to pay for any and all costs of litigation or indemnification as provided in this Agreement, and to the extent that such costs cannot otherwise be reasonably funded through use of reserves on hand or through the other revenue sources authorized by this Agreement, the Board may allocate the additional costs, whether actually incurred or estimated to be necessary. The Board shall make every attempt to allocate extraordinary costs based upon the level of Member benefit. If a clear level of Member benefit cannot be identified, all allocations of extraordinary costs shall be proportionally allocated to each Member, and shall be subject to a Supermajority vote of the Board. Notwithstanding the foregoing, the allocation of extraordinary costs shall be made consistent with Section 3.3.9. The Members agree that they will then contribute their share of the additional costs within a reasonable period of time as determined by the Board.

11.7 **Initial Staffing Contributions.** The Agency initially intends to pursue the goals and objectives identified in this Agreement by utilizing the staff of SCWA and Members to pursue those operations, investigations, and programs that can be most cost-effectively handled by maximizing Member staff and resources. The Secretary and the Board shall confer regarding the respective initial staffing contributions of SCWA and Members that will be utilized during the time period covered by the initial operating budget. Thereafter, all SCWA and Member staff contributions to conducting the activities of the Agency shall be recommended by the Secretary for approval by the Board at the time for adopting the Budget. In the event staffing contributions of the Members recommended by the Secretary

are not allocated equally amongst the Members, the Board may adjust the monetary contributions of the Members as specified in this Article.

ARTICLE 12: DISPUTE RESOLUTION.

Should any controversy arise between the Members concerning this Agreement or the rights and duties of any Member under this Agreement, the Members shall submit the matter to an independent mediator or mediation service to mediate the dispute. Each party in the dispute shall submit the names of three acceptable mediators, none of which can be an employee or agent of any Member, and who has knowledge of and experience in the management of Groundwater resources. The disputing parties shall agree on an acceptable mediator, and if they cannot agree, the mediator shall be appointed by the Chair of the Board from the list of mediators submitted by the disputing parties. The appointed mediator shall render a non-binding decision on the matter in dispute and will be compensated by the Agency. In the resolution of any such dispute, the principles set forth in Sections 3.2 and 3.3 of this Agreement shall guide the mediator(s).

ARTICLE 13: TERM AND WITHDRAWAL

13.1 **Term.** The term of this Agreement shall begin on the Effective Date and shall continue in full force and effect until the governing bodies of the Members unanimously elect to terminate the Agreement. Upon termination of this Agreement, the Board shall continue to act as a board to wind up and settle the affairs of the Agency within ninety (90) days. The Board shall adequately provide for the known debts, liabilities, and obligations of the Agency, and shall then distribute the assets of the Agency among the Members, as follows:

13.1.1 Any physical assets contributed by each Member, or the value thereof as of the date of termination shall be distributed to that Member.

13.1.2 The remaining assets shall then be distributed to each Member in equal ~~proportion to initial financial contribution~~ proportions.

13.1.3 Notwithstanding any other provision by the Board for payment of all known debts, liabilities, and obligations of the Agency, each of the remaining Members shall remain liable for any and all such debts, liabilities, and obligations in equal proportions, or in the proportion specified for particular actions or activities that give rise to such debts, liabilities, and obligations.

13.2. **Withdrawal and Termination.**

13.2.1 Any Member may withdraw from the Agency (“**Withdrawing Member**”) by delivery of written notice to withdraw to ~~each of the Members~~ the Secretary at least sixty (60) days prior to the date of withdrawal (“**Withdrawal Notice Period**”).

13.2.2 ~~The Members may terminate any Member from this Agreement at any special meeting of the Board called for that purpose or at a regular meeting, if the Directors, by majority vote, determine that the Member has not satisfied the requirements or responsibilities under this Agreement, or if that Member's Director or Alternate has failed to attend three (3) or more consecutive meetings of the Board without excuse (“Terminated Member”).~~

13.3. **Effect of Withdrawal.** A Member’s withdrawal shall have no effect on the validity of the Agency or the continuance of this Agreement among the remaining Members. After providing written

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notice of withdrawal, the Withdrawing Member shall neither be entitled nor obligated to participate in a vote on any matter before the Board, including but not limited to adoption of the Budget or any assessment allowed by [Section 11.6](#).

13.4 **Continuing Fiscal Obligations.** Any Withdrawing Member [or Terminated Member](#) shall remain liable ~~during the Withdrawal Notice Period~~ for its proportionate share of budgeted costs for that Fiscal Year [for a Withdrawing Member during the Withdrawal Notice Period, and for Terminated Members until the date of termination](#). If the remaining Members elect to incur extraordinary costs in accordance with [Section 11.6](#), the Withdrawing Member [or Terminated Member](#) shall be proportionately liable during the ~~periods specified above~~ [Withdrawal Notice Period](#) for the obligations or debts approved and incurred by the Agency for those extraordinary costs. Any Withdrawing Member [or Terminated Member](#) shall remain proportionately liable for any unfunded capital expenditures incurred or approved prior to the date of written notice of withdrawal of such Member.

13.5. **Continuing Claims Obligations.** Withdrawing Members [or Terminated Members](#) will remain obligated to contribute their proportionate share (based upon the membership roll as of the date of the claim), including without limitation legal defense costs, for any occurrences incurred during the Member's membership, but not presented as a claim against the Agency until after the Member's withdrawal [or termination](#).

13.6. **Divisions of Property Assets.** Any real property assets contributed by the Withdrawing Member [or Terminated Member](#), or the value of the real or personal property assets at the date of withdrawal, will be returned to the ~~W~~[withdrawing or Terminated](#) Member.

13.7 **Continuing Obligation to Comply with the Act.** Each Withdrawing Member [and Terminated Member](#) agrees that it has a continuing obligation to comply with the Act and shall, ~~if prior to June 1, 2017, or prior to the Agency becoming an exclusive GSA, notify DWR that it shall act as its own GSA or join an alternate GSA that has entered into or will enter into a Coordination Agreement or Memorandum of Understanding with the Agency. If after June 1, 2017, the Withdrawing Member shall~~ remain subject to the terms of the GSP that is prepared by the Agency so as to not put the Management Area in jeopardy, unless a mutually agreed upon resolution is reached between the Agency and the ~~W~~[withdrawing or Terminated](#) Member. This [Section 13.7](#) shall survive the Withdrawing Member's withdrawal from this Agreement, [and a Terminated Members termination from this agreement](#), is for the express benefit of the remaining Members, and is subject to the indemnification provisions of [Article 14](#).

13.7 **Rights of Member to Become GSA in Event of Withdrawal or Termination.** A Withdrawing [or Terminated](#) Member will retain all rights and powers to become or otherwise participate in a GSA for the lands within its boundaries, provided such boundaries shall exclude land located within another Member other than Solano County. In such event the Agency (i) shall not object to or interfere with the lands in the Withdrawing [or Terminated](#) Member's boundaries being in a GSA, as designated by the Withdrawing [or Terminated](#) Member, (ii) shall facilitate such transition to the extent reasonably necessary, and (iii) shall withdraw from managing that portion of the Management Area within the boundaries of the Withdrawing [or Terminated](#) Member and so notify the California Department of Water Resources. In the event of any Member's withdrawal [or termination](#), Solano County will retain all its rights and powers under SGMA.

13.8 **Use of Data.** A Withdrawing [or Terminated](#) Member shall be entitled to use any data or other information developed by the Agency during its time as a Member. Further, should a Member withdraw from [or be terminated by](#) the Agency after completion of a GSP, the Withdrawing [or Terminated](#) Member shall be entitled to utilize the GSP for future implementation of SGMA within its boundaries.

ARTICLE 14: INDEMNIFICATION/CONTRIBUTION.

14.1 **Liability.** In accordance with California Government Code § 6508.1, the debts, liabilities, and obligations of the Agency shall be the debts, liabilities, and obligations of the Agency alone, and not the Members.

14.2. **Indemnification.**

14.2.1 Directors, Alternates, officers, and employees of the Members of the Agency shall use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties pursuant to this Agreement. They shall not be liable to the Parties to this Agreement for any mistake of judgement or any other action made, taken, or omitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through the investment of the Agency's funds, or failure to invest the same. To the extent authorized under California law, no Director, officer, or employee of the Agency shall be responsible for any action made, taken, or omitted, by any other Director, Alternate, officer or employee.

14.2.2 The funds of the Agency shall be used to defend, indemnify, and hold harmless the Agency and any Director, Alternate, officer, or employee of the Members of the Agency for actions taken in good faith and within the scope of his or her authority.

14.2.3 The Agency shall hold harmless, defend, and indemnify the Members, and their agents, officers and employees from and against any liability, claims, actions, costs, damages, or losses of any kind, including death or injury to any person and/or damage to property (including property owned by any Member), arising out of the activities of the Agency, or its agents, officers, and employees under this Agreement. The foregoing indemnification obligations shall continue beyond the term of this Agreement as to any acts or omissions occurring before or under this Agreement or any extension of this Agreement.

14.3 **Insurance.** The Agency shall obtain insurance for the Directors and Alternates and general liability insurance containing liability in such amounts as the Board shall determine will be necessary to adequately insure against the risks of liability that may be incurred by the Agency. The Members, their officers, directors, and employees, shall be named as additional insureds.

ARTICLE 15: MISCELLANEOUS PROVISIONS

15.1 **Claims.** All claims against the Agency, including, but not limited to, claims by public officers and employees for fees, salaries, wages, mileage, or any other expenses, shall be filed within the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3, Division 3.6 of Title I of the Government Code, which describes the appropriate content of the claim.

15.2 **Entire Agreement Represented.** This Agreement represents the entire agreement among the Parties as to its subject matter and no prior oral or written understanding shall be of any force or effect. ~~No part of this Agreement may be modified without the written consent of all of the Parties.~~

15.3 **Headings.** Section Headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

15.4 **Notices.** Except as may be otherwise required by law, 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 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 Business Days after the date of mailing, if mailed by certified or registered mail, postage prepaid, in each case, to the address or email specified in **EXHIBIT B** attached hereto, or to such other address or addresses or email as such party may subsequently designate to the other parties by notice given hereunder.

15.5 Construction. This Agreement reflects the contributions of all Parties and accordingly the provisions of Civil Code § 1654 shall not apply to address and interpret any uncertainty.

15.6 No Third Party Beneficiaries Intended. Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

15.7 Waivers. 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.

15.8 Conflict with Laws or Regulations/Severability. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal Agency, or is agreed by the Parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to any Party is lost, the Agreement may be terminated at the option of the affected Party. In all other cases the remainder of the Agreement shall continue in full force and effect.

15.9 Further Assurances. Each Party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this Agreement.

15.10 Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.11 Amendment. This Agreement may be amended at any time, provided that any such amendment is reduced to writing, signed by all Members hereto, and adopted by unanimous vote by the entire Board. Amendments shall be filed with the Secretary of State within thirty (30) days of the effective date of the amendment, in accordance with Government Code § 6503.5.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures.

City of Dixon

Date: _____

Dixon Resource Conservation District

Date: _____

_____ Date: _____
Maine Prairie Water District

_____ Date: _____
Reclamation District Number 2068

_____ Date: _____
City of Rio Vista

_____ Date: _____
Solano County Board of Supervisors

_____ Date: _____
Solano Resource Conservation District

EXHIBIT A
MAP SHOWING BOUNDARIES OF THE AGENCY

**EXHIBIT B
ADDRESSES FOR NOTICE**

Solano Subbasin Groundwater Sustainability Agency c/o Solano County Water Agency 810 Vaca Valley Parkway, Suite 201 Vacaville, CA 95688 Phone: 707.451.6090	City of Dixon City Manager 600 E. A St. Dixon, CA 95620 Phone: (707) 678-7000
City of Rio Vista City Manager One Main Street Rio Vista, CA 94571 Phone: (707) 374-6451	Dixon Resource Conservation District Mr. John Currey, District Manager 1170 North Lincoln Street, Suite 110 Dixon, CA 95620 Phone: (707) 678-1655
Solano County, Dist. 5 Board of Supervisors Attention: Clerk of the Board 675 Texas Street, Suite 6500 Fairfield, CA 94533 Phone: (707) 784-6100	Solano County, Dist. 4 Board of Supervisors Attention: Clerk of the Board 675 Texas Street, Suite 6500 Fairfield, CA 94533 Phone: (707) 784-6100
Solano Resource Conservation District Board of Directors 1170 N. Lincoln, Ste. 110 Dixon, CA 95620 Phone: (707) 678-1655 (ext. 101)	Solano Farm Bureau Board of Directors 300 Main St, Suite C Vacaville, CA 95688 Phone: (707) 449-8044
Maine Prairie Water District General Manager 6595 Pitt School Rd. Dixon, CA 95620 Phone: (707) 678-5332	Solano County Agricultural Advisory Committee Board of Directors 501 Texas Street Fairfield, CA 94533 Phone: (707) 784-1310
Reclamation District 2068 Board of Directors 7178 Yolano Rd. Dixon, CA 95620 Phone: (707) 678-5412	California Water Service Attention: 110 East Mayes Street Dixon, CA 95620 Phone: (707) 678-5928

ACTION OF
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

DATE: October 12, 2023

SUBJECT: **Amendment 1 to General Staffing Agreement Between the Solano County Water Agency and the Solano Subbasin Groundwater Sustainability Agency**

RECOMMENDATION:

- 1. Approve Amendment 1 revisions to General Staffing Agreement between the Solano County Water Agency and the Solano Subbasin Groundwater Sustainability Agency.
- 2. Authorize Chair to sign Amendment 1 to General Staffing Agreement between the Solano County Water Agency and the Solano Subbasin Groundwater Sustainability Agency.

FINANCIAL IMPACT:


Compensation for Solano County Water Agency staffing and office overhead is anticipated to be approximately \$90,000 per year. The approved budget will be revised to reflect this change.

BACKGROUND:

At their July 13, 2017, Board of Directors meeting, the Solano County Water Agency (SCWA) agreed to provide staffing services to the Solano Subbasin Groundwater Sustainability Agency (Solano GSA) to meet initial administrative, financial, and personnel needs of the Solano GSA at no cost.

At their August 10, 2023, Board of Directors meeting, SCWA determined that since the Solano GSA has a dedicated funding source, SCWA would like to change Section 2 (Compensation) of the General Staffing Agreement (attached) to be compensated for dedicated staff time towards the Solano GSA, including overhead costs for general office space for staff. Billing rates will be looked at annually and adjusted as needed.

Staff are recommending approving Amendment 1 to the General Staffing Agreement between the Solano County Water Agency and the Solano Subbasin Groundwater Sustainability Agency and authorizing the Chair to sign the Amendment.

Recommended:  _____
Chris Lee, 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, Chris Lee, Secretary to the Solano Subbasin 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 October 12, 2023, by the following vote.

Ayes:

Noes:

Abstain:

Absent: _____

Chris Lee, Secretary to the
Solano Subbasin Groundwater Sustainability Agency

GENERAL STAFFING AGREEMENT BETWEEN
SOLANO COUNTY WATER AGENCY
AND
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY
AMENDMENT 1-October 12, 2023

The Solano County Water Agency (SCWA), which is not a Member of the Solano Subbasin Groundwater Sustainability Agency (Agency), has agreed, through its Board of Directors, to provide staffing services to the Agency to meet the initial administrative, financial, and personnel needs of the Agency. This General Staffing Agreement (Agreement) will define the scope of services and compensation for those services. SCWA and the Agency shall be Parties and each a Party to this Agreement.

1. STAFFING DUTIES AND RESPONSIBILITIES

- A. The General Manager of SCWA will act as the Secretary/Treasurer to the Board of Directors of the Agency.
- B. The ~~Principal Water Resources Specialist~~Assistant General Manager of SCWA will provide day-day business needs of ~~the~~ the Agency as described below under item D.
- C. SCWA Accounting staff will provide periodic financial updates to the General Manager whom will provide updates to the Agency.
- D. Responsibilities provided by SCWA staff to the Agency are set forth below, and may be amended by the Parties upon written agreement:
 - (1) Assist in the development of Sustainable Groundwater Management Act (SGMA) reports /plans/ procedures/parameters for the Agency to consider;
 - (2) Advising Board Members on SGMA action items;
 - (3) Drafting specific recommended policies, guidance, requirements and regulations for Agency consideration;
 - (4) Assist in oversight and coordination of Special Management Areas;
 - (5) Preparing and submitting grant applications for SGMA compliance, Groundwater Sustainability Plan (GSP) development;
 - (6) Assist in financial oversight;
 - (7) Assist in oversight of Agency designated consultant or third-party contracts;
 - (8) Representing the Agency in meetings with other Groundwater Sustainability Agencies within the Solano Subbasin or adjacent groundwater basins on SGMA matters;
 - (9) Assist with GSP development and implementation.

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2. COMPENSATION

The Solano County Flood Control and Water Conservation District, SCWA's predecessor agency, established a zone of benefit and a property tax to partially finance water supply infrastructure and ongoing maintenance and operation of said infrastructure in Solano County. SCWA's mission has expanded over the years and now includes involvement in a variety of water management programs in Solano County. SCWA's Board of Directors have determined that providing staff time to the Agency for SGMA compliance and overall groundwater management is consistent with SCWA's mission and an appropriate use of SCWA's resources. As such, SCWA will not require compensation from the Agency for SCWA staff time utilized by the Agency for SGMA compliance and overall groundwater management.

SCWA requires compensation for staffing services for day-to-day business needs of the Agency. The Agency will be invoiced for direct costs of SCWA employee billing rates for hours spent on Agency business needs, SCWA overhead costs will also be compensated. Table 1 shows 2023 billing rates for SCWA employees providing staffing services to the Agency.

Table 1. SCWA Billing Rates

SCWA Employee	Cost Per Hour Worked ¹
General Manager	\$233.34
Assistant General Manager	\$207.90
Senior Accountant	\$126.62
Senior Analyst	\$127.79
Administrative Assistant II	\$72.45

For Fiscal Year 2022-2023, average staffing service hours were as follows:

General Manager: 395.00

Assistant General Manager: 0.00

Senior Accountant: 42.00

Senior Analyst: 0.00

Administrative Assistant: 20.00

These hours can be used as an approximation for future staffing services billings.

Compensation will be reviewed no later than June 1 of each fiscal year (SCWA's fiscal year begins on July 1 and ends the following year on June 30) and upon the mutual written agreement by Parties, such compensation may be adjusted to reflect the anticipated level of SCWA effort in the next fiscal year. In the event the Parties are unable to reach an agreement on compensation, SCWA reserves the right to terminate this Agreement following Thirty (30) days written notice to the Agency.

¹ Cost per hour worked includes salaries, benefits, and office overhead expenses.

3. TERM AND WITHDRAWAL

- A. The term of this Agreement shall begin on the date signed by the last Party (Effective Date) and shall continue in full force and effect until terminated by the Board of Directors of either Party.
- B. Except as set forth in Section 2 of this Agreement, either Party may terminate this Agreement by delivery of Sixty (60) days prior written notice to the other Party. All notices under this Agreement shall be provided as follows:

Chair, Board of Directors
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95758

Chair, Board of Directors
Solano Subbasin Groundwater Sustainability Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95758

4. DUTY OF CARE, LIMITED LIABILITY, AND INDEMNIFICATION

- A. Directors, officers, and employees of SCWA (SCWA staff) shall use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties pursuant to this Agreement.
- B. So long as SCWA staff performs its duties, responsibilities, and services with the standard of care set forth in Section 4A, SCWA and SCWA staff shall not be liable to the Agency for any and all claims relating to its duties, responsibilities, and services under this Agreement, including without limitation loss incurred through investment of the Agency's funds, or failure to invest the same.
- C. Neither SCWA nor SCWA staff shall be liable for any action made, taken, or omitted, by any director, officer, or employee of the Agency (Agency Action). Agency agrees to indemnify, defend, and hold SCWA and SCWA Staff harmless from any and all claims, disputes, litigation, judgments, and attorney's fees arising out of Agency Action.

5. GENERAL

- A. This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreements.
- B. This Agreement cannot be modified except in writing signed by the Parties.
- C. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures.

Date: _____
Mayor Ronald Kott
Chair, Solano County Water Agency

Date: _____
Supervisor Mitch Mashburn
Chair, Solano Subbasin Groundwater Sustainability Agency

SOLANO COUNTY WATER AGENCY



August 10, 2023

Supervisor Mitch Mashburn, Chair
Solano Subbasin Groundwater Sustainability Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

Re: General Staffing Agreement between Solano County Water Agency and Solano Subbasin Groundwater Sustainability Agency

Dear Supervisor Mashburn:

The purpose of this letter is to inform the Solano Subbasin Groundwater Sustainability Agency (Solano GSA) that the Solano County Water Agency (SCWA) would like to revise the General Staffing Agreement between both agencies.

In July of 2017, a General Staffing Agreement (Agreement) was signed by SCWA and the Solano GSA. The Agreement provided SCWA staff for day-to-day business needs of the Solano GSA at no cost. Now that the Solano GSA has a dedicated funding stream for implementing the Solano Subbasin Groundwater Sustainability Plan, SCWA would like to revise the Agreement to include compensation for staffing services. Please see the revisions in the attached Agreement.

Compensation for staffing services will be for direct billing rates for SCWA employees, no overhead will be added to invoices. SCWA will invoice the GSA quarterly for staffing services. Invoices will reflect actual hours billed, approximate annual costs for staffing services will be \$90,000. Billing rates will be looked at annually and adjusted as needed.

If you have any questions regarding this request or the Agreement, please contact Chris Lee at 707-455-1105, or via email at clee@scwa2.com, thank you.

Sincerely,



Mayor Ronald Kott,
Chair, Board of Directors

810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688
(707) 451-6090
Fax (707) 451-6099
Scwa2.com



ACTION OF
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

DATE: October 12, 2023

SUBJECT: Update on Sustainable Groundwater Management Grant Program

RECOMMENDATION:

Receive update on Sustainable Groundwater Management Grant Program, for information only.

FINANCIAL IMPACT:


Final Grant Recommendations from the Department of Water Resources (DWR) for the Solano Subbasin are \$4.41 million dollars through 2026. The approved budget will be revised to reflect this change once the Agreement with DWR is signed.

BACKGROUND:

Last fall, the Solano Subbasin Groundwater Sustainability Agency (Solano GSA), in partnership with the other GSAs in the Solano Subbasin (Solano Collaborative) applied for a grant under the Sustainable Groundwater Management Grant Program’s SGMA Implementation Round 2. On September 13, 2023, DWR released final funding recommendations, announcing that we were awarded a grant of \$4.41 million dollars towards implementation of the Solano Subbasin GSP. This is the full amount we requested under the Proposition 68 funds. It is anticipated that an agreement with DWR for these funds will run through 2026.

The breakdown of funding is as follows:
GSP Implementation, Outreach, and Compliance Activities-\$965,000
GSP Monitoring and Data Management Enhancements-\$970,000
Supporting Groundwater Use Management Actions-\$1,175,000
Water Supply Replenishment and Reliability Projects-\$900,000
Grant Administration-\$400,000

Staff will provide an overview of the grant program.

Recommended:  _____
Chris Lee, 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, Chris Lee, Secretary to the Solano Subbasin 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 October 12, 2023, by the following vote.

Ayes:

Noes:

Abstain:

Absent: _____
Chris Lee, Secretary to the
Solano Subbasin Groundwater Sustainability Agency

Page 2

At the November 10, 2022, meeting, the Board authorized the Clerk/Secretary (General Manager) as the authorized representative for the Solano GSA for the Sustainable Groundwater Management Grant and the designated signatory for the agreement between the Solano GSA and DWR and any amendments or other supporting documents through Resolution 2022-01 (attached).

On October 2, 2023, DWR sent the Solano GSA the official Grant Award Notification (attached). Staff responded to DWR with an acceptance letter, also attached.



SOLANO SUBBASIN:

DWR grant overview and Spring 2023 conditions update



October 12, 2023: Solano Subbasin Groundwater Sustainability Agency BOD



DWR Draft Grant Award Recommendation

- Released draft award recommendations May 19
- Comments due June 9
- \$795 million requested; \$187 million recommended for funding
- Solano Subbasin recommended award of \$4.41 million
- Grant duration through April 2026



GSP Implementation, Outreach, and Compliance Activities (\$965,000)

- Annual reports (WY 2022-2025) - \$400,000
- Five-Year GSP Update (due Jan 2027, funding of approx. 50% total cost through April 2026) - \$325,000
- Stakeholder Outreach - \$225,000
- GSP Response to DWR Comments - \$15,000



GSP Monitoring and Data Management

(\$970,000)

- Addressing Data Gaps - \$340,000
 - Inventory of active wells
 - Automated/real-time instrumentation of select monitoring sites
 - Review recent Basal Tehama ag production
 - GW monitoring data gaps
- Data Management System Enhancements - \$250,000
 - DMS update including interactive web mapping application and other visualization for GSA and public use
- ISW and GDE Assessment and Putah Creek Projects - \$380,000
 - Improved GDE inventory and assessment – cottonwoods, managed wetlands
 - ISW and GDE monitoring enhancements – rating curves/instrumentation of existing facilities, identify additional monitoring sites east of Stevenson Bridge
 - Synthesis of shallow groundwater/stream infiltration monitoring on Putah Ck with M. Grismer in conjunction with soil and ET monitoring in relation to GDE impacts



Supporting GW Use Management Actions (\$1,175,000)

- Improving Understanding of Basin Water Use - \$375,000
 - Review and refine ET estimates using OpenET
 - Improve assessment of SW use locations and volumes (with well inventory)
- Ongoing Water Conservation - \$500,000
 - Continued outreach to growers on BMPs benefitting water conservation
 - Irrigation management evaluations for groundwater users
- Groundwater Management Policy Support: Positioning for the Future - \$300,000
 - Incentives and policies for future groundwater development
 - Future land use policy
 - Strategies to manage and monitor groundwater use, including mechanisms to promote recharge and potential updates to groundwater ordinance



Water Replenishment and Reliability

(\$900,000)

- Recharge Study: Targeted Implementation - \$600,000
 - Recharge feasibility analyses in NW Focus Area and Tremont 3 Watershed-ranking areas and identifying properties for field-scale consideration
 - Field-scale recharge site investigation – selected sites for detailed cost/benefit and field conditions assessment for designing pilot recharge projects
- Localized Groundwater Conditions Evaluation - \$150,000
 - Review and assess GW conditions near Lake Solano in relation to hydrogeology and land use/water demand
 - Identify domestic wells vulnerable to GW level impacts
 - Evaluate community water supply well needs or other water supply options for improving domestic water supply reliability in NW Focus Area
- City of Vacaville Recycled Water Planning - \$150,000
 - Refined analyses of benefits and costs, including groundwater management benefits – potential to offset Basal Tehama pumping, other supplies, water treatment



GSP Monitoring Webmap Demonstration

- Initial tool to support stakeholder communications
- No sensitive well information included, limitation on zooming capability to obfuscate well locations
- Further enhancements planned in grant application
- Interested in receiving feedback and determining next steps for providing the webmap for public use

Link to interactive webmap: [**Solano Subbasin Webmap**](#)



THANK YOU

DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



Mr. Chris Lee
Principal Water Resources Specialist
Solano Subbasin GSA
810 Vaca Valley Parkway, Ste 203
Vacaville, CA 95688

Award Notification for the Sustainable Groundwater Management (SGM) Grant Program SGM Act (SGMA) Implementation – Round 2 Grant

Dear Mr. Chris Lee:

Congratulations! We are pleased to inform you that the proposal, Solano Subbasin GSP Compliance and Implementation, filed by your agency, has been recommended by the Department of Water Resources (DWR) for funding in the amount of **\$4.4 million** for the SGM Grant Program SGMA Implementation – Round 2 grant solicitation. This award is conditioned upon the execution of a Grant Agreement between DWR and your agency.

If you would like to hold a big check or groundbreaking ceremony, please email DWR's Public Affairs Office at Allison.Armstrong@water.ca.gov. Contact DWR no less than three weeks in advance of your ceremony to allow sufficient time for scheduling.

Your timely attention is directed to the following requirements:**Within 14 calendar days of the date of this award letter:**

Award Acceptance – Please submit a letter on official letterhead signed by the authorized representative (agreement signatory) confirming your agency as the Grantee to accept the grant award in the amount specified above. Your letter should also confirm the proper billing address for your organization to receive reimbursement checks. Finally, your letter should provide DWR permission and consent to use DocuSign to process signatures electronically to expedite all grant-related documents requiring a signature. If you consent to the use of DocuSign, please include a statement in your letter (official letterhead signed by the authorized representative), consenting to the use of DocuSign for all transactions related to this award. If you prefer not to use electronic signatures, DWR can send documents for original (wet) signatures via email or mail, but this can delay the process significantly. In such case, your letter should state that you are declining the use of DocuSign for your agency; however, please provide DWR with consent and permission to continue using DocuSign for internal signatures.

Within 30 calendar days of the date of this award letter:

Authorizing Resolution – Please submit an authorizing resolution for this agreement within the next 30 days of this letter if you have not already provided one. The resolution should meet the requirements and identify the person/position/title responsible for

Mr. Chris Lee
October 2, 2023
Page 2

authorizing entering into a grant agreement with DWR, amending an agreement, and signing invoices and other deliverables for the grant.

Following receipt of the award acceptance, the assigned DWR Grant Manager will provide you with a draft agreement and work with you to finalize and execute the agreement.

Your timely attention to these requirements is critical to execute the Grant Agreement. Failure to do so may result in DWR revoking the grant award. Please submit the required information in the time periods specified to sgwp@water.ca.gov. The subject line of the email should include "Solano Subbasin GSA ANL Items".

Please contact Kelley List at Kelley.List@water.ca.gov or at (916) 873-5329 for any questions regarding the required materials.

Again, congratulations to you on this well-deserved grant award. DWR appreciates your time and effort to respond to this grant solicitation and our SGM Grant Team will be reaching out in coming months to get your feedback. We look forward to working with you to complete these important SGMA Implementation grants.

Sincerely,

A handwritten signature in dark ink, reading "Carmel Ks Brown". The signature is fluid and cursive, with a horizontal line extending from the end.

Carmel Kinsella Brown, P.E.,
Manager, Financial Assistance Branch
Division of Regional Assistance



SOLANO SUBBASIN

GROUNDWATER SUSTAINABILITY AGENCY

October 3, 2023

Department of Water Resources
Carmel Kinsella Brown, P.E.,
Manager, Financial Assistance Branch, Division of Regional Assistance
1416 Ninth Street, P.O. Box 942836
Sacramento, CA 94236-0001

Subject: Award Acceptance for the Groundwater Management (SGM) Grant Program SGM Act (SGMA)-Round 2 Grant

Dear Manager Brown:

On behalf of the Solano Subbasin Groundwater Sustainability Agency (Solano GSA), we accept the Department of Water Resources (DWR) \$4.4 million SGM Grant Program SGMA Implementation-Round 2 grant award. The Solano GSA, in collaboration with the other GSAs in the Solano Subbasin thank DWR for this opportunity to continue with implementation of the Solano Subbasin GSP.

The Solano GSA has designated Chris Lee, General Manager of the Solano County Water Agency and Secretary of the Solano GSA, as the authorized representative and agreement signatory. With this letter, we provide DWR permission and consent to use DocuSign for all transactions related to this award. At their November 10, 2022, Board meeting, the Solano GSA approved a Resolution designating staff responsible for authorizing and entering into an agreement with DWR, amending an agreement, and signing invoices and other deliverables for the grant. This resolution was previously submitted to DWR and is included as an attachment to this letter.

The billing address of the Solano GSA:
810 Vaca Valley Parkway, Suite 202 (as of December 1, 2023)
Vacaville, California 95688

If you have any questions, please contact me at clee@scwa2.com or 707-455-1105, thank you.

Sincerely,

Chris Lee,
General Manager, Solano County Water Agency
Secretary to Solano Subbasin Groundwater Sustainability Agency

ACTION OF
SOLANO GROUNDWATER SUSTAINABILITY AGENCY

DATE: November 10, 2022

SUBJECT: Support of California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68) and the California Budget Acts of 2021 and 2022.

RECOMMENDATIONS:

- 1. Hear Staff report on application for grant funds under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) and the California Budget Acts of 2021 and 2022, for continued implementation of the Solano Subbasin Groundwater Sustainability Plan.
- 2. Authorize Chairman to sign Resolution 2022-01 in support of the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act (Proposition 68) and the California Budget Acts of 2021 and 2022 and authorize staff to apply for and if successful execute a grant agreement with the California Department of Water Resources.

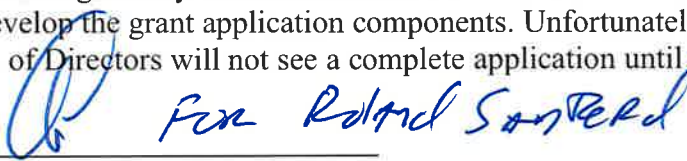
FINANCIAL IMPACT:

None.

BACKGROUND:

On October 4th, the California Department of Water Resources (DWR) opened the formal grant application period for funding under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) and the California Budget Acts of 2021 and 2022, (Proposition 68, Round 2, Sustainable Groundwater Management Act {SGMA} GSP Implementation Program). The response time is short, with grant applications due on November 30, right after the Thanksgiving holiday.

Staff have been collaborating closely with staff from the other Groundwater Sustainability Agencies in the Solano Subbasin to develop the grant application components. Unfortunately, due to the timing of the grant application, the Board of Directors will not see a complete application until after it is submitted.

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 10, 2022 by the following vote.

Ayes: Bird, Kott, Vasquez, Mashburn, Bei, Crossley, Favero, Calvert

Noes:

Abstain:

Absent: Caldwell, Mahoney, Lester

 
Roland Sanford
Secretary to the
Solano Groundwater Sustainability Agency

Staff will provide an overview of the grant requirements and proposed components of the grant application and ask for direction from the Board.

There are no match requirements for the grant.

Proposed grant application components are:

Component 1-GSP Monitoring and Data Management

Address GSP Data Gaps

- Inventory of active wells
- Automated/real-time instrumentation of select monitoring sites
- Review recent Basal Tehama agricultural production wells
- Groundwater (GW) monitoring data gaps

Data Management System (DMS)

- DMS update including interactive web mapping application and other visualization for GSA and public use

Interconnected Surface Water (ISW) and Groundwater Dependent Ecosystems (GDEs) and Putah Creek Projects

- Improved GDE inventory and assessment-cottonwoods, managed wetlands
- ISW and GDE monitoring enhancements-rating curves/instrumentation of existing facilities, identify additional monitoring sites east of Stevenson Bridge
- Synthesis of shallow GW/stream infiltration monitoring on Putah Creek in conjunction with soil and evapotranspiration (ET) monitoring in relation to GDE impacts

Component 2-Supporting Groundwater Use Management Actions

Improving Understanding of Basin Water Use

- Review and refine ET estimates using OpenET
- Improve assessment of surface water use locations and volumes (with well inventory)

Ongoing Water Conservation

- Continued outreach to growers on BMPs benefitting water conservation
- Irrigation management evaluations for GW users

Groundwater Management Policy Support-Looking Ahead

- Incentives and policies for future GW development
- Future land use policy
- Strategies to manage and monitor GW use, including mechanisms to promote recharge and potential updates to GW ordinance

Component 3-Water Replenishment and Reliability

Recharge Study-Targeted Implementation

- Recharge feasibility analysis in Northwest Focus Area and Tremont 3 Watershed-ranking areas and identifying properties for field-scale consideration
- Field-scale recharge site investigation-selected sites for detailed cost/benefit and field conditions assessment for designing pilot recharge projects

Localized Groundwater Conditions Evaluation

- Review and assess GW conditions near Lake Solano in relation to hydrogeology and land use/water demand
- Identify domestic wells vulnerable to GW level impacts
- Evaluate community water supply well needs or other water supply options for improving domestic water supply reliability in Northwest Focus Area.

City of Vacaville Recycled Water Planning

- Refined analyses of benefits and costs, including groundwater management benefits-potential to offset Basal Tehama pumping, other supplies, water treatment

Staff recommendation is to authorize the Chairman to sign Resolution 2022-01 in support of the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act (Proposition 68) and the California Budget Acts of 2021 and 2022 and authorize staff to apply for and if successful execute a grant agreement with the DWR.

RESOLUTION NO. 2022-01

**A RESOLUTION OF THE SOLANO GROUNDWATER SUSTAINABILITY AGENCY
IN SUPPORT OF THE CALIFORNIA DROUGHT, WATER, PARKS, CLIMATE,
COASTAL PROTECTION, AND OUTDOOR ACCESS FOR ALL ACT OF 2018
(PROPOSITION 68) AND THE CALIFORNIA BUDGET ACTS OF 2021 AND 2022**

WHEREAS, the California Department of Water Resources is administering the Sustainable Groundwater Management Grant Program, Planning Grants Proposal Solicitation – Round 2, specifically designed to support and fund implementation of Groundwater Sustainability Plans (GSP); and

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

WHEREAS, Solano Subbasin, as defined by the California Department of Water Resources in Bulletin 118 as of 2018, is subject to the Sustainable Groundwater Management Act, and;

WHEREAS, the Solano Groundwater Sustainability Agency (Solano GSA) has been formed, prepared a Groundwater Sustainability Plan for the Solano Subbasin in collaboration with other GSAs (Solano Collaborative) located in the Solano Subbasin, and the Solano GSA did submit the GSP for the Solano Subbasin on January 31, 2022, pursuant to SGMA, and;

WHEREAS, the Solano GSA wishes to apply to the grant program on behalf of the Solano Collaborative to financially support the implementation of the Solano Subbasin GSP; and

WHEREAS, submittal of a proposal to obtain grant funding requires a resolution from the Solano GSA Board of Directors specifying approval to apply for the grant, Solano GSA's intent to conduct the project pursuant to all grant conditions, and the designation of a grant contact person by title; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Solano Groundwater Sustainability Agency, that application be made to the California Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Round 2 Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) (Pub. Resource Code, § 80000 et seq.) and the California Budget Acts of 2021 and 2022. Be it further resolved that the Solano Groundwater Sustainability Agency has the authority and shall enter into a funding agreement with the Department of Water Resources to receive a grant for the Solano Subbasin GSP Implementation.

The Solano Subbasin GSP Program Administration Manager, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a funding agreement and any future amendments thereto, submit invoices, and submit any reporting requirements with the California Department of Water Resources.

Passed and adopted at a meeting of the Solano Groundwater Sustainability Agency on November 10, 2022.

Authorized Original Signature: _____

Printed Name: DALE CROSSLEY

Title: BOARD CHAIR

Clerk/Secretary: ROLL ROLAND SAUFORD

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Solano Subbasin Groundwater Sustainability Agency held on November 10, 2022.

Clerk/Secretary: _____