

SOLANO SUBBASIN

GROUNDWATER SUSTAINABILITY AGENCY

BOARD OF DIRECTORS MEETING

DATE: Thursday, June 8, 2017
TIME: 4:00 P.M.
PLACE: Berryessa Room
Solano County Water Agency Office
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ELECTION OF OFFICERS** (estimated time: 10 minutes)

RECOMMENDATION:

1. Elect Chairperson and Vice Chairperson for Solano Subbasin Groundwater Sustainability Agency Board of Directors.
2. Utilize rotation schedule for incoming officers.

4. **APPROVAL OF AGENDA**

5. **PUBLIC COMMENT**

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

6. **ELECTION TO BECOME A GROUNDWATER SUSTAINABILITY AGENCY**
(estimated time: 30 minutes)

RECOMMENDATION:

1. Receive presentation on Sustainable Groundwater Management Act.
2. Hold Public Hearing to decide on election to become a Groundwater Sustainability Agency for a portion of the Solano Subbasin.
3. Adopt Resolution 2017-01-Election to Serve as a Groundwater Sustainability Agency for a Portion of the Solano Subbasin.
4. Authorize staff to submit Notice of Intent Letter to Become a Groundwater Sustainability Agency to Department of Water Resources.

7. **SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY NON-SIGNATORY MEMBERS-MEMORANDA OF AGREEMENT** (estimated time: 5 minutes)

RECOMMENDATION:

1. Authorize Chairman to sign Memorandum of Agreement with California Water Services to join Solano Subbasin Groundwater Sustainability Agency.
2. Authorize Chairman to sign Memorandum of Agreement with Solano Farm Bureau to join Solano Subbasin Groundwater Sustainability Agency.

8. **PUBLIC AGENCY ROSTER** (estimated time: 5 minutes)

RECOMMENDATION:

1. Authorize Chairman to sign Resolution 2017-02-Public Agency Roster.

9. **TIME AND PLACE OF REGULAR MEETINGS** (estimated time: 5 minutes)

RECOMMENDATION:

1. Authorize Chairman to sign Resolution 2017-03-Time and Place of Regular Meetings.

10. **SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY STAFFING** (estimated time: 10 minutes)

RECOMMENDATION: For information only.

11. **RALPH M. BROWN ACT** (estimated time: 10 minutes)

RECOMMENDATION: For information only.

12. **TECHNICAL ADVISORY COMMITTEE** (estimated time: 5 minutes)

RECOMMENDATION: For information only

13. **INITIAL BUDGET, COST SHARING, AND FISCAL AGENT** (estimated time: 10 minutes)

RECOMMENDATION: For information only.

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

Thursday, August 10, 2017 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 at www.scwa2.com.

Any materials related to items on this agenda distributed to the Board of Directors less than 72 hours before the public meeting are available for public inspection at the Solano County Water Agency's offices located at the following address: 810 Vaca Valley Parkway, Suite 203, Vacaville, CA 95688. Upon request, these materials may be made available in an alternative format to persons with disabilities.

**ACTION OF
SOLANO GROUNDWATER SUSTAINABILITY AGENCY**

DATE: June 8, 2017

SUBJECT: Election of Officers

RECOMMENDATION:

1. Elect Chairperson and Vice Chairperson for Solano Groundwater Sustainability Agency Board of Directors.
2. Utilize rotation schedule for incoming officers.

FINANCIAL IMPACT:

None.

BACKGROUND:

Upon signature of the Joint Powers Agreement, the Solano Groundwater Sustainability Agency (Agency) became a Public Agency separate from its members (Government Code Section 6500, et. seq.). 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. Initially, the Secretary shall be the General Manager of the Solano County Water Agency (SCWA) (Action Item 10). 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.

Staff recommend a rotational basis for the Chairperson and Vice Chairperson based off of the different representative groupings. For example, year one, the Chairperson could be elected from the Unincorporated Area Representatives, and the Vice Chairperson from the Municipal Representatives. Then Year two, the Vice Chairperson becomes the Chairperson and the Vice Chairperson is selected from the Agricultural District Representatives, whom then becomes the Chairperson on year 3. This example is shown in the table below as well.

Recommended: _____
Roland Sanford, General Manager

Approved as
recommended

Other
(see below)

Continued
on next page

Modification to Recommendation and/or other actions:

I, Roland Sanford, 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 June 8, 2017 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford
Secretary to the
Solano Groundwater Sustainability Agency

Year One

Year One

Chairperson

Vice Chairperson

Unincorporated Area Representative
Solano County District 4
Solano County District 5
Agricultural Advisory Committee
Solano Farm Bureau

Municipal Representatives
City of Dixon
City of Rio Vista
California Water Service

Year Two

Year Two

Chairperson

Vice Chairperson

Municipal Representative

Agricultural District
Dixon Resources Conservation District
Maine Prairie Water District
Reclamation District No. 2068
Solano Resource Conservation District

Year Three

Year Three

Chairperson

Vice Chairperson

Agricultural Representative

Unincorporated Area Representative

The Board of Directors may establish 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. For example, the Board may choose to form an Executive Committee at its next meeting.

**ACTION OF
SOLANO GROUNDWATER SUSTAINABILITY AGENCY**

DATE: June 8, 2017

SUBJECT: Election to become a Groundwater Sustainability Agency for a Portion of the Solano Subbasin

RECOMMENDATION:

1. Receive presentation on Sustainable Groundwater Management Act.
2. Hold Public Hearing to decide on election to become a Groundwater Sustainability Agency for a portion of the Solano Subbasin.
3. Authorize Chairman to adopt Resolution 2017-01, Election to Serve as a Groundwater Sustainability Agency for a Portion of the Solano Subbasin.
4. Authorize staff to submit Notice of Intent Letter to Become a Groundwater Sustainability Agency to Department of Water Resources.

FINANCIAL IMPACT:

Initial costs to formulate the Groundwater Sustainability Agency will be approximately \$6,000 for most participating Members.

BACKGROUND:

The Sustainable Groundwater Management Act of 2014 (SGMA) requires the creation of Groundwater Sustainability Agencies (GSAs), preferably by local entities, to develop and implement Groundwater Sustainability Plans (GSPs) for groundwater basins identified in California Department of Water Resources (DWR) Bulletin 118. All groundwater users – public and private – who extract more than two acre-feet of groundwater per year are subject to SGMA and in turn, any GSP developed by the corresponding GSA. Additional information about the SGMA can be found at www.water.ca.gov/groundwater/sgm.

Recommended: _____
Roland Sanford, General Manager

Approved as
recommended

Other
(see below)

Continued
on next page

Modification to Recommendation and/or other actions:

I, Roland Sanford, 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 June 8, 2017 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford
Secretary to the
Solano Groundwater Sustainability Agency

The Solano Sub-Basin (Attachment A), as currently delineated in DWR Bulletin 118, is subject to SGMA and is largely located in eastern and southern Solano County, but encompasses small portions of Sacramento and Yolo counties. Pursuant to SGMA, groundwater users within the Solano Sub-Basin have the option of formulating their own GSA by June 30, 2017 and implementing a state approved GSP by January 31, 2022; or deferring to state government, who would in turn develop and impose a GSP for the Solano Sub-Basin at the locals financial expense.

A voluntary working group composed of staff from Cal Water, City of Dixon, City of Fairfield, City of Rio Vista, Maine Prairie Water District, City of Vacaville, Dixon Resource Conservation District, North Delta Water Agency, Northern Delta GSA/Freshwater Trust, Reclamation District 2068, Sacramento County Water Authority, Solano County, Solano County Ag Advisory Committee, Solano County Farm Bureau, Solano County Water Agency, Solano Irrigation District, Solano Resource Conservation District, and Travis Air Force Base; collectively referred to as the GSA Advisory Group (GSAG), has met on multiple occasions to discuss formation of a Solano Sub-Basin GSA.

A Joint Powers Agreement (JPA) (Attachment B) was drafted through the GSAG and subsequently reviewed and approved for signature by the participating Members, which effectively created the Solano Groundwater Sustainability Agency (Agency). The Members are: City of Dixon, Dixon Resource Conservation District, Maine Prairie Water District, Reclamation District Number 2068, City of Rio Vista, Solano County, and the Solano Resource Conservation District. Non-signatory members, California Water Service, Solano Agricultural Advisory Committee, and the Solano Farm Bureau have agreed to the terms in the JPA but are joining the Solano GSA through separate legal agreements (Attachment C), which also bind them to the terms of the JPA. Non-signatory Members have all the rights and voting powers associated with Members in the JPA.

The City of Vacaville, Solano Irrigation District, and the Northern Delta GSA have elected to form GSAs with boundaries comprised of their individual jurisdictional boundaries (Attachment D) in the Solano Subbasin.

There will be no overlap of jurisdictional boundaries amongst the GSAs in the Solano Subbasin. The combination of all the proposed GSAs will provide complete coverage for managing groundwater resources in a sustainable manner for the Solano County portion of the Solano Subbasin. Both Sacramento and Yolo Counties have proposed GSAs covering their respective portion of the Solano Subbasin.

There will be agreements amongst all of the GSAs in the Solano Subbasin detailing coordination, collaboration and effective management of groundwater resources in a sustainable manner. It is likely that all GSAs will participate in a single GSP for the Solano Subbasin.

RESOLUTION 2017-01

**A RESOLUTION OF THE SOLANO GROUNDWATER SUSTAINABILITY AGENCY
ELECTING TO SERVE AS A GROUNDWATER SUSTAINABILITY AGENCY
FOR A PORTION OF THE SOLANO SUBBASIN**

WHEREAS, the Sustainable Groundwater Management Act of 2014, Part 2.74 of Division 6 of the California Water Code (SGMA), was signed into law on September 16, 2014; and

WHEREAS, SGMA requires that each California groundwater basin or subbasin be managed by a Groundwater Sustainability Agency (GSA), or multiple GSA's, and that such management be implemented pursuant to approved Groundwater Sustainability Plan (GSP) or multiple GSPs; and

WHEREAS, the Solano Groundwater Sustainability Agency (Agency) is a joint powers agency, formed pursuant to the provisions of Government Code §6500, et seq. as a public agency separate from its members; and

WHEREAS, the signatory members of the Agency are the CITY OF DIXON, CITY OF RIO VISTA, SOLANO COUNTY, DIXON RESOURCE CONSERVATION DISTRICT, SOLANO RESOURCE CONSERVATION DISTRICT, MAINE PRAIRIE WATER DISTRICT, and RECLAMATION DISTRICT 2068; and

WHEREAS, there are non-signatory members of the Solano GSA, CALIFORNIA WATER SERVICE COMPANY and SOLANO COUNTY FARM BUREAU, that have entered into Memoranda of Agreement with the Solano GSA agreeing to be bound to the terms of the Joint Powers Agreement; and

WHEREAS, the Agency is a Local Agency within the definition of Water Code § 10721(n), eligible to serve as a GSA pursuant to Water Code § 10723, because it possesses water supply and water management responsibilities within a groundwater basin as defined by Bulletin 118; and

WHEREAS, the Agency overlies a subbasin of the Sacramento Valley Groundwater basin known as the Solano Subbasin (No. 5-021.66), an unadjudicated groundwater basin overlying portions of Solano County (Basin); and

WHEREAS, notice of a public hearing to consider whether the Solano GSA should become a GSA for the Basin, a copy of which is attached hereto as **EXHIBIT A**, was published in the Daily Republic of Fairfield, the Dixon Tribune, the River News Herald of Rio Vista, and the Vacaville Reporter, on May, XX, 2017 and May, XX, 2017, pursuant to Government Code § 6066, as required by Water Code § 10723(b); and

WHEREAS, a good faith effort to notify the Basin's other potential GSA's, that are not part of this GSA, of the Agency's intent to become the GSA for the Basin, was conducted; and

WHEREAS, the Agency held a public hearing on June 8, 2017, at which its Board of Directors considered whether the Agency should become a GSA for a portion of the Basin; and

NOW, THEREFORE, BE IT RESOLVED, ORDERED, AND DIRECTED THAT:

1. The Agency hereby elects to be the Groundwater Sustainability Agency for that portion of the Solano Subbasin within Solano County depicted in the map attached hereto as **EXHIBIT B**.
2. Within 30 days of the date of this Resolution, the Secretary is directed to submit a notice of intent to the Department of Water Resources, pursuant to Water Code § 10723.8(a).
3. The Secretary shall, after complying with Water Code § 19727.8, begin the process of developing the Solano GSA's Groundwater Sustainability Plan for the Basin in accordance with all applicable statutes and regulations.
4. The Secretary shall create and maintain a list of persons interested in receiving notices concerning the Agency's SGMA process pursuant to Water Code § 10723.4.
5. The Secretary shall provide regular progress reports on the SGMA implementation process to the Board.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Agency on the 8th day of June, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

DATED: June 8th, 2017

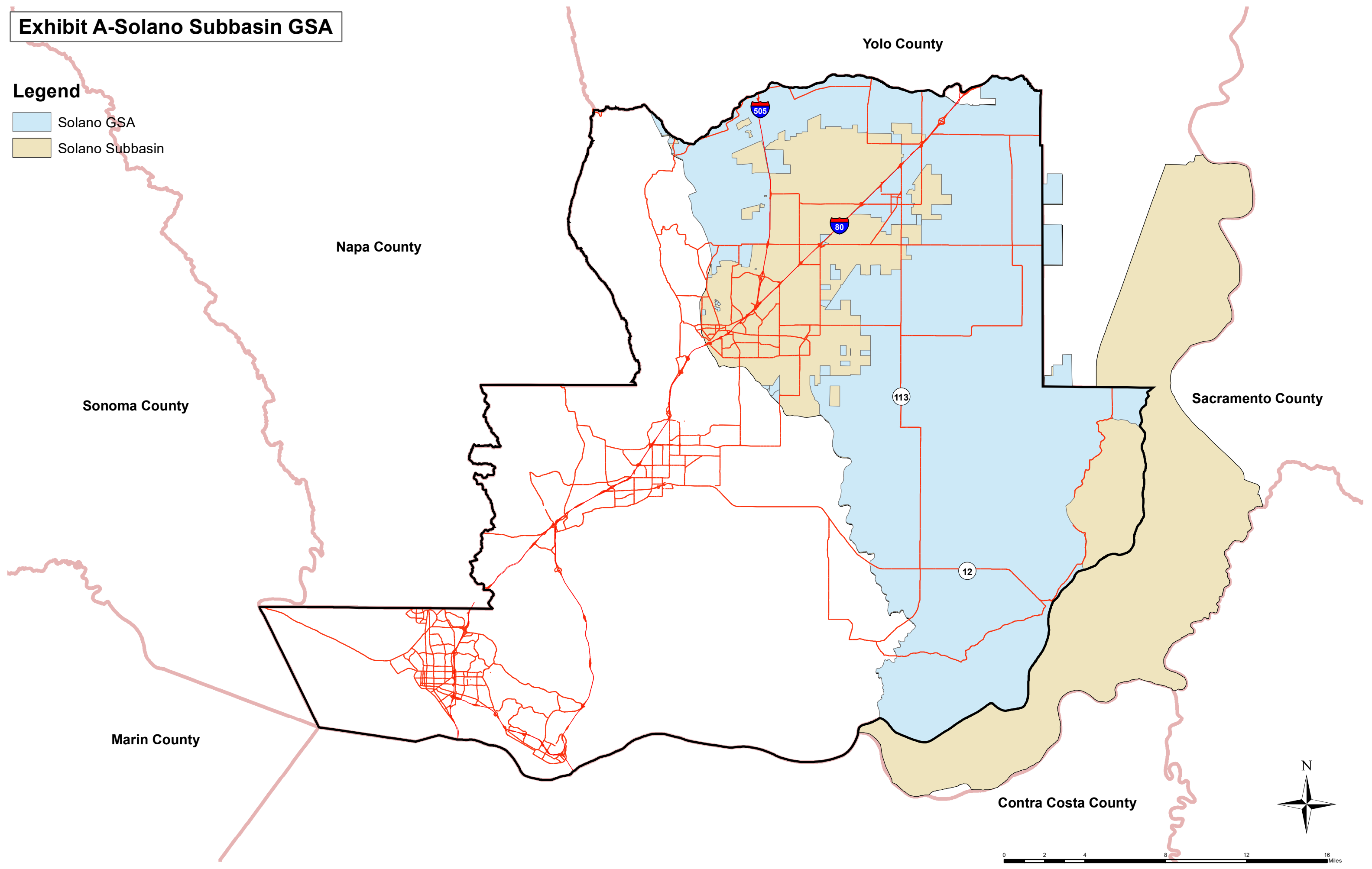
**Chair, Board of Directors
Solano GSA**

ATTEST

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

Exhibit A-Solano Subbasin GSA

- Legend**
- Solano GSA
 - Solano Subbasin



Directors

Mayor Thom Bogue-City of Dixon
Mayor Norm Richardson-City of Rio Vista
Supervisor John Vasquez-Solano County
Supervisor Skip Thomson-Solano County
Spencer Bei-Dixon Resource Conservation District
Joe Martinez-Solano Resource Conservation District
Ryan Mahoney-Maine Prairie Water District
Dale Crossley-Reclamation District No. 2068
Jack Caldwell-Cal Water
John Rotteveel-Solano County Farm Bureau
Russ Lester-Landowner Representative

June 8th, 2017

Mr. Mark Nordberg, GSA Project Manager
Senior Engineering Geologist
California Department of Water Resources
901 P Street, Room 213-B
P.O. Box 942836
Sacramento, CA 94236-0001

Subject: NOTICE OF INTENT TO BECOME A GROUNDWATER SUSTAINABILITY AGENCY-SOLANO
SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

Dear Mr. Nordberg:

This letter serves as notification to the California Department of Water Resources that the Solano Subbasin Groundwater Sustainability Agency, a Joint Powers Agency (**Agency**) has elected to become a Groundwater Sustainability Agency (**GSA**) pursuant to Water Code section 10723.8, and its intent to undertake sustainable groundwater management for a portion of the Solano Subbasin (DWR Basin No. 5.21-66) (**Basin**). A map and shapefile showing the Basin and the proposed area of the GSA is attached in **Exhibit A**.

The Agency is also entering into Memoranda of Agreement with other agencies overlying the Basin, and is interested in working cooperatively with them. The other entities considering formation of a GSA within the Solano County portion of the Basin boundaries currently include:

City of Vacaville
Solano Irrigation District
Northern Delta GSA

A copy of the Joint Powers Agreement, and the Resolution electing to become a GSA for the Basin are attached are **Exhibits B** and **C**, respectively.

Prior to the election to become a GSA, a public hearing was held on June 8th, 2017 pursuant to Water Code section 10723(b). The notices of the public hearing are attached as **Exhibit D**.

As required by Water Code section 10723.8(a)(4), the Agency developed a list of interested parties (**Exhibit E**), and this list will continue to be amended as necessary during the Groundwater Sustainability Plan (GSP) development process. As required by the Sustainability Groundwater Management Act (SGMA), the Agency will consider all beneficial uses and users of groundwater within the Basin, as well as those responsible for developing GSPs. The Agency will solicit feedback and participate in discussions with interested parties during GSP development. These interests include, but are not limited to the following:

- ***Holders of overlying groundwater rights, including:***

- *Agriculture users.*

- The Agency Board of Directors is comprised of specific representative of the agricultural community.

- *Domestic well owners.*

- There are domestic wells within the GSA, however, based on the understanding of groundwater conditions that currently exist, or are likely to exist in the foreseeable future, the GSA anticipates that the plan will exclude domestic wells.

- ***Municipal well operators.***

- The Agency Board of Directors includes municipal well operators, and the Agency will be working directly with municipalities in the county that operate municipal wells.

- ***Public water systems.***

- The Agency will work directly with public water systems within the GSA relying on groundwater supplies.

- ***Local land use planning agencies.***

- The Cities of Dixon and Rio Vista, and Solano County are members of the Agency. The Agency is working closely with other land use planning agencies within the Basin, and will solicit feedback from them to the GSA.

- ***Environmental users of groundwater.***

- The Agency has, and will continue to work cooperatively with the following agencies, along with state and federal government regulatory agencies, to address groundwater issues in developing the GSA: Putah Creek Coordinating Committee and Putah Creek Council.

- ***Surface water users, if there is a hydrologic connection between surface and groundwater flows.***

The Agency is working very closely with Solano County Water Agency, Reclamation District 2068, and Maine Prairie Water District within the GSA boundaries.

- ***The federal government, including, but not limited to, the military and managers of federal lands.***

The Agency has, and will continue to work cooperatively with Travis Air Force Base to address groundwater issues in developing the GSA. Solano County Water Agency has a contractual relationship with the United States Bureau of Reclamation, and will coordinate with the Agency.

- ***California Native American tribes.***

The Agency will identify Native American Tribes and members of Tribes within the Solano Subbasin and will work cooperatively in the planning and outreach process of developing the GSP.

- ***Disadvantaged communities, including, but not limited to, those served by private domestic wells or small community water systems.*** The Agency has identified disadvantaged communities within the basin from DWR's web page, and will cooperate with Solano County to work with any disadvantaged communities within the GSA relying on groundwater supplies.

- ***Entities listed in Water Code section 10927 that are monitoring and reporting groundwater elevations in all or a part of a groundwater basin managed by the GSA.*** The Agency will coordinate with the Solano County Water Agency and other public agencies within the Basin that collect groundwater data, and the GSA will continue to coordinate with those entities regarding the plan.

The Agency intends to work cooperatively with other agencies, water providers, and other interested stakeholders within Solano County, and the State of California, regarding the sustainable management of groundwater within the Basin.

As such, should any of the other GSA efforts in the Solano County portion of the Solano Subbasin fail to materialize, the Agency, through the land use authority of Solano County where appropriate, will undertake sustainable groundwater management for any of those unmanaged areas. If such an occurrence takes place, the Agency will update its map and shapefile showing the Basin and the updated proposed area of the GSA as necessary.

If the Department of Water Resources requires additional information, please contact Chris Lee at (707) 455-1105 or via email at clee@scwa2.com

Mr. Nordberg Letter, Page 4

Very truly yours,

Chair, Board of Directors
Solano GSA

Attachments:

- Exhibit A**-Map/GIS shape file of the Basin
- Exhibit B**-Copy of Joint Powers Agreement
- Exhibit C**-Copy of resolution of election to become a GSA
- Exhibit D**-Proof of publication notice for public hearing
- Exhibit E**-List of interested parties

**ACTION OF
SOLANO GROUNDWATER SUSTAINABILITY AGENCY**

DATE: June 8, 2017

SUBJECT: Solano Groundwater Sustainability Agency Non-Signatory Members-Memoranda of Agreement

RECOMMENDATION:

- 1. Authorize Chairman to sign Memorandum of Agreement with California Water Services to join Solano Groundwater Sustainability Agency.
- 2. Authorize Chairman to sign Memorandum of Agreement with Solano Farm Bureau to join Solano Groundwater Sustainability Agency

FINANCIAL IMPACT:

None.

BACKGROUND:

The Sustainable Groundwater Management Act of 2014 (SGMA) requires the creation of Groundwater Sustainability Agencies (GSAs), preferably by local agencies, to develop and implement Groundwater Sustainability Plans (GSPs) for groundwater basins identified in California Department of Water Resources (DWR) Bulletin 118.

SGMA defines local agencies as a local public agency that has water supply, water management, or land use responsibilities within a groundwater basin. Under SGMA, local agencies are eligible to form a GSA. SGMA allows GSAs to invite interested stakeholders who are not otherwise GSA eligible agencies, to participate in the GSA.

Recommended: _____
Roland Sanford, General Manager

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

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 June 8, 2017 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford
Secretary to the
Solano Groundwater Sustainability Agency

Through the stakeholder outreach process, which included multiple mail outs, updates to the SGMA website, six public meetings, and an Agricultural Summit, there was an overwhelming desire to have adequate representation from the agricultural community on the GSA. Landowners and agricultural stakeholders are a diverse group in Solano County and align and feel comfortable with several different entities or agencies representing their broad interests, no one entity or agency represents all of their interests.

The GSAG thought it was in the best interest to the stakeholders whom would be most directly affected by SGMA to invite the Solano County Agricultural Advisory Committee and the Solano Farm Bureau to participate in the GSA. These two agencies, along with the Dixon and Solano Resource Conservation Districts, Maine Prairie Water District, Reclamation District Number 2068, and Solano County, should adequately represent agricultural stakeholders on the GSA and through the SGMA process.

California Water Service was also invited to participate in the GSA as they represent a number of groundwater users as well.

Both of these Non-Signatory Members will participate in the GSA through Memoranda of Agreements and will have the same rights and voting powers as GSA Members who are signatories to the JPA.

**MEMORANDUM OF AGREEMENT
FOR THE SOLANO SUBBASIN
GROUNDWATER SUSTAINABILITY AGENCY
(Cal Water)**

THIS MEMORANDUM OF AGREEMENT (“**MOA**” or “**Agreement**”) is entered into and effective this ___ day of May, 2017 (“**Effective Date**”) by and among the SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY (“**Agency**”), a joint exercise of powers agency formed under California Government Code Sections 6500 *et seq.* (the “**Joint Exercise of Powers Act**”), and the CALIFORNIA WATER SERVICE COMPANY (“**Cal Water**”) (hereafter referred to collectively as the “**Parties**”).

1. **RECITALS**

a. The Sustainable Groundwater Management Act of 2014 (“**Act**”) went into effect on January 1, 2015 and requires the sustainable management of groundwater basin;

b. The Act was amended by Senate Bill 13, effective January 1, 2016;

c. The legislative intent of the Act is to provide sustainable groundwater management of groundwater basins, to enhance local management of groundwater, to establish minimum standards for sustainable groundwater management, and to provide local groundwater agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater;

d. The Act requires formation of a Groundwater Sustainability Agency (“**GSA**”), or multiple GSAs, that will be responsible for developing a Groundwater Sustainability Plan (“**GSP**”) for a groundwater basin, and where multiple agencies are interested in jointly managing groundwater resources, the Act allows multiple local agencies to form and act as a single GSA through a memorandum of agreement, a joint powers agreement, or other legal agreement pursuant to the Act (Water Code Section 10723(a));

e. The Agency is formed through a Joint Powers Agreement (“**JPA**”) entered into among various local government entities with water supply, water management, or land use responsibilities (“**Members**”) within the Solano County portion of the Solano Subbasin of the Sacramento Valley Groundwater Basin (Subbasin No. 5-21.66 as identified in the Department of Water Resources Bulletin 118) (“**Subbasin**”). Attached hereto and incorporate by this reference as **EXHIBIT A** is a copy of the Joint Powers Agreement forming the Agency (“**JPA Agreement**”).;

f. The Agency intends to form to act as a GSA within the Solano County portion of the Solano Subbasin pursuant to the terms and conditions in the JPA;

g. Pursuant to Water Code Section 10723.6(b), a water corporation regulated by the Public Utilities Commission or a mutual water company may participate in a GSA through a memorandum of agreement or other legal agreement. The Act further provides that the authority provided by Section 10723.6(b) does not confer any additional powers to a nongovernmental entity;

h. Cal Water is a water corporation regulated by the Public Utilities Commission that has groundwater management operations, acts as an urban water supplier, and otherwise holds water rights and water related assets in the Subbasin;

i. Cal Water's full participation in the GSA that will be formed by the Agency and in the management of the Agency in its role as the GSA for the Subbasin is essential and necessary because Cal Water has extensive technical, management and financial expertise and abilities with respect to sustainable groundwater management in the Subbasin, and because Cal Water has substantial rights and interests affected by the technical operation of the Subbasin and policy decisions that will be made by the Agency and the GSA formed by the Agency;

j. The JPA provides that a representative of Cal Water appointed by Cal Water shall serve as a Director on the Board of Directors of the Agency and the GSA formed by the Agency, and that Cal Water shall also appoint a person to serve in a like manner as an alternate Director of the Board in the absence of Cal Water's appointed Director;

k. The Agency desires to benefit from Cal Water's expertise, experience and abilities through Cal Water's service as a Director on the Board, and subsequently by Cal Water's membership in the GSA that will be formed by the Agency;

l. Cal Water desires to designate a representative to serve as a Director of the Board of the Agency pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, the Parties agree as follows:

2. **CAL WATER TO COMPLY WITH THE TERMS OF THE JOINT POWERS AGREEMENT.** Cal Water agrees to comply with the terms, responsibilities, benefits and obligations of the JPA. The JPA may be amended from time to time as well as bylaws of the Agency. Any amendments to the JPA or bylaws shall be automatically incorporated by reference to this Agreement and made a part hereof, unless the amendment to the JPA is in conflict with any provision of this MOA.

3. **CAL WATER MEMBERSHIP ON BOARD OF DIRECTORS OF AGENCY.** In accordance with the provisions of the JPA, Cal Water shall have the right to appoint a representative to serve as a Director on the Board of the Agency, and shall have the right to appoint a representative as an alternate Director of the Board, each of whom shall have the right to cast a vote on behalf of Cal Water. Cal Water shall notify the Agency in writing of Cal Water's appointment of a Director to the Agency's Board of Directors, and its appointment of an alternate Director, in accordance with the provision for notification of appointment to the Board of Directors in the JPA.

4. **CAL WATER MEMBERSHIP ON BOARD OF DIRECTORS OF GSA AND PARTICIPATION IN GSA.** The Agency additionally agrees that Cal Water shall have the right to participate in the GSA that will be formed by the Agency pursuant to the terms, responsibilities, benefits and obligations of the JPA and any adopted bylaws.

5. **NO CONFERRAL OF ADDITIONAL POWERS.** Nothing contained in this Agreement shall confer on Cal Water the right to exercise any legislative powers of the Agency or

individual power of its Members that are independent of the powers granted to the Agency or the GSA formed by the Agency.

6. **CAL WATER INITIAL FUNDING CONTRIBUTION.** Cal Water agrees to pay an initial contribution in the amount of six thousand dollars (\$6,000.00), due within ninety (90) days following the Effective Date of this Agreement.

7. **CAL WATER PAYMENT OF AUTHORITY ASSESSMENTS.** Cal Water agrees to pay its portion of the Agency's annual general operating and administrative expenses at the rate determined from time to time by the Agency's Board of Directors, provided that the share of such costs allocated to Cal Water on a pro rata basis pursuant to Article VI, or other applicable Articles of the JPA shall not be greater than the rate charged to other Members of the Agency. However, that in no event shall Cal Water be required to fund any such Agency costs of litigation or indemnification in connection with this Agreement.

8. **COSTS.** Each Party shall bear all costs incurred with respect to its activities under this MOA. Costs incurred in connection with this MOA for the joint benefit of both Parties shall be borne as determined by the JPA.

9. **COOPERATE.** The Parties agree to work together in a cooperative manner in an effort to move towards groundwater sustainability within the Solano Subbasin and in furtherance of the Act.

10. **COORDINATION.** The Act requires that the entire Subbasin be covered by one or more GSPs. If more than one GSP is adopted, the Act further requires that a coordination agreement(s) be entered into to the satisfaction of the DWR. To this end, the Parties agree and understand that coordination, collaboration, and cooperation on various levels is essential to complying with the Act's requirements, regardless of the governance structure ultimately adopted for the Solano Subbasin.

11. **GROUNDWATER SUSTAINABILITY PLAN.** To facilitate the coordination required by the Act, the Parties agree to work individually and collectively to pursue the development of a single GSP, if feasible, to manage groundwater within the Solano Subbasin.

12. **TERM.** The Parties have entered into this MOA voluntarily. The MOA shall become effective upon signature by the authorized officials from the Parties and will remain in effect until modified or terminated by either Party or by mutual consent of both Parties.

13. **TERMINATION AND WITHDRAWAL.**

a. Termination by Cal Water. Cal Water may terminate its participation in this Agreement for any reason or no reason, effective upon thirty (30) days' prior written notice to the Agency. Upon termination, Cal Water shall remain responsible for its share of expenses and obligations of the Agency incurred by Cal Water under this Agreement prior to the effective date of such a termination. No refund or repayment of the initial commitment of funds (as determined by the Board of Directors) shall be made to Cal Water upon Cal Water's termination of this Agreement. The refund or repayment of any other contribution shall be made in accordance with the terms and conditions upon which the contribution as made by Cal Water, or other agreement of the Agency and Cal Water. The representative on the Agency Board of Directors appointed by Cal Water shall be

deemed to have withdrawn from the Authority's Board of Directors effective concurrent with termination of this Agreement.

b. Termination by Agency. The Agency may terminate this Agreement as to one or more parties in the event Cal Water fails to perform a material obligation under this Agreement that remains uncured after expiration of a thirty (30) day period following written notice of such failure from the Agency to Cal Water by delivering thirty (30) days' prior written notice of termination to Cal Water.

14. **MISCELLANEOUS.**

a. Amendments. The Agreement may be amended only by a subsequent writing, approved and signed by Cal Water and the Agency. Approval by the Agency is valid only after a majority of the Board of Directors of the Agency approves the amendment.

b. Assignment; Binding on Successors. Except as otherwise provided in this Agreement, the rights and duties of the parties under this Agreement may not be assigned or delegated without the prior written consent of the other party. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void.

c. Notice. Any and all notices permitted or required to be given hereunder shall be in writing and (a) delivered personally, or (b) sent by certified mail (return receipt requested), or (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by email communication followed by a mailed copy to the following addresses (or to such other address as may from time to time be specified in writing by such person) at the addresses set forth below as follows:

To Authority: Solano Subbasin GSA
c/o Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688
Attention: Chris Lee
Phone: (707) 451-6090
Email: clee@scwa2.com

To Cal Water: California Water Service Company
110 East Mayes Street
Dixon, CA 95620
Attn: Local Manager
Phone: (707) 678-5928

Notices shall be deemed received when actually received in the office of the addressee, or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private carrier or other person making the delivery, except that notices sent electronically shall be deemed received on the first business day following delivery.

d. Defined Terms. Capitalized terms used but not separately defined in this Agreement have the meanings assigned to such terms in the JPA or the Act.

e. Counterparts. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any dispute concerning this Agreement shall be in the Superior Court of Solano County. In the event of a dispute, prior to initiating any litigation or dispute resolution process, the Agency and Cal Water shall meet and confer in person in a good faith attempt to resolve such dispute.

f. Severability. The invalidity or unenforceability of any portion of this Agreement shall not affect the validity or enforceability of any other portion or provision to the fullest extent permitted by law. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

g. Good Faith. Each Party agrees to use its best efforts and to work diligently and in good faith for the expeditious fulfillment of the objectives of this MOU and satisfactory performance of the terms and provisions contained herein.

IN WITNESS WHEREOF, the Agency and Cal Water execute this Agreement effective as of the date first written above.

AGENCY:

SOLANO SUBBASIN GROUNDWATER
SUSTAINABILITY AGENCY, a California
Joint Powers Authority,

By: _____

Name: _____

Title: _____

ATTEST: _____

CAL WATER:

CALIFORNIA WATER SERVICES COMPANY,
a California corporation

By: _____

Name: _____

Title: _____

**MEMORANDUM OF AGREEMENT
FOR THE SOLANO SUBBASIN
GROUNDWATER SUSTAINABILITY AGENCY
(Farm Bureau)**

THIS MEMORANDUM OF AGREEMENT (“**MOA**”) is entered into and effective this ___ day of May, 2017 (“**Effective Date**”) by and among the SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY (“**Agency**”), a joint exercise of powers agency formed under California Government Code Sections 6500 *et seq.* (the “**Joint Exercise of Powers Act**”) and the SOLANO COUNTY FARM BUREAU (“**Farm Bureau**”), a non-profit organization of farmers and ranchers organized in Solano County under the laws of the State of California (hereafter referred to collectively as the “**Parties**”).

1. **RECITALS**

a. The Sustainable Groundwater Management Act of 2014 (“**Act**”) went into effect on January 1, 2015 and requires the sustainable management of groundwater basins;

b. The Act was amended by Senate Bill 13, effective January 1, 2016;

c. The legislative intent of the Act is to provide sustainable groundwater management of groundwater basins, to enhance local management of groundwater, to establish minimum standards for sustainable groundwater management, and to provide local groundwater agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater;

d. The Act requires formation of a Groundwater Sustainability Agency (“**GSA**”), or multiple GSAs, that will be responsible for developing a Groundwater Sustainability Plan (“**GSP**”) for a groundwater basin, and where multiple agencies are interested in jointly managing groundwater resources, the Act allows multiple local agencies to form and act as a single GSA through a memorandum of agreement, a joint powers agreement, or other legal agreement pursuant to the Act (Water Code Section 10723(a));

e. The Agency is formed through a Joint Powers Agreement (“**JPA**”) entered into among various local government entities with water supply, water management, or land use responsibilities (“**Members**”) within the Solano County portion of the Solano Subbasin of the Sacramento Valley Groundwater Basin (Subbasin No. 5-21.66 as identified in the Department of Water Resources Bulletin 118) (“**Subbasin**”). Attached hereto and incorporated by this reference as **EXHIBIT A** is a copy of the Joint Powers Agreement forming the Agency (“**JPA Agreement**”).;

f. The Agency intends to form to act as a GSA within the Solano County portion of the Solano Subbasin pursuant to the terms and conditions in the JPA;

g. Pursuant to Water Code Section 10723.6(b), a water corporation regulated by the Public Utilities Commission or a mutual water company may participate in a GSA through a memorandum of agreement or other legal agreement. The Act further provides that the authority provided by Section 10723.6(b) does not confer any additional powers to a nongovernmental entity;

h. The Farm Bureau is a member of the California Farm Bureau Federation, a non-profit organization of farmers and ranchers, representing agricultural interests within the Subbasin that pump groundwater for agricultural interests.

i. The JPA provides that an agricultural representative, who shall be a landowner within the Management Area that pumps Groundwater for agricultural purposes, shall serve as a Director on the Board of Directors of the Agency and the GSA formed by the Agency, to be appointed by the Board of Directors of the GSA from candidates nominated by the Farm Bureau.

j. The Agency desires to benefit from the Farm Bureau's expertise, experience and abilities through the Farm Bureau's nomination of agricultural representatives who will serve as Directors on the Board of the Agency pursuant to the terms of this Agreement.

k. The Farm Bureau desires to nominate one representative to serve as a Director on the Board of the Agency pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, the Parties agree as follows:

2. FARM BUREAU REPRESENTATIVE TO BE APPOINTED TO MEMBERSHIP ON BOARD OF DIRECTORS OF AGENCY. In accordance with the provisions of the JPA, the Farm Bureau shall have the right to nominate an agricultural representative to serve as a Director on the Board of the Agency and shall have the right to nominate a representative to be appointed as an alternate Director on the Board of the Agency, each of whom shall have the right to cast a vote on behalf of agriculture. The Farm Bureau shall notify the Agency in writing of the Farm Bureau's nomination of Directors to the Agency's Board of Directors, and their nominations of alternate Directors, to be appointed in accordance with the provision for notification of appointment to the Board of Directors in the JPA.

3. AGRICULTURAL REPRESENTATIVES ON BOARD OF DIRECTORS OF GSA AND PARTICIPATION IN GSA. The Agency agrees that the agricultural representatives shall be full participants in the GSA that will be formed by the Agency pursuant to the terms, responsibilities, benefits and obligations of the JPA and any adopted laws.

4. NO CONFERRAL OF ADDITIONAL POWERS. Nothing contained in this Agreement shall confer on the Farm Bureau the right to exercise any legislative powers of the Agency or individual power of its Members that are independent of the powers granted to the Agency or the GSA formed by the Agency.

5. COSTS. Each Party shall bear all costs incurred with respect to its activities under this MOA. Costs incurred in connection with this MOA for the joint benefit of all Parties shall be borne as determined by the JPA.

6. **COOPERATE.** The Parties agree to work together in a cooperative manner in an effort to move towards groundwater sustainability within the Solano Subbasin and in furtherance of the Act.

7. **COORDINATION.** The Act requires that the entire Subbasin be covered by one or more GSPs. If more than one GSP is adopted, the Act further requires that a coordination agreement(s) be entered into to the satisfaction of the DWR. To this end, the Parties agree and understand that coordination, collaboration, and cooperation on various levels is essential to complying with the Act's requirements, regardless of the governance structure ultimately adopted for the Solano Subbasin.

8. **GROUNDWATER SUSTAINABILITY PLAN.** To facilitate the coordination required by the Act, the Parties agree to work individually and collectively to pursue the development of a single GSP, if feasible, to manage groundwater within the Solano Subbasin.

9. **TERM.** The Parties have entered into this MOA voluntarily. The MOA shall become effective upon signature by the authorized officials from the Parties and will remain in effect until modified or terminated by either Party or by mutual consent of both Parties.

10. **TERMINATION AND WITHDRAWAL.**

a. Termination by Agency. The Agency may terminate this Agreement in the event the Farm Bureau fails to perform a material obligation under this Agreement that remains uncured after expiration of a thirty (30) day period following written notice of such failure from the Agency to the Farm Bureau by delivering thirty (30) days' prior written notice of termination to the Farm Bureau.

b. Termination by Farm Bureau. The Farm Bureau may terminate its participation in this Agreement for any reason or no reason, effective upon thirty (30) days' prior written notice to the Agency. Upon termination, the Farm Bureau shall remain responsible for its share of expenses and obligations of the Agency incurred by the Farm Bureau under this Agreement prior to the effective date of such a termination. No refund or repayment of the initial commitment of funds (as determined by the Board of Directors) shall be made to the Farm Bureau upon Farm Bureau's termination of this Agreement. The refund or repayment of any other contribution shall be made in accordance with the terms and conditions upon which the contribution was made by the Farm Bureau, or other agreement of the Agency and the Farm Bureau. The representative on the Agency Board of Directors nominated by the Farm Bureau shall be deemed to have withdrawn from the Agency's Board of Directors effective concurrent with termination of this Agreement.

11. **MISCELLANEOUS.**

a. Amendments. The Agreement may be amended only by a subsequent writing, approved and signed by the Farm Bureau and the Agency. Approval by the Agency is valid only after a majority of the Board of Directors of the Agency approves the amendment.

b. Assignment; Binding on Successors. Except as otherwise provided in this Agreement, the rights and duties of the Parties under this Agreement may not be assigned or delegated without the prior written consent of the other parties. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void.

c. Notice. Any and all notices permitted or required to be given hereunder shall be in writing and (a) delivered personally, or (b) sent by certified mail (return receipt requested), or (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by email communication followed by a mailed copy to the following addresses (or to such other address as may from time to time be specified in writing by the Parties) at the addresses set forth below as follows:

To Authority: Solano Subbasin GSA
c/o Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688
Attention: Chris Lee
Phone: (707) 451-6090
Email: clee@scwa2.com

To Farm Bureau: Solano County Farm Bureau
300 Main Street, Suite B
Vacaville, CA 95688
Attn: Solano County Board of Directors
Phone: (707) 449-8044
Fax: (707) 449-8050
Email: Solanofb@castles.com

Notices shall be deemed received when actually received in the office of the addressee, or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private carrier or other person making the delivery, except that notices sent electronically shall be deemed received on the first business day following delivery.

d. Defined Terms. Capitalized terms used but not separately defined in this Agreement have the meanings assigned to such terms in the JPA or the Act.

e. Counterparts. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any dispute concerning this Agreement shall be in the Superior Court of Solano County. In the event of a dispute, prior to initiating any litigation or dispute resolution process, the Agency and Farm Bureau shall meet and confer in person in a good faith attempt to resolve such dispute.

f. Severability. The invalidity or unenforceability of any portion of this Agreement shall not affect the validity or enforceability of any other portion or provision to the fullest extent permitted by law. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

g. Good Faith. Each Party agrees to use its best efforts and to work diligently and in good faith for the expeditious fulfillment of the objectives of this MOU and satisfactory performance of the terms and provisions contained herein.

IN WITNESS WHEREOF, the Agency and Farm Bureau execute this Agreement effective as of the date first written above.

[SIGNATURES ON FOLLOWING PAGES]

AGENCY:

SOLANO SUBBASIN GROUNDWATER
SUSTAINABILITY AGENCY, a California
Joint Powers Authority

By: _____

Name: _____

Title: _____

ATTEST: _____

FARM BUREAU:

SOLANO COUNTY FARM BUREAU,
a California non-profit organization

By: _____

Name: _____

Title: _____

**ACTION OF
SOLANO GROUNDWATER SUSTAINABILITY AGENCY**

DATE: June 8, 2017

SUBJECT: Public Agency Roster

RECOMMENDATION:

- 1. Authorize Chairman to sign Resolution 2017-02-Public Agency Roster.

FINANCIAL IMPACT:

None.

BACKGROUND:

California Government Code Section 53051 requires a California public agency (as defined by California Government Code Section 53050) to file a statement of the following facts with the County Clerk and Secretary of the State:

- 1. The full, legal name of the public agency;
- 2. The official mailing address of the governing body of the public agency;
- 3. The name and residence or business address of each member of the governing body of the public agency;
- 4. The name, title, and residence or business address of the chairman, president, or other presiding officer, and clerk or secretary of the governing body of such public agency.

Recommended: _____
Roland Sanford, General Manager

Approved as recommended Other (see below) Continued on next page

Modification to Recommendation and/or other actions:

I, Roland Sanford, 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 June 8, 2017 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford
Secretary to the
Solano Groundwater Sustainability Agency

RESOLUTION 2017-02

**A RESOLUTION OF THE SOLANO SUBBASIN GROUNDWATER
SUSTAINABILITY AGENCY
ADOPTING PUBLIC AGENCY ROSTER**

WHEREAS, California Government Code Section 53051 requires a California public agency (as defined by California Government Code Section 53050) to file a statement of the following facts with the County Clerk and Secretary of the State:

1. The full, legal name of the public agency;
2. The official mailing address of the governing body of the public agency;
3. The name and residence or business address of each member of the governing body of the public agency;
4. The name, title, and residence or business address of the chairman, president, or other presiding officer, and clerk or secretary of the governing body of such public agency.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Board of Directors does hereby approve and adopt the Agency's Public Agency Roster attached hereto.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Agency on the 8th day of June, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

DATED: June 8th, 2017

**Chair, Board of Directors
Solano GSA**

ATTEST

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

**ACTION OF
SOLANO GROUNDWATER SUSTAINABILITY AGENCY**

DATE: June 8, 2017

SUBJECT: Time and Place of Regular Meetings

RECOMMENDATION:

1. Authorize Chairman to sign Resolution 2017-03 Time and Place of Regular Meetings.

FINANCIAL IMPACT:

None.

BACKGROUND:

California Water Code Section 34802 calls for a resolution to establish regular meetings of the Board of Directors. Staff recommend that the regular meetings of the Board of Directors of the Solano Subbasin Groundwater Sustainability Agency shall be held on the Second Thursday of each month, at 5:00 p.m.

Staff recommends that the regular meeting place of the Board of Directors shall be: Solano County Water Agency, 810 Vaca Valley Parkway, Suite 203, Vacaville, CA 95688.

If at any time a regular meeting falls on a holiday, such regular meeting shall be held the next business day at the regularly scheduled time and place or at such time and place designated by the Chairperson of the Board of Directors.

Recommended: _____
Roland Sanford, General Manager

Approved as
recommended

Other
(see below)

Continued
on next page

Modification to Recommendation and/or other actions:

I, Roland Sanford, 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 June 8, 2017 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford
Secretary to the
Solano Groundwater Sustainability Agency

RESOLUTION 2017-03

**A RESOLUTION OF THE SOLANO SUBBASIN
GROUNDWATER SUSTAINABILITY AGENCY
ADOPTING A TIME AND PLACE OF REGULAR MEETINGS**

WHEREAS, California Water Code Section 34802 calls for a resolution to establish regular meetings of the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The regular meetings of the Board of Directors of the Solano Subbasin Groundwater Sustainability Agency shall be held on the Second Thursday of each month, at 5:00 p.m.

2. The regular meeting place of the Board of Directors shall be:

Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

3. If at any time a regular meeting falls on a holiday, such regular meeting shall be held the next business day at the regularly scheduled time and place or at such time and place designated by the Chair of the Board of Directors.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Agency on the 8th day of June, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

DATED: June 8th, 2017

**Chair, Board of Directors
Solano GSA**

ATTEST

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

**ACTION OF
SOLANO GROUNDWATER SUSTAINABILITY AGENCY**

DATE: June 8, 2017

SUBJECT: Solano Groundwater Sustainability Agency Staffing

RECOMMENDATION:

- 1. Hear status report and provide direction to staff.

FINANCIAL IMPACT:

None.

BACKGROUND:

The Agency will initially have no employees. The Solano County Water Agency (SCWA), which is not a party to the Agency, 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 Technical Advisory Committee (Agenda Item No. 12). 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.

The SCWA General Manager will act as the Secretary to the Agency until such a time that the Agency decides to hire outside staff or if SCWA decides to no longer provide staff to assist the Agency.

SCWA’s role is to support the collaborative interagency GSA process and does not presume to have any governance authority over the Agency nor any voting power.

Recommended: _____
Roland Sanford, General Manager

Approved as recommended Other (see below) Continued on next page

Modification to Recommendation and/or other actions:

I, Roland Sanford, 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 June 8, 2017 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford
Secretary to the
Solano Groundwater Sustainability Agency

**ACTION OF
SOLANO GROUNDWATER SUSTAINABILITY AGENCY**

DATE: June 8, 2017

SUBJECT: Ralph M. Brown Act

RECOMMENDATION:

- 1. Receive presentation on Ralph M Brown Act.

FINANCIAL IMPACT:

None.

BACKGROUND:

The Ralph M. Brown Act (Brown Act) (Government Code Section 54950), is an act of the California State Legislature that guarantees the public’s rights to attend and participate in meetings of local legislative bodies. The Solano Groundwater Sustainability Agency is a local legislative body and subject to this Act.

The Purpose and Intent of the Brown Act is to ensure the actions of public bodies are taken openly and deliberations are conducted openly and to facilitate public participation in all phases of local government decision-making and provide "meaningful public access"

Recommended: _____
Roland Sanford, General Manager

Approved as recommended Other (see below) Continued on next page

Modification to Recommendation and/or other actions:

I, Roland Sanford, 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 June 8, 2017 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford
Secretary to the
Solano Groundwater Sustainability Agency

Summary of Key Provisions of the Ralph M. Brown Act

Basic Rules for Public Meetings

- Meetings must be open to the public
- Meeting agendas must be available to the public in advance
 - Date, time, and location of meeting
 - General description of each item to be discussed
 - Posted in a public place at least 72 hours before a regular meeting (24 hours for a special meeting)
- Meeting materials must be available to the public
- Closed sessions are limited to specific purposes authorized by the Act
- No secret ballots allowed
- Rules are interpreted liberally in favor of public access

What is a Meeting?

The Brown Act applies to all "meetings" of the Board, meaning any congregation of a majority of the Members of the Board at the same time and place to hear, discuss, deliberate, or take action on any item within its subject matter jurisdiction. A majority of the GSA Board is 6 Members or more.

If the Board creates any standing subcommittees with continuing subject matter jurisdiction, these committees also would be subject to the Brown Act.

Outside a meeting compliant with the Brown Act, a majority of the Board of Directors must not use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the Board. The Board should avoid discussing issues on social media and use caution with email communications: a majority of the Board cannot email each other to discuss topics that are within the subject matter of the Board.

Staff may communicate with separate Directors to answer questions or provide information if Board Members comments are not shared with other Board Members.

What is not a Meeting? A majority of Board Members may attend:

- Conferences open to the public
- Community meetings
- Open meetings of another legislative body or agency
- Social or ceremonial events

But a majority of the Board Members may not discuss GSA matters among themselves at these events.

Contact with Public Outside Public Meetings

Contact with the Public is allowed under the Brown Act. Board members can:

- Communicate with a member of the public
- Receive background materials from an individual and review it before public meetings

However, if an individual contacts a majority of the Board, Board Members should not respond outside the public meeting.

Public Participation at Public Meetings

- The public has a right to attend Board meetings.
- Public meetings cannot require names or other information as a condition of attending a meeting
- Public may comment on any matter within the Board's subject matter jurisdiction, even if not on agenda
- Public may comment on any agenda items (including workshops and informational items) before action is taken on that item.
- Reasonable regulations, including time limits, may be adopted
- The Board must allow criticisms and complaints

Board Actions at Public Meetings

- Action by secret ballot is prohibited
- All actions taken by the Board and the vote must be disclosed at the time the action is taken
- No discussion of non-agenda items raised during public comment
 - Board Members may provide brief responses to statements/questions, but no discussion or action
 - Board Members may ask questions for clarification
 - Board Members may refer the matter to staff for follow-up or to report back
 - Board Members may direct a matter be placed on a future agenda

The public has a right to review agendas and other writings distributed to a majority of the Board Members.

Violations of Brown ActCivil Actions

- Any interested person may file a civil action
- The Board has an opportunity to “cure or correct” any actions allegedly taken in violation of the Act
- Board action may be void
- Costs & attorney fees may be awarded

Criminal Penalties

- Misdemeanor possible if Director attends a meeting in violation of the Brown Act, where violation occurs, with intent to deprive public of information to which the public is entitled

Summary

- All meetings must be open and public
- Discussions, actions, and deliberations must take place in open meetings
- All persons must be permitted to attend and participate in public meetings
- Judicial interpretation favors open and public meetings and exceptions are narrowly construed

**ACTION OF
SOLANO GROUNDWATER SUSTAINABILITY AGENCY**

DATE: June 8, 2017

SUBJECT: Technical Advisory Committee

RECOMMENDATION:

- 1. Authorize Chairman to establish a Technical Advisory Committee.

FINANCIAL IMPACT:

None.

BACKGROUND:

Staff recommend that a Technical Advisory Committee (TAC) to the Agency be formed to provide information and recommendations to the Board of Directors. The proposed membership would include a staff representative from each of the Agency Member entities. Potential TAC responsibilities include, but are not limited to: developing SGMA reports/plans/procedures/parameters for the Agency to consider; advising Board Members on SGMA action items; drafting specific recommended policies, guidance, requirements and regulations for Agency consideration; providing oversight and coordination of Special Management Areas; financial oversight; assisting with GSP development and implementation, etc.

Recommended: _____
Roland Sanford, General Manager

| | | |
|--|--|---|
| <input type="checkbox"/> Approved as recommended | <input type="checkbox"/> Other (see below) | <input type="checkbox"/> 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 June 8, 2017 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford
Secretary to the
Solano Groundwater Sustainability Agency

**ACTION OF
SOLANO GROUNDWATER SUSTAINABILITY AGENCY**

DATE: June 8, 2017

SUBJECT: Initial Budget, Cost Sharing and Fiscal Agent

RECOMMENDATION:

- 1. Hear status report and provide direction to staff.

FINANCIAL IMPACT:

Initial costs to formulate the Groundwater Sustainability Agency will be approximately \$6,000 for most participating Members.

BACKGROUND:

The Board shall approve an initial budget no later than one hundred eighty (180) days from their first meeting. 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.

The Agency shall initially be funded as follows:

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

The Cities of Dixon and Rio Vista, California Water Services, Dixon Resource Conservation District, Maine Prairie Water District, Reclamation District 2068, 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 first Board meeting.

Recommended: _____
Roland Sanford, General Manager

Approved as recommended Other (see below) Continued on next page

Modification to Recommendation and/or other actions:

I, Roland Sanford, 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 June 8, 2017 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford
Secretary to the
Solano Groundwater Sustainability Agency

Continued Funding

While the Initial Budget shall include the initial funding contributions described above, it is the intention 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.

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.

Fiscal Agent

SCWA will initially act as the Fiscal Agent for the Agency until such time as either the Agency or SCWA decide to terminate that role.

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.