

SOLANO SUBBASIN

GROUNDWATER SUSTAINABILITY AGENCY

BOARD OF DIRECTORS:

Chair:

Supervisor Skip Thomson
Solano County District 5

Vice Chair:

Vice-Mayor Ronald Kott
City of Rio Vista

Mayor Thom Bogue
City of Dixon

Director Jack Caldwell
California Water Services

Director Spencer Bei
Dixon Resource
Conservation District

Director Ryan Mahoney
Maine Prairie Water District

Director Dale Crossley
Reclamation District No. 2068

Supervisor John Vasquez
Solano County District 4

Director John Roteveel
Solano County Farm Bureau

Director Russ Lester
Solano County Agricultural
Advisory Committee

Director Joe Martinez
Solano Resource
Conservation District

SECRETARY/TREASURER:

Roland Sanford
Solano County Water Agency

BOARD OF DIRECTORS MEETING

DATE: Thursday, November 9, 2017

TIME: 5:30 P.M.

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

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **APPROVAL OF AGENDA**

4. **PUBLIC COMMENT**

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

5. **CONSENT ITEMS**

(A) Minutes: Approval of the Minutes of the Board of Directors meeting of August 10, 2017 is recommended.

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

RECOMMENDATION: For information only.

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

RECOMMENDATION: For information only.

8. **INITIAL BUDGET** (*estimated time: 10 minutes*)

RECOMMENDATION:

1. Receive staff report on proposed initial Agency budget and provide direction to staff for finalizing budget or alternatively approve proposed initial Agency budget.

9. **MEMORANDUM OF UNDERSTANDING FOR COOPERATIVE IMPLEMENTATION OF THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT IN THE SOLANO SUBBASIN** (estimated time: 10 minutes)

1. Receive staff report on Memorandum of Understanding for Cooperative Implementation of the Sustainable Groundwater Management Act in the Solano Subbasin.

2. Authorize Chairman to sign Memorandum of Understanding for Cooperative Implementation of the Sustainable Groundwater Management Act in the Solano Subbasin on behalf of Solano Groundwater Sustainability Agency.

10. **ASSOCIATION OF CALIFORNIA WATER AGENCIES MEMBERSHIP AND ASSOCIATION OF CALIFORNIA WATER AGENCIES-JOINT POWERS INSURANCE AUTHORITY LIABILITY INSURANCE** (estimated time: 5 minutes)

RECOMMENDATION:

1. Authorize staff to submit Agency member application for Association of California Water Agencies.

2. Authorize staff to submit Agency application to apply for liability insurance through Association of California Water Agencies –Joint Powers Insurance Authority.

11. **PROPOSITION 1 SEVERELY DISADVANTAGED COMMUNITIES GRANT-LETTER OF SUPPORT**

RECOMMENDATION:

1. Receive staff report on California Department of Water Resources, Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) Tier 1-Severely Disadvantaged Communities Grant Program.

2. Authorize Chairman to sign letter of support for The Freshwater Trust's efforts to apply for a grant under item number 1.

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

Thursday, January 11, 2018 at 5:30 p.m. at the SCWA offices.

The Full Board of Directors packet with background materials for each agenda item can be viewed on the Agency's website at

www.scwa2.com/resources-management/ground-water/solano-gsa-bod

SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

BOARD OF DIRECTORS MEETING MINUTES

MEETING DATE: AUGUST 10, 2017

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

Mayor Thom Bogue, City of Dixon
Mayor Norm Richardson, City of Rio Vista
Supervisor John Vasquez, Solano County District 4
Supervisor Skip Thomson, Solano County District 5
Director Mike Jones, California Water Services
Director Ryan Mahoney, Maine Prairie Water District
Director Dale Crossley, Reclamation District 2068
Director John Rotteveel, Solano County Farm Bureau
Director Russ Lester, Solano County Agricultural Advisory Committee

CALL TO ORDER

The meeting was called to order at 5:30 P.M. by Chair Thomson.

APPROVAL OF AGENDA

On a motion by Director Mahoney and a second by Director Crossley the Board unanimously approved the Agenda.

CONSENT ITEMS

On a motion by Mayor Richardson and a second by Supervisor Vasquez the Board unanimously approved the minutes from the June 8, 2017 Board meeting.

BOARD MEMBER REPORTS

There were no Board Member reports.

PUBLIC COMMENT

There were no public comments.

SECRETARY/TREASURER REPORT

The Secretary/Treasurer noted that pursuant to SGMA, the Solano Subbasin GSA is required to adopt a budget for the first year of operations, within 180 days of GSA formation. The Board directed staff to prepare a draft budget for Board consideration and possible adoption at the October 12 Board meeting.

**APPROVAL OF NON-SIGNATORY MEMBER
MEMORANDUM OF UNDERSTANDING**

On a motion by Mayor Bogue and a second by Supervisor Vasquez, the Board unanimously approved both the Farm Bureau and California Water Services amended MOA's.

CONFLICT OF INTEREST CODE

On a motion by Supervisor Vasquez and a second by Mayor Bogue the Board unanimously approved Resolution 2017-04 incorporating the Fair Political Practice Commission's regulation which contains the terms of a standard conflict of interest code.

CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES

On a motion by Supervisor Vasquez and a second by Director Lester, the Board unanimously approved Resolution 2017-05, adopting the California Environmental Quality Act guidelines.

PROPOSITION 1 GROUNDWATER SUSTAINABILITY PLAN GRANT

On a motion by Mayor Richardson and a second by Director Lester, the Board unanimously approved Resolution 2017-06, authorizing the application for grant funds pursuant to the Water Quality, Water Supply, and Infrastructure Act of 2014 (Proposition 1).

On a motion by Director Mahoney and a second by Director Rotteveel, the Board unanimously authorized staff to continue coordinating efforts among GSAs in the Solano Subbasin and for staff to draft a Memorandum of Understanding for the Board to consider, detailing collaborative efforts towards a single Groundwater Sustainability Plan for the subbasin.

On a motion by Director Mahoney and a second by Mayor Bogue, the Board unanimously authorized staff to prepare and release a Request for Proposals for a consulting firm to assist with the grant application described in item 1.

On a motion by Director Rotteveel and a second by Mayor Richardson, the Board unanimously

authorized staff to draft a letter, and for the Board Chair to sign, requesting funding from the Solano County Water Agency for groundwater management.

On a motion by Director Lester and a second by Director Jones, the Board unanimously authorized staff to submit a grant application on behalf of the Agency, pursuant to item number 1.

TIME AND PLACE OF NEXT MEETING

Thursday, October 12, 2017 at 5:30 p.m. at the SCWA offices.

ADJOURNMENT

This meeting of the Solano Subbasin Groundwater Sustainability Agency Board of Directors was adjourned at 6:05 p.m.

Roland Sanford
Secretary to the Solano Subbasin
Groundwater Sustainability Agency

SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

MEMORANDUM

TO: Board of Directors

FROM: Roland Sanford, Secretary/Treasurer

DATE: November 9, 2017

SUBJECT: November 2017 Secretary/Treasurer Report

Solano Subbasin GSA Proposition 1 Grant Match Funding Request

On September 14, 2017 the Solano County Water Agency Board of Directors approved the Solano Subbasin GSA funding request of up to \$350,000 – to be used as a grant funding match in support of a joint Proposition 1 Groundwater Sustainability Plan development grant proposal to be submitted by the Solano Subbasin GSA, SID GSA, and Vacaville GSA. The SCWA funds are being made available subject to the following conditions; (1) a single proposal for preparation of one Groundwater Sustainability Plan is jointly prepared by at least the three largest GSA's in the Solano Subbasin; Vacaville GSA, SID GSA, and (2) the proposal is successful and grant funds are awarded.

Emergency Proclamations for Counties Affected by Multiple Fires

On October 9, Governor Brown issued emergency proclamations for the Butte, Lake, Nevada, Mendocino, Napa, Nevada, Orange, Sonoma, and Yuba Counties, and October 10, for Solano County, due to the effects of multiple fires. In light of those emergency proclamations, DWR extended the deadline for the Proposition 1 GSP Grant Application to December 1 for those counties affected by the fires.

GSA Authorities Summary

At the August 10, 2017 Solano Subbasin GSA meeting several Board members requested the following summary of authorities conferred to Groundwater Sustainability Agencies by the Sustainable Groundwater Management Act (California Water Code §10726.6):

1. INVESTIGATIONS: May conduct investigations, including surface and groundwater, and may inspect property and facilities with consent or inspection warrant (10725.4).
2. REGISTRATION: May require registration of a groundwater extraction facility within the management area of the groundwater sustainability agency (10725.6).
3. MEASUREMENT: After adoption of a Groundwater Sustainability Plan, may require that groundwater extraction be measured by a water-measuring device as the cost of the owner (10725.8).
4. SPACING REQUIREMENTS: May impose spacing requirements on new groundwater well construction to minimize interference (10726.4(a)(1)).
5. OPERATIONAL REGULATIONS: May impose reasonable operating regulations on existing groundwater wells to minimize interference, including requiring extractors to operate on a rotation basis (10726.4(a)(1)).
6. RESTRICT EXTRACTION: To control groundwater extractions by regulating, limiting, or suspending:
 - extractions from individual groundwater wells or extractions from groundwater wells in the aggregate;
 - construction of new groundwater wells;
 - enlargement of existing groundwater wells;
 - reactivation of abandoned groundwater wells;
 - otherwise establishing groundwater extraction allocations.

Those actions shall be consistent with the applicable elements of any City or the County's General Plan, unless there is insufficient sustainable yield in the basin to serve a land use designated in a City of County General Plan. A limitation on extractions by a groundwater sustainability agency shall not be construed to be a final determination of rights to extract groundwater from the basin or any portion of the basin (10726.4).

7. NOT AUTHORIZED TO: Issue permits for the construction, modification, or abandonment of groundwater wells, except as authorized by the County, who has authority to issue such permits. A groundwater sustainability agency may request of the County, and the County could consider, that the County forward permit requests for the construction of new groundwater wells, the enlarging of existing groundwater wells, and the reactivation of abandoned groundwater wells to the groundwater sustainability agency before permit approval (10726.4(b)).

Recommendation: Define Roles and Authorities of Administrative Staff

The ongoing preparation of a joint Solano Subbasin GSA/SID GSA/Vacaville GSA Proposition 1 Grant proposal has highlighted the need to define the roles and authorities of the Solano Subbasin staff. Among the issues to consider: how and who should represent the Solano Subbasin GSA in joint meetings with the staff counterparts of the SID GSA and Vacaville GSA.

**ACTION OF
SOLANO GROUNDWATER SUSTAINABILITY AGENCY**

DATE: November 9, 2017

SUBJECT: Solano Groundwater Sustainability Agency Initial Budget

RECOMMENDATION:

1. Hear report from staff on Agency initial budget and provide staff direction for changes to finalize initial budget or consider adoption of Agency's initial budget.

FINANCIAL IMPACT:

None.

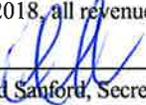
BACKGROUND:

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. All other Members will contribute six thousand dollars (\$6,000.00), due within ninety (90) days following the first Board meeting. This is reflected in the attached budget sheet.

The Agency may also seek funding from other alternative sources, including but not limited to state and federal grants or loans. As approved at the August Board meeting, the Agency is submitting an application for a state grant to develop a Groundwater Sustainability Plan (GSP) for the Solano Subbasin. Staff are recommending that for Fiscal Year 2017-2018, all revenue be utilized towards securing that grant.

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 9, 2017 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford
Secretary to the
Solano Groundwater Sustainability Agency

The budget details the estimated revenue for the fiscal year, through Member contributions. The budget also details estimated expenses for the fiscal year, which will primarily be put towards the above mentioned grant. Additional expenses include membership with the Association of California Water Agencies (ACWA) and liability insurance with ACWA-Joint Powers Insurance Authority.

The budget will be revised if the Agency is awarded a grant towards developing a Groundwater Sustainability Plan under Proposition 1.

Solano Subbasin GSA	
FY 2017-2018 Budget	
Estimated Revenue	Member Contribution
Cal Water Service	\$6,000
City of Dixon	\$6,000
City of Rio Vista	\$6,000
Dixon Resource Conservation District	\$6,000
Maine Prairie Water District	\$6,000
Reclamation District 2068	\$6,000
Solano County	\$18,000
Solano County Farm Bureau	\$6,000
Solano Resource Conservation District	\$6,000
Total Revenue	\$66,000
Estimated Expense	Member Contribution
Grant Preperation Subcontracts Prop 1 GSP Grant	\$30,500*
ACWA Membership	\$250
Insurance	\$2,500
Total Expenses	\$33,250
Estimated Balance	\$32,750

*SID GSA and Vacaville GSA will each contribute 1/5 of consultant costs.

**ACTION OF
SOLANO GROUNDWATER SUSTAINABILITY AGENCY**

DATE: November 9, 2017

SUBJECT: Memorandum of Understanding for Cooperative Implementation of the Sustainable Groundwater Management Act in the Solano Subbasin

RECOMMENDATION:

1. Receive staff report on Memorandum of Understanding for Cooperative Implementation of the Sustainable Groundwater Management Act in the Solano Subbasin.
2. Authorize Chairman to sign Memorandum of Understanding for Cooperative Implementation of the Sustainable Groundwater Management Act in the Solano Subbasin to be included in Proposition 1 GSP Grant application.

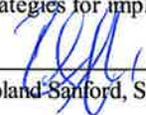
FINANCIAL IMPACT:

None.

BACKGROUND:

The purpose of the Memorandum of Understanding for Cooperative Implementation of the Sustainable Groundwater Management Act in the Solano Subbasin (MOU) is to potentially have all of the Groundwater Sustainability Agencies (GSAs) in the subbasin collaborate on a single Groundwater Sustainability Plan (GSP) for the entire Solano Subbasin in order to comply with the Sustainable Groundwater Management Act (SGMA).

The MOU will be entered into by the Solano Subbasin GSA, Solano Irrigation District GSA, Sacramento County GSA, City of Vacaville GSA, and the various Reclamation District GSAs (whom are developing a Joint Powers Agreement to form the North Delta GSA) (Parties) to: (a) facilitate a cooperative and ongoing working relationship that will allow them to explore, study, evaluate and develop and implement mutually beneficial approaches and strategies for implementing SGMA in the Basin, (b) allow the Parties to work together to

Recommended: 
Roland Sanford, Secretary

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

I, Roland Sanford, Secretary to the Solano Groundwater Sustainability Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on November 9, 2017 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford
Secretary to the
Solano Groundwater Sustainability Agency

develop one or more GSPs to cover all portions of the Basin within Solano County prior to the deadline set under SGMA and (c) to apply for and administer grant funds.

While each of the Parties reserve the right to adopt and implement its own GSP within its boundaries, the Parties shall regularly confer on the potential for development of one GSP for the Basin, or the coordination of multiple GPS for the Basin.

The MOU further stipulates that the Solano Subbasin GSA will take the lead on applying for grants to develop the GSP and will act as the point of contact for all GSPs regarding interactions with funding agencies.

Although this MOU is not required to move forward with complying with SGMA, staff recommend signing on to the MOU to establish this cooperative effort of a single GSP amongst the various GSAs in the Solano Subbasin. The MOU would strengthen the Prop 1 Grant Application to develop the GSP. The MOU has been reviewed by the Solano Subbasin GSA Technical Advisory Committee and their comments and suggestions have been incorporated into the final MOU.

The Solano Irrigation District GSA approved the MOU at their September 19th Board meeting. The Vacaville GSA approved the MOU at their Council meeting on October 10th. The Sacramento County GSA approved the MOU at their October 17th Supervisors meeting. The Reclamation District GSAs have indicated that they will sign the MOU after they have formed the North Delta GSA.

Staff have been alerted to Board Member concerns on the decision making process in the MOU (Section 6). The intent was that all policy decisions would be decided by elected GSA governing boards. However, the language in the MOU did not explicitly state that. Additional language has been added to clarify that section in the MOU and is included in the Board packet as an amendment to the MOU.

Due to the timing of other GSA Board meetings, staff recommend signing the MOU as is so that it can be included in the Proposition 1 GSP Grant application with the intent of signing an amendment to the MOU at the next GSA Board meeting. The other GSA's in the subbasin have indicated they would approve the added language in the amendment and sign it at their next meeting. The only substantive decision to be made through this MOU at this time is to decide on a single GSP for the subbasin and submit a grant application to the Department of Water Resources.

**MEMORANDUM OF UNDERSTANDING
FOR COOPERATIVE IMPLEMENTATION OF THE SUSTAINABLE
GROUNDWATER MANAGEMENT ACT IN THE SOLANO SUBBASIN**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") between the SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY ("**Solano GSA**"), the CITY OF VACAVILLE GROUNDWATER SUSTAINABILITY AGENCY ("**Vacaville GSA**"), SOLANO IRRIGATION DISTRICT GROUNDWATER SUSTAINABILITY AGENCY ("**SID GSA**"), the NORTHERN DELTA GROUNDWATER SUSTAINABILITY AGENCY ("**ND GSA**"), SACRAMENTO COUNTY GROUNDWATER SUSTAINABILITY AGENCY ("**SAC GSA**"), RECLAMAION DISTRICT 501 ("**501 GSA**"), and RECLAMATION DISTRICT 999 GROUNDWATER SUSTAINABILITY AGENCY ("**999 GSA**"), each of which is referred to as a "**Party**" and collectively "**Parties**," is made and effective as of the last date on which all of the Parties listed below have executed this MOU.

1. RECITALS

- a. In September 2014, the Governor signed three bills (SB 1168, SB 1319, and AB 1739) into law creating the Groundwater Management Act of 2014 (the "**Act**").
- b. The Act requires the formation of one or more Groundwater Sustainability Agencies ("**GSA**") that will be responsible for implementing provisions of the Act as to each groundwater basin and groundwater subbasin falling within the provisions of the Act.
- c. The Parties overlie the Solano Subbasin, identified in the Department of Water Resources' (DWR) Bulletin 118 as Groundwater Basin Number 5-21-66 ("**Basin**"), portions of which underlie the jurisdictional boundaries of each Party.
- d. The Parties can each exercise powers related to groundwater management and/or land use within their jurisdictional boundaries and qualify individually to serve as a GSA under the provisions of the Act;
- e. Under the Act, each Party that has determined to be a GSA and has notified DWR of its intention to become a GSA will be responsible for assuming its regulatory role by June 30, 2017.
- f. Each Party that is a GSA has authority to prepare, adopt and implement a Groundwater Sustainability Plan ("**GSP**"); and the Parties wish to work cooperatively to determine if such action can be jointly accomplished in a mutually beneficial manner.
- g. Those Parties that are GSAs have elected to work collaboratively in order to determine their respective roles and the manner in which they will implement the Act and adopt a proposed single GSP for the Basin.

h. The Parties wish to provide a framework for cooperative efforts relative to implementation of the Act in the Basin, to help ensure that the Act is implemented in the Basin effectively, efficiently, fairly, and at the lowest reasonable cost.

The Parties wish to coordinate to secure and administer grant funds through any available source.

THEREFORE, IT IS AGREED AMONG THE PARTIES:

2. **PURPOSE.** This MOU is entered into by and among the Parties to: (a) facilitate a cooperative and ongoing working relationship that will allow them to explore, study, evaluate and (to the extent the Parties agree) develop and implement mutually beneficial approaches and strategies for implementing the Act in the Basin, (b) allow the Parties to work together to develop one or more GSPs to cover all portions of the Basin within Solano County prior to the deadline set under SGMA and (c) to apply for and administer grant funds.

3. **ADOPTION OF GSP.** The Parties intend that this MOU guide their joint activities while they are exploring, studying, evaluating, and developing GSPs. While each of the Parties reserve the right to adopt and implement its own GSP within its boundaries, the Parties shall regularly confer on the potential for development of one GSP for the Basin, or the coordination of multiple GSPs for the Basin.

4. **SOLANO COUNTY WATER AGENCY.** The Solano County Water Agency (SCWA) shall assume the role of facilitator for the Solano Subbasin. This facilitation shall include;

- a. Coordination of regular or as-needed meetings, including meetings of the GSA Coordination Committee, which will entail setting meeting agendas, facilitating the meeting, and keeping records of the meetings as appropriate.
- b. Coordination of GSP submissions to ensure that GSPs satisfy the requirements of SGMA, which will include assembly and submittal of the final coordinated GSP packages to DWR.
- c. Coordination of grant funding opportunities and administering funding made available through successful grant applications.

5. **GSA COORDINATION COMMITTEE.** Each Party shall designate an appointee for the GSA Coordination Committee to act as a principal contact person for that Party, who may be changed from time to time, to participate on such Party's behalf in activities undertaken pursuant to this MOU. Parties may designate consultants or alternates to participate in the GSA Coordination Committee. Staff or consultants representing members of each GSA that is a Party to this MOU may also attend GSA Coordination Committee meetings.

DECISION MAKING PROCESS. To promote cooperation, it is the goal of the Parties that all actions undertaken under this MOU are done by unanimous consent of the members of the GSA Coordination Committee. The Parties shall use their best efforts to find a mutually agreeable result; however, in the event of an impasse or disagreement the decision will be made by a majority vote of the members of the GSA Coordination Committee.

6. **FUNDING.** Each Party shall bear all costs it incurs with respect to its activities under this MOU, including, without limitation, costs relative to adoption of the proposed GSP in which they wish to participate.

7. **GRANT FUNDING.** The Parties shall coordinate to secure and administer grant funding through any available source, including the Sustainable Groundwater Planning Grant Program administered by DWR.

- a. The Parties agree to prepare a joint application for funding from the DWR Sustainable Groundwater Planning Grant Program at the earliest opportunity.
- b. The Parties agree to prepare a joint application for any other funding source where appropriate and in the spirit of furthering sustainable management of groundwater resources in the Basin.
- c. If a GSA's management area is administratively removed from the Basin, or is re-designated as a low-priority basin, said GSA shall not receive any compensation from the Parties for in-kind services or contributed funding towards preparation of a GSP.

8. **ONGOING COOPERATION.** The Parties acknowledge that activities under this MOU will require frequent interaction between them in order to explore opportunities and resolve issues that arise. The Parties agree to cooperate and coordinate on issues relating to the determination of the boundaries of the respective GSAs, in order to ensure that all parcels of land in the Solano Subbasin are included in a GSA, are not included in more than one GSA, and that any parcels annexing to a city are properly detached from a GSA in the unincorporated area and added to the city only GSA. The Parties shall work cooperatively and in good faith. The goal of the Parties shall be to preserve flexibility with respect to the adoption of a GSP to maximize the mutual benefits to the Parties. Notwithstanding the foregoing, nothing in this MOU shall be interpreted to require the Parties to jointly implement a GSP, and each Party reserves the unrestricted authority and right to determine whether it wishes to adopt its own GSP or adopt a GSP with one or more of the other Parties.

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

10. **NOTICES.** Any formal notice or other formal communication given under the terms of this MOU shall be in writing and shall be given personally, by electronic mail, or by certified mail, postage prepaid and return receipt requested, at the addresses or facsimile numbers beneath the recipient's signature line on this MOU. The date of receipt of the notice shall be the date of

actual personal service, or confirmed email transmission, or three days after the postmark on certified mail.

11. MISCELLANEOUS.

a. Entire Agreement. This MOU incorporates the entire and exclusive agreement of the Parties with respect to the matters described herein and supersedes all prior negotiations and agreements (written, oral, or otherwise) related thereto.

b. Termination. This MOU shall remain in effect for twenty-four (24) months from the effective date, unless terminated by the mutual written consent of the Parties, or upon thirty (30) days' written notice of termination delivered by one Party to the others that is not withdrawn prior to the specified termination date; provided, that upon termination by one Party, the remaining Parties may by mutual written agreement continue this MOU in effect as between the nonterminating Parties. No Party shall be liable to any other if it elects to terminate this MOU.

It is the intent of the Parties to develop a new agreement, or amend/extend the current agreement prior to the termination of this MOU as development of the GSP components, including, but not limited to, potential Special Management Areas, will better define roles and responsibilities of the GSAs participating in the GSP.

c. Severability. Should any provision of this MOU be determined by a court of competent jurisdiction to be void, in excess of a Party's authority, or otherwise unenforceable, the validity of the remaining provisions of this MOU shall not be affected thereby.

d. Amending the MOU. This MOU may only be amended by a subsequent writing, approved and signed by all Parties.

e. Hold Harmless. No Party, nor any officer or employee of a Party, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party under or in connection with this MOU.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first above written.

[Signatures and Addresses for Notice on the Following Pages]

Supervisor Skip Thomson
Chair, Solano Subbasin GSA

**MEMORANDUM OF UNDERSTANDING
FOR COOPERATIVE IMPLEMENTATION OF THE SUSTAINABLE
GROUNDWATER MANAGEMENT ACT IN THE SOLANO SUBBASIN**

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**") between the SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY ("**Solano GSA**"), the CITY OF VACAVILLE GROUNDWATER SUSTAINABILITY AGENCY ("**Vacaville GSA**"), SOLANO IRRIGATION DISTRICT GROUNDWATER SUSTAINABILITY AGENCY ("**SID GSA**"), the NORTHERN DELTA GROUNDWATER SUSTAINABILITY AGENCY ("**ND GSA**"), SACRAMENTO COUNTY GROUNDWATER SUSTAINABILITY AGENCY ("**SAC GSA**"), RECLAMAION DISTRICT 501 ("**501 GSA**"), and RECLAMATION DISTRICT 999 GROUNDWATER SUSTAINABILITY AGENCY ("**999 GSA**"), each of which is referred to as a "**Party**" and collectively "**Parties**," is made and effective as of the last date on which all of the Parties listed below have executed this MOU.

1. RECITALS

- a. In September 2014, the Governor signed three bills (SB 1168, SB 1319, and AB 1739) into law creating the Groundwater Management Act of 2014 (the "**Act**").
- b. The Act requires the formation of one or more Groundwater Sustainability Agencies ("**GSA**") that will be responsible for implementing provisions of the Act as to each groundwater basin and groundwater subbasin falling within the provisions of the Act.
- c. The Parties overlie the Solano Subbasin, identified in the Department of Water Resources' (DWR) Bulletin 118 as Groundwater Basin Number 5-21-66 ("**Basin**"), portions of which underlie the jurisdictional boundaries of each Party.
- d. The Parties can each exercise powers related to groundwater management and/or land use within their jurisdictional boundaries and qualify individually to serve as a GSA under the provisions of the Act;
- e. Under the Act, each Party that has determined to be a GSA and has notified DWR of its intention to become a GSA will be responsible for assuming its regulatory role by June 30, 2017.
- f. Each Party that is a GSA has authority to prepare, adopt and implement a Groundwater Sustainability Plan ("**GSP**"); and the Parties wish to work cooperatively to determine if such action can be jointly accomplished in a mutually beneficial manner.
- g. Those Parties that are GSAs have elected to work collaboratively in order to determine their respective roles and the manner in which they will implement the Act and adopt a proposed single GSP for the Basin.

h. The Parties wish to provide a framework for cooperative efforts relative to implementation of the Act in the Basin, to help ensure that the Act is implemented in the Basin effectively, efficiently, fairly, and at the lowest reasonable cost.

The Parties wish to coordinate to secure and administer grant funds through any available source.

THEREFORE, IT IS AGREED AMONG THE PARTIES:

2. **PURPOSE.** This MOU is entered into by and among the Parties to: (a) facilitate a cooperative and ongoing working relationship that will allow them to explore, study, evaluate and (to the extent the Parties agree) develop and implement mutually beneficial approaches and strategies for implementing the Act in the Basin, (b) allow the Parties to work together to develop one or more GSPs to cover all portions of the Basin within Solano County prior to the deadline set under SGMA and (c) to apply for and administer grant funds.

3. **ADOPTION OF GSP.** The Parties intend that this MOU guide their joint activities while they are exploring, studying, evaluating, and developing GSPs. While each of the Parties reserve the right to adopt and implement its own GSP within its boundaries, the Parties shall regularly confer on the potential for development of one GSP for the Basin, or the coordination of multiple GSPs for the Basin.

4. **SOLANO COUNTY WATER AGENCY.** The Solano County Water Agency (SCWA) shall assume the role of facilitator for the Solano Subbasin. This facilitation shall include;

- a. Coordination of regular or as-needed meetings, including meetings of the GSA Coordination Committee, which will entail setting meeting agendas, facilitating the meeting, and keeping records of the meetings as appropriate.
- b. Coordination of GSP submissions to ensure that GSPs satisfy the requirements of SGMA, which will include assembly and submittal of the final coordinated GSP packages to DWR.
- c. Coordination of grant funding opportunities and administering funding made available through successful grant applications.

5. **GSA COORDINATION COMMITTEE.** Each Party shall designate an appointee for the GSA Coordination Committee to act as a principal contact person for that Party, who may be changed from time to time, to participate on such Party's behalf in activities undertaken pursuant to this MOU. Parties may designate consultants or alternates to participate in the GSA Coordination Committee. Staff or consultants representing members of each GSA that is a Party to this MOU may also attend GSA Coordination Committee meetings.

6. **DECISION MAKING PROCESS.** To promote cooperation, it is the goal of the Parties that all actions undertaken under this MOU are done by unanimous consent of the members of the GSA Coordination Committee. The Parties shall use their best efforts to find a mutually agreeable result; however, in the event of an impasse or disagreement the decision will be made by a majority vote of the members of the GSA Coordination Committee. Decisions from the GSA Coordination Committee would be forwarded as recommendations to the various GSA Governing Board's for

final decision making. If there is an impasse at any of the GSA Boards, the process will be to send back the recommendation to the GSA Coordination Committee for further refinement.

It is the intent of the Parties that the only major decisions to be made at this point are to develop a single GSP for the subbasin and to submit a grant application to help fund those efforts.

As described in Section 12.b below, an amendment to this MOU or another legal instrument will be utilized to describe the roles, responsibilities, funding, and detailed elements of the Groundwater Sustainability Plan and how those decisions will be made and codified if a single GSP is developed for the subbasin.

7. **FUNDING.** Each Party shall bear all costs it incurs with respect to its activities under this MOU, including, without limitation, costs relative to adoption of the proposed GSP in which they wish to participate.

8. **GRANT FUNDING.** The Parties shall coordinate to secure and administer grant funding through any available source, including the Sustainable Groundwater Planning Grant Program administered by DWR.

- a. The Parties agree to prepare a joint application for funding from the DWR agreSustainable Groundwater Planning Grant Program at the earliest opportunity.
- b. The Parties agree to prepare a joint application for any other funding source where appropriate and in the spirit of furthering sustainable management of groundwater resources in the Basin.
- c. If a GSA's management area is administratively removed from the Basin, or is re-designated as a low-priority basin, said GSA shall not receive any compensation from the Parties for in-kind services or contributed funding towards preparation of a GSP.

9. **ONGOING COOPERATION.** The Parties acknowledge that activities under this MOU will require frequent interaction between them in order to explore opportunities and resolve issues that arise. The Parties agree to cooperate and coordinate on issues relating to the determination of the boundaries of the respective GSAs, in order to ensure that all parcels of land in the Solano Subbasin are included in a GSA, are not included in more than one GSA, and that any parcels annexing to a city are properly detached from a GSA in the unincorporated area and added to the city only GSA. The Parties shall work cooperatively and in good faith. The goal of the Parties shall be to preserve flexibility with respect to the adoption of a GSP to maximize the mutual benefits to the Parties. Notwithstanding the foregoing, nothing in this MOU shall be interpreted to require the Parties to jointly implement a GSP, and each Party reserves the unrestricted authority and right to determine whether it wishes to adopt its own GSP or adopt a GSP with one or more of the other Parties.

10. **CONFIDENTIALITY.** The Parties acknowledge that, in connection with their mutual activities under this MOU, each of them may share sensitive and/or confidential information with the other Parties. To the fullest extent permitted by law, each of the Parties shall maintain any information, documents, or materials shared by the other Parties or mutually developed pursuant

to this MOU in confidence and shall not voluntarily provide or reveal such information, documents or materials to any third party. If any Party receives a request or order from a third party that the receiving Party believes requires it to disclose any such information, documents or materials, the receiving Party shall (i) immediately notify the other Parties and provide them with a copy of such request or order, and (ii) notify the other Parties of any disclosure of such information, documents, or materials

11. **NOTICES.** Any formal notice or other formal communication given under the terms of this MOU shall be in writing and shall be given personally, by electronic mail, or by certified mail, postage prepaid and return receipt requested, at the addresses or facsimile numbers beneath the recipient's signature line on this MOU. The date of receipt of the notice shall be the date of actual personal service, or confirmed email transmission, or three days after the postmark on certified mail.

12. MISCELLANEOUS.

a. Entire Agreement. This MOU incorporates the entire and exclusive agreement of the Parties with respect to the matters described herein and supersedes all prior negotiations and agreements (written, oral, or otherwise) related thereto.

b. Termination. This MOU shall remain in effect for twenty-four (24) months from the effective date, unless terminated by the mutual written consent of the Parties, or upon thirty (30) days' written notice of termination delivered by one Party to the others that is not withdrawn prior to the specified termination date; provided, that upon termination by one Party, the remaining Parties may by mutual written agreement continue this MOU in effect as between the nonterminating Parties. No Party shall be liable to any other if it elects to terminate this MOU.

It is the intent of the Parties to develop a new agreement, or amend/extend the current agreement prior to the termination of this MOU as development of the GSP components, including, but not limited to, potential Special Management Areas, will better define roles and responsibilities of the GSAs participating in the GSP.

c. Severability. Should any provision of this MOU be determined by a court of competent jurisdiction to be void, in excess of a Party's authority, or otherwise unenforceable, the validity of the remaining provisions of this MOU shall not be affected thereby.

d. Amending the MOU. This MOU may only be amended by a subsequent writing, approved and signed by all Parties.

e. Hold Harmless. No Party, nor any officer or employee of a Party, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party under or in connection with this MOU.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first above written.

[Signatures and Addresses for Notice on the Following Pages]

Supervisor Skip Thomson
Chair, Solano Subbasin GSA

**ACTION OF
SOLANO GROUNDWATER SUSTAINABILITY AGENCY**

DATE: November 9, 2017

SUBJECT: Association of California Water Agencies Membership and Liability Insurance with Association of California Water Agencies Joint Powers Insurance Authority

RECOMMENDATION:

1. Authorize staff to submit Agency member application for Association of California Water Agencies.
2. Authorize staff to submit Agency application to apply for liability insurance through Association of California Water Agencies –Joint Powers Insurance Authority.

FINANCIAL IMPACT:

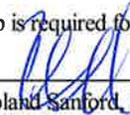
Membership dues for the Association of California Water Agencies through the 2017-2018 fiscal year will be approximately \$250. Liability insurance through the ACWA-JPIA will be approximately \$2,500 through the 2017-2018 fiscal year. There is adequate funding in the current budget for these expenses.

BACKGROUND:

The Association of California Water Agencies (ACWA) is the largest statewide coalition of public water agencies in the country. ACWA's mission is to help members promote the development, management and use of good quality water at the lowest practical cost and in an environmentally responsible manner. ACWA serves the water industry and the public by promoting local agencies as the most efficient means of providing water service; sharing reliable scientific and technical information; tracking and shaping state and federal water policy; advocating for sound legislation and regulation; and cooperation and consensus amongst all interest groups. Staff recommend joining ACWA for the above mentioned member benefits.

ACWA, through the Joint Powers Insurance Authority (JPIA) can provide liability insurance to its members. Liability insurance would protect the Agency against personal injury, errors and omissions, cyber liability, employment practices, and bodily injury and property damage type claims.

ACWA membership is required for utilization of ACWA-JPIA insurance.

Recommended:  _____
Roland Sanford, Secretary

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

I, Roland Sanford, Secretary to the Solano Groundwater Sustainability Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on November 9, 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: November 9, 2017

SUBJECT: Proposition 1 Severly Disadvantaged Communities Grant Letter of Support

RECOMMENDATION:

1. Receive staff report on California Department of Water Resources, Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) Tier 1-Severly Disadvantaged Communities Grant Program.
2. Authorize Chairman to sign letter of support for The Freshwater Trust's efforts to apply for a grant under item number 1.

FINANCIAL IMPACT:

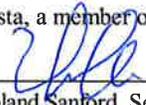
None.

BACKGROUND:

The California Department of Water Resources (DWR) is administering the Sustainable Groundwater Planning Grant Program (SGWP) using funds authorized by the "Water Quality, Supply, and Infrastructure Improvement Act of 2014" (Proposition 1). Approximately \$10 million is available statewide for "Category 1" projects – projects that predominately benefit Severly Disadvantaged Communities (SDAC's).

The Solano Subbasin Groundwater Sustainability Agency (GSA) in conjunction with the Vacaville and Solano Irrigation District GSAs is currently preparing a "Category 2" grant application for preparation of a Groundwater Sustainability Plan (GSP) that would encompass the entire Solano groundwater subbasin. Grant applications for Category 2 funds do not compete with grant applications seeking Category 1 funds – the two categories are separate funding sources.

The City of Rio Vista, a member of the Solano Subbasin GSA, has been designated by the State as a Severly

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 9, 2017 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford
Secretary to the
Solano Groundwater Sustainability Agency

Disadvantaged Community – which makes the Solano groundwater subbasin eligible for Category 1 and Category 2 funding. Unlike Category 2 grant applications, which require matching funds, no matching funds are required for Category 1 grant applications. However, due the timing of the grant applications and staff workload, staff are not considering submission of a Category 1 grant application.

The Freshwater Trust (FWT), a non-profit organization based in Portland, Oregon has been assisting several Reclamation Districts in the Sacramento and Solano County portions of the Solano groundwater subbasin with Sustainable Groundwater Management Act compliance and is willing to prepare and submit a Category 1 grant proposal on behalf of the Solano Subbasin Groundwater Sustainability Plan, for public outreach and related activities in and near the City of Rio Vista. Additional information about the FWT can be found at: www.thefreshwatertrust.org.

The Solano Subbasin GSA Technical Advisory Committee has reviewed the FWT's offer to prepare the Category 1 grant application and is recommending the Solano Subasin GSA Board of Directors authorize a letter of support of the said grant application.

SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

November 9, 2017

Erik Ringelberg
California Director
The Freshwater Trust
1717 I Street
Sacramento, CA 95814

RE: SDAC Engagement in Groundwater Sustainability Plan Development

Dear Mr. Ringelberg,

I am writing to express support for The Freshwater Trusts' (FWT) efforts to seek Proposition 1 funding to engage disadvantaged communities in the Solano Subbasin. This would be complimentary to the Solano Subbasin Groundwater Sustainability Agency's (GSA) effort towards development of its Groundwater Sustainability Plan (GSP).

The Solano Subbasin GSA is committed to reaching out to communities that we work with as early in the plan development process as possible, and to maintaining close communication throughout. Although stakeholder outreach will be a big component of our GSP, we believe this is an important and critical undertaking by the FWT as they have established working relationships and trust with local stakeholders.

The community concerns and priorities gleaned from the stakeholder engagement process will help to inform the development of technological tools that will be used by the Solano Subbasin GSA to implement its GSP. These tools would help communities visualize how land management choices influence water availability and quality, and would model various impacts of different approaches for meeting the Sustainable Groundwater Management Act (SGMA) requirements, also aiding in the integration of SGMA and other regulatory compliance programs. These outcomes would benefit all stakeholders, and hopefully reach those communities that are not always fully engaged in these large planning processes by ensuring that water management decisions will be made after considering the interests of all stakeholders.

Sincerely,

Supervisor Skip Thomson,
Chair, Solano Subbasin GSA