

SOLANO SUBBASIN

GROUNDWATER SUSTAINABILITY AGENCY

BOARD OF DIRECTORS:

Chair:

Supervisor Skip Thomson
Solano County District 5

Vice Chair:

Mayor Norm Richardson
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, August 10, 2017

TIME: 5:00 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 June 8, 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. **APPROVAL OF NON-SIGNATORY MEMBER
MEMORANDUM OF UNDERSTANDING**
(*estimated time: 5 minutes*)

RECOMMENDATION:

1. Authorize Chairman to sign amended Memoranda of Understanding with California Water Service.
2. Authorize Chairman to sign amended Memoranda of Understanding with Solano County Farm Bureau.

9. CONFLICT OF INTEREST CODE *(estimated time: 5 minutes)*

RECOMMENDATION:

1. Authorize Chairman to sign Resolution 2017-04-Conflict of Interest Code.

10. CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES
(estimated time: 5 minutes)

RECOMMENDATION:

1. Authorize Chairman to sign Resolution 2017-05-California Environmental Quality Act Guidelines.

11. PROPOSITION 1 GROUNDWATER SUSTAINABILITY PLAN GRANT
(estimated time: 20 minutes)

RECOMMENDATION:

1. Authorize Chairman to sign Resolution 2017-06-Approving the Application for Grant Funds from the California Department of Water Resources under the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1).
2. Authorize staff to continue coordination with all Groundwater Sustainability Agencies in the Solano Subbasin and draft a Memoranda of Understanding describing collaborative efforts on a single Groundwater Sustainability Plan for the Solano Subbasin.
3. Authorize staff to advertise a Request for Proposals for a consulting firm to complete a portion of the grant application described in recommendation item number 1.
4. Authorize staff to draft a letter for the Board of Directors to consider with regards to requesting funding for Groundwater Management from the Solano County Water Agency.
5. Authorize staff to submit a grant application on behalf of the Solano Subbasin pursuant to recommendation item number 1.

12. TIME AND PLACE OF NEXT MEETING

Thursday, October 12, 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 on the Agency's website at
www.scwa2.com/resources-management/ground-water/solano-gsa-bod

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

SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

BOARD OF DIRECTORS MEETING MINUTES

MEETING DATE: JUNE 8, 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 Jack Caldwell, California Water Services
Director Spencer Bei, Dixon Resource Conservation District
Director Dale Crossley, Reclamation District 2068
Director John Roteveel, Solano County Farm Bureau
Director Joe Martinez, Solano Resource Conservation District

CALL TO ORDER

The meeting was called to order at 4:00 P.M. by acting Chair Thomson.

ELECTION OF OFFICERS

Upon signature of the Joint Powers Agreement, the Solano Groundwater Sustainability Agency became a Public Agency. The Board of Directors shall annually elect a Chairperson, a Vice Chairperson, and a Secretary. All officers shall be chosen at the first meeting of the Board.

On a motion by Supervisor Vasquez and a second by Mayor Richardson the Board unanimously approved the recommended rotational basis for future officers.

On a motion by Supervisor Vasquez and a second by Mayor Bogue, Supervisor Thomson was nominated for the Chairman position and Mayor Richardson for the Vice Chairman position. The Board unanimously approved the nomination of said officers.

APPROVAL OF AGENDA

On a motion by Supervisor Vasquez and a second by Mayor Bogue the Board unanimously approved the Agenda.

PUBLIC COMMENT

There were no public comments.

ELECTION TO BECOME A GROUNDWATER SUSTAINABILITY AGENCY

There were two changes to the attachments for this item.

For resolution 2017-01, reference to the Ag Advisory Committee has been removed. As the Ag Advisory Committee is a committee the Solano County Board of Supervisors has set up and have approved the landowner representative, there is no need for the Ag Advisory Committee to be listed on the resolution.

Also, the draft letter of intent to DWR was an older version and erroneously listed Solano Irrigation District as part of the GSA, which has been corrected.

The Chairman opened the public hearing on the potential election to become a Groundwater Sustainability Agency. There were no comments or questions from the public. The Chairman closed the public hearing.

On a motion by Mayor Richardson and a second by Director Martinez the Board unanimously approved Resolution 2017-01, to elect to become a Groundwater Sustainability Agency.

On a motion by Supervisor Vasquez and a second by Mayor Richardson the Board unanimously approved the submission of the Notice of Intent Letter to become a Groundwater Sustainability Agency by staff to the Department of Water Resources.

SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY NON-SIGNATORY MEMBERS-MEMORANDA OF AGREEMENT

Through the Sustainable Groundwater Management Act stakeholder outreach process, which included multiple mail outs, updates to the SGMA website, seven public meetings, and an Agricultural Summit, there was an overwhelming desire to have adequate representation from the agricultural community on the GSA.

Mayor Richardson suggested that the Farm Bureau should make an initial contribution of \$6,000 within 90 days following the effective date of the agreement.

Director Roteveel stated that he could go back to the members of the Farm Bureau and discuss this change. It should not be a problem to come up with \$6,000 within 90 days. It will be addressed at the next Farm Bureau meeting.

On a motion by Mayor Richardson and a second by Supervisor Vasquez, with the changes to the Farm Bureau MOA, the Board unanimously approved both the Farm Bureau and Cal Water

Services MOA's. Staff will also fix language in the withdrawal terms of the MOA to make withdrawal terms the same for all Parties.

PUBLIC AGENCY ROSTER

California Government Code Section 53051 requires a California public agency to file a statement with the County Clerk and Secretary of the State regarding the Agency's roster.

On a motion by Supervisor Vasquez and a second by Mayor Bogue the Board unanimously approved Resolution 2017-02 approving the Public Agency Roster.

TIME AND PLACE OF REGULAR MEETINGS

California Water Code Section 34802 calls for a resolution to establish regular meetings of the Board of Directors. Initially the Agency might meet on a quarterly basis or as needed.

On a motion by Mayor Richardson and a second by Director Roteveel the Board unanimously approved Resolution 2017-03, the time and place of regular meetings of the Agency would occur on the second Thursday of each month at 5 pm at the Water Agency office.

SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY STAFFING

The Solano County Water Agency, 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 a Technical Advisory Committee.

RALPH M. BROWN ACT

The Ralph M. 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.

Staff gave a brief overview of the Brown Act.

TECHNICAL ADVISORY COMMITTEE

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 and Water Agency staff.

INITIAL BUDGET, COST SHARING, AND FISCAL AGENCY

Initial costs to formulate the Groundwater Sustainability Agency will be approximately \$6,000 for participating Members as each of your respective agencies has signed the JPA detailing initial costs.

It is thought that the Agency's development and implementation of a GSPs and compliance with SGMA shall be funded by assessments, charges, and fees imposed directly by the Agency in accordance with law. The Agency may also seek funding from other alternative sources, including but not limited to state and federal grants or loans. It will be up to the Agency Board of Directors if there will any continuation of fees for Members of the Agency.

The Board shall approve an initial budget within 180 days, thereafter the fiscal year for the Agency shall extend from July 1 to June 30 of each year.

TIME AND PLACE OF NEXT MEETING

Thursday, August 10, 2017 at 5:00 p.m. at the SCWA offices.

ADJOURNMENT

This meeting of the Solano Subbasin Groundwater Sustainability Agency Board of Directors was adjourned at 4:50 p.m.

Roland Sanford
Secretary & Treasurer to the Solano Subbasin
Groundwater Sustainability Agency

SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

MEMORANDUM

TO: Board of Directors

FROM: Roland Sanford, Secretary/Treasurer

DATE: August 10, 2017

SUBJECT: August 2017 Secretary/Treasurer Report

Solano Subbasin GSA Formation

The paperwork necessary to form the Solano Subbasin Groundwater Sustainability Agency was submitted to the Department of Water Resources (DWR) on June 18. DWR has 90 days to review our submittal for completeness and to confirm there is no geographic overlap with other Groundwater Sustainability Agencies (GSA's). The review period should end on or near September 17.

Staffing Agreement

A general staffing agreement between the Water Agency and the Solano Subbasin Groundwater Sustainability Agency will be discussed at the Water Agency's August 10th Board of Directors Meeting and likely presented to this Board at their October 12th meeting for consideration.

Subbasin Coordination

Staff continues to coordinate with other GSA's in the Solano Subbasin and have set up regular monthly meetings.

Technical Advisory Committee

A Technical Advisory Committee, consisting of staff from the entities comprising the Solano Subbasin Groundwater Sustainability Agency, has been formed and will be holding monthly meetings to assist the Solano Subbasin Groundwater Sustainability Agency Board with development of the Groundwater Sustainability Plan (GSP).

Initial Agency Budget

Pursuant to the Solano Subbasin Groundwater Sustainability Agency JPA, the Agency is required to approve its first fiscal year budget within 180 days of Agency formation. Staff is

seeking Board direction with regard to the first fiscal year budget and recommends the Board create a sub-committee to assist staff with the development of the first fiscal year budget

**ACTION OF
SOLANO GROUNDWATER SUSTAINABILITY AGENCY**

DATE: August 10, 2017

SUBJECT: Approval of Non-Signatory Member Memorandum of Understanding

RECOMMENDATION:

- 1. Authorize Chairman to sign amended Memoranda of Understanding with California Water Service.
- 2. Authorize Chairman to sign amended Memoranda of Understanding with Solano County Farm Bureau.

FINANCIAL IMPACT:

None.

BACKGROUND:

The Board of Directors approved the Memoranda of Understanding (MOA) with both the California Water Services and the Solano County Farm Bureau at their June 8, 2017 meeting with the two conditions. The first condition was that the language for severability in the MOAs would be changed to make severability equal for both Parties and the second condition was that the Solano Farm Bureau would contribute the same amount as other Members of the Agency. The California Water Services and the Solano Farm Bureau agreed to the changed conditions of the amended MOAs.

The amended MOA's are attached.

Recommended: _____
Roland Sanford, General Manager

<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 August 10, 2017 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford
Secretary to the
Solano Groundwater Sustainability Agency

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

THIS FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT (“**Amendment**”) is entered into and effective this ___ day of August, 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.* and the CALIFORNIA WATER SERVICE COMPANY (“**Cal Water**”) (hereafter referred to collectively as the “**Parties**” and individually as a “**Party**”), as an amendment to that Memorandum of Agreement dated June ___, 2017 between the Parties (“**MOA**”).

1. **TERMINATION AND WITHDRAWAL.** Section 13(b) of the MOA is hereby replaced in its entirety with the following:

Termination by Agency. The Agency may terminate this Agreement by delivering thirty (30) days’ prior written notice of termination to Cal Water in the event that (i) 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, or (ii) Cal Water ceases to do business within the boundaries of the GSA.

2. **MISCELLANEOUS.**

a. Continuing Validity. Except as expressly set forth in this Amendment, the MOA shall continue in full force and affect between the Parties.

b. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

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

[SIGNATURES CONTAINED ON FOLLOW PAGE]

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
(Cal Water)**

THIS MEMORANDUM OF AGREEMENT (“**MOA**” or “**Agreement**”) is entered into and effective this ___ day of June, 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: _____

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

THIS FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT (“**Amendment**”) is entered into and effective this ___ day of August, 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.* 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**” and individually as a “**Party**”), as an amendment to that Memorandum of Agreement dated June ___, 2017 between the Parties (“**MOA**”).

1. **TERMINATION AND WITHDRAWAL.** Section 11 of the MOA is hereby replaced in its entirety with the following:

11. **TERMINATION AND WITHDRAWAL.** Either Party may terminate this Agreement for any reason or no reason, effective upon thirty (30) days’ prior written notice to the other Party. Upon termination, Farm Bureau shall remain responsible for its share of expenses and obligations of the Agency incurred by 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 Farm Bureau upon 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 Farm Bureau, or other agreement of the Agency and Farm Bureau. The representative on the Agency Board of Directors appointed by Farm Bureau shall be deemed to have withdrawn from the Authority’s Board of Directors effective concurrent with termination of this Agreement.

2. **MISCELLANEOUS.**

a. Continuing Validity. Except as expressly set forth in this Amendment, the MOA shall continue in full force and affect between the Parties.

b. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

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

[SIGNATURES CONTAINED ON FOLLOW PAGE]

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: _____

**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 June, 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. 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 two (2) agricultural representatives, who shall be landowners within the Management Area that pump Groundwater for agricultural purposes, shall serve as Directors on the Board of Directors of the Agency and the GSA formed by the Agency, with one to be appointed by the Board of Directors of the GSA from candidates nominated by the Farm Bureau.

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

l. The Farm Bureau desires to nominate one representative to serve as a Director on the Board of Agency.

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

2. FARM BUREAU NOMINATION OF AGRICULTURAL REPRESENTATIVES 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 be appointed to serve as a Director on the Board of the Agency, and shall each 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 a Director to the Agency's Board of Directors, and its nomination of an alternate Director, 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 representative shall be full participants in the GSA that will be formed by the Agency pursuant to the terms, responsibilities, benefit 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. INITIAL FUNDING CONTRIBUTION. The Farm Bureau 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.

6. 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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **TERMINATION AND WITHDRAWAL.**

a. Termination by Agency. The Agency may terminate this Agreement as to one or more parties 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 Agency 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 as 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.

12. **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 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 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 the 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 the Farm Bureau 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: _____

FARM BUREAU:

SOLANO COUNTY FARM BUREAU,
a California non-profit organization

By: _____

Name: _____

Title: _____

**ACTION OF
SOLANO GROUNDWATER SUSTAINABILITY AGENCY**

DATE: August 10, 2017

SUBJECT: Conflict of Interest Code

RECOMMENDATION:

1. Authorize Chairman to sign Resolution 2017-04-Conflict of Interest Code.

FINANCIAL IMPACT:

None.

BACKGROUND:

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (Title 2, Cal. Code Regs. Sec. 18730), which contains the terms of a standard conflict of interest code, which can be incorporated by reference in the Agency's code.

All officials and designated employees shall file their statements with the Agency no later than April 1 of each year, which will make the Statements available for public inspection and reproduction (Gov. Code Section 81008). Since the Agency was formed after April 1, 2017, these forms will be filed once signed.

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 August 10, 2017 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford
Secretary to the
Solano Groundwater Sustainability Agency

RESOLUTION 2017-04

**A RESOLUTION OF THE
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY
ADOPTING A CONFLICT OF INTEREST CODE**

WHEREAS, the Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation (Title 2, Cal. Code Regs. Sec. 18730), which contains the terms of a standard conflict of interest code, which can be incorporated by reference in any agency's code.

NOW THEREFORE, be it resolved by the Board of Directors of the Solano Subbasin Groundwater Sustainability Agency as follows:

1. The terms of Title 2, California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference.

2. This regulation and the attached Exhibits designating officials and employees, and establishing disclosure categories, shall constitute the conflict of interest code for the SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY.

3. All officials and designated employees shall file their statements with the Agency no later than April 1 of each year, which will make the Statements available for public inspection and reproduction. (Gov. Code Section 81008.)

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Agency on the 10th day of August, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

DATED: August 10th, 2017

**Chair, Board of Directors
Solano GSA**

ATTEST

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

EXHIBIT A
DESIGNATED POSITIONS

The following designated positions shall be subject to disclosure requirements pursuant to the Solano Subbasin Groundwater Sustainability Agency conflict of interest code:

<u>Designated Positions</u>	<u>Assigned Disclosure Categories</u>
Board of Directors	1, 2, and 3
Secretary/Treasurer	1, 2, and 3
Legal Counsel	1, 2, and 3

**ACTION OF
SOLANO GROUNDWATER SUSTAINABILITY AGENCY**

DATE: August 10, 2017

SUBJECT: California Environmental Quality Act Guidelines

RECOMMENDATION:

- 1. Authorize Chairman to sign Resolution 2017-05-California Environmental Quality Act Guidelines.

FINANCIAL IMPACT:

None.

BACKGROUND:

California Public Resources Code Section 21082 requires that all public agencies adopt objectives, criteria, and procedures for the evaluation of projects and the preparation of Environmental Impact Reports and Negative Declarations. California Code of Regulations, Title 14, Section 15022(d) provides that public agencies may adopt the California Environmental Quality Act (“CEQA”) Guidelines through incorporation by reference.

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 August 10, 2017 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford
Secretary to the
Solano Groundwater Sustainability Agency

RESOLUTION 2017-05

**A RESOLUTION OF THE
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY
ADOPTING CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES**

WHEREAS, California Public Resources Code Section 21082 requires that all public agencies adopt objectives, criteria, and procedures for the evaluation of projects and the preparation of Environmental Impact Reports and Negative Declarations; and

WHEREAS, California Code of Regulations, Title 14, Section 15022(d) provides that public agencies may adopt the California Environmental Quality Act (“CEQA”) Guidelines through incorporation by reference; and

WHEREAS, after a public notice and hearing, the CEQA guidelines found in the California Code of Regulations may be amended by the Secretary for Resources through the office of the Planning and Research to conform to legislative amendments to CEQA.

NOW, THEREFORE, BE IT RESOLVED THAT the terms of the California Code of Regulations, Title 14, Section 15000 through 15387, also known as the CEQA Guidelines, and any amendments thereto duly adopted by the Secretary for Resources through the Office of Planning and Research are hereby incorporated into this Resolution by reference;

BE IT FURTHER RESOLVED THAT this Resolution shall constitute the CEQA objectives, criteria, and procedures for the evaluation of projects and the preparation of Environmental Impact Reports and Negative Declarations for the Solano Subbasin Groundwater Sustainability Agency.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Agency on the 10th day of August, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

DATED: August 10th, 2017

**Chair, Board of Directors
Solano GSA**

ATTEST

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

**ACTION OF
SOLANO GROUNDWATER SUSTAINABILITY AGENCY**

DATE: August 10, 2017

SUBJECT: Proposition 1 Sustainable Groundwater Planning Grant

RECOMMENDATION:

1. Authorize Chairman to sign Resolution 2017-06-Approving the Application for Grant Funds from the California Department of Water Resources under the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1).
2. Authorize staff to continue coordination with all Groundwater Sustainability Agencies in the Solano Subbasin and draft a Memoranda of Understanding describing collaborative efforts on a single Groundwater Sustainability Plan for the Solano Subbasin.
3. Authorize staff to advertise a Request for Proposals for a consulting firm to complete a portion of the grant application described in recommendation number 1.
4. Authorize Chairman to sign letter requesting funding for Groundwater Management from the Solano County Water Agency.
5. Authorize staff to submit a grant application on behalf of the Solano Subbasin pursuant to recommendation item number 1.

FINANCIAL IMPACT:

Staff anticipate the work required from consultants to complete the grant application to be approximately \$25,000, there is adequate funding in the budget to complete this work.

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). DWR will be awarding one grant per groundwater basin or subbasin. Maximum

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
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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 August 10, 2017 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford
Secretary to the
Solano Groundwater Sustainability Agency

awards are capped at \$1,000,000, with a 50% match requirement. There is approximately \$46 million available for approximately 127 medium and high priority basins throughout the state. Final grant guidelines are expected to come out this month, grant applications are due in October. There is a second funding phase, with grant applications due in January of 2018, however staff recommend applying during the first phase as this will be a highly competitive grant program. Resolutions from Groundwater Sustainability Agencies (GSAs) are a requirement of the grant application.

Pursuant to the Sustainable Groundwater Management Act (SGMA), one or more Groundwater Sustainability Plans (GSPs) must be developed for the Solano Subbasin by January 1, 2022; and collectively, these plans must encompass the entire subbasin. The purpose of these SGWP grants is for GSAs to develop GSPs.

Staff representatives of the various GSAs in the Solano Subbasin are exploring the possibility of developing a single GSP for the entire subbasin, which would be comprised of "special management areas" whose geographic boundaries may be based on the different groundwater hydrologic zones, the respective GSA geographic boundaries, or a combination of several factors. Staff are requesting authorization to coordinate and facilitate future staff level discussions, with the intent of developing a single GSP for the subbasin that would be adopted by each GSA. Staff will draft a Memoranda of Understanding between the GSAs to define the collaborative effort towards groundwater management in the subbasin.

Staff from the Agency as well as the other GSAs will provide in-kind support on the SGWP grant application. Additional assistance will be required for the "Work Plan" component of the grant application. Staff recommend that a Request for Proposals be advertised with the purpose of hiring a consulting firm to complete the "Work Plan", which would be the basis for the schedule, budget, and outline the individual components of the GSP. Staff recommend that the funding required for this work be split amongst the GSAs in the subbasin, however, due to the timing, agreement to what that split might be look like will probably take place after the grant application is due. Staff from the Solano Irrigation District and City of Vacaville GSA have indicated that they would make strong recommendations to their respective governing bodies to contribute direct funding towards this effort.

Agency and GSA staff have had preliminary discussions on the potential cost of a GSP for the subbasin. Cost estimates range considerably from \$1 to \$2 million as the level of models required to develop the GSP are largely unknown at this time. Because there is a 50% match requirement for the SGWP grant, staff are recommending a grant request of \$500,000, with a \$500,000 match, equaling a \$1,000,000 GSP effort. In-kind hours of staff can be counted towards match, from March 18, 2016 to present. Staff have requested preliminary match estimates from your respective staff. Best estimates indicate that there will be a shortfall of several hundred thousand dollars towards the match requirement. Staff will continue to research other funding possibilities to assist with development of the GSP.

Staff are recommending that to meet some of this match shortfall, the Board of Directors consider requesting funding assistance from the Solano County Water Agency (SCWA) for Groundwater Management in the Solano Subbasin. As SCWA's role on water management has expanded over the years, this request is consistent with Goal # 9 of the 2016-2025 SCWA Strategic Plan (*Implement SCWA's role in Sustainable Groundwater Management Act*); Objective "A" (*Participate in ongoing development of Solano Subbasin Groundwater Water Sustainability Agency*). Staff are recommending a funding request of up to \$350,000 from SCWA. Due to the timeline of the grant, staff are recommending that if the Board of Directors decide to ask for grant match assistance from SCWA, that the Board of Directors authorize the Chairman to sign a letter on their behalf making such a request. Staff would work with the Chairman to draft a funding request letter.

Staff recommend authorization to submit a SGWP grant application to DWR on behalf of the Agency as the exact timing of grant application submittals is not known at this time and may occur before the next Board meeting.

RESOLUTION 2017-06

**A RESOLUTION OF THE
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY
APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE CALIFORNIA
DEPARTMENT OF WATER RESOURCES UNDER THE WATER QUALITY, SUPPLY, AND
INFRASTRUCTURE IMPROVEMENT ACT OF 2014 (PROPOSITION 1)**

WHEREAS, the Legislature and Governor of the State of California have provided funds for the 2017 Sustainable Groundwater Planning Grant Program pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) (Water Code §79700 et. Seq.).

WHEREAS, that application be made to the California Department of Water Resources to obtain a grant under the above mentioned program to develop a Groundwater Sustainability Plan for the Solano Subbasin.

WHEREAS, the Agency Secretary/Treasurer is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement, amendments or payment requests with the California Department of Water Resources associated with this grant.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Agency on the 10th day of August, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

DATED: August 10th, 2017

**Chair, Board of Directors
Solano GSA**

ATTEST

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

SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

NOTICE

August 10, 2017

REQUEST FOR PROPOSALS FOR PROPOSITION 1 PROPOSAL SOLICITATION PACKAGE ASSISTANCE FOR GROUNDWATER SUSTAINABILITY PLANS AND PROJECTS

Total Project Estimate: \$25,000
Responses due September 1, 2017

I. Introduction and General Information

The Solano Subbasin Groundwater Sustainability Agency (Solano GSA) is seeking Requests for Proposals from highly qualified consultants to complete a portion of a proposal solicitation package (PSP) for the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) for the purposes of developing a Groundwater Sustainability Plan for the Solano Subbasin. Specifically, we are looking for a firm to complete the Work Plan, attachment 4 of the PSP.

The Guidelines for the PSP can be found at: <http://www.water.ca.gov/irwm/grants/prop1index.cfm>. The PSP is not a stand-alone document, additional information from the 2015 SGWP Grant Program Guidelines will be required to complete the PSP. Release of the Final PSP Guidelines is anticipated in August of 2017. The end of Phase I continuous filing for this PSP is anticipated to be October, 2017.

The Solano GSA is collaborating with the other Groundwater Sustainability Agencies (GSAs) in the Solano Subbasin and will act as the point of contact for this RFP and any subsequent agreements resulting from this process. Staff from the GSA's within the subbasin will complete the PSP, apart from the Work Plan, and anticipate submittal of the PSP to DWR during the Phase I continuous filing.

II. Selection Process

The Solano GSA will coordinate with the other GSAs in the Solano Subbasin to review RFPs submitted and develop a short list of consultants who will be invited to participate in an interview process. The firm with the highest combined score from the RFP and interview process will be selected to develop the PSP. A multi-disciplinary firm is a must; utilizing sub-consultants for distinct phases of the PSP is acceptable. A well thought out Work Plan will be required for this PSP. **No firm has been pre-selected to develop the Work Plan for the PSP**; we are looking forward to a competitive process to have a well-qualified list of proposals to choose from.

III. Evaluation Criteria

The following criteria listed below will be used to evaluate the qualifications of consultants:

A. The consultant shall demonstrate a strong working knowledge of the Sustainable Groundwater Management Act, the Proposition 1 PSP for Groundwater Sustainability Plans and Projects, and the SGWP Grant Program Guidelines.

B. The consultant shall demonstrate a proven track record of working with multiple local public agencies and diverse stakeholders.

C. The consultant shall demonstrate the ability to complete work products in a timely manner and within quoted budget.

IV. Additional Information Required

The following information must be submitted in the RFP:

A. State the location of the office from which the work will be done.

B. Identify the staff who will work on the project. Resumes including relevant experience should be included (the resumes may be included as an appendix).

C. Describe recent experiences similar to this request.

V. Time Considerations and Requirements

A. RFP submittal: September 1, 2017, 5:00 PM.

B. An electronic copy (Microsoft Word or Adobe PDF formats acceptable) can be mailed or sent to the email address below.

If RFP is larger than 10 MB, it can be uploaded to SCWA's FTP site. Please send an email request to clee@scwa2.com for log in information.

Send RFPs to: Chris Lee
Principal Water Resources Specialist
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

If you have any questions, please contact Chris Lee at (707) 451-6090 or by email at clee@scwa2.com.