

SOLANO SUBBASIN

GROUNDWATER SUSTAINABILITY AGENCY

BOARD OF DIRECTORS:

Chair:

Director Dale Crossley
Reclamation District No. 2068

Vice Chair:

Supervisor Mitch Mashburn
Solano County District 5

DIRECTORS:

Mayor Steve Bird
City of Dixon

Mayor Ron Kott
City of Rio Vista

Director Jack Caldwell
California Water Services

Director Spencer Bei
Dixon Resource
Conservation District

Director Ryan Mahoney
Maine Prairie Water District

Supervisor John Vasquez
Solano County District 4

Director Sean Favero
Solano County Farm Bureau

Director Russ Lester
Solano County Agricultural
Advisory Committee

Director Kurt Balasek
Solano Resource
Conservation District

SECRETARY/TREASURER:

Roland Sanford
Solano County Water Agency

BOARD OF DIRECTORS MEETING

DATE: Thursday, June 9, 2022

TIME: 5:00 P.M.

PLACE: SCWA BOD Room

Audience may attend via Zoom:

<https://us02web.zoom.us/j/85831717539?pwd=WWt0L28rMmRudWdRMepZYVRRblRhUT09>

Meeting ID: 858 3171 7539/Passcode: 018886

One tap mobile:+16699009128,,85831717539#,,,,*018886#

Dial by your location: +1 669 900 9128

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 May 12, 2022.

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. **SOLANO GROUNDWATER SUSTAINABILITY AGENCY BUDGET FOR FISCAL YEAR 2022-2023** (estimated time: 10 minutes)

RECOMMENDATION: Hear Staff report and consider adoption of the Solano Groundwater Sustainability Agency's Fiscal Year 2022-2023 budget.

9. **BUDGET IMPLEMENTATION ACTIONS** (estimated time: 10 minutes)

RECOMMENDATIONS:

- (A) Pre-Approval of Fiscal Year 2022-2023 Payments: Pre-approval of specified categories of bills for Fiscal Year 2022-2023.
- (B) Consultant Services Contracts: Authorize General Manager to execute agreements for the following consultant services for work through Fiscal Year 2022-2023:
 - 1. Ag Innovations, GSP Facilitation Services-new contract-contract limit of \$49,964;
 - 2. The Freshwater Trust, GSP Tools and Data Analysis-new contract-contract limit of \$119,715;
 - 3. Luhdorff & Scalmanini Consulting Engineers, GSP implementation actions-new contract-contract limit of \$224,316.

10. **PROCUREMENT POLICY** (estimated time: 10 minutes)

RECOMMENDATION: Adopt Solano Subbasin Groundwater Sustainability Agency Procurement Policy.

11. **GROUNDWATER SUSTAINABILITY PLAN IMPLEMENTATION FUNDING DISCUSSION** (estimated time: 30 minutes)

RECOMMENDATIONS:

- 1. Receive update on Groundwater Sustainability Plan Implementation Funding.
- 2. Open Forum for Stakeholders to Ask Questions.

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

Thursday, July 14, 2022, at 5:00 p.m. at the SCWA offices.

The Full Board of Directors packet with background materials for each agenda item can be viewed on the Agency's website at www.scwa2.com/resources-management/ground-water/solano-gsa-bod

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: May 12, 2022

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

Mayor Steve Bird, City of Dixon
Mayor Ron Kott, City of Rio Vista
Supervisor John Vasquez, Solano County District 4
Director Spencer Bei, Dixon Resource Conservation District
Director Dale Crossley, Reclamation District 2068
Director Sean Favero, Solano County Farm Bureau
Director Russ Lester, Solano County Agricultural Advisory Committee

CALL TO ORDER

The meeting was called to order at 3:00 p.m. by Chairman Crossley.

REMOTE MEETING

In Compliance with Government Code Section 54953(e) added by Assembly Bill 361, and consistent with the findings made by the Solano Subbasin Groundwater Sustainability Agency Board of Directors in accordance therewith, members of the Solano Subbasin Groundwater Sustainability Agency Board of Directors and members of the public participated in this meeting by teleconference. Per AB 361, the Board is to reconsider the circumstances of the state of emergency and determine that: (i) the state of emergency continues to directly impact the ability of the members to meet safely in person; and/or (ii) State or local officials continue to impose or recommend measures to promote social distancing. The Board unanimously approved-by roll call vote-that both i and ii to be true and to continue the meeting by teleconference.

The Board unanimously approved holding a hybrid meeting for the next meeting.

APPROVAL OF AGENDA

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

PUBLIC COMMENT

Bryan Busch, General Manager of Reclamation District 2068, stated that it has come to his attention that this Board has been meeting in closed session to discuss items that in his opinion are not legal matters. Reclamation District 2068 has drafted a cease-and-desist order, demoing the Solano GSA

Board to stop violating the Ralph M. Brown Act by discussing potential fee structures and amounts for funding the agency in closed session. These are political discussions not legal discussions, and they need be done in open session. Mr. Busch stated that these discussions are on how the rates will be implemented on not on the legal merits of the rates. Everyone needs to know why this Board is deciding on each method. Doing this behind closed doors is creating conflicts, this is bad, this is why the Brown Act is there. In addition, there was a document that was released to peoples that are not parties or officers of this Board. I received this as staff to the Chair of this Board. I have no relation to this Board. Once that Charge Report was released to me, a member of the public, it became a public document. As these violations go on, Reclamation District 2068 is demanding that the Solano GSA Board stop these illegal actions and remove this item from the closed session and discuss it in open session unless actual legal matters are discussed. The cease-and-desist letter was submitted to the Board via email. If you do not follow the cease and desist, and a decision has been made on rates, Reclamation District 2068 will take you to court within 30 days.

The Board asked Counsel Jeanne Zolezzi to respond to the comments. Counsel Zolezzi had not yet joined the meeting and the Board moved on to Consent items.

CONSENT ITEMS

Staff stated that the minutes needed to be amended to properly reflect that Supervisor Vasquez made a motion, which was seconded by Supervisor Mashburn to approve the GSP Annual Plan.

On a motion by Supervisor Vasquez and a second by Mayor Kott the Board approved-by roll call vote the following:

(A) Minutes (as amended)

BOARD MEMBER REPORTS

There were no Board member reports.

SECRETARY/TREASURER REPORT

There were no additions to the written report.

GROUNDWATER SUSTAINABILITY PLAN IMPLEMENTATION FUNDING

Chair Crossley stated that the Board received a letter from Reclamation District 2068 to cease-and-desist on holding discussions on charges for the GSP in closed session unless there were actual legal matters discussed. The Board is asking Counsel for direction.

Counsel Zolezzi stated that she did receive a copy of the letter. Our position does not change. Our recommendation is that everything you have talked about in closed session on this issue was allowable under the Brown Act. In addition, you can meet in closed session tonight on limited issues that we were going to discuss in closed session that have to do with potential litigation.

The actual decision on releasing any report on a charge and the options that are recommended and an option that the Board will choose all take place in open session. No action under the definition of the Brown Act as defined in the letter will occur in closed session. The purpose of closed session is to simply advise you on the legalities of how charges are imposed. That is our position and recommendation. The Board can choose to have this discussion in open session at the discretion of the Board members. There is some risk that if a discussion borders on what is legal and what is not legal and how to strategize something to make it legal can be difficult to discuss that in open session. We could begin the discussion in open session and if anything rises to my concern, we could pause and move into closed session. There are several options the Board can take, but the bottom line is that the discussion we have recommended to take place in closed session are legal under the Brown Act.

The Board discussed that they have heard other concerns about holding these discussions in closed session. On a motion by Director Favero and a second by Mayor Kott, the Board unanimously decided to move these discussions into open session and asked that Counsel advise the Board if anything being discussed should be done so in closed session.

There was another question from the Board about discussing the charge versus discussing the methodology of how the charge would be implemented. Should the discussion be more about how to implement the charge rather than the dollar amount?

Counsel Zolezzi stated that what we are talking about today is how do we implement the charge. Will it be a 5-year charge, or will it be a 1 or 2-year charge? The method of imposing the rate is the same under each alternative, the numbers are in the Charge Report. The charge will not change. The crux of the discussion is that we will be asking for direction on how long the charge will be for.

The Board also expressed concern with Board members separating out that fact that they are landowners, potentially subject to the charge, how do they separate out during the discussion on how this affects them personally.

Counsel Zolezzi stated that we have not done the individual analysis, but generally, if you are a landowner, and you are on this Board, all landowners are being treated the same under the proposed flat rate charge that is being considered, so there is no conflict. If we were looking at charging different lands different rates, then there might be a conflict of interest for a landowner on the Board if we look at different scenarios in the future.

The Board asked that if different alternatives came up, would those discussions need to take place in closed session.

Counsel Zolezzi stated that those conversations do not necessarily need to be in closed session. The Board could direct staff to look at different alternatives in open session. The Board would not be able to talk in depth about these alternatives in open session since we have not looked at that methodology.

The closed session item on the agenda was dispensed.

Assistant General Manager Chris Lee stated that the prepared presentation has alternatives the Board asked staff to investigate that were not previously discussed in closed session. Are those slides with different alternatives ok for open discussion?

Counsel Zolezzi stated that this is a question for the Board. Is the Board comfortable with discussing different ideas for alternatives for imposing a charge in open session since they are not pursuing them tonight. Those ideas could be discussed in depth in closed session in the future if there are any concerns. Unless the Board members object, it is fine to show those ideas in a presentation in open session.

The Board raised concerns and advised staff to be cautious with new ideas and alternatives. The discussion tonight is whether to move forward on recommended methodologies for funding the GSP action items. If we discuss different ideas, we may confuse stakeholders.

Assistant GM Lee stated that the bulk of the presentation was to inform the Board on the recommended methodology, how that process would unfold. The information on alternative ideas is limited due to lack of data to support those ideas any further.

The Board asked about the letter from Reclamation District 2068, this is about potential litigation, correct?

Counsel Zolezzi stated that yes, it is threatening litigation, but moving this discussion to open session dissolves that issue.

Assistant GM Lee started the presentation and showed the Board the staff recommendations to move forward with recommendations for the long-term funding, which are based off of what we have seen done and work in other subbasins, and that we know is legally defensible. But this is a policy decision by the Board.

As we have stated at past meetings, if we are not successful in securing funding, the State Water Board would come in and the costs to landowners could be 20-100 times what we are contemplating tonight, there could be required meters on every well, and there might be restrictions on how much groundwater you could pump.

The staff recommendations based off of the data we have, the time we have, and what we know is working in other parts of the state is to move forward with Proposition 218 for the long-term funding strategy for GSP implementation. We will now ask our consultants, Jacque DeBra and Nick Watterson from Luhdorff & Scalmanini discuss this methodology and answer any questions at how we derived at the proposed charge.

Jacques DeBra discussed the long-term funding strategy for GSP implementation actions.

There are many actions the GSAs have to implement over the next 20 years to show the Department of Water Resources that we are sustainably managing our groundwater resources. Which all require long-term funding.

Annual administrative costs for the Solano GSA were discussed as were the costs for annual GSP implementation activities.

Almost all of the other GSAs in the other subbasins stateside are relying on Proposition 218 as a long-term funding strategy. A few are using Proposition 26 and very few are self-funded like the Yolo groundwater subbasin.

The Engineers Charge Report shows a recommended flat rate charge of \$2.79 an acre. This is based on the amount of groundwater used in each of the GSAs and their overall acreage within the subbasin. This is part of the transparency that discussed earlier. Even though you are not required to do an Engineer's Charge Report, your staff and this Board felt that it was very important for stakeholders to understand how the numbers were determined. This is one of the lowest rates in the state for the information that has been put out to the public. Many of the other subbasins are also charging for groundwater extraction, with some of the charges ranging from \$20 an acre foot to up to \$500 an acre foot.

All of the substantive requirements of Proposition 218 were discussed.

The Charge Report was discussed, which included the key revenue needs for GSP implementation, how cost allocations were determined, and that it would set a maximum rate for the next 5 years.

The timeline was also discussed. If the Board moves forward with using Proposition 218, notices will be mailed out the week of May 23rd. A public hearing on Proposition 218 would occur at the July 14th Solano GSA Board meeting. A protest form will be available at the GSA office if a landowner wants to protest the charge.

Each of the other GSAs in the Solano Collaborative have their own funding mechanisms in place. They will maintain their own administrative costs and send their share of overall GSP implementation to the Solano GSA as the plan manager.

The Cities of Dixon and Rio Vista have two different options for their share. They can opt to have each of the parcels to be charged per the approved charges or the Cities can make a single annual payment as detailed in the GSP Implementation MOU. The Cities would have to sign the MOU for the second option.

We looked at a lot of other options the Board asked for staff to explore which included a graduated or tiered charge based on how much groundwater was used at the parcel level. This alternative was not explored further as the data is not available at this time for a parcel level analysis. Although there are several options we could explore, most of them would not be defensible under the requirements of Proposition 218.

There was a question from the Board with regards to information at the parcel level within the subbasin, why do we not have that data?

Staff stated that when we developed the GSP, we did our best at using the data we had available. The Charge Report does the same thing, using the data that is available. The GSP went as far as it

could to meet SGMA requirements, but we have very few wells out there with meters on them to give us parcel specific data. The GSPs are not required to have groundwater pumping data for each parcel. Many other subbasins and GSAs need to regulate groundwater pumping because they have issues, we do not have that here. If the Board wanted to pursue this as a goal, then we would have to look into whether that would mean we would require meters on all wells.

When LSCE was developing the GSP, they took the regional DWR and USGS models and incorporated as much local data as possible. It is not at the parcel scale, the model elements range in scale. It was not a requirement of the GSP and not envisioned as necessary back then. Staff presented this level of detail in the model as part of the LSCE scope to the Board back in 2018 and the Board passed on the added expense at the time.

Bryan Busch asked if it was appropriate to use model numbers versus actual numbers. If you are looking from a number from a meter, that is the actual usage. A modeled number is used to compare them between one another.

Staff stated that this a decision before the Board, this is the best available data we have right now. The recommendation before the Board is to impose a charge on each acres within the Solano GSA boundary.

Nick Watterson stated that something on the order of about 90% of the pumping in the subbasin is un-metered. As required for the GSP, we had to estimate how much pumping is occurring. We had to apply the best available methods to make those estimates of un-metered pumping. Most of the groundwater modeling that is done uses a water balance approach. When you look at the consumptive demand that is occurring, which can be based on evapotranspiration and other factors occurring on the land, and then you look at the water supplies. If there is no precipitation or surface water supplied, it is presumed to be from groundwater pumping. That is sort of the basis for how these estimates are developed. Pretty much any groundwater model that is done takes that same approach to estimate those unknown amounts of pumping.

There was a question from the Board, asking if we took the irrigated lands within the basin, looked at the surface water, provided an estimate of how much water was needed based on the crop, and those that did not have surface water the assumption that the water was provided by a well.

Mr. Waterson stated that is correct in a general way.

There was a comment from the Board related to the information being critiqued is essential, but at the same time there had already been a proposal drafted which will be scrutinized by the state. Some of these questions that are being asked can be asked at a later time, when we have better technology or more information. It is important to get a charge in place that is agreed upon by the majority to keep the ball rolling and not have the state come in and take over.

Mr. DeBra stated that if we move forward with the flat rate charge, it would exclude federal, state, and Tribal government lands. This would leave 205,266 assessable acres within the Solano GSA boundaries. Which would equate to a normalized charge of \$2.79 an acre over the next 5 years. There are over 400 parcels on the boundary of the GSA. Which means they are partially in the

Solano GSA and maybe partially in the SID GSA. They would only be charged for the acreage in the Solano GSA.

If we are not successful with the Proposition 218 process, there will be some real challenges before the GSAs. The State Water Board would come in and charge a lot more for each stakeholder.

There was a question from the Board with regards to the administrative costs for the Solano GSA that increased over time, there were slightly different numbers in the Charge Report as compared to the presentation slides. What outreach is needed after the charges go out? And isn't there a lot of monitoring occurring already with the Solano County Water Agency (SCWA)?

Staff stated that the tables were normalized over a 5-year period, to average the numbers out. There will be continued outreach each year, to let stakeholders know what the conditions of the groundwater basin are looking like. We were anticipating at least doing one annual meeting, but it is completely up to the Board. With Proposition 218, we set a maximum rate. If we are able to refine our numbers on overall costs each year, we could have lower charges to stakeholders in future years.

Overall administrative costs for the Solano GSA are subsidized by SCWA. The Solano GSA does not pay any staff or overhead for office space. The overall annual Solano GSA costs are considerably lower than the administrative costs of the other GSAs in the subbasin. The data collection done by SCWA will augment the data collection needed for the GSP, there is a considerable effort that is required to meet SGMA compliance.

There was a question from the Board with regards to the contingency line item and if it included an inflationary assumption.

Yes, inflation is a factor, approximately 3% per year. Normal contingencies are 15-18%, this number is a lot lower to keep costs down.

There was a question with regards to the line items for grants, are we forecasting what we might receive?

Unfortunately, we cannot assume we will be successful in receiving grants. But if we do, we would be looking to target studies and actions that would help us bring costs down. For example, the Solano Resource Conservation District applied for a California RCD BLOC grant, if the successful, some of those funds could be used to answer some of the questions raised earlier about parcel specific data collection.

There was a question on how much each of the agencies has contributed date for the Solano GSA?

There was the initial foundational funding, \$6,000 from each agency, which helped with some of the initial grant writing, where we have received \$1.705 million dollars to develop the GSP. We have also received over \$700,000 from SCWA and staff time the last five plus years.

Recommended next steps include approve the Proposition 218 Charge Report, to meet SGMA compliance costs, direct staff to distribute the Proposition 218 Notice to parcel landowners within its service area boundary subject to the Charge more than 45-days prior to the scheduled public hearing, authorize staff to conduct additional outreach prior to the July 14, 2022 Board meeting, and plan to conduct a public hearing and approve the recommended Prop. 218 charges at the July 14th GSA Board meeting.

There was a question from the Board with regards to both the Cities of Dixon and Rio Vista. They could go with the flat rate charge under Proposition 218, or the cities could pay the charge directly, is that correct?

Yes, both of those options are available for both cities. Depending how the cities want to proceed, we can add that information to the Implementation MOU that the Solano GSA, and all of the other GSAs will sign.

There was a question from the Board with regards to if we were not successful with the Proposition 2187 process.

Staff would bring back recommendation to the Board for consideration. The simplest option would be for each of the member agencies to contribute towards the GSP implementation costs. Another option would be to ask the SCWA Board for more funding again. The least desirable option would be to have the State Water Board come in and charge landowners much higher fees, potentially 50 times what we are discussing.

The Board had a question to potential lawsuits stopping or overturning a Proposition 218 process.

Counsel Zolezzi stated that is not something we can really speculate about at this time because we don't know if it will be challenged. Many of the GSAs have adopted a Proposition 218 process and we are aware of only one of them being challenged. That case has not been resolved yet. These charges are well accepted now in California.

Supervisor Vasquez made a motion to move forward with a flat rate of \$2.79 an acre within the Solano GSA boundaries through a Proposition 218 process for the next five years, including the key milestones, there was a second by Mayor Kott.

Bryan Bush commented that the Board should have staff look into these other alternatives in the near future as part of this motion, to be clear to the public that this is a temporary thing to keep the lights on for now.

Supervisor Vasquez stated that he did not want to confuse anyone with those additions to the motion. The minutes can reflect that the Board has asked staff to look into alternatives for future charges.

There was a substituted motion by Director Crossley, with a second by Director Favero, to move

forward with a flat rate of \$2.79 an acre within the Solano GSA boundaries through a Proposition 218 process for the next five years, including key milestones, and direct staff to look into a graduated charge based off of groundwater use once the data was obtained.

Director Bei stated that we are all trying to do what's best to move forward and the first motion does that. We can still direct staff to look into gathering more data for other alternative charges in the future.

The substituted motion failed.

Directors Crossley, Lester, Favero, and Mayor Bird voted yes.

Director Bei, Mayor Kott, and Supervisors Mashburn and Vasquez voted no.

The original motion passed.

Directors Bei and Crossley, Mayors Bird and Kott, and Supervisors Mashburn and Vasquez voted yes.

Directors Favero and Lester voted no.

TIME AND PLACE OF NEXT MEETING

The time and place of the next meeting is Thursday, June 9, 2022, at 5:00 p.m.

ADJOURNMENT

This meeting of the Solano Subbasin Groundwater Sustainability Agency Board of Directors was adjourned at 5:17 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 to the Board of Directors

DATE: June 2, 2022

SUBJECT: June General Manager/Secretary Report

Groundwater Sustainability Plan Long-Term Funding

Notices for the Solano Groundwater Sustainability Agency (GSA) Proposition 218 Charge for Long-Term Funding of the Solano Subbasin Groundwater Sustainability Plan (GSP) were mailed on May 26, 2022. Within the boundaries of the Solano GSA, approximately 3,300 notices were mailed out. Copies of the protest form can be obtained at the offices of the Solano County Water Agency in Vacaville.

Groundwater Sustainability Plan-Virtual Town Hall

To provide more education and outreach for stakeholders on GSP Long-Term Funding, a Virtual Town Hall meeting will be held on June 29th from 5:30-7:00 pm.

The meeting objectives will be:

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

Staff will forward the meeting agenda to the Board of Directors when drafted.

810 Vaca Valley Parkway, Suite 203 Vacaville, California 95688
Phone (707) 451-6090 • FAX (707) 451-6099
<http://www.scwa2.com/resources-management/ground-water/solano-gsa-bod>

Executive Order N-7-22

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

Staff have drafted a Consistency Criteria Policy to deal with all wells under Executive Order N-7-22. The draft is currently being reviewed by Solano County Environmental Health Staff for consistency with their existing well permit program.

Solano Groundwater Sustainability Plan Website

Continuous updates are being made to the Solano Groundwater Sustainability Plan website. The address for the website is: <http://www.solanogsp.com>

**ACTION OF
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY**

DATE: June 9, 2022

SUBJECT: Solano Groundwater Sustainability Agency Fiscal Year 2022-2023 Budget

RECOMMENDATIONS:

Hear Staff report and consider adoption of the Solano Groundwater Sustainability Agency’s fiscal year 2022-2023 budget.

FINANCIAL IMPACT:

None.

BACKGROUND:

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

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

Staff will seek out grant funding to try to offset GSP implementation costs.

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

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

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 June 9, 2022, by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford,
Secretary to the Solano Groundwater Sustainability Agency

Solano Groundwater Sustainability Agency
FY 2022-2023 Budget

Revenues

City of Vacaville GSA GSP Cost Share	\$36,500
Sacramento County GSA/ND GSA GSP Cost Share	\$23,820
Solano Irrigation District GSA GSP Cost Share	\$26,862
Solano GSA GSP Cost Share;	
City of Dixon Cost Share	\$12,900
City of Rio Vista Cost Share	\$12,400
Proposition 218 Charge	\$547,291
Total Revenues	\$659,773

Expenses

GSA Administrative	
Legal Costs	\$10,000
GSP Updates	\$10,000
SGSA Monitoring	\$31,500
Contingency	\$11,650
Subtotal Administrative Expenditures	\$63,150
GSP Implementation	
Outreach & Education	\$50,800
GSP Reporting & Updates	\$274,900
Monitoring & well Maintenance	\$87,300
Data Management	\$29,000
Grant Writing	\$2,600
Contingency	\$46,900
Subtotal Implementation Expenditures	\$491,500
Total Expenses	\$554,650

Net Increase/(Decrease) in Reserves	\$105,123
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Expected Beginning Reserves 7/01/2022	\$201,000
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Expected Ending Reserves 6/30/2023	\$306,123
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Consultant expenses	
Luhdorff & Scalmanini	\$224,316
Ag Innovations	\$50,000
Herum, Crabetree, & Suntag	\$10,000
The Freshwater Trust	\$119,715
	\$504,031

**ACTION OF
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY**

DATE: June 9, 2022

SUBJECT: Pre-Approval of Fiscal Year 2022-2023 Payments

RECOMMENDATIONS:

Authorize payments of the following bills for Fiscal Year 2022-2023 within budgeted amounts:

1. Payments related to consultants and contractors of Board approved contracts.
2. Payments to legal counsel.
3. Payments to ACWA-JPIA for insurance.
4. Payments for expenses associated with Board approved Grants.

FINANCIAL IMPACT:

None.

BACKGROUND:

Each year staff requests that the Board authorize payments for items that are based on regular payment schedules and contractual obligations. Payment of these items will not require additional approval by the Board or purchase orders prior to payment. Payments made under this category will be reported to the Board of Directors in arrears.

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 June 9, 2022, by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford,
Secretary to the Solano Groundwater Sustainability Agency

**ACTION OF
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY**

DATE: June 9, 2022

SUBJECT: Consultant Services Contracts

RECOMMENDATIONS:

Authorize General Manager to execute agreements and amendments for the following consultant services for work through fiscal year 2022-2023 (see “Background” for brief description of each contract):

1. Ag Innovations, GSP Facilitation Services-new contract-contract limit of \$49,964;
2. The Freshwater Trust, GSP Tools and Data Analysis-new contract-contract limit of \$119,715;
3. Luhdorff & Scalmanini Consulting Engineers, GSP implementation actions-new contract-contract limit of \$224,316.

FINANCIAL IMPACT:

Funding for these consultants is included in the Fiscal Year 2022-2023 Budget.

BACKGROUND:

Staff is requesting authorization to execute the aforementioned agreements totaling \$394,031. A brief synopsis of each contract is presented below.

1. Ag Innovations will provide facilitation, outreach, and education services for GSP implementation for stakeholders, local agencies, and GSA staff through various meetings, newsletters, and website updates.
2. The Freshwater Trust will provide workshops, tools, and data analysis for optimizing irrigation efficiencies at the parcel level for multiple levels of stakeholders.
3. Luhdorff & Scalmanini Consulting Engineers will provide support for GSP implementation activities including data analysis, updates to the monitoring network, grant support, and development of GSP annual reports.

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 June 9, 2022, by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford,
Secretary to the Solano Groundwater Sustainability Agency

Name of Project: **GSP Facilitation Services**

SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Contractor)

THIS AGREEMENT, **effective July 1, 2022**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Ag Innovations**, hereinafter referred to as "Contractor."

The Agency requires services for **GSP Facilitation Services**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for **GSP Facilitation Services**, as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$49,964** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month. **Invoices that are over 6 months old will not be approved or paid by the Agency. In no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.**

Every invoice shall specify hours worked for each task identified in Exhibit A undertaken. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

Each invoice shall be accompanied by a spreadsheet showing, by month, costs incurred to date for the project broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each task, budget amounts, total expended and remaining amounts. The spreadsheet shall show a subtotal for each fiscal year covered by the contract. Any amendments to the contract shall be listed and incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2023**, as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

This Agreement may be modified or amended only by written instrument signed by the parties hereto, and the Contractor's compensation and time of performance of this Agreement shall be adjusted if they are materially affected by such modification or amendment.

(Note: this paragraph is optional) Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing, by the Agency's General Manager.

This Agreement may be terminated by the Agency at any time, without cause, upon written notification to the Contractor. The Contractor may terminate this Agreement upon 30 days written notice to Agency.

Following termination by the Agency or the Contractor, the Contractor shall be reimbursed for all expenditures made in good faith in accordance with the terms of this Agreement that are unpaid at the time of termination.

6. **PERMITS** *(Note: include only if permits are required)*

Permits required by governmental authorities will be obtained at the Contractor's expense, and the Contractor will comply with local, state and federal regulations and statutes including Cal/OSHA requirements.

7. **INDEMNIFY AND HOLD HARMLESS**

To the extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Solano County Water Agency, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising Solano County Water Agency's sole negligence or willful acts.

8. **INSURANCE**

Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or sub-contractors.

Coverage - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general

aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Solano County Water Agency) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Solano County Water Agency, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Solano County Water Agency has received a waiver of subrogation from the insurer.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Solano County Water Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Solano County Water Agency.

Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Solano County Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Solano County Water Agency, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Solano County Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Solano County Water Agency.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the Solano County Water Agency. The Solano County Water Agency require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Solano County Water Agency.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by Solano County Water Agency.

Verification of Coverage – Contractor shall furnish the Solano County Water Agency with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Solano County

Water Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Solano County Water Agency reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

Sub-contractors - Contractor shall require and verify that all sub-contractor maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Solano County Water Agency its directors, officers, employees, and authorized volunteers are an additional insured are an additional insured on Commercial General Liability Coverage.

9. **COMPLIANCE WITH LAW**

The Contractor shall be subject to and comply with all federal, state and local laws and regulations applicable with respect to its performance under this Agreement, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment.

10. **RECORD RETENTION**

Except for materials and records, delivered to the Agency, the Contractor shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least three years after the Contractor's receipt of the final payment under this Agreement. Upon request by the Agency, the Contractor shall make such materials and records available to the Agency at no additional charge and without restriction or limitation to State and federal governments at no additional charge.

11. **OWNERSHIP OF DOCUMENTS**

All materials and records of a finished nature, such as final plans, specifications, reports and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of the Agency. All materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to the Agency at no additional charge and without restriction or limitation on their use.

12. **SUBCONTRACT AND ASSIGNMENT**

This Agreement binds the heirs, successors, assigns and representatives of the Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this Agreement and shall not assign this Agreement or monies due or to become due, without the prior written consent of the General Manager of the Agency or his designee, subject to any required state or federal approval. *(Note: list any subcontractors here)*

13. **NONRENEWAL**

The Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by the Contractor under this Agreement will be purchased by the Agency under a new agreement following expiration or termination of this Agreement, and waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from the Contractor.

14. **NOTICE**

Any notice provided for herein are necessary to the performance of this Agreement and shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

AGENCY

Roland Sanford, General Manager
Solano Subbasin Groundwater Sustainability Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

CONTRACTOR

Genevieve Taylor, Executive Director
101 Morris Street, Suite 212
Sebastopol, CA 95472

The parties have executed this Agreement the day and year first above written. If the Contractor is a corporation, documentation must be provided that the person signing below for the Contractor has the authority to do so.

Solano Subbasin Groundwater Sustainability Agency
a Public Agency

Ag Innovations

By: _____
Roland Sanford
General Manager

By: _____
Genevieve Taylor,
Executive Director

FOR SCWA USE ONLY

Contract Period: July 1, 2022 to June 30, 2023
File Number: AG-A-14
Account Manager: C.Lee
G/L Account #: _____
Job Cost #: _____
Contract Type: _____

EXHIBIT A
SCOPE OF SERVICES

May 24, 2022

Chris Lee
Solano Subbasin GSA Collaborative



Scope of Work and Budget for Facilitation Services relating to Solano Groundwater Sustainability Plan for Fiscal Year 2022-2023

Dear Chris,

Ag Innovations submits this Scope of Work and budget for facilitation services supporting implementation of the Solano Groundwater Sustainability Plan (GSP).

The revisions contained in this updated document include adjustments based on an awarded agreement through the California Department of Water Resources Facilitation Support Services (FSS) program. The agreement provides funding for the following tasks:

1. GSA Collaborative meeting support
2. Public outreach
3. Tribal engagement and outreach
4. Inter-basin coordination
5. Contract management

Also, initial estimates on the hours for internal team meetings have been reduced. The new budget assumes that internal team meetings will only occur on a weekly basis during July 2022, as funding approaches are finalized, and again in March 2023 to support activities relating to the Annual Report. For the remaining 10 months, it is assumed that internal team meetings will occur every other week.

Proposed Budget

The proposed budget for the contract with Solano County Water Agency, for FY 2022-2023, totals \$49,964.00 and provides 256 hours of facilitation and outreach services.

The budget is fully fungible and time may be allocated across tasks and personnel given project needs.

Ag Innovations looks forward to working with the Solano GSAs in implementing the GSP.

Thank you,

Genevieve Taylor
Executive Director, Ag Innovations

Ag Innovations Firm Description & Rates Sheet

Solano Subbasin GSP Development | Facilitation Services 2022-2023

Ag Innovations is a 501c3 nonprofit that specializes in designing, convening, and facilitating groups to design for a future that is resilient and assures the sustainability of our food system, including water resources, resilient natural and working lands, and agriculture. Through the skilled use of process and facilitation, they help stakeholders create the new ideas, actions, and will needed for decision-making that supports the best possible future.

We serve our community by facilitating 1) transformational collaboratives that help leaders think beyond their disciplines and unlock new ideas; 2) stakeholder engagement, public input, and planning, which helps improve the plans and policies that allow for a better future; and 3) capacity building including strategic planning, systems thinking and leadership development.

Our job is to help people think and work better together to solve the complex issues facing the communities who depend on our natural and working lands.

Your team:

- Jenn Fox, Senior Facilitator
- Judie Talbot, Senior Analyst/Senior Project Manager
- Guadalupe Garcia, Project Coordinator
- Kevynn Gomez, Communications & Outreach Manager
- Genevieve Taylor, Managing Facilitator

Rates sheet:

Title	Education & Experience Requirements	Rates July, 2022
Managing Facilitator	10+ years experience, BA required, training required, masters preferred	\$236/hour
Senior Facilitator	5+years experience, BA required, Masters preferred	\$186/hour
Lead Facilitator	4+ years experience, BA required, Masters preferred	\$158/hour
Assistant Facilitator	2+ years experience OR Masters, BA required	\$115/hour
Communications & Outreach Manager	4+ years experience, BA required, Masters preferred	\$158/hour
Senior Analyst/Senior Project Manager	5+ years experience, BA required, Masters preferred	\$150/hour
Project Manager	3-7 years experience, BA required	\$121/hour
Project Coordinator	1-3 years experience, BA required	\$105/hour
Clerical/Administrative	3+years experience, Associate degree or equivalent experience required, training preferred	\$90/hour

EXHIBIT B
RATE OF COMPENSATION

Solano Subbasin GSP Development | Facilitation Services 2022-2023

July 1,2022 through June 30, 2023 Budget Breakdown

Tasks	Hours	Cost
Task 1: Project Management, including <ul style="list-style-type: none"> ● Internal team meetings and project coordination ● Monthly project team meetings and communications with plan administrator 	208	\$34,332
Task 2: Facilitate implementation of the GSP by the Solano Collaborative and other agencies, including <ul style="list-style-type: none"> ● Attend and prepare meetings notes for GSA Roundtable meetings 	48	\$ 7,632
Other Direct Costs, including: <ul style="list-style-type: none"> ● developing and mailing postcards for Townhalls, graphic design, newspaper ads ● mileage and meeting supplies if needed for an in-person meeting. 		\$ 8,000
Total	256	\$49,964

Name of Project: **Support for GSP Implementation**

SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Contractor)

THIS AGREEMENT, **effective July 1, 2022**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **The Freshwater Trust**, hereinafter referred to as "Contractor."

The Agency requires services for **Support for GSP Implementation**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for **Support for GSP Implementation**, as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$119,715** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month. **Invoices that are over 6 months old will not be approved or paid by the Agency. In no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.**

Every invoice shall specify hours worked for each task identified in Exhibit A undertaken. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

Each invoice shall be accompanied by a spreadsheet showing, by month, costs incurred to date for the project broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each task, budget amounts, total expended and remaining amounts. The spreadsheet shall show a subtotal for each fiscal year covered by the contract. Any amendments to the contract shall be listed and incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2023**, as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

This Agreement may be modified or amended only by written instrument signed by the parties hereto, and the Contractor's compensation and time of performance of this Agreement shall be adjusted if they are materially affected by such modification or amendment.

(Note: this paragraph is optional) Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing, by the Agency's General Manager.

This Agreement may be terminated by the Agency at any time, without cause, upon written notification to the Contractor. The Contractor may terminate this Agreement upon 30 days written notice to Agency.

Following termination by the Agency or the Contractor, the Contractor shall be reimbursed for all expenditures made in good faith in accordance with the terms of this Agreement that are unpaid at the time of termination.

6. **PERMITS** *(Note: include only if permits are required)*

Permits required by governmental authorities will be obtained at the Contractor's expense, and the Contractor will comply with local, state and federal regulations and statutes including Cal/OSHA requirements.

7. **INDEMNIFY AND HOLD HARMLESS**

To the extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Solano County Water Agency, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising Solano County Water Agency's sole negligence or willful acts.

8. **INSURANCE**

Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or sub-contractors.

Coverage - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general

aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Solano County Water Agency) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Solano County Water Agency, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Solano County Water Agency has received a waiver of subrogation from the insurer.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Solano County Water Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Solano County Water Agency.

Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Solano County Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Solano County Water Agency, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Solano County Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Solano County Water Agency.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the Solano County Water Agency. The Solano County Water Agency require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Solano County Water Agency.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by Solano County Water Agency.

Verification of Coverage – Contractor shall furnish the Solano County Water Agency with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Solano County

Water Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Solano County Water Agency reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

Sub-contractors - Contractor shall require and verify that all sub-contractor maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Solano County Water Agency its directors, officers, employees, and authorized volunteers are an additional insured are an additional insured on Commercial General Liability Coverage.

9. **COMPLIANCE WITH LAW**

The Contractor shall be subject to and comply with all federal, state and local laws and regulations applicable with respect to its performance under this Agreement, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment.

10. **RECORD RETENTION**

Except for materials and records, delivered to the Agency, the Contractor shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least three years after the Contractor's receipt of the final payment under this Agreement. Upon request by the Agency, the Contractor shall make such materials and records available to the Agency at no additional charge and without restriction or limitation to State and federal governments at no additional charge.

11. **OWNERSHIP OF DOCUMENTS**

All materials and records of a finished nature, such as final plans, specifications, reports and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of the Agency. All materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to the Agency at no additional charge and without restriction or limitation on their use.

12. **SUBCONTRACT AND ASSIGNMENT**

This Agreement binds the heirs, successors, assigns and representatives of the Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this Agreement and shall not assign this Agreement or monies due or to become due, without the prior written consent of the General Manager of the Agency or his designee, subject to any required state or federal approval. *(Note: list any subcontractors here)*

13. **NONRENEWAL**

The Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by the Contractor under this Agreement will be purchased by the Agency under a new agreement following expiration or termination of this Agreement, and waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from the Contractor.

14. **NOTICE**

Any notice provided for herein are necessary to the performance of this Agreement and shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

AGENCY

Roland Sanford, General Manager
Solano Subbasin Groundwater Sustainability Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

CONTRACTOR

Kimberlee Myers, Operations Director
The Freshwater Trust
700 SW Taylor Street, Suite 200
Portland, OR 97205

The parties have executed this Agreement the day and year first above written. If the Contractor is a corporation, documentation must be provided that the person signing below for the Contractor has the authority to do so.

Solano Subbasin Groundwater Sustainability Agency
a Public Agency

The Freshwater Trust

By: _____
Roland Sanford
General Manager

By: _____
Kimberlee Myers,
Operations Manager

FOR SCWA USE ONLY

Contract Period: July 1, 2022 to June 30, 2023
File Number: AG-F-6
Account Manager: C.Lee
G/L Account #: _____
Job Cost #: _____
Contract Type: _____

EXHIBIT A
SCOPE OF SERVICES



To: Chris Lee, Solano County Water Agency
From: Erik Ringelberg, California Director
Date: April 1, 2022
Subject: **Proposal to support the Solano Collaborative with GSP implementation**

PURPOSE

Assist the Solano Collaborative, its partners, and its technical consultants with strategic initiatives to support groundwater sustainability in the Solano Subbasin.

STATEMENT OF WORK

TASK 1: Update decision support tools to support GSP implementation

The Freshwater Trust (TFT) to update decision support tools developed for the Solano Subbasin, coordinate with GSAs and growers to gather feedback on the tools, identify needs, and implement analytical steps to support GSP implementation.

a. *Interactive workshop and partner demonstrations.* TFT will hold an interactive user workshop to demonstrate tools developed to support GSP implementation. The interactive workshop will include a brief presentation of the Solano Agricultural Scenario Planning System (SASPS) and TFT's web-based groundwater accounting tool, followed by an interactive lab session during which participants can explore the tools, with technical support from TFT analysts. The workshop will include an open session for user discussion and feedback. Invitees will include representatives of:

- Solano Collaborative GSAs
- Agricultural landowners and growers
- Consultants and local experts interested in local groundwater issues
- NRCS, Dixon RCD, Solano RCD, the Solano Agricultural Dept, and UC Cooperative Extension
- Community stakeholders

In addition to the workshop, TFT will hold up to three one-on-one meetings with GSAs or key agricultural partners to provide interactive demonstrations, as needed.

b. *Data updates.* Based on feedback from users, TFT will update its field-scale modeling tool developed for Solano Subbasin to increase its accuracy and ensure data remain current with the best available science. TFT will summarize its modeling assumptions and data validation methods in a technical briefing and solicit feedback from local experts (e.g NRCS, UCCE, Solano Irrigation District, RCDs, County Ag Dept., local growers, etc.) TFT will then update modeling assumptions based on stakeholder feedback and implement a model run.

c. *Update field level app and web interface SASPS Update.* Once data updates are completed, TFT will update the Solano Agricultural Scenario Planning System (SASPS) web application to incorporate the new data, new modeling assumptions, and updates to the user interface.

EXHIBIT B
RATE OF COMPENSATION

TASK 2: Support for early implementation grant proposal.

TFT will assist the Solano Collaborative and its consulting team with preparation of an early implementation grant proposal to the Department of Water Resource (DWR). TFT will provide a conceptual project description, maps, and budget estimates for a groundwater recharge groundwater project in the Solano Subbasin, to be incorporated into a larger grant proposal prepared by the Collaborative for GSP implementation funding.

Task 2 is contingent on the timely award and execution of a project led by Dixon RCD. Dixon RCD and its partners have requested grant funds from the California Department of Conservation’s Agricultural Land Repurposing Program. If awarded, TFT, acting as a subcontractor, will prepare conceptual project plans for up to two site-specific demonstration project sites identified by Dixon RCD through an RCD-led grower outreach and engagement process.

SCHEDULE OF DELIVERABLES

TASK	DELIVERABLE	TARGET DATE
1	Update decision support tools:	
	a. User workshop and outreach findings	11/30/22
	b. Data updates, tech briefing, and model run	03/31/23
	c. Updated SASPS web application	06/30/23
2	Content for grant proposal	09/30/22

BUDGET

TASK	DESCRIPTION	TOTAL LABOR \$	TOTAL LABOR HRS	Senior Analyst	Director	Admin	GIS	Analyst	PM	Grant Director
				150	195	100	130	140	160	160
1	Update decision support tools:									
	User workshop and outreach findings	\$17,800	120	20				60	40	
	Data updates, tech briefing and model run	\$59,240	402	120	16	12	24	150	80	0
	Updated SASPS web application	\$26,675	175	150	5				20	
2	Grant support	\$16,000	100						20	80
	TOTAL	\$119,715	797							

SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Contractor)

THIS AGREEMENT, **effective July 1, 2022**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Luhdorff & Scalmanini Consulting Engineers**, hereinafter referred to as "Contractor."

The Agency requires services for **GSP Implementation, Annual Reporting, and Groundwater Management Assistance**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for **GSP Implementation, Annual Reporting, and Groundwater Management Assistance**, as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$224,316** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month. *Invoices that are over 6 months old will not be approved or paid by the Agency.* **In no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.**

Every invoice shall specify hours worked for each task identified in Exhibit A undertaken. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

Each invoice shall be accompanied by a spreadsheet showing, by month, costs incurred to date for the project broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each task,

budget amounts, total expended and remaining amounts. The spreadsheet shall show a subtotal for each fiscal year covered by the contract. Any amendments to the contract shall be listed and incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2023**, as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

This Agreement may be modified or amended only by written instrument signed by the parties hereto, and the Contractor's compensation and time of performance of this Agreement shall be adjusted if they are materially affected by such modification or amendment.

(Note: this paragraph is optional) Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing, by the Agency's General Manager.

This Agreement may be terminated by the Agency at any time, without cause, upon written notification to the Contractor. The Contractor may terminate this Agreement upon 30 days written notice to Agency.

Following termination by the Agency or the Contractor, the Contractor shall be reimbursed for all expenditures made in good faith in accordance with the terms of this Agreement that are unpaid at the time of termination.

6. **PERMITS** *(Note: include only if permits are required)*

Permits required by governmental authorities will be obtained at the Contractor's expense, and the Contractor will comply with local, state and federal regulations and statutes including Cal/OSHA requirements.

7. **INDEMNIFY AND HOLD HARMLESS**

To the extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Solano County Water Agency, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising Solano County Water Agency's sole negligence or willful acts.

8. **INSURANCE**

Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or sub-contractors.

Coverage - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Solano County Water Agency) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Solano County Water Agency, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Solano County Water Agency has received a waiver of subrogation from the insurer.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Solano County Water Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Solano County Water Agency.

Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Solano County Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Solano County Water Agency, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Solano County Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Solano County Water Agency.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the Solano County Water Agency. The Solano County Water Agency require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Solano County Water Agency.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by Solano County Water Agency.

Verification of Coverage – Contractor shall furnish the Solano County Water Agency with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Solano County Water Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Solano County Water Agency reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

Sub-contractors - Contractor shall require and verify that all sub-contractor maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Solano County Water Agency its directors, officers, employees, and authorized volunteers are an additional insured are an additional insured on Commercial General Liability Coverage.

9. **COMPLIANCE WITH LAW**

The Contractor shall be subject to and comply with all federal, state and local laws and regulations applicable with respect to its performance under this Agreement, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment.

10. **RECORD RETENTION**

Except for materials and records, delivered to the Agency, the Contractor shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least three years after the Contractor's receipt of the final payment under this Agreement. Upon request by the Agency, the Contractor shall make such materials and records available to the Agency at no additional charge and without restriction or limitation to State and federal governments at no additional charge.

11. **OWNERSHIP OF DOCUMENTS**

All materials and records of a finished nature, such as final plans, specifications, reports and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of the Agency. All materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to the Agency at no additional charge and without restriction or limitation on their use.

12. **SUBCONTRACT AND ASSIGNMENT**

This Agreement binds the heirs, successors, assigns and representatives of the Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this Agreement and shall not assign this Agreement or monies due or to become due, without the prior written consent of the General Manager of the Agency or his designee, subject to any required state or federal approval. *(Note: list any subcontractors here)*

13. **NONRENEWAL**

The Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by the Contractor under this Agreement will be purchased by the Agency under a new agreement following expiration or termination of this Agreement, and waives all rights or

claims to notice or hearing respecting any failure to continue purchase of all or any such services from the Contractor.

14. **NOTICE**

Any notice provided for herein are necessary to the performance of this Agreement and shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

AGENCY

CONTRACTOR

Roland Sanford, General Manager
Solano Subbasin Groundwater Sustainability Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

Vicki Kretsinger Grabert, President
500 First Street
Woodland, CA 95695

The parties have executed this Agreement the day and year first above written. If the Contractor is a corporation, documentation must be provided that the person signing below for the Contractor has the authority to do so.

Solano Subbasin Groundwater Sustainability Agency
a Public Agency

Luhdorff & Scalmanini Consulting Engineers

By: _____
Roland Sanford
General Manager

By: _____
Vick Kretsinger Grabert,
President

FOR SCWA USE ONLY

Contract Period: July 1, 2022 to June 30, 2023
File Number: AG-L-4
Account Manager: C.Lee
G/L Account #: _____
Job Cost #: _____
Contract Type: _____

EXHIBIT A
SCOPE OF SERVICES

April 6, 2022
File No. 22-1-055

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

SUBJECT: 2022-2023 Solano Subbasin Groundwater Services – GSP Implementation, Annual Reporting, and Groundwater Management Assistance

Dear Mr. Lee:

In response to your request, Luhdorff & Scalmanini, Consulting Engineers (LSCE) is pleased to provide this letter describing a scope of work to support the Solano Subbasin Groundwater Sustainability Agency Collaborative (Solano Collaborative) and other Groundwater Sustainability Agencies (GSA) in the Solano Subbasin with implementation of the Solano Subbasin Groundwater Sustainability Plan (GSP) during Fiscal Year 2022-2023 spanning July 1, 2022 through June 30, 2023. This scope and budget letter includes groundwater conditions annual reporting, assistance coordinating monitoring efforts and filling GSP monitoring network data gaps, updates and application of modeling tools, and other groundwater management assistance to support implementation of the Solano Subbasin GSP and comply with requirements of the Sustainable Groundwater Management Act (SGMA).

This scope of work describes the following tasks:

- Task 1: Annual Report for Solano Subbasin (includes water use accounting for all sectors)
- Task 2: Monitoring Network Coordination Support and Addressing Data Gaps
- Task 3: Ongoing Evaluation and Tracking of Local Groundwater Conditions in the Northwest Focus Area
- Task 4: Model Updates and Application
- Task 5: DWR Grant Application Support
- Task 6: Meeting Support
- Task 7: On-Call SGMA Technical Assistance
- Task 8: Project Management

Task 1: Annual Report for Solano Subbasin (includes water use accounting for all sectors)

Regular groundwater conditions reporting is a valuable tool for presenting information on local groundwater resources to stakeholders and state agencies and annual reports as required by the

Groundwater Sustainability Plan Regulations. Previous reporting has provided a means for proactively addressing stakeholder concerns and synthesizing data across monitoring programs. During Fiscal Year (FY) 2022-2023, LSCE proposes to prepare an Annual Report describing current groundwater level, groundwater quality, and subsidence conditions and trends in the Solano Subbasin and Suisun-Fairfield Valley Basin relative to historical conditions, with emphasis on reporting in accordance with the Solano Subbasin GSP and as required by SGMA. The data acquisition, analysis, and development of the Annual Report will meet the requirements of SGMA, including annual groundwater extraction estimates, estimates of surface water supply used or available for use, in-lieu use (e.g., wastewater and stormwater reuse), total water year water use, and change in groundwater storage for the Solano Subbasin, although additional information on conditions in the Suisun-Fairfield Valley Basin will also be included. The SGMA Annual Report for the Solano Subbasin is required to be submitted to the California Department of Water Resources (DWR) by April 1, 2023.

The Report will also summarize additional data collection and analysis performed as part of Task 3 (Ongoing Evaluation and Tracking of Local Groundwater Conditions in the Northwest Focus Area) to understand trends in groundwater levels and causes of trends in northwestern part of the Solano Subbasin. The Report will also document the status of ongoing actions by the Solano Collaborative to implement the Solano Subbasin GSP, including efforts related to GSP monitoring and addressing data gaps (Task 2). Work to be performed under Task 1 will include those items listed below.

- Updating the existing Solano County and Solano Subbasin Data Management System (DMS) with the following data, as available:
 - Groundwater levels
 - DWR (CA Department of Water Resources)
 - SCWA
 - City of Vacaville (*monitoring and production wells*)
 - Solano Irrigation District (SID)
 - GeoTracker (SWRCB)
 - Sacramento County
 - U.S. Bureau of Reclamation (USBR)
 - Other groundwater level data
 - Groundwater quality
 - DWR
 - SCWA
 - U.S. Geological Survey (USGS)
 - SID
 - SWRCB Division of Drinking Water (DDW)
 - GeoTracker
 - Other groundwater quality data
 - Land subsidence
 - SCWA monitoring facilities

- Plate Boundary Observatory (PBO) stations
- Acquisition of key water budget data required for SGMA Annual Reporting including groundwater extractions, surface water diversions and deliveries, and surface water inflows from local and public sources, as available, including the following data sources:
 - SID
 - City of Vacaville
 - City of Dixon
 - City of Rio Linda
 - Maine Prairie Water District
 - RD2068
 - SWRCB Electronic Water Rights Information Management System (eWRIMS) water use data
- Groundwater Conditions Annual Update Report and SGMA Annual Report for Solano Subbasin (outline of contents)
 - Background
 - Brief description of the geologic setting with reference to existing reports and key figures
 - Description of existing Solano County and Solano Subbasin groundwater and subsidence monitoring networks, including monitoring wells to track surface water-groundwater interactions (including summary tables and figures)
 - Evaluation of groundwater conditions and trends including levels in each principal aquifer unit; contouring of groundwater levels in principal aquifer zones for spring and fall of 2022
 - Evaluation of groundwater quality (concentrations of selected constituents)
 - Presentation/evaluation of subsidence data and the relationship of subsidence to groundwater level fluctuations (data from 13 stations)
 - Summary of annual groundwater extraction estimates for all water use sectors (Solano Subbasin)
 - Estimates of surface water supply used or available for use, in-lieu use (e.g., wastewater and stormwater reuse) (Solano Subbasin)
 - Summary of total water year water use (Solano Subbasin)
 - Change in groundwater storage (Solano Subbasin)
 - Graph depicting Water Year type, groundwater use, annual change in groundwater storage, cumulative change in groundwater storage, including from January 1, 2015 to current reporting year
 - Status of Solano Subbasin GSP Representative Monitoring Site network
 - Status of ongoing GSP projects and management actions (Solano Subbasin)

This task will include preparing and submitting all required Annual Report files and monitoring data associated with the Annual Report for uploading to DWR's GSP Reporting System and Monitoring Network Module. Submittal of an Annual Report satisfying GSP regulations is essential for SGMA compliance.

Task 2: Monitoring Network Coordination Support and Addressing Data Gaps

This task will include providing technical assistance to Solano Subbasin GSAs in identifying water level and water quality representative monitoring site (RMS) wells and coordination with another monitoring entity as necessary to ensure the required monitoring is conducted and continued in accordance with the Solano Subbasin GSP. This will include assistance coordinating with DWR and well owners to continue monitoring of some water level RMS wells that have recently been dropped from DWR's monitoring program. It will also include support to GSAs in efforts to engage with entities conducting monitoring of groundwater quality RMS wells to ensure the specified chemical constituents are being monitored and the frequency of monitoring are consistent with the GSP. As part of this task, LSCE will also assist GSAs in addressing key data gaps identified in the GSP. One notable data gap includes identification of additional RMS wells or supplemental monitoring network wells in select areas of the Subbasin. This task will include review of well completion reports on file and coordination with DWR, as necessary, to evaluate candidate wells for potential inclusion in the GSP monitoring program. Efforts related to ensuring GSP monitoring and data gaps are addressed as necessary for fulfilling GSP implementation.

Task 3: Ongoing Evaluation and Tracking of Local Groundwater Conditions in the Northwest Focus Area

LSCE will perform ongoing evaluation of the occurrence and causes related to localized groundwater level declines in the northwestern part of the Solano Subbasin. The Northwest Focus Area was found in the Solano Subbasin GSP as an area of special interest and attention because of declines in groundwater levels that have occurred over the historical base period evaluated in the GSP. This task will include coordination with Yolo Subbasin on efforts to understand changes in land use conditions and water demands in the area of northwestern Solano Subbasin and southeastern Yolo Subbasin and how any changing water demands may relate to changing groundwater levels in the Northwest Focus Area. LSCE will also provide technical support and coordination with the Dixon and Solano Resource Conservation Districts (RCDs) on targeted outreach related to potential recharge opportunities in the northwestern part of the Solano Subbasin. Continued evaluation of groundwater conditions in the Northwest Focus Area is highlighted in the Solano Subbasin GSP as a key interest in the Subbasin and understanding conditions (i.e., hydrogeologic, land use, water supply) associated with groundwater level declines in this part of the Subbasin is critical for maintaining sustainable groundwater management and avoiding undesirable results in the Subbasin.

Task 4: Model Updates and Application

Task 4 includes implementing improvements to water use and groundwater extraction inputs in Solano IHM, with emphasis on improving estimations of urban water demands and water demands met by shallow groundwater. This task will integrate separate work done on refining water use and pumping estimates using new data sources (e.g., OpenET, surface water diversions data, land use data), included as a task in a recent grant application (if awarded) and/or potentially supported through funding by the Solano County Water Agency (if approved). Model improvements could include refinements to land use data inputs, crop coefficients, urban area population density and other parameters, surface water delivery specifications, and consideration of simulation of direct groundwater uptake by plants in some

areas of the model domain. This task also involves applying the Solano IHM for additional scenario testing and/or zone budget analyses to inform groundwater management decision making.

Task 5: DWR Grant Application Support

Under this task LSCE will provide support during preparation of a grant application in response to DWR's Sustainable Groundwater Management Grant Program Final 2021 SGMA Implementation Guidelines and Proposal Solicitation Package (PSP) released on December 17, 2021. The PSP indicates the Round 2 grant solicitation for funding of GSP planning and implementation projects in medium and high priority subbasins is expected to open in September 2022. It is anticipated that over \$200 million in funding will be available in Round 2 to help comply with SGMA.

Task 6: Meeting Support

Task 6 involves providing support for meetings related to GSP implementation in the Subbasin. This task will include support for monthly Collaborative meetings (assumes approximately two-hour meetings occurring monthly), GSP implementation project team meetings (assumes approximately monthly 1.5-hour long meetings), and two public outreach meetings (assumes 8 hours for preparation and attendance at each meeting).

Task 7: On-Call SGMA Technical Assistance

Through this task, LSCE will provide technical assistance, as requested, to support GSP implementation activities in the Solano Subbasin. Services may include:

- Participation in stakeholder meetings and preparatory meetings in advance of stakeholder meetings
- Continued development of maps and other outreach materials to support stakeholder education and engagement efforts as part of facilitation services led by others (i.e., Ag Innovations)
- Supporting coordination and information-sharing with Groundwater Sustainability Agencies (GSAs) in adjacent basins, including the Yolo Subbasin
- Developing additional grant proposals to support GSP development, including proposals for the DWR Technical Support Services program or other GSP-related funding and support opportunities
- Other SGMA-related technical assistance as needed

Task 8: Project Management

This task includes general project management services including providing status updates, correspondence, or other effort in coordinating technical work on tasks included as part of this scope of services.

Cost Estimate

Table 1 details the estimated cost for the recommended activities proposed in Tasks 1 through 8. The estimated cost to complete these tasks is \$224,316.

The current LSCE Schedule of Fees is enclosed for your reference. We have also included Davids Engineering (DE) as a subcontractor to LSCE to assist with part of the Task 1 work. Specifically, DE is familiar with the surface water system to root zone part of the modeling tool and will assist with the development of water use information as required for Annual Reports. In the event that the Solano Collaborative requests out-of-

MR. CHRIS LEE
APRIL 6, 2022
PAGE 6

scope work and additional funds are needed to complete the task(s), the Solano GSA (on behalf of the Solano Collaborative) will be contacted before proceeding with further work.

If you have any questions, or wish to discuss any of the above, we would be pleased to respond.

Sincerely,

LUHDORFF & SCALMANINI
CONSULTING ENGINEERS



Vicki Kretsinger Grabert
President/Senior Principal Hydrologist



Nick Watterson, PG, CHG
Principal Hydrogeologist

Enclosures:

Table 1 – Cost Estimate

LSCE Schedule of Fees

Table 1
Cost Estimate: Groundwater Services — Solano Subbasin GSP Implementation, Annual Reporting, Monitoring Support and Assistance
Fiscal Year 2022-2023

Task Description		Hours							Cost				
		Sr. Prin. Hydrol.	Prin. Hydrogeologist	Sr. Hydrogeol.	Pjt. Hydrogeol.	Staff Hydrogeol./Geol.	GIS/Data Tech.	Clerical	LSCE	Outside Services ¹	Subtask	Task	
Billing Rate (\$/hr)		\$235	\$225	\$200	\$165	\$150	\$142	\$97					
Task 1 – Annual Report for Solano Subbasin (includes water use accounting for all sectors)													
Task 1.1	Data acquisition, quality control review, and DMS updating of the following: PBO subsidence data (SCWA and PBO stations) and groundwater levels (DWR, SCWA, City of Vacaville, SID, Geotracker, USBR). Obtain/update publicly available groundwater quality data. Also includes acquisition of data necessary for the water budget reporting required for the SGMA Annual Report (e.g., groundwater extractions, surface water diversions/deliveries, surface water flow gage data). This involves coordination with location entities including SID, MPWD, RD2068, City of Vacaville, City of Dixon, City of Rio Vista, and other entities in the Delta Region and download and QC of riparian diversion data from eWRIMS and other surface water inflow data.	2	8		60	34	8		\$18,406		\$18,406		
Task 1.2	Update tables, figures and appendices with most current groundwater level (e.g., 2022 groundwater level contour maps) and subsidence data. Prepare change in groundwater storage maps. Prepare graph depicting water year type, groundwater use, annual change in storage, and cumulative change in storage, including January 1, 2015 to current water year.	2	8		40	30	8		\$14,506		\$14,506		
Task 1.3	Extend Solano IHM root zone (IDC) input files through current water year and run complete model to estimate water budget components. Compute and summarize annual groundwater extraction estimates for all water use sectors; estimate surface water supply used or available for use (or in lieu use). Summarize total water use. Prepare and summarize for water years 2015 through current water year, per SGMA requirements.	2	8		12				\$4,250	\$26,250	\$30,500		
Task 1.4.1	Draft report preparation and distribution	8	24		60			4	\$17,568		\$17,568		
Task 1.4.2	Final report preparation and distribution	4	8		16			2	\$5,574		\$5,574		
Task 1.4.3	Data upload to DWR Portal		2		8				\$1,770		\$1,770		
Task Total													\$88,324
Task 2 – Monitoring Network Coordination Support and Addressing Data Gaps													
Task 2.1	LSCE will assist GSAs in identifying WL RMS wells that have been dropped from historical monitoring programs (e.g., DWR) and coordinating efforts to continue monitoring these wells. LSCE will support GSA efforts to engage with entities conducting monitoring of WQ RMS to coordinate on GSP monitoring needs. This task does not include conducting required GSP monitoring.	4	12		36				\$9,580		\$9,580		
Task 2.2	This effort will contribute to filling key monitoring data gaps identified in the GSP. LSCE will support outreach efforts by the GSAs to solicit new RMS wells, as needed.	4	8		20				\$6,040		\$6,040		
Task Total													\$15,620
Task 3 – Ongoing Evaluation and Tracking of Local Groundwater Conditions in the Northwest Focus Area													
Task 3.1	Conduct ongoing evaluation of occurrence and causes of localized groundwater level declines. Coordination with Yolo Subbasin; coordinate with Dixon and Solano RCDs on targeted outreach related to potential recharge opportunities.	16	24		40				\$15,760		\$15,760		
Task Total													\$15,760



Table 1

**Cost Estimate: Groundwater Services — Solano Subbasin GSP Implementation, Annual Reporting, Monitoring Support and Assistance
Fiscal Year 2022-2023**

Task Description		Hours							Cost			
		Sr. Prin. Hydrol.	Prin. Hydrogeologist	Sr. Hydrogeol.	Pjt. Hydrogeol.	Staff Hydrogeol./Geol.	GIS/Data Tech.	Clerical	LSCE	Outside Services ¹	Subtask	Task
Billing Rate (\$/hr)		\$235	\$225	\$200	\$165	\$150	\$142	\$97				
Task 4 – Model Updates and Application												
Task 4.1	Implementing improvements to water use and groundwater extraction inputs in Solano IHM, with emphasis on improving estimations of urban water demands and water demands met by shallow groundwater. Will integrate separate work done on refining water use and pumping estimates using new data sources (e.g., OpenET, surface water diversions data, land use data), included as a task in a recent grant application (if awarded) and/or potentially supported through funding by the Solano County Water Agency (if approved).	12	32		80					\$23,220		\$23,220
Task 4.2	Application of Solano IHM for additional scenario testing and/or zone budget analyses.	4	12		24					\$7,600		\$7,600
Task Total												\$30,820
Task 5 – DWR Grant Application Support												
Task 5.1	DWR Fall 2022 GSP implementation funding PSP preparation and support	24	32		40					\$19,440		\$19,440
Task Total												\$19,440
Task 6 – Meeting Support												
Task 6.1	Support for Collaborative meetings	24	24		24					\$15,000		\$15,000
Task 6.2	GSP implementation project team meetings	18	12							\$6,930		\$6,930
Task 6.3	Outreach meeting support	16	16							\$7,360		\$7,360
Task Total												\$29,290
Task 7 – On-Call SGMA Technical Assistance												
Task 7.1	Continued development of maps and other outreach materials to support stakeholder education and engagement efforts as part of facilitation services led by others	12	12		12			6		\$8,082		\$8,082
Task 7.2	Supporting coordination and information-sharing with Groundwater Sustainability Agencies (GSAs) in adjacent basins, including the Yolo Subbasin	8	8		8					\$5,000		\$5,000
Task 7.3	Developing additional funding proposals to support GSP implementation	16	12							\$6,460		\$6,460
Task Total												\$19,542
Task 8 – Project Management												
Task 8.1	Project management and status updates	12	12							\$5,520		\$5,520
Task Total												\$5,520
Totals		42	102	0	292	64	16	6	\$93,454	\$26,250		\$224,316

1. Includes outside services fee of 5%.

EXHIBIT B
RATE OF COMPENSATION



500 FIRST STREET • WOODLAND, CA 95695

2022 SCHEDULE OF FEES

ENGINEERING AND RELATED FIELD SERVICES

Professional*

Senior Principal	\$235/hr.
Principal Professional.....	\$225 to 230/hr.
Supervising Professional	\$210 to 220/hr.
Senior Professional	\$175 to 210/hr.
Project Professional	\$155 to 175/hr.
Staff Professional	\$135 to 155/hr.

Technical

Engineering Inspector	\$140/hr.
ACAD Drafting/GIS	\$142/hr.
Engineering Assistant.....	\$115 to 140/hr.
Scientist.....	\$115 to 140/hr.
Technician.....	\$115 to 140/hr.

Clerical Support

Word Processing, Clerical.....	\$90/hr.
Digital Communications Specialist	\$90 to 100/hr.
Project Admin/Accounting Assistant	\$90 to 110/hr.

Vehicle Use	\$0.58/mi.
Subsistence	Cost Plus 15%
Groundwater Sampling Equipment (Includes Operator)	\$170.00/hr
Copies	\$0.20 ea.
Professional or Technical Testimony	200% of Regular Rates
Technical Overtime (if required)	150% of Regular Rates
Outside Services/Rentals	Cost Plus 15%
Services by Associate Firms	Cost Plus 15%

* Engineer, Geologist, Hydrogeologist, and Hydrologist

**ACTION OF
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY**

DATE: June 9, 2022

SUBJECT: Solano Subbasin Groundwater Sustainability Agency Procurement Policy

RECOMMENDATIONS:

Adopt Solano Subbasin Groundwater Sustainability Agency Procurement Policy.

FINANCIAL IMPACT:

None.

BACKGROUND:

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

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

The draft Procurement Policy would authorize the General Manager to issue contracts up to \$45,000 without prior Board approval and to issue Purchase Orders up to \$10,000. This is in line with other similar agencies within Solano County.

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 June 9, 2022, by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford,
Secretary to the Solano Groundwater Sustainability Agency

Solano Subbasin Groundwater Sustainability Agency Procurement Policy

June 9, 2022

1. Introduction

The purpose of the Procurement Policy sets forth how purchasing activities should be conducted at Solano Subbasin Groundwater Sustainability Agency (Agency). This policy was written to provide guidance to Agency staff in procuring good and services.

2. Intent

Purchases shall be made as needed, in order to provide the Agency with maximum benefit for minimum expenditures. It is also essential that purchases of all goods, supplies, services, and construction items be done by the Agency in a fair and open manner that promotes public confidence in the Agency and reinforces the public perception of fairness and equal opportunity for all competing vendors offering their products or service to the Agency. Consistent with the above guidelines, purchases should be made from vendors located within the boundaries of the Agency when cost, quality and delivery times are equal to or better than competing quotes from distant areas. State law forbids any director or other officer of the Agency from being interested, directly or indirectly, in any contract awarded or to be awarded by the Board, or in the profits to be derived from it.

A. Ethics and Code of Conduct

Agency staff who are involved in any aspect of purchasing goods and services for the Water Agency are to adhere to the Purchasing Code of Ethics:

Agency employees shall not solicit, demand, accept, or agree to accept a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement, specification, standard, or contract.

3. Procedure

- A. Identify needs
- B. Ensure the purchase is budgeted and funds are available
- C. Identify type of purchase, i.e., professional service, material/equipment or supply or construction project and follow the appropriate process as defined in this policy to determine the vendor/contractor and/or make purchases
- D. Expedite, receive, and verify receipt of goods and services
- E. Submit timely payment information

4. Types of Purchases

A. Construction Contracts for Public Projects

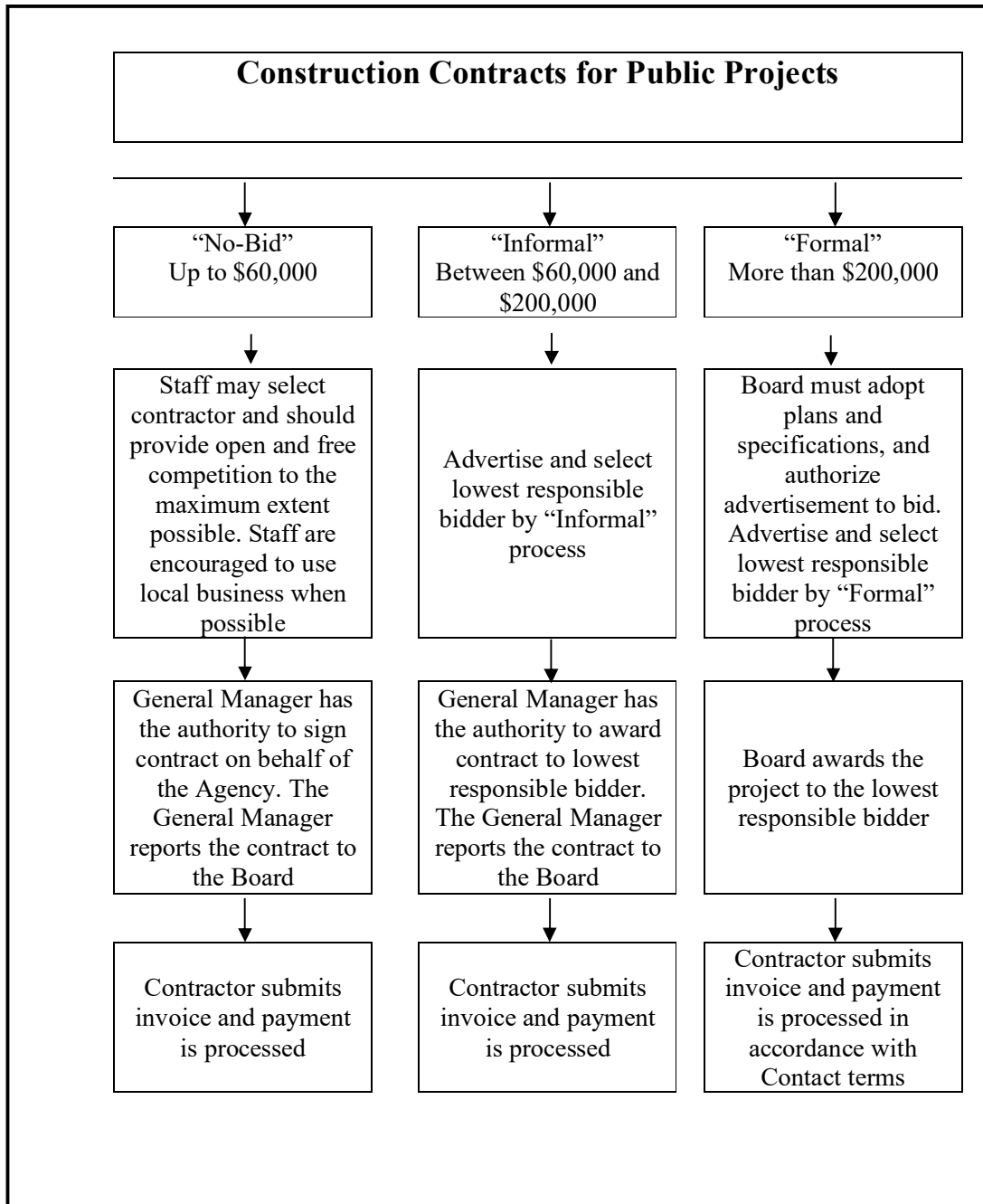
The Agency has elected to become subject to the Uniform Public Construction Cost Accounting Act (UPCCAA). The policies and procedures specified by the UPCCAA

govern how the Agency conducts procurement of construction projects. Information on the Uniform Public Construction Cost Accounting Procedures is in file A-20B and the most recent publication and amendments can be found at http://www.sco.ca.gov/ard_cuccac.html.

Applicable “public projects” are defined in 22002 of the UPCCAA and does not include stipulated “maintenance work”. Staff shall review these definitions to determine applicability in each case. The General Manager shall make final determination if projects fall under the classification of “public project” or “maintenance work” when necessary.

- i. Contract Change Orders** - General Manager can approve Construction Change Orders up to 15% of project cost or \$50,000, whichever is less (Board action 10/13/05). General Manager shall report change orders to the Board. Any change orders above this amount must be approved by the Board. In other words, once the Board threshold is reached, all further change orders, no matter how small, must be approved by the Board.
- ii. Construction Projects Bidding Process**
 - a.** No-bid Process – Public projects of \$45,000* or less may be performed by force account or negotiated contract. Small Construction Contract form is used.
 - b.** Informal Bid Process – In accordance with 22034 of UPCCAA. May utilize Small Construction Contract form but may require a more formal document depending on level of risk and liability.
 - c.** Formal Bid Process – In accordance with 22037, 22038, and 22039 of UPCCAA. Formal bid documents required.

Construction Contracts – Steps to Follow



B. Professional and Non-Professional Services

i. Professional Services

Professional services include engineers, architects, scientific researchers, surveyors, financial experts, auditors, and legal services. This category is to include consultants of a technical nature where we are hiring them based upon their technical expertise.

ii. Non-Professional Services

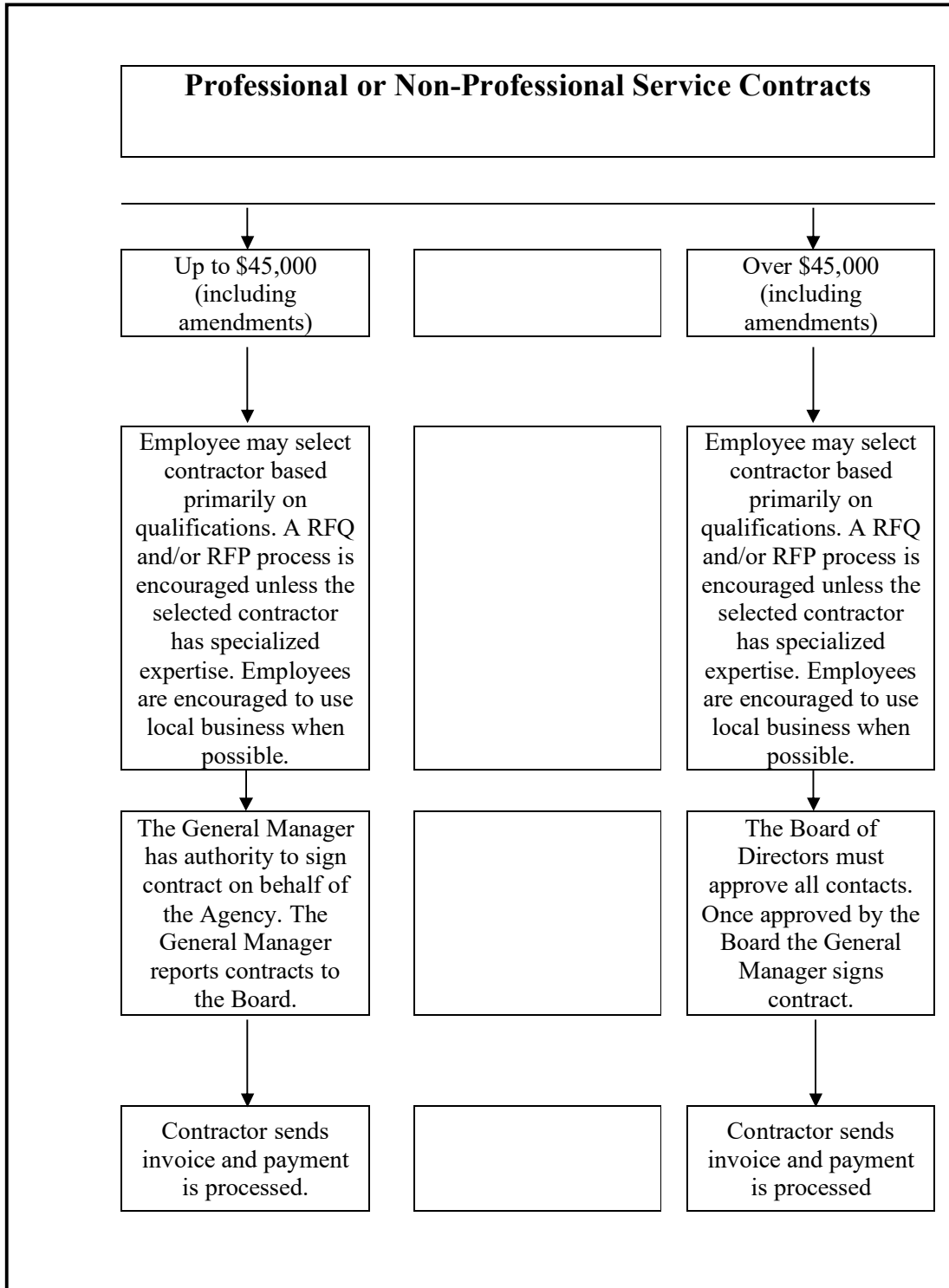
Non-Professional Services includes service contracts that are not professional services. Examples of these are material suppliers, janitorial services, landscapers, and painters

iii. Method for Obtaining Professional or Non-Professional Services

- a.** The Request for Qualifications (RFQ) - A RFQ is a solicitation to a wide variety of consultants requesting their qualifications to perform the project. A RFQ does not require the consultants to prepare a proposal for the service. The RFQ is used to determine consultants who will be issued an RFP for the project. The RFQ is used when there are a wide variety of consultants that are qualified to perform the work.
- b.** Requests for Proposals (RFP) –A RFP is sent to a smaller group of consultants than an RFQ. An RFP requests their qualifications, a proposal to perform the work and schedule of their rates. An RFP can be the second stage of an RFQ/RFP process or a single step when only a small number of consultants are qualified to perform the project.
- c.** The General Manager will determine which process for procurement of services is selected.
- d.** Once the most qualified consultant is identified, staff negotiates an agreement that includes cost considerations. If an agreement cannot be reached with the most qualified consultant, the second most qualified consultant is negotiated with and the process continues. If none of the qualified consultants can come to an agreement with the Agency, sole source procurement is authorized.

- iv. Contract Amendments** – The General Manager can approve professional or non-professional service contract amendments up to 10% of the original contracted amount within a one-year period as long as the additional funds are included in the current fiscal year budget. The General Manager shall report contract changes to the Board at each Board meeting. Any amendments above this amount must be approved by the Board. In other words, once the 10% change threshold has been reached within a one-year period, all further amendments must have Board approval.

Steps to Follow for Professional or Non-Professional Services

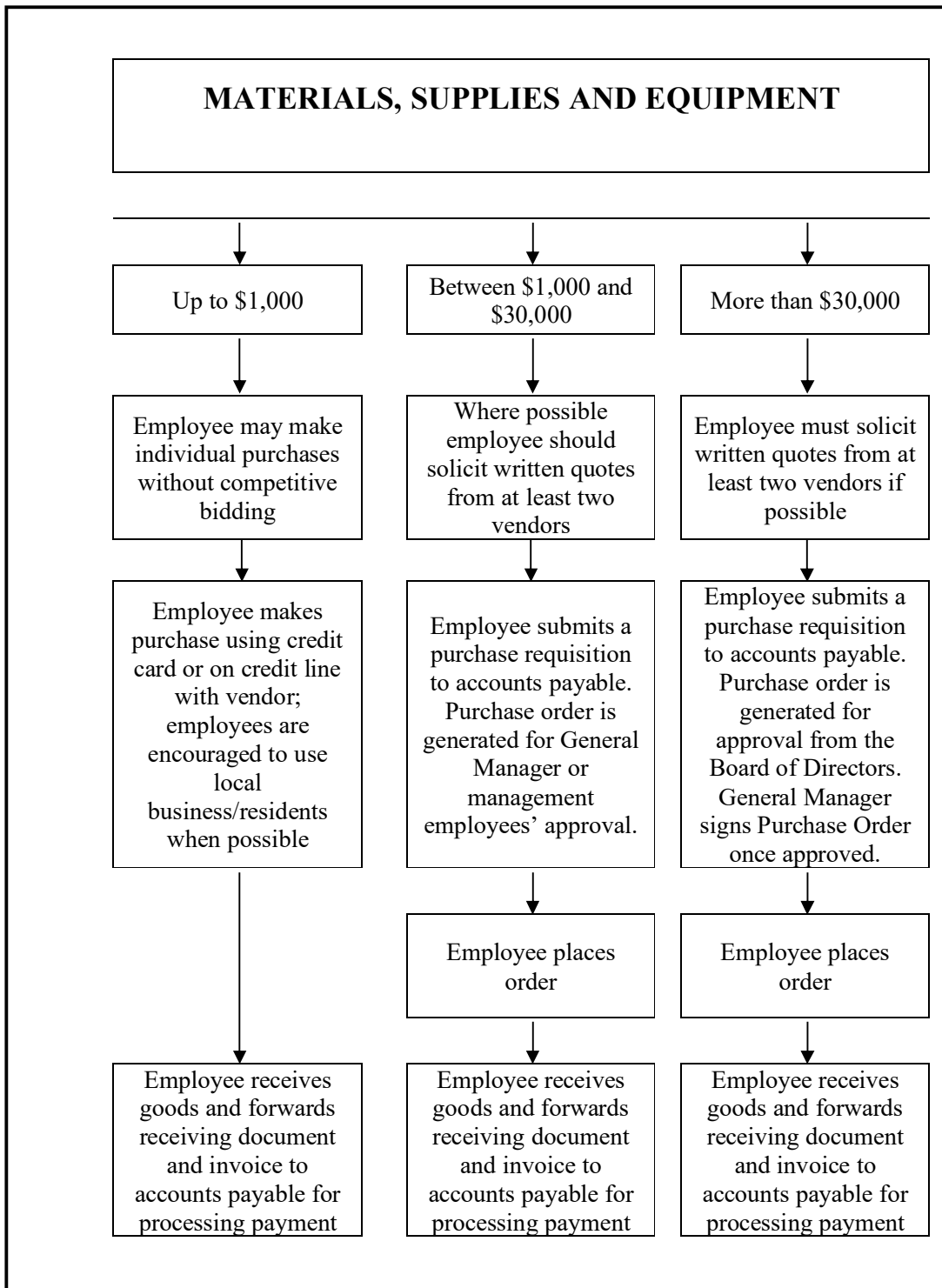


C. Materials, Supplies, and Equipment

Material Supplies and Equipment are items that are not construction or professional/non-professional service related.

- i. **Specifications:** Employee should follow the steps outlines below and include in writing on the receipt or purchasing documentation what the purchase is for and why it is needed.
- ii. **Contract Change Orders** – The General Manager can approve purchase order amendments up to 10% of the original purchase order amount within a one-year period as long as the additional money is included in the current fiscal year budget. Any amendments above this amount must be approved by the Board. In other words, once the 10% change threshold has been reached within a one-year period, all further amendments must be Board approved.

Steps to Follow for Materials, Supplies and Equipment



5. **Board Pre-approved Items** - The Board annually revises and confirms pre-approved payments in the month of June. Check the operable June Action Item for the current list.

6. **Methods of Purchase**

- A. Accounts – The Agency has accounts with several vendors to buy items on credit.
- B. Purchase Orders – Purchase Orders are not to be used for Professional Services and construction projects. They can be used for Non-professional services if there is a low liability. Purchase orders are generally used for supplies. For Purchase Orders \$30,000 or less, the General Manager and management employees can sign on behalf of the Board. Purchase orders over \$30,000 must be approved by the Board. Purchase Orders \$30,000 or less are not reported to the Board.
- C. If a purchase order has been approved by the Board of Directors the General Manager can approve purchase order amount changes up to 10% of the total approved purchase cost within the fiscal year. Any purchase orders changed above this amount must be approved by the Board. In other words, once the 10% change threshold is reached, all further purchase order revisions, no matter how small, must be approved by the Board.

7. **Sole Source Procurement** – Sole source procurement is authorized if one of the following conditions are met:

- A. The item or service is specialized, or requires specific knowledge that only one business or consultant has that leads to project efficiencies
- B. Is a continuing project that the business or consultant has worked on before that leads to efficiencies.
- C. The item or service is being purchased through a Federal, State, or any Cooperative Purchasing Program contract or agreement that has been competitively solicited.
- D. An emergency occurs.
- E. The item or service is less than \$45,000 for contracts, or less than \$30,000 for purchase orders; however, RFP/RFQ are always encouraged.

8. **Local Vendor Preference Policy**

A. Local Preference

In order to encourage businesses to locate and remain in the County the Agency has implemented a local preference policy.

B. Definition of Local Business

For purposes of this section, a “local business” means a business enterprise which has the following:

- i. a valid business license issued from within the Solano County; and
- ii. its principal business office, or a satellite office with at least one full-time employee, located in Solano County.

C. Preference:

- i.** Where the lowest responsible bidder is not a local business, the Agency will provide the lowest responsible local business bidder, should one exist and its bid is within five percent (5%) of the lowest responsible bidder, with notice and an opportunity to reduce its bid to match that of the lowest responsible bidder. Notice shall be by telephone and either facsimile or electronic mail. The local business shall have five (5) business days after the date of such notice to match the lowest bid, in writing. Should the local business so match, it shall be deemed the lowest responsible bidder and receive the award.
- ii.** Should the lowest responsible local business bidder decline to match as set forth above, the Agency shall provide the next lowest responsible local business bidder, should one exist, and its bid is within five percent (5%) of the lowest responsible bidder, with the same notice and opportunity to match the bid of the lowest responsible bidder as above. This process shall continue as necessary, until an award is made either to a responsible local business bidder within five percent (5%) of the lowest responsible bidder, or the lowest responsible bidder itself.
- iii.** In instances where a local business and a non-local business submit equivalent, lowest responsible bids, the Agency shall give preference to the local business.
- iv.** No contract awarded to a local business under this section shall be assigned or subcontracted in any manner that permits more than fifty percent (50%) or more of the dollar value of the contract to be performed by an entity that is not a local business.
- v.** Exceptions – This section is made expressly inapplicable to projects to the extent the application would be prohibited by state or federal law.

**ACTION OF
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY**

DATE: June 9, 2022

SUBJECT: Groundwater Sustainability Plan Implementation Funding Discussion

RECOMMENDATIONS:

- 1. Receive update on Groundwater Sustainability Plan Implementation Funding.
- 2. Open Forum for Stakeholders to ask questions related to Groundwater Sustainability Plan Implementation Funding.

FINANCIAL IMPACT:

None.

BACKGROUND:

Staff will provide an update on status of Groundwater Sustainability Plan Implementation Funding.

Board Chair to open forum for stakeholders to ask questions related to Groundwater Sustainability Plan Implementation Funding.

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 June 9, 2022, by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford,
Secretary to the Solano Groundwater Sustainability Agency