

SOLANO SUBBASIN

GROUNDWATER SUSTAINABILITY AGENCY

BOARD OF DIRECTORS:

Chair:

Supervisor Mitch Mashburn
Solano County District 5

Vice Chair:

Mayor Ron Kott
City of Rio Vista

DIRECTORS:

Mayor Steve Bird
City of Dixon

Director Benjamin Voight
California Water Services

Director Spencer Bei
Dixon Resource
Conservation District

Director Chris Holdener
Maine Prairie Water District

Director Dale Crossley
Reclamation District No. 2068

Supervisor John Vasquez
Solano County District 4

Director Chris Calvert
Solano County Farm Bureau

Director Kurt Balasek
Solano Resource
Conservation District

SECRETARY/TREASURER:

Chris Lee
Solano County Water Agency

BOARD OF DIRECTORS MEETING

DATE: Thursday, June 13, 2024

TIME: 5:00 P.M.

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

Remote participation available under AB 2449:

Please review insert after agenda regarding AB 2449.

Zoom Information

<https://us02web.zoom.us/j/88312490746?pwd=cDA3N0pUWFdQTWVvNXRlT01sUVdz09>

Meeting ID: 883 1249 0746/Passcode: 810810

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

Dial by your location: +1 669 900 6833

1. **CALL TO ORDER**

2. **ROLL CALL**

(A) Announcement Pursuant to AB 2449 (if any)

3. **PLEDGE OF ALLEGIANCE**

4. **APPROVAL OF AGENDA**

5. **PUBLIC COMMENT**

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

6. **CONSENT ITEMS**

(A) Minutes: Approval of the Minutes of the Board of Directors meeting of October 12, 2023.

- (B) Minutes: Approval of the Minutes of the Board of Directors meeting of April 11, 2024.
- (C) Expenditure Approvals: Approval for August 1, 2023, to May 31, 2024, checking account register.
- (D) Quarterly Financial Reports: Approve the Income Statement and Balance Sheet of June 2024.

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

RECOMMENDATION: For information only.

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

RECOMMENDATION: For information only.

9. **SOLANO GROUNDWATER SUSTAINABILITY AGENCY BUDGET FOR FISCAL YEAR 2024-2025** *(estimated time: 20 minutes)*

RECOMMENDATION: Hear Staff report and consider adoption of the Solano Groundwater Sustainability Agency's fiscal year 2024-2025 budget.

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

RECOMMENDATIONS:

- (A) Pre-Approval of Fiscal Year 2024-2025 Payments: Pre-approval of specified categories of bills for fiscal year 2024-2025.
- (B) Consultant Services Contracts: Authorize General Manager to execute agreements for the following consultant services for work through fiscal year 2024-2025.
 - 1. Ag Innovations, GSP Facilitation Services-new contract-contract limit of \$135,320;
 - 2. Dixon Resource Conservation District, GSP Implementation Activities, new contract-contract limit of \$161,000.
 - 3. Luhdorff & Scalmanini Consulting Engineers, GSP implementation actions-new contract-contract limit of \$1,680,416.
 - 4. Solano Resource Conservation District, Ag Water Efficiency Program-new contract-contract limit of \$80,000.
 - 5. Solano Resource Conservation, SGMA and GSP Compliance-new contract-contract limit of \$368,000.

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

Thursday, August 8, 2024, 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.

AB 2449 Provides Remote Options for Public Agencies

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

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

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

“Emergency circumstances” are defined as follows:

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

Notice Must be Provided to Utilize AB 2449’s Provisions

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

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

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

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

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

MEETING DATE: October 12, 2023

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

Mayor Steve Bird, City of Dixon
Mayor Ron Kott, City of Rio Vista
Supervisor John Vasquez, Solano County District 4
Supervisor Mitch Mashburn, Solano County District 5
Director Dale Crossley, Reclamation District 2068
Director Spencer Bei, Dixon Resource Conservation District

CALL TO ORDER

The meeting was called to order at 5:00-pm by Chair Supervisor Mashburn.

APPROVAL OF AGENDA

On a motion by Mayor Kott and a second by Spencer Bei the Board unanimously approved by roll call vote the Agenda.

PUBLIC COMMENT

There were no public comments.

CONSENT ITEMS

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

- (A) Minutes
- (B) Expenditure Approvals

BOARD MEMBER REPORTS

There were no Board member reports.

SECRETARY/TREASURER REPORT

Secretary Chris Lee shared with the GSA Board that he met with Jan Sramek, the CEO of Flannery Associates. Mr. Lee informed the Board that about half of the Flannery parcels are within the Solano Subbasin, but many of the parcels are in areas of limited groundwater. Flannery Associates did express interest in the NBA Water Plus project.

Supervisor Vasquez indicated that the GSA or the Water Agency may want to start looking at groundwater in the upper Suisun Valley, Green Valley, and the western portion of the County. There may also be concerns with septic tanks and potential water quality concerns. Mr. Lee shared that since this is outside of the Solano Subbasin, it may be more appropriate for the Water Agency Board to consider or even a joint County – Water Agency effort. Supervisor Mashburn shared that this may be timely, as there is federal funding to help address climate change impacts and funds to mitigate potential salinity and sea level rise impacts.

GENERAL COUNSEL LEGAL SERVICES

Secretary Chris Lee shared with the GSA Board that a SCWA Board subcommittee comprised of Mayor Moy, Director Kluge, and the General Manager reviewed six applications and unanimously selected Downey Brand for General Legal Counsel Services. Since staff will be recommending Downey Brand as the legal counsel for the Water Agency, Mr. Lee recommends the GSA Board to consider this as well. Downey Brand also represents the Maine Prairie Water District and Reclamation District 2068. Mr. Lee informed the GSA Board that while he doesn't see any conflicts, Downey Brand has a large number of attorneys, should a conflict arise.

On a motion by Director Crossley and a second by Director Bei the Board unanimously approved by roll call vote the following items:

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

**AMENDMENT 1 TO JOINT POWERS AGREEMENT CREATING THE SOLANO
SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY**

Secretary Chris Lee informed the GSA Board that this will likely be a standing item. When the GSA was formed, several entities were included that no longer exist. The existing agreement requires all GSA Board members to unanimously vote for changes to the JPA agreement. Mr. Lee recommended that this be a standing item until it is approved.

AMENDMENT 1 TO GENERAL STAFFING AGREEMENT BETWEEN THE SOLANO COUNTY WATER AGENCY AND THE SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

Secretary Chris Lee provided some background on the staffing agreement. The existing agreement provides SCWA staff time at no cost to the GSA. At the August 10, 2023, SCWA Board Meeting, the SCWA Board recommended that staff time now be charged to the GSA, since a dedicated funding source has been established. Supervisor Vasquez recommended that all of the prior costs be noted, so that everyone recognizes that SCWA provided a huge value to the GSA.

On a motion by Mayor Kott and a second by Supervisor Mashburn the Board approved by roll vote the following items:

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

Director Bei voted no.

UPDATE ON SUSTAINABLE GROUNDWATER MANAGEMENT GRANT PROGRAM

Secretary Chris Lee provided an update on the \$4.4-million Sustainable Groundwater Management Grant from DWR. Mr. Lee briefly went over the key funding components of the DWR grant, which include (i) GSP Implementation, Outreach, and Compliance, (ii) GSP Monitoring and Data Management, (iii) Supporting Groundwater Use Management Actions, and (iv) Water Replenishment and Reliability. The Water Agency will be working closely with the Dixon RCD and County staff to put in additional wells and groundwater monitoring. As part of the grant, a web interface will be created to share the data. The grant will look at the interconnection of surface and groundwater. There is also funding to support multi-benefit groundwater recharge projects as well as planning support for the City of Vacaville to look at recycled water. The grant will go through April 2026 and includes 3 fiscal years of funding.

The GSA Board asked several questions, including how does the Solano Subbasin work with the Yolo and Colusa Subbasins. Additionally, does it make sense to consolidate some of the other Solano GSAs such as SID, Vacaville, and North Delta into one GSA for the region. Mr. Lee shared that at a staff level, he already works closely with the Yolo County GSA. The Yolo County GSA also received a large grant from DWR that includes potential work in the Northwest Focus area on the Yolo County side. Director Crossley recommended that Mr. Lee as

well as the Solano GSA Board members should meet with the Yolo GSA Board members. Mr. Lee shared that on the Solano side, they have tried to get the various Solano GSA Board members to meet, and scheduling has been very difficult. There was some additional discussion on the conversion of orchards back into row crops, and the ability to do groundwater recharge. Supervisor Mashburn shared that if there is interest in consolidating the Solano GSAs, it would be helpful to have the policy focused Board members from each of the GSAs meet.

TIME AND PLACE OF NEXT MEETING

The time and place of the next meeting is Thursday, November 9, 2023, at 5:00pm.

ADJOURNMENT

The meeting of the Solano Subbasin Groundwater Sustainability Agency Board of Directors was adjourned at 5:42-pm.

Chris Lee
Secretary to the Solano Subbasin
Groundwater Sustainability Agency

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

MEETING DATE: April 11, 2024

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
Director Chris Calvert, Solano RCD
Supervisor John Vasquez, Solano County District 4
Supervisor Mitch Mashburn, Solano County District 5

CALL TO ORDER

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

APPROVAL OF AGENDA

Absent a quorum, no action was taken.

PUBLIC COMMENT

There were no public comments.

CONSENT ITEMS

Absent a quorum, no action was taken.

BOARD MEMBER REPORTS

There were no Board member reports.

SECRETARY/TREASURER REPORT

Secretary Chris Lee provided a brief update to the Board on current hydrologic conditions. Lake Berryessa is full but not spilling. DWR conducted their 4th snow survey which was above 100% of average. On the State Water Project (SWP), DWR has been unable to fill San Luis Reservoir due to the presence of steelhead in the South Delta, which has led to pumping curtailment. On other items, Water Agency staff have given several presentations on the Bay-Delta Plan Update and Healthy Rivers and Landscape (HRL) program, and why the HRL is a better approach for

Solano County. There will be a State Water Board Workshop on the HRL program on April 23-25. Lastly, for the Solano Subbasin GSA, a remaining issue continues to be the inability to obtain a quorum.

SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY PLAN ANNUAL REPORT

Secretary Chris Lee informed the Board that this is our 3rd annual GSP report. Nick Watterson with Luhdorff & Scalmanini provided an overview of the annual report. The primary purpose of the report is to address key SGMA requirements. One item that has been folded in, is the County and others were doing groundwater monitoring in the region before SGMA, which is included in the annual GSP report. The purpose of the annual GSP report, is to include any corrective actions. In January 2024, the Solano Subbasin GSP was approved by DWR, with DWR in agreement that the Solano Subbasin was overall in good, stable condition with an appropriate path forward. For the most recent annual report, the basin did see groundwater levels and storage increase. Additionally, the subbasin was awarded a \$4.3 million implementation grant from DWR. The grant will include a public monitoring web portal to see well data and water quality, outreach and education efforts, as well as planning for several implementation projects.

For 2023, Davis received 28-inches of rain (10-inches more than normal). Groundwater levels decline and recover based upon local precipitation. For 2023, there was an annual increase of 43,000-AF of storage in the Upper Tehama. For the Basal Tehama, which is under great pressure, changes in water level result in only very small increases in storage due to the pressure. There was an estimated increase of 53-AF. For annual pumping, 2023 had 50,000-AF of pumping, compared to 100,000-AF in 2022. There tends to be less groundwater pumping in wet years.

Historically, subsidence has not been a significant concern for Solano County. The data continues to show that subsidence is still not a significant issue. For Solano, the aquifers are sand and silt, which is generally elastic. In the San Joaquin Valley, you have clay layers, which can have inelastic subsidence.

For water quality, the new nitrate data showing a larger influence than previously thought. As part of the Irrigated Lands Program, domestic wells are required to be sampled for nitrate. While water quality does not necessarily fall under the responsibility of the GSA, it is included in the annual reports.

On GSP implementation items, we will be increasing the frequency of water level monitoring, hosting a web map application, having a well and surface water diversion inventory, conducting education and outreach efforts, helping to fund recycled water projects, looking at land management policies and incentives, and addressing a handful of DWR recommended corrective actions for the GSP.

The GSA Board requested staff to send everyone a copy of the letter to address the lack of attendance, as well as attendance history. This will be brought back as an agenda item, on how to remove members from the JPA.

Mr. Lee shared with the GSA Board, that there is another workshop with other GSA members on April 24 at 5pm.

TIME AND PLACE OF NEXT MEETING

The time and place of the next meeting is Thursday, June 13, 2024, at 5:00pm.

ADJOURNMENT

The meeting of the Solano Subbasin Groundwater Sustainability Agency Board of Directors was adjourned at 5:59pm.

Chris Lee
Secretary to the Solano Subbasin
Groundwater Sustainability Agency

**ACTION OF
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY**

DATE: **June 13, 2024**

SUBJECT: **Expenditure Approvals**

RECOMMENDATIONS:

Approve expenditures for the Agency checking account for March through May 2024 (cumulative from October 1, 2023).

FINANCIAL IMPACT:

All expenditures are within previously approved budget amounts.

BACKGROUND:

The Agency auditor has recommended that the Board of Directors approve all expenditures (in arrears). Attached is a summary of expenditures from the Agency’s checking account for March through May 2024 (cumulative from October 1, 2023). Additional backup information is available upon request.

Recommended: _____
Chris Lee, Secretary

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

Modification to Recommendation and/or other actions:

I, Chris Lee, Secretary to the Solano Groundwater Sustainability Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on June 13, 2024, by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Chris Lee,
Secretary to the Solano Groundwater Sustainability Agency

SOLANO GSA
Check Register
For the Period From Mar 1, 2024 to Jun 30, 2024

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee ID	Payee	Invoice/CM #	Invoice Date	Trans Amount	Amount
1074	3/27/24	LUHD	LUHDORFF & SCALMANINI	41033	3/12/24	54,334.55	54,334.55
1075	4/2/24	AGINNO	AG INNOVATIONS	3519	2/29/24	6,884.00	6,884.00
1077	5/17/24	AGINNO	AG INNOVATIONS	3532	3/31/24	4,542.65	
1077	5/17/24	AGINNO	AG INNOVATIONS	3577	4/30/24	6,951.76	11,494.41
1078	5/17/24	LUHD	LUHDORFF & SCALMANINI	41143	4/15/24	77,073.05	
1078	5/17/24	LUHD	LUHDORFF & SCALMANINI	41278	4/30/24	58,016.70	135,089.75
1078	5/17/24	LUHD	LUHDORFF & SCALMANINI				
Total						207,802.71	207,802.71

SOLANO GSA
Balance Sheet
June 30, 2024

ASSETS

Current Assets			
1020AC	CHECKING - SP/ADMIN	\$	818,149.97
1210SC	ACCOUNTS RECEIVABLE - SP/ADMI		<u>36,027.00</u>
	Total Current Assets		854,176.97
Property and Equipment			
	Total Property and Equipment		<u>0.00</u>
Other Assets			
	Total Other Assets		<u>0.00</u>
	Total Assets	\$	<u><u>854,176.97</u></u>

LIABILITIES AND CAPITAL

Current Liabilities			
	Total Current Liabilities		<u>0.00</u>
Long-Term Liabilities			
	Total Long-Term Liabilities		<u>0.00</u>
	Total Liabilities		0.00
Capital			
39005	Retained Earnings	\$	774,482.73
	Net Income		<u>79,694.24</u>
	Total Capital		<u>854,176.97</u>
	Total Liabilities & Capital	\$	<u><u>854,176.97</u></u>

SOLANO GSA
Check Register
For the Period From Oct 1, 2023 to Mar 31, 2024

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
1065	11/30/23	AG INNOVATIONS	1020AC	15,054.00
1066	12/7/23	ACWA/JPIA	1020AC	1,620.00
1067	12/28/23	AG INNOVATIONS	1020AC	7,359.03
1068	12/28/23	LUHDORFF & SCALMANINI	1020AC	119,254.3
1069	1/8/24	ASSOC OF CA WATER AGENCIES	1020AC	3,055.00
1070	1/23/24	AG INNOVATIONS	1020AC	3,325.77
1071	2/13/24	LUHDORFF & SCALMANINI	1020AC	107,615.7
1072	2/27/24	AG INNOVATIONS	1020AC	11,523.50
1072V	2/27/24	AG INNOVATIONS	1020AC	-11,523.5
1073	2/27/24	AG INNOVATIONS	1020AC	11,523.50
1074	3/27/24	LUHDORFF & SCALMANINI	1020AC	<u>54,334.55</u>
Total				<u><u>323,141.9</u></u>

SOLANO GSA
Balance Sheet
March 31, 2024

ASSETS

Current Assets			
1020AC	CHECKING - SP/ADMIN	\$	710,358.03
1210SC	ACCOUNTS RECEIVABLE - SP/ADMI		<u>68,027.00</u>
	Total Current Assets		778,385.03
Property and Equipment			
	Total Property and Equipment		<u>0.00</u>
Other Assets			
	Total Other Assets		<u>0.00</u>
	Total Assets	\$	<u><u>778,385.03</u></u>

LIABILITIES AND CAPITAL

Current Liabilities			
2020SC	ACCOUNTS PAYABLE-SP/ADMIN	\$	6,884.00
	Total Current Liabilities		6,884.00
Long-Term Liabilities			
	Total Long-Term Liabilities		<u>0.00</u>
	Total Liabilities		6,884.00
Capital			
39005	Retained Earnings		774,482.73
	Net Income		<u>(2,981.70)</u>
	Total Capital		<u>771,501.03</u>
	Total Liabilities & Capital	\$	<u><u>778,385.03</u></u>

SOLANO GSA
Operating Budget Report - Administration
For the Nine Months Ending March 31, 2024


		Annual Budget	Current Month Activity	Year to Date Activity	% of
<u>Expenses</u>					
<u>Administrative Expenses</u>					
6090AC	MEMBERSHIPS	\$ 0.00	\$ 0.00	\$ 3,055.00	0.00
6100AC	PPTY TAX ADMIN FEE	0.00	0.00	2,554.85	0.00
6126AC	LEGAL COSTS	10,000.00	0.00	0.00	0.00
6130AC	Project Mgt & Status Updates	70,975.00	0.00	0.00	0.00
6350AC	INSURANCE	0.00	0.00	1,720.00	0.00
6990AC	CONTINGENCY-ADMINISTRA	4,750.00	0.00	0.00	0.00
	Subtotal Admin Expenses	85,725.00	0.00	7,329.85	8.55
<u>GSP IMPLEMENTATION</u>					
6141AC	OUTREACH & EDUCATION	75,354.00	0.00	0.00	0.00
6142AC	GSP REPORTING & UPDATES	0.00	54,334.55	367,175.72	0.00
6143AC	MONITORING & DMS MGT	206,170.00	0.00	0.00	0.00
6145AC	GRANT WRITING	19,624.00	0.00	0.00	0.00
6146AC	ON-CALL SIGMA SUPPORT	13,660.00	0.00	0.00	0.00
6147AC	TECHNICAL SUPPORT FOR OU	35,904.00	0.00	0.00	0.00
6148AC	GSP ANNUAL REPORT	118,644.00	0.00	0.00	0.00
6149AC	MODEL UPDATES	33,180.00	0.00	0.00	0.00
6164AC	DWR RESPONSE TO GSP REVI	14,760.00	0.00	0.00	0.00
	Subtotal Other Services	517,296.00	54,334.55	367,175.72	70.98
<u>Capital Expenditures</u>					
	Subtotal Capital Expenditures	0.00	0.00	0.00	0.00
	Total Expenses	603,021.00	54,334.55	374,505.57	62.10
<u>Revenues</u>					
4402AC	INTEREST - MONEY MGMT	0.00	0.00	3,804.87	0.00
4922AC	GSA GSP COST SHARE REVENU	112,482.00	10,000.00	112,304.00	99.84
4924AC	PROP 218 CHARGE	547,291.00	0.00	255,485.22	46.68
	Total Revenues	659,773.00	10,000.00	371,594.09	56.32
	Net	\$ 56,752.00	\$ (44,334.55)	\$ (2,911.48)	(5.13)

SOLANO SUBBASIN

GROUNDWATER SUSTAINABILITY AGENCY

MEMORANDUM

TO: Board of Directors

FROM: Chris Lee, Secretary to the Board of Directors 

DATE: June 6, 2024

SUBJECT: June General Manager/Secretary Report

Sustainable Groundwater Management Grant Program

Last fall, the Solano Subbasin GSA, in partnership with the other GSAs in the Solano Subbasin (Solano Collaborative) were awarded a grant of \$4.4 million dollars under the Sustainable Groundwater Management Grant Program's SGMA Implementation Round 2, towards implementation of the Solano Subbasin GSP. This is the full amount we requested under the Proposition 68 funds. The agreement with DWR for these funds will run through June of 2026.

The breakdown of the funding is as follows:

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

Most of the GSP implementation actions for Fiscal Year 2024-2025 will be covered under the grant.

GSP Implementation Actions

The following Groundwater Sustainability Plan Implementation Actions were worked on for May 2024, either by staff, consultants (Ag Innovations and Lohdorff & Scalmanini [LSCE]), or a combination of both:

- Monitoring Network Coordination Support and Data Management Enhancements

- Well inventory work including meeting with Solano County and land use comparisons for parcels
 - Coordination and planning for spring monitoring entities
 - Collection of water levels for spring monitoring
 - GDE analyses planning meeting with TFT
 - DMS support related to monitoring activities
 - Continual development of Web App
- Supporting Groundwater Use Management Actions
 - Surface water diversion and point of diversion GIS analysis and summary
- Water Supply Replenishment and Reliability Projects
 - Cover cropping pilot study data review and creation of timelapses
 - Data download and review of water levels and flow gradient
 - Nitrate analyses
- GSP Implementation, Outreach, and Compliance Activities
 - Collaborative meeting support
 - Project team meetings
 - Preparation of presentation on WY 2023 annual report
 - State of the subbasin meeting and preparation
 - Upload of annual report
- SGMA technical assistance
 - GSA Fee Assessment discussion
- May 22 Solano Subbasin Virtual Town Hall
 - Over 80 people registered and 40 attended this virtual meeting
 - The meeting included a presentation on the State of the Subbasin and a panel discussion on groundwater recharge opportunities
 - The Town Hall was promoted through multiple e-blasts to the public via the Solano Subbasin list, shared the event on Facebook, and invited community-based organizations
 - Ag Innovations led panel preparation and materials including developing outreach materials and meeting slides in English and in Spanish
 - Collected feedback following the meeting - feedback was received on both the English and Spanish simulcast of the meeting
- May 16 GSA Collaborative meeting
 - Compiled notes and shared notes with Collaborative members and the public via SolanoGSP.com
- Planned, facilitated, and provided follow-up for an Interbasin Coordination meeting with Yolo GSA on May 13
 - Discussed observations from the 2023 water year Annual Report, Putah Creek activities, and ongoing coordination
- Scheduled, facilitated, and took notes for the Solano Subbasin GSP Project Team meeting

Additional Data Collection

Our partners at Solano County, through their GIS Department, have contracted with LSCE to develop a well and water intake inventory workplan (scope of work attached). It is anticipated the Workplan will describe efforts needed to ground truth or acquire information on the locations and characteristics of wells and intakes and where water from these wells and intakes is being

used. This is the first step toward an improved understanding of the locations and characteristics of active water wells and intake structures within the Subbasin and across the broader County.

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 13, 2024

SUBJECT: Solano Subbasin Groundwater Sustainability Agency Fiscal Year 2024-2025 Budget

RECOMMENDATION:

Hear staff report and recommendations from Executive Committee, acting as the Budget Review Committee, and consider adoption of the Solano Subbasin Groundwater Sustainability Agency’s fiscal year 2024-2025 budget.

FINANCIAL IMPACT:

None.

BACKGROUND:

On June 5, 2024, the Budget Review Committee reviewed the proposed FY 2024-2025 budget prepared by staff. The Budget Review Committee recommends the Board adopt the proposed FY 2024-2025 budget. The proposed budget and supporting documents are attached.

Recommended:  _____
Chris Lee, Secretary

Approved as
recommended

Other
(see below)

Continued
on next page

Modification to Recommendation and/or other actions:

I, Chris Lee, Secretary to the Solano Subbasin Groundwater Sustainability Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on June 13, 2024, by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Chris Lee,
Secretary to the Solano Subbasin Groundwater Sustainability Agency



**SOLANO SUBBASIN
GROUNDWATER SUSTAINABILITY AGENCY**

**Fiscal Year 2024-2024
Proposed Budget**

General Manager's Budget Message

FY 2024-2025 Proposed Budget May 2024

Financial Position

The Solano Subbasin Groundwater Sustainability Agency's (Agency) financial position remains viable for implementation of the Solano Subbasin Groundwater Sustainability Plan (GSP). At the close of FY 2023-2024 the Agency's cumulative fund balance is projected to be \$811,471; an increase of \$93,155 over the prior fiscal year. The following sections of this report provide an overview of the Agency's budget structure, long-term outlook, followed by a synopsis of the FY 2023-2024 budget, and the proposed FY 2023-2024 budget.

Budget Structure

In July of 2022, the Agency, through Proposition 218, enacted a Charge for Long-term Funding of the GSP. This Charge provides for the Agency's cost share for GSP Implementation. The other GSAs within the Solano Subbasin have their own funding processes in place and submit their cost share to the Agency directly as the Agency is the GSP Plan Manager. This Charge will remain effective until July of 2027 or unless replaced with an alternative funding source or Charge.

Long-Term Outlook

It is not anticipated that the Agency's responsibilities will expand much beyond the administration and implementation of the GSP. One area for potential expansion will be to collaborate with partner agencies to determine if an alternative to the flat rate Charge is feasible and more equitable for all stakeholders within the Solano Subbasin.

In November of 2023, the Solano GSA and our partner GSAs (Solano Collaborative) were awarded a \$4.4 million Sustainable Groundwater Management Act Implementation Grant from the Department of Water Resources (DWR). This grant will run through June 30 of 2026. Tasks that will be funded under this grant include Monitoring Enhancements and Addressing Monitoring Data Gaps, Data Management System Enhancements, Interconnected Surface Water and Groundwater Ecosystems and Putah Creek Projects, Supporting Groundwater Use Management Actions, and Water Supply Replenishment and Reliability Projects.

This grant will help fund GSP required tasks and also provide funding for working with willing landowners on improving efficiencies of water use and perhaps pilot groundwater recharge projects in the Northwest Focus Area.

FY 2023-2024 Budget Synopsis

The GSP was submitted to DWR at the end of January 2022. GSP administration and implementation costs were split between reserve funds, cost share from the other GSAs, and the first installments of the GSP Charge within the Solano Subbasin. Of note, DWR approved the

Solano Subbasin GSP on January 17, 2024. Total budget for FY 2023-2024 was \$603,021. Total expenses for FY 2023-2024 are expected to be \$572,940. Several items, including outreach and SGSA monitoring, and well maintenance were funded through Technical Support Services and Facilitation Support Services agreements with the DWR.

Proposed FY 2023-2024 Budget

The proposed FY 2024-2025 budget is in some respects a repeat of the proposed FY 2023-2024 budget, with the notable exception of the grant funding. There are some increases in costs due to inflation and increases in labor costs of consultants. The two main activities are GSP administration and implementation and stakeholder outreach and education. Total revenues for FY 2024-2025 are expected to be \$2,315,049. Total expenditures for FY 2024-2025 are expected to be \$2,352,039. This will result in a net decrease of \$36,990.

Luhdorff & Scalmanini Consulting Engineers will conduct the bulk of the GSP administration and implementation on behalf of all the GSAs in the Solano Subbasin. Major tasks include: 1) Annual Reporting for the Solano Subbasin; 2) Technical Support for Stakeholder Outreach and Engagement; 3) GSP Monitoring and Data Management Enhancements; 4) Groundwater Use Management Action Items; 5) Water Supply Replenishment and Reliability Projects; 6) Solano Collaborative Meeting Support; 7) On-Call SGMA Technical Assistance; 8) Response to DWR GSP Review Determination; 9) and Project Management. Total estimated costs for tasks are \$1,680,416. Most of the funding will come directly from the grant.

Ag Innovations will provide GSP facilitation services which includes outreach and education. Major tasks include: 1) Project Strategy and Management; 2) Public Outreach and Engagement; and 3) Contingency Tasks. The total estimated for tasks is \$135,320.

Dixon Resource Conservation District will provide assistance on GSP implementation activities. Major task will include: 1) Assistance with GSP monitoring and Data Management Enhancements; 2) Assistance with Supporting Groundwater Use Management Action; and 3) Assistance with Water Supply Replenishment and Reliability Project.

The Solano Resource Conservation District will provide assistance with the SGMA and GSP compliance. Major tasks include: 1) Assistance with GSP monitoring and Data Management Enhancements; 2) Assistance with Supporting Groundwater Use Management Action; and 3) Assistance with Water Supply Replenishment and Reliability Project.

Solano Groundwater Sustainability Agency
Budget Year 24/2025 & 23/2024

Revenues	Budget 24/2025	YEP 23/2024
City of Vacaville GSA GSP Cost Share	\$36,500	\$36,027
Sacramento County GSA/ND GSA GSP Cost Share	\$23,820	\$24,300
Solano Irrigation District GSA GSP Cost Share	\$26,862	\$26,577
	<hr/>	<hr/>
	\$87,182	\$86,904
 Solano GSA GSP Cost Share;		
City of Dixon Cost Share	\$12,900	\$12,900
City of Rio Vista Cost Share	\$12,400	\$12,500
	<hr/>	<hr/>
	\$25,300	\$25,400
 Total of GSA GSP Cost Share	<hr/>	<hr/>
	\$112,482	\$112,304
 Grant Revenues	<hr/>	<hr/>
	\$1,651,476	
 Totl of Interest Earned	\$3,800	\$6,500
 Proposition 218 Charge	\$547,291	\$547,291
 Total Revenues	<hr/>	<hr/>
	\$2,315,049	\$666,095

Expenses

GSA Administrative			
	Administrative/Office	6,775	4,875
6100AC	Property tax Admin Fee(County)	2,600	2,555
6126AC	Legal Costs	10,000	0
6128AC	GSP Updates	58,388	513,760
6130AC	Project Management & Stated Updates	25,198	0
6129AC	SGSA Monitoring	13,660	0
	General Staff Administration	125,000	45,000
6990AC	Contingency	12,000	4,750
	Subtotal Administrative Expenditures	<hr/>	<hr/>
		253,621	570,940
GSP Implementation			
	Project Team Meetings & Reporting		
	Addtl Interbasin/Tribal Coordination		
	Annual GSP Reporting & Updates		
	GSP Monitoring & DMS Enhancements	20,000	2,000
	Outreach & Education	98,000	
	Technical Support for Outreach Efforts	235,000	
	Addressing DWR Comments on GSP & Five-Year Assessment		
	Model Updates & Application		
	GSA Meeting Support		
	Funding Development Support(Grant Writing)	16,560	
6146AC	On-Call SGMA Support	12,380	
6991AC	Contingency	50,000	
	Subtotal Implementation Expenditures	<hr/>	<hr/>
		431,940	2,000
Grant Expenses			
62101IMP	Grant Administration	64,682	
62102IMP	Monitoring Enhancements & Data Gaps	182,320	
62103IMP	Data Management System Enhancements	148,700	
62104IMP	Interconnected Surface Water	230,600	
62105IMP	Improving Understanding of Basin Water Use	205,800	

62106IMP	Local Water Conservation & Management	58,000	
62107IMP	Groundwater Management Policy Positioning	160,080	
62108IMP	Recharge Study-Targeted Implementation	213,480	
62109IMP	Localized Groundwater Conditions Evaluation	74,580	
62110IMP	City of Vacaville Recycled Water Planning	12,216	
62111IMP	Prepare GSP Annual Report	107,080	
62112IMP	GSP Modifications & Five-Year GSP Assessment	167,540	
62113IMP	Stakeholder Engagement & Community Outreach	41,400	
		<hr/>	
	Total Grant Expenses	1,666,478	0
		<hr/>	
	Total Expenses	\$2,352,039	\$572,940
		<hr/>	
		<hr/>	
	Net Increase/(Decrease) in Reserves	(\$36,990)	\$93,155
		<hr/>	
		<hr/>	
	Expected Beginning Reserves 7/01/2024	904,626	811,471
	Expected Ending Reserves 6/30/2025	\$867,636	\$904,626
	Consultant expenses		
	Luhdorff & Scalmanini	1,680,416	476,756
	Ag Innovations	135,320	116,265
	Legal	10,000	10,000
	Dixon RCD	161,000	
	Solano RCD	448,000	
		<hr/>	
		\$2,434,736	\$603,021

**ACTION OF
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY**

DATE: June 13, 2024

SUBJECT: Pre-Approval of Fiscal Year 2024-2025 Payments

RECOMMENDATION:

Authorize payments of the following bills for fiscal year 2024-2025 within budgeted amounts.


1. Payments related to consultants and contractors for Board approved contracts.
2. Payment 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:  _____
Chris Lee, Secretary

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

I, Chris Lee, Secretary to the Solano Subbasin Groundwater Sustainability Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on June 13, 2024, by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Chris Lee,
Secretary to the Solano Subbasin Groundwater Sustainability Agency

**ACTION OF
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY**

DATE: June 13, 2024

SUBJECT: Consultant Services Contracts

RECOMMENDATION:

Authorize General Manager to execute agreements and amendments for the following consultant services for work through fiscal year 2024-2025 (see "Background for brief description of each contract):

1. Ag Innovations, GSP Facilitation Services-new contract-contract limit of \$135,320;
2. Dixon Resource Conservation District, GSP Implementation Activities-new contract-contract limit of \$161,000;
3. Luhdorff & Scalmanini Consulting Engineers, GSP Implementation Actions-new contract-contract limit of \$1,680,416;
4. Solano Resource Conservation District, Ag Water Efficiency Program-new contract-contract limit of \$80,000.
5. Solano Resource Conservation District, SGMA and GSP Compliance-new contract-contract limit of \$368,000.


FINANCIAL IMPACT:

Funding for these consultant contracts is included in the fiscal year 2024-2025 budget.

BACKGROUND:

Staff requests authorization to execute the agreements totaling \$2,289,416. 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. Dixon Resource Conservation District will provide assistance with GSP monitoring and data management enhancements, assistance with supporting groundwater use management actions, and support with water supply replenishment and reliability projects.
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

Recommended: 
Chris Lee, Secretary

Approved as
recommended

Other
(see below)

Continued
on next page

Modification to Recommendation and/or other actions:

I, Chris Lee, Secretary to the Solano Subbasin Groundwater Sustainability Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on June 13, 2024, by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Chris Lee,
Secretary to the Solano Subbasin Groundwater Sustainability Agency

reports.

4. Solano Resource Conservation District will assist with Ag Water Efficiency Program to promote and perform trial best management practices for water use efficiency and groundwater recharge throughout Solano County, with a particular focus on the NW focus area.
5. Solano Resource Conservation District will assist with SGMA and GSP compliance, assisting with GSP monitoring and data management enhancements, assistance with supporting groundwater use management actions, and support with water supply replenishment and reliability projects.

Name of Project: **GSP Facilitation Services**

SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Contractor)

THIS AGREEMENT, **effective July 1, 2024**, 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 \$135,320** 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, 2025**, 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.

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 one million dollars (\$1,000,000) 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

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

CONTRACTOR

Genevieve Taylor, Executive Director
Ag Innovations
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: _____
Chris Lee
General Manager

By: _____
Genevieve Taylor,
Executive Director

FOR SOLANO GSA USE ONLY

Contract Period: July 1, 2024 to June 30, 2025
File Number: AG-A-14
Account Manager: C.Lee
G/L Account #: _____
Job Cost #: _____
Contract Type: _____

EXHIBIT A

SCOPE OF SERVICES

Scope of Work

The Solano Subbasin Groundwater Sustainability Agency (Solano GSA) requires the following tasks to assist with implementation of the Groundwater Sustainability Plan.

Project Strategy and Management

The Solano GSA requires assistance with project strategy, internal team meetings and coordination, project team meetings with consultants, GSA Collaborative meetings, monthly reporting and summaries, tracking and applying for grant funding, and project management.

Public Outreach and Engagement

The Solano GSA requires assistance with outreach related to Projects and Management Actions, Newsletters, Town Hall meetings, review and updating of the Solano GSP website, and community engagement.

On-Call Facilitation Support

The Solano GSA may require assistance with GSP fee discussions, support for grants, Interbrain coordination, and Tribal Coordination.

Deliverables

- Meeting minutes
- Monthly Reporting and summaries
- Newsletters
- Website updates



March 29, 2024

To: Chris Lee
Solano Subbasin GSA Collaborative

Re: Scope of Work and Budget for Facilitation Services relating to Solano Groundwater Sustainability Plan for Fiscal Year 2024-2025

Dear Chris,

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

The California Department of Water Resources awarded the Solano Subbasin Prop 68 Round 2 Funding. Appropriate funding will be allocated to Ag Innovations' outreach and facilitation activities for Solano Subbasin GSP implementation.

Proposed Budget

The proposed budget for the contract with Solano Groundwater Sustainability Agency for FY 2024-2025, totals \$111,465 and provides 631 hours of facilitation and outreach services.

The current draft was developed with the assumption that we will not have Stantec funding following June 30, 2024. As a result, the scope and budget also include an additional task which will be based on contingency, totaling \$23,855 for an additional 131 hours of facilitation and outreach services. The contingency budget includes services that have previously been covered by Stantec such as the Interbasin Coordination and Tribal Coordination. The contingency also includes a modest amount should the Solano GSA Collaborative require support for GSA Fees Facilitation.

The budget is fully fungible and time may be allocated across tasks and personnel given project needs, although the contingent budget may only be begun with authorization from the Solano GSA.

Ag Innovations looks forward to working with the Solano GSA and its partner agencies in implementing the Solano Subbasin Groundwater Sustainability Plan.

Thank you,

A handwritten signature in black ink that reads 'Genevieve Taylor'.

Genevieve Taylor
Executive Director, Ag Innovations

EXHIBIT B

RATE OF COMPENSATION

Ag Innovations Firm Description & Rates Sheet

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 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 that depend on our natural and working lands.

Your team:

- Jenn Fox, Senior Facilitator
- Suzannah Sosman, Senior Project Manager
- Guadalupe Garcia, Project Manager
- Genevieve Taylor, Executive Director | Managing Facilitator

Rates sheet:

Title	Education & Experience Requirements	Rates July 1 2024- June 30, 2025
Managing Facilitator	10+ years experience, BA required, training required, masters preferred	\$265/hour
Senior Facilitator	5+years experience, BA required, Masters preferred	\$205/hour
Lead Facilitator	4+ years experience, BA required, Masters preferred	\$168/hour
Assistant Facilitator	2+ years experience OR Masters, BA required	\$147/hour
Communications & Outreach Manager	4+ years experience, BA required, Masters preferred	\$176/hour
Senior Project Manager	5+ years experience, BA required, Masters preferred	\$168/hour
Project Manager	3-7 years experience, BA required	\$149/hour
Project Coordinator	1-3 years experience, BA required	\$116/hour
Clerical/Administrative	3+years experience, Associate degree or equivalent experience required, training preferred	\$100/hour

July 1, 2024 - June 30, 2025 Budget Breakdown

Tasks	Hours	Cost
Task 1: Project Strategy and Management <ul style="list-style-type: none"> ● Project strategy, internal team meetings and coordination ● Project team meetings with consultants ● GSA Collaborative meetings ● Monthly reporting and summaries ● Track and apply for grant opportunities ● Project management 	380	\$65,856
Task 2: Public Outreach and Engagement <ul style="list-style-type: none"> ● Outreach related to Projects and Management Actions ● Newsletters ● Town Hall ● Review and Update SolanoGSP.com and Groundwater Guide website ● Annual "State of the Subbasin" Infographic ● Engage community advisors from original Community Advisory Committee 	251	\$ 41,632
Other Direct Costs, including: <ul style="list-style-type: none"> ● Developing and mailing postcards for Townhalls, graphic design, newspaper ads. 		\$ 3,977
Total Project Cost	587	\$111,465
Task 3: Contingency Tasks <ul style="list-style-type: none"> ● Groundwater Sustainability Fee Facilitation ● Support application of grants ● Interbasin Coordination (1 meeting) ● Tribal Coordination (1 meeting) 	131	\$23,855
<i>Total Project Cost, with contingency</i>	<i>762</i>	<i>\$135,320</i>

Name of Project: **GSP Implementation Activities**

SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Contractor)

THIS AGREEMENT, **effective July 1, 2024**, 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 **Dixon Resource Conservation District**, hereinafter referred to as "Contractor."

The Agency requires services for **GSP Implementation Activities**; 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 Activities**, 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 \$161,000** 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, 2025**, 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.

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

Chris Lee, General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

CONTRACTOR

Kelly Huff, District Manager
Dixon Resource Conservation District
1170 N Lincoln Street, Suite 109
Dixon, CA 95620

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 County Water Agency
a Public Agency

By: _____
Chris Lee
General Manager & Secretary to
Solano Subbasin Groundwater Sustainability Agency

By: _____
Kelly Huff,
Executive Director

EXHIBIT A

SCOPE OF SERVICES

The Solano Subbasin Groundwater Sustainability Agency (Solano GSA) requires assistance with the GSP Implementation Activities.

The Solano GSA requires assistance with the following tasks:

1. Assistance with GSP monitoring and Data Management Enhancements.

1.1 This task includes time from Dixon RCD District Manager and Program Coordinator to continue to work with GSA staff and consultants to research locations and contacts for specific wells in data gap areas and to reach out to individual landowners, growers and coalition members to explain the Groundwater Sustainability Agencies (GSAs) and Plan (GSP) and to request that they allow their well(s) to be part of the monitoring network. This typically involves a review of what would be expected of the landowner and/or grower and how as well as what data will be used and the public accessibility of that information long-term.

1.2 & 1.3 Dixon/Solano RCD Water Quality Coalition has incorporated staff hours (DM & PC) over the last several years to support Solano Groundwater Sustainability Agency in data collection and ground truthing of modeled data for the GSP and with communication with local growers. This task will allow the Coalition to be reimbursed for staff time during the life of the grant for these activities and to spend additional time helping Solano County and Luhdorff & Scalminini Consulting Engineers (LSCE) with the ongoing well and surface water intake inventory project.

2. Assistance with Supporting Groundwater Use Management Action.

2.1 In 2023 and 2024, new field level farm reporting questions related to irrigation water source were added to the 2022 and 2023 crop year Irrigated Lands Regulatory Program (ILRP) farm reporting that is assisting the GSA and Solano County in understanding which fields are using groundwater vs. surface water (or both) for irrigation. This has also allowed this information to be collected in the most cost-efficient manner for Solano County landowners and growers.

2.2 This task includes Coalition staff (DM & PC) to continue to conduct outreach with coalition members and individual growers regarding GSA Collaborative and related activities.

2.3 This task includes the planning, organizing and conducting of at least one annual groundwater event for irrigated agricultural landowners and producers. In January 2023 and 2024 this event was attended by over sixty producers and also provided them with required continuing education credits.

3. Assistance with Water Supply Replenishment and Reliability Project.

3.1 This task includes continued assistance with identifying farmers and landowners who are interested in projects and/or practices that help with groundwater recharge and practices that can provide multi-benefits to water quality, quantity and drainage.

3.2 This task includes continued communication by DM and PC with landowners and farmers in the Upper Tremont 3 Watershed to identify potential projects that would benefit drainage and water supply.

EXHIBIT B
RATE OF COMPENSATION

EXHIBIT A
Scope of Work and Budget

Sub-contract for: Agreement #4600015665 SGMA Implementation Grant (CA DWR and SCWA)

Task	Deliverable(s)	Budget
Task 1 – Grant administration	<ul style="list-style-type: none"> • Quarterly invoices, reports • Coordination with project partners 	\$10,000
Task 2 - GSP Monitoring and Data Management Enhancements	<ul style="list-style-type: none"> • Work with Coalition members, others to ID additional monitoring sites for wells. • Ground truth irrigation water source & management practice data with ILRP reporting. • Assist LSCE, SCWA, Solano County with well and surface water intake inventory project(s). 	\$50,000
Task 3 – Supporting Groundwater Use Management Action	<ul style="list-style-type: none"> • Assist with data collection through ILRP reporting. • Participate & connect growers with GSA collaborative, One Water and TA programs. • Provide groundwater related outreach and education to farmers. 	\$67,000
Task 4 – Water Supply Replenishment and Reliability Projects	<ul style="list-style-type: none"> • Assist with the identification of interested farmers for pilot projects for groundwater recharge. • Targeted outreach and project identification in Upper Tremont 3 Watershed. 	\$34,000
	TOTAL	\$161,000

Detailed Task Descriptions

Task 1 – Grant Administration –

1.1 This task includes time from Dixon RCD District Manager (DM) and Program Coordinator (PC) to track and report on grant deliverables that meet the goals and timeline of the DWR Grant. In addition it includes time from the Dixon RCD Office Manager (OM) to process invoicing and accounting.

1.2 This task will include time from DM & PC to plan with project partners.

Task 2 – Groundwater Sustainability Plan (GSP) Monitoring and Data Management Enhancements –

2.1 This task includes time from Dixon RCD District Manager and Program Coordinator to continue to work with GSA staff and consultants to research locations and contacts for specific wells in data gap areas and to reach out to individual landowners, growers and coalition members to explain the Groundwater Sustainability Agencies (GSAs) and Plan (GSP) and to request that they allow their well(s) to be part of the monitoring network. This typically involves a review of what would be expected of the landowner and/or grower and how as well as what data will be used and the public accessibility of that information long-term.

2.2 & 2.3 Dixon/Solano RCD Water Quality Coalition has incorporated staff hours (DM & PC) over the last several years to support Solano Groundwater Sustainability Agency in data collection and ground truthing of modeled data for the GSP and with communication with local growers. This task will allow the Coalition to be reimbursed for staff time during the life of the grant for these activities and to spend additional time helping Solano County and Luhdorff & Scalminini Consulting Engineers (LSCE) with the ongoing well and surface water intake inventory project.

Task 3 – Supporting Groundwater Use Management Action

3.1 In 2023 and 2024, new field level farm reporting questions related to irrigation water source were added to the 2022 and 2023 crop year Irrigated Lands Regulatory Program (ILRP) farm reporting that is assisting the GSA and Solano County in understanding which fields are using groundwater vs. surface water (or both) for irrigation. This has also allowed this information to be collected in the most cost-efficient manner for Solano County landowners and growers.

3.2 This task includes Coalition staff (DM & PC) to continue to conduct outreach with coalition members and individual growers regarding GSA Collaborative and related activities.

3.3 This task includes the planning, organizing and conducting of at least one annual groundwater event for irrigated agricultural landowners and producers. In January 2023 and 2024 this event was attended by over sixty producers and also provided them with required continuing education credits.

Task 4 – Water Supply Replenishment and Reliability Projects

4.1 This task includes continued assistance with identifying farmers and landowners who are interested in projects and/or practices that help with groundwater recharge and practices that can provide multi-benefits to water quality, quantity and drainage.

4.2 This task includes continued communication by DM and PC with landowners and farmers in the Upper Tremont 3 Watershed to identify potential projects that would benefit drainage and water supply.

Name of Project: **Solano Subbasin Groundwater Sustainability Plan Implementation Support**

SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Contractor)

THIS AGREEMENT, **effective July 1, 2024**, 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 **Solano Subbasin Groundwater Sustainability Plan Implementation Support**; 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 **Solano Subbasin Groundwater Sustainability Plan Implementation Support**, 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 \$1,680,416** 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, 2024**, 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.

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 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

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

CONTRACTOR

William Halligan, President
Luhdorff & Scalmanini Consulting
Engineers
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: _____
Chris Lee
General Manager

By: _____
William Halligan
President

FOR Solano GSA USE ONLY

Contract Period: July 1, 2024 to June 30, 2025
File Number: AG-L-4
Account Manager: C.Lee
G/L Account #: _____
Job Cost #: _____
Contract Type: _____

EXHIBIT A
SCOPE OF SERVICES

Scope of Work

The Solano Subbasin Groundwater Sustainability Agency (Solano GSA) requires the following tasks to assist with implementation of the Groundwater Sustainability Plan.

Grant Administration

The Solano GSA requires assistance with administering the Proposition 68 grant.

GSP Monitoring and Data Management Enhancements

The Solano GSA requires assistance with monitoring and addressing data gaps, data management system enhancements, interconnected surface water and groundwater dependent ecosystems, and Putah Creek projects.

Groundwater Use Management Actions

The Solano GSA requires assistance with improving the understanding of basin water use, local water conservation and management, and support for potential groundwater management policies.

Water Supply Replenishment and Reliability Projects

The Solano GSA requires assistance with targeted recharge projects, evaluations of localized groundwater conditions, and City of Vacaville Recycled Water Planning.

GSP Implementation, Outreach, and Compliance Activities

The Solano GSA requires assistance with updating the Solano County and Solano Subbasin Data Management System, acquisition of key water budget data required for GSP annual reporting, and groundwater conditions annual update report.

Funding Development Support

The Solano GSA requires assistance with grant funding coordination and technical support.

On-call SGMA Technical Support

The Solano GSA requires on-call technical assistance for GSP implementation.

Deliverables

Grant Administration

- Environmental information form

- Deliverable due date schedule
- Quarterly progress reports, quarterly invoices, and all required backup information
- Draft and final component completion reports
- Draft and final grant completion reports

GSP Monitoring and Data Management

Monitoring enhancements and addressing data gaps

- Outreach letters for well recruitment
- Time series charts for water level elevations, rating curve charts
- Survey data from streams, stages, maps
- Summary tables and maps of well inventory in Subbasin

Data management system enhancements

- Enhanced DMW with web-based data visualization tools for viewing and accessing GSP-related data
- Documentation of DMS
- Update guidebook for GSAs

ISW and GDEs and Putah Creek Projects

- Technical memo summarizing ISW conditions in the subbasin and GDE health

Supporting Groundwater Use Management Actions

Improving understanding of basin water use

- Technical Memo summarizing improved understanding of Subbasin water use including ET surface water and documenting model updates
- Education and Outreach materials

Local water conservation and management (*to be prepared by GSAs, and subcontractors/collaborators*)

- Technical Memo summarizing results of water conservation efforts

Groundwater management policy

- Technical Memo summarizing economic impacts of policies
- Meeting Notes and Agendas

Water Supply Replenishment and Reliability Projects

Recharge study

- Feasibility Study
- 100% Design, plans and specifications, if applicable
- Awarded contracts, if applicable
- Required environmental documentation for CEQA compliance
- Copies of required permits and access agreements
- Health and Safety Plan, if applicable

Localized groundwater conditions evaluation

- Times series charts of water level elevations
- Summary tables of water demands including groundwater use and surface water diversions
- Document summarizing well vulnerability, water supply reliability options and considerations, and recharge and replenishment interests and feasibility

City of Vacaville recycled water planning (*to be prepared by City of Vacaville, and subconsultants*)

- Technical Memorandum

GSP Implementation, Outreach, and Compliance Activities

Annual reporting

- Annual reports

Addressing GSP corrective actions and five-year GSP update

- Five-Year GSP update

Stakeholder engagement and community outreach (*to be prepared by GSAs, and subconsultants*)

- Subbasin outreach materials
- Stakeholder and Board Meeting minutes
- Workshop agenda and presentation materials

Funding Development Support

Grant or other submittal materials, as appropriate

On-Call SGMA Technical Support

As necessary and requested

April 8, 2024
File No. 24-1-062

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

SUBJECT: 2024-2025 Solano Subbasin Groundwater Sustainability Plan Implementation Support

Dear Mr. Lee:

In response to your request, Luhdorff & Scalmanini, Consulting Engineers (LSCE) is pleased to provide this letter describing a scope of work and budget to support the Solano Subbasin Groundwater Sustainability Agency Collaborative (Solano Collaborative¹) and other Groundwater Sustainability Agencies (GSA) in the Solano Subbasin with implementation of the Solano Subbasin Groundwater Sustainability Plan (GSP) during Fiscal Year 2024-2025 spanning July 1, 2024 through June 30, 2025. The Solano Subbasin Groundwater Sustainability Agency (Solano GSA) is the point of contact and contracting entity for the Solano Subbasin on behalf of the Solano Collaborative. The scope and budget include assistance with GSP implementation tasks described in the workplan for the Proposition 68 Round 2 GSP implementation grant awarded to the Subbasin by the Department of Water Resources (DWR). The Solano GSA is the lead entity responsible for managing and administering the GSP implementation grant. Tasks included in the grant workplan, and which will be supported by this scope of work, include grant administration, GSP monitoring and data management enhancements, advancing groundwater use management actions, planning of water supply replenishment and reliability projects, and GSP reporting, updates, and stakeholder outreach. The grant supports activities related to implementation of the GSP through April 30, 2026. The completion of most grant tasks is anticipated to occur in Fiscal Year 2025-2026.

Accordingly, this scope of work describes efforts in Fiscal Year 2024-2025 relating to the following tasks included in the GSP implementation grant:

- Task 1: Grant Administration
- Task 2: GSP Monitoring and Data Management Enhancements
- Task 3: Supporting Groundwater Use Management Actions
- Task 4: Water Supply Replenishment and Reliability Projects
- Task 5: GSP Implementation, Outreach, and Compliance Activities

¹ The Solano Collaborative consists of the following entities: Solano Subbasin GSA, Solano Irrigation District GSA, City of Vacaville GSA, Sacramento County GSA, Northern Delta GSA

Additional tasks included in the scope of work, which are not supported by the GSP implementation grant, include the following:

Task 6: Funding Development Support

Task 7: On-Call Technical Support

Task 1: Grant Administration

Task 1 involves supporting the Solano GSA in the management and administration of DWR's GSP implementation grant project and funding awarded to the Subbasin. Grant administration support efforts to be conducted by LSCE will include assistance in preparing Quarterly Progress Reports and Quarterly Invoices detailing work completed during reporting periods with sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Additional assistance will include support to collect and organize backup documentation by component, budget category, and task and prepare a summary Excel document detailing contents of the backup documentation organized by component, budget category, and task.

This task will also include providing support in the preparation and submittal of the Environmental Information Form (EIF) and a deliverable due date schedule to be reviewed and approved by the DWR Grant Manager. Additional grant administration support (to be completed by the end of grant period) will include assisting in preparation of draft and final Component Completion Reports for each grant component. All deliverables listed in the grant workplan will be submitted with each Final Component Completion Report. LSCE will provide support in preparing draft and final Grant Completion Reports at the conclusion of the grant period. The Completion Reports will be prepared and presented in accordance with the provisions of the grant agreement. All deliverables will be submitted according to the grant agreement schedule unless a new deliverable due date is approved by the DWR Grant Manager.

Task 2: GSP Monitoring and Data Management Enhancements

This task includes four elements:

1. Monitoring enhancements and addressing monitoring data gaps,
2. Data management system enhancements, and
3. Interconnected surface water (ISW) and groundwater dependent ecosystems (GDEs) and Putah Creek projects.

Monitoring enhancements and addressing monitoring data gaps will include providing continued technical assistance to Solano Subbasin GSAs in identifying groundwater level and quality representative monitoring site (RMS) wells and coordination with monitoring entities as necessary to ensure the required monitoring is conducted and continued in accordance with the Solano Subbasin GSP. This will include ongoing assistance coordinating with DWR and well owners to continue level monitoring at some RMS wells that have recently been dropped from DWR's monitoring program. It will also include supporting 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 monitoring frequencies 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. LSCE will support efforts to address monitoring data gaps through identification and recruitment of additional monitoring sites and support in well vetting and documentation of well information for any wells included in the GSP monitoring program. LSCE will assist with outreach efforts on behalf of the GSAs to solicit new RMS or supplemental monitoring wells, as needed.

Expansion of automated water level monitoring includes the effort and equipment to instrument up to 10 key wells with automated water level monitoring equipment. This involves inspecting and identifying candidate wells for automated monitoring, installation and setup of automated water level instrumentation, purchase of equipment for automated water level monitoring and telemetry, and one year subscription for telemetry (where possible/feasible).

Task 2 will also include refining of available information on locations, types, depths, and point of use for water supplied by active wells and will also include geospatial mapping and formulation of a plan and process to maintain a database of accurate information on active water supply wells across the entire Subbasin, with a focus on the Northwest (NW) Focus Area. To improve the characterization of water quality conditions in domestic wells in the Subbasin, a subset of domestic wells identified in the well inventory will be selected for water quality sampling for key constituents of interest. Up to 25 wells will be selected for water quality sampling, with a prioritization of wells in Underrepresented Communities and other areas of need for improved information on domestic well water quality.

The well inventory efforts will be conducted in coordination with inventorying of surface water diversions included as part of parallel efforts included in Task 3. Data developed through the well inventory will be assembled in geospatial format and in formats compatible with existing needs of local entities involved in reviewing and overseeing well-related issues or for use in other applications. The planning involved in the well inventory task will include addressing topics related to data sharing, confidentiality, and other considerations to ensure appropriate data transparency and security are maintained. Additionally, remaining data gaps in information on active wells will be identified at the conclusion of the efforts conducted as part of completion of this component along with providing recommended next steps to address any remaining needs.

Data management system enhancements included in the task involve completing upgrades to the existing DMS to provide more streamlined data reporting capabilities and enhanced interactive data visualizations of GSP data for internal reference by the GSAs and for distribution of information to the public. This task will include database structure refinement for implementing a cloud-based SQL Server environment including integration of both spatial and tabular data. This task will include creating processes and tools for streamlined reports, queries, and views to manage and export data to facilitate analysis and reporting of data. DMS enhancements will also include the development of tools and procedures to update the DMS with information assembled from various data sources (including public databases), QA/QC procedures to ensure data quality in the DMS, and workflows to update and publish spatial datasets.

The last element of Task 2 is furthering the characterization and evaluation of interconnected surface water (ISW) and groundwater dependent ecosystems (GDEs) and Putah Creek projects. This will include conducting initial efforts related to enhancing existing surface water monitoring along Putah Creek and other surface water features and additional review of potential GDEs, and further evaluation of the spatial distribution, ecosystem composition and health characteristics of GDEs. This will also include assessing any remaining ISW and GDE data gaps and considering the long-term approach to monitoring GDEs and any need for refinement or further detailing of the GDE monitoring proposed in the GSP. As part of the longer-term work on ISW and GDE assessment in the Subbasin, LSCE will provide technical support relating to engagement with tribal communities to understand any culturally important GDEs in the area. Efforts under Task 2 will also include updating mapping of managed wetland areas within the Subbasin. LSCE anticipates engaging with a subconsultant to support completion of this task.

Task 3: Support Groundwater Use Management Actions

Task 3 includes three different elements:

1. Improving the understanding of basin water use
2. Local water conservation and management
3. Supporting groundwater management policies

Improving the understanding of basin water use involves refining information on the locations and volumes of applied surface water and groundwater extraction in the Solano Integrated Hydrologic Model (IHM), with emphasis on improving estimations of urban water demands and water demands met by shallow groundwater and applied surface water. In accordance with GSP regulations, Subbasin water balances are summarized for the land surface, groundwater, and surface water systems. This task will include developing refined information related to the land surface system to better estimate consumptive use of water within the Subbasin through improvements to estimates of evapotranspiration (ET), which is a key driver of water use and groundwater pumping. Most of the groundwater pumping occurring in the Subbasin is unmetered and estimates of the distribution and amount of groundwater pumping are derived from hydrologic modeling using the Solano IHM. Hydrologic modeling relies on inputs of ET and surface water deliveries to calculate residual demand that is assumed to be met through groundwater pumping. As a result, refining of available information on ET and surface water deliveries in the Subbasin will improve simulations of groundwater pumping and produce more accurate estimates of groundwater use to support groundwater management decision making.

The task will include evaluation of remote sensing ET data available from OpenET² in conjunction with available ground-based sensors to assess parameters in the Solano IHM related to ET (including crop coefficients and soil properties). Currently, the platform OpenET provides estimates of ET derived from remotely sensed satellite data for six different ET models or algorithms. The OpenET data are available

² <https://openetdata.org/>

as spatially continuous data for the western United States. These data are available as daily, monthly, or annual values for individual pixels (cells) or fields. Monthly data from OpenET for fields will be aggregated for water years 2017-2022 for use in assessing consumptive use of water in the Subbasin. In coordination with willing landowners, available data from ground-based ET and soil moisture sensors will be compiled and assessed within the Subbasin with support from Dixon and Solano Resource Conservation Districts (RCDs). Additional ET and soil sensors, at up to 15 sites, will also be installed to track ET and soil conditions representing a cross-section of land use types in the Subbasin including riparian areas, native vegetation, and agricultural lands employing a variety of agricultural management practices.

A robust comparison of ET estimates from the OpenET data with ground-based sensor measurements will be conducted to assess ET estimates from OpenET and determine the algorithm(s) that best reflect local ET conditions. The comparison will utilize additional information such as land use mapping, vegetation mapping, agricultural management practices (e.g., irrigation method), groundwater extraction volumes where available, and any additional local information that is identified as relevant. Using information from this analysis, updated crop coefficients will be developed for inclusion in refinements to the hydrologic model for the Subbasin. These model refinements will improve estimates of total volumes and spatial distribution of consumptive water use in the Subbasin.

An additional aspect of this task will be refining information on surface water diversions in the Subbasin. Estimates of the volume and distribution of groundwater pumping in the Subbasin rely on use of the hydrologic model and calculations that incorporate total water demand and available surface water supplies to estimate residual unmet demand that must be satisfied from groundwater uptake or groundwater pumping. Therefore, improving information on surface water diversions will improve estimates of groundwater demands, including pumping, and also the overall Subbasin water budget. This work will involve development and implementation of a plan for completion of an inventory of surface water points of diversion, volumes of surface water diverted, and the place of use for these diversions. The effort will coordinate with activities related to the well inventory planned as part of Task 2 and will include working with local entities, including the County of Solano, to assemble critical information on surface water diversions to support refinements to analyses of Subbasin water use and planning related to development of an integrated water supply and drainage implementation framework being conducted by the County. The inventory will utilize available information from the State Water Resources Control Board eWRIMS database, with desktop and field work conducted to validate, refine, and augment information in the eWRIMS database. The surface water diversion inventory plan will include a process to maintain the currency and accuracy of data on surface water diversions in the Subbasin. Data developed through the well inventory will be assembled in geospatial format and in formats compatible with existing needs of local entities involved in reviewing and overseeing well-related issues or for use in other applications. The planning involved in the surface water diversion inventory task will include addressing topics related to data sharing, confidentiality, and other considerations to ensure appropriate data transparency and security are maintained. Additionally, remaining data gaps in information on diversions will be identified at the conclusion of the efforts

conducted as part of completion of this component along with providing recommended next steps to address any remaining needs.

Information and data developed through the analysis of ET, inventorying of surface water diversions, and active well inventory completed as part of grant Component 2 will be used to characterize the spatial distribution of utilization of groundwater and surface water at the parcel scale to support refinements to how fees to fund GSP implementation are assessed across the GSAs in the Subbasin. The task will include enhanced accounting and understanding of the water system in the Solano Subbasin with emphasis on estimating future conditions. Future conditions include both proposed management scenarios as well as climate impacts to the region.

Furthering local water conservation and management involves supporting the continuation and expansion of grower education and outreach efforts to provide growers with educational resources that help them to plan and implement on-farm practices that simultaneously support groundwater sustainability and maintain or improve agricultural productivity. LSCE will support Solano and Dixon RCDs efforts related to grower outreach and education. As part of this task, LSCE will provide technical information and presentations to support the education of growers on groundwater and surface water conditions in the Subbasin and to identify and encourage interest in implementing practices on working lands that can enhance and improve water management efforts to ensure sustainability is maintained. These activities will include, in coordination with the RCDs, evaluating existing on-farm practices that may impact water management, tracking of which practices are being implemented where, and working with individual landowners to evaluate and identify practices that could be implemented to improve water management. Efforts will involve participation in workshops and providing technical information in educational materials. LSCE will support site-specific assessments of practices and provide technical assistance in addressing irrigation and stormwater management, as appropriate. Stormwater management is a concern in several areas of the Subbasin, including in the Tremont 3 watershed to the north and east of Dixon. Education and outreach programs will include specific efforts to engage with small farmers and other at-risk growers.

Implementation of grower education activities would be expected to benefit groundwater levels, groundwater storage, and water quality. Encouraging growers to implement on-farm water management practices that maximize surface water use and reduce non-beneficial ET would be expected to provide in-lieu recharge benefits to the groundwater system. Encouraging soil management to enhance infiltration would be expected to enhance direct groundwater recharge. Both in-lieu and direct recharge would be anticipated to benefit groundwater levels and groundwater storage. Encouraging growers to implement precision nutrient management would also be expected to help manage nutrient loading in the Subbasin, with benefits to water quality. Targeting small and at-risk growers will have an added benefit of increasing job security and economic resilience for the local community.

Based on the engagement and tracking conducted related to water management practices, a small number of sites will be identified for implementing monitoring to assess the benefits achieved through different on-farm practices. This monitoring will be used to quantify the effects of practices on reduced

runoff and stormwater flows, enhanced recharge, and soil and groundwater conditions. Furthermore, these sites may serve as demonstration sites illustrating how various practices can be implemented in an effort to encourage broader adoption of key management practices.

Support for groundwater management policies includes assisting in the evaluation and formulation of policies to ensure sustainable groundwater management in the Subbasin is maintained. As part of this task, LSCE and subconsultants with expertise in areas of economics and/or public policy, will assist in consideration of policies related to land use development and management, incentivization to promote enhanced groundwater recharge and sustainable groundwater development, and existing groundwater ordinances and permitting policies as they relate to groundwater use. A focus of the task is identifying and developing policies while considering future adaptation strategies to improve resiliency to changing climate conditions.

Land use changes in the Subbasin can result in additional and hardening of groundwater demands and decreased groundwater recharge. The Subbasin has over time seen changes in land use, particularly the conversion of lands to a permanent crop type and increases in less permeable surfaces (both in agricultural and developed land). This is specifically concerning the NW Focus Area where lowering groundwater levels have been noted in recent years. This task will include developing a plan for evaluating sustainable land use development across the Subbasin that incorporates consideration of the spatial distribution of land use and groundwater development, triggers and response actions relating to land use changes, and associated policies to encourage and manage land use development in a manner consistent with the GSP.

Additionally, as part of this element of Task 3, LSCE and subconsultants will work with Subbasin stakeholders to evaluate potential incentives and policies relating to promoting enhanced groundwater recharge projects and management practices while also promoting actions that ensure sustainable groundwater development and utilization, especially in areas of greater interest for groundwater sustainability and groundwater supply reliability without land use restrictions. These policies would primarily focus on efforts to limit future over development of new groundwater supplies from the Basal Tehama Formation and in areas with domestic or other drinking water supply wells that are susceptible to impacts from groundwater level declines. This task will also involve development of strategies to manage and monitor groundwater use including potential updates to groundwater ordinances or well and groundwater development project permitting processes.

LSCE and its subconsultants will coordinate and participate in meetings with GSAs, Counties, and other stakeholders during completion of the task.

Task 4: Water Supply Replenishment and Reliability Projects

This task will include three elements:

1. Recharge study – targeted augmentation
2. Localized groundwater conditions evaluation
3. City of Vacaville Recycled Water Planning

The targeted augmentation recharge study will include completion of feasibility testing and analysis for implementing groundwater recharge activities at several high-priority sites to replenish groundwater and provide stormwater control. The recharge concepts that will be considered in the feasibility analyses include MAR activities focusing on actions and projects that manage stormwater or hold runoff on lands to allow this water to recharge the aquifer.

Identifying properties for targeting recharge feasibility analyses will build on previous GSP work conducted at the Subbasin scale to evaluate the suitability of land characteristics in the Subbasin for implementing recharge and will also involve close collaboration with the local RCDs in working to identify and connect with landowners interested in implementing recharge activities. Assessment of areas to target recharge feasibility analyses through field-scale site investigation will involve initial scoring of properties based on characteristics related to hydrogeologic conditions, recharge potential, land use and cropping, runoff, nearby water infrastructure, and other considerations. Data from recent aerial electromagnetic (AEM) surveys conducted by DWR will be incorporated into the refined assessment of recharge potential across the NW Focus Area of the Subbasin. Existing water conveyance and drainage infrastructure operated by local entities, including the Solano Irrigation District (SID), Solano County Water Agency (SCWA), and the RCDs, may facilitate recharge efforts in parts of the Subbasin and will also be considered and evaluated.

After properties are scored based on their characteristics in relation to recharge and stormwater management objectives, specific properties where landowners are interested in implementing recharge activities will be identified for further field evaluation. Landowner agreements will be established prior to conducting any field studies. Field investigation of the suitability and feasibility of identified recharge sites will involve evaluating up to three properties for implementing recharge through field efforts including subsurface borings or other methods, and potential small-scale infiltration testing, as determined appropriate. Field investigation work will also include installation of wells and other permanent monitoring equipment at the properties determined feasible for recharge to determine existing conditions and track the volume of water recharged and the benefits of recharge activities on soil and groundwater conditions. Through consideration of results from field investigations, preliminary recharge project design and planning concepts will be developed for future implementation. The feasibility analyses and recharge planning concepts will consider the costs and risks associated with on-farm activities for participating landowners to implement different recharge activities. These activities may include lower-cost options of using existing field infrastructure and irrigation systems to deliver water to fields for recharging or building berms or similar features to increase standing water on fields outside of the growing season to support recharge. Recharge plans developed for some properties may also involve more extensive and permanent recharge project concepts such as dedicated recharge basins, where property characteristics and landowner interests overlap. Outreach related to recharge interest began during the GSP development and will continue with meetings and other communications with landowners in select areas of the Subbasin in coordination with the Solano and Dixon RCDs.

The second element Task 4 consists of a localized groundwater conditions evaluation with a focus on the area near Lake Solano. This will involve the review of recent groundwater levels, water demands, well construction information, and evaluation of domestic and community water supply reliability in the NW

Focus Area of the Subbasin, with particular focus on the area near Lake Solano. There is a need to better understand conditions relating to the lowered groundwater levels around Lake Solano through a detailed investigation of how the hydrogeology, land use, and water demands have affected groundwater conditions. This investigation will utilize the improved information on active wells assembled through the well inventory conducted as part of a separate effort. The assessment will include identification of active domestic and public/community supply wells that are vulnerable to groundwater level impacts and consideration and planning of potential management actions or projects that could be implemented to address vulnerable domestic or community water supplies. Through comparing well construction information (e.g., well depth, top and bottom of perforations) and current and projected water levels in the area, wells that may be more likely to experience water supply reliability issues will be identified. Projects and management actions that may be considered to address domestic and community water supply vulnerability and reliability issues include targeted recharge efforts to raise groundwater levels, potential water system creation or consolidation, and technical or other support for communities or domestic well owners experiencing water supply reliability issues. The evaluation of local groundwater conditions in the NW Focus Area and consideration of actions to address these conditions in the Solano Subbasin will include coordination with the Yolo Subbasin GSA relating to groundwater development and land use changes on the north side of Putah Creek in the Yolo Subbasin and how more regional conditions may be impacting groundwater levels in the area within the Solano Subbasin.

The last element of the task involves providing support to the City of Vacaville in its efforts related to conducting additional City of Vacaville recycled water planning. The GSP discusses utilization of recycled water from the City of Vacaville to help support sustainable groundwater management in the Subbasin. The City of Vacaville's recent 2020 Recycled Water Master Plan Feasibility Study (Carollo, 2020) evaluates a number of aspects relating to the feasibility of providing recycled water to customers within the City's service area. This task will include providing technical support and coordination with the City of Vacaville (and subconsultants) in completing additional planning steps to build upon the City's 2020 Recycled Water Master Plan Feasibility Study and exploration of additional opportunities for broader distribution of recycled water outside of the City's service area to offset groundwater pumping within areas served and managed by other entities. The task assumes that the City of Vacaville will perform the planning efforts as part of a separate agreement with the Solano GSA, and LSCE's involvement will be limited to providing technical support as needed and appropriate.

LSCE's technical support may include assistance in identification of areas for potential targeting of recycled water use considering where providing recycled water would be most beneficial. LSCE may also assist in coordination amongst GSAs (including SID and the Solano GSA) and water providers or management entities during consideration of the feasibility of broader recycled water distribution and, as necessary and appropriate, establishing agreements and policies that could facilitate this effort. Additional technical support may include assisting in analyses of the benefits and costs of expanding recycled water distribution, including how much and where broader project benefits to sustainable groundwater management in the Solano Subbasin will occur.

Task 5: GSP Implementation, Outreach, and Compliance Activities

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 GSP Regulations. Previous reporting has provided a means for proactively addressing stakeholder concerns and synthesizing data across monitoring programs. During Fiscal Year (FY) 2024-2025, LSCE will 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, 2025.

The Annual Report will also summarize additional data collection and analysis performed as part of ongoing tracking and analysis of conditions in the Subbasin to understand trends in groundwater levels and causes of trends in northwestern part of the Subbasin. The Annual 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. Work to be performed as part of the Annual Report preparation 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*)
 - City of Dixon
 - California Water Service Company (CalWater)
 - 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
 - DWR InSAR data
- 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
 - CalWater
 - Maine Prairie Water District
 - RD 2068
 - 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 2024
 - Evaluation of groundwater quality (concentrations of selected constituents)
 - Presentation/evaluation of subsidence data and the relationship of subsidence to groundwater level fluctuations
 - 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 2015 to current reporting year
 - Status of Solano Subbasin GSP Representative Monitoring Site network
 - Status of ongoing GSP projects and management actions in the 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. This task will also include coordination with GSAs and other monitoring entities on implementing standard monitoring procedures and developing processes and forms for providing semi-annual well monitoring data and annual GSP report data.

LSCE will begin work on addressing recommended corrective actions identified by DWR in the GSP approval letter received in January 2024. These efforts will focus on reviewing subsidence sustainable management criteria (SMC) and potential revisions to the subsidence RMS network and additional consideration of SMC for depletion of interconnected surface water based on any additional guidance documents prepared by DWR.

As part of this task LSCE will also assist GSAs and subconsultants in performing public engagement to interested parties and stakeholders about GSP implementation activities through attendance at GSA Board and stakeholder meetings and public workshops, as requested, during the fiscal year. This task will also include providing technical support in preparation of GSP-related outreach materials, including flyers, newsletters, press releases, or other avenues for public outreach.

Task 6: Funding Development Support

Under this task, LSCE will provide grant funding coordination and development technical support, including coordination with Dixon and Solano RCDs, Solano County, and other local entities on grant opportunities for multi-benefit stormwater and groundwater resource management projects. Potential grant funding opportunities to be considered include U.S. Bureau of Land Management and National Resources Conservation Service grant programs and other funding opportunities aligned with GSP implementation activities.

Task 7: On-Call SGMA Technical Support

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

- Development of maps and other outreach materials to support GSP implementation planning,
- Supporting coordination and information-sharing with Solano Subbasin stakeholders, GSAs in adjacent basins, or others, or
- Responding to data requests and other SGMA-related technical assistance.

Schedule and Deliverables

All grant deliverables relating to this scope of work will be prepared and submitted in accordance with the deliverable due date schedule developed as part of the Grant Administration task. Updates on grant progress will be provided in monthly status reports to the Solano GSA and through other periodic updates at monthly Solano Collaborative meetings and at Solano GSA Board of Directors meetings, as requested.

The following products are the final deliverables supported by completion of this scope of work, although the final deliverables for grant-supported tasks may not be completed until the end of the grant on April 30, 2026. Deliverables associated with tasks 1 through 5 are directly supported by the GSP implementation grant.

Task 1 – Grant Administration

- Environmental Information Form
- Deliverable due date schedule
- Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation
- Draft and Final Component Completion Reports
- Draft and Final Grant Completion Reports

Task 2 – GSP Monitoring and Data Management Enhancements

Monitoring enhancements and addressing monitoring data gaps

- Outreach letters for well recruitment
- Times series charts of water level elevations, rating curve charts
- Survey data from streams stages, maps
- Summary tables and maps of well inventory in Subbasin

Data management system enhancements

- Enhanced DMS with web-based data visualization tools for viewing and accessing GSP-related data
- Documentation of DMS
- Update Guidebook for GSAs

ISW and GDEs and Putah Creek projects

- Technical Memo summarizing ISW conditions in the Subbasin and GDE health

Task 3 – Supporting Groundwater Use Management Actions

Improving understanding of basin water use

- Technical Memo summarizing improved understanding of Subbasin water use including ET, surface water and documenting model updates
- Education and Outreach materials

Local water conservation and management (*to be prepared by GSAs, and subcontractors/collaborators*)

- Technical Memo summarizing results of water conservation efforts

Groundwater management policy

- Technical Memo summarizing economic impacts of policies
- Meeting Notes and Agendas

Task 4 – Water Supply Replenishment and Reliability Projects

Recharge study

- Feasibility Study
- 100% Design, plans and specifications, if applicable
- Awarded contracts, if applicable
- Required environmental documentation for CEQA compliance
- Copies of required permits and access agreements
- Health and Safety Plan, if applicable

Localized groundwater conditions evaluation

- Times series charts of water level elevations
- Summary tables of water demands including groundwater use and surface water diversions
- Document summarizing well vulnerability, water supply reliability options and considerations, and recharge and replenishment interests and feasibility

City of Vacaville recycled water planning (*to be prepared by City of Vacaville, and subconsultants*)

- Technical Memorandum

Task 5 – GSP Implementation, Outreach, and Compliance Activities

Annual reporting

- Annual reports

Addressing GSP corrective actions and five-year GSP update

- Five-Year GSP update

Stakeholder engagement and community outreach (*to be prepared by GSAs, and subconsultants*)

- Subbasin outreach materials
- Stakeholder and Board Meeting minutes
- Workshop agenda and presentation materials

Task 6 – Funding Development Support

- Grant or other submittal materials, as appropriate

Task 7 – On-Call SGMA Technical Support

- As necessary and requested

Cost Estimate

Table 1 details the estimated cost for the activities proposed in Tasks 1 through 7. The GSP implementation grant awarded to the Subbasin includes funding for Tasks 1 through 5. Two additional tasks (Tasks 6 and 7), which are not part of the GSP implementation grant, include providing any as-needed support in securing additional funding for GSP projects and management action and addressing any other identified technical support needs. The scope and budget include several items for which LSCE intends to engage subconsultants. These subcontractors to LSCE will be engaged to assist with specialized aspects of grant tasks, including GDE and wetland mapping support in Task 2, economic analysis support in Task 3, and modeling support in Task 5. The cost for engaging subcontractors to LSCE, and any other outside services contracted through LSCE, are included in the scope and budget. The cost estimate does not include the costs for work to be conducted by entities contracting directly with the Solano GSA such as for the Solano RCD, Dixon RCD, City of Vacaville, and Ag Innovations. LSCE anticipates close coordination with these other entities during completion of the scope of work, although they will contract directly with the Solano GSA for their work. The total estimated cost for all tasks included in the scope of work is \$1,680,416. The estimated cost for the tasks covered by the GSP implementation grant is \$1,651,476; the cost for tasks not covered by the GSP implementation grant is \$28,940.

The current LSCE Schedule of Fees is enclosed for your reference. In the event the Solano Collaborative or Solano GSA requests out-of-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.

MR. CHRIS LEE
APRIL 8, 2024
PAGE 15

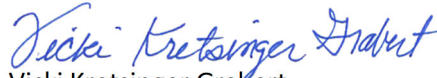
If you have any questions, or wish to discuss any of the above, we would be pleased to respond.

Sincerely,

LUHDORFF & SCALMANINI
CONSULTING ENGINEERS



Nick Watterson, PG, CHG
Principal Hydrogeologist



Vicki Kretsinger Grabert
Senior Principal Hydrologist

Enclosures:

Table 1 – Cost Estimate

LSCE Schedule of Fees

EXHIBIT B

RATE OF COMPENSATION

Table 1

Cost Estimate: Solano Subbasin Groundwater Sustainability Plan Implementation Support — Fiscal Year 2024-2025

Task Description		Hours					Cost				
		Sr. Prin. Hydrol.	Prin. Hydrogeologist	Pjt. Hydro./ Geol.	Staff Hydro./ Geol.	GIS/ Data Tech.	Clerical	LSCE	Outside Services	Subtask	Task
Billing Rate (\$/hr)		\$260	\$248	\$182	\$165	\$150	\$110				
Task 1 - Grant Administration											
1	Provide support in the preparation of the following grant administration items: <ul style="list-style-type: none"> •EIF, Deliverable Schedule •Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation •Draft and Final Component Completion Reports (some work on draft reports to occur in FY25, primarily will occur in FY26) •Draft and Final Grant Completion Reports (primarily will occur in FY26) 	8	80	80	80			\$49,680		\$49,680	
Task Total											\$49,680
Task 2 - GSP Monitoring and Data Management Enhancements											
2.1	<u>Monitoring Enhancements and Addressing Monitoring Data Gaps</u> <ul style="list-style-type: none"> •Inventory of active wells; water quality sampling of select domestic wells in areas of interest (assumes sampling of up to 25 wells) •Automated/real-time instrumentation of select monitoring sites (assumes instrumentation of additional 5 wells) •Review recent Basal Tehama ag production •Activities associated with identifying potential sites suitable for well recruitment to address GW monitoring data gaps 	16	120	200	400	40		\$142,320	\$40,000	\$182,320	
2.2	<u>Data Management System Enhancements</u> <ul style="list-style-type: none"> •DMS updates, interactive web mapping application expansion and enhancements, and other data visualizations for GSA and public use 	16	80	100	100	600		\$148,700		\$148,700	
2.3	<u>Interconnected Surface Water (ISW) and Groundwater Dependent Ecosystems (GDEs) and Putah Creek Projects</u> <ul style="list-style-type: none"> •Improved GDE inventory and assessment – cottonwoods, managed wetlands •ISW and GDE monitoring enhancements – rating curves/instrumentation at least four existing facilities, identify additional monitoring sites east of Stevenson Bridge, survey SCWA streamflow/stage gages •Synthesis of shallow groundwater/stream infiltration monitoring on Putah Ck in conjunction with soil and ET monitoring in relation to GDE impacts; creation and updating of hydrogeologic cross-sections with AEM and local well lithology and monitoring data •Technical Memo summarizing ISW conditions in the Subbasin and GDE health 	16	100	120	120	400		\$130,600	\$100,000	\$230,600	
Task Total											\$561,620

Table 1

Cost Estimate: Solano Subbasin Groundwater Sustainability Plan Implementation Support — Fiscal Year 2024-2025

Task Description		Hours					Cost				
		Sr. Prin. Hydrol.	Prin. Hydrogeologist	Pjt. Hydro./ Geol.	Staff Hydro./ Geol.	GIS/ Data Tech.	Clerical	LSCE	Outside Services	Subtask	Task
Billing Rate (\$/hr)		\$260	\$248	\$182	\$165	\$150	\$110				
Task 3 – Supporting Groundwater Use Management Action											
3.1	<p><u>Improving Understanding of Basin Water Use</u></p> <ul style="list-style-type: none"> Review and refine ET estimates using OpenET Comparison of remote sensing versus available ground-based sensors and sensors to be installed Improve assessment of SW use locations and volumes (with well inventory) Complete model updates with new information on SW and GW use locations and volumes Technical Memo summarizing improved understanding of Subbasin water use including ET, surface water and documenting model updates 	20	100	400	200			\$135,800	\$70,000	\$205,800	
3.2	<p><u>Local Water Conservation and Management</u></p> <p>Support Solano and Dixon RCDs in the following tasks:</p> <ul style="list-style-type: none"> Continued outreach to growers on BMPs benefitting water conservation Irrigation management evaluations for groundwater users Technical Memo summarizing results of water conservation efforts 	40	80	80	80			\$58,000		\$58,000	
3.3	<p><u>Groundwater Management Policy: Positioning for the Future</u></p> <ul style="list-style-type: none"> Incentives and policies for future groundwater development Future land use policy Strategies to manage and monitor groundwater use, including mechanisms to promote recharge and potential updates to groundwater ordinance Technical Memo summarizing economic impacts of policies 	20	80	120	80			\$60,080	\$100,000	\$160,080	
Task Total										\$423,880	
Task 4 – Water Supply Replenishment and Reliability Projects											
4.1	<p><u>Recharge Study - Targeted Implementation</u></p> <ul style="list-style-type: none"> Recharge feasibility analyses in NW Focus Area and Tremont 3 Watershed- ranking areas and identifying properties for field-scale consideration Field-scale recharge site investigation – selected sites for detailed cost/benefit and field conditions assessment for designing pilot recharge projects Planning, and design activities, including environmental permits, access agreements, completion of CEQA documentation, and install and conduct any necessary monitoring 	32	120	200	200	40		\$113,480	\$100,000	\$213,480	
4.2	<p><u>Localized Groundwater Conditions Evaluation (near Lake Solano)</u></p> <ul style="list-style-type: none"> Review and assess GW conditions near Lake Solano in relation to hydrogeology and land use/water demand Coordination with Yolo Subbasin Identify domestic wells vulnerable to GW level impacts Evaluate community water supply well needs or other water supply options for improving domestic water supply reliability in NW Focus Area Evaluate recent groundwater quality conditions in NW Focus Area and other parts of Subbasin; consider relationships of water quality conditions to past and future recharge activities Coordination with Solano One-Water activities, Sustainable Conservation, and RCDs 	40	80	120	100	40		\$74,580		\$74,580	
4.3	<p><u>City of Vacaville Recycled Water Planning</u></p> <p>LSCE will assist and coordinate with City of Vacaville on recycled water planning and evaluating potential challenges and benefits relating to use of recycled water in the context of Subbasin groundwater management. City of Vacaville will lead this task with consideration for the following task objectives and deliverables:</p> <ul style="list-style-type: none"> Engineering/economic analysis of how much and where the benefits occur Consideration of where additional water would be most beneficial and associated costs, could offset some current and/or future Basal Tehama pumping by serving within COV Considering future water supplies and treatment needs Technical Memorandum 	8	16	24		12		\$12,216		\$12,216	
Task Total										\$300,276	



Table 1
Cost Estimate: Solano Subbasin Groundwater Sustainability Plan Implementation Support – Fiscal Year 2024-2025

Task Description	Hours						Cost				
	Sr. Prin. Hydrol.	Prin. Hydrogeologist	Pjt. Hydro./ Geol.	Staff Hydro./ Geol.	GIS/ Data Tech.	Clerical	LSCE	Outside Services	Subtask	Task	
	Billing Rate (\$/hr)	\$260	\$248	\$182	\$165	\$150	\$110				
Task 5 – GSP Implementation, Outreach, and Compliance Activities											
5.1	<u>Prepare GSP Annual Report</u> •Includes data acquisition, model refinement, quality control review, and DMS updating, draft and final text preparation •Prepare annual report for water year 2024	6	80	120	120	24	4	\$67,080	\$40,000	\$107,080	
5.2	<u>GSP Modifications and Five-Year GSP Assessment</u> •Work on addressing DWR GSP recommended corrective actions •Early preparations for five-year GSP review and evaluation, due January 2027 •Includes data acquisition, model refinement and enhancements, quality control review, and DMS updating, draft text preparation	24	100	200	100	24		\$87,540	\$80,000	\$167,540	
5.3	<u>Stakeholder Engagement and Community Outreach</u> •Update website •Perform public engagement at public Grantee Board meetings and stakeholder meetings and workshops including targeted outreach •Newsletter and other periodic stakeholder updates •Support interbasin coordination	60	60	60				\$41,400		\$41,400	
Task Total											
\$316,020											
Task 6 – Funding Development Support											
6	Grant funding coordination and technical support; includes coordination with Dixon and Solano RCDs, Solano County, and other local entities on grant opportunities for multi-benefit stormwater and groundwater resource management projects. Potential grant funding opportunities to be considered include BLM and NRCS grant programs and other funding opportunities aligned with GSP implementation activities.	24	24	24				\$16,560		\$16,560	
Task Total											
\$16,560											
Task 7 – On-Call Technical Support											
7	Performing on-call tasks as requested, including continued development of maps and other outreach materials to support stakeholder education and engagement efforts, participation in meetings, and other tasks.	12	20	20			6	\$12,380		\$12,380	
Task Total											
\$12,380											
Total All Tasks		342	1140	1,868	1,580	1,180	10	\$1,150,416	\$530,000		\$1,680,416

2024 SCHEDULE OF FEES

ENGINEERING AND RELATED FIELD SERVICES

Professional*

Senior Principal	\$260/hr.
Principal Professional.....	\$248/hr.
Supervising Professional	\$238/hr.
Senior Professional	\$200 to 228/hr.
Project Professional	\$182/hr.
Staff Professional	\$165/hr.

Technical

ACAD DMS/GIS.....	\$150/hr.
Engineering Assistant.....	\$135/hr.
Scientist.....	\$135/hr.
Technician.....	\$135/hr.

Project Admin Support

Word Processing, Clerical.....	\$105/hr.
Digital Communications Specialist.....	\$115/hr.
Project Admin/Accounting Assistant	\$115/hr.

Vehicle Use	\$0.67/mi(or curr. IRS rate)
Subsistence	Cost Plus 15%
Groundwater Sampling Equipment (Includes Operator)	\$200.00/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%
Prevailing Wage Rate	\$200/hr until June 30, 2024
Prevailing Wage Rate	\$205/hr effective July 1, 2024

* Engineer, Geologist, Hydrogeologist, and Hydrologist

Name of Project: Ag Water Efficiency Program

SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (*Professional Services/Contractor*)

THIS AGREEMENT, effective **July 1, 2024**, 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 Solano Resource Conservation District, hereinafter referred to as "Contractor."

The Agency requires services for Ag Water Efficiency Program; 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 Ag Water Efficiency Program, 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 \$80,000** 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, 2025**, 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.

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 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

Chris Lee, General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

CONTRACTOR

Chris Rose, Executive Director
Solano Resource Conservation District
1170 N Lincoln Street, Suite 110
Dixon, CA 95620

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 County Water Agency
a Public Agency

By: _____
Chris Lee
General Manager & Secretary
to Solano Subbasin Groundwater Sustainability Agency

By: _____
Chris Rose,
Executive Director

EXHIBIT A

SCOPE OF SERVICES

The Solano Subbasin Groundwater Sustainability Agency (Solano GSA) requires assistance with the Ag Water Efficiency Program. The Solano RCD will work with project partners (Solano GSA, SCWA, Dixon RCD, LSCE) to promote and perform trial best management practices for water use efficiency and groundwater recharge throughout Solano County, with a particular focus on the NW focus area. Solano RCD's primary role is to serve as the direct interface with producers and landowners interested in participating in GSP project goals. Deliverables fall into four main categories:

The Solano GSA requires assistance with the following tasks:

1. **Direct producer assistance with irrigation efficiency improvements via the Ag Water Efficiency Program.** Services available free of charge to growers include irrigation evaluations, distribution uniformity testing, pump efficiency testing, and remote sensing of irrigation systems and crop growth.
2. **Soil moisture monitoring and evapotranspiration data collection.** Work with partner agencies and willing producers to collect region- and soil-specific soil moisture data and calibrate local ET data with currently accepted models to assess recharge potential.
3. **Conduct grower workshops and public outreach to promote irrigation efficiency and groundwater recharge.** Collaborate with Dixon RCD and the Dixon-Solano Water Quality Coalition to integrate existing outreach efforts on minimization of nitrate leaching with recharge efforts.
4. **Plan and implement pilot projects for groundwater recharge.** Work with project partners to identify project sites and equip them with instrumentation necessary for monitoring. Interface with landowners interested in installing recharge projects on their property, plan the projects, and implement them where possible, including finding other funds for install where appropriate.

EXHIBIT B
RATE OF COMPENSATION

Scope of Work and Budget: Ag Water Efficiency Program

July 1 2024 – June 30 2025

Task	Item	Total
Pump efficiency tests	Equipment - PT900	\$ 21,000.00
Remote sensing of irrigation leaks, distribution uniformity	SRCD equipment rental - drone, sensors, software	\$ 5,000.00
Site visits with producers, conducting irrigation evals	SRCD equipment rental - ATV, trailer, etc.	\$ 4,000.00
Pilot program: cost share for water conservation instrumentation	SRCD staff time	\$ 7,000.00
	Cost share to producers	\$ 38,000.00
Producer outreach: grower workshop focused on water conservation strategies and vendor options	SRCD staff time	\$ 2,500.00
	supplies	\$ 500.00
Travel	federal mileage reimbursement rate	\$ 2,000.00
	TOTAL	\$ 80,000.00

Name of Project: **SGMA/GSP Implementation**

SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Contractor)

THIS AGREEMENT, effective **July 1, 2024**, 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 **Solano Resource Conservation District**, hereinafter referred to as "Contractor."

The Agency requires services for **SGMA/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 **SGMA/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 \$368,000** 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, 2025**, 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.

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 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

Chris Lee, General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

CONTRACTOR

Chris Rose, Executive Director
Solano Resource Conservation District
1170 N Lincoln Street, Suite 110
Dixon, CA 95620

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 County Water Agency
a Public Agency

By: _____
Chris Lee
General Manager & Secretary
to Solano Subbasin Groundwater Sustainability Agency

By: _____
Chris Rose,
Executive Director

EXHIBIT A

SCOPE OF SERVICES

The Solano Subbasin Groundwater Sustainability Agency (Solano GSA) requires assistance to promote and provide trial best management practices for water use efficiency and groundwater recharge throughout Solano County, with a particular focus on the NW focus area. We require the Solano RCD to serve as the direct interface with producers and landowners interested in participating in GSP project goals. Deliverables fall into four main categories:

The Solano GSA requires assistance with the following tasks:

1. GSP Monitoring and Data Management Enhancements

Work with NRCS, others to ID additional monitoring sites for wells and ET data

Assist LSCE and Solano GSA with instrumentation installation

Work with vendors and producers on sensor installation and data interpretation

2. Support Groundwater Use Management Action

Ag Water Efficiency Program-irrigation evaluations, pump efficiency tests, outreach and education, grower workshops

Integrate groundwater outreach with other SRCD programs

Provide technical assistance and conservation planning services to landowners interested in recharge projects

3. Water Supply Replenishment and Reliability Projects

Assist with the identification, planning and implementation of pilot projects for groundwater recharge

EXHIBIT B
RATE OF COMPENSATION

Scope of Work and Budget

Sub-contract for: Agreement #4600015665 SGMA Implementation Grant (CA DWR and SCWA)

Task	Deliverable(s)	Budget
Task 1 – Grant administration	<ul style="list-style-type: none"> • Quarterly invoices, reports • Coordination with project partners 	\$15,000
Task 2 - GSP Monitoring and Data Management Enhancements	<ul style="list-style-type: none"> • Work with NRCS, others to ID additional monitoring sites for wells and ET data • Assist LSCE, SCWA with instrumentation installation • Work with vendors and producers on sensor installation and data interpretation 	\$20,000
Task 3 – Supporting Groundwater Use Management Action	<ul style="list-style-type: none"> • Ag Water Efficiency Program – irrigation evals, pump efficiency tests, outreach and education, grower workshops • Integrate groundwater outreach with other SRCD programs • Provide technical assistance and conservation planning services to landowners interested in recharge projects 	\$235,000
Task 4 – Water Supply Replenishment and Reliability Projects	<ul style="list-style-type: none"> • Assist with the identification, planning and implementation of pilot projects for groundwater recharge 	\$98,000
	TOTAL	\$368,000