

# SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY



## BOARD OF DIRECTORS' MEETING

### BOARD OF DIRECTORS:

**Chair:**  
*Supervisor Mitch Mashburn*  
Solano County District 5

**Vice Chair:**  
*Mayor Steve Bird*  
City of Dixon

### DIRECTORS:

*Mayor Edwin Okamura*  
City of Rio Vista

*Director Benjamin Voight*  
California Water Services

*Director Spencer Bei*  
Dixon Resource  
Conservation District

*Director Chris Holdener*  
Maine Prairie Water District

*Director Gabe DeTar*  
Reclamation District No. 2068

*Supervisor John Vasquez*  
Solano County District 4

*Director Greg House*  
Solano County Farm Bureau

*Director Kurt Balasek*  
Solano Resource  
Conservation District

### SECRETARY/TREASURER:

*Chris Lee*  
Solano County Water Agency

**DATE:** Thursday, January 8, 2026

**TIME:** 5:30 P.M.

**PLACE:** Berryessa Room, Solano County Water Agency Office  
810 Vaca Valley Parkway, Suite 202  
Vacaville, CA 95688

### **Remote participation is available under AB 2449:**

**Please review the insert after agenda regarding AB 2449.**

### Zoom Information

<https://us02web.zoom.us/j/84924994870?pwd=foiv6PZKWXGxGyyj1YGOasMk0fnTzqx.1>

Meeting ID: 849 2499 4870 | 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. **ELECTION OF OFFICERS** (estimated time: 5 minutes)

### RECOMMENDATIONS:

1. Rotation of Vice Chair to Chair for the Solano Subbasin GSA Board of Directors.
2. Election of Vice Chair for the Solano Subbasin GSA Board of Directors.

**7. CONSENT ITEMS** *(estimated time: 5 minutes)*

- (A) Minutes: Approval of the Minutes of the Board of Directors meeting of June 12, 2025.
- (B) Expenditure Approvals: Approval for June 2025 to December 2025, checking account register.
- (C) Quarterly Financial Reports: Approve the Income Statement and Balance Sheet of December 2025.

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

RECOMMENDATION: For information only.

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

RECOMMENDATION: For information only.

**10. AMENDMENT 1 TO JOINT POWERS AGREEMENT CREATING THE SOLANO SUBBASIN GSA** *(estimated time: 5 minutes)*

RECOMMENDATIONS:

- 1. Approve Amendment 1 revisions to Joint Powers Agreement Creating the Solano Subbasin Groundwater Sustainability Agency.
- 2. Authorize Board Member signatures to Amendment 1 to Joint Powers Agreement creating the Solano Subbasin Groundwater Sustainability Agency.

The Joint Powers Agreement (JPA) creating the Solano Subbasin Groundwater Sustainability Agency (Solano GSA) became effective upon signature of all parties on June 8<sup>th</sup>, 2017.

Under Section 15.11 of the JPA, the agreement may be amended at any time, provided that any such amendment is reduced in writing, signed by all Members hereto, and adopted by unanimous vote by the entire Board of Directors.

Staff are recommending that the Board of Directors approve the revisions in Amendment 1 to the JPA and authorize Board Member signatures to Amendment 1 to the JPA. A unanimous vote is required by all Members to authorize an Amendment to the JPA.

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

Thursday, April 9, 2026, at 5:30 p.m. at the SCWA offices.

***The Full Board of Directors packet with background materials for each agenda item can be viewed on the Agency's website at: <https://scwa2.com/governance/solano-gsa-board-of-directors/>***

## **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: June 12, 2025**

The Solano Subbasin Groundwater Sustainability Agency Board of Directors met this evening in the Board Room located at the Water Agency office in Vacaville. Present were:

Mayor Steve Bird, City of Dixon  
Mayor Edwin Okamura, City of Rio Vista  
Director Benjamin Voight, California Water Services  
Director Spencer Bei, Dixon Resources Conservation District  
Director Gabe DeTar, Reclamation District 2068  
Director Kurt Balasek, Solano Resources Conservation District  
Director Chris Calvert, Solano County Farm Bureau

**CALL TO ORDER**

The meeting was called to order by Mayor Okamura at 5:30-pm.

**APPROVAL OF AGENDA**

On a motion by Director Balasek and a second by Director Calvert the Board unanimously approved the agenda.

**PUBLIC COMMENT**

There was no public comment.

**CONSENT ITEMS**

On a motion by Director Bei and a second by Director Calvert the Board unanimously approved the following consent items:

- (A) Minutes
- (B) Expenditure Approvals
- (C) Quarterly Financial Reports

**BOARD MEMBER REPORTS**

There were no Board Member reports.

**SECRETARY/TREASURER REPORT**

Secretary Chris Lee had nothing to add to the written report.

Vice Chair Bird entered at 5:32-pm

**SOLANO GROUNDWATER SUSTAINABILITY AGENCY BUDGET FOR FISCAL YEAR 2025-  
2026**

Assistant General Manager Alex Rabidoux provided an overview of the Solano GSA Budget for FY 25-26. In closing out the FY 24-25 GSA budget, there is expected to be a small deficit of about \$37,000. Moving into FY 25-26 many of the budget items will remain the same, but the DWR grant will begin to significantly reimburse the GSA. This will result in a surplus in the GSA budget of approximately \$300,000 with the ending reserve expected to be just under \$1.2 million. While the overall GSA expenses are not significantly different in FY 25-26, there have been adjustments of funds from GSP Implementation into Grant Expenses, to reflect the DWR grant categories. Within the next 1-2 years, the GSA will need to significantly ramp down expenses as the DWR grant ends. Lastly, Mr. Rabidoux wanted to bring to the GSA Board's attention, that the GSA Budget should include \$80,000 in the consultant expenses for the Solano RCD – Ag Efficiency program. Staff were made aware of this

discrepancy today, and the budget incorrectly lists \$40,000 but should be \$80,000 for the Ag Efficiency program.

On a motion by Mayor Okamura and a second by Director Balasek the Board unanimously approved the Solano Subbasin Groundwater Sustainability Agency's Fiscal Year 2025-2026 Budget with the \$80,000 correction for the Solano RCD – Ag Efficiency program.

### **BUDGET IMPLEMENTATION ACTIONS**

Assistant General Manager Alex Rabidoux provided a quick overview of the two budget implementation actions. The first item is a list of pre-approved payments for FY 2025-2026, which include payments to legal counsel, ACWA JPIA insurance payments, Board approved grant expenses, and Board or General Manager approved payments to consultants or contractors. The second item is the approval of two contracts, one with Ag Innovations and Luhdorff & Scalmanini Consulting Engineers related to GSP facilitation and the second with GSP implementation, all related to the DWR grant and the Basin's approved GSP.

On a motion by Director Balasek and a second by Mayor Okamura, the GSA Board unanimously approved the following Budget Implementation Actions:

- (A) Pre-Approval of Fiscal Year 2025-2026 Payments: Pre-approval of specified categories of bills for fiscal year 2025-2026.
- (B) Consultant Services Contracts: Authorize General Manager to execute agreements for the following consultant services for work through fiscal year 2025-2026.
  - 1. Ag Innovations, GSP Facilitation Services, new contract, contract limit of \$137,500.
  - 2. Luhdorff & Scalmanini Consulting Engineers, GSP Implementation Actions, new contract, contract limit of \$1,442,500.

### **APPROVE UPDATED PROCUREMENT POLICY**

Assistant General Manager Alex Rabidoux provided a summary of the proposed updates to the procurement policy. To allow for more streamlined decision-making, particularly since the GSA Board only meets on a quarterly basis, the proposed updates include increasing the limit that the General Manager can authorize for professional and non-professional service contracts from \$45,000 to \$100,000. The update is also more consistent with other Solano agencies and is being proposed to the SCWA Board of Directors as well. The update also includes updated numbers for construction projects, but those numbers are tied to the Uniform Public Construction Cost Accounting Act.

On a motion by Director Bei and a second by Director Balasek, the GSA Board unanimously approved the updated Procurement Policy that will take effect June 13, 2025.

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

The GSA's legal counsel, Rebecca Smith, provided a quick update on the Amendment 1 process. Rebecca will be notifying all of the JPA's legal counsels to track changes and obtain collective input. Those changes will then put be into the final Amendment 1 and routed to each of the JPA members for signature.

### **TIME AND PLACE OF NEXT MEETING**

Thursday, October 9, 2025 at 5:30 pm at the SCWA office. If the SCWA Board cancels the October meeting, the GSA meeting will most likely be pushed to November 13, 2025 at 5:30 pm.

### **ADJOURNMENT**

The meeting of the Solano Subbasin Groundwater Sustainability Agency Board of Directors was adjourned at 5:53 pm.

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Chris Lee  
Secretary to the Solano Subbasin  
Groundwater Sustainability Agency

ACTION OF  
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

DATE: January 8, 2026

SUBJECT: Expenditure Approvals

RECOMMENDATIONS:


Approve expenditures for the Agency checking account for June through December 2025, checking account register.

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 June through December 2025. Additional backup information is available upon request.

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 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 January 8, 2026, by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Chris Lee,  
Secretary to the  
Solano Groundwater Sustainability Agency

**SOLANO GSA**  
**Cash Disbursements Journal**  
**For the Period From Jun 1, 2025 to Dec 31, 2025**

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
6/6/25	1235	2020SC 1025AC	Invoice: REPLACEMENT SOLANO COUNTY WATER AGENCY	101,894.16	101,894.16
6/23/25	1236	2020SC 1025AC	Invoice: 3817 AG INNOVATIONS	12,184.98	12,184.98
6/23/25	1237	2020SC 1025AC	Invoice: 43174 LUHDORFF & SCALMANINI	85,125.25	85,125.25
6/23/25	71207731	1220AC 1020AC	EMPLOYEE RECEIVABLE SOLANO COUNTY WATER AGENCY	678.02	678.02
8/11/25	1238	2020SC 1025AC	Invoice: 366 ACWA/JPIA	100.00	100.00
8/11/25	1239	2020SC 2020SC 1025AC	Invoice: 3839 Invoice: 3854 AG INNOVATIONS	6,097.75 12,333.00	18,430.75
8/11/25	1240	2020SC 1025AC	Invoice: 2025-0029 DIXON RESOURCE CONSERVATION DISTRICT	10,797.50	10,797.50
8/11/25	1241	2020SC 1025AC	Invoice: 614808 DOWNEY BRAND	1,584.00	1,584.00
8/11/25	1242	2020SC 1025AC	Invoice: JUNE 30 2025 MARK E. GRISMER PHD PE	169.00	169.00
8/11/25	1243	2020SC 1025AC	Invoice: 43337 LUHDORFF & SCALMANINI	134,187.75	134,187.75
8/11/25	1244	2020SC 1025AC	Invoice: 8349 PAT DAVIS DESIGN GROUP, INC.	2,280.00	2,280.00
8/11/25	1245	2020SC 2020SC 1025AC	Invoice: 2397 Invoice: 2398B SOLANO RESOURCE CONSERVATION DISTRICT	32,185.56 45,873.28	78,058.84
8/18/25	1246	2020SC 1025AC	Invoice: CERTIFIED FORM SECRETARY OF STATE	6.00	6.00
9/29/25	1247	2020SC 1025AC	Invoice: JULY 2025 MARK E. GRISMER PHD PE	2,500.00	2,500.00
9/29/25	1248	2020SC 1025AC	Invoice: 43469 LUHDORFF & SCALMANINI	72,977.83	72,977.83
9/29/25	1249	2020SC 1025AC	Invoice: 2025.06.30 SOLANO COUNTY WATER AGENCY	73,190.45	73,190.45
9/29/25	1250	2020SC 1025AC	Invoice: 2339B SOLANO RESOURCE CONSERVATION DISTRICT	2,883.00	2,883.00
10/14/25	1251	2020SC 1025AC	Invoice: 3874 AG INNOVATIONS	13,888.10	13,888.10
10/14/25	1252	2020SC 1025AC	Invoice: AUG-SEPT 2025 MARK E. GRISMER PHD PE	6,750.00	6,750.00
10/14/25	1253	2020SC 2020SC 1025AC	Invoice: 43627 Invoice: 43698 LUHDORFF & SCALMANINI	105,481.70 93,772.24	199,253.94
10/14/25	1254	2020SC	Invoice: 8377R	760.00	



**SOLANO GSA**  
**Cash Disbursements Journal**  
**For the Period From Jun 1, 2025 to Dec 31, 2025**

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		2020SC 1025AC	Invoice: 8394 PAT DAVIS DESIGN GROUP, INC.	1,140.00	1,900.00
11/18/25	1255	2020SC 1025AC	Invoice: 1761 ACWA/JPIA	1,597.50	1,597.50
11/18/25	1256	2020SC 2020SC 1025AC	Invoice: 3899 Invoice: 3913 AG INNOVATIONS	4,439.25 10,146.45	14,585.70
11/18/25	1257	2020SC 1025AC	Invoice: 619587 DOWNEY BRAND	495.00	495.00
11/18/25	1258	2020SC 1025AC	Invoice: 43897 LUHDORFF & SCALMANINI	89,642.22	89,642.22
11/18/25	1259	2020SC 1025AC	Invoice: 8438 PAT DAVIS DESIGN GROUP, INC.	11,400.00	11,400.00
11/18/25	1260	2020SC 2020SC 1025AC	Invoice: 2427 Invoice: 2454 SOLANO RESOURCE CONSERVATION DISTRICT	15,521.73 25,014.77	40,536.50
<b>Total</b>				<b>977,096.49</b>	<b>977,096.49</b>

ACTION OF  
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

DATE: January 8, 2026  
SUBJECT: Financial Report Approval

RECOMMENDATIONS:


Approve the quarterly Income Statement and Balance Sheet for the period ending December 2025.

FINANCIAL IMPACT:

All revenues and expenditures are reported within previously approved budget amounts.

BACKGROUND:

The Agency auditor has recommended that the Board of Directors receive quarterly financial reports. Attached are the Income Statement and the Balance Sheet of the GSA for the period ending December 2025. Additional backup information is available upon request.

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 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 January 8, 2026, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Chris Lee,  
Secretary to the  
Solano Groundwater Sustainability Agency

SOLANO GSA  
OPERATING BUDGET  
FOR THE SIX MONTHS ENDED DECEMBER 31, 2025

		Annual Budget	Year to Date	Year To Date Variance	% of Budget
<b><u>Expenses</u></b>					
<b><u>Administrative Expenses</u></b>					
6040AC	Administrative/Office	1,000	\$ 92.60	\$ 907.40	9.26%
6043AC	General Staff Administration	75,000		75,000.00	0.00%
6090AC	Memberships	3,500	2,904.82	595.18	82.99%
6100AC	Property tax Admin Fee(County)	5,000		5,000.00	0.00%
6112AC	Computer Services (SCADA, Monitoring, Website)	46,500		46,500.00	0.00%
6126AC	Legal Costs	10,000	847.00	9,153.00	8.47%
6129AC	SGSA Monitoring	75,000		75,000.00	0.00%
6350AC	ACWA/JPIA Insurance	2,000	1,697.50		84.88%
6990AC	Contingency	12,000		12,000.00	0.00%
Subtotal Administrative Expenditures		<b>230,000.00</b>	<b>5,541.92</b>	<b>224,155.58</b>	<b>2.41%</b>
<b><u>GSP IMPLEMENTATION</u></b>					
6137AC	Funding Development Support(Grant Writing)	0.00	0.00	0.00	
6146AC	On-Call SGMA Support	75,000.00	5,128.00	69,872.00	6.84%
6614AC	Website Design & Maint	0.00	2,280.00		
6991AC	Contingency	50,000.00	128.00	49,872.00	0.26%
Subtotal Implementation Expenditures		<b>125,000.00</b>	<b>7,536.00</b>	<b>119,744.00</b>	<b>6.03%</b>
<b><u>GRANT EXPENDITURES</u></b>					
62101IMP	IMP GRANT ADMINISTRATION	85,000.00	32,948.50	52,051.50	38.76%
62102IMP	IMP GSP MONITORING ENHANCEMENT	150,000.00	63,024.91	86,975.09	42.02%
62103IMP	IMP GSP GRNDWTR USE MGT ACTION	235,000.00	42,098.60	192,901.40	17.91%
62104IMP	IMP INTERCONNECTED SURFACE WAT	110,000.00	20,075.50	89,924.50	18.25%
62105IMP	IMP BASIN WATER USE	135,000.00	105,927.73	29,072.27	78.46%
62106IMP	LOCAL WATER CONSERVATION & MGT	100,000.00	21,908.85	78,091.15	21.91%
62107IMP	GROUNDWATER MGT POLICY POSITIONING	150,000.00	1,300.00	148,700.00	0.87%
62108IMP	RECHARGE STUDY-TARGETED IMPLEMENTATION	320,000.00	79,236.88	240,763.12	24.76%
62109IMP	LOCALIZED GROUNDWATER CONDITIONS EVAL	80,000.00	3,284.00	76,716.00	4.11%
62110IMP	CITY OF VACAVILLE RECYCLED WATER PLANNING	10,000.00	0.00	10,000.00	0.00%
62111IMP	PREPARE GSP ANNUAL REPORT	110,000.00	29,263.50	80,736.50	26.60%
62112IMP	GSP MODIFICATIONS & 5 YR ASSESSMENT	200,000.00	127,144.31	72,855.69	63.57%
62113IMP	STAKEHLDR ENGAGEMENT & OUTRCH	200,000.00	58,977.15	141,022.85	29.49%
Subtotal Grant Expenditures		<b>1,885,000.00</b>	<b>585,189.93</b>	<b>1,299,810.07</b>	<b>31.04%</b>
Total Expenses		<b>2,240,000.00</b>	<b>598,267.85</b>	<b>1,643,709.65</b>	<b>26.71%</b>
<b><u>Revenues</u></b>					
4403AC	INTEREST - CHECKING	3,800.00	7,906.21	(4,106.21)	208.06%
4922AC	GSA GSP COST SHARE REVENUES	112,482.00	0.00	112,482.00	0.00%
4924AC	PROP 218 CHARGE	547,291.00	0.00	547,291.00	0.00%
49101IMP	GSGMA IMPLEMENTATION GRANT	1,885,000.00	0.00	1,885,000.00	0.00%
Total Revenues		<b>2,548,573.00</b>	<b>7,906.21</b>	<b>2,540,666.79</b>	<b>0.31%</b>
Net		<b>\$ 308,573.00</b>	<b>(\$ 590,361.64)</b>	<b>\$ 898,934.64</b>	<b>-191.32%</b>

SOLANO GSA  
Balance Sheet  
December 31, 2025

ASSETS

Current Assets			
1025AC	SGSA Checking - FNB	\$	<u>950,047.82</u>
	Total Current Assets		950,047.82
Property and Equipment			
	Total Property and Equipment		0.00
Other Assets			
	Total Other Assets		<u>0.00</u>
	Total Assets	\$	<u><u>950,047.82</u></u>

LIABILITIES AND CAPITAL

Current Liabilities			
2020SC	ACCOUNTS PAYABLE-SP/ADMIN	\$	<u>128,022.06</u>
	Total Current Liabilities		128,022.06
Long-Term Liabilities			
	Total Long-Term Liabilities		<u>0.00</u>
	Total Liabilities		128,022.06
Capital			
39005	Retained Earnings		1,412,387.40
	Net Income		<u>(590,361.64)</u>
	Total Capital		<u>822,025.76</u>
	Total Liabilities & Capital	\$	<u><u>950,047.82</u></u>

# SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY



## MEMORANDUM

**TO:** Board of Directors

**FROM:** Chris Lee, Secretary to the Board of Directors

**DATE:** January 5, 2026

**SUBJECT:** January General Manager/Secretary Report

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Although not directly linked to the Solano Subbasin GSA or the Solano Subbasin GSP, interconnected surface waters and regional water supplies play a large part in groundwater use.

### Water Supply Update

On December 1, 2025, the Department of Water Resources (DWR) provided the initial allocation for the State Water Project (SWP) of 10 percent. For those of us north of the Delta, our initial allocation is 20 percent. To make the initial 2026 allocation, DWR used the November 1 runoff forecast data, observed conditions through mid-November, and they are assuming dry conditions for 2026.

The 2025 water year closed with above average water supplies across the state. In late December and early January, a series of atmospheric rivers occurred, providing significant rainfall to the Sierras, and particularly the northern Sierras. Interestingly, Los Angeles County experienced record breaking rainfall, a dramatic change from the devastating wildfires that occurred a year early in January 2025. Locally, Solano County has also received above average precipitation, just above last year's rainfall total for early January.

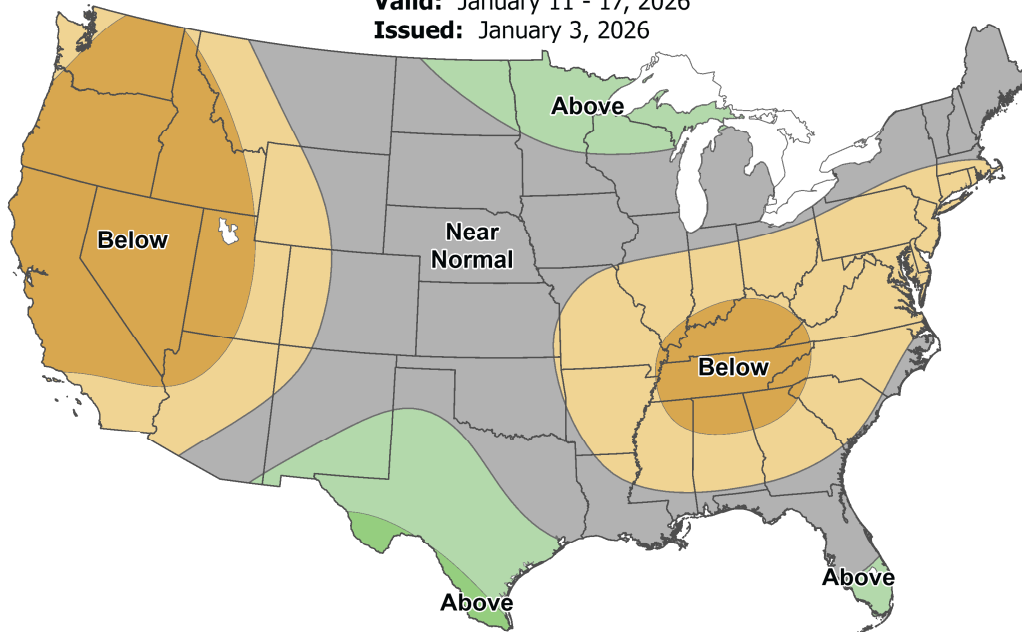
Lake Berryessa is at 92% full, very similar to where the lake was this time last year. From a water supply perspective, we are looking to be in good shape for several years to come, with several more months remaining of the rainy season. Short-term and seasonal precipitation forecasts are shown in the figures below.



## 8-14 Day Precipitation Outlook

**Valid:** January 11 - 17, 2026

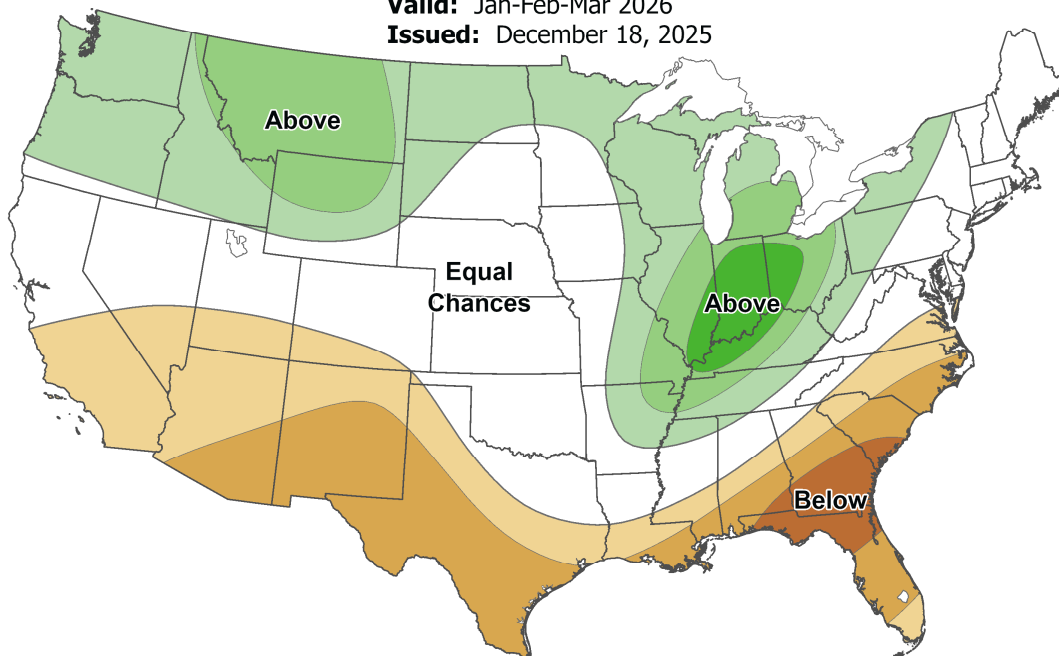
**Issued:** January 3, 2026



## Seasonal Precipitation Outlook

**Valid:** Jan-Feb-Mar 2026

**Issued:** December 18, 2025



## Bay Delta Plan<sup>1</sup> Update

The SWRCB released an update to the Bay-Delta Plan on December 12<sup>th</sup> in addition to a limited recirculation of the Staff Report / Substitute Environmental Document (Chapter 13). The SWRCB also provided updates and results from the Sacramento Water Allocation Model. In total, staff from SCWA and our member agencies will have approximately 3,565 pages of documents to review in late December through January. January will conclude with a multiday public hearing on January 28-30, 2026, with written comments due February 2, 2026. Interested GSA Board Members and other elected officials from Solano County are encouraged to participate in the public hearing. SCWA and member agency staff will be providing talking points, to continue to share the importance of the Healthy Rivers and Landscape (HRL) program and the impact the regulatory Unimpaired Flow pathway will have on our urban and agricultural community in Solano County.

## GSP Implementation Actions

Over the last several months, member and partner agencies of the Solano Collaborative have been actively engaged in a variety of implementation actions. To date, a total of 3 recharge locations have been developed within the Northwest Focus Area, including telemetry and data collection. All three are located on private property and required the support and interest of the local landowners and tenant farmers. The Dixon and Solano RCD staff were an important part of developing this connection with the Solano GSA. On other actions, the Solano Collaborative continues to meet on a quarterly basis. At the November 20<sup>th</sup> Collaborative meeting, staff from the Sacramento Regional Water Bank provided a brief history of groundwater in Sacramento County and how water banking is occurring, and what that might look like for Solano County. On other items, as part of the Prop. 68 DWR grant, the City of Vacaville is moving along with their feasibility study of water recycling and other options to improve groundwater management. Lastly, Water Agency staff have been working closely with our partner agencies and consultant team, to amend the Prop. 68 DWR grant to more closely align with the Solano Subbasin priorities, grant tasks, and final grant deliverables.

## Solano Groundwater Sustainability Plan Website

Several updates have occurred on the Solano Subbasin GSP website. The most significant being a complete visual update and upgrade of the website, the second consisting of improvements to better support ADA compliance. The address for the website is: <http://www.solanogsp.com>

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<sup>1</sup> The Bay-Delta Water Quality Control Plan is a policy document adopted by the State Water Resources Control Board that establishes water quality control measures and flow requirements needed to provide reasonable protection of the beneficial uses in the San Francisco Bay/Sacramento-San Joaquin Delta estuary.

ACTION OF  
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

DATE: January 8, 2026

SUBJECT: Amendment 1 to Joint Powers Agreement Creating the Solano Subbasin Groundwater Sustainability Agency

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RECOMMENDATIONS:

- 1. Approve Amendment 1 revisions to Joint Powers Agreement Creating the Solano Subbasin Groundwater Sustainability Agency.
- 2. Authorize Board Member signatures to Amendment 1 to Joint Powers Agreement Creating Solano Subbasin Groundwater Sustainability Agency.

FINANCIAL IMPACT:


None.

BACKGROUND:

The Joint Powers Agreement (JPA) creating the Solano Subbasin Groundwater Sustainability Agency (Solano GSA) became effective upon signature of all parties on June 8<sup>th</sup>, 2017.

Under Section 15.11 of the JPA, the agreement may be amended at any time, provided that any such amendment is reduced in writing, signed by all Members hereto, and adopted by unanimous vote by the entire Board of Directors.

Staff are recommending that the Board of Directors approve the revisions in Amendment 1 (attached) to the JPA and Authorize Board Member signatures to Amendment 1 to the JPA. A unanimous vote is required by all Members to Authorize an Amendment to the JPA.

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:

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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 January 8, 2026, by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Chris Lee,  
Secretary to the  
Solano Subbasin Groundwater Sustainability Agency



**FISRT AMEDMENT TO THE  
JOINT POWERS AGREEMENT  
CREATING THE SOLANO SUBBASIN  
GROUNDWATER SUSTAINABILITY AGENCY  
(January 20256)**

This JOINT POWERS AGREEMENT CREATING THE SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY is entered into this 8<sup>th</sup> day of June, 2017 (**Effective Date**) by and among the CITY OF DIXON and CITY OF RIO VISTA, each municipal corporations organized and existing under the laws of the State of California, SOLANO COUNTY, a subdivision of the State of California, DIXON RESOURCE CONSERVATION DISTRICT and SOLANO RESOURCE CONSERVATION DISTRICT, both California Resource Conservation Districts authorized under Division 9 of the California Public Resources Code, MAINE PRAIRIE WATER DISTRICT, a California Water District organized under the laws of the State of California, and RECLAMATION DISTRICT 2068, a Reclamation District authorized under Division 15 of the California Water Code (each a “**Party**” and collectively “**Parties**”). There are no other parties to this Agreement.

**ARTICLE 1: RECITALS.**

1.1. The Sustainable Groundwater Management Act of 2014 (“**Act**”) went into effect on January 1, 2015, and requires the sustainable management of high- or medium-priority Groundwater basins.

1.2. The Act allows certain local agencies to become a Groundwater Sustainability Agency and adopt a Groundwater Sustainability Plan to manage and regulate Groundwater.

1.3. Each Party to this Agreement overlies a portion of the Solano Subbasin, a medium-priority Groundwater subbasin, and the parties wish to form a multi-agency GSA through a Joint Powers Agreement, as allowed by the Act, to serve as a GSA in the Solano Subbasin, identified in the Department of Water Resources’ Bulletin 118 as Groundwater Basin Number 5-21-66.

1.4. The Parties, by and through their respective governing bodies, have determined that it will be mutually beneficial to enter into this Agreement and desire to create the Solano Subbasin Groundwater Sustainability Agency (“**Agency**”).

1.5. The Parties, acting through and by the Solano Subbasin Groundwater Sustainability Agency created by this Agreement, intend to work cooperatively with other GSAs operating in the Solano Subbasin and the Sacramento Valley Groundwater Basin to manage the basin sustainably pursuant to the requirements set forth in the Act.

NOW, THEREFORE, in consideration of the promises, terms, conditions, and covenants contained hereinafter and the above Recitals, which are incorporated by this reference, the Parties agree as follows:

**ARTICLE 2: DEFINITIONS**

2.1 **DEFINITIONS.** As used in this Agreement, unless the context requires otherwise, the meanings of the terms set forth below shall be as follows:

2.1.1 “**Act**” refers to the Sustainable Groundwater Management Act of 2014 and all implementing regulations, as amended from time to time.

2.1.2 “**Agency**” means the Solano Subbasin Groundwater Sustainability Agency.

2.1.3 “**Agreement**” means this Joint Powers Agreement Creating the Solano Subbasin Groundwater Sustainability Agency, as may be amended from time to time.

2.1.4 “**Alternate**” shall mean an alternate to a Director as set forth in Section 6.1.

2.1.5 “**Board of Directors**” or “**Board**” means the governing body of the Agency, as set forth in Article 6.

2.1.6 “**Budget**” is defined in Section 11.3.

2.1.7 “**Business Day**” means any day other than a Saturday, Sunday, or any other day on which banking institutions in the State of California are authorized by law or executive action to close.

2.1.8 “**Director**” or “**Directors**” mean a member or members of the Board of Directors governing the Agency.

2.1.9 “**DWR**” means the California Department of Water Resources.

2.1.10 “**Effective Date**” means the earlier to occur between (1) the date on which the last Party executes this Agreement; or (2) June 7, 2017.

2.1.11 “**Fiscal Year**” means July 1 through June 30.

2.1.12 “**Fund**” is defined in Section 11.1.

2.1.13 “**Groundwater**” shall have the definition set forth in the Act.

2.1.14 “**GSA**” means a Groundwater Sustainability Agency as defined in the Act, and shall also mean the GSA formed by the Agency.

2.1.15 “**GSA Boundary**” or “**Agency Boundary**” means the boundary of the Agency as depicted in **EXHIBIT A**.

2.1.16 “**GSP**” means Groundwater Sustainability Plan as defined in the Act and shall also mean any GSP adopted by the Agency.

2.1.17 “**Initial Budget**” is defined in Section 11.3.

2.1.18 “**Management Area**” shall mean that portion of the Solano Subbasin to be managed by the Agency pursuant to an adopted GSP, as depicted in **EXHIBIT A**.

2.1.19 “**Member’s Governing Body**” means the Board of Directors, City Council, or other legislative body that controls each individual Member of the Agency.

2.1.20 “**Member**” means Signatory Members and Non-Signatory Members.

2.1.21 “**Non-Signatory Member**” means the California Water Service Company (“**Cal Water**”) and other designated private entities that agree, through a separate memorandum of agreement or other legal agreement, to be bound by the terms of this Agreement.

2.1.22 “**Party**” and “**Parties**” is defined in the preamble.

2.1.23 “**Project**” is defined in Section 10.2.

2.1.24 “**Project Agreement**” is defined in Section 10.3.

2.1.25 “**SCWA**” shall mean the Solano County Water Agency.

2.1.26 “**Signatory Members**” shall mean each Party that has executed this Agreement.

2.1.27 “**Solano Subbasin**” or “**Subbasin**” shall mean the Solano Subbasin of the Sacramento Valley Groundwater Basin (Subbasin No. 5-21.66 as identified by DWR’s Bulletin 118).

2.1.28 “**Special Management Area**” or “**SMA**” means a subarea of the Management Area where the presence of local conditions for one or more critical parameters differ from those of the Management Area at large, and where the GSA Board has determined various subareas of the Management Area will benefit by identifying site specific conditions of water demand, water use, water source, management strategies, or other characteristics, as established in Article 9.

2.1.28 “**Supermajority Vote**” is defined in Section 6.9.

2.1.30 “**Sustainability Goal**” shall have the definition set forth in the Act.

2.1.31 “**Sustainable Yield**” shall have the definition set forth in the Act.

2.1.32 “**SWRCB**” means the California State Water Resources Control Board.

2.1.33 “**TAC**” shall mean a Technical Advisory Committee established pursuant to Article 8.

2.1.34 “**Undesirable Result**” shall have the definition set forth in the Act.

2.1.35 “**Withdrawing Member**” is defined in Section 13.2.

2.1.36 “**Withdrawal Notice Period**” is defined in Section 13.2.

Any and all other terms utilized herein shall be read consistently with the definitions found in the Act.

### ARTICLE 3: PURPOSES AND PRINCIPLES

3.1 **Purpose.** The purpose of this Agreement is to create a joint powers agency separate from its Members that will become the GSA for the Management Area, so that the Members may collectively develop, adopt, and implement one or more GSPs for the sustainable management of Groundwater for that portion of the Subbasin underlying the jurisdictional boundaries of the Members, including Special Management Areas, as those boundaries may be amended from time to time. Notwithstanding their intent to collectively develop, adopt, and implement one or more GSPs, the Members intend to cooperatively work together to ensure that Groundwater in the Management Area is proven to be sustainably managed by the January 1, 2040 regulatory deadline and thereafter. The Members agree that each Member shall maintain complete control and autonomy over the surface water and Groundwater assets to which they are currently legally entitled, and the Members make no

commitments by entering into this Agreement to share or otherwise contribute their water supply assets as part of Membership in the GSA or as part of the preparation and/or implementation of any GSP. The geographic boundaries of the GSA are set forth in the map attached hereto as **EXHIBIT A**, and incorporated herein by this reference. The Agency will also represent the Members in discussions with other Solano Subbasin and Sacramento Valley Basin GSAs. The Agency shall enter into Coordination Agreements or MOUs with those entities that form GSAs as required by the Act, in order to achieve integrated, comprehensive Subbasin-wide planning management that satisfies the Act. The Agency intends to involve the public and area stakeholders through outreach and engagement in developing, implementing, monitoring, and administering one or more GSPs for the Management Area.

3.2 **Cardinal Principles.** Seven cardinal principles guide the formation of this Agency, shall govern the actions of this Agency, and shall be incorporated into any GSP adopted by the Agency:

3.2.1 Compliance with the requirements of the Act and subsequent laws and regulations related thereto;

3.2.2 Protection of groundwater resources in the Solano Subbasin;

3.2.3 To the maximum extent allowable while still being consistent with the requirements of the Act, protection of existing reasonable and beneficial uses of water in the Solano Subbasin and surrounding areas;

3.2.4 To the maximum extent allowable while still being consistent with the requirements of the Act, protection of existing and future legal rights to Groundwater;

3.2.5 Providing assurances for the full and fair representation of all stakeholders with an interest in Groundwater in the Solano Subbasin;

3.2.6 Recognizing the value of local management of Groundwater resources, of the distinct water regions within Solano County, and Special Management Areas designated by the Agency;

3.2.7 To the maximum extent allowable while still being consistent with the requirements of the Act, respecting the existing riparian, pre-1914, and permitted surface water rights of landowners and agencies, and existing surface water purchase agreements.

3.3 **Governance Guiding Principles.** The following principles will guide the actions of this Agency:

3.3.1 Respecting Current Water Rights and Reasonable/Beneficial Uses. The Members recognize that the Act does not modify any rights to water, and Members are committed to protecting both current water rights, and current reasonable and beneficial water uses, in the implementation of the Act.

3.3.2 Right of Access. The Members agree to ensure that every pumper, water purveyor, and property owner in the Management Area has access to the sustainable yield of the Groundwater aquifer beneath their property consistent with their legal rights, subject to the terms of any GSP developed and adopted pursuant to this Agreement, and subject to the requirements imposed by the Act.

3.3.3 Collaboration. The Members agree that the approach under this Agreement is explicitly collaborative. The Members believe and agree that the best results for the GSA will be achieved

though engagement with all stakeholders in the Solano Subbasin in an effective process that finds solutions that respect the various interests within the community.

3.3.4 Importance and Sharing of Technical Information/Resources. The Members acknowledge that technical information, knowledge, and resources are critical to the success of the GSA. The Members agree to the open and transparent sharing of Groundwater and other pertinent data, information, and knowledge relative to the management of Groundwater, between the Members and stakeholders within the Subbasin. This section is not to be construed to require a Member or stakeholder to disclose privileged, proprietary, trade secret protected or other confidential information.

3.3.5 Fact-based Decision-making. The Members commit to fact-based decision-making as a central focus of the Agency's efforts.

3.3.6 Emphasis on Voluntary Measures. In addition to any measures adopted or set forth in a GSP, the Members agree to initially address any Groundwater issues in the Management Area through the use of voluntary measures identified, developed, and implemented by Members and property owners within the affected SMA or SMAs. If voluntary measures are found to be inadequate to achieve sustainability in the Management Area within a timeframe adequate to meet the deadlines established in the Act, the GSA Board will resort to the other powers and mechanisms granted to GSAs under the Act.

3.3.7 Recognition of Unique Hydrologic Regions and Need for Local Management. The Members recognize that the best solutions for managing localized Groundwater issues often come from the agencies, organizations, and property owners closest to the unique hydrologic regions of the Solano Subbasin. Because of this, the Members commit and agree to support one or more GSPs that employ multiple geographically-tailored management areas, called Special Management Areas. The Members also agree to support local management approaches to Groundwater sustainability.

3.3.8 Maximize Knowledge and Opportunity. The Members recognize that the Act represents only one of several efforts being implemented to better manage water resources within the State of California. In furtherance of this recognition, the Members agree to find potential synergies between any related Groundwater management efforts in order to reduce costs and minimize duplicative efforts, and to maximize the benefits, knowledge, and opportunities of the GSA/GSP process.

3.3.9 Sharing of Costs.

3.3.9.1 The Members intend that costs for the administration and overhead expenses of the GSA shall be paid from assessments, fees, and charges imposed by the Agency pursuant to SGMA and other legal authority.

3.3.9.2 To the extent practicable, the costs for development and implementation of the GSP and any Groundwater management Projects pursuant thereto will be borne by the beneficiaries within that SMA.

3.3.10 Maximize Recharge. The Members agree to seek to maximize the Groundwater recharge capacity of the Management Area through actions taken in furtherance of the GSP.

3.3.11 Economic Impacts. The Members agree to consider the economic impacts of any future GSA actions taken in furtherance of this Agreement, and commit to minimize and/or mitigate any adverse economic impacts where reasonably feasible.

3.3.12 Undesirable Results. The Act requires that Groundwater basins be managed to avoid Undesirable Results. The Members understand and agree that it may be necessary for the Agency to restrict Groundwater extraction in certain subareas of the Management Area to remedy proven or prevent continued Undesirable Results. Any such restrictions shall be imposed with the recognition that the corrective action must be effective enough to remediate the Undesirable Result. The Members further agree that Special Management Areas that can show that Groundwater is being sustainably managed shall not be subject to Groundwater extraction restrictions or water use limitations.

3.3.13 Credit for Recharge of the Subbasin.

3.3.13.1 Some Members currently recharge Groundwater within the Management Area, and others plan to do so in the future. The Members agree that it is important that the Agency, on a priority basis, develop standards for determining the appropriate credit to be granted to Members for recharge in the Management Area, and that such standards be included in the GSP.

3.3.13.2 In determining the standards, the Agency shall make use of all existing data developed by the Member.

3.3.14 Stakeholder Participation. Prior to or during preparation of any GSP, the Agency will encourage participation by stakeholders as appropriate, including, but not limited to state, federal and tribal governments, water and Groundwater management agencies and districts, land use entities such as counties and cities, non-governmental organizations representing water, Groundwater, environmental, and environmental justice interests, agricultural interests, universities, and the public.

#### **ARTICLE 4: FORMATION AND POWERS**

4.1 **Creation of Separate Entity**. Upon the Effective Date the Agency is hereby created as a joint powers agency pursuant to the provisions of Government Code §6500, *et seq.* as a public agency separate from its Members. The principle offices shall be:

Solano Subbasin Groundwater Sustainability Agency  
c/o Solano County Water Agency  
810 Vaca Valley Parkway, Suite 201  
Vacaville, CA 95688  
Phone: 707.451.6090  
Fax: 707.451.6099

Within thirty (30) days of the Effective Date, the Members shall cause a notice of this Agreement to be prepared and filed with the office of the California Secretary of State as required by Government Code §§6503.5 and 53051. The boundaries of the Agency shall be as depicted in **EXHIBIT A** attached hereto.

4.2 **Certification**. Each Signatory Member certifies and declares that it is a public agency, as defined by Government Code § 6500, that is authorized to enter into a joint powers agreement to contract with each other for the joint exercise of any common power under Article I, Chapter 5, Division 7, Title 1 of the Government Code.

4.3 **Creation of GSA**. As soon as possible after formation, the Agency shall proceed with the requirements for electing to become a GSA for the Management Area, culminating in a notice to be filed with DWR no later than June 30, 2017.

4.4 **Powers.** The Agency is hereby authorized, in its own name, to do all acts necessary for carrying out the purposes of this Agreement and complying with the Act. Upon successfully electing to be a GSA, the Agency is hereby authorized to exercise the common powers of its Signatory Members and all additional powers granted to GSAs in the Act.

4.5 **Restrictions on Exercise of Powers.**

4.5.1 Notwithstanding the broad grant of power to the Agency set forth in Section 4.4, the Agency shall not have the power to bind any Member to any monetary obligation whatsoever by this Agreement other than that authorized by the Members through this Agreement.

4.5.2 No debt, liability, or obligation of the Agency shall constitute a debt, liability or obligation of any of the Members, except as otherwise provided in this Agreement.

4.5.3 The powers granted to the Agency by this Agreement and by the Act do not supersede the land use authority of any of the Signatory Members.

4.5.4 After formation of the SMAs, Groundwater issues in the Management Area shall be addressed through the use of voluntary measures identified, developed, and implemented by Members and property owners within the affected SMA or SMAs. If voluntary measures are found to be inadequate to achieve sustainability in the Management Area within a timeframe adequate to meet the deadlines established in the Act, the GSA Board will resort to the other powers and mechanisms granted to GSAs under the Act.

4.6 **Designation.** Pursuant to Government Code § 6509, the Members hereby designate Solano County for purposes of determining restrictions upon the manner of exercising the power of the Agency.

**ARTICLE 5: MEMBERS**

5.1. **Member Responsibilities.** The Members intend that the Agency provide for the joint exercise of certain powers common to the Signatory Members in studying, planning, and cooperatively and sustainably managing Groundwater in the Management Area, and for the exercise of such additional powers as are conferred by law in order to meet the requirements of the Act. The Signatory Members are each empowered by the laws of the State of California to exercise the powers specified in this Agreement, and to comply with the provisions of the Act and other laws. These common powers shall be exercised for the benefit of any one or more of the Members or otherwise in the manner set forth in this Agreement. Subject to the limitations set forth in this Agreement, the Agency shall have the powers to perform all acts necessary to accomplish its purpose as stated in this Agreement.

5.2 **Initial Members.** The initial Members of the Agency shall be the original Parties.

5.3 **New Members.** Additional entities eligible to participate in a GSA under the Act may join this Agreement as a Party or through a Memorandum of Understanding, and thereby become a Member of the GSA, provided that the prospective new Member (a) is eligible to join a GSA as provided by the Act; (b) receives an affirmative vote from the Board as provided in this Agreement, (c) pays its proportionate share of previously incurred costs that the Board determines have resulted in benefit to the prospective member; (d) pays all applicable fees and charges; and (e) agrees in writing to the terms and conditions of this Agreement.

**ARTICLE 6: GOVERNANCE.**

6.1 **Board of Directors.** The business of the Agency will be conducted by a Board of Directors that is established. The Board of Directors shall initially include representatives from each of the Members and other designated agencies as follows:

6.1.1 Municipal Representatives.

6.1.1.1 The Board shall include one (1) Director from each of the following cities: City of Dixon and City of Rio Vista.

6.1.1.2 The Board shall include one (1) Director appointed by Non-Signatory Member Cal Water.

6.1.2 Districts. The Board shall include one (1) Director from each of the following districts: Solano Resource Conservation District, Dixon Resource Conservation District, Maine Prairie Water District, and Reclamation District 2068.

6.1.3 Unincorporated Areas.

6.1.3.1 The Board shall include two (2) Directors from the Solano County Board of Supervisors, one being the Supervisor from District 4 and the other being the Supervisor from District 5. From time to time, Solano County may adjust the boundaries of the supervisorial districts of the Solano County Board of Supervisors. In the event of such redistricting, Solano County may appoint as its two (2) Directors any Supervisors whose supervisorial district overlies a portion of the Management Area.

6.1.3.2 The Board shall include two (2) Directors representing agriculture, who shall be landowners within the Management Area that pump Groundwater for agricultural purposes, one to be appointed by the Solano County Board of Supervisors from candidates nominated by the Solano County Agricultural Advisory Committee, and one to be appointed by the Board of Directors from candidates nominated by the Solano County Farm Bureau.

Without amending this Agreement, the composition of the Board shall be altered from time to time to reflect the withdrawal of any Member and/or the admission of any new Member as allowed by this Agreement. Members whose governing body consists of elected officials shall appoint a member of their governing body as their representative to the Board (“**Director**”). Each Member may designate one (1) alternate to serve in the absence of that Member’s appointed Director (“**Alternate**”). Solano County may designate two (2) alternates to serve in the absence of Solano County’s appointed Directors. The Alternate must meet the same requirements stated above regarding being on the Member’s governing body. If necessary, all Directors and Alternates will be required to file a Statement of Economic Interests (FPPC Form 700). Each Member shall notify the Agency in writing of its designated representative to the Board of Directors.

6.2 **Compensation.** The Directors and Alternates shall serve without compensation, except that they may be reimbursed for reasonable expenses associated with their service on the Board as authorized by the Board.

6.3 **Requirements.** Each Director and Alternate shall certify to the Secretary in writing that he or she has been appointed to be a Board Member of the Agency and that he or she meets the qualifications established by this Article 6.



6.4 **Removal.** Directors and Alternates serve at the pleasure of their respective appointing Member and may be removed or replaced at any time. Upon removal of a Director, the Alternate shall serve as the Director until a new Director is appointed by the Member. Members must submit any changes in Directors or Alternates to the Secretary in writing and signed by the Member.

6.5 **Term.** Each Director shall serve at the pleasure of the appointing Member's governing body and may be removed by the Member's governing body at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed to fill the unexpired term of the previous Director within ninety (90) days of the date that such position becomes vacant by the Member's governing body or the entity responsible for appointing that Director under this Agreement.

6.6 **Meetings of the Board of Directors.** The regular meetings of the Board of Directors may be held quarterly, or as the Board determines is necessary, on such dates and times and at such locations as the Board shall fix by resolution. Special meetings of the Board shall be called in accordance with Government Code § 54956. All meetings shall comply with the provisions of the Ralph M. Brown Act (Government Code §§ 54950, *et seq.*). In addition, regularly occurring meetings of committees established by the Board shall comply with the provisions of the Ralph M. Brown Act.

6.7 **Quorum.** A majority of the members of the Board of Directors will constitute a quorum.

6.8 **Voting.** Except as to actions identified in Section 6.9, the Board will conduct all business by majority vote, with each Board Member or his/her Alternate having one (1) vote. A majority vote of less than a quorum may only vote to adjourn.

6.9 **Supermajority Voting Requirement for Certain Actions.** A super majority vote of the Board of Directors shall be required for certain actions. A "**Supermajority Vote**" shall be defined as a two-thirds (2/3) vote of the entire Board of Directors, which includes at least one vote each from the groups of Members identified in Section 6.1.1, 6.1.2 and 6.1.3. The following actions shall require a Supermajority Vote:

6.9.1 Adoption or modification of the Initial Budget and Annual Budget;

6.9.2 Contracts over Twenty-Five Thousand Dollars (\$25,000.00) or for terms in excess of two (2) years;

6.9.3 Admission of additional Members;

6.9.4 Appointment, employment, or dismissal of an employee, including any independent contractor who functions as an employee;

6.9.5 Adoption and imposition of any credits, fees, charges, or assessments pursuant to law, including pursuant to the Act;

6.9.6 Approval and adoption of any and all GSPs and amendments;

6.9.7 Adoption of groundwater allocations or any limitation on groundwater pumping;

6.9.8 Setting amounts of any contributions or fees to be made or paid to the Agency from any Member;

6.9.9 Compromise of payment of any claim against or by the Agency;

6.9.10 Acquisition by grant, purchase, lease, gift, devise, contract, construction, or otherwise, and to hold, use, enjoy, sell, let, and dispose of, real and personal property of every kind, including lands, water rights, structures, buildings, rights-of-way, easements, and privileges, and to construct, maintain, alter, and operate any and all works or improvements, within or outside the Agency, necessary or proper to carry out any of the purposes of the Agency;

6.9.11 Replacement of the annual special audit required by Government Code §6505 with an audit covering a two year period;

6.9.12 Approval and adoption of any and all Coordination Agreements between the Agency and any adjacent GSAs.; and

6.9.13 Approval of Project Agreements pursuant to Article 10.

6.10 **Rules.** The Board may adopt such other rules and regulations for the conduct of its business as a GSA and in the implementation of any GSP as it shall deem necessary or desirable, consistent with the provisions of this Agreement and the Act.

#### **ARTICLE 7: OFFICERS AND EMPLOYEES**

7.1 **Officers.** The Board of Directors shall annually elect a Chairperson, a Vice Chairperson, and a Secretary. The Chair and Vice Chair shall be Directors of the Board.

7.1.1 The Chair shall preside at all Board Meetings.

7.1.2 The Vice Chair shall act in place of the Chair at meetings should the Chair be absent.

7.1.3 The Secretary:

7.1.3.1 Shall be responsible for minutes of all meetings of the Board and shall ensure that a copy of the minutes is provided to each Director and Alternate.

7.1.3.2 Shall have other powers as designated by the Board.

7.1.4 All officers shall be chosen at the first meeting of the Board. Any officer may resign at any time upon written notice to the Chair.

7.2 **Treasurer.** Initially SCWA, through its certified public accountant, shall serve as the treasurer of the Agency as more fully set forth in Article 11. The Agency shall enter into a staffing services agreement with SCWA for such services as set forth in Section 7.5. Thereafter, the Board of Directors may designate another eligible treasurer in compliance with Government Code § 6505.5.

7.3 **Internal Subcommittee Formation.** The Board of Directors may establish such internal subcommittees as it determines necessary. Each such internal subcommittee shall be comprised of members of the Board, shall exist for the term specified in the action establishing the committee, shall meet as directed by the Board, and shall make recommendations to the Board on the various activities identified within the scope of the subcommittee's responsibilities as determined by the Board of the Agency.

7.4 **Legal Counsel.** The Board shall appoint legal counsel to serve the Agency as it deems appropriate.

7.5 **Employees.** The Agency will initially have no employees. SCWA, which is not a party to this Agreement, will provide staffing services to the Agency to meet the initial administrative, financial, and personnel needs of the Agency. The Agency and SCWA will enter into a staffing services agreement to define the scope of services and compensation for those services. Member agencies, districts, and organizations may also provide support services to the Agency, but those shall be limited to services through the TAC. As needed in the future, the Board shall have the authority to employ any such additional full-time and/or part-time employees, assistants, and independent contractors that may be necessary from time to time to accomplish the purposes of the Agency.

#### **ARTICLE 8: ADVISORY COMMITTEES**

8.1 The Board may establish advisory committees from time to time.

8.2 The Board shall establish a Technical Advisory Committee (“TAC”) to assist the Board with the technical aspects of GSP development and implementation of the Act. The TAC shall be comprised of a staff member or similar representative from each of the Members and other entities identified in Sections 6.1.1, 6.1.2 and 6.1.3. Staff from SCWA, or other Member as directed by the Board, may also provide administrative and technical services to the TAC.

8.2.1 **Responsibilities.** The TAC’s responsibilities shall include, but are not limited to:

8.2.1.1 Developing reports, plans, procedures, RFP’s/RFQ’s, or parameters to be submitted to the Board for consideration;

8.2.1.2 Advising the Board regarding various action items;

8.2.1.3 Drafting specific recommended policies, guidance documents, and regulations for consideration and adoption by the Board;

8.2.1.4 Providing technical support and coordination for Special Management Areas;

8.2.1.5 Providing general financial oversight; and

8.2.1.6 Assisting with GSP development and implementation.

#### **ARTICLE 9: SPECIAL MANAGEMENT AREAS**

9.1 **Special Management Areas.** The Board may create one or more Special Management Areas (“SMA”) consisting of geographic subareas within the boundaries of the Management Area that represent areas where the presence of local conditions for one or more critical parameters differ from those of the remaining Management Area, and where the Board has determined an area will benefit by identifying site-specific conditions of water demand, water use, water source, management strategies, or other characteristics. The intent behind the creation of SMAs is to allow local control and local action to resolve issues that do not require full involvement of all Members. The Board will designate the boundaries of the SMAs on a map officially adopted by the Board after public notice.

9.2 **Special Management Area Committees.** The Board shall create one SMA Committee for each SMA. Each Member whose service area boundaries overlies or overlap with the boundaries of an

SMA shall appoint one (1) representative to the SMA Committee corresponding to that SMA. The SMAs shall be subject to the authority of the Board. However, the Board may allow Members, property owners, and interested parties located within an SMA the opportunity to identify and resolve localized Undesirable Results within the SMA, or groups of SMAs affected by the same issue, using voluntary actions, as long as the requirements of the GSP for the Management Area are followed, and timelines of the Act are met. SMAs or groups of SMAs working on various issues will be informally managed by the members of the Board whose geographic boundaries overlay the SMA. In the event that issues are not resolved in a manner acceptable to the Board, or the issues expand to involve other Members or larger geographic areas, the Board may intercede to obtain resolution.

9.3 **Responsibilities of SMA Committees.** The responsibilities of SMA committees shall be as designated by the Board, and may include, but are not limited to, the following:

9.3.1 Conducting local Groundwater monitoring and undertaking Projects to ensure sustainability;

9.3.2 Reporting to the Board on GSP responsibilities and/or requirements for the SMA;

9.3.3 Developing outreach efforts and conducting stakeholder and public engagement;  
and

9.3.4 Miscellaneous roles to be modified during development or amendment of the GSP.

#### **ARTICLE 10: SPECIFIC PROJECTS.**

10.1. **Projects.** The Agency intends to carry out activities in furtherance of its purposes and consistent with the powers established by this Agreement with the participation of all Members.

10.2. **Member Specific Projects.** In addition to the general activities undertaken by all Members, the Agency may initiate specific projects or litigation (“**Project**”) that involve less than all Members. No Member shall be required to be involved in such Projects.

10.3. **Project Agreement.** Prior to undertaking any Project or litigation that does not involve all Members, the Members electing to participate in the Project shall enter into a written agreement (“**Project Agreement**”). A Member may elect not to participate in a specific Project or litigation matter that does not involve all Members by not entering into the Project Agreement. Each Project Agreement shall provide the terms and conditions by which the Members that enter into the Project Agreement will participate in the specified Project. All assets, rights, benefits, and obligations attributable to that Project shall be assets, rights, benefits, and obligations of only those Members which have entered into the Project Agreement. Any debts, liabilities, obligations, or indebtedness incurred by the Agency in regard to a particular Project shall be the debts, liabilities, obligations, and indebtedness of those Members who have executed the Project Agreement in accordance with the terms thereof and shall not be the debts, liabilities, obligations, and indebtedness of those Members who have not executed the Project Agreement. Further, to the extent the project involves litigation, the Members who have not entered into the Project Agreement shall not be named or otherwise listed on the pleadings and/or appear on litigation materials.

10.4. **Board Approval.** All Project Agreements are subject to the Board’s review and approval by Supermajority vote.

## ARTICLE 11: FISCAL PROVISIONS

### 11.1 **Fiscal Agent, Depository and Accounting.**

11.1.1 The SCWA is designated as the Treasurer, fiscal agent, and depository for the Agency. SCWA shall be the depository and have custody of all money of the Agency, from whatever source, subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent. All funds of the Agency shall be held in a joint operating fund the Solano Subbasin GSA Fund or such other separate accounts as may be necessary ("**Fund**"), in the name of the Agency and not commingled with the funds of SCWA or any Member or any other person or entity. Full books and accounts shall be maintained for the Agency in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for public entities. The books and records of the Agency shall be open to inspection by the Members at all reasonable times, and by bondholders and lenders, and to the extent provided by resolution or indenture.

11.1.2 The Treasurer shall draw warrants and pay demands against the Agency when the demands have been approved by the Board or any authorized representative pursuant to any delegation of agency adopted by the Agency. The Fund shall be used to pay all administrative, operating and other expenses incurred by the Agency. The Treasurer shall comply strictly with the provisions or statutes relating to their duties found in Chapter 5 (commencing with §6500) of Division 7 of Title 1 of the California Government Code.

11.2 **Accountability, Reports and Audits.** There shall be strict accountability of all funds, and an auditor designated by the Board shall report any and all receipts and disbursements to the Board with such frequency as shall be reasonably required by the Board. The Agency will utilize the services of an outside independent certified public accountant to make an annual audit of the account and records of the Agency as required by Government Code §6505(d), unless the Members elect to conduct the audit for a two (2) year period. In each case, the minimum requirements of the audit shall be those prescribed by the State Controller for special districts pursuant to Government Code §26909, and shall conform to generally accepted accounting principles. The outside independent certified public accountant selected by the Agency shall be formally designated by a resolution adopted by the Board stating the effective date of the appointment and the term of the appointment.

11.3 **Operating Budget and Expenditures.** The Board shall approve an initial budget no later than one hundred eighty (180) days following the Effective Date ("**Initial Budget**"). Thereafter, the fiscal year for the Agency shall extend from July 1 to June 30 of each year, and the Board shall adopt an annual budget for the coming fiscal year by June 30 of each year, as required to conduct its business in a manner consistent with the purposes of the Agency ("**Budget**"). All expenditures within the designations and limitations of the applicable approved Budget may be made upon approval of the Treasurer. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an approved Budget only upon the approval of the Board and in accordance with Board directions and authorizations concerning authorized account signatories. The Agency may invest any money that is not required for its immediate necessities in the same manner, and upon the same conditions, as any local agency may do pursuant to Government Code §53635.

### 11.4 **Initial Funding Contributions.** The Agency shall initially be funded as follows:

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

11.4.2 The Cities of Dixon and Rio Vista, Reclamation District 2068, and Maine Prairie Water District, shall each provide an initial contribution in the amount of six thousand dollars (\$6,000.00), due within ninety (90) days following the Effective Date.

11.4.3 Dixon Resource Conservation District and Solano Resource Conservation District shall each provide an initial contribution in the amount of six thousand dollars (\$6,000.00), due within ninety (90) days following the Effective Date.

11.4.4 The Members intend for the Agency to execute a memorandum of agreement or other legal agreement between the Agency and Cal Water. The Members expect that this legal agreement will include an initial funding contribution from Cal Water.

#### **11.5 Continued Funding.**

11.5.1 While the Initial Budget shall include the initial funding contributions described in Section 11.4, it is the intention of the Members that the Agency's development and implementation of GSPs and compliance with SGMA shall be funded by assessments, charges, and fees imposed directly by the Agency in accordance with law. Such charges shall be levied by the Agency in an equitable manner, taking into consideration (a) past costs incurred by landowners to develop information on Groundwater, and (b) the intention of the Members that areas within the Management Area that have developed and/or continue to develop Groundwater information should not have to subsidize areas that have not developed or are not developing such information.

11.5.2 The Agency may also seek funding from other alternative sources, including but not limited to state and federal grants or loans. Unless specifically allocated by the Board, all funding contributions obtained from alternative sources shall be allocated to the Agency, and shall not be allocated or obligated to any specific Member or Members. The Board may arrange payment of the expenses of the Agency through an alternative funding source. In accordance with Government Code § 6512.1, the Board may direct repayment or return to the Members all or part of the contributions made by the Members, upon such terms as may be consistent with any indebtedness incurred by the Agency.

11.6 **Assessments for Extraordinary Costs.** In the event the Agency should experience an unanticipated need to pay for extraordinary costs, or to pay for any and all costs of litigation or indemnification as provided in this Agreement, and to the extent that such costs cannot otherwise be reasonably funded through use of reserves on hand or through the other revenue sources authorized by this Agreement, the Board may allocate the additional costs, whether actually incurred or estimated to be necessary. The Board shall make every attempt to allocate extraordinary costs based upon the level of Member benefit. If a clear level of Member benefit cannot be identified, all allocations of extraordinary costs shall be proportionally allocated to each Member, and shall be subject to a Supermajority vote of the Board. Notwithstanding the foregoing, the allocation of extraordinary costs shall be made consistent with Section 3.3.9. The Members agree that they will then contribute their share of the additional costs within a reasonable period of time as determined by the Board.

11.7 **Initial Staffing Contributions.** The Agency initially intends to pursue the goals and objectives identified in this Agreement by utilizing the staff of SCWA and Members to pursue those operations, investigations, and programs that can be most cost-effectively handled by maximizing Member staff and resources. The Secretary and the Board shall confer regarding the respective initial staffing contributions of SCWA and Members that will be utilized during the time period covered by the initial operating budget. Thereafter, all SCWA and Member staff contributions to conducting the activities of the Agency shall be recommended by the Secretary for approval by the Board at the time for adopting the Budget. In the event staffing contributions of the Members recommended by the Secretary

are not allocated equally amongst the Members, the Board may adjust the monetary contributions of the Members as specified in this Article.

#### ARTICLE 12: DISPUTE RESOLUTION.

Should any controversy arise between the Members concerning this Agreement or the rights and duties of any Member under this Agreement, the Members shall submit the matter to an independent mediator or mediation service to mediate the dispute. Each party in the dispute shall submit the names of three acceptable mediators, none of which can be an employee or agent of any Member, and who has knowledge of and experience in the management of Groundwater resources. The disputing parties shall agree on an acceptable mediator, and if they cannot agree, the mediator shall be appointed by the Chair of the Board from the list of mediators submitted by the disputing parties. The appointed mediator shall render a non-binding decision on the matter in dispute and will be compensated by the Agency. In the resolution of any such dispute, the principles set forth in Sections 3.2 and 3.3 of this Agreement shall guide the mediator(s).

#### ARTICLE 13: TERM AND WITHDRAWAL

13.1 **Term.** The term of this Agreement shall begin on the Effective Date and shall continue in full force and effect until the governing bodies of the Members unanimously elect to terminate the Agreement. Upon termination of this Agreement, the Board shall continue to act as a board to wind up and settle the affairs of the Agency within ninety (90) days. The Board shall adequately provide for the known debts, liabilities, and obligations of the Agency, and shall then distribute the assets of the Agency among the Members, as follows:

13.1.1 Any physical assets contributed by each Member, or the value thereof as of the date of termination shall be distributed to that Member.

13.1.2 The remaining assets shall then be distributed to each Member in equal ~~proportion to initial financial contribution proportions.~~

13.1.3 Notwithstanding any other provision by the Board for payment of all known debts, liabilities, and obligations of the Agency, each of the remaining Members shall remain liable for any and all such debts, liabilities, and obligations in equal proportions, or in the proportion specified for particular actions or activities that give rise to such debts, liabilities, and obligations.

#### 13.2. **Withdrawal and Termination.**

13.2.1 Any Member may withdraw from the Agency (“**Withdrawing Member**”) by delivery of written notice to withdraw to ~~each of the Members~~ the Secretary at least sixty (60) days prior to the date of withdrawal (“**Withdrawal Notice Period**”).

13.2.2 The Members may terminate any Member from this Agreement at any special meeting of the Board called for that purpose or at a regular meeting, if the Directors, by majority vote, determine that the Member has not satisfied the requirements or responsibilities under this Agreement, or if that Member’s Director or Alternate has failed to attend three (3) or more consecutive meetings of the Board without excuse (“**Terminated Member**”).

13.3. **Effect of Withdrawal.** A Member’s withdrawal shall have no effect on the validity of the Agency or the continuance of this Agreement among the remaining Members. After providing written

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notice of withdrawal, the Withdrawing Member shall neither be entitled nor obligated to participate in a vote on any matter before the Board, including but not limited to adoption of the Budget or any assessment allowed by Section 11.6.

13.4 **Continuing Fiscal Obligations.** Any Withdrawing Member or Terminated Member shall remain liable ~~during the Withdrawal Notice Period~~ for its proportionate share of budgeted costs for that Fiscal Year for a Withdrawing Member during the Withdrawal Notice Period, and for Terminated Members until the date of termination. If the remaining Members elect to incur extraordinary costs in accordance with Section 11.6, the Withdrawing Member or Terminated Member shall be proportionately liable during the ~~periods specified above Withdrawal Notice Period~~ for the obligations or debts approved and incurred by the Agency for those extraordinary costs. Any Withdrawing Member or Terminated Member shall remain proportionately liable for any unfunded capital expenditures incurred or approved prior to the date of written notice of withdrawal of such Member.

13.5. **Continuing Claims Obligations.** Withdrawing Members or Terminated Members will remain obligated to contribute their proportionate share (based upon the membership roll as of the date of the claim), including without limitation legal defense costs, for any occurrences incurred during the Member's membership, but not presented as a claim against the Agency until after the Member's withdrawal or termination.

13.6. **Divisions of Property Assets.** Any real property assets contributed by the Withdrawing Member or Terminated Member, or the value of the real or personal property assets at the date of withdrawal, will be returned to the Withdrawing or Terminated Member.

13.7 **Continuing Obligation to Comply with the Act.** Each Withdrawing Member and Terminated Member agrees that it has a continuing obligation to comply with the Act and shall, ~~if prior to June 1, 2017, or prior to the Agency becoming an exclusive GSA, notify DWR that it shall act as its own GSA or join an alternate GSA that has entered into or will enter into a Coordination Agreement or Memorandum of Understanding with the Agency. If after June 1, 2017, the Withdrawing Member shall~~ remain subject to the terms of the GSP that is prepared by the Agency so as to not put the Management Area in jeopardy, unless a mutually agreed upon resolution is reached between the Agency and the Withdrawing or Terminated Member. This Section 13.7 shall survive the Withdrawing Member's withdrawal from this Agreement, and a Terminated Members termination from this agreement, is for the express benefit of the remaining Members, and is subject to the indemnification provisions of Article 14.

13.7 **Rights of Member to Become GSA in Event of Withdrawal or Termination.** A Withdrawing or Terminated Member will retain all rights and powers to become or otherwise participate in a GSA for the lands within its boundaries, provided such boundaries shall exclude land located within another Member other than Solano County. In such event the Agency (i) shall not object to or interfere with the lands in the Withdrawing or Terminated Member's boundaries being in a GSA, as designated by the Withdrawing or Terminated Member, (ii) shall facilitate such transition to the extent reasonably necessary, and (iii) shall withdraw from managing that portion of the Management Area within the boundaries of the Withdrawing or Terminated Member and so notify the California Department of Water Resources. In the event of any Member's withdrawal or termination, Solano County will retain all its rights and powers under SGMA.

13.8 **Use of Data.** A Withdrawing or Terminated Member shall be entitled to use any data or other information developed by the Agency during its time as a Member. Further, should a Member withdraw from or be terminated by the Agency after completion of a GSP, the Withdrawing or Terminated Member shall be entitled to utilize the GSP for future implementation of SGMA within its boundaries.



#### ARTICLE 14: INDEMNIFICATION/CONTRIBUTION.

14.1 **Liability.** In accordance with California Government Code § 6508.1, the debts, liabilities, and obligations of the Agency shall be the debts, liabilities, and obligations of the Agency alone, and not the Members.

##### 14.2. Indemnification.

14.2.1 Directors, Alternates, officers, and employees of the Members of the Agency shall use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties pursuant to this Agreement. They shall not be liable to the Parties to this Agreement for any mistake of judgement or any other action made, taken, or omitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through the investment of the Agency's funds, or failure to invest the same. To the extent authorized under California law, no Director, officer, or employee of the Agency shall be responsible for any action made, taken, or omitted, by any other Director, Alternate, officer or employee.

14.2.2 The funds of the Agency shall be used to defend, indemnify, and hold harmless the Agency and any Director, Alternate, officer, or employee of the Members of the Agency for actions taken in good faith and within the scope of his or her authority.

14.2.3 The Agency shall hold harmless, defend, and indemnify the Members, and their agents, officers and employees from and against any liability, claims, actions, costs, damages, or losses of any kind, including death or injury to any person and/or damage to property (including property owned by any Member), arising out of the activities of the Agency, or its agents, officers, and employees under this Agreement. The foregoing indemnification obligations shall continue beyond the term of this Agreement as to any acts or omissions occurring before or under this Agreement or any extension of this Agreement.

14.3 **Insurance.** The Agency shall obtain insurance for the Directors and Alternates and general liability insurance containing liability in such amounts as the Board shall determine will be necessary to adequately insure against the risks of liability that may be incurred by the Agency. The Members, their officers, directors, and employees, shall be named as additional insureds.

#### ARTICLE 15: MISCELLANEOUS PROVISIONS

15.1 **Claims.** All claims against the Agency, including, but not limited to, claims by public officers and employees for fees, salaries, wages, mileage, or any other expenses, shall be filed within the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3, Division 3.6 of Title I of the Government Code, which describes the appropriate content of the claim.

15.2 **Entire Agreement Represented.** This Agreement represents the entire agreement among the Parties as to its subject matter and no prior oral or written understanding shall be of any force or effect. ~~No part of this Agreement may be modified without the written consent of all of the Parties.~~

15.3 **Headings.** Section Headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

15.4 **Notices.** Except as may be otherwise required by law, any notice or communication required or permitted hereunder shall be in writing and shall be delivered personally, delivered by nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, or

sent by Electronic Transmission (subject to confirmation of such transmission). Any such notice or communication shall be deemed to have been given (i) when delivered, if personally delivered; (ii) three Business Days after it is deposited with a nationally recognized overnight courier service, if sent by nationally recognized overnight courier service; (iii) the day of sending, if sent by email prior to 5:00 p.m. (PST) on any Business Day or the next succeeding Business Day if sent by email after 5:00 p.m. (PST) on any Business Day or on any day other than a Business Day; or (iv) five Business Days after the date of mailing, if mailed by certified or registered mail, postage prepaid, in each case, to the address or email specified in **EXHIBIT B** attached hereto, or to such other address or addresses or email as such party may subsequently designate to the other parties by notice given hereunder.

15.5 **Construction.** This Agreement reflects the contributions of all Parties and accordingly the provisions of Civil Code § 1654 shall not apply to address and interpret any uncertainty.

15.6 **No Third Party Beneficiaries Intended.** Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

15.7 **Waivers.** The failure of any Party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach.

15.8 **Conflict with Laws or Regulations/Severability.** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal Agency, or is agreed by the Parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to any Party is lost, the Agreement may be terminated at the option of the affected Party. In all other cases the remainder of the Agreement shall continue in full force and effect.

15.9 **Further Assurances.** Each Party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this Agreement.

15.10 **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.11 **Amendment.** This Agreement may be amended at any time, provided that any such amendment is reduced to writing, signed by all Members hereto, and adopted by unanimous vote by the entire Board. Amendments shall be filed with the Secretary of State within thirty (30) days of the effective date of the amendment, in accordance with Government Code § 6503.5.

**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures.

_____	Date: _____
City of Dixon	
_____	Date: _____
Dixon Resource Conservation District	

\_\_\_\_\_ Date: \_\_\_\_\_  
Maine Prairie Water District

\_\_\_\_\_ Date: \_\_\_\_\_  
Reclamation District Number 2068

\_\_\_\_\_ Date: \_\_\_\_\_  
City of Rio Vista

\_\_\_\_\_ Date: \_\_\_\_\_  
Solano County Board of Supervisors

\_\_\_\_\_ Date: \_\_\_\_\_  
Solano Resource Conservation District

**EXHIBIT A**  
**MAP SHOWING BOUNDARIES OF THE AGENCY**

**EXHIBIT B  
ADDRESSES FOR NOTICE**

Solano Subbasin Groundwater Sustainability Agency c/o Solano County Water Agency 810 Vaca Valley Parkway, Suite 201 Vacaville, CA 95688 Phone: 707.451.6090	City of Dixon City Manager 600 E. A St. Dixon, CA 95620 Phone: (707) 678-7000
City of Rio Vista City Manager One Main Street Rio Vista, CA 94571 Phone: (707) 374-6451	Dixon Resource Conservation District Mr. John Currey, District Manager 1170 North Lincoln Street, Suite 110 Dixon, CA 95620 Phone: (707) 678-1655
Solano County, Dist. 5 Board of Supervisors Attention: Clerk of the Board 675 Texas Street, Suite 6500 Fairfield, CA 94533 Phone: (707) 784-6100	Solano County, Dist. 4 Board of Supervisors Attention: Clerk of the Board 675 Texas Street, Suite 6500 Fairfield, CA 94533 Phone: (707) 784-6100
Solano Resource Conservation District Board of Directors 1170 N. Lincoln, Ste. 110 Dixon, CA 95620 Phone: (707) 678-1655 (ext. 101)	Solano Farm Bureau Board of Directors 300 Main St, Suite C Vacaville, CA 95688 Phone: (707) 449-8044
Maine Prairie Water District General Manager 6595 Pitt School Rd. Dixon, CA 95620 Phone: (707) 678-5332	Solano County Agricultural Advisory Committee Board of Directors 501 Texas Street Fairfield, CA 94533 Phone: (707) 784-1310
Reclamation District 2068 Board of Directors 7178 Yolano Rd. Dixon, CA 95620 Phone: (707) 678-5412	California Water Service Attention: 110 East Mayes Street Dixon, CA 95620 Phone: (707) 678-5928