

# SOLANO SUBBASIN

# GROUNDWATER SUSTAINABILITY AGENCY



## BOARD OF DIRECTORS' MEETING

### BOARD OF DIRECTORS:

#### **Chair:**

*Mayor Steve Bird*  
City of Dixon

#### **Vice Chair:**

*Director Kurt Balasek*  
Solano Resource  
Conservation District

#### **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

*Supervisor Mitch Mashburn*  
Solano County District 5

*Director Chris Calvert*  
Solano County Farm Bureau

### SECRETARY/TREASURER:

*Chris Lee*  
Solano County Water Agency

**DATE:** Thursday, June 11, 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=foiv6PZKwGxGyyj1YGOasMk0fnTzqx.>

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. **CONSENT ITEMS**

(A) Minutes: Approval of the Minutes of the Board of Directors meeting of April 9, 2026.

(B) Expenditure Approvals: Approval for April 2026 to May 2026, checking account register.

(C) Quarterly Financial Reports: Approve the Income Statement and Balance Sheet of June 2026.

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 SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY BUDGET FOR FISCAL YEAR 2026-2027** *(estimated time: 15 minutes)*

RECOMMENDATIONS: Hear staff report and consider adoption of the Solano Subbasin Groundwater Sustainability Agency's fiscal year 2026-2027 budget.

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

RECOMMENDATIONS:

(A) Pre-Approval of Fiscal Year 2026-2027 Payments: Pre-approval of specified categories of bills for fiscal year 2026-2027.

Each year staff request that the Board authorize payments for items that are based on regular payment schedules and contracted 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.

(B) Consultant Services Contracts: Authorize General Manager to execute agreement for the following consultant services for work through fiscal year 2026-2027.

Staff request authorization to execute 1 agreement totaling \$905,000. A brief synopsis of the contract is presented in the Board packet. Copies of the agreements are available on the Solano GSP web page. <https://scwa2.com/governance/solano-gsa-board-of-directors/>

1. Luhdorff & Scalmanini Consulting Engineers, GSP Implementation Actions, new contract, contract limit of \$905,000.

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

*(estimated time: 10 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.

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

Thursday, October 8, 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/>

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 202, 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.

# CONSENT ITEMS

**SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY  
BOARD OF DIRECTORS MEETING MINUTES  
MEETING DATE: April 9, 2026**

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 Chris Holdener, Maine Prairie Water District  
Director Spencer Bei, Dixon Resources Conservation District  
Director Kurt Balasek, Solano Resources Conservation District  
Director Chris Calvert, Solano County Farm Bureau

**CALL TO ORDER**

The meeting was called to order by Chair Bird at 5:30-pm.

**APPROVAL OF AGENDA**

On a motion by Director Bei and a second by Director Holdener the Board unanimously approved the agenda.

**PUBLIC COMMENT**

There was no public comment.

**CONSENT ITEMS**

On a motion by Mayor Okamura and a second by Director Balasek 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.

**2025 SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY PLAN ANNUAL REPORT**

Nick Watterson, Principal Hydrogeologist with Luhdorff & Scalmanini Consulting Engineers, provided an overview of the 2025 Solano Subbasin Groundwater Sustainability Plan (GSP) Annual Report. The report was submitted to the California Department of Water Resources on April 1, 2026, in compliance with SGMA requirements.

Mr. Watterson reported that Water Year 2025 represented a generally average hydrologic year, although long-term trends indicate increasing temperatures. Groundwater conditions across the Subbasin remain generally stable, with most wells demonstrating seasonal recovery. However, a small number of monitoring wells continue to fall below minimum thresholds, consistent with the prior year.

Estimated groundwater pumping for the year was approximately 200,000 acre-feet, with an estimated net decrease in groundwater storage of approximately 23,000 acre-feet. Shallow aquifers exhibited greater variability in water levels, while deeper aquifers, including the Basal Tehama formation, remained relatively stable.

Staff and the consultant team continue to monitor key sustainability indicators including groundwater levels, subsidence, and water quality. Subsidence monitoring is being conducted through both ground-based stations and satellite (InSAR) data. Chromium VI has been detected in certain areas and is believed to be naturally occurring.

Additional efforts are underway to refine the groundwater model, improve data collection, and address data gaps, particularly in the Rio Vista area and other portions of the Subbasin with limited historical monitoring. The Board discussed interest in better understanding regional groundwater trends and the relationship between land use, population, and long-term sustainability.

The upcoming five-year periodic evaluation of the GSP, due in January 2027, will further assess basin conditions and determine whether any plan amendments are necessary.

On a motion by Director Balasek and a second by Mayor Okamura the Board unanimously approved the 2025 Groundwater Sustainability Plan Annual Report.

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

Assistant General Manager Alex Rabidoux provided an update on Amendment 1 to the Joint Powers Agreement (JPA). Based on prior Board feedback and review by legal counsel, additional clarifying edits have been incorporated into the amendment.

Staff noted that approval of the amendment requires unanimous consent of all JPA member agencies. As not all members were present, the item will remain on future agendas until such time as unanimous approval can be obtained.

**TIME AND PLACE OF NEXT MEETING**

Thursday, June 11, 2026 at 5:30 pm at the SCWA office.

**ADJOURNMENT**

The meeting of the Solano Subbasin Groundwater Sustainability Agency Board of Directors was adjourned at 6:24 pm.

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Chris Lee  
Secretary to the Solano Subbasin  
Groundwater Sustainability Agency

**ACTION OF  
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY**

**DATE:** June 11, 2026

**SUBJECT:** Expenditure Approvals

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RECOMMENDATIONS:

Approve expenditures for the Agency checking account for April through May 2026, 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 April through May 2026. Additional backup information is available upon request.

Recommended:  \_\_\_\_\_  
Chris Lee, Secretary

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<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 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 11, 2026, by the following vote.

Ayes:

Noes:

Abstain:

Absent:

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Chris Lee,  
Secretary to the  
Solano Groundwater Sustainability Agency

**SOLANO GSA**  
**Check Register**  
**For the Period From Mar 25, 2026 to May 27, 2026**

Filter Criteria includes: Report order is by Date.

<b>Check #</b>	<b>Date</b>	<b>Payee</b>	<b>Cash Account</b>	<b>Amount</b>
1276	4/22/26	AG INNOVATIONS	1025AC	3,615.00
1277	4/22/26	DIXON RESOURCE CONSERVATION DISTRICT	1025AC	14,479.00
1278	4/22/26	EARTHSCOPE CONSORTIUM, INC.	1025AC	4,766.84
1279	4/22/26	LUHDORFF & SCALMANINI	1025AC	46,455.50
1280	4/22/26	SOLANO RESOURCE CONSERVATION DISTRICT	1025AC	40,341.33
1281	5/20/26	AG INNOVATIONS	1025AC	5,527.25
1282	5/20/26	DIXON RESOURCE CONSERVATION DISTRICT	1025AC	3,518.75
1283	5/20/26	LUHDORFF & SCALMANINI	1025AC	76,316.43
1284	5/20/26	SOLANO RESOURCE CONSERVATION DISTRICT	1025AC	8,128.10
<b>Total</b>				<b>203,148.20</b>

**ACTION OF  
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY**

**DATE:** June 11, 2026

**SUBJECT:** Financial Report Approval

RECOMMENDATIONS:


Approve the quarterly Income Statement and Balance Sheet of June 2026.

FINANCIAL IMPACT:

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

BACKGROUND:

The Water 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 of June 2026. Additional backup information is available upon request.

Recommended:  \_\_\_\_\_  
Chris Lee, General Manager

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

I, 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 11, 2026, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

\_\_\_\_\_  
Chris Lee,  
Secretary to the  
Solano Groundwater Sustainability Agency

SOLANO GSA  
Balance Sheet  
May 31, 2026

ASSETS

Current Assets			
1025AC	SGSA Checking - FNB	<u>\$ 1,082,115.58</u>	
	Total Current Assets		1,082,115.58
Property and Equipment			
	Total Property and Equipment		0.00
Other Assets			
	Total Other Assets		<u>0.00</u>
	Total Assets	<u>\$ 1,082,115.58</u>	

LIABILITIES AND CAPITAL

Current Liabilities			
	Total Current Liabilities		0.00
Long-Term Liabilities			
	Total Long-Term Liabilities		<u>0.00</u>
	Total Liabilities		0.00
Capital			
39005	Retained Earnings	\$ 1,412,387.40	
	Net Income	(330,271.82)	

SOLANO GSA  
Balance Sheet  
May 31, 2026

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Total Capital	<u>1,082,115.58</u>
Total Liabilities & Capital	<u><u>\$ 1,082,115.58</u></u>

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SOLANO GSA  
OPERATING BUDGET  
FOR THE NINE MONTHS ENDED MAY 31, 2026

		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	406	594	41%
6043AC	General Staff Administration	75,000	123,514	-48,514	165%
6090AC	Memberships	3,500	2,905	595	83%
6100AC	Property tax Admin Fee(County)	5,000		5,000	0%
6112AC	Computer Services (SCADA, Monitoring, Website)	46,500	11,450	35,050	25%
6126AC	Legal Costs	10,000	1,194	8,807	12%
6129AC	SGSA Monitoring	75,000	23,514	51,486	31%
6350AC	ACWA/JPIA Insurance	2,000	1,698		85%
6990AC	Contingency	12,000		12,000	0%
	<b>Subtotal Administrative Expenditures</b>	<b>230,000</b>	<b>164,681</b>	<b>65,017</b>	<b>72%</b>
<b><u>GSP IMPLEMENTATION</u></b>					
6137AC	Funding Development Support(Grant Writing)	0	0	0	
6146AC	On-Call SGMA Support	75,000	6,178	68,822	8%
6614AC	Website Design & Maint	0	2,280		
6991AC	Contingency	50,000	128	49,872	0%
	<b>Subtotal Implementation Expenditures</b>	<b>125,000</b>	<b>8,586</b>	<b>118,694</b>	<b>7%</b>
<b><u>GRANT EXPENDITURES</u></b>					
62101IMP	IMP GRANT ADMINISTRATION	85,000	82,233	2,767	97%
62102IMP	IMP GSP MONITORING ENHANCEMENT	150,000	105,104	44,896	70%
62103IMP	IMP GSP GRNDWTR USE MGT ACTION	235,000	96,760	138,240	41%
62104IMP	IMP INTERCONNECTED SURFACE WAT	110,000	42,544	67,456	39%
62105IMP	IMP BASIN WATER USE	135,000	151,091	-16,091	112%
62106IMP	LOCAL WATER CONSERVATION & MGT	100,000	32,907	67,093	33%
62107IMP	GROUNDWATER MGT POLICY POSITIONING	150,000	3,120	146,880	2%
62108IMP	RECHARGE STUDY-TARGETED IMPLEMENTATION	320,000	154,570	165,430	48%
62109IMP	LOCALIZED GROUNDWATER CONDITIONS EVAL	80,000	5,504	74,496	7%
62110IMP	CITY OF VACAVILLE RECYCLED WATER PLANNING	10,000	0	10,000	0%
62111IMP	PREPARE GSP ANNUAL REPORT	110,000	128,534	-18,534	117%
62112IMP	GSP MODIFICATIONS & 5 YR ASSESSMENT	200,000	215,916	-15,916	108%
62113IMP	STAKEHLDR ENGAGEMENT & OUTRCH	200,000	104,927	95,073	52%
	<b>Subtotal Grant Expenditures</b>	<b>1,885,000</b>	<b>1,123,210</b>	<b>761,790</b>	<b>60%</b>
	<b>Total Expenses</b>	<b>\$ 2,240,000</b>	<b>\$ 1,296,477</b>	<b>\$ 945,500</b>	<b>58%</b>
<b><u>Revenues</u></b>					
4403AC	INTEREST - CHECKING	3,800	15,391	-11,591	405%
4922AC	GSA GSP COST SHARE REVENUES	112,482	112,304	178	100%
4924AC	PROP 218 CHARGE	547,291	462,502	84,789	85%
49101IMP	GSGMA IMPLEMENTATION GRANT	1,885,000	376,009	1,508,991	20%
	<b>Total Revenues</b>	<b>\$ 2,548,573</b>	<b>\$ 966,205</b>	<b>\$ 1,582,368</b>	<b>38%</b>
	<b>Net</b>	<b>\$ 308,573</b>	<b>\$ (330,272)</b>	<b>\$ 638,845</b>	<b>-107%</b>

# SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY



## MEMORANDUM

**TO:** Board of Directors

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

**DATE:** June 4, 2026

**SUBJECT:** April 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

As of June 3, Lake Berryessa is at elevation of 437.2 feet, 97% full. From a water supply perspective, the Solano Project is in good shape for several years to come. On May 14, the Department of Water Resources increased the State Water Project North of Delta allocation to 60% (45% South of Delta).

Short-term and seasonal precipitation forecasts are shown in the figures below.

### Prepare for imminent return of El Niño, UN warns<sup>1</sup>

The world must prepare for the imminent return of El Niño and the supercharged weather extremes it brings, the UN has warned. The powerful natural weather pattern, which raises global temperatures and worsens some rainfall, has an 80% chance of forming before September and a 90% chance before November, the World Meteorological Organization (WMO) said on Tuesday. It found most models projected the return of the cyclical phenomenon in the ocean and atmosphere to be “at least moderate” in strength, and possibly stronger. Scientists have previously warned that it could be the strongest this century. However, the WMO stopped short of backing such projections and said forecasters were still in a window of uncertainty. “The spread is large,” said Celeste Saulo, the secretary general of the WMO. “There are models that are not providing any indication of a strong El Niño, while others are doing so.”

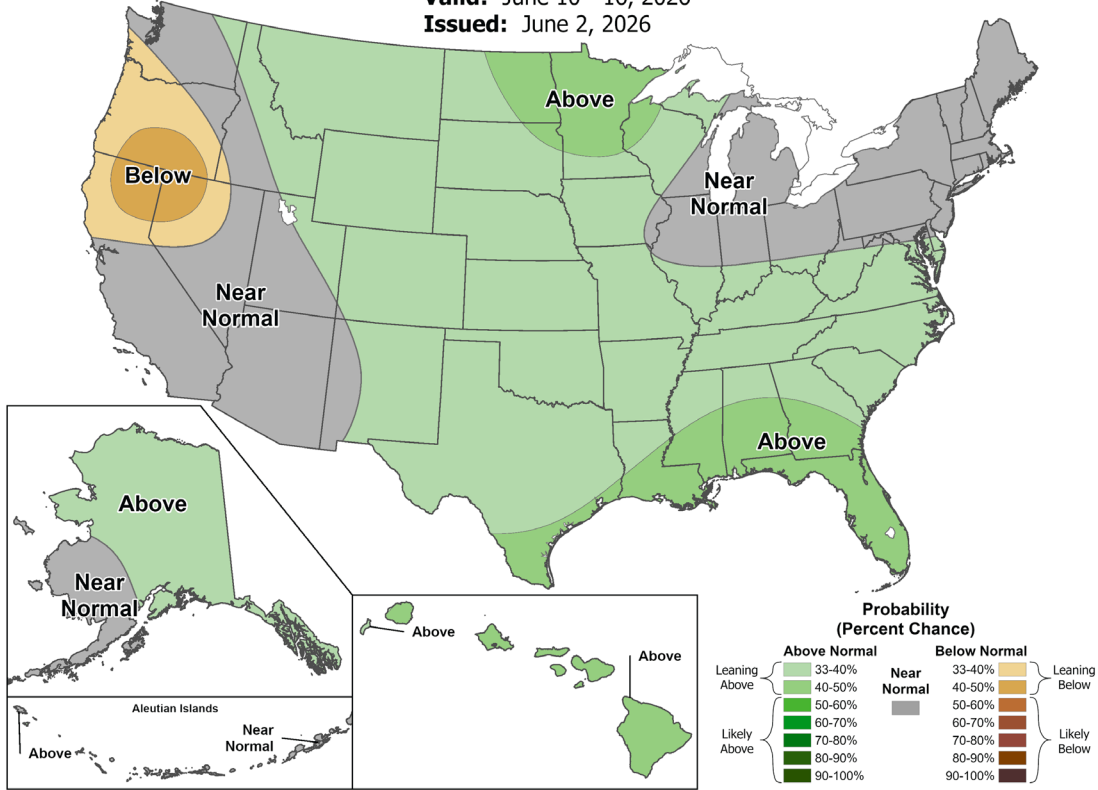
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<sup>1</sup> The Guardian



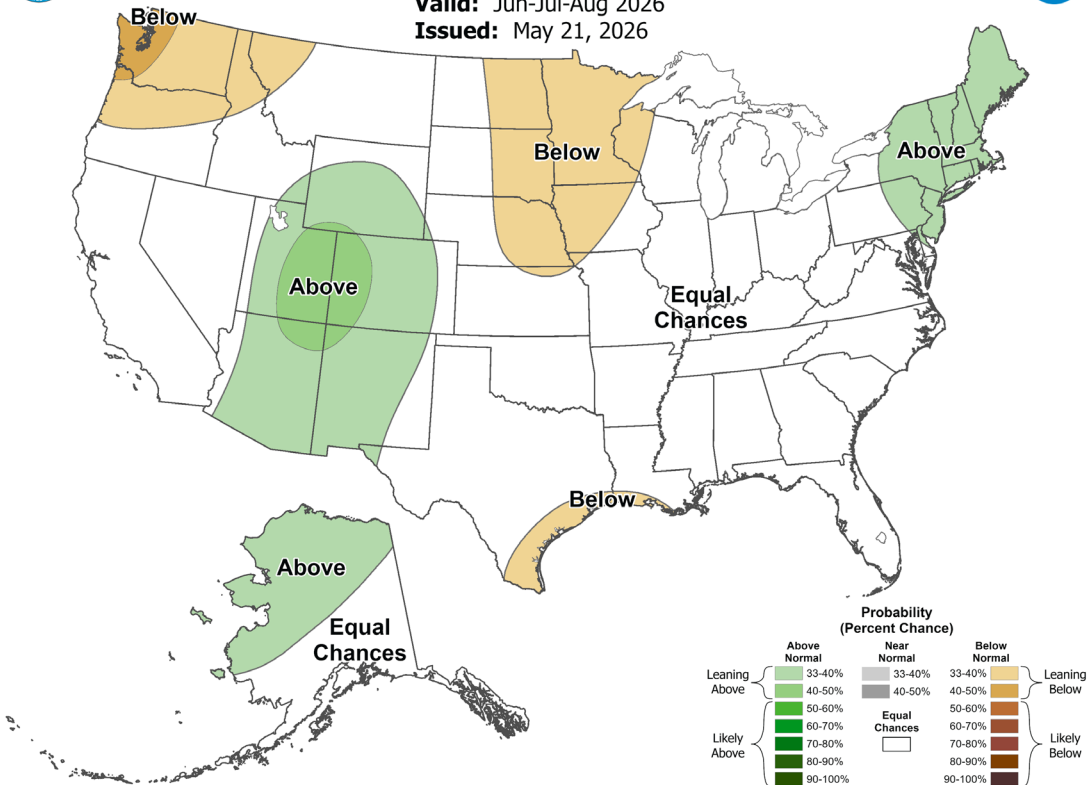
# 8-14 Day Precipitation Outlook

Valid: June 10 - 16, 2026  
Issued: June 2, 2026



# Seasonal Precipitation Outlook

Valid: Jun-Jul-Aug 2026  
Issued: May 21, 2026



António Guterres, the UN secretary general, said the world “must treat it as the urgent climate warning it is. El Niño conditions will pour fuel on the fire of a warming world,” he said. “Impacts will hit even harder, travel even farther, and cross borders with devastating speed.” The most recent El Niño, which hit in 2023-24, was one of the five strongest on record and contributed to a scorchingly hot year in 2024 that broke global temperature records. The WMO said unusually high temperatures were forecast in nearly all parts of the planet for the next three months, and warned of a greater probability of extreme rain and drought.

Although each El Niño event is unique, scientists usually associate them with heavier rain in parts of South America, the southern US, the Horn of Africa and central Asia. Drier conditions typically hit Central America, northern South America, the Caribbean, Australia, Indonesia and parts of south Asia. The warm waters can fuel hurricanes in the central and eastern Pacific Ocean but hinder their formation in the Atlantic basin.

### GSA Contracts

The GSA uses ACWA/JPIA approved contracts, with all templates reviewed and approved by the GSA Legal Counsel. The contract language has been the same for many years. Any deviation from contract language always goes to Legal Counsel for review. GSA amendments are standardized and have consistently been the same for years. Additionally, all standard contracts include the following section below with regards to Ownership (and any deviation has been reviewed by Legal Counsel).

The clause below is included in all GSA contracts.

#### 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 all 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.

### Bay Delta Plan<sup>2</sup> Update

The SWRCB is planning to release a draft Bay-Delta Plan update, likely with public hearings late this summer. After additional review, the SWRCB anticipates a final update of the Bay-Delta Plan by the end of the calendar year. The Agency continues to operate in good faith in advancing the goals of the Healthy Rivers & Landscape Program (HRL). The Agency is working to finalize permitting on the Nishikawa Project, our HRL habitat commitment, with construction expected in Summer 2027. Additionally, the Agency is working cooperatively with the landowners along Road 106A to improve fish passage, with the purchase of 2 new 72-inch culvert pipes.

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<sup>2</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.

In addition to the Bay-Delta Plan update, the SWRCB has released a Putah Creek Draft Model Report, one of only two watersheds modeled by the SWRCB in the Central Valley (Putah and Butte Creek). While not part of the Bay-Delta Plan, the SWRCB would likely use the model to manage and curtail water rights within the Putah Creek watershed, such as drought emergencies and implementation of the Bay-Delta Plan.

[https://waterboards.ca.gov/waterrights/water\\_issues/programs/supply-and-demand/docs/draft-putah-creek-mdr.pdf](https://waterboards.ca.gov/waterrights/water_issues/programs/supply-and-demand/docs/draft-putah-creek-mdr.pdf)

### GSP Implementation Actions

Over the last six months, member and partner agencies of the Solano Collaborative have been actively engaged in a variety of implementation actions. To date, a total of 5 recharge locations have been developed within or near the Northwest Focus Area, including telemetry and data collection. Four 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. The fifth location is a recharge pilot project located off the Putah South Canal and Dry Arroyo Creek, in coordination with the SID GSA. On other actions, the Solano Collaborative continues to meet on a quarterly basis. At the May 21 Collaborative meeting, the group discussed the Periodic Evaluation, which is the 5-year evaluation and written assessment of the GSP. The Collaborative reviewed the scope of the Periodic Evaluation and determined that a GSP amendment was not needed. The scope of the Periodic Evaluation will assess the progress of the GSP, integrate new information, present updated groundwater conditions, address corrective actions by DWR, and consider future projections including potential large-scale land use changes as well as extreme climate conditions within the Solano Subbasin. Meeting notes of the Solano Collaborative can be found at the link below.

<https://solanogsp.com/solano-collaborative/>

**ACTION OF  
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY**

**DATE: June 11, 2026**

**SUBJECT: Solano Subbasin Groundwater Sustainability Agency Fiscal Year 2026-2027 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 2026-2027 budget.

FINANCIAL IMPACT:

None.

BACKGROUND:

On June 4, 2026, the Budget Review Committee reviewed the proposed FY 2026-2027 budget prepared by staff. The Budget Review Committee recommends the Board adopt the proposed FY 2026-2027 budget prepared by staff. 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 11, 2026, 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 2026-2027  
Proposed Budget**

# **General Manager’s Budget Message**

## **FY 2026-2027 Proposed Budget**

**June 2026**

### **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 2025-2026 the Agency’s cumulative fund balance is projected to be \$1,196,209; an increase of \$308,573 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 2025-2026 budget, and the proposed FY 2026-2027 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 March 31 of 2027. 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 2025-2026 Budget Synopsis**

The GSP was submitted to DWR at the end of January 2022. In November 2023, DWR awarded the Solano Collaborative a \$4.4-million grant, which will run through March 31, 2027. DWR approved the Solano Subbasin GSP on January 17, 2024. Prior to the DWR grant, GSP administration and implementation costs were largely split between reserve funds, cost share from the other GSAs, and the first installments of the GSP Charge within the Solano Subbasin. Once the DWR grant came online, several items including outreach, monitoring enhancements, 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 were funded through the DWR Sustainable Groundwater Management Act Implementation Grant. GSA Administration costs (non-grant) are funded by the GSP charge. The total budget for FY 2025-2026 was \$2,240,000.

### **Proposed FY 2026-2027 Budget**

The proposed FY 2026-2027 budget is a transitional year as the DWR Sustainable Groundwater Management Implementation Grant ramps down, a new Prop. 218 fee assessment is conducted, and the first 5-year assessment of the GSP is written. The three main activities are GSA Administration, GSP Implementation, and Grant Expenses. For GSA Administration, costs have increased to more accurately reflect labor and overhead rates of Water Agency staff. Additionally, as the DWR grant ramps down, the GSA monitoring and reporting costs become a critical part of the GSA Administration. The second activity is GSP Implementation, which follows a similar trend, where costs increase primarily due to the ramping down of the DWR grant. Lastly, for Grant Expenses there is a significant decrease as the DWR grant ends March 31, 2027. Total revenues for FY 2026-2027 are expected to be \$2,479,573. Total expenditures for FY 2026-2027 are expected to be \$1,930,000. This will result in a net increase of \$549,573 into reserves. It is anticipated that reserves will be at approximately \$1,745,782 at the end of FY 2026-2027.

Luhdorff & Scalmanini Consulting Engineers (LSCE) 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 these tasks are \$905,000. 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 costs for these tasks are \$99,500.

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 DRCD has been given a time extension to continue their work. No additional funds were added to their contract.

The Solano Resource Conservation District will provide assistance with GSP compliance and the Ag Efficiency Program. 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; and 4) Promote and perform trial best management practices for water use efficiency. The SRCD has been given a time extension to continue their work. For the Ag Efficiency Program a new contract will be issued.

Mark Grismer will provide assistance with GSP monitoring and Data Management Enhancements. Mr. Grismer will continue to install dataloggers and monitor the wells in the SGWAP network. Continue the review of historical information and groundwater data and analysis and support Managed Aquifer Recharge efforts. Mr. Grismer is a retired professor of hydrology and biological & agricultural engineering from UC Davis. The total estimate for these tasks is \$30,000.

Solano Groundwater Sustainability Agency  
Budget Year 26/2027 & 25/2026

Revenues	Budget 26/2027	Budget 25/2026
City of Vacaville GSA GSP Cost Share	36,500	36,500
Sacramento County GSA/ND GSA GSP Cost Share	23,820	23,820
Solano Irrigation District GSA GSP Cost Share	26,862	26,862
	87,182	87,182
 Solano GSA GSP Cost Share;		
City of Dixon Cost Share	12,900	12,900
City of Rio Vista Cost Share	12,400	12,400
	25,300	25,300
 Total of GSA GSP Cost Share	112,482	112,482
 Grant Revenues	1,816,000	1,885,000
 Total of Interest Earned	3,800	3,800
Proposition 218 Charge	547,291	547,291
<b>Total Revenues</b>	<b>\$2,479,573</b>	<b>\$2,548,573</b>

**Expenses**

GSA Administrative

6040AC	Administrative/Office	1,000	1,000
6043AC	General Staff Administration	230,000	75,000
6090AC	Memberships	3,500	3,500
6100AC	Property tax Admin Fee(County)	5,000	5,000
6112AC	Computer Services (SCADA, Monitoring, Website)	25,000	46,500
6126AC	Legal Costs	10,000	10,000
6128AC	GSP Updates	100,000	0
6129AC	SGSA Monitoring	100,000	75,000
6130AC	Project Management & Stated Updates	0	0
6350AC	ACWA/JPIA Insurance	2,000	2,000
6990AC	Contingency	23,500	12,000
	Subtotal Administrative Expenditures	500,000	230,000

GSP Implementation

	Project Team Meetings & Reporting		
	Addtl Interbasin/Tribal Coordination		
	Annual GSP Reporting & Updates		
	GSP Monitoring & DMS Enhancements		
	Outreach & Education		
	Technical Support for Outreach Efforts		
	Addressing DWR Comments on GSP & Five-Year Assessment	150,000	0
	Model Updates & Application		
	GSA Meeting Support		
6137AC	Funding Development Support	50,000	0
6146AC	On-Call SGMA Support	75,000	75,000
6614AC	Website Design & Maint	10,000	0
6991AC	Contingency	50,000	50,000
	Subtotal Implementation Expenditures	335,000	125,000

<u>Grant Expenses</u>			
62101IMP	Grant Administration	75,000	85,000
62102IMP	Monitoring Enhancements & Data Gaps	120,000	150,000
62103IMP	Data Management System Enhancements	30,000	235,000
62104IMP	Interconnected Surface Water	90,000	110,000
62105IMP	Improving Understanding of Basin Water Use	50,000	135,000
62106IMP	Local Water Conservation & Management	175,000	100,000
62107IMP	Groundwater Management Policy Positioning	128,000	150,000
62108IMP	Recharge Study-Targeted Implementation	115,000	320,000
62109IMP	Localized Groundwater Conditions Evaluation	63,000	80,000
62110IMP	City of Vacaville Recycled Water Planning	64,000	10,000
62111IMP	Prepare GSP Annual Report	8,000	110,000
62112IMP	GSP Modifications & Five-Year GSP Assessment	120,000	200,000
62113IMP	Stakeholder Engagement & Community Outreach	57,000	200,000
Total Grant Expenses		1,095,000	1,885,000
Total Expenses		<u>\$1,930,000</u>	<u>\$2,240,000</u>
Net Increase/(Decrease) in Reserves		<u>\$549,573</u>	<u>\$308,573</u>
Expected Beginning Reserves 7/01/2026		\$1,196,209	\$887,636
Expected Ending Reserves 6/30/2027		\$1,745,782	\$1,196,209
Consultant expenses			
	Luhdorff & Scalmanini	905,000	1,442,494
	Ag Innovations	99,500	137,500
	Legal	10,000	10,000
	Dixon RCD	45,000	70,167
	Earthscope	15,000	15,000
	Eyasco(SCADA/ Monitoring)	25,000	25,000
	Mark Grismer	30,000	42,000
	Pat Davis Designs	9,500	21,500
	Solano RCD (Implementation)	120,000	245,316
	Solano RCD (Ag Water)	80,000	80,000
	The Freshwater Trust		
		<u>\$1,339,000</u>	<u>\$2,088,977</u>

**ACTION OF  
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY**

**DATE: June 11, 2026**

**SUBJECT: Pre-Approval of Fiscal Year 2026-2027 Payments**

RECOMMENDATIONS:

Authorize payments of the following bills for fiscal year 2026-2027 within budgeted amounts.


1. Payments related to consultants and contractors with Board approved contracts or General Manager approved contracts or purchase orders (up to the Board approved limit).
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

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 11, 2026, 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 11, 2026

**SUBJECT:** Consultant Services Contracts

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RECOMMENDATIONS:

Authorize General Manager to execute agreements and amendments for the following consultant services for work through fiscal year 2026-2027 (see “Background for brief description of each contract):

1. Luhdorff & Scalmanini Consulting Engineers, Solano Subbasin Groundwater Sustainability Plan Implementation Support, existing vendor-contract limit of \$905,000.

FINANCIAL IMPACT:

Funding for these consultant contracts is included in the fiscal year 2026-2027 budget.

BACKGROUND:

Staff requests authorization to execute the one agreement totaling \$905,000 (compared to last year’s total of \$1,580,000). A brief synopsis of the contract is presented below.

1. Luhdorff & Scalmanini Consulting Engineers will provide support for grant administration, monitoring and data management, GSP outreach and compliance activities and technical support.

Recommended:   
Chris Lee, Secretary

Approved as  
recommended

Other  
(see below)

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 June 11, 2026, by the following vote.

Ayes:

Noes:

Abstain:

Absent:

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Chris Lee,  
Secretary to the  
Solano Subbasin Groundwater Sustainability Agency

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, 2026**, is between SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY 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 \$905,000** 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, 2027** 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**

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 Subbasin Groundwater Sustainability 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 Subbasin Groundwater Sustainability 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 Subbasin Groundwater Sustainability 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 Subbasin Groundwater Sustainability 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 Subbasin Groundwater Sustainability 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 Subbasin Groundwater Sustainability 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 Subbasin Groundwater Sustainability Agency.

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

1. **Additional Insured Status:** Solano Subbasin Groundwater Sustainability 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 Subbasin Groundwater Sustainability Agency, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Solano Subbasin Groundwater Sustainability 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 Subbasin Groundwater Sustainability Agency.

**Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the Solano Subbasin Groundwater Sustainability Agency. The Solano Subbasin Groundwater Sustainability 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 Subbasin Groundwater Sustainability 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 Subbasin Groundwater Sustainability Agency.

**Verification of Coverage** – Contractor shall furnish the Solano Subbasin Groundwater Sustainability 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 Subbasin Groundwater Sustainability 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 Subbasin Groundwater Sustainability 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 Subbasin Groundwater Sustainability 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.

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 GSA  
810 Vaca Valley Parkway, Suite 202  
Vacaville, CA 95688

CONTRACTOR

Scott Lewis, President  
Luhdorff & Scalmanini Consulting Engineers  
500 First Street  
Woodland, CA 95695  
[slewis@lsce.com](mailto:slewis@lsce.com)

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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

Luhdorff & Scalmanini Consulting Engineers

By: \_\_\_\_\_  
Chris Lee  
General Manager

By: \_\_\_\_\_  
Scott Lewis,  
President

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**FOR SCWA USE ONLY**

Contract Period: 07/01/2026 to 06/30/2027  
File Number: AG-L-5  
Account Manager: Alex Rabidoux  
G/L Account #: GSA (Varies)  
Job Cost #: GSA (Varies)  
Contract Type: Professional Services

## 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.

#### **Task 1 – Grant Administration**

Provide grant administration support with quarterly progress reports, quarterly invoices, backup documentation, and Draft & Final Component Completion Reports.

#### **Task 2 – GSP Monitoring and Data Management Enhancements**

Provide an inventory of active wells, conduct water quality sampling of select domestic wells, instrumentation of select monitoring sites, Data Management System updates, web mapping support and updates, synthesis of shallow groundwater/stream infiltration monitoring along Lower Putah Creek.

#### **Task 3 – Supporting Groundwater Use Management Action**

Review and refine ET estimates, comparison of remote sensing to ground-based sensors, improve assessment of surface water use locations and volumes, work with the Dixon and Solano RCDs on continued outreach to growers, help develop incentives and policies for future groundwater development.

#### **Task 4 – Water Supply Replenishment and Reliability Projects**

Look at recharge locations within the northwest focus area, identify field scale recharge sites, coordination with Yolo Subbasin, identify domestic wells vulnerable to groundwater level impacts, and coordinate with the City of Vacaville on their recycled water planning.

#### **Task 5 – GSP Implementation, Outreach, and Compliance Activities**

Prepare the annual GSP report, including data acquisition, address any DWR GSP corrective actions, provide public engagement at GSA Boards and stakeholder meetings, support interbasin coordination.

#### **Task 6 – Groundwater Monitoring and Data Management Activities (Non-Grant)**

Continued support with GSP monitoring and data management activities after the DWR grant period. Conduct and compile Spring 2027 measurements, update the webmap with new data through Spring 2027.

#### **Task 7 – Recharge and Stormwater Management Project Support (Non-Grant)**

Continue to support as directed by Solano GSA staff, support for recharge and stormwater management project development and monitoring for the post DWR grant period of March– June 2027.

#### **Task 8 – GSP Annual Report for Water Year 2026 (Non-Grant)**

Prepare the GSP Annual Report for Water Year 2026, including data acquisition, model refinement, model updates, draft and final annual report, and submission to DWR.

#### **Task 9 – As Needed Technical Support for GSP Implementation (Non-Grant)**

Perform as directed, tasks related to implementation of the Solano GSP, including development of maps and outreach materials, stakeholder engagement, participating in meetings, and other tasks non funded through the grant during the months of March – June 2027.

**Task 10 – GSP Implementation Funding Development (Non-Grant)**

Perform as directed, grant funding coordination and technical support for potential grant funding opportunities such as DWR Proposition 4 and other funding opportunities.

**Task 11 – Technical Support for Solano GSA Fee Assessment (Non-Grant)**

Complete tasks related to updating the Solano GSA fee assessment, including preparation of a draft fee study report, describing GSA revenue needs and the approach used in assessing the fees.

**Task 12 – On Call Technical Support for Solano GSA Activities**

Provide as needed, on call technical support for Solano GSA activities, including development of maps, outreach material, participating in meetings, and other tasks as requested.

The Consultant’s Proposal is included in the following pages, with additional details on scope of work and deliverables.

May 11, 2026  
File No. 26-1-091

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

**SUBJECT: 2026-2027 Solano Subbasin Groundwater Sustainability Plan Implementation Support**

Dear Mr. Rabidoux:

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 Collaborative<sup>1</sup>) and other Groundwater Sustainability Agencies (GSA) in the Solano Subbasin with implementation of the Solano Subbasin Groundwater Sustainability Plan (GSP) during Fiscal Year 2026-2027 spanning July 1, 2026 through June 30, 2027. 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. Tasks related to completion of the grant workplan will build on efforts conducted in Fiscal Years 2024-2025 and 2025-2026.

The grant supports activities related to implementation of the GSP through March 31, 2027. Additional tasks are included to assist with tasks not covered by the grant, including support for continuing GSP implementation outside of the scope of the grant or after the grant completion deadline passes such as groundwater monitoring and data management, work on implementation of projects and management actions, preparation of a GSP Annual Report for water year 2026, and as-needed technical support with GSP implementation. Also included in the scope of work are efforts related to funding development and grant applications, updating of the Solano Subbasin fee study to support updating of Solano GSA fees, and responding to on-call requests related to support for Solano GSA activities.

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<sup>1</sup> 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

Accordingly, this scope of work describes efforts in Fiscal Year 2026-2027 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

Additional tasks included in the scope of work, which are not anticipated to be supported by the GSP implementation grant because they are outside the scope of the activities eligible for grant support or occur after the grant completion deadline, include the following:

Task 6: Groundwater Monitoring and Data Management Activities (after grant deadline)

Task 7: Recharge and Stormwater Management Project Support (after grant deadline)

Task 8: GSP Annual Report for Water Year 2026 (outside grant scope)

Task 9: As-Needed Technical Support for GSP Implementation (after grant deadline)

Task 10: GSP Implementation Funding Development

Task 11: Technical Support for Solano GSA Fee Assessment

Task 12: On-Call Technical Support for Solano GSA Activities

Many of the tasks and budget estimates presented in this scope of work are based in part on projected grant task status and remaining budget at the end of the current fiscal year. Upon completion of the current fiscal year, LSCE will coordinate with the GSA to evaluate whether this scope and budget for Fiscal Year 2026-2027 should be amended to be consistent with the status of tasks and budgets at the end of the current fiscal year.

### **Task 1: Grant Administration (grant supported)**

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 include providing support in grant administration (to be completed by the end of grant period) and 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 (grant supported)**

This task includes continued implementation of three elements initiated during the prior fiscal year:

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 continued engagement with a subconsultant to support completion of this task.

### **Task 3: Support Groundwater Use Management Actions (grant supported)**

Task 3 includes continued implementation of three elements initiated during the prior fiscal:

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.

This task will include evaluation of remote sensing ET data available from OpenET<sup>2</sup> 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 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 at least water years 2017-2022 (and possibly through 2024, if data are available and the analysis of additional years can be completed within the grant budget) 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 as 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

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<sup>2</sup> <https://openetdata.org/>

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, reliability, and compliance with water quality standards. 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 in the Northwest 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 (grant supported)**

This task will include continued implementation of three elements initiated during the prior fiscal year:

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 Northwest 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 Northwest 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 Northwest 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 (grant supported)**

LSCE will prepare and submit the GSP Five-Year Periodic Evaluation (PE), required to be submitted by January 31, 2027. As part of this task, LSCE will begin work on addressing and responding to recommended corrective actions identified by DWR in the GSP approval letter received in January 2024. Responses to the recommended corrective actions will be incorporated into the PE and 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. Completion of the PE will include additional review of the status of implementation of the GSP and other required elements in accordance with the requirements of the GSP Regulations. Updates to the Solano IHM necessary to support the PE will also be completed as part of this task.

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: Groundwater Monitoring and Data Management Activities (not grant supported)**

This task involves providing continued support with GSP monitoring and data management activities during the period March 2027 through June 2027, after the end of the DWR grant. LSCE will provide support with transducer downloads and manual water level readings at GSP monitoring network wells in Spring 2027, processing, compilation and quality control of data, and uploading of RMS and TSS well monitoring data to SGMA Monitoring Network Module in compliance with DWR requirements. This task also includes completing an update of the Subbasin monitoring webmap with new data through Spring 2027.

### **Task 7: Recharge and Stormwater Management Project Support (not grant supported)**

LSCE will provide continued support for recharge and stormwater management project development and monitoring for the period March 2027 through June 2027, after the end of the DWR grant. Activities under this task are anticipated to include support with project planning, design, monitoring, and analysis in support of implementing and achieving recharge and stormwater management project objectives identified by the Subbasin.

### **Task 8: GSP Annual Report for Water Year 2026 (not grant supported)**

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) 20256-2027, 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, 2027.

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)
  - Executive Summary
  - 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 2026
  - 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. Additional updates and reporting on the status of Projects and Management Actions (PMAs) included in the GSP in DWR's PMA Module will also be included, as required by DWR. 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 GSP Annual Report data.

### **Task 9: As-Needed Technical Support for GSP Implementation (not grant supported)**

Through this task, LSCE will provide technical assistance, as requested, to support GSP implementation activities in the Solano Subbasin that are outside of the scope of the grant or after the grant completion deadline. This task will include support for continuing GSP implementation efforts that are not funded by the GSP implementation grant during the months of May and June 2026, as necessary. Services may include:

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

### **Task 10: GSP Implementation Funding Development (not grant supported)**

Under this task, LSCE will provide grant funding coordination and development of 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 California Department of Conservation, DWR, and State Water Resources Control Board grant programs and other funding opportunities aligned with GSP implementation activities. Additional federal grant opportunities through the U.S. Bureau of Land Management and National Resources Conservation Service will also be considered, if available.

## **Task 11: Technical Support for Solano GSA Fee Assessment (not grant supported)**

LSCE prepared the SGSA Fee Report and supported approval of SGMA fees in the Solano Subbasin for the 2022-2027 period. This task will involve updating the existing SGMA fees in 2026 to support GSP implementation costs for the 2027-2032 period through a collaborative approach in coordination with GSA staff, the Collaborative, and the Solano GSA Board culminating in completion of a Proposition 218 Fee Report. This updated Fee Report will provide the foundation for Solano GSA to approve updated SGMA fees to be effective starting in the FY27-28 and added to Assessor Fee Roll in July 2027. The updated Fee Report will establish SGSA's preferred fee mechanism with updated fees that ensure adequate cost recovery for SGSA operations and SGMA compliance costs during the 2027-2032 period. SGSA revenue requirements will be informed by the actual costs incurred for GSA operations and SGMA compliance actions over the 2022-2026 period, and projected revenue requirements over the 2027-2032 period.

The scope for this task is divided into four subtasks as described below. LSCE is initiating preliminary efforts related to updating of the GSA fees during the current fiscal year. The completion of some preliminary activities during the current fiscal year may affect the scope of work for tasks necessary to complete in the upcoming fiscal year 2026-2027.

### Subtask 11.1: Project Management and Meeting Support

LSCE will oversee the project administration, scheduling, and deliverables. This will include periodic coordination calls with the LSCE team and GSA staff to track progress and address GSA concerns or challenges. Under this Task, LSCE will also prepare for and complete coordination and communication to support the project, including general project management, meetings, and coordination with other experts, consultants, or stakeholders as directed by the SGSA. LSCE will support the GSA with outreach, Board meetings, and presentation materials. LSCE will support discussion of fees at meetings, including to share analyses and evaluation metrics, discuss recommended fees, and coordinate fee approval efforts. Support for meetings will include assisting with two Solano GSA Board Meetings during the fiscal year (January and April 2027). An additional GSA Board meeting is anticipated to be needed in July 2027 for approving the updated fees; however, that meeting is not included in this scope of work since it will occur in a different fiscal year. LSCE will also support discussions of fees in up to four Collaborative meetings (August and November 2026; February and May 2027). LSCE will plan for legal counsel review of key fee assumptions and Draft Fee Report review, communicate with the County Assessors' Office and other parties as needed, and support key project updates to the SGSA website.

### Subtask 11.2: Prepare Technical Memorandum

This task will include reviewing and updating the 2022 Fee Report with respect to the key elements listed below and preparing a draft and final Technical Memorandum (TM) presenting foundational information for inclusion in the updated Fee Report. The TM will present key considerations and assumptions that will guide GSA decisions and development of the Fee Report.

- Provide information regarding fee mechanism options including through Proposition 218 and Proposition 26 processes that meet all California Water Code and Article XIII D requirements.

Considerations related to staying with the Proposition 218 fee mechanism or changing to a Proposition 26 fee approach will be presented.

- Update revenue projections for GSA operations and SGMA compliance actions during the 2027-2032 period. Identify GSA staffing support services and administrative costs associated with organization functions and typical overhead costs for legal, financial, administrative, technical services, reserves and inflation adjustments.
- Update Project Management Action (PMA) costs and provide a cost analysis for each service and project to be included in the fees as agreed to by the GSAs.
- Update the fee options the GSA would like to analyze in determining the fee to be considered for implementation in FY27-28. LSCE will evaluate up to three fee options for consideration.
- Update the estimated groundwater use by GSA data used for cost allocation purposes in the 2022 Fee Report, including incorporating groundwater use information through the Water Year 2025 Annual Report period and model updates and refinements completed for the GSP Periodic Evaluation.
- Update calculations and analysis of different fee options and confirm the revenue to be collected for each fee option is sufficient to meet the updated GSA revenue needs.
- Update the GSA cost sharing calculations to be billed for each fee option evaluated to provide guidance for updating the current GSA cost sharing agreement provisions.
- Update milestones and schedule for approval of the Fee Report to ensure the updated fee is on the fee roll of the County Assessor for FY27-28.
- Prepare draft parcel dataset with current property-specific data for parcels subject to the fee to be included in updated Fee Report.

#### Subtask 11.3: Prepare Fee Report

This task will include preparing an updated Fee Report for the Solano GSA using the TM developed in subtask 11.2 as a foundational document. Under this task, LSCE will prepare a draft Fee Report which includes updated information related to establishing fees for the 2027-2032 period. This includes evaluating the updated revenue projections for both GSA operational and PMA costs, reviewing fee options considered, a list of parcels subject to the proposed fees, calculation of GSA cost-sharing within the Solano Subbasin, evaluating if recommended fees are equitable with a nexus between fees charged and benefits received, and recommended fees within the Solano GSA boundary. Upon receiving comments from the GSA on the draft Fee Report, a final Fee Report will be prepared for Board approval.

#### Subtask 11.4: Fee Assessment Outreach Support

LSCE will assist the GSA with outreach activities related to updating of the GSA fee assessment. This will include support with preparation of outreach materials, conducting workshops and public hearings, and preparation and distribution of Proposition 218 Notices with Protest Forms (assuming GSA chooses Proposition 218 fee approach). This task may include providing required notices to property owners with parcel-specific amounts for the maximum and proposed fees, assisting the GSA in timely development and posting of materials to the GSA websites such as FAQs, and other activities to support outreach to affected landowners and water users.

## **Task 12: On-Call Technical Support for Solano GSA Activities (not grant supported)**

Through this task, LSCE will provide technical assistance, as requested, to support Solano GSA activities. Services may include:

- Development of maps and other outreach materials to support GSA activities,
- Responding to data requests and other GSA-related technical assistance, and
- Performing technical analyses as needed.

### **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. All grant work will be completed and deliverables will be submitted in accordance with the grant deadline of March 31, 2027. Updates on grant progress will be provided in monthly status reports to the Solano GSA, 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, with the final deliverables for grant-supported tasks to be completed by the end of the grant period, currently planned for 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 (completed)
- Deliverable due date schedule (completed)
- 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, including groundwater quality sampling results

Data management system enhancements

- Enhanced DMS with web-based 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

- Time-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**

Addressing GSP corrective actions and initial efforts related to completion of five-year periodic evaluation of GSP

- Five-year GSP Periodic Evaluation and associated submittals to DWR by January 31, 2027
- Refined and updated version of Solano IHM

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 – Groundwater Monitoring and Data Management Activities**

- Groundwater monitoring data
- Updated Groundwater Monitoring Webmap
- Submittal of semi-annual monitoring data to SGMA Monitoring Network Module by July 1, 2027

#### **Task 7 – Recharge and Stormwater Management Project Support**

- Project planning materials, results from analyses of recharge data

#### **Task 8 – GSP Annual Report for Water Year 2026**

- Annual report for water year 2026 and associated data submittals to DWR by April 1, 2027

#### **Task 9 – As-Needed Technical Support for GSP Implementation**

- As necessary and requested

#### **Task 10 – GSP Implementation Funding Development**

- Grant application or other submittal materials, as appropriate

#### **Task 11 –Support for Solano GSA Fee Assessment**

- Draft TM – October 2026
- Final TM – November 2026
- Draft Fee Report – January 2027
- Final Fee Report – March 2027
- Fee notice mailers – April 2027

#### **Task 12 – On-Call Technical Support for Solano GSA Activities**

- As necessary and requested

### **Cost Estimate**

**Table 1** details the estimated cost for the activities proposed in Tasks 1 through 12. The GSP implementation grant awarded to the Subbasin includes funding for Tasks 1 through 5. Three additional tasks (Tasks 6 through 9) are related to GSP implementation, but are not supported by the GSP implementation grant because they occur after the end of the grant (March 31, 2027) or are outside the scope of the grant workplan. These tasks include providing continued groundwater monitoring and data management, assisting with recharge and stormwater management projects development, preparing a GSP Annual Report for water year 2026, and as-needed support in addressing any other identified technical needs related to GSP implementation. Tasks 10 through 12 include work assisting the GSA with various activities related to SGMA and GSP implementation, including securing additional funding for GSP projects and management actions, supporting updates to the Solano GSA fee assessment, and assisting with other Solano GSA activities on an as-needed basis.

The estimated costs in **Table 1** are detailed by task and are based on projections of the level of completion of tasks and remaining grant budget at the end of the current fiscal year on June 30, 2026. LSCE and the GSA should review the actual status of task completion and remaining grant budgets at the end of the fiscal year and amend this scope of work, as needed, to ensure task budgets accurately reflect the remaining grant funds and level of effort needed to complete tasks in accordance with the grant agreement and this scope of work. There is also the potential for the cost for Task 11 to be reduced depending on the level of completion of preliminary efforts achieved utilizing budget available for the current fiscal.

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 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

MR. ALEX RABIDOUX  
MAY 11, 2026  
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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 \$904,990. The estimated cost for the tasks covered by the GSP implementation grant is \$575,616; the cost for tasks not covered by the GSP implementation grant is \$329,374.

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.

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  
Senior Principal Hydrogeologist

Enclosures:

Table 1 – Cost Estimate  
LSCE 2026 Schedule of Fees

**Table 1**  
**Cost Estimate: Solano Subbasin Groundwater Sustainability Plan Implementation Support – Fiscal Year 2026-2027**

Task Description		Hours						Cost			
		Sr. Prin. Hydrol.	Suprvsg. Hydro./ Geol.	Pjt. Hydro./ Geol.	Staff Hydro./ Geol.	GIS/ Data Tech.	Clerical	LSCE	Outside Services	Subtask	Task
Billing Rate (\$/hr)		\$280	\$248	\$192	\$170	\$160	\$105				
<b>Task 1 - Grant Administration</b>											
1	Provide support in the preparation of the following grant administration items: <ul style="list-style-type: none"> <li>•Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation</li> <li>•Draft and Final Component Completion Reports (some work on draft reports to occur in FY25, primarily will occur in FY26)</li> <li>•Draft and Final Grant Completion Reports (primarily will occur in FY26)</li> </ul>	32		40	20		4	\$20,460		\$20,460	
<b>Task Total</b>											<b>\$20,460</b>
<b>Task 2 - GSP Monitoring and Data Management Enhancements</b>											
2.1	<u>Monitoring Enhancements and Addressing Monitoring Data Gaps</u> <ul style="list-style-type: none"> <li>•Inventory of active wells; water quality sampling of select domestic wells in areas of interest (assumes sampling of up to 25 wells)</li> <li>•Automated/real-time instrumentation of select monitoring sites (assumes instrumentation of up to 5 additional wells)</li> <li>•Review recent Basal Tehama ag production</li> <li>•Activities associated with identifying potential sites suitable for well recruitment to address GW monitoring data gaps</li> </ul>	40		120	120			\$54,640	\$20,000	\$74,640	
2.2	<u>Data Management System Enhancements</u> <ul style="list-style-type: none"> <li>•DMS updates, interactive web mapping application expansion and enhancements, and other data visualizations for GSA and public use</li> </ul>	12		20	40	100		\$30,000		\$30,000	
2.3	<u>Interconnected Surface Water (ISW) and Groundwater Dependent Ecosystems (GDEs) and Putah Creek Projects</u> <ul style="list-style-type: none"> <li>•Improved GDE inventory and assessment – cottonwoods, managed wetlands</li> <li>•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</li> <li>•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</li> <li>•Technical Memo summarizing ISW conditions in the Subbasin and GDE health</li> </ul>	30		80	80	24		\$41,200		\$41,200	
<b>Task Total</b>											<b>\$145,840</b>
<b>Task 3 – Supporting Groundwater Use Management Action</b>											
3.1	<u>Improving Understanding of Basin Water Use</u> <ul style="list-style-type: none"> <li>•Review and refine ET estimates using OpenET</li> <li>•Comparison of remote sensing versus available ground-based sensors and sensors to be installed</li> <li>•Improve assessment of SW use locations and volumes (with well inventory)</li> <li>•Complete model updates with new information on SW and GW use locations and volumes</li> <li>•Technical Memo summarizing improved understanding of Subbasin water use including ET, surface water and documenting model updates</li> </ul>	40		100	100	10		\$49,000		\$49,000	
3.2	<u>Local Water Conservation and Management</u> Support Solano and Dixon RCDs in the following tasks: <ul style="list-style-type: none"> <li>•Continued outreach to growers on BMPs benefitting water conservation</li> <li>•Irrigation management evaluations for groundwater users</li> <li>•Technical Memo summarizing results of water conservation efforts</li> </ul>	32		40	8			\$18,000		\$18,000	

**Table 1  
Cost Estimate: Solano Subbasin Groundwater Sustainability Plan Implementation Support – Fiscal Year 2026-2027**

Task Description		Hours						Cost			
		Sr. Prin. Hydrol.	Suprvsg. Hydro./ Geol.	Pjt. Hydro./ Geol.	Staff Hydro./ Geol.	GIS/ Data Tech.	Clerical	LSCE	Outside Services	Subtask	Task
Billing Rate (\$/hr)		\$280	\$248	\$192	\$170	\$160	\$105				
3.3	<u>Groundwater Management Policy: Positioning for the Future</u> •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	80		60	60	8		\$45,400	\$60,000	\$105,400	
<b>Task Total</b>											<b>\$172,400</b>
<b>Task 4 – Water Supply Replenishment and Reliability Projects</b>											
4.1	<u>Recharge Study - Targeted Implementation</u> •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	80		60	75	12		\$48,590		\$48,590	
4.2	<u>Localized Groundwater Conditions Evaluation (near Lake Solano)</u> •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	50		100	100	50		\$58,200		\$58,200	
4.3	<u>City of Vacaville Recycled Water Planning</u> 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: •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		8	8			\$5,136		\$5,136	
<b>Task Total</b>											<b>\$111,926</b>
<b>Task 5 – GSP Implementation, Outreach, and Compliance Activities</b>											
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 2025							\$0		\$0	

**Table 1**  
**Cost Estimate: Solano Subbasin Groundwater Sustainability Plan Implementation Support – Fiscal Year 2026-2027**

Task Description		Hours						Cost			
		Sr. Prin. Hydrol.	Suprvsg. Hydro./ Geol.	Pjt. Hydro./ Geol.	Staff Hydro./ Geol.	GIS/ Data Tech.	Clerical	LSCE	Outside Services	Subtask	Task
Billing Rate (\$/hr)		\$280	\$248	\$192	\$170	\$160	\$105				
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	100		200	200	40	30	\$109,950		\$109,950	
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	40		20				\$15,040		\$15,040	
<b>Task Total</b>											<b>\$124,990</b>
<b>Task 6 – Groundwater Monitoring and Data Management Activities</b>											
6	Continued support with GSP monitoring and data management activities during the period March 2027 through June 2027, after the end of the DWR grant. Includes providing support with transducer downloads and manual water level readings at GSP monitoring network wells in Spring 2027, processing, compilation and quality control of data, and uploading of RMS and TSS well monitoring data to SGMA Monitoring Network Module in compliance with DWR requirements. This task also includes completing an update of the Subbasin monitoring webmap with new data through Spring 2027.	10		50	40	40		\$25,600		\$25,600	
<b>Task Total</b>											<b>\$25,600</b>
<b>Task 7 – Recharge and Stormwater Management Project Support</b>											
7	Continued support for recharge and stormwater management project development and monitoring for the period March 2027 through June 2027, after the end of the DWR grant. Activities may include support with project planning, design, monitoring, and analysis.	60		40	20			\$27,880		\$27,880	
<b>Task Total</b>											<b>\$27,880</b>
<b>Task 8 – GSP Annual Report for Water Year 2026</b>											
8	<u>Prepare GSP Annual Report</u> •Includes data acquisition, model refinement, quality control review, and DMS updating, draft and final text preparation. •Prepare and submit annual report for water year 2026.	60		140	140	40	10	\$74,930	\$25,000	\$99,930	
<b>Task Total</b>											<b>\$99,930</b>
<b>Task 9 – As-Needed Technical Support for GSP Implementation</b>											
9	Performing as-needed tasks as requested related to implementation of the Solano Subbasin GSP, including continued development of maps and other outreach materials to support stakeholder education and engagement efforts, participation in meetings, and other tasks. This task will include support for continuing GSP implementation efforts that are not funded by the GSP implementation grant during the months of March through June 2027, as necessary.	32		32	32			\$20,544		\$20,544	
<b>Task Total</b>											<b>\$20,544</b>

**Table 1  
Cost Estimate: Solano Subbasin Groundwater Sustainability Plan Implementation Support — Fiscal Year 2026-2027**

Task Description		Hours						Cost			
		Sr. Prin. Hydrol.	Suprvsg. Hydro./ Geol.	Pjt. Hydro./ Geol.	Staff Hydro./ Geol.	GIS/ Data Tech.	Clerical	LSCE	Outside Services	Subtask	Task
Billing Rate (\$/hr)		\$280	\$248	\$192	\$170	\$160	\$105				
<b>Task 10 – GSP Implementation Funding Development</b>											
10	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 grant programs through DWR Proposition 4, California Department of Conservation, DWR, and State Water Resources Control Board and other funding opportunities aligned with GSP implementation activities. Additional federal grant opportunities through the BLM and NRCS will also be considered, if available.	70		40		10		\$28,880		\$28,880	
<b>Task Total</b>											\$28,880
<b>Task 11 – Technical Support for Solano GSA Fee Assessment</b>											
	Completing tasks related to updating the Solano GSA fee assessment. Includes preparation of a draft fee study report describing GSA revenue needs and the approach used in assessing fees. This task covers the work effort through preparation of the draft fee study report, with final fee implementation on tax roll to occur early in FY 2027-2028.										
11.1	Project management and meeting support	30	50		30			\$25,900		\$25,900	
11.2	Prepare technical memorandum	20	40	16	24	40		\$29,072		\$29,072	
11.3	Prepare Fee Report	30	60	30	40	24		\$39,680		\$39,680	
11.4	Fee Assessment Outreach Support	4	20		16	16	10	\$12,410		\$12,410	
<b>Task Total</b>											\$107,062
<b>Task 12 – On-Call Technical Support for Solano GSA Activities</b>											
12	Performing on-call tasks as requested to support Solano GSA activities, including continued development of maps and other outreach materials to support stakeholder education and engagement efforts, participation in meetings, and other tasks.	28		24	32	6	6	\$19,478		\$19,478	
<b>Task Total</b>											\$19,478
<b>Total for Tasks Funded by GSP Implementation Grant (Tasks 1-5)</b>											\$575,616
<b>Total for Tasks Not Funded by GSP Implementation Grant (Task 6-12)</b>											\$329,374
<b>Total All Tasks</b>											\$904,990

**EXHIBIT B**  
**RATE OF COMPENSATION**

## 2026 SCHEDULE OF FEES

### ENGINEERING AND RELATED FIELD SERVICES

#### Professional\*

Senior Principal .....	\$297/hr.
Principal Professional.....	\$269/hr.
Supervising Professional .....	\$258/hr.
Senior Professional .....	\$230/hr.
Project Professional .....	\$206/hr.
Staff Professional .....	\$181/hr.

#### Technical

Data Management Specialist .....	\$181/hr.
Senior GIS Analyst .....	\$181/hr.
GIS Specialist .....	\$130/hr.
Engineering Assistant/Scientist.....	\$125/hr.

#### Project Admin Support

Word Processing, Clerical .....	\$110/hr.
Digital Communications Specialist.....	\$125/hr.
Project Administrator .....	\$125/hr.

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	\$215/hr
Vehicle Use	\$0.73/mi (or curr. IRS rate)
Subsistence	Cost Plus 15%
Copies	\$0.20 ea.
Field Equipment Rental	
Pressure Transducer	\$10/day
Ultrasonic Flow Meter	\$150/day
Multiparameter Sonde	\$125/day
Field Materials	As-Incurred

\* Engineer, Geologist, Hydrogeologist, and Hydrologist

Send invoice payments to Accounts Receivable, 500 1st Street, Woodland, CA 95695 or [accountsreceivable@lsce.com](mailto:accountsreceivable@lsce.com)

**ACTION OF  
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY**

**DATE:** June 11, 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

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<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 June 11, 2026, by the following vote.

Ayes:

Noes:

Abstain:

Absent:

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Chris Lee,  
Secretary to the  
Solano Subbasin Groundwater Sustainability Agency

~~FIRST~~**FIRST AMENDMENT TO THE  
JOINT POWERS AGREEMENT  
CREATING THE SOLANO SUBBASIN  
GROUNDWATER SUSTAINABILITY AGENCY  
(~~January~~**June 2025**)**

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 “Terminated Member” shall mean a Member that the Board has removed from the Agency pursuant to the procedures identified in Section 13.2.

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2.1.3435 “Undesirable Result” shall have the definition set forth in the Act.

2.1.3536 “Withdrawing Member” is defined in Section 13.2.

2.1.3637 “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~~202  
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-one (21) 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)~~ that require Board approval per the Board approved Procurement Policy 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.

[6.9.14 Involuntary removal of a Member pursuant to Section 13.2.](#)

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 overlie 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~~[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~~ [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 signatory 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** Involuntary Removal of Members.

13.2.1 Any Member may withdraw from the Agency (“**Withdrawing Member**”) ~~by~~ by delivery by delivery of written notice to withdraw to ~~each of the Members~~ the Secretary at least sixty (60) days prior to the effective date of withdrawal (“**Withdrawal Notice Period**”). After providing written notice of withdrawal, a Withdrawing Member may not 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.

13.2.2 The ~~Members~~ Board may ~~consider~~ initiate ~~potential~~ the ~~termination~~ involuntary removal of any Member from this Agreement at any special meeting of the Board called for that purpose or at any regular meeting, if the Board of Directors, by ~~s~~ Supermajority ~~v~~ Vote, determines any of the following:

- The Member has materially failed to meet its requirements or responsibilities under this Agreement;
- The Member has undertaken actions that conflict with or undermine the functioning of the Agency; or
- The Member has failed to attend three (3) or more consecutive regular meetings of the Board without just cause.

Prior to action by the Board to terminate a Member's participation in the Agency, 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 ("Potential to Terminated Member"). The Secretary will provide written notice to the Member, which will have sixty (60) days to take corrective action and provide the Board written notice of corrective action the action taken. If the corrective action is not taken or is deemed insufficient by the Board, the Members Board may then terminate the Member's participation in the Agency ("Terminated Member") at any subsequent special meeting of the Board called for that purpose or at a regular meeting, by a Supermajority Vote.

**13.3. Effect of Withdrawal and Involuntary Removal on Agency.** A Member's withdrawal or involuntary removal shall have no effect on the validity of the Agency or the continuance of this Agreement among the remaining Members. After providing written 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 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. Any Terminated Member shall remain liable for its proportionate share of budgeted costs up to 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 or termination of such Member.

**13.5. Continuing Claims Obligations.** Any Withdrawing Members or Terminated Members will remain obligated fully responsible to contribute their its proportionate share of liabilities or claims incurred by the Agency prior to the effective date of withdrawal or termination (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 or termination, 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

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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 from the Agency this Agreement~~ 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**

<p>Solano Subbasin Groundwater Sustainability Agency c/o Solano County Water Agency 810 Vaca Valley Parkway, Suite <del>201</del>202 Vacaville, CA 95688 Phone: <del>(707) 451-</del>6090</p>	<p>City of Dixon City Manager 600 E. A St. Dixon, CA 95620 Phone: (707) 678-7000</p>
<p>City of Rio Vista City Manager One Main Street Rio Vista, CA 94571 Phone: (707) 374-6451</p>	<p>Dixon Resource Conservation District <del>Mr. John Currey</del>, District Manager 1170 North Lincoln Street, Suite 110 Dixon, CA 95620 Phone: (707) 678-1655</p>
<p>Solano County, Dist. 5 Board of Supervisors Attention: Clerk of the Board 675 Texas Street, Suite 6500 Fairfield, CA 94533 Phone: (707) 784-6100</p>	<p>Solano County, Dist. 4 Board of Supervisors Attention: Clerk of the Board 675 Texas Street, Suite 6500 Fairfield, CA 94533 Phone: (707) 784-6100</p>
<p>Solano Resource Conservation District Board of Directors 1170 N. Lincoln, Ste. 110 Dixon, CA 95620 Phone: (707) 678-1655 (ext. 101)</p>	<p>Solano Farm Bureau Board of Directors 300 Main St, Suite C Vacaville, CA 95688 Phone: (707) 449-8044</p>
<p>Maine Prairie Water District General Manager 6595 Pitt School Rd. Dixon, CA 95620 Phone: (707) 678-5332</p>	<p><del>Solano County Agricultural Advisory Committee Board of Directors 501 Texas Street Fairfield, CA 94533 Phone: (707) 784-1310</del></p>
<p>Reclamation District 2068 Board of Directors 7178 Yolano Rd. Dixon, CA 95620 Phone: (707) 678-5412</p>	<p>California Water Service Attention: 110 East Mayes Street Dixon, CA 95620 Phone: (707) 678-5928</p>