

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, October 8, 2026

TIME: 5:30 P.M.

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

Remote participation is available under AB 2449:

Please review the insert after agenda regarding AB 2449.

Zoom Information

<https://us02web.zoom.us/j/84924994870?pwd=foiv6PZKWGxGyyj1YGOasMk0fnTzqx.1>

Meeting ID: 849 2499 4870 | Passcode: 810810

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

Dial by your location: +1 669 900 6833

1. CALL TO ORDER

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. PUBLIC COMMENT

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

6. CONSENT ITEMS

(A) Minutes: Approval of the Minutes of the Board of Directors' meeting of June 11, 2026.

- (B) Expenditure Approvals: Approval for June 2026 through September 2026, checking account register.
- (C) Quarterly Financial Reports: Approve the Income Statement and Balance Sheet of September 2026.
- (D) Adoption of Two-year (Biennial) Audit Schedule: Approve the adoption of a two-year (biennial) audit schedule for the Solano Subbasin Groundwater Sustainability Agency.

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. **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 8th, 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.

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

Thursday, January 14, 2027, at 5:30 P.M. at the Solano County Water Agency 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: June 11, 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
Supervisor Mitch Mashburn, Solano County District 5
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 Supervisor Mashburn 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 Director Voight and a second by Supervisor Mashburn 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.

**SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY BUDGET
FOR FISCAL YEAR 2026-2027**

Assistant General Manager Alex Rabidoux provided a brief overview of the Solano Subbasin GSA budget. Mr. Rabidoux shared that the upcoming Fiscal Year 2026-2027 reflects a transition with about 75% of the budget supported by the ongoing DWR grant which will end in March 2027, and the remainder of the budget supported by the GSA Proposition 218 charge. For expenses, the proposed budget reflects a transition of some items from consultants to Agency staff. Additionally, the budget reflects effort to put together the 5-year GSP Assessment and new Proposition 218 fee study, which some of the expenses are reimbursed by the grant, others are directly funded by the GSA. For consultant expenses, the proposed budget would reduce expenses from about \$2M in Fiscal Year 2025-2026 to about \$1.3M in Fiscal Year 2026-2027 reflecting the winding down of the DWR grant.

The Board unanimously approved by roll call vote the Solano Subbasin Groundwater Sustainability Agency Budget for Fiscal Year 2026-2027.

BUDGET IMPLEMENTATION ACTIONS

Assistant General Manager Alex Rabidoux provided a brief synopsis of the two Budget Implementation Actions. The first item is pre-approval of payments such as already approved contracts, legal counsel, ACWA-JPIA, and others as listed. The second item is the approval of the Luhdorff & Scalmanini Consulting Engineers (LSCE) contract.

On a motion by Director Bei and a second by Director Voight the Board unanimously approved the following Budget Implementation Actions:

- (A) Pre-Approval of Fiscal Year 2026-2027 Payments
- (B) Consulting Services Contracts

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

Assistant General Manager Alex Rabidoux shared that Amendment 1 to the Joint Powers Agreement (JPA) has been an ongoing agenda item, as it requires unanimous consent of all the JPA member agencies. The Board had several questions for the GSA legal counsel, in how to move the Amendment 1 forward. Rebecca Smith, Legal Counsel, responded that each individual JPA member can have a resolution with the revised amendment go before their board, and piecemeal approval through each of the JPA members. Not all of the JPA members need to be present, but it would require approval from each of the separate JPA boards. The Board provided direction to staff to generate a template and help move this approval process forward.

Mayor Bird also shared continued frustration from the City of Dixon on the Chromium VI requirement by the State. The State of California set a new limit of 10-ppb of which the City of Dixon wells are at around 12-ppb and fully meet Federal Drinking Water Standards and even the original level the State was going to set at 50-ppb. The City has talked to Assemblymember Lori Wilson and staff from Senator Cabaldon’s office, but no one seems to care. Mayor Bird shared that this is an issue that impacts the City of Dixon, Vacaville, and Rio Vista.

TIME AND PLACE OF NEXT MEETING

Thursday, October 8, 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 5:50 pm.

Chris Lee
Secretary to the Solano Subbasin
Groundwater Sustainability Agency

ACTION OF
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

DATE: October 8, 2026

SUBJECT: Expenditure Approvals

RECOMMENDATIONS:

Approve expenditures for the Agency checking account for June 2026 through September 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 June 2026 through September 2026. Additional backup information is available upon request.

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:

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 October 8, 2026, by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Chris Lee,
Secretary to the
Solano Groundwater Sustainability Agency

SOLANO GSA**Check Register****For the Period From May 21, 2026 to Sep 22, 2026**

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
1285	6/25/26	AG INNOVATIONS	1025AC	10,681.15
1286	6/25/26	MARK E. GRISMER PHD PE	1025AC	7,007.51
1287	6/25/26	LUHDORFF & SCALMANINI	1025AC	82,849.08
1288	6/25/26	TREMAINE	1025AC	3,000.00
1289	7/20/26	ACWA/JPIA	1025AC	100.00
1290	7/20/26	AG INNOVATIONS	1025AC	4,707.03
1291	7/20/26	DIXON RESOURCE CONSERVATION DISTRICT	1025AC	9,734.25
1292	7/20/26	LUHDORFF & SCALMANINI	1025AC	63,695.50
1289V	7/22/26	ACWA/JPIA	1025AC	-100.00
1293	7/22/26	ACWA/JPIA	1025AC	105.00
1293V	7/22/26	ACWA/JPIA	1025AC	-105.00
1294	7/22/26	ACWA/JPIA	1025AC	105.00
1295	9/14/26	EARTHSCOPE CONSORTIUM, INC.	1025AC	1,698.87
1296	9/14/26	MARK E. GRISMER PHD PE	1025AC	1,750.00
1297	9/14/26	LUHDORFF & SCALMANINI	1025AC	61,841.50
1298	9/14/26	SOLANO RESOURCE CONSERVATION DISTRICT	1025AC	57,283.96
Total				304,353.85

ACTION OF
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

DATE: October 8, 2026

SUBJECT: Financial Report Approval

RECOMMENDATIONS:

Approve the quarterly Income Statement and Balance Sheet of September 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 September 2026. Additional backup information is available upon request.

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:

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 October 8, 2026, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Chris Lee,
Secretary to the
Solano Groundwater Sustainability Agency

SOLANO GSA
Balance Sheet
September 30, 2026

ASSETS

Current Assets			
1025AC	SGSA Checking - FNB	\$	1,207,592.17
1210SC	ACCOUNTS RECEIVABLE - SP/ADMI		336,992.71
	Total Current Assets		1,544,584.88
Property and Equipment			
	Total Property and Equipment		0.00
Other Assets			
	Total Other Assets		0.00
	Total Assets	\$	<u><u>1,544,584.88</u></u>

LIABILITIES AND CAPITAL

Current Liabilities			
2020SC	ACCOUNTS PAYABLE-SP/ADMIN	\$	170,053.15
	Total Current Liabilities		170,053.15
Long-Term Liabilities			
	Total Long-Term Liabilities		0.00
	Total Liabilities		170,053.15
Capital			
39005	Retained Earnings		1,495,907.39
	Net Income		(121,375.66)
	Total Capital		1,374,531.73
	Total Liabilities & Capital	\$	<u><u>1,544,584.88</u></u>

SOLANO GROUNDWATER SUSTAINABILITY AGENCY
OPERATING BUDGET
FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2026

		Annual Budget	Year to Date	Year To Date Variance	% of Budget
<u>Expenses</u>					
<u>Administrative Expenses</u>					
6040AC	Administrative/Office	1,000		\$ 1,000.00	0.00%
6043AC	General Staff Administration	230,000		230,000.00	0.00%
6090AC	Memberships	3,500		3,500.00	0.00%
6100AC	Property tax Admin Fee(County)	5,000		5,000.00	0.00%
6112AC	Computer Services (SCADA, Monitoring, Website)	25,000		25,000.00	0.00%
6126AC	Legal Costs	10,000		10,000.00	0.00%
6128AC	GSP Updates	100,000		100,000.00	0.00%
6129AC	SGSA Monitoring	100,000	2,383.21	97,616.79	2.38%
6350AC	ACWA/JPIA Insurance	2,000	105.00		5.25%
6990AC	Contingency	23,500		23,500.00	0.00%
Subtotal Administrative Expenditures		500,000.00	2,488.21	495,616.79	0.50%
<u>GSP Implementation</u>					
6137AC	Funding Development Support(Grant Writing)	50,000.00	16,077.75	33,922.25	
6146AC	On-Call SGMA Support	75,000.00		75,000.00	0.00%
6164AC	DWR Comments-GSP 5 Year Assessment	150,000.00			
6614AC	Website Design & Maint	10,000.00			
6991AC	Contingency	50,000.00		50,000.00	0.00%
Subtotal Implementation Expenditures		335,000.00	16,077.75	158,922.25	4.80%
<u>Grant Expenditures</u>					
62101IMP	IMP GRANT ADMINISTRATION	75,000.00	4,287.75	70,712.25	5.72%
62102IMP	IMP GSP MONITORING ENHANCEMENT	120,000.00	6,373.00	113,627.00	5.31%
62103IMP	IMP GSP GRNDWTR USE MGT ACTION	30,000.00	21,170.00	8,830.00	70.57%
62104IMP	IMP INTERCONNECTED SURFACE WAT	90,000.00	7,676.00	82,324.00	8.53%
62105IMP	IMP BASIN WATER USE	50,000.00	1,492.75	48,507.25	2.99%
62106IMP	LOCAL WATER CONSERVATION & MGT	175,000.00	1,336.50	173,663.50	0.76%
62107IMP	GROUNDWATER MGT POLICY POSITIONING	128,000.00	1,427.25	126,572.75	1.12%
62108IMP	RECHARGE STUDY-TARGETED IMPLEMENTATION	115,000.00	11,607.00	103,393.00	10.09%
62109IMP	LOCALIZED GROUNDWATER CONDITIONS EVAL	63,000.00	3,267.00	59,733.00	5.19%
62110IMP	CITY OF VACAVILLE RECYCLED WATER PLANNING	64,000.00	230.00	63,770.00	0.36%
62111IMP	PREPARE GSP ANNUAL REPORT	8,000.00	0.00	8,000.00	0.00%
62112IMP	GSP MODIFICATIONS & 5 YR ASSESSMENT	120,000.00	44,835.15	75,164.85	37.36%
62113IMP	STAKEHLDR ENGAGEMENT & OUTRCH	57,000.00	3,768.30	53,231.70	6.61%
Subtotal Grant Expenditures		1,095,000.00	107,470.70	987,529.30	9.81%
Total Expenses		1,930,000.00	126,036.66	1,642,068.34	6.53%
<u>Revenues</u>					
4403AC	INTEREST - CHECKING	3,800.00	4,661.00	(861.00)	122.66%
4922AC	GSA GSP COST SHARE REVENUES	112,482.00	0.00	112,482.00	0.00%
4924AC	PROP 218 CHARGE	547,291.00	0.00	547,291.00	0.00%
49101IMP	GSGMA IMPLEMENTATION GRANT	1,816,000.00	0.00	1,816,000.00	0.00%
Total Revenues		2,479,573.00	4,661.00	2,474,912.00	0.19%
Net		\$ 549,573.00 (\$ 121,375.66)		\$ 670,948.66	-22.09%

ACTION OF
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

DATE: October 8, 2026

SUBJECT: Adoption of Two-year (Biennial) Audit Schedule

RECOMMENDATIONS:

Approve the adoption of a two-year (biennial) audit schedule for the Solano Subbasin Groundwater Sustainability Agency.

FINANCIAL IMPACT:

A two-year (biennial) audit can provide overall cost-savings over the total cost of two single-year audits.

BACKGROUND:

The Joint Powers Agreement (JPA) creating the Solano Subbasin Groundwater Sustainability Agency became effective June 8, 2017, upon signatures of all parties.

Per Section 6.9 of the JPA, a super majority vote of the Board of Directors is required for certain actions. This includes replacement of the annual special audit required by Government Code § 6505 with an audit covering a two-year period under Section 6.9.11 of the JPA.

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:

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 October 8, 2026, by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Chris Lee,
Secretary to the
Solano Subbasin Groundwater Sustainability Agency

SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY



MEMORANDUM

TO: Board of Directors

FROM: Chris Lee, Secretary to the Board of Directors

DATE: October 1, 2026

SUBJECT: October General Manager/Secretary Report

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

October 1st signifies the beginning of the new 2026-2027 water year. With the start of the new water year, we are seeing El Niño strengthen.

As of October 1, Lake Berryessa is at elevation 428.60 feet, 87% full. From a water supply perspective, we are looking to be in good shape for several years to come. Our State Water Project allocation remains at 60% for the year.

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

El Niño Status

Staff continue to monitor modelling for El Niño. Even with the start of the new water year, there are still a lot of uncertainties. NOAA is estimating over a 90% chance of a very strong event and a 75% chance of a historic one, which could bring heightened risks of heavy rainfall, flooding, landslides, and coastal erosion (which has already occurred).

Warm coastal waters have already shifted some marine species northward, including sea turtles nesting in Southern California for the first time.

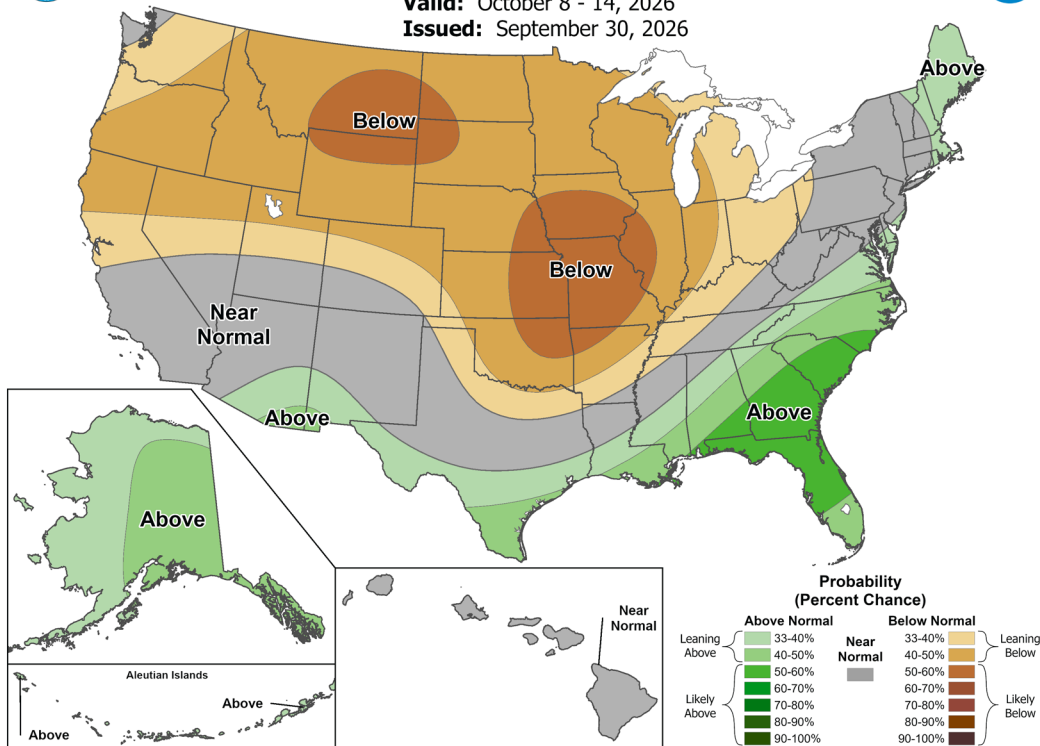
Strong El Niño events historically bring 150-200% of normal rainfall, especially for Southern California. We may see increased atmospheric rivers delivering multi-day storm events. However, warmer storms may reduce the Sierra Nevada snowpack, affecting water supplies. Strong El Niño cycles can still produce heavy high elevation snow. Again, there are a lot of uncertainties for Northern California at this time.



8-14 Day Precipitation Outlook

Valid: October 8 - 14, 2026

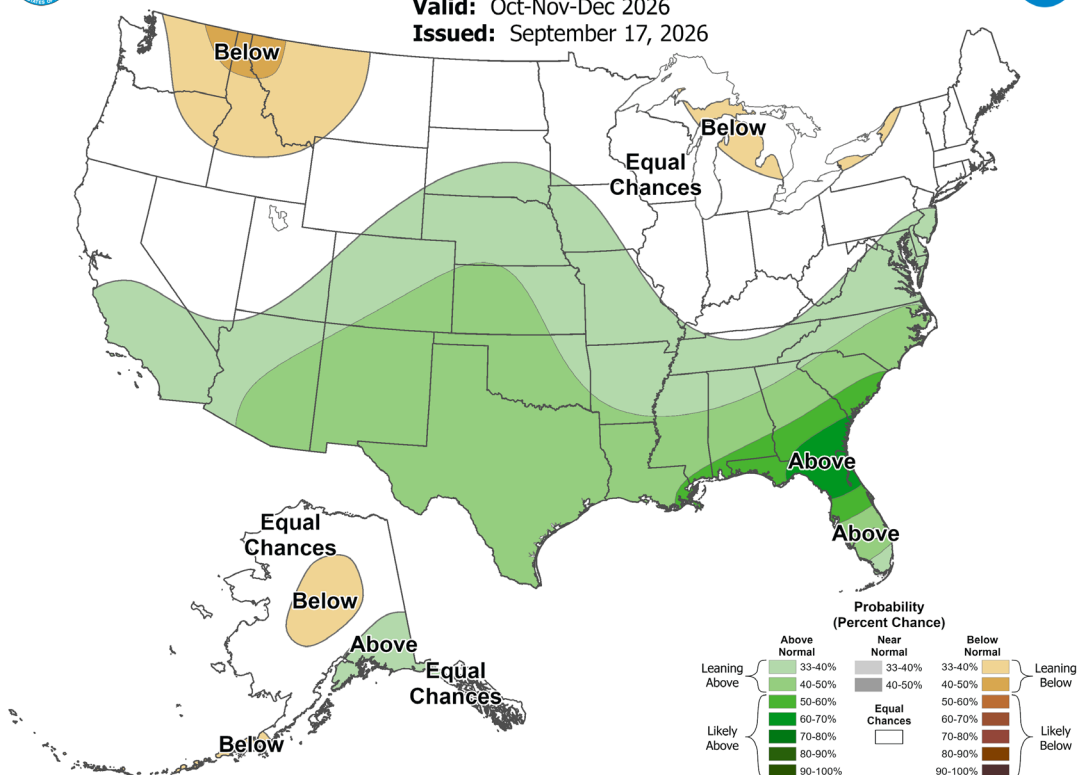
Issued: September 30, 2026



Seasonal Precipitation Outlook

Valid: Oct-Nov-Dec 2026

Issued: September 17, 2026



Bay Delta Plan¹ Update

Final comments on the Final draft Bay-Delta Plan were submitted on September 18. The SWRCB received a total of 96 comment letters, with letters from state legislative members, US Bureau of Reclamation, a wide array of water agencies and irrigation districts, electrical utilities, environmental NGOs and tribal organizations. For Solano agencies, letters were submitted by the Cities of Benicia, Fairfield, Vacaville, Vallejo, by the Suisun-Solano Water Authority, Solano Irrigation District, Reclamation District 2068, Solano County, and the Solano County Water Agency. The State Water Board will have a public hearing and consideration of adoption of the Bay-Delta Plan on October 28-29. After plan adoption and Office of Administrative Law (OAL) approval, the SWRCB will have 1 year to develop the unimpaired flow methodology and 2 years to implement regulations. Simultaneously, the HRL commitments will begin upon plan adoption.

While the Bay-Delta Plan is primarily geared towards surface water supplies, the plan and specifically the regulatory pathway, is likely to have long-term impacts on groundwater supplies. If surface water supplies are significantly reduced in the Sacramento Valley including Solano County, water users are likely to compensate with additional groundwater pumping. For the Solano Subbasin, surface waters from the Delta and Lake Berryessa comprise over 75% of total water use, with the remaining 25% groundwater. Any reductions in Delta or Lake Berryessa surface water supplies will likely lead to increased groundwater pumping and a risk to SGMA compliance.

While the Solano Subbasin GSA did not directly send a comment letter to the SWRCB, the Solano County Water Agency and Solano County sent detailed comment letters that discuss groundwater impacts. A copy of those letters is included in the Board Packet.

GSP Implementation Actions

Over the last four months, member and partner agencies of the Solano Collaborative continue to be 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. 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 Subbasin GSA. The fifth location was 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 September 17 Collaborative meeting, the City of Vacaville gave a presentation on their Groundwater Planning and Recycled Water Update. The Collaborative also discussed the Periodic Evaluation, which is the 5-year evaluation and written assessment of the GSP. 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. Additionally, an

¹ 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.

interbasin coordination meeting occurred between the Napa, Yolo, and Solano GSAs on September 22. The meeting was so successful that a second follow-up meeting is scheduled for November. Finally, for the upcoming Proposition 218 fee update, the draft Fee Study is underway. Staff are working closely with Luhdorff & Scalmanini Consulting Engineers and anticipate having more specific details to share with the GSA Board at the January 2027 meeting.

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

SOLANO COUNTY WATER AGENCY



September 18, 2026

Via Email (SacDeltaComments@waterboards.ca.gov)

State Water Resources Control Board
Division of Water Rights | Attn: Bay-Delta & Hearings Branch
P.O. Box 100
Sacramento, CA 95812-2000

Solano Regional Comment Letter on Final Draft Bay-Delta Plan Update

Dear Chair Esquivel and Members of the Board,

The Solano community respectfully submits these comments on the Final draft Bay-Delta Plan¹ and supporting documentation including the Final Staff Report, Final Scientific Basis Report Supplement, and other supporting documents provided by the State Water Resources Control Board (SWRCB) as part of the August 19, 2026, public review process. The purpose of this letter is to provide the SWRCB comments on behalf of the municipal and agricultural communities in Solano County consistent with our prior comment letters provided to the SWRCB in 2016, 2023, 2024, 2025, 2026 (February), and 2026 (September). Our Solano agencies continue to be strongly committed to the Healthy Rivers & Landscape (HRL) program as part of a wholistic approach for our Solano Project (Putah Creek) and North Bay Aqueduct (Feather River) water supplies with our regional partner agencies in Lake, Napa, Yolo, and Solano Counties. The HRL approach mirrors, on a larger scale, the success that has been observed on Putah Creek for the last 25 years with the recovery and increase in native fish species, while simultaneously balancing municipal and agricultural water supplies.

However, the Solano region continues to have broad-level concerns on several issues, some of the most significant include the Regulatory Pathway of Unimpaired Flow, Cold Water Temperature Requirements, Groundwater Impacts, Finer Resolution to understand Solano's Water Supply Impacts, and others which are discussed further below. In various responses to comments and text of various documents accompanying the August 2026 Draft, the State Board staff has not adequately addressed the various comments we previously provided and/or mischaracterized the impacts of implementation of the Unimpaired Flow approach on our communities. The Solano County Water Agency (SCWA or Water Agency), on behalf of our member agencies, have provided detailed comments on each of the most significant items above. Should you have any further questions, please let me know by e-mail ARabidoux@scwa2.com or by phone (707) 455-1106.

Sincerely,

Alexander A. Rabidoux, PE
Assistant General Manager

¹ SCWA and its member agencies join in and hereby incorporate by reference the separate written comments on the Draft Staff Report submitted to the State Water Board by the State Water Contractors, Sites Project Authority, Solano County, City of Vacaville, City of Vallejo, City of Fairfield, NCFC&WCD, NDWA, ACWA, SID, SSWA, NCWA, CCWD, PCWA, EBMUD, YCFC&WCD and YCWA.



Cold Water Application to Lake Berryessa

Section H1a1.8 (page H1a1-34) provides a detailed discussion of the existing Solano Project facilities including Lake Berryessa, Monticello Dam, Lake Solano, and the Putah Diversion Dam (PDD). However, the section only lightly touches on the existing fish passage barrier at the Los Rios Check Dam (LRCD). Below the PDD, there are 3 important structures that can impede or partially impede fish passage which include Lisbon Weir (in the Toe Drain of the Yolo Bypass), LRCD, and the Road 106A crossing. Two of the three crossings are owned by the California Department of Fish and Wildlife (CDFW), the other by Los Rios Farms. Removal of the check boards at the LRCD is heavily influenced by CDFW Yolo Bypass Wildlife Area (YBWA) operations and historically occurred in late November to early December. The annual fall pulse flow per the Putah Creek Accord is conducted once the check boards of the LRCD are removed. Table 1 below shows the timing of the pulse flows over the last 10 years. Collaborative efforts between CDFW, SCWA, and UC Davis scientists have allowed for earlier removal of the boards, often beginning in late October.

Table 1 – Start of the Fall Pulse Flow on Lower Putah Creek

Year	PDD Release	Arrival at LRCD
2017	11/4/2017	11/6/2017
2018	10/30/2018	11/1/2018
2019	11/19/2019	11/21/2019
2020	11/10/2020	11/12/2020
2021	11/03/2021	11/05/2021
2022	10/22/2022	10/24/2022
2023	10/19/2023	10/21/2023
2024*	11/03/2024	11/05/2024
2025	10/24/2025	10/26/2025
2026**	10/24/2026	10/26/2026

- The Pulse Flow release is shown in the USBR Reservoir Reports for Lake Solano as an increase in Putah Creek releases for 5-6 days during the late October to early December time period.
- During the fall, the travel time from the PDD to the LRCD is 2-days
- 2024 The boards were removed for 2 weeks in mid Oct then reinstalled to meet CDFW YBWA needs.
- 2026 The expected data that has been coordinated with CDFW.

In Section H1a1.8.2 Other Studies, the SWRCB references a Jones & Stokes (1996) study that developed a temperature model for Putah Creek below the PDD, and as part of the study deployed temperature recorders in the creek during the summers of 1993 and 1994, with the average daily water temperature during June-September 1993 (53.6-55.4 °F) and June-September 1994 (55.4-57.2 °F). This time period represents one of the lowest Lake Berryessa storage levels on record, where corresponding water temperature measurements exist at the PDD. During this period, Lake Berryessa storage levels ranged from 570-905 TAF and continued to meet or very closely meet the cold-water targets recommended by the SWRCB.

Additionally, as shown in Table 1 above, fall run Chinook Salmon cannot enter Lower Putah Creek until late October to early November. This is dictated by the CDFW Yolo Bypass Wildlife Area (YBWA) operations. In the Bay-Delta Plan, the SWRCB continuously refers to Fish & Game Code § 5937 to “ensure fish below dams are kept in good condition” yet the SWRCB has not factored in the LRCD and

YBWA operations into Lower Putah Creek. Additionally, in Section H1a1.8.4 Data Evaluation, the SWRCB is inconsistent in looking at all the data sets and setting reasonable cold-water requirements, that balance municipal and agricultural water supply needs. Furthermore, the Jones & Stokes data set appears to be the most robust for the period of lowest storage on Lake Berryessa, closely meeting the cold-water targets at storage levels down to 570-TAF.

In reviewing archive records from SCWA, the Water Agency has water temperature data for Putah Creek at the Putah Diversion Dam for the period of Jul-1992 to Oct-1992, Mar-1993 to Jul-1993, and Apr-1994 to Oct-1994. During this same time period, Lake Berryessa Storage ranged from approximately 540-430 TAF, 900-840 TAF, and 800-550 TAF respectively. The 1992 and 1994 time periods reflect some of the lowest Lake Berryessa storage levels on record. Figures 1-3 show the Putah Creek water temperature at the PDD as well as Lake Berryessa storage levels. In reviewing the 3 data sets, the Water Agency believes the 700 TAF and 1,000 TAF cold water targets proposed by the SWRCB continue to be overly conservative to the detriment of agricultural and municipal water supplies under the regulatory pathway. The original text file documents will be included in the electronic submission.

Lastly, it is important for the SWRCB to recognize that there is no cold water or even flowing water in upper Putah Creek above Lake Berryessa for October in most years. Table 2 below shows the average inflow into Lake Berryessa for the period of 2017-2025. The only exception being the rare October 2021 storm event which dropped over 7-inches of rain at the PDD. Unlike the Sierra watersheds, Putah Creek is an intermittent, low elevation, interior coast range watershed.

Table 2 – Lake Berryessa Inflow for the Month of October

Year	Lake Berryessa Inflow (AF)
2017	0
2018	0
2019	0
2020	0
2021	45,167
2022	0
2023	0
2024	0
2025	0

- Data is available from the monthly USBR Reservoir Reports for Lake Berryessa.

Proposed Solution: Remove cold water requirements for both Putah and Cache Creek, as both watersheds are intermittent low elevation streams in the interior coast range. Alternatively, the SWRCB should update the temperature and storage analysis with data from mid to late October and November, reflecting existing operational conditions on Lower Putah Creek. Where possible, actual PDD temperature data should be used. If Lake Berryessa 70-foot depth temperature data is used, “turn-over” data should be filtered, as this likely does not represent what is happening at the outlet of Monticello Dam. Even during the lowest period of storage (1992), Lake Berryessa had a depth of over 115 feet. Furthermore, based upon the prior USGS data and Jones & Stokes data, as well as the fact that salmon cannot move upstream until mid to late October at the earliest based upon CDFW YBWA operations, a

cold-water protection limit of 500-TAF would make more sense, and provide a more appropriate balance to municipal and agricultural water supplies.

Ground Water – Clarification, Impacts, Cumulative Impacts

The Water Agency appreciates the SWRCB's clarification on groundwater (Responses 221-13 and 1129-3). However, the Common Response 7.12.2 does not adequately explain why there are significant reductions between the 35-75% UIF scenarios for the American River (Figure A1-249), Butte (Figure A1-250), Colusa (Figure A1-251), Consumnes (Figure A1-252), Eastern San Joaquin (Figure A1-253), Suisun (Figure A1-254), Red Bluff (Figure A1-255), Redding (Figure A1-256), Sutter (Figure A1-257), and Yolo-Solano (Figure A1-258) Groundwater Basins. Each of the figures referenced above show a significant decrease in Groundwater Storage, more specifically increasing negative values over the 100-year period shown. Common Response 7.12.2 (page 13) tries to explain away these significant decreases by saying "groundwater inflows from the east (or from the foothills and mountains) may partially or fully offset this estimated storage decline." However, there is no data or modeling output provided in Appendix A1 to validate the SWRCB's conclusion.

Additionally, the SWRCB's response to 1129-3 does not adequately address the fact that the SacWAM simulations assume no change in groundwater pumping for each of the scenarios. Chapter 7.12.2 Groundwater, Table 7.12.2-9 attempts to show SWAP Model Results for Increased Agricultural Groundwater Use Compared with Baseline Conditions for the Sacramento River Watershed, with values ranging from 125-878 TAF (Average water year) and 254-943 TAF (Dry water year). However, the values are not broken down by Groundwater Basin. There are also no values shown for the Bay Area region, which for Solano County would include the Suisun Groundwater Basin. Furthermore, the values as illustrated by the SWAP model appear significantly smaller than what would be expected. For example, in the Solano Subbasin for Water Year 2025 the total water use was 710-TAF, with 520-TAF (73%) provided by surface water from the Sacramento River watershed and 190-TAF (27%) by groundwater pumping (Source: Solano Subbasin, Groundwater Sustainability Annual Report – Water Year 2025). Even small reductions in surface water supplies to the Solano Subbasin would lead to significant increases in groundwater pumping levels, that could reach the SWAP model estimates for the entire Sacramento Valley. Furthermore, neither Chapter 7.12.2, Appendix A1, Appendix H1a2, nor Appendix H1a3 appropriately quantifies the groundwater impacts that would be expected to occur from reductions in surface water supplies associated with the Unimpaired Flow regulatory pathway in Solano County, and specifically to the Solano and Suisun Subbasins.

Proposed Solution: The SWRCB should do a more comprehensive analysis of groundwater impacts, to fully understand the potential impacts to each groundwater basin. The SWRCB should consult with each groundwater basin to determine what type of changes would be expected from reduced surface water supplies.

Water Supply Impacts to Solano County (Municipal and Agricultural)

In our February 2026 comment letter to the SWRCB, the Water Agency noted that it was very challenging to reasonably understand the municipal and agricultural impacts to our member agencies

when (a) Solano County is divided into 3 sections (Sacramento River Watershed, Legal Delta, and the Bay Area), (b) for Water Budget Areas 20 and 25, impacts are grouped with Yolo County, (c) in other scenarios Water Supply impacts are grouped with the five Delta Counties, and (d) in other scenarios western portions of Solano were lumped into the nine county Bay Area. While not discussed in the February 2026 comment letter, it is important to note that even for groundwater impacts, the Yolo and Solano Subbasins have been combined into one aggregated unit. The SWRCB's overall response (1129-13) is "Agencies whose water supplies stretch across boundaries defined in the staff report may need to consider factors in multiple areas to fully understand impacts relevant to their interests." The response from the SWRCB is unsatisfactory, because it does not resolve the fundamental issue that the Solano County region cannot reasonably foresee, estimate, or infer what the municipal and agricultural water supply impacts will be.

Yet the SacWAM model appears to have the capability to show individual results within Solano County. For example, in the SacWAM Model Version 2026.05.29 Documentation, Table 4-2 shows model nodes for North Delta Water Agency, University of California at Davis, Solano Irrigation District (SID), Maine Prairie Water District, and SID (external to WBA domain). Table 4-3 shows model nodes for the Solano urban communities of Rio Vista, Dixon, Vacaville, Fairfield, Suisun, Travis Air Force Base, Vallejo, and California State Prison - Solano. Unfortunately, none of the model results presented in Chapter 7.12, Appendix A1, Appendix H1a2, or Appendix H1a3 provide or summarize the Solano specific agricultural and municipal nodes, that would allow Solano agencies to make reasonably informed decisions on the Bay-Delta Plan.

Proposed Solution: The SWRCB should provide additional appendices that show water supply impacts on a meaningful scale to impacted agencies. This could be done at a county level, wholesale level (i.e. SCWA, EBMUD, Valley Water, Zone 7), Groundwater Subbasin level, or as reasonably requested. For Solano, the nodes of each of our member agencies appear to already exist within the SacWAM model, such that this would be a small and reasonable level of effort by the SWRCB as part of the Substitute Environmental Document (SED) process.

Regulatory Pathway for Putah Creek

In our February 2026 comment letter to the SWRCB, the Water Agency outlined a variety of concerns associated with the regulatory pathway, specifically with unimpaired flows and cold water requirements. One of the foundational arguments was that Putah and Cache Creek were intermittent, low elevation, rainfall driven streams, that historically did not provide year-round cold water habitat or support salmon except during wet years (1129-8, 1129-10). Furthermore, the Water Agency recommended incorporating the Putah Creek adjudication and Condition 12 Settlement Agreement, as it meets the core objectives of a Water Quality Control Plan (1129-11). The Water Agency also proposed Modifications to the Tributary Specific Water Supply Adjustments based on Hec-Ras modeling, updated bathymetry, and spawning and rearing criteria as outlined in the Bay-Delta Plan (1129-14). Lastly, the Water Agency discussed the limited influence that Putah and Cache Creeks would have on the Yolo Bypass and Bay-Delta Hydrodynamics (1129-21, 1129-22).

For one of the comments, the SWRCB provided a reference to Common Response 1.1. For Common Response 1.1, Existing Efforts and Agreements (page 33), the SWRCB lists a variety of agreements

including the Putah Creek Accord and states, “These agreements were often the result of previous litigation, ESA or CESA processes, or other regulatory processes that are focused on a single or few species. The State Water Board is not a party to any of these third-party agreements and is not bound to the terms of these agreements.” For the Putah Creek Accord, the SWRCB’s comments are disingenuous as the Solano Project water rights were updated by the SWRCB to reflect the settlement terms, of what is now referred to as the Putah Creek Accord. Furthermore, one of the principal legal arguments of the Putah Creek litigation was Fish & Game Code § 5937 which is one of the primary legal points the SWRCB makes for updating the Bay-Delta Plan. Furthermore, the Putah Creek Accord was not seeking to protect one or a few species, it was designed to improve overall native fish populations along Lower Putah Creek.

In several of the other comments, the SWRCB referred to Common Response 1.3. In Common Response 1.3 (page 15), the SWRCB references several specific studies along Putah Creek including (Jacinto et al. 2023) and (Baruch et al. 2024) that showed the overall success of the Putah Creek Accord with reductions in non-native fish species. While the SWRCB references the success of the Putah Creek Accord, it does not give any deference to using the existing flow regimes of the Accord as suggested by SCWA. Furthermore as part of Common Response 1.3, Tributary-Specific Analysis (page 24), the SWRCB provides the following response:

“A number of comments requested more information on individual tributaries and requested this information be used to produce tailored flow requirements for each tributary. Some commenters expressed that Chapter 3, *Scientific Knowledge to Inform Fish and Wildlife Flow Recommendations*, did not contain enough specific tributary information on benefits or effects of flow to support the proposed unimpaired flow requirements. The scientific information on the tributaries in the Staff Report is sufficient for the purposes of the Staff Report. The required degree of specificity in an environmental document corresponds to the degree of specificity involved in the underlying activity being analyzed.”

The challenge with Common Response 1.1 and 1.3 is the SWRCB selectively chooses pieces of the Putah Creek Accord and corresponding references but fails to recognize the SWRCB’s own role in updating the Solano Project water rights, the basis and purpose of the Putah Creek litigation, and the importance of tributary specific solutions, such as the Putah Creek Accord. Additionally, in the SWRCB’s response to comments (1129-14), the SWRCB states “Increased flow has additional benefits beyond the creation of habitat, so a flow requirement based solely on metrics of habitat acreage would not fully capture the flow at which benefits are optimized.” This is a circular argument that does not clearly define or illustrate why additional flow is needed. The SWRCB provides a similar undefined response to comment 1129-21, “In contrast, flows from Putah and Cache Creeks generally do not result in Yolo Bypass inundation, except during rare, exceptionally high flow events in Cache Creek. Although we do not identify a set threshold for Putah Creek from the literature analyzed in the Staff Report, any increase in inundation can be beneficial.” Similar to above, this is a circular argument to just release more water, but with no studies or justification that balances the corresponding loss of municipal and agricultural water supplies.

Potential Solution: As has been suggested several times, the Putah and Cache Creek watersheds should be removed from the unimpaired flow and cold water requirements, based on the foundation principal of both creeks being intermittent, low elevation, interior coast range watersheds.

Impact to Population and Housing

In Chapter 7.16 Population and Housing, the SWRCB indicates that there are no impacts associated with the Project. Furthermore, in Section 7.16.3 Impact Analysis, the SWRCB indicates “Reduced municipal supply would not result in the substantial inducement, directly or indirectly, of population growth.”

However, in California there are several good examples of communities with limited water supplies which have impacted population growth. Examples include the communities of Bolinas, Yountville, San Simeon, Pacific Grove, Seaside, Morrow Bay, and others that have had building moratoriums and/or severe limitations restricting population growth. While the Bay-Delta Plan does not specifically look at individual cities and communities, this is likely to be a significant impact and should not be so readily dismissed by the SWRCB.

Potential Solution: The SWRCB should look at population trends and impacts to communities that have faced significant water supply impacts. A corresponding analysis should be done on any communities that could be significantly impacted by the Bay-Delta Plan.

Voluntary Agreements – Addition of New Parties

In our February 2026 comment letter, we indicated that the pathway for new parties to join the Voluntary Agreements seemed unclear (1129-17). The SWRCB provided a reference to Common Response 1.3. In Common Response 1.3, New HRL Proposals and Water Rights (page 39), the SWRCB provided no additional clarity, and furthermore new HRL parties would need to fit within the unimpaired flow range and regulatory pathway. This is counterproductive to the purpose of the HRL pathway, to provide a more balanced and holistic approach.

“After Plan adoption, water right holders may propose local cooperative solutions to provide complementary ecosystem protection measures such as habitat restoration, passage, improvements in cold water management structures, or other measures to provide comparable reasonable protection for fish and wildlife at lower water supply costs. Local cooperative solutions, however, would need to fit within the unimpaired flow range and comply with the regulatory pathway provisions. The full list of requirements for Local Cooperative Solutions is described above and in Section 4.4.2.4 of the revised proposed Plan amendments. If water right holders are interested in proposing voluntary measures that would not fit within the requirements for a local cooperative solution, they could propose HRL commitments for inclusion in the HRL pathway after Plan adoption.”

Potential Solution: A clear pathway should be developed to allow for the onboarding of new HRL participants.

Mitigation Measures

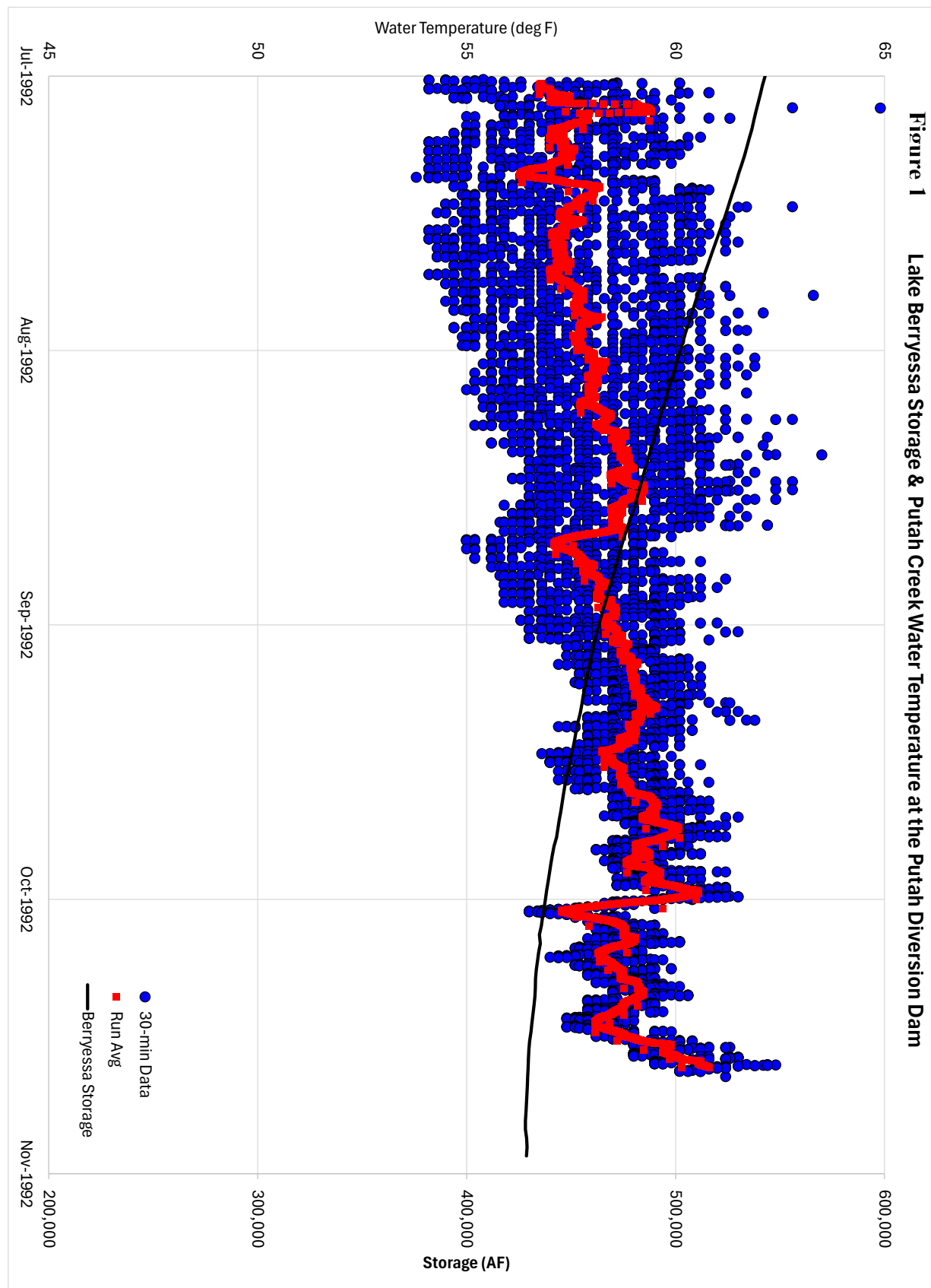
In Appendix H3, several of the Mitigation Measures applied to a multitude of impacts. The most relevant mitigation measures to Solano County are shown below. Many of the Mitigation Measures are

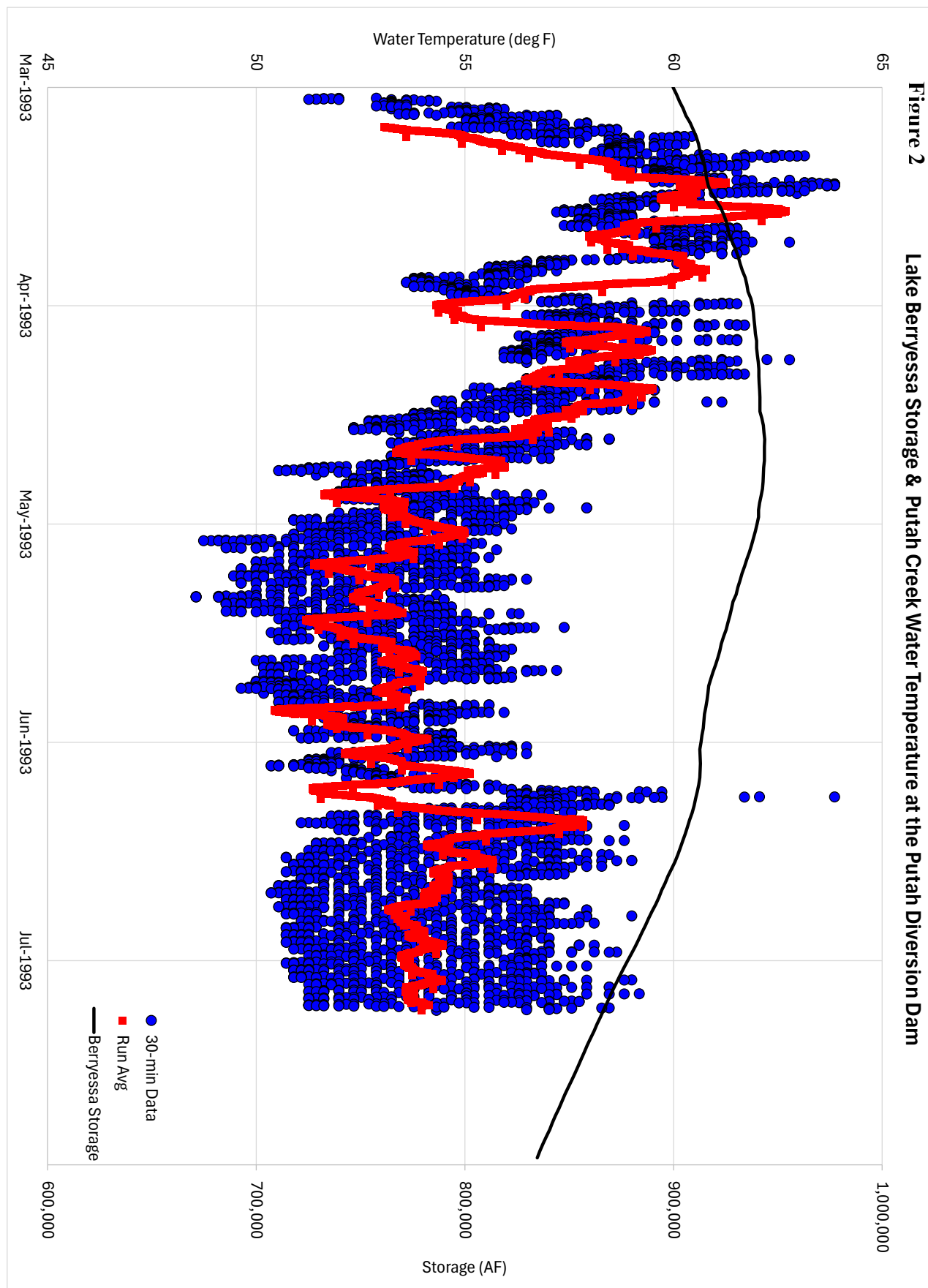
already being done in Solano County, while others have been studied but are not economically feasible. Below is a summary of the most relevant Mitigation Measures to Solano County.

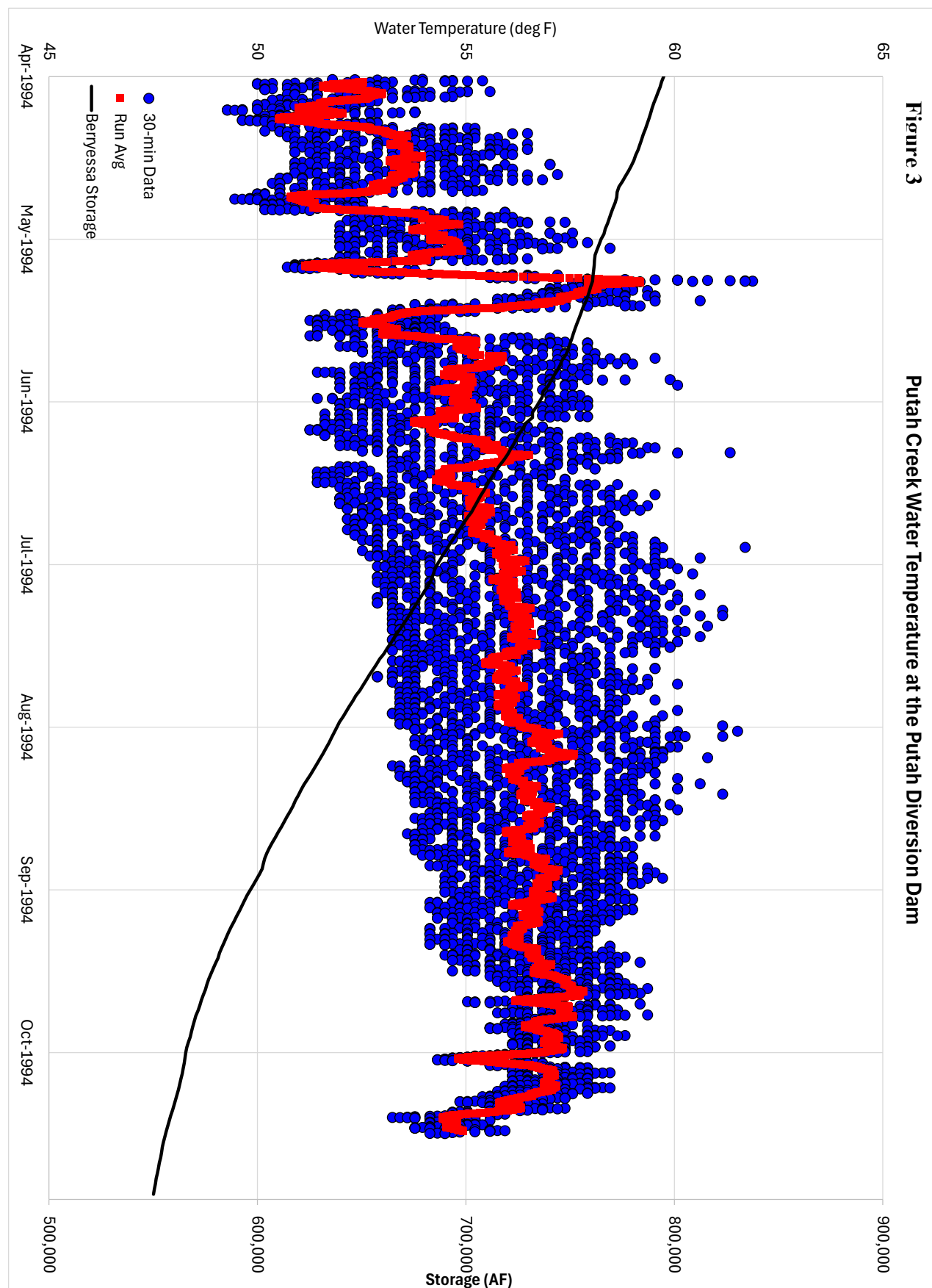
- **Diversify Water Portfolios:** Many of the municipalities in Solano County already have a diverse water portfolio, ranging from 2-4 different water supplies. For example, the City of Vacaville can access groundwater, State Water Project – Table A, State Water Project – Settlement, and Solano Project water. Vacaville, Fairfield, Benicia, and Vallejo all have a diverse water portfolio. Smaller municipalities such as Rio Vista, Dixon, and Suisun City do not have the financial resources to access other water supplies or have not reached a population size to justify the costs of surface water treatment.
- **Groundwater Storage & Recovery:** In Solano County only the northeast portion of the county along the Putah Creek alluvial fan could support some level of groundwater storage and recovery. Unfortunately, there is no infrastructure to convey Delta water to this portion of the County. The North Bay Aqueduct Alternate Intake Project (NBA AIP) is a potential project that would place a new intake on the Sacramento River and corresponding pipeline to significantly improve municipal water quality for Napa and Solano County while also reducing ESA impacts in the Cache Slough Complex. The alignment could be created to be near the Putah Creek Alluvial Fan. Unfortunately, the project has an anticipated cost of over \$700 million which is currently not economically feasible for Napa and Solano Counties.
- **Water Recycling:** Water from the City of Vacaville’s Easterly Treatment Plant is already fully utilized during the irrigation season by downstream agricultural users. In the future, Vacaville may have additional customers for this water as well. Wastewater from Vallejo, Benicia, and Fairfield-Suisun is not currently economically feasible for use within each city or for agricultural purposes in eastern Solano County.
- **Water Conservation:** SCWA operates a robust regional water conservation program throughout Solano County including a turf rebate program, high efficiency washer rebate program, high efficiency toilet rebate program, and irrigated controller rebate program. Additionally, SCWA partners with local vendors for school auditorium programs as well as with the Solano Resource Conservation District on education programs on water conservation in Solano County schools.
- **Increase Water Use Efficiency:** Agricultural agencies such as the Solano Irrigation District already have a combination of concrete lined canals and pipelines to move water to their customers. Other agencies such as Reclamation District 2068 and Maine Prairie Water District operate tailwater recovery dams and pumps, such that water is often used 2-3 times, with very little tailwater leaving each District.
- **Reduce Impacts on Groundwater:** The Solano Subbasin is a medium priority basin, fully compliant with SGMA. The regulatory pathway of the Bay-Delta Plan would place significant stress on the groundwater basin.
- **Promote the Use of Renewable Energy:** Many of the Solano agencies already have solar arrays installed at their water, wastewater, and other public facilities. New installations are more economically challenging and often not feasible due to changes in NEM 3 regulations.
- **Implement SGMA:** As discussed above, the Solano Subbasin is fully compliant with SGMA. However, the regulatory pathway of the Bay-Delta Plan would place significant stress on the groundwater basin.
- **SGMA Oversight:** Several local GSAs already exist and are in close coordination, to ensure long term reliability of the Solano Subbasin.

Covered Water Rights for the Putah Creek HRL

Consistent with the Water Agency's Putah Creek Water Management program as well as in coordination with the Northern California Water Association (NCWA) concurrent comment letter, the Putah Creek HRL should be protective of all of the water rights listed in the Putah Creek watershed. The prior list of covered water rights did not include water rights within the Interdam Reach or Lower Reach of Putah Creek (from Monticello Dam downstream to the Yolo Bypass). After the Putah Creek Accord, the Water Agency has established a history of working extensively with public and private entities in Lake, Napa, Yolo, and Solano Counties and will want to continue that effort as part of the Putah Creek HRL.







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September 18, 2026

State Water Resources Control Board (SacDeltaComments@waterboards.ca.gov)
Bay-Delta Program
Division of Water Rights
P.O. Box 2000
Sacramento, CA 95812-2000

RE: Comment Letter – Final Draft Bay-Delta Plan, County of Solano

Dear Chair Esquivel and Members of the State Water Resources Control Board,

On behalf of the County of Solano, we appreciate the opportunity to comment on the August 2026 Final Draft Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Watershed (Final Draft). We recognize the importance of the State Water Board's (Board's) work to protect the Bay-Delta ecosystem and appreciate the progress made in refining the Plan. Our comments are intended to highlight opportunities to strengthen implementation, particularly in ways that maintain ecological benefits while supporting the long-term sustainability of water supplies, agriculture, and local communities. The County incorporates and reaffirms its February 2, 2026 comments to the extent those concerns remain applicable and unresolved. Consistent with the scope of the current comment period, the comments below focus primarily on new or materially revised provisions in the August 2026 Final Draft.

Solano County strongly supports the Voluntary Agreement (VA) pathway and implementation of the Healthy Rivers and Landscapes (HRL) Program and appreciates its continued inclusion in the Final Draft. The County believes HRL provides an opportunity to improve conditions for fish and wildlife while maintaining reliable water supplies for communities, agriculture, and other beneficial uses. Effective implementation will require continued cooperation among the State Water Board, water users, local agencies, Tribal governments, agricultural interests, and environmental organizations. The County looks forward to continuing to work collaboratively with the State Water Board and County partners to achieve a win-win outcome for the VA pathway.

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Lake Berryessa, a rain-fed reservoir developed as part of the Solano Project, was constructed to provide Solano County with a reliable surface water supply in response to declining groundwater levels that threatened the viability of local farming and communities. The Solano Project remains the backbone of Solano County's agricultural and municipal water systems. Agriculture in the County generates over \$800 million annually and supports thousands of jobs, while the Solano Project provides a primary source of high-quality water for both agricultural and urban users. For this reason, the County is deeply concerned about the reliability of water supplies from Lake Berryessa, which is vital to ensuring the long-term prosperity and resilience of both agricultural and urban communities. Under the proposed 55% unimpaired flow regulatory approach with water supply adjustments (WSAs), which is the default backstop if the HRL approach expires and is not renewed or terminated, projected impacts on Lake Berryessa's water supply are notably improved compared to prior scenarios without WSAs. However, concerns persist over significant uncertainties and risks regarding water supply adequacy/availability, operational performance, groundwater sustainability, and long-term reliability.

The development of the Final Draft is occurring under unprecedented uncertainties. The State and local agencies must plan for rapidly changing climate and hydrologic conditions while also considering the potential cumulative effects of major water-supply infrastructure projects, including the Delta Conveyance Project and Sites Reservoir, and declining ecological health. Solano County recognizes the State Water Board's significant effort to address these challenges. However, several previously identified concerns remain unresolved, and the Final Draft includes new or materially revised provisions that warrant additional clarification before adoption.

Significant Gap in Quantifying Ecological Outcomes

The Final Staff Report and *Common Response 1.3* establish a framework for monitoring ecological outcomes and evaluating whether the HRL program should continue, be modified, or be terminated. The County supports this concept and believes that an outcome-based approach is essential to the credibility and long-term success of the VA pathway.

However, an important limitation remains. The current documents do not yet establish sufficiently clear, predetermined, quantitative, and outcome-based performance thresholds that would allow these decisions to be made objectively. The State Water Board acknowledges that HRL participants are still developing the final HRL Science Plan and that the operable components, including the hypotheses, metrics, targets, and monitoring, will be submitted for approval after the Bay-Delta Plan adoption.

Consequently, while the Final Draft establishes a process for monitoring ecological outcomes and making future decisions regarding the HRL Program, it does not yet identify with sufficient specificity what level of ecological improvement will constitute successful implementation or what specific ecological outcomes would demonstrate that the pathway is not achieving its intended objectives, requiring modification or termination. This is important because the State Water Board's decision framework ultimately depends upon whether the VA pathway is "substantially achieving" the HRL metrics and targets as intended.

This concern is particularly relevant to Putah Creek. The County supports evaluating ecological outcomes based on measurable, watershed-specific results rather than flow percentages alone. The Putah Creek Accord provides an established, locally developed framework that combines flow management, habitat improvements, monitoring, and adaptive management. The County believes the Bay-Delta Plan should recognize and build upon demonstrated watershed-specific approaches when evaluating ecological outcomes for Putah Creek.

Therefore, Solano County recommends that the HRL Science Plan, including clear and measurable ecological metrics, performance targets, and decision thresholds, be incorporated into the Bay-Delta Plan. This would provide greater certainty and transparency regarding how the success of the HRL pathway will be evaluated and when modifications or termination may be warranted.

The HRL Science Plan should retain an adaptive management approach that allows these measures to be periodically reviewed and updated based on new science, monitoring results, climate conditions, and other changed circumstances. This adaptive approach is also consistent with the current HRL Program. (*Common Response 1.3*)

Potential Groundwater Overdraft and Water-Supply Reliability Remains Inadequately Addressed

Groundwater is a critical component of Solano County's water supply system and is a lifeline for many communities, agricultural operations, and residents. The sustainability of groundwater resources, particularly in the Solano Subbasin, is closely interconnected with the reliability of surface water supply of the Solano Project (Lake Berryessa). The reliability of Solano Project surface water has implications that extend beyond the availability of surface water itself; it is directly related to the long-term sustainability and management of local groundwater resources.

The Final Staff Report recognizes that increased groundwater pumping could occur in response to reduced surface water supplies in the regulatory pathway and that it is difficult to determine how much groundwater would be available or what pumping capacity would exist to replace those supplies. However, the Final Staff Report responded to our previous comment on this same issue by emphasizing that local agencies had long been notified that the Bay-Delta Plan could increase instream flows and reduce surface water availability, and that this notice should have informed GSAs in the GSP development process for adaptive management. (*Common Response 7.12.2*)

Solano County acknowledges that the potential for changes in surface water availability has been known for many years. The County respectfully disagrees that the length of the Bay-Delta planning process, by itself, provided local agencies adequate opportunity to plan for these impacts. Effective adaptation requires more than early notice. It requires enough detail about the scale, timing, duration, frequency, location, and operational impacts of a change for agencies and communities to plan, permit, design, and fund appropriate responses. This

distinction is particularly important because the Final Staff Report expresses that it cannot guarantee that mitigation measures will always be adopted or applied in a manner that fully mitigates the groundwater impacts. (*Common Response 7.12.2*)

Under the default regulatory pathway, Solano County faces a difficult situation in which it must simultaneously:

1. respond to reductions in surface-water supplies associated with implementation of the Bay-Delta Plan; and
2. comply with SGMA requirements that may limit their ability to increase groundwater pumping to compensate for those reductions.

For these reasons, Solano County requests that the State Water Board apply the same fundamental adaptive management principle to implementation of the regulatory pathway that it expects local agencies to apply under SGMA. It is unreasonable and inequitable to expect Solano County GSAs to bear all negative consequences from the interlinking and conflicting regulations. This could place local GSAs in the difficult position of responding to State-imposed reductions in surface-water availability while simultaneously being constrained by SGMA from increasing groundwater pumping to replace those supplies. Furthermore, the magnitude of the modeled surface-water reductions under the regulatory pathway represents conditions that Solano county's water agencies have not previously experienced or had to accommodate in their long-term planning.

Solano County recommends that implementation include a clearly defined mechanism for evaluating actual conditions as the Bay Delta Plan is implemented. If actual surface water supply reductions, groundwater responses, recharge conditions, water-quality conditions, or other impacts differ from the assumptions underlying the Staff Report and Bay-Delta Plan, the State Water Board should have an explicit mechanism to adjust implementation accordingly. The mechanism should identify appropriate monitoring triggers, the process and timing for review, and the implementation adjustments that may be considered when actual conditions materially differ from those assumed in the Final Draft Staff Report.

Where monitoring demonstrates that implementation is resulting in significant or unanticipated groundwater depletion, water supply reliability impacts, water quality impacts, or other adverse consequences, the State Water Board should be prepared to modify the implementation schedule, timing, magnitude, operational requirements, or other aspects of the regulatory pathway as appropriate. This is not a proposal to avoid environmental objectives. Rather, it is to ensure that implementation of those objectives remains responsive to actual conditions and does not rely indefinitely on assumptions that may prove inaccurate as climate, hydrology, water supply infrastructure, and groundwater conditions evolve.

Financial and Technical Assistance Is Needed

Finally, the State Water Board should recognize that mitigation of reductions in surface-water supplies may require financial resources that exceed the capacity of local GSAs, water agencies, landowners, and residents.

The Final Staff Report notes that groundwater impacts, including infrastructure damage and subsidence, can impose significant financial burdens on water users and communities, citing the Tule Subbasin as one example and identifies State-assisted funding as part of the response. (*Section 6.6.2.5*). Accordingly, the State Water Board should prioritize financial and technical assistance for affected communities and coordinate with other State agencies to support projects and management actions needed to sustain groundwater resources and address lost surface-water supplies. Local agencies and communities should not bear the full financial burden of adapting to impacts resulting from State-established flow requirements.

Deficiencies in the Proposed Local Cooperative Solutions Framework

Solano County supports local cooperative solutions under Section 4.4.2.4 but is concerned that the August 2026 Final Draft reduces the flexibility provided in the December 2025 Draft. In particular, the new 55% and 45% unimpaired-flow thresholds and requirement that modifications to a WSA provide no less water than the default WSA flow level could limit watershed-specific approaches that achieve comparable or greater ecological benefits with fewer water-supply impacts.

The County also requests clarification regarding how new or modified water-supply, storage, recharge, habitat, and other multi-benefit projects may be incorporated into or credited as part of a local cooperative solution.

The Final Staff Report correctly acknowledges the value of tailored, locally informed solutions. For Putah Creek, the Putah Creek Accord provides an established, scientifically informed framework for managing flows and ecological conditions. The County believes the Accord, together with ongoing habitat restoration, monitoring, and adaptive management, should serve as an important foundation for developing a local cooperative solution for Putah Creek and Lake Berryessa. **Solano County requests that the local cooperative solutions framework preserve meaningful watershed-specific flexibility, including allowing Putah Creek/Lake Berryessa proposals to demonstrate comparable or greater ecological outcomes through a combination of flow timing, habitat restoration, cold-water management, and other measures even where release volumes fall below default levels.** This approach better fulfills the purpose of local cooperative solutions and encourages innovative strategies that protect fish and wildlife while maintaining critical water supplies.

Concerns Regarding the New Base Flow Balancing Provision for CVP and SWP Operations

Lastly, Solano County is concerned that the new Base Flow Balancing Provision in *Section 4.4.9.1* of the August 2026 Final Draft Bay-Delta Plan could impose broad, open-ended obligations on HRL participants for future CVP/SWP operational changes they do not control. This represents a major shift in the HRL Program, even though participants have already committed and agreed to its terms for the next eight years.

The new provision requires HRL participants to submit an interim plan with a “commensurate increase” in flows whenever CVP/SWP changes cause a “substantial reduction” in Delta outflow.

Solano County requests that the Base Flow Balancing Provision clearly define what constitutes a “substantial reduction” in Delta outflow and how a “commensurate increase” in HRL flows would be calculated. The Plan should also ensure that HRL participants are not required to compensate for reductions resulting from CVP/SWP operational decisions, regulatory changes, or other actions outside their control without consultation and agreement by the affected HRL participants. The Plan should also clarify which HRL participant or participants would be responsible for responding to a Base Flow Balancing requirement and how responsibility would be allocated among participants.

Conclusion

Solano County remains strongly committed to successful implementation of the HRL/VA pathway and appreciates the State Water Board’s continued work on the Bay-Delta Plan. The August 2026 Final Draft reflects meaningful progress; however, the County requests further refinement in give areas: incorporation of clear and measurable HRL performance criteria; adaptive implementation to address groundwater and water-supply impacts; financial and technical assistance for affected local agencies and communities; meaningful flexibility for local cooperative solutions; and clarification of the new Base Flow Balancing Provision.

Solano County and its local HRL participants remain committed to working collaboratively with the State Water Board and regional partners to advance a durable approach that improves ecological conditions while maintaining reliable water supplies for Solano County’s communities and agriculture.

Thank you for the opportunity to provide these comments.

Sincerely,



James Bezek, AIA

Director of the Department of Resource Management
Solano County

CC: Ian Goldberg, Chief Administrative Officer, Solano County
Debbie Vaughn, Assistant County Administrator, Solano County
Alex Tengolics, Assistant County Administrator, Solano County
Misty Kaltreider, Assistant Director – Resource Management Dept., Solano County
Austin Miller, Water & Natural Resources Program Manager, Solano County

ACTION OF
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

DATE: October 8, 2026

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

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 8th, 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

☐ Approved as recommended	☐ Other (see below)	☐ Continued on next page
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Modification to Recommendation and/or other actions:

I, Chris Lee, Secretary to the Solano Subbasin Groundwater Sustainability Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on October 8, 2026, by the following vote.

Ayes:

Noes:

Abstain:

Absent:

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 1, 2015)~~**(June 2015)**

This JOINT POWERS AGREEMENT CREATING THE SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY is entered into this 8th 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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2.1.34.35 “Undesirable Result” shall have the definition set forth in the Act.

2.1.35.36 “Withdrawing Member” is defined in Section 13.2.

2.1.36.37 “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.

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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 overlap 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 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 a Supermajority 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.

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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 ~~W~~withdrawing ~~or Terminated~~ Member.

13.7 **Continuing Obligation to Comply with the Act.** Each Withdrawing Member ~~and Terminated Member~~ agrees that it has a continuing obligation to comply with the Act and shall, ~~if prior to June 1, 2017, or prior to the Agency becoming an exclusive GSA, notify DWR that it shall act as its own GSA or join an alternate GSA that has entered into or will enter into a Coordination Agreement or~~

~~Memorandum of Understanding with the Agency. If after June 1, 2017, the Withdrawing Member shall remain subject to the terms of the GSP that is prepared by the Agency so as to not put the Management Area in jeopardy, unless a mutually agreed upon resolution is reached between the Agency and the Withdrawing or Terminated Member. This Section 13.7 shall survive the Withdrawing Member's withdrawal from this Agreement, and a Terminated Members termination from this agreement, is for the express benefit of the remaining Members, and is subject to the indemnification provisions of Article 14.~~

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

13.8 Use of Data. A Withdrawing or Terminated Member shall be entitled to use any data or other information developed by the Agency during its time as a Member. Further, should a Member withdraw ~~from or be terminated by 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.

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 Date: _____

EXHIBIT A
MAP SHOWING BOUNDARIES OF THE AGENCY

**EXHIBIT B
ADDRESSES FOR NOTICE**

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