

**JOINT POWERS AGREEMENT
CREATING THE SOLANO SUBBASIN
GROUNDWATER SUSTAINABILITY AGENCY**

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

ARTICLE 1: RECITALS.

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

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

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

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

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

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

ARTICLE 2: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3: PURPOSES AND PRINCIPLES

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

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

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

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

3.2.2 Protection of groundwater resources in the Solano Subbasin;

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

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

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

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

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

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

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

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

3.3.3 Collaboration. The Members agree that the approach under this Agreement is explicitly collaborative. The Members believe and agree that the best results for the GSA will be achieved through engagement with all stakeholders in the Solano Subbasin in an effective process that finds solutions that respect the various interests within the community.

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

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

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

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

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

3.3.9 Sharing of Costs.

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

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

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

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

3.3.12 Undesirable Results. The Act requires that Groundwater basins be managed to avoid Undesirable Results. The Members understand and agree that it may be necessary for the Agency to restrict Groundwater extraction in certain subareas of the Management Area to remedy proven or prevent

continued Undesirable Results. Any such restrictions shall be imposed with the recognition that the corrective action must be effective enough to remediate the Undesirable Result. The Members further agree that Special Management Areas that can show that Groundwater is being sustainably managed shall not be subject to Groundwater extraction restrictions or water use limitations.

3.3.13 Credit for Recharge of the Subbasin.

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

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

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

ARTICLE 4: FORMATION AND POWERS

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

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

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

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

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

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

4.5 Restrictions on Exercise of Powers.

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

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

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

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

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

ARTICLE 5: MEMBERS

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

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

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

ARTICLE 6: GOVERNANCE.

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

6.1.1 Municipal Representatives.

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

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

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

6.1.3 Unincorporated Areas.

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

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

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

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

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

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

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

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

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

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

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

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

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

6.9.3 Admission of additional Members;

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

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

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

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

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

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

6.9.10 Acquisition by grant, purchase, lease, gift, devise, contract, construction, or otherwise, and to hold, use, enjoy, sell, let, and dispose of, real and personal property of every kind, including lands, water rights, structures, buildings, rights-of-way, easements, and privileges, and to

construct, maintain, alter, and operate any and all works or improvements, within or outside the Agency, necessary or proper to carry out any of the purposes of the Agency;

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

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

6.9.13 Approval of Project Agreements pursuant to Article 10.

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

ARTICLE 7: OFFICERS AND EMPLOYEES

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

7.1.1 The Chair shall preside at all Board Meetings.

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

7.1.3 The Secretary:

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

7.1.3.2 Shall have other powers as designated by the Board.

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

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

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

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

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

ARTICLE 8: ADVISORY COMMITTEES

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

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

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

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

8.2.1.2 Advising the Board regarding various action items;

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

8.2.1.4 Providing technical support and coordination for Special Management Areas;

8.2.1.5 Providing general financial oversight; and

8.2.1.6 Assisting with GSP development and implementation.

ARTICLE 9: SPECIAL MANAGEMENT AREAS

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

9.2 **Special Management Area Committees.** The Board shall create one SMA Committee for each SMA. Each Member whose service area boundaries overlie or overlap with the boundaries of an SMA shall appoint one (1) representative to the SMA Committee corresponding to that SMA. The SMAs shall be subject to the authority of the Board. However, the Board may allow Members, property owners, and interested parties located within an SMA the opportunity to identify and resolve localized

Undesirable Results within the SMA, or groups of SMAs affected by the same issue, using voluntary actions, as long as the requirements of the GSP for the Management Area are followed, and timelines of the Act are met. SMAs or groups of SMAs working on various issues will be informally managed by the members of the Board whose geographic boundaries overlay the SMA. In the event that issues are not resolved in a manner acceptable to the Board, or the issues expand to involve other Members or larger geographic areas, the Board may intercede to obtain resolution.

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

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

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

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

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

ARTICLE 10: SPECIFIC PROJECTS.

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

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

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

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

ARTICLE 11: FISCAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

11.5 Continued Funding.

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

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

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

11.7 **Initial Staffing Contributions.** The Agency initially intends to pursue the goals and objectives identified in this Agreement by utilizing the staff of SCWA and Members to pursue those operations, investigations, and programs that can be most cost-effectively handled by maximizing Member staff and resources. The Secretary and the Board shall confer regarding the respective initial staffing contributions of SCWA and Members that will be utilized during the time period covered by the initial operating budget. Thereafter, all SCWA and Member staff contributions to conducting the activities of the Agency shall be recommended by the Secretary for approval by the Board at the time for adopting the Budget. In the event staffing contributions of the Members recommended by the Secretary are not allocated equally amongst the Members, the Board may adjust the monetary contributions of the Members as specified in this Article.

ARTICLE 12: DISPUTE RESOLUTION.

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

ARTICLE 13: TERM AND WITHDRAWAL

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

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

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

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

13.3. **Effect of Withdrawal.** A Member’s withdrawal shall have no effect on the validity of the Agency or the continuance of this Agreement among the remaining Members. After providing written 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. If the remaining Members elect to incur extraordinary costs in accordance with Section 11.6, the Withdrawing Member shall be proportionately liable during the Withdrawal Notice Period for the obligations or debts approved and incurred by the Agency for those extraordinary costs. Any Withdrawing Member shall remain proportionately liable for any unfunded capital expenditures incurred or approved prior to the date of written notice of withdrawal of such Member.

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

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

13.7 **Continuing Obligation to Comply with the Act.** Each Withdrawing 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 Member. This Section 13.7 shall survive the Withdrawing Member's withdrawal 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 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 Member's boundaries being in a GSA, as designated by the Withdrawing 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 Member and so notify the California Department of Water Resources. In the event of any Member's withdrawal, Solano County will retain all its rights and powers under SGMA.

13.8 **Use of Data.** A Withdrawing 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 the Agency after completion of a GSP, the Withdrawing Member shall be entitled to utilize the GSP for future implementation of SGMA within its boundaries.

ARTICLE 14: INDEMNIFICATION/CONTRIBUTION.

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

14.2. Indemnification.

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

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

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

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

ARTICLE 15: MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

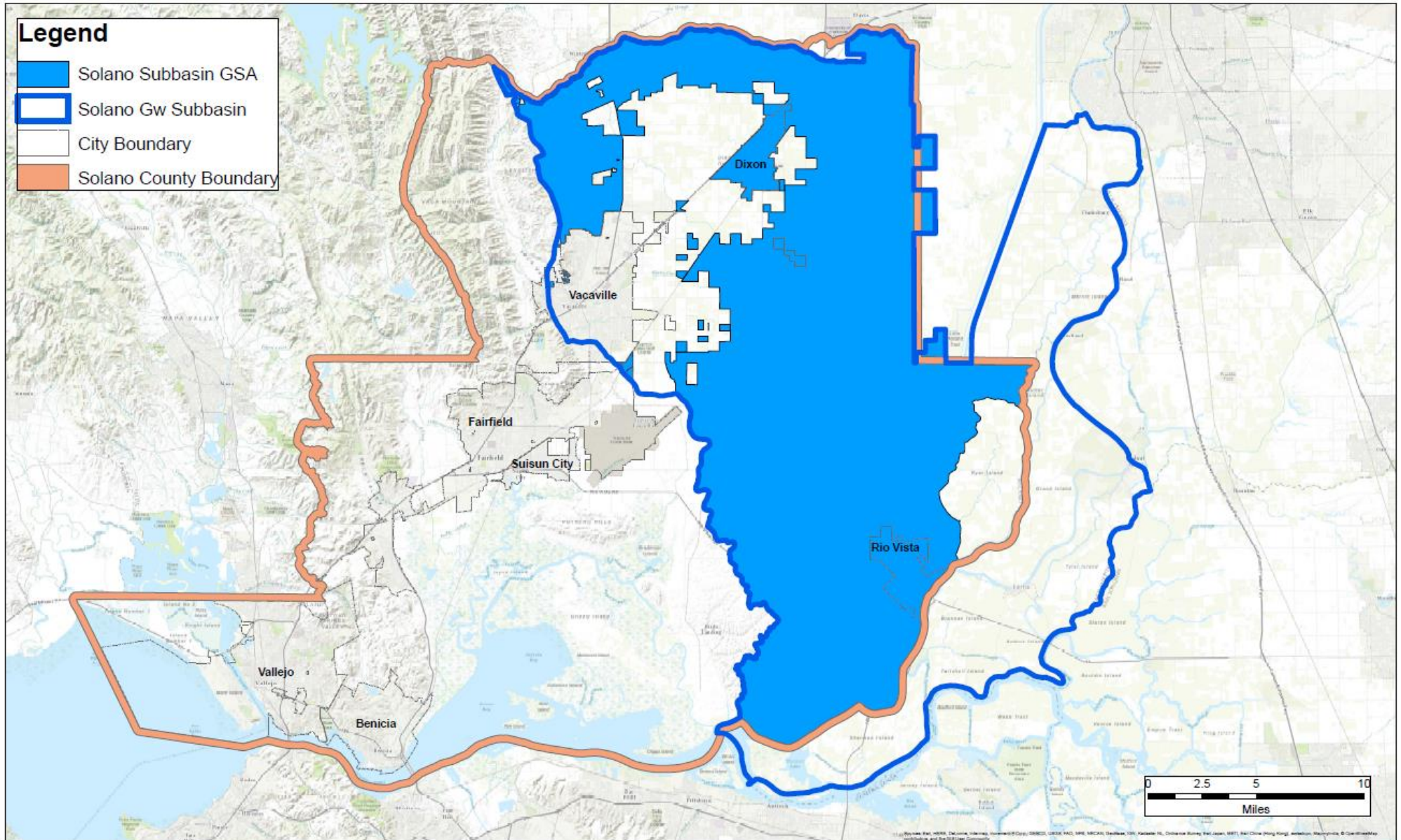
15.10 **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

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

_____	Date: _____
City of Dixon	
_____	Date: _____
Dixon Resource Conservation District	
_____	Date: _____
Maine Prairie Water District	
_____	Date: _____
Reclamation District Number 2068	
_____	Date: _____
City of Rio Vista	
_____	Date: _____
Solano County Board of Supervisors	
_____	Date: _____
Solano Resource Conservation District	

EXHIBIT A MAP SHOWING BOUNDARIES OF THE AGENCY



Solano Subbasin GSA

Solano County GIS Services
Department of Information Technology
675 Texas Street, Suite 3700
Fairfield, CA 94533
Phone: 707-764-4340
Email: GISStaff@solanacounty.com
P&J 1608, 5/10/2017

Disclaimer:
This map was made using Solano County GIS files with varying degrees of scale, accuracy, precision, currentness, and alignment and therefore cannot be used for situations requiring survey grade measurement or legal boundary determinations. Solano County disclaims liability for any loss that may result from the use of this map. User acknowledges data limitations and accepts responsibility for map based judgments.

EXHIBIT B
ADDRESSES FOR NOTICE

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