

TO: Board of Directors  
SUBJECT: Participation in Small Groundwater Sustainability Agency Coalition

**Summary:** Consider approval of a Cost-Sharing Agreement and an engagement letter of agreement with the Small Groundwater Sustainability Agency Coalition, for joint legislative advocacy and Coalition management, effective January 1, 2026. Consider approval of a contract with Pacific Policy Group for the GSA's share of legislative advocacy and Coalition management services through December 31, 2026. The item would also authorize the Chair/Administrator to sign the Cost-Sharing Agreement, Letter of Engagement OR the Contract.

### **Background**

In 2022, several GSAs that manage basins that on average pump under 10,000 acre feet of groundwater annually begin meeting to discuss common issues of concern and funding strategies. The agencies informally created the Small GSA Coalition (Coalition) with the goal of seeking state funding to assist with the costs of GSA administration, implementation of groundwater water sustainability plans (GSPs) and compliance with SGMA reporting requirement. A more recent goal of the Coalition is to lower compliance costs by working with the California Department of Water Resources (DWR) to identify duplicative or unnecessary reporting requirements and compliance tasks.

From those initial meetings of approximately five GSAs, the Coalition has grown to include more than 15 GSAs.

Since 2022, the Sonoma County Water Agency (Sonoma Water) has provided staffing and advocacy support to the Coalition through its Community and Government Affairs Manager, Ann DuBay (who is now retired and works as a consultant for Sonoma Water to assist the Coalition), and its contract lobbyist, Pacific Policy Group (Mark Fenstermaker). In 2024, Sonoma Water notified the Coalition that it would end this support on December 31, 2025.

The Coalition meets monthly for one hour and receives a legislative update and discusses relevant issues, such as fee studies, monitoring questions, compliance reports and technical issues. In addition, the Coalition meets with key members of the Legislature and legislative staff to discuss funding needs and has established regular meetings with DWR to identify duplicative or unnecessary compliance tasks.

In Spring 2025, the Coalition held its first legislative day to specifically discuss with Legislators and staff a request for \$3.5 million in Proposition 4 (climate bond) funds to help pay for five-year GSP evaluations. The Coalition's request was included in the budget trailer bill, SB 105, and was signed by the Governor on September 17, 2025. The Coalition has begun discussions with DWR about how the funds will be allocated.

### **Proposed Action**

Coalition members propose to enter into a Cost-Sharing Agreement (Agreement) starting January 1, 2026, to equally share the annual costs of Coalition advocacy and management through Pacific Policy Group (PPG) and its subcontractor Ann DuBay.

PPG understands the financial constraints facing the GSAs and have proposed a one-year total budget for funding Coalition advocacy and management services of \$60,000 (\$30,000 for the final six months of FY 2025-2026 and \$30,000 for the first six months of 2026-27). Currently, 15 GSAs have indicated an interest in participating in the Cost-Sharing Agreement.

If all 15 GSAs receive approval from their Boards to participate, the one-year cost for each GSA would be \$4,000. However, to be conservative, this analysis assumes that only 10 GSAs would participate for an annual per-GSA cost of \$6,000.

Based on this conservative assumption, the GSA would be invoiced on January 1, 2026, for its share of the \$30,000 six-month cost of Coalition advocacy and management, an amount no greater than \$3,000 (note that this amount is likely to drop if additional GSAs participate). Thereafter, the GSA would be invoiced on July 1 for the full new fiscal year. The GSA can terminate its participation by giving notice to the Coalition by July 1 (the start of the new fiscal year) without penalty. If the GSA decides to leave the Coalition during the fiscal year, it would forfeit its payment.

Pacific Policy Group (PPG, founded by Tasha Newman and Mark Fenstermaker), is a Sacramento-based lobbying and consulting firm, specializing in natural resources and renewable energy. PPG has advocated for GSA funding and legislation on behalf of the Salinas Valley Basin GSA, the Sonoma Valley GSA, the Petaluma Valley GSA and Sonoma Water, and continues to represent those agencies in legislative advocacy services. PPG has advocated for the Coalition through its contract with Sonoma Water and in cooperation with the GSAs that it represents.

Ann DuBay is a consultant who previously managed the Petaluma Valley, Sonoma Valley and Santa Rosa Plain GSAs in her role as Community and Government Affairs Manager for Sonoma Water. In her role as the administrator of small GSAs, Ann reached out to other small GSAs to discuss common issues, concerns and frustrations. Through her employment and then a contract with Sonoma Water, Ann has coordinated Coalition meetings, communications and materials.

PPG proposes a one-year contract from January 1, 2026 through December 31, 2026 for advocacy and Coalition management services (see attached scope of work) for a not-to-exceed amount of \$6,000, with the actual amount based on the number of GSAs that sign the Cost-Sharing Agreement.

### **Fiscal Information**

(A couple of options...)

1. The FY 2025-26 budget included \$XXXX for anticipated Coalition activities. The remaining not-to-exceed \$3,000 would be appropriated through the FY 2026-2027 budget.
2. One year Coalition costs are not-to-exceed \$6,000, of which \$3,000 would be appropriated from the FY 2025-26 budget and \$3,000 would be appropriated in the FY 2026-2026 budget.

### **Staff Recommendation**

Staff recommends the Board of Directors approve the Cost-Sharing Agreement for the Small GSA Coalition; approve the contract with Pacific Policy Group for a not-to-exceed amount of \$6,000; and authorize the Chair/Administrator to sign the Agreement and the Contract.