



SLOUGHHOUSE

Resource Conservation District

HERALD | SLOUGHHOUSE | WILTON

Regular Meeting of the Board Sloughhouse Resource Conservation District Agenda

When: Wednesday, November 10, 2021
Where: Via Zoom
<https://us02web.zoom.us/j/82145646567>
Meeting ID: 821 4564 6567
Call in Number: +1-669-900-9128

All members of the public may participate in the meeting via Zoom or by using the call-in number provided. Use the Zoom functions or press “*9” on your telephone to “raise your hand” when you would like to provide a public comment.

Time: 1:00 pm – 3:00 pm

PUBLIC COMMENT – Any member of the public may address the Board concerning any matter on the agenda before or during its consideration of the matter. Public comment is limited to three (3) minutes per person and no more than fifteen (15) minutes per topic. For good cause, the Board Chairman may waive these limitations.

AGENDA ITEM TIME FRAME – All time allotments are suggested by staff and are an estimate only and subject to change.

ACCESSIBILITY - If you have a disability and require a reasonable accommodation to fully participate in this event, please contact Austin Miller before November 10, 2021 via email [info@SloughhouseRCD.org] or telephone [916-526-5447] to discuss your accessibility needs.

OPENING:

1. Call to Order

PUBLIC COMMENT FROM THE FLOOR (Non-Agenda Items) (15 minutes)

CONSENT CALENDAR:

Any Board member may request and remove any item from the consent agenda and place that item on the regular portion of the agenda as specified. (5 minutes)

- a. Agenda – November 10, 2021
- b. Minutes – October 13, 2021
- c. Minutes – October 27, 2021
- d. Financial Report – November 2021

REPORTS:

- a. Staff Report (5 minutes)
- b. NRCS Report (5 minutes)
- c. Board Report (5 minutes)



SLOUGHOUSE

Resource Conservation District

HERALD | SLOUGHOUSE | WILTON

BUSINESS ACTION ITEMS:

1. Sacramento Local Agency Formation Commission Special District Commissioner and Alternate Special District Commissioner Election (10 minutes)
2. Cosumnes Groundwater Authority (CGA) Joint Powers Agreement (20 minutes)
 - a. Consideration and Possible Action re: Resolution 2021.11.10.01 – Resolution Adopting the CGA JPA and Initial Year Funding Agreement
 - b. Consideration and Possible Action re: Appointment of SRCD’s Representative and Alternate to the CGA Board of Directors
3. MOA to Provide Administrative Services to CGA (20 minutes)
 - a. Consideration and Possible Action re: Direction to Staff and Counsel on Draft MOA
4. Cosumnes Subbasin GSP Development (15 minutes)
 - a. Update: Responses to GSP Comments
 - b. Consideration and Possible Action re: Legal Review of GSP
5. South American Subbasin GSP Development (20 minutes)
 - a. Discussion: Draft MOU for GSP Implementation in the South American Subbasin
 - b. Consideration and Possible Action re: Legal Review of GSP
 - c. Notice: South American Subbasin Groundwater Sustainability Plan
 - SRCD will hold a public hearing and consider the South American Subbasin Groundwater Sustainability Plan on December 8, 2021. View the plan at SASbGroundwater.org.
6. Discussion: Upcoming SRCD Board of Directors Meetings (5 minutes)
7. Teleconference Meeting Options During an Emergency (5 minutes)

Consideration and Possible Action re:

 - a. Resolution 2021.11.10.02 (teleconference meetings for 30 days)
 - b. Resolution 2021.11.10.03 (hybrid only meetings for 30 days)

IDENTIFICATION OF ITEMS FOR FUTURE MEETINGS

- a. Public Hearing and Consideration of the South American Subbasin Groundwater Sustainability Plan (December 8, 2021 at 1:00 p.m.)
- b. Public Hearing and Consideration of the Cosumnes Subbasin Groundwater Sustainability Plan (January 12, 2021 at 1:00 p.m.)
- c. Board Members may request items to be placed on future agendas.

ADJOURNMENT



SLOUGHHOUSE

Resource Conservation District

HERALD | SLOUGHHOUSE | WILTON

8698 Elk Grove Blvd. Ste. 1-207, Elk Grove, CA 95624
916.526.5447 - info@SloughhouseRCD.org

Meeting of the Board - MINUTES Sloughhouse Resource Conservation District

When: Wednesday, October 13th, 2021
Where: via Zoom
Time: 1:00pm – 3:00pm

Board Members: Jay Schneider, Herb Garms, Gary Silva Jr., Barbara Washburn, Lindsey Liebig
Staff: Austin Miller

OPENING

Garms called the meeting to order 1:04 pm.

PUBLIC COMMENT

Any member of the public may address the Board concerning any matter not on the Agenda within the Board's jurisdiction. Public comment is limited to three minutes per person and no more than fifteen minutes per topic. For good cause, the Board President may waive these limitations.

None

CONSENT CALENDAR

- a) Agenda – October 13, 2021
- b) Minutes – September 8, 2021
- c) Minutes – September 22, 2021
- d) Financial Report – October 2021

Director Schneider requested to remove Consent Calendar Item d for separate consideration/discussion.

Director Washburn moved to approve consent calendar items a through c.

Director Liebig seconded the motion.

The motion passed with all in favor.

Director Liebig moved to approve consent calendar item d.

Director Silva seconded the motion.

The motion passed with four (Garms, Washburn, Liebig, Silva) in favor and one (Schneider) abstained.

REPORTS

- a) Staff Report
Staff provided a report on administrative work being done.
- b) NRCS Report
Toney Tillman provided an update on the Elk Grove NRCS Office. Their office is now open, with limited capacity, to the public.
- c) Board Report



SLOUGHHOUSE

Resource Conservation District

HERALD | SLOUGHHOUSE | WILTON

8698 Elk Grove Blvd. Ste. 1-207, Elk Grove, CA 95624

916.526.5447 - info@SloughhouseRCD.org

None.

BUSINESS ACTION ITEMS

1. Cosumnes Subbasin GSP Development

- a. Discussion: DRAFT Cosumnes Groundwater Authority JPA and Initial Funding Agreement
- b. Discussion: MOA to Provide Administrative Services to JPA
- c. Update: PMA Subcommittee

Staff and Committee Members provided an update on the Cosumnes Subbasin GSP development and the draft Cosumnes Groundwater Authority JPA. Directors provided direction on the MOA to provide administrative services to the CGA JPA.

2. South American Subbasin GSP Development

Staff provided an update on the South American Subbasin GSP development.

3. Groundwater Sustainability Plans Hearing and Adoption Timeline

- a. Consideration and Possible Action re: Legal Review of GSPs

The Board discussed sending the GSPs to Counsel for review but agreed to wait until after the public comment period closed.

4. Covid-19 Fiscal Relief for Special Districts

The Board directed staff to apply for the Covid-19 fiscal relief funding for special districts.

IDENTIFICATION OF ITEMS FOR FUTURE MEETINGS

The Board approved the follow future agenda items by consensus:

- None.

ADJOURNMENT

Garms adjourned the meeting at 3:36 pm.



SLOUGHHOUSE

Resource Conservation District

HERALD | SLOUGHHOUSE | WILTON

8698 Elk Grove Blvd. Ste. 1-207, Elk Grove, CA 95624

916.526.5447 - info@SloughhouseRCD.org

Meeting of the Board - MINUTES Sloughhouse Resource Conservation District

When: Wednesday, October 27th, 2021
Where: via Zoom
Time: 1:00pm – 3:00pm

Board Members: Jay Schneider, Herb Garms, Gary Silva Jr., Barbara Washburn, Lindsey Liebig
Staff: Austin Miller

OPENING

Garms called the meeting to order 1:00 pm.

PUBLIC COMMENT

Any member of the public may address the Board concerning any matter not on the Agenda within the Board's jurisdiction. Public comment is limited to three minutes per person and no more than fifteen minutes per topic. For good cause, the Board President may waive these limitations.

None

APPROVAL OF AGENDA

Director Liebig moved to approve the agenda as presented.

Director Washburn seconded the motion.

The motion passed with all in favor.

BUSINESS ACTION ITEMS

1. Consideration and Possible Action re: Resolution Authorizing Teleconference Meeting Options During an Emergency
Director Washburn moved to adopt Resolution 2021.10.27.02.
Director Liebig seconded the motion.
The motion passed with four (Washburn, Liebig, Garms) in favor, one absent (Silva) and one (Schneider) opposed.
2. Consideration and Possible Action re: Upcoming Meetings
The Board decided to meet via teleconference in November.
3. Cosumnes Subbasin GSP Development
Directors provided direction on the draft MOA to provide administrative services to the CGA JPA.
4. South American Subbasin GSP Development
Staff provided an update on development of the South American Subbasin GSP and the draft MOU for GSP implementation.
5. Water Conservation Grant Opportunities
Staff provided an update on current and future grant opportunities related to water conservation.



SLOUGHHOUSE

Resource Conservation District
HERALD | SLOUGHHOUSE | WILTON

8698 Elk Grove Blvd. Ste. 1-207, Elk Grove, CA 95624
916.526.5447 - info@SloughhouseRCD.org

6. Update: Sloughhouse RCD Financials
Staff provided an update on the District's current financial standing.

IDENTIFICATION OF ITEMS FOR FUTURE MEETINGS

The Board approved the following future agenda items by consensus:

- -

CORRESPONDENCE RECEIVED

- None

ADJOURNMENT

Garms adjourned the meeting at 3:08 pm.

DRAFT



Agenda Item #1

SACRAMENTO LOCAL AGENCY FORMATION COMMISSION
1112 I Street, Suite 100 • Sacramento, CA 95814 • (916) 874-6458 • Fax (916) 874-2939
www.saclafco.org

DATE: October 1, 2021

TO: Special Districts' Selection Committee

FROM: José C. Henríquez, Executive Officer 
Sacramento Local Agency Formation Commission

RE: **Selection of Special District Commissioner and Alternate Special District Commissioner**
For the Sacramento Local Agency Formation Commission
Term of Office: **January 1, 2022 to December 31, 2025**

Pursuant to the provisions of Section 56332 of the Government Code, the Executive Officer has determined that a meeting of the Special District Selection Committee for the purpose of selecting a Special District Commissioner [Office No. 7] and Alternate Special District Commissioner [Office No. 6 & 7] to serve on the Sacramento Local Agency Formation Commission is not feasible. Based on past experience, due to the size of the Special District Selection Committee, it has been difficult to establish a quorum. Therefore, the business of the Special District Selection Committee will be conducted in writing, as provided in the cited section code.

Please see the attached Ballot

Please select one candidate for Special District Commissioner.

AND

Please select one candidate for Alternate Special District Commissioner.

Please return the ballot to the LAFCo office no later than:

4:00 P.M. on WEDNESDAY, NOVEMBER 17, 2021 To be valid, selection of a candidate must be done by a majority vote of the governing board of an Independent Special District in an official meeting of that board and certified by the secretary or clerk of the board.

Any ballot received after the date specified above shall not be valid. The candidate who receives the most votes will be determined the winner outright. In the event of a tie, there will be a run-off selection held in the same format as the initial selection. The LAFCo Executive Officer will announce the results of the selection within seven days of the specified date.

If you have questions regarding selection procedures, please contact the Sacramento LAFCo Commission Clerk, Diane Thorpe, at (916) 874-6458.

Return:

Sacramento LAFCo
1112 "I" Street; Suite 100
Sacramento, CA 95814

or e-mail:

Diane.Thorpe@SacLAFCo.org

Agenda Item #1



Ballot

LAFCo Special District Commissioner & Alternate

Commissioner & Alternate Commissioner

Please select one candidate from each COLUMN

Ballot A

Commissioner - Office No. 7

Please select **ONE** candidate **BELOW**

- Edward J. "Ted" Costa**
San Juan Water District

- Michael Hanson**
Arcade Creek Recreation & Park District

- Gay Jones (Incumbent)**
Sacramento Metropolitan Fire District

Ballot B

Alternate Commissioner - for Offices No. 6 & 7

Please select **ONE** candidate **BELOW**

- Michael Hanson**
Arcade Creek Recreation & Park District

- Charlea Moore (Incumbent)**
Rio Linda Elverta Recreation & Park District

Ballot must be received by **4:00 pm on Wednesday November 17, 2021**

Special Districts must return the ballots to LAFCo by the date specified above. Any ballot received after the specified date shall not be valid. *The information below must be complete*

The candidate who receives the most votes will be determined the winner outright.

The LAFCo Executive Officer will announce the results of the election within seven days of the specified date.

Please mail completed ballot to LAFCo Commission Clerk at 1112 "I" Street, Suite 100; Sacramento CA 95814 or send via e-mail to: Diane.Thorpe@SacLAFCo.org

contact Diane Thorpe at (916) 874-6458 if you have any questions.

Name of Special District

Street Address

District Website Address

Date of Meeting

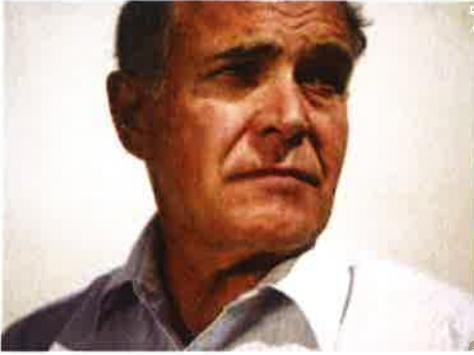
District Phone Number

Signature of Secretary or Clerk of the Board

Phone Number

Print Name

E-mail Address



Resume of Edward J. (Ted) Costa

TESTED AND TRUSTED

TED COSTA IS:

I was born and raised on a family farm in South Natomas and educated in local schools---American River College and UC Davis;

Mentored in politics by the late Paul Gann and Senator S.I. Hayakawa;

Intricately involved in thirteen state-wide initiatives----from Prop. 13 to Re-Redistricting Reform. I drafted three sections of the California State Constitution. I managed 16 lawsuits before the Court of Appeals and Supreme Court. We won 15.

I am currently a board member of the San Juan Water District, a Community Service District that takes American River water, treats it and sends it to water districts in the northeast part of Sacramento County AND at the lowest cost in the entire state.

I live in Citrus Heights with my wife Dr. Jayna and our many animals.

TED COSTA BELIEVES:

Special Districts are the backbone of government. When our water main breaks, we don't call a Legislator. When our power goes out, we don't call a Congressman. We call our Special Districts for all these services. It is so important our special districts are run as efficiently as possible and held accountable to the people. LAFCO is the agency that makes that happen.

LAFCO powers come straight from the Legislature and are rightfully divided up by counties, cities and special districts with the intent of making local governmental subdivisions work more efficiently for the people.

If you vote for me, I will work hard to be a good steward of your trust. Please feel free to contact me: (916) 599-2986, tedcosta@tecosta.com

Agenda Item #1

Michael Hanson, PMP

5668 Rolling Oak Drive
Sacramento, CA 95841

510-386-0345
Sacramento, CA 95841

mhanson2013@outlook.com

Dedicated Project manager and Technical Analyst bringing focus leadership, team building, relationship building, communication, technical skills, innovative approaches, and with critical thinking assess complex problems and work towards solutions. A self-starter with excellent communication skills and solid project management background in the areas of consulting, initiation, requirements gathering and validation, change management, staffing and team building, task estimation, and client interaction. Build strong teams with a focus on delivering on customer needs through teamwork, positive attitude, being well organized, using critical thinking, continuous improvement, conflict resolution, with a hands-on approach, and a single point of contact. Experience managing projects and teams in various environments including Insurance, Government, Technology, and Non-profit.

Experience

Arcade Creek Recreation and Park District Director

12/2014 – present

- Chair 2015
- Director leading the Master Plan project
- Secretary/Treasurer and member of the Finance committee 2017-2019
- Vice-Chair and member of search committee for new GM (2020)
- Served on Sacramento Special District Advisory Commission (2 terms)

Key accomplishments:

- 1) Worked to get ACRPD out of debt with CalPERS. In 2015, we had a debt with CalPERS of ~500K and today, we are current. This frees up financial capability to equipment and capabilities for our employees and begin to address community needs related to the Parks.
- 2) Part of the team to update a master plan that was 20+ years old. The district needs to have a direction so we can build a patchwork towards the common goal using available resources.
- 3) On the search committee to locate the replacement GM for the district. We found an ideal individual who has a wealth of experience, wanted to come to Sacramento, and would fit in with the current employees.
- 4) I was granted a scholarship to the CARPD Convention in Tahoe. This provided the impetus to pursue a Shine Grant resulting in lighting Arcade Creek Park with LED lighting powered by solar panels.

Benevolent and Protective Order of Elks Officer Carmichael Elks Lodge #2103

12/2014 – present

Worked in various roles including being elected as "president" twice and elected as a trustee to the board of directors twice. I chaired the operational aspects of the 1300-member Lodge through the COVID-19 shutdowns, etc. Worked with members to keep the finances positive. While we lost ~100 members during COVID, we have recovered almost that many this year and are continuing to grow. The Lodge building was built in the 1960s, 1970s, and 1980s. It has a large footprint on the 9+ acre lot. We have been managing significant costs related to the air conditioning and general upkeep of the buildings.

Agenda Item #1

30+ Years in Data Processing

During my years in data processing, I worked in varied industries: Government/Technical (Stanford Research Institute), Chip Manufacturing (Advanced Micro Devices), Education (University of California at Davis), Insurance (CSAA), and support/outsourcing companies (EDS, HP). During my time in these organizations, I was a developer, team lead, department manager and project manager. The opportunities afforded in these organizations provided the background to aid other organizations in their growth.

Highlights:

- At Stanford Research, I worked on the Headstart Project consolidation of data tracking children across years and schools. This helped provide the winning of the contract related to the Follow-Thru project.
- During my 10 years at AMD, I managed a team supporting Shipping and the fabrication units, managed one of the Computer Operations teams to streamline the processing, and started into Project Management. One of the efforts I completed cut computer report paper usage by over half by isolating the needed reports for the specific organization and eliminating superfluous copies of reports.
- At UC Davis, my team was responsible in supporting the HR/Payroll systems and Departmental Computing. While much of the actual data processing occurred at the Office of the President so all campus reporting was consistent, our role was to deliver the information and support to the various departments on campus. As part of the Departmental Computing effort, we won the contract with the Transportation and Parking Unit to replace their system with one that would be maintained and supported on campus.
- At CSAA, I lead a team supporting Membership systems, brought in new technologies, helped to test and discard one system replacement that did not work consistently, and moved into project management. During my time at CSAA I was part of an outsourcing effort to move all computing support to an external vendor (EDS) while the support team continued to sit at their current desks and support CSAA. This arrangement continued for over 20 years as I was either working for the vendor, EDS then HP, managing the work for CSAA or working for CSAA managing the work being performed by the vendor. We moved data centers, applications, and generally supported the work associated with CSAA until they were finally able to insource their data processing.

Agenda Item #1

Board of Directors,

I am requesting your vote and continued support as your special District Commissioner to Sacramento Local Agency Formation Commission (LAFCO).

Challenges to Districts continue unabated. As your LAFCO Commissioner and as a Metro Fire Director, I am committed to ensuring that all District voices are heard. Everyone needs to be included in conversations regarding boundary changes, whether they be annexations, detachments, consolidations, spheres of influence or incorporations.

For the past 16 years I have served in a leadership role in the Special District Advisory Committee to Sacramento LAFCO. On a quarterly basis we discuss LAFCO issues and potential impacts to Special Districts in our county. Importantly, this informs my decisions as a commissioner.

I also serve as a Director for the California Association of LAFCOs (CALAFCO), which gives me a broad perspective. This state association of LAFCOs offers me an amplified view on the many legislative activities that have potential to affect all LAFCOs. Networking with Special Districts across the state, as well as with the California Special Districts Association, is very helpful to me as your commissioner.

A final example of my commitment is back on the local level. As a member of the public, I attend meetings of the South American Subbasin (SASb) Groundwater Sustainability Plan (GSP) Working Group. They are always informative - both technically and policy-wise. My knowledge base continues to expand, and I appreciate all the diligent work of this professional group.

Among the purposes of LAFCOs are discouragement of urban sprawl, encouragement of orderly formation, and efficient delivery of municipal services. Decisions should be made on what best serves the public interest, and what contributes to the public benefit.

I ask for your continued support in these efforts.

Sincerely,

Gay Jones

916-208-0736

Agenda Item #1

Fellow Special District Directors,

I respectfully request your vote to continue as Special District Commissioner, Seat # 7, on the Sacramento County Local Agency Formation Commission. Representing Special Districts on Sacramento LAFCO is a privilege and an honor.

Special Districts represent the most basic connection between citizens and their government. We really are the closest public entity to our community. We provide our neighborhoods with services and responsiveness that are found no where else. This close connection makes it imperative that the voice of Special Districts is heard and represented at our Local Agency Formation Commission. This is why I want to serve on LAFCO.

As the incumbent, there are several areas in which I want to continue to build upon.

The first is the Special District Advisory Committee (SDAC). As a member since inception, I have continued to expand the voice of Special Districts at Sacramento LAFCO. Emphasizing the importance of Municipal Service Reviews, maintaining an open dialogue among Special Districts in our county, and discussing the impacts of proposed LAFCO applications upon Districts are very important to me. Sharing information amongst ourselves contributes to our success, and SDAC facilitates this exchange.

The second is to continue to work closely with the California Special District Association (CSDA). A strong, professional and valuable relationship exists between us. It is very important to continue working together in areas of mutual concern to make Special Districts strong and successful.

A third area is the California Association of Local Agency Formation Commissions (CALAFCO). I have served on the Board of Directors of CALAFCO since 2006. This work informs me on statewide issues that can carry many implications for LAFCOs.

Thank you for your support. Please contact me with any questions or comments you may have.

Sincerely,

Gay Jones, Director
Sacramento Metropolitan Fire District

Special District Commissioner
Sacramento LAFCO.

916-208-0736



Gay Jones (Incumbent)

Sacramento Metropolitan Fire District
10545 Armstrong Avenue, Suite 200
Mather, CA 95655
Phone: (916) 208-0736

STATEMENT OF QUALIFICATIONS

My experience representing Special Districts continues to broaden and deepen. This is reflected by my service as a Sacramento Metropolitan Fire District Director, as a Sacramento County LAFCO Commissioner and as a CALAFCO Board Member.

The challenge to use critical thinking to make decisions never diminishes. It is hard work to investigate and study all aspects surrounding an issue. Asking questions and listening to the replies requires a commitment to weigh, measure and balance all the information. That analysis, in turn, must be informed by sound public policy.

My goal is to support this process where critical thinking joins sound public policy resulting in good decisions.

EXPERIENCE

- 2000 – Present: Director for Sacramento Metropolitan Fire District
- 1981 – 2006: Sacramento Fire Department (Retired Captain)
- 1973 – 1979: United States Peace Corps

LAFCo Experience

- 2006 – Present: Special District Commissioner for Sacramento LAFCo
- 2004 – 2006: Alternate Commissioner for Sacramento LAFCo

CALACFO State Level Experience

- 2006 – Present: Board Member for California Association of LAFCo (CALAFCO)

- 2013 – 2018 : Executive Board Member, CALAFCO
- 2015: Chair for CALAFCO Annual Conference

EDUCATION AND CERTIFICATES

- Master's Degree, California State University, Sacramento
- Bachelor of Science, Lewis and Clark College
- Associate Degree, American River Community College
- Chief Officer Certification, California State Board of Fire Service
- Special District Leadership and Management Certification, Special District Institute

COMMUNITY ACTIVITIES

- Chair, Cordova Community Planning Advisory Council, Sacramento County
- Steering Committee Member, Butterfield Riviera East Community Association (BRECA) since 1998
- Member, American River Parkway Coalition

Agenda Item #1

Charlea R Moore

8840 El Verano Ave. • Elverta, CA 95626

Phone 916-991-0338 (home)

Cell 916-275-3275 (best contact)

Email - Charhorseranch@aol.com

Applicant Statement for the Special District LAFCO Representative

I moved from Glassboro New Jersey to Rio Linda Elverta in 1981, along with my 3 year old daughter and my husband.

Almost immediately I became involved with Sacramento County Service Area #3 which was the forerunner of our current independant Parks and Recreation District serving the Rio Linda Elverta Communities. This involvement was the result of reading a statement in the local paper, indicating that the Parks Advisory Board had determined that there were sufficient equestrian trails in the area. I was very happy to advocate for additional trails and in the process begin my education in local governance processes.

Over the next several decades I was appointed to numerous County and Local advisory boards, steering committees and ad hoc committees. My interest expanded to include growth issues, flood issues and agriculture/suburban/urban issues.

I learned a great deal about how government works and how Special Districts fit into the process. I became a strong advocate for local governance after going through 3 incorporation attempts in the Rio Linda Elverta communities and in the education process I switched from anti-incorporation to pro-incorporation for unincorporated communities.

In about 1992 I was appointed to the RLE CPAC in and served during the Community Plan Update. I am familiar with the governance process and with procedures for arriving at a decision as a board member. I have served several terms on CPAC under four different County Supervisors since that initial appointment. All of these experiences were very educational for me.

In 2002 I successfully ran for the Rio Linda Elverta Recreation and Parks District. I truly enjoyed and have greatly benefited from the experience of becoming an elected board member. I ran again in 2016 and am currently serving as Secretary for the RLE Recreation and Parks District.

I believe that my history in the community and experience as an elected public official will be an asset for Special Districts as a LAFCO Special District Board member.

Thank you,

Charlea R. Moore

SRCD Board of Directors Meeting

Agenda Item #2

November 10, 2021

The Sloughouse RCD Board of Directors will consider:

Agenda Item #2a: Resolution 2021.11.10.01 – Resolution Adopting:

- (#2a1) Cosumnes Groundwater Authority Joint Powers Agreement
- (#2a2) Initial Year Funding Agreement

Agenda Item #2b: SRCD's Representative and Alternate to the CGA Board of Directors

Agenda Item #2a

**BEFORE THE BOARD OF DIRECTORS OF THE SLOUGHHOUSE RESOURCE
CONSERVATION DISTRICT**

RESOLUTION No. 2021.11.10.01

**Resolution Adopting the Cosumnes Groundwater Authority Joint Powers Agreement and
Initial Year Funding Agreement**

WHEREAS, in 2014 the State Legislature adopted the Sustainable Groundwater Management Act (SGMA) which requires the sustainable management of groundwater in the State of California for groundwater basins of medium or high priority. SGMA allows local agencies to form Groundwater Sustainability Agencies (GSAs) to manage groundwater at the local level; and

WHEREAS, the Members of the Cosumnes Groundwater Authority (CGA) Joint Powers Agreement are each exclusive GSAs in the San Joaquin Valley, Cosumnes Subbasin, Basin Number 5-2216, as identified in Department of Water Resources (DWR), Bulletin 118 (“Basin” or “Subbasin”); and

WHEREAS, in 2018, the Members each ratified the Cosumnes Subbasin SGMA Working Group Framework Agreement to Guide Near-Term Working Group Deliberations (“Framework Agreement”). The Framework Agreement is a voluntary agreement providing a decision-making structure for the Members to use during the development of a single groundwater sustainability plan covering the entire Subbasin known as the “Cosumnes Subbasin GSP” or “GSP”; and

WHEREAS, by way of the Framework Agreement, the Members agreed to submit the Cosumnes Subbasin GSP to DWR no later than the SGMA deadline of January 31, 2022, at which time the Members will begin implementation of the GSP; provided, that the governing boards of each Member shall have the right to approve the GSP, as described in the Framework Agreement; and

WHEREAS, the Members now desire to enter into this joint exercise of powers agreement establishing the CGA as a joint powers authority in order to achieve shared goals; and

WHEREAS, the Parties have or intend to individually or collectively assess fees on irrigated acres, or contribute an agreed upon amount related to the amount of groundwater pumped in their respective jurisdictional boundaries, to generate estimated revenue in the amount of FOUR HUNDRED FORTY-FOUR THOUSAND, ONE-HUNDRED EIGHTY-FIVE DOLLARS (\$444,185) for the first year of GSP implementation (“First Year GSP Implementation Costs”); February 1, 2022 to June 30, 2022; and

WHEREAS, through the CGA the Parties intend to engage one or more consultants to develop and complete the SGMA First Annual Report and additional activities including, but not limited to, those listed in Exhibit 1 attached hereto, for the first year of GSP implementation pursuant to SGMA.

Agenda Item #2a

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Sloughhouse Resource Conservation District as follows:

1. The SRCD Board of Directors hereby agrees to execute the Joint Powers Agreement Establishing the Cosumnes Groundwater Authority.
2. The SRCD Board of Directors hereby agrees to execute the Cosumnes Subbasin Groundwater Sustainability Agencies Initial Funding and Revenue Agreement for Implementation of a Groundwater Sustainability Plan.
3. The SRCD Board of Directors authorizes the Chair and Staff to take all actions necessary to carry out the intent and purpose of this Resolution.

PASSED AND ADOPTED on this 10th day of November, 2021, by the following vote, to- wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

I, the undersigned, hereby certify that I am the duly appointed and acting Secretary of the Sloughhouse Resources Conservation District, and that at a meeting of the Board of Directors of the District held on November 10, 2021 that Resolution 2021.11.10.01 was adopted and has not been rescinded or amended since the date of its adaptation and that it is now in full force and effect.

Austin Miller, SRCD Secretary

Date

**JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE
COSUMNES GROUNDWATER AUTHORITY**

THIS AGREEMENT is made and entered into this _____ day of _____ 2021 pursuant to the Joint Exercise of Powers Act, California Government Code §§ 6500, et seq., by and between Galt Irrigation District (“Galt ID”), Omochochumne-Hartnell Water District (“OHWD”), Clay Water District (“Clay”), The City of Galt (“City”), Sloughhouse Resource Conservation District (“Sloughhouse RCD”) Amador County Groundwater Management Authority (“Amador”) and the Sacramento County Groundwater Sustainability Agency (“County”), each of which is a “Member” of this Agreement. The term “Members” shall also include any additional Members that join this Agreement, but shall exclude any Members that withdraw from this Agreement in accordance with its terms.

RECITALS

This Agreement is made with reference to the following facts:

- A. In 2014 the State Legislature adopted the Sustainable Groundwater Management Act (SGMA) which requires the sustainable management of groundwater in the State of California for groundwater basins of medium or high priority. SGMA allows local agencies to form Groundwater Sustainability Agencies (GSAs) to manage groundwater at the local level.
- B. The parties to this Agreement are each exclusive GSAs in the San Joaquin Valley, Cosumnes Subbasin, Basin Number 5-2216, as identified in Department of Water Resources (DWR), Bulletin 118 (“Basin” or “Subbasin”), as depicted on Exhibit 1 to this Agreement.
- C. In 2018, the Members each ratified the Cosumnes Subbasin SGMA Working Group Framework Agreement to Guide Near-Term Working Group Deliberations (“Framework Agreement”). The Framework Agreement is a voluntary agreement providing a decision-making structure for the Members to use during the development of a single groundwater sustainability plan covering the entire Subbasin known as the “Cosumnes Subbasin GSP” or “GSP”.
- D. By way of the Framework Agreement, the Members agreed to submit the Cosumnes Subbasin GSP to DWR no later than the SGMA deadline of January 31, 2022, at which time the Members will begin implementation of the GSP; provided, that the governing boards of each Member shall have the right to approve the GSP, as described in the Framework Agreement.
- E. The Members now desire to enter into this joint exercise of powers agreement establishing the Cosumnes Groundwater Authority as a joint powers authority in order to achieve the following goals:

**JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE
COSUMNES GROUNDWATER AUTHORITY**

1. Work collaboratively to comply with SGMA.
2. Create a unified voice to advocate and respond to legislative, regulatory and policy matters of importance to the Basin.
3. Develop a process for Members to discuss, prioritize and act on matters of priority and interest relating to management of the Basin.
4. Implement the GSP for the Basin that has been adopted by the governing bodies for the GSAs, and otherwise provide for and ensure the ongoing sustainability of the Basin.
5. Seek and secure grant or other funding to implement the GSP.
6. Work collaboratively with the GSA's or other entities managing the adjoining South American and Eastern San Joaquin basins to achieve the goals of the Groundwater Sustainability Plan.

AGREEMENT

ARTICLE I DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

- a. "Agency Managed Area" means those lands located within the Members' respective boundaries that overlie the Subbasin and are depicted in Exhibit A.
- b. "Agreement" shall mean this Joint Exercise of Powers Agreement for the Cosumnes Groundwater Authority.
- c. "Authority" shall mean the Cosumnes Groundwater Authority, the separate public entity created by this Agreement.
- d. "Basin" or "Subbasin" shall mean the San Joaquin Valley, Cosumnes Subbasin, Basin Number 5-2216, as identified in DWR Bulletin 118.
- e. "Board of Directors" or "Board" shall mean the governing body of the Authority as described in Article IV, section 4.2 of this Agreement.
- f. "Bonds" shall mean any bonds, loans, notes or other evidence of indebtedness of the Authority (excluding warrants and checks), authorized and issued pursuant to law.
- g. "Brown Act" means Chapter 9, Division 2, Title 5 of Government Code of the State of California (commencing at section 54950) and any subsequent amendments of those provisions.
- h. "Budget" shall mean the approved budget for the Authority.
- i. "Director" shall mean a member of the Authority Board of Directors.

**JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE
COSUMNES GROUNDWATER AUTHORITY**

- j. “Fiscal Year” shall mean an accounting period running from July 1 through June 30 of each year
- k. “JPA Act” shall mean the Joint Exercise of Powers Act, Cal. Government Code §§ 6500 *et seq.*
- l. “Groundwater Sustainability Agency” or “GSA” shall mean an agency authorized by SGMA to regulate a portion of the Subbasin cooperatively with all other Groundwater Sustainability Agencies in the Basin, in compliance with the terms and provisions of the Cosumnes GSP.
- m. “Members” – Shall mean each qualifying entity that is or becomes a party to this Agreement accepting the rights, responsibilities and obligations of the Authority Members hereunder, including any entity executing an addendum to this Agreement as hereinafter provided.
- n. “Operating Rules and Regulations” - Shall mean rules, regulations, policies, bylaws and procedures governing the operation of the Authority, adopted by the Authority.
- o. “Plan Manager” - is an employee or authorized representative of the Authority who has been delegated management authority for implementing the GSP and serving as the point of contact between the Authority and DWR.
- p. “Supermajority Vote” – Shall mean the vote required of the Members to take the actions described in Article IV, Section 4.2 of this Agreement and shall constitute at least 2/3 vote of all Members.
- q. “SGMA” means the Sustainable Groundwater Management Act (SB 1168, SB 1319 and AB 1739) that collectively comprise the Act and all regulations adopted under the legislation, as that legislation and those regulations may be amended from time to time.
- r. “Subbasin” means the Cosumnes Groundwater Basin.
- s. “Water Assets” means all surface water rights and supplies, water facilities, water operations, groundwater rights and supplies, and any other water.
- t. “6/7 Vote” – Shall mean the vote required of all Members to take the actions described in Article VI of this Agreement, and shall constitute at least 6/7 vote of all Members.

**ARTICLE II
GENERAL PROVISIONS**

Section 2.1 Incorporation of Recitals. The foregoing recitals are hereby incorporated herein by reference.

Section 2.2 Certification. Each signatory to this Agreement certifies and declares that it is a public agency (as defined in the JPA Act) that is authorized to be a party to a joint exercise of powers agreement and contract with each other for the joint exercise of any common power under the JPA Act and is an exclusive GSA under SGMA.

Section 2.3 Purpose. The Members agree to establish the Authority for the primary purpose of creating financial and other efficiencies beneficial for the Members, all of which

**JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE
COSUMNES GROUNDWATER AUTHORITY**

will retain their individual GSA powers, to implement certain aspects of SGMA and the GSP, as defined over time by the Authority Board of Directors, on a collective basis. By this Agreement, the Member Agencies do not intend for the Authority to become a GSA for the Basin; rather, each of the Members intend to retain their GSA status over their respective Agency Managed Areas and to convey to the Authority only such power as is set forth or provided for in the Agreement. The Members also do not intend to provide the Authority with any power over the Water Assets of any Member except as may be specifically conveyed to the Authority by agreement of the affected Member. The Authority is intended to have the power to adopt, impose and collect fees and charges while the Member GSA’s also retain and may independently exercise those same powers for SGMA-related purposes, including but not limited to funding of the Authority.

Section 2.4 Principles. The Members agree to the following principles:

- a. The Members intend to work together in a constructive manner to comply with SGMA and implement a GSP that respects local jurisdictions while focusing on a basin-wide approach.
- b. The Members recognize the value of all sectors and stakeholders in supporting a vibrant region and will work to foster dialogues on SGMA, groundwater, and related issues that acknowledge and build on this interdependence.
- c. All Members intend to work together to pursue funding for SGMA-related projects.

**ARTICLE III
CREATION OF THE AUTHORITY**

Section 3.1 Creation. There is hereby created, pursuant to the JPA Act, a public entity to be known as the “Cosumnes Groundwater Authority” (“Authority”). The Authority shall be a public entity separate from the Members.

Section 3.2 Term. This Agreement shall be effective from the date first above-written, after being approved and executed by all Members listed above, and shall remain in effect until dissolved pursuant to Article IX or pursuant to mutual agreement of all Members; provided, however, that either the Authority (if not terminated pursuant to Article IX) or its successor (if the Authority is terminated pursuant to Article IX) shall continue to exist for the purposes of: disposing of all claims, payment of debt services with respect to Bonds which have been issued or which have been authorized for issuance and satisfaction of other covenants contained in the resolution and trust indenture relating to said Bonds, reimbursement owed to financial institutions which have secured such Bonds or other parties advancing funds to the Authority and, satisfaction of other covenants contained in reimbursement agreements with such financial institutions and distribution of assets and all other functions necessary to conduct the affairs of the Authority.

Section 3.3 Boundaries of the Authority. The geographic boundaries of the Authority shall be the same as the boundaries for the Cosumnes Subbasin, as shown in

**JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE
COSUMNES GROUNDWATER AUTHORITY**

Exhibit A, as may be modified from time to time in DWR Bulletin No. 118.

Section 3.4 Purpose. The purpose of this Agreement is to provide for the joint exercise, through the Authority, of powers common to each of the Members to assist in the implementation of the GSP for the Basin as determined by the Authority Board of Directors, potentially including:

- a. To assist in compliance with SGMA.
- b. To receive funds from Member GSAs in support of SGMA compliance.
- c. To facilitate implementation of Basin conjunctive use.
- d. To implement projects and management actions to mitigate conditions of Basin groundwater overdraft.
- e. To conduct monitoring and reporting on behalf of Members in support of SGMA compliance
- f. To help mitigate any Basin groundwater contamination migration.
- g. To develop relationships with State and Federal agencies.
- h. To develop a public outreach and education program.
- i. To coordinate with adjacent groundwater basins as needed on behalf of Members.

Section 3.5 Other Officers and Employees. Upon the requisite vote of the Board of Directors, the Authority may, among other actions:

- a. Engage one or more Members, Authority employees, or third parties, to act as Plan Manager and management staff to manage any or all of the business of the Authority on terms and conditions acceptable to the Board of Directors as specified in a separate written contract. To the extent that a Plan Manager of the Authority is appointed, and consistent with this Section 3.5(a), the Plan Manager shall at all times maintain exclusive control over any employees of or contractors of the Authority, including, but not limited to, matters related to hiring, probationary periods, disciplinary action, termination, benefits, performance evaluations, salary determinations, promotions and demotions, and leave accruals of Authority employees.
- b. Employ one or more persons to serve in such positions as may be approved by the Board of Directors.

Section 3.6 Powers. In fulfillment of this Agreement’s stated goals and purposes, the Authority shall have and may exercise the common powers of its Members as permitted by law, and as approved by the Board of Directors, from time to time in the manner hereinafter set forth. For clarity, OHWD shall be the member designated under Government Code section 6509, related to restrictions on the exercise of shared powers, and any such restrictions shall be the same as those applicable to OHWD under the “California Water District Law,” Water Code, sections 34000, et seq.

Subject to the approval of the Board of Directors as to specific actions or projects, the Authority’s powers shall include the power in the Authority’s own name to do any of the following:

- a. To make and enter contracts within its authority to provide for the ongoing sustainability of the Basin.

**JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE
COSUMNES GROUNDWATER AUTHORITY**

- b. To employ such other persons as it deems necessary to accomplish its duties and powers. Any employee may be on a full-time, part-time or consulting basis, as the Board determines.
- c. To exercise jointly the common powers of its Members in studying, planning and implementing ways and means to provide reasonable and financially feasible projects, programs and cooperative operations activities for Members using agreed upon principles, provided that no project, program, or operation shall be carried out in any Agency Managed Area without the approval of the Member with GSA status over that area.
- d. To share information relating to the Basin with Members, DWR or other stakeholders as appropriate and as the Board determines.
- e. To investigate and advise its Members with respect to legislation and proposed legislation affecting the Basin and to make appearances on behalf of its Members regarding such matters.
- f. To act as a central point for the collection and dissemination of information involving the Basin and related matters. To act as Plan Manager for the GSP and point of contact to DWR for the basin.
- g. To cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any kind (including, without limitation, investor-owned utilities), and persons, or any of them, for any and all purposes necessary or convenient for the full exercise of the powers of the Authority.
- h. To apply for, accept and receive licenses, permits, water rights, approvals, agreements, grants, loans, gifts, contributions, donations, or other aid from any agency of the United States of America, the State of California or other public or private person or entity necessary for the Authority's full exercise of its powers.
- i. To acquire and to hold and dispose of property as necessary to the full exercise of its powers, and, subject to the limitations set forth herein, to dispose of property and any other assets.
- j. Subject to the limitations set forth herein and by law, to incur debts, liabilities, or obligations, to issue bonds, notes, certificates of participation, guarantees, equipment leases, reimbursement obligations and other indebtedness. to pledge, mortgage, assign, encumber and hypothecate assets and revenues of the Authority, to assess Members, to impose and collect user fees and charges that are approved by the Members in whose Agency Managed Areas the fees and charges are imposed and collected, and to enter into leases, installment sales and installment purchase contracts all as hereinafter provided.
- k. To sue and be sued in its own name.
- l. To provide for the prosecution of, defense of, or other participation in actions or proceedings at law or in public hearings in which it may have an interest and may employ counsel and other expert assistance for these purposes.
- m. To appoint agents for filings or other legal matters.
- n. To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority ("Operating Rules and Regulations").

**JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE
COSUMNES GROUNDWATER AUTHORITY**

- o. To accumulate appropriate reserve funds for the purpose of herein mentioned and subject to the laws of the State of California.
- p. To recommend changes to this Agreement to the Members.
- q. To perform all incidental acts necessary or proper to carry out fully the purposes of this Agreement.
- r. To exercise all other powers necessary and incidental to the implementation of the powers set forth herein.

Nothing set forth in this Agreement is intended to impede or abrogate the powers of any Member, including but not limited to the Member’s police power or land use authority, if any.

Each Member shall be individually responsible for its own covenants, obligations, and liabilities related to its own groundwater management activities. No Member shall be under the control of or shall be deemed to control any other Member. No Member shall be precluded from independently pursuing any of the activities contemplated in this Agreement, providing such activities do not preclude other members or the Authority from complying with the requirements of SGMA or the GSP. No Member shall be the agent or have the right or power to bind any other Member without such Member’s express written consent, except as expressly provided in this Agreement.

ARTICLE IV
INTERNAL ORGANIZATION

Section 4.1 Membership. The Members of the Authority shall be the entities which have executed, hereafter execute, or hereafter amend this Agreement, and which have not withdrawn from the Authority as herein provided.

Section 4.2 Governing Body

- a. Members on the Board of Directors. The business of the Authority shall be conducted by a Board of Directors consisting of one appointed Director by each of the Members. Each Director shall be appointed by the Member Agency governing board in accordance with any Member Agency requirements. Each Director of the Authority shall be a member of the governing board of the Member or GSA for the duration of his or her term as a Director of the Authority. Each Director shall serve a four year term, or until his or her role on the Member’s governing board ends, if sooner. Each Director shall hold office until his or her successor is elected and qualifies for office, unless earlier removed by the governing board of the appointing Member. Each Director may be appointed to serve one or more additional four-year terms at the discretion of the appointing Member governing board.
- b. Alternate Directors. The Alternate Director shall serve in the capacity of the Director if the Director is unable to conduct the business of the authority. Alternate Directors of the Authority need not be a member of the governing board of the Member or GSA. Each Alternate Director shall serve a four year term, or

**JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE
COSUMNES GROUNDWATER AUTHORITY**

until their role on the Member's governing board ends, if sooner. Each Alternate Director shall hold office for four years, unless earlier removed by the governing board of the appointing Member. Each Alternate Director may be appointed to serve one or more additional four-year terms at the discretion of the appointing Member governing board.

- c. Notification of Appointment to Board of Directors. Each Member shall notify the Authority in writing of its designated representative and alternate on the Board of Directors.
- d. Officers.
 - i. Board Chairperson and Vice-Chairperson. A Board Chairperson and Vice-Chairperson shall be elected from the membership of the Board, and shall hold office for a period of one year commencing on or about July 1 of each year; provided however, that the first Chairperson and Vice-Chairperson shall hold office from the date of their appointment to June 30 of the ensuing year, or if his/her term on the Member governing board ends or until their successors take office, whichever is later; and provided, however, that the office shall be declared vacant if the person serving dies, resigns, or is removed by his or her Member as its representative on the Authority, or if his or her Member withdraws from this Agreement pursuant to any of the provisions hereof. The Vice-Chairperson will serve as Board Chairperson in the Board Chairperson's absence.
 - ii. Secretary. The Board shall appoint a Secretary, who shall be responsible for keeping and providing to all Members a copy of the minutes of all meetings of the Board and all other official records of the Authority. The Secretary may also be the Treasurer. The Secretary need not be a member of the governing board of a Member. The Secretary may be a consultant contracted by the Authority. The compensation of the Secretary shall be set by the Board.
 - iii. Treasurer. The Board shall appoint a Treasurer of the Authority from among the officers or employees of the Authority, who shall be the depository of funds and shall have custody of all money of the Authority, from whatever source. The Treasurer shall perform the duties specified in Government Code section 6505.5, Article V, section 5.3, and Article VII herein, and shall draw all warrants and pay demands against the Authority approved by the Board. The Treasurer may also be the Secretary. The Treasurer need not be a member of the governing board of a Member. The Treasurer may be a consultant contracted by the Authority. The compensation of the Treasurer shall be set by the Board.
 - iv. Legal Counsel. The Board may appoint legal counsel, who shall report to the Board of Directors.
 - v. Management Staff. The Board may hire a Plan Manager or other Authority lead to report to the Board of Directors.
 - vi. Additional Officers. The Board shall have the power to appoint such additional officers, as it deems necessary.

**JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE
COSUMNES GROUNDWATER AUTHORITY**

- e. Ad hoc and Standing Committees. From time to time, specific issues may arise that may require, in the view of the Board Chairperson, specialized or detailed efforts outside the routine activities of the Board of Directors meetings. At such times, the Board Chairperson may establish an ad hoc or standing committee to address those issues, appoint representatives to that committee and provide that committee with a specific mission or charter. Such committees shall meet as necessary at locations and times determined by their membership.
- f. Powers and Limitations. All the powers and authority of the Authority shall be exercised by the Board, subject however, to the rights reserved by the Members as herein set forth.
- g. Quorum/Board Action. A majority of all the Board shall (1) constitute a quorum of the purposes of transaction the Authority's business, and (2) be required for an affirmative vote for the Board to take action. Except as to actions identified in Section 4.3, below, those requiring a Supermajority vote, and the 6/7 vote requirement for bond issuance, the Board of Directors will conduct all business, once a quorum is established, by vote of a majority of the Directors present, and each Director shall have one (1) vote
- h. Principal Office. The Board of Directors shall establish the principal office of the Authority. The Board is hereby granted full power and authority to change its principal office from one location to another within the boundaries of the Authority. Any change shall be noted by the Secretary, but shall not be considered an amendment to this agreement.
- i. Meetings. The time and place of regular meetings of the Board shall be determined by resolution adopted by the Board. A copy of such resolution shall be furnished to each Member. The Board shall hold regular monthly meetings. Special meetings of the Board of Directors for any purpose may be called at any time by the Board Chairperson, the Vice Chairperson, the Secretary or any two Directors. All meetings shall be called, held, noticed, and conducted in the manner provided in the Brown Act.
- j. Minutes. The Secretary of the Authority shall cause to be kept minutes of all meeting of the Board. A copy of the approved minutes shall be forwarded to each member and made available on the Authority website.
- k. Operating Rules and Policies. The Board may adopt Operating Rules and Policies, and if adopted, shall supplement but not be in conflict with this Agreement, and may contain policies and procedures for the efficient operation of the Authority. In the event of conflict between this Agreement and other rules or procedures, the provisions of this Agreement shall govern.
- l. New Members. The Board shall have the authority, upon the approval of a Member 6/7 Vote to (1) approve new Members to the Authority, and (2) remove a Member, in which case the Board shall execute an addendum to this Agreement for those purposes. Any local agency that is a GSA within the Subbasin pursuant to Water Code section 10723, and which was not a Member of the Authority at the time of the Effective Date, is eligible to become a Member of the Authority subject to the requirements described herein. Upon submittal of an application for membership, new Members shall be admitted to

**JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE
COSUMNES GROUNDWATER AUTHORITY**

the Agency upon a 6/7 Vote so long as: 1) the new Member is located or has jurisdictional boundaries within the Basin; 2) the new Member is a local public agency or another entity authorized by SGMA that is qualified to join the Authority under the provisions of SGMA and the Act; and 3) the new Member agrees to the terms of this Agreement, including applicable financial obligations as determined by the Authority. Once an application is accepted by the Board of Directors, this Agreement is executed by an authorized representative of the new Member, and the new Member satisfies any applicable financial obligation of the new Member, the membership roster of the JPA shall be amended to reflect the new Member. A new Member shall be responsible for its share of Authority expenses as determined by the Authority/JPA Board at such time as a potential new member petitions for membership.

- m. Status of Officers and Employees. The public officer or officers or employees of the Authority who have charge of any funds or securities of the Authority shall be bonded and the Board shall designate the amount of their bond. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation and other benefits that apply to the activity of officers, agents or employees of any of the Members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents or employees appointed by the Board shall be deemed by reason of their employment by the Authority, to be employed by any of the Members, or by reason of their employment by the Authority to be subject to any of the requirements of such Members. All employees shall be at will.
- n. Liability of Board and Officers. The funds of the Authority may be used to defend, indemnify and hold harmless the Authority, any Director, officer, employee, or agent for actions taken within the scope of the authority of the Authority. Nothing herein shall limit the right of the Authority to purchase insurance to provide such coverage as is hereinabove set forth. Members, Directors, officers, agents and employees of the Authority, if any, shall use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties pursuant to this Agreement. To the fullest extent permitted by law, the Authority shall hold harmless, defend and indemnify the Members and their officers, employees and agents, and Directors, 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 arising out of the activities of the Authority or its Board, officers, employees or agents under this Agreement, up to the amount of the insurance carried by the Authority. These 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. However, to the extent that a claim for indemnification is made, and the liability associated with such request exceeds the insurance limits carried by the Authority, there shall be no obligation on the part of the Authority to make additional assessments against the other Members

**JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE
COSUMNES GROUNDWATER AUTHORITY**

of the Authority in order to indemnify a Member that has tendered a claim for indemnification.

Section 4.3 Member Supermajority Vote. A Supermajority Vote of the Members, as defined by Article I, section 1.1(p) is required for the following business of the Authority:

- rescission or termination of this Agreement as provided for in Article IX, section 9.1;
- amendment of this Agreement as provided for in Article X, section 10.1;
- amendments to the annual budget, consistent with Article V;
- decisions concerning property acquisition and ownership;
- decisions related to the expenditure or reimbursement of funds by the Authority beyond expenditures approved in the Authority’s annual budget, and concerning contracts exceeding monetary thresholds previously determined by the Board;
- adoption of Authority rules, regulations, policies, ordinances, bylaws and procedures, and any amendments thereto;
- decisions related to the establishment of the Members’ funding obligations for payment of the Authority’s operating and administrative costs;
- initiation or resolution of litigation or claims against the Authority; and
- assignment or delegation of the rights and duties of the Members as provided for in Article X, section 10.2.

**ARTICLE V
BUDGETS AND PAYMENTS**

Section 5.1 Budget. Each Fiscal Year, the Board shall adopt a Budget for the Authority for the ensuing Fiscal Year. The Budget shall be introduced to the Board no later than May and adopted in June of each year. The Budget must be adopted by a Supermajority Vote of the Board. Promptly following full execution of this Agreement, the Members agree to negotiate a separate funding agreement regarding the Initial Year budget, which shall be applicable from the Effective Date of this Agreement through June 30, 2022. The separate funding agreement may also address funding and related issues which may arise after June 30, 2022, including a Member’s consent to providing its share of the operating and administrative costs of the Authority through a groundwater fee program implemented by the Authority.

Section 5.2 Contributions and Expenses:

- a. Members shall share in the general operating and administrative and project costs of operating the Authority, as outlined in the annual budget documents. Each Member shall be responsible for contributing their respective share of such costs either: a) through an agreed upon contribution; b) as determined by any groundwater fee program for the Cosumnes Subbasin that may be developed by the Authority and implemented pursuant to Section 3.6j; or c) as otherwise agreed

**JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE
COSUMNES GROUNDWATER AUTHORITY**

upon either thru amendment to this agreement, or by way of a separate funding agreement, as described in Section 5.1, above.

- b. The Board of Directors may approve, from time to time, an advance or contribution to proposed projects or program specific activities. The reimbursement of these startup costs or contributions from subscribing Members will be required once the contemplated project or program is implemented as contained in the project/program agreement, unless the Board of Directors determines otherwise.
- c. Project or program specific expenses, performed at the request of, or on behalf of Members shall have dedicated funding sources as described and contained in the project/program agreement.
- d. It is understood that the Board may arrange for the payment of the expenses of the Authority through some other source, including but not limited to State or federal grants or loans.
- e. In accordance with Government Code section 6512.1, repayment or return to the Members of all or part of any contributions made by the Members may be directed by the Board at such time, and upon such terms as may be consistent with any indebtedness incurred by the Authority. The Authority shall hold title to all funds and property acquired by it during the term of this Agreement.
- f. Each Member's share of costs of the Authority, not otherwise covered by fees directly collected by the Authority, shall be assessed twice yearly, ordinarily in January and May. Such Member assessment payments shall be delivered to the Treasurer. Members shall pay assessments within thirty days of receiving assessment notice from the Treasurer.

Section 5.3 Depositary:

- a. The Board shall designate the Treasurer of the Authority, who shall be the depositary and have custody of all money of the Authority, 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 Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Member or any other person or entity.
- b. The Treasurer shall perform the duties specified in Government Code sections 6505 and 6505.5.
- c. The Board may transfer the responsibilities of Treasurer to any person or entity as the JPA Act may provide for, from time to time.
- d. All funds of the Authority, shall be strictly, and separately, accounted for; and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the Fiscal Year. The books and records of the Authority shall be open to inspection by the Members at all reasonable times, and by bondholders and lenders as and to the extent provided by resolution or indenture.
- e. The compensation of the Treasurer, if any, shall be set by the board.
- f. All expenditures within the designations and limitations of the applicable

**JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE
COSUMNES GROUNDWATER AUTHORITY**

approved Budget shall be made upon the approval of any officer so authorized by the Board in accordance with the Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the approval and written order of the Board. The Board shall requisition the payment of funds only upon approval of claims or disbursements and requisition for payment in accordance with rules, regulations, policies, procedures and bylaws adopted by the Board.

**ARTICLE VI
FINANCING**

Section 6.1 Member Authorization & Required Vote. The power of the Authority to issue revenue bonds or to incur other forms of indebtedness shall not be exercised until authorized by the Members, as set forth in Article 2, Title 1, Division 7 of the Government Code of the State of California (commencing at section 6540). A 6/7 Vote of the Members, as defined by Article I, Section 1.1(t), is required for the Authority to issue Bonds or other indebtedness.

Section 6.2 Other Indebtedness. The Board shall have the power and authority to issue bonds, notes and other indebtedness, and to execute leases, installment sale contracts or installment purchase contracts for the purposes and in accordance with procedures and requirements as permitted by law, and subject to the voting requirements set forth in Section 6.1.

**ARTICLE VII
ACCOUNTING AND AUDITS**

Section 7.1 Accounting Procedures. Full books and accounts shall be maintained for the Authority in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for like public entities. In particular, the Authority's Treasurer shall comply strictly with requirements of the JPA Act.

Section 7.2 Audit. A qualified firm, serving in the capacity of auditor, shall audit the records and the accounts of the Authority annually in accordance with the provisions of section 6505 of the JPA Act. Copies of such audit reports shall be filed with the State Controller and each Member within six months of the end of the Fiscal Year under examination.

**ARTICLE VIII
PROPERTY RIGHTS**

Section 8.1 Property. All property owned or acquired by the Authority shall be held in the name of the Authority for the benefit of the Members in accordance with the terms of this Agreement.

**JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE
COSUMNES GROUNDWATER AUTHORITY**

Section 8.2 Liabilities. As provided in Government Code, section 6508.1, the debts, liabilities and obligations of the Authority shall be the debts, liabilities or obligations of the Authority alone and not of the Members to this Agreement.

**ARTICLE IX
RESCISSION, TERMINATION, WITHDRAWAL, ASSIGNMENT**

Section 9.1 Rescission or Termination. This Agreement and the Authority may be terminated by a Supermajority Vote of the Members except during the outstanding term of any Authority indebtedness. Nothing in this Agreement shall prevent the Members from withdrawing as provided in this Agreement, or from entering into other joint exercise of power agreements.

Section 9.2 Disposition of Property Upon Termination. Upon termination of this Agreement, any surplus funds on hand shall be returned to the then Members in proportion to the contributions made. The Authority shall first offer any property, rights or interests in the Authority for sale to the Members for good and adequate consideration. If no such sale is consummated, the Authority shall offer such property, rights and interests for sale for any governmental agency, or other entity for good and adequate consideration. The net proceeds from any sale shall be distributed among the Members in proportion to the contributions made. If no such sale is consummated, then the property, rights and interests of the Authority shall be allocated to the Members in the same manner as the allocation of the net proceeds from a sale, unless otherwise agreed to by the Members.

Section 9.3 Withdrawal.

- a. A Member may unilaterally withdraw from this Agreement without requiring termination of this Agreement, effective upon ninety days' written notice to the Authority, provided that the withdrawing Members shall remain responsible for any indebtedness incurred by the Member, and further provided that the withdrawing Member pays or agrees to pay its share of debts, liabilities and obligations incurred by the Authority prior to the effective date of such withdrawal.
- b. In the event the withdrawing Member has any rights in any property or has incurred obligations to the Authority, the Member cannot sell, lease or transfer such rights or be relieved of its obligations, except in accordance with a written agreement executed by it and the Authority. The Authority may not sell, lease, transfer or use any rights of a Member who has withdrawn without first obtaining the written consent of the withdrawing Member.
- c. No refund or repayment of the initial commitment of funds shall be made to a Member ceasing to be a Member to this Agreement whether pursuant to this Section or any other Section of this Agreement. The refund or repayment of any other contribution shall be made in accordance with the terms and conditions upon which the contribution was made, or other agreement of the Authority and withdrawing Member.

**JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE
COSUMNES GROUNDWATER AUTHORITY**

- d. Upon withdrawal, any Member shall be entitled to use any data or other information owned and/or controlled by the Authority during its time as a Member. Further, should a Member withdraw from the Authority after adoption of the GSP by the Authority, it shall be entitled to utilize the GSP for implementation of SGMA within its boundaries to the extent otherwise authorized by SGMA in a manner that does not prevent the other Members from complying with SGMA. Any withdrawing Member shall be responsible for incurring the full cost of transferring any data such withdrawing Member requests.
- e. A Member may be involuntarily removed as a Member by Supermajority Vote of the Members as provided for in Article IV, section 4.2(1) of this Agreement.

**ARTICLE X
MISCELLANEOUS PROVISIONS**

Section 10.1 Amendments. This Agreement may be amended from time to time by Supermajority Vote of the Members.

Section 10.2 Binding on Successors. Except as otherwise provided in this Agreement, the rights and duties of the Members may not be assigned or delegated without a Supermajority Vote by the Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Authority then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Members hereto.

Section 10.3 Special Projects. Members may enter into special project agreements amongst themselves and with the Authority to achieve any of the purposes or activities authorized by this Agreement, and to share in the expenses and costs of such special project, for example, to share in funding infrastructure improvements within the boundaries of particular Members. Special project agreements must be in writing and documentation must be provided to each of the Members to this Agreement. No special project agreement undertaken pursuant to this Section 10.3 shall conflict with the terms of this Agreement or the GSP.

Members that enter into special project agreements agree that any special project expenses incurred for each such special project are the costs of the special project participants, respectively, and not of the Authority or any other Members to this Agreement not participating in the special project. All special project expenses shall be paid by the Members to the respective special project agreements and such participating Members shall indemnify, defend and hold harmless the Members who are not party to such Special Project Agreement.”

Section 10.4 Notice. Any notice or instrument required to be given or delivered under this Agreement may be made by: (a) depositing the same in any United States Post Office, postage prepaid, and shall be deemed to have been received at the expiration of 72 hours after its deposit in the United States Post Office; (b) transmission by facsimile copy to the addressee; (c) transmission by electronic mail; or (d) personal delivery.

**JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE
COSUMNES GROUNDWATER AUTHORITY**

Section 10.5 Counterparts. This Agreement may be executed by the Members in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together constitute but one and the same instrument.

Section 10.6 Choice of Law. This Agreement shall be governed by the laws of the State of California.

Section 10.7 Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement is held to be unlawful, invalid or unenforceable, it is hereby agreed by the Members that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

Section 10.8 Headings. The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Members to this Agreement.

Section 10.9 Construction and Interpretation. This Agreement has been arrived at through negotiation and each Member has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Member shall not apply in the construction or interpretation of this Agreement.

Section 10.10 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 Member 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 Members 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 Members. 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 2.3 and 2.4 of this Agreement shall guide the mediator(s). The costs of the mediator shall be equally borne by all Members involved in the mediation.

IN WITNESS WHEREOF, the Members have executed this Exercise of Joint Powers Agreement on the day and year first above-written.

**JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE
COSUMNES GROUNDWATER AUTHORITY**

Amador County Groundwater Management Authority, a GSA organized under the laws of the State of California

By _____

Date: _____

Agenda Date: _____

Item Number: _____

Resolution Number: _____

Reviewed and approved by Counsel

By _____

Gregory Gillott, Counsel for GSA

**JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE
COSUMNES GROUNDWATER AUTHORITY**

City of Galt, a California Municipal Corporation and GSA organized under the laws of the State of California

By _____
Lorenzo Hines Jr., City Manager

Date: _____

Reviewed and approved as to form:

By: _____
Frank Splendorio, Interim City Attorney

Reviewed and approved as to content:

By: _____
Mike Selling, Public Works Director

**JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE
COSUMNES GROUNDWATER AUTHORITY**

Clay Water District, a GSA organized under
the laws of the State of California

By _____

Date: _____

Agenda Date:

Item Number:

Resolution Number: _____

Reviewed and approved by Counsel

By

Rebecca Smith, Counsel for GSA

**JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE
COSUMNES GROUNDWATER AUTHORITY**

Galt Irrigation District, a GSA organized
under the laws of the State of California

By _____

Date: _____

Agenda Date:

Item Number:

Resolution Number: _____

Reviewed and approved by Counsel

By

Rebecca Smith, Counsel for GSA

**JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE
COSUMNES GROUNDWATER AUTHORITY**

**Omochumne-Hartnell Water District, a
GSA organized under the laws of the State of
California**

By _____
Kurt Kautz, Chairman

Date: _____

Agenda Date:

Item Number:

Resolution Number: _____

Reviewed and approved by Counsel

By

Rebecca Smith, Counsel for GSA

**JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE
COSUMNES GROUNDWATER AUTHORITY**

**SACRAMENTO COUNTY
GROUNDWATER SUSTAINABILITY
AGENCY**, a political subdivision of the State of
California

By: _____
Michael L. Peterson, Director
Department of Water Resources
Public Works & Infrastructure

Date: _____

*Signed by the Director under the
authority delegated by
Resolution Number 99-0327.*

Agreement approved by
Board of Supervisors:

Agenda Date: _____

Item Number: _____

Resolution Number:

Reviewed and Approved by County
Counsel

By:

William C. Burke, County Counsel

Date: _____

Agenda Item #2a1

**JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE
COSUMNES GROUNDWATER AUTHORITY**

**Sloughhouse Resource Conservation
District**, a GSA organized under the laws of
the State of California

By _____

Herb Garms, Chair

Date: _____

Agenda Date: _____

Item Number: _____

Resolution Number:

Reviewed and approved by Counsel

By _____

Scott Morris, Counsel for GSA

**COSUMNES SUBBASIN GROUNDWATER SUSTAINABILITY AGENCIES
INITIAL FUNDING AND REVENUE AGREEMENT FOR
IMPLEMENTATION OF A GROUNDWATER SUSTAINABILITY PLAN**

This initial Funding and Revenue Agreement ("Agreement") is entered into by and between the seven Groundwater Sustainability Agencies (GSAs) of the Cosumnes Subbasin, which are: Amador County Groundwater Management Authority ("Amador"), City of Galt ("City"), Clay Water District ("Clay"), Sacramento County Groundwater Sustainability Agency ("County")¹, Galt Irrigation District ("Galt ID"), Omochumne-Hartnell Water District ("OHWD"), and Sloughhouse Resource Conservation District ("Sloughhouse RCD"), each of which is a "Party" to or a "Member" of this Agreement.. Each of the parties to this Agreement shall individually be referred to as the "Party," or collectively, as the "Parties." This Agreement is effective as of the date the last Party signs the Agreement.

RECITALS:

WHEREAS, The Parties entered into and duly adopted a Framework Agreement in 2017 under which the Parties agreed to submit the Cosumnes Subbasin Groundwater Sustainability Plan (GSP) to the California Department of Water Resources (DWR) no later than January 31, 2022, which is the deadline for submission under the Sustainable Groundwater Management Act (SGMA). Following GSP submission, the Parties will begin implementation of the GSP; provided, that the governing boards of each Party approve the GSP, and

WHEREAS, the Parties entered into a Joint Exercise of Powers Agreement to form the Cosumnes Groundwater Authority (CGA), a Joint Powers Authority (JPA), on the last date a Party signed the JPA, and

¹The County of Sacramento and Sacramento County Water Agency combined constitute Sacramento County Groundwater Sustainability Agency and together will be treated as a single party to this agreement.

**COSUMNES SUBBASIN GROUNDWATER SUSTAINABILITY AGENCIES
INITIAL FUNDING AND REVENUE AGREEMENT FOR
IMPLEMENTATION OF A GROUNDWATER SUSTAINABILITY PLAN**

WHEREAS, the Parties now desire to enter into this Agreement to address the first year of funding to support the joint exercise of powers agreement (“Joint Powers Agreement”) establishing the CGA as a JPA in order to achieve the goals as identified in JPA Recital E, for implementing the GSP in the Cosumnes Subbasin; and

WHEREAS, the Parties have or intend to individually or collectively assess fees on irrigated acres, or contribute an agreed upon amount related to the amount of groundwater pumped in their respective jurisdictional boundaries, to generate estimated revenue in the amount of FOUR HUNDRED FORTY-FOUR THOUSAND, ONE-HUNDRED EIGHTY-FIVE DOLLARS (\$444,185) for the first year of GSP implementation (“First Year GSP Implementation Costs”); February 1, 2022 to June 30, 2022, and

WHEREAS, through the CGA the Parties intend to engage one or more consultants to develop and complete the SGMA First Annual Report and additional activities including, but not limited to, those listed in Exhibit 1 attached hereto, for the first year of GSP implementation pursuant to SGMA; and

WHEREAS, the estimated cost per Party for preparation and submittal of the Annual Report is included in Exhibit 1 (Cosumnes Groundwater Authority Fiscal Year 2021-2022 Estimated Expenses), which also itemizes other estimated costs for the first year of GSP implementation, in the total amount of the First Year GSP Implementation Costs. NOW, THEREFORE, the Parties, on the terms and conditions herein set forth, hereby agree as follows:

TERMS:

1. Subject to the direction and prior approval of the Parties through the CGA JPA, the Authority, or designated GSA, shall execute an agreement or agreements with one or more

COSUMNES SUBBASIN GROUNDWATER SUSTAINABILITY AGENCIES
INITIAL FUNDING AND REVENUE AGREEMENT FOR
IMPLEMENTATION OF A GROUNDWATER SUSTAINABILITY PLAN

Consultants to conduct the activities as listed in, but not limited to, Exhibit 1, pursuant to the terms below.

2. The Parties shall each pay their proportionate share of the estimated First Year GSP Implementation Costs for their GSA, as delineated in Exhibit 2 hereto ("Fiscal Year 2021-2022 Member Contributions"). The total amount described in Exhibit 2 shall be considered the JPA Budget for Fiscal Year 2021-2022, per Section 5.1 of the JPA Agreement.

3. Should the fees generated by individual GSAs assessments for Fiscal Year 2021-22 fall short of the anticipated amount, then that GSA's Member Contribution (as reflected in Exhibit 2) and the total budget shall be reduced to match the revenue received, or otherwise identified by JPA.

4. A Party, or other entity, may contribute funding to compensate for any budget shortages .

5. Should the Fiscal Year 2021-2022 Member Contribution funds collected by the JPA Treasurer from the GSA Members be less than anticipated then the overall budget will be reduced to match the revenue received.

6. In the event that any additional entity becomes a Party to the JPA or this Agreement, or contributes money for GSP implementation, JPA Section 4.2(1) shall govern the amount of the new Party's contribution and the proportionate decrease and refund of the other Parties' respective contributions, if any, or specify what JPA activities the new Party's contribution will fund in addition to what has been funded by the existing Fiscal Year 2021-2022 Member Contributions.

**COSUMNES SUBBASIN GROUNDWATER SUSTAINABILITY AGENCIES
INITIAL FUNDING AND REVENUE AGREEMENT FOR
IMPLEMENTATION OF A GROUNDWATER SUSTAINABILITY PLAN**

7. The JPA's retention of consultants under this Agreement is contingent and expressly dependent on the condition precedent that the CGA JPA receives the full amount of Fiscal Year 2021-2022 Member Contributions from each GSA. If the CGA JPA does not receive the full amount of Fiscal Year 2021-2022 Member Contributions identified in Exhibit 2, the contributing Parties may seek a reduction in the overall budget identified in Exhibit 1.

8. Each Party shall make payment of its Fiscal Year 2021-2022 Member Contribution to the CGA as identified in Exhibit 2 by either: (1) two installment payments totaling the amount of the total Fiscal Year 2021-2022 Member Contribution for such GSA, with the first payment due within 30 days of receiving fees collected from the first distribution of the direct levy on Sacramento County tax rolls and the second payment due within 30 days of receiving fees collected from the second distribution of the direct levy on Sacramento County tax rolls or, (2) full payment of the Fiscal Year 2021-2022 Member Contribution within 30 days of receiving fees collected from the first distribution of the direct levy on Sacramento County tax rolls and .

9. In-kind contributions are appropriate and recognized as satisfactory to meet the cost share requirements of a Party. Any in-kind contributions proposed to be substituted, in whole or in part, for monetary payment of a Party's Fiscal Year 2021-2022 Member Contribution must be part of the fiscal year 2021-2022 approved budget and approved in advance by the CGA Board of Directors.

10. GSP implementation expenses accrued by a Party before the adoption of this Agreement are appropriate and recognized as creditable towards that Party's Fiscal Year 2021-2022 Member Contribution requirement. Any previously accrued expenses, e.g. monitoring costs from 2021, proposed to be credited or substituted for all or part of a Party's 2021-2022 Member

**COSUMNES SUBBASIN GROUNDWATER SUSTAINABILITY AGENCIES
INITIAL FUNDING AND REVENUE AGREEMENT FOR
IMPLEMENTATION OF A GROUNDWATER SUSTAINABILITY PLAN**

Contribution must be part of the fiscal year 2021-2022 approved budget and approved by the CGA Board of Directors.

11. In the event that the actual costs to complete the first year of GSP implementation are less than the TOTAL estimated cost set forth in Exhibit 1, the remaining funds held by the JPA shall be refunded to each GSA based on their proportional share of Fiscal Year 2021-2022 Member Contributions, or placed in reserve, as determined by the CGA Board of Directors.

12. Reserves, defined as any excess funds in fiscal year 21-22, or any funds from costs being less than JPA Member Contributions, may be used to fund an amendment, or successor agreement, to this Agreement, or refunded to GSAs, as determined by the CGA Board of Directors.

13. To the extent there is any conflict between the terms of this Agreement and the JPA the JPA shall control.

Agenda Item #2a2

ATTACHMENT 3

COSUMNES SUBBASIN GROUNDWATER SUSTAINABILITY AGENCIES
 INITIAL FUNDING AND REVENUE AGREEMENT FOR
 IMPLEMENTATION OF A GROUNDWATER SUSTAINABILITY PLAN

**Exhibit 1: Cosumnes Groundwater Authority Fiscal Year 2021-2022 Expenses
 Year One Groundwater Sustainability Plan Implementation**

<u>Expense</u>	<u>JPA Expense Amount</u>	<u>DOC-DWR Grants SAFCA Contribution</u>
Establish Organization	\$25,000	
Prepare DWR Grant*	\$35,000	\$5,000
Monitoring	\$30,000	
Data Management System	\$15,000	
Public Outreach*	-	\$10,000
GSA Coordination	\$20,000	
Legal	\$30,000	
Financial Audit	\$20,000	
Personnel	\$90,000	
Data Gaps	\$25,000	
Annual Report	\$53,000	
Contingency	\$1,185	
Post-GSP Fee Establishment	\$100,000	
Voluntary Fallowing*	-	\$15,000
Ag-MAR**	-	\$160,000
GW Banking***	-	\$40,000
Total	\$444,185	\$230,000

* Department of Conservation (DOC) Grant Funding

** DOC, DWR Sustainable Groundwater Management Office Grants, and Sacramento Area Flood Control Agency (SAFCA) Contribution

*** DOC Grant, SAFCA Contribution

Agenda Item #2a2

ATTACHMENT 3

**COSUMNES SUBBASIN GROUNDWATER SUSTAINABILITY AGENCIES
INITIAL FUNDING AND REVENUE AGREEMENT FOR
IMPLEMENTATION OF A GROUNDWATER SUSTAINABILITY PLAN**

**Exhibit 2: Cosumnes Groundwater Authority Fiscal Year 2021-2022
GSA Estimated Revenue and Contributions
Other DOC/DWR Grants and SAFCA Contributions**

<u>GSA</u>	<u>Estimated Revenue and Contribution Amount</u>
City of Galt	\$15,000
Amador Groundwater Authority	\$5,000
Galt Irrigation District	\$161,807
Clay Water District	\$21,889
Omochumne-Hartnell Water District	\$24,893
Sloughhouse Resource Conservation District	\$150,762
County of Sacramento	\$64,834
Total JPA Revenue/Contributions	\$444,185
<u>OTHER</u>	<u>Estimated Amount</u>
SAFCA Contributions and DOC/DWR grants	\$230,000
Total	\$674,185

Agenda Item #2a2

ATTACHMENT 3

**COSUMNES SUBBASIN GROUNDWATER SUSTAINABILITY AGENCIES
INITIAL FUNDING AND REVENUE AGREEMENT FOR
IMPLEMENTATION OF A GROUNDWATER SUSTAINABILITY PLAN**

Amador County Groundwater Management Authority, a GSA organized under the laws of the State of California

By _____

Date: _____

Agenda Date: _____

Item Number: _____

Resolution Number: _____

Reviewed and approved by Counsel

By _____

Gregory Gillott, Counsel for GSA

COSUMNES SUBBASIN GROUNDWATER SUSTAINABILITY AGENCIES
INITIAL FUNDING AND REVENUE AGREEMENT FOR
IMPLEMENTATION OF A GROUNDWATER SUSTAINABILITY PLAN

City of Galt, a California Municipal Corporation
and GSA organized under the laws of the State
of California

By _____
Lorenzo Hines Jr., City Manager

Date: _____

Reviewed and approved as to form:

By: _____
Frank Splendorio, Interim City Attorney

Reviewed and approved as to content:

By: _____
Mike Selling, Public Works Director

Agenda Item #2a2

ATTACHMENT 3

**COSUMNES SUBBASIN GROUNDWATER SUSTAINABILITY AGENCIES
INITIAL FUNDING AND REVENUE AGREEMENT FOR
IMPLEMENTATION OF A GROUNDWATER SUSTAINABILITY PLAN**

Clay Water District, a GSA organized under the laws of the State of California

By _____

Date:

Agenda Date:

Item Number:

Resolution Number: _____

Reviewed and approved by Counsel

By

Rebecca Smith, Counsel for GSA

Agenda Item #2a2

ATTACHMENT 3

**COSUMNES SUBBASIN GROUNDWATER SUSTAINABILITY AGENCIES
INITIAL FUNDING AND REVENUE AGREEMENT FOR
IMPLEMENTATION OF A GROUNDWATER SUSTAINABILITY PLAN**

Galt Irrigation District, a GSA organized under
the laws of the State of California

By _____

Date:

Agenda Date:

Item Number:

Resolution Number: _____

Reviewed and approved by Counsel

By

Rebecca Smith, Counsel for GSA

Agenda Item #2a2

ATTACHMENT 3

COSUMNES SUBBASIN GROUNDWATER SUSTAINABILITY AGENCIES
INITIAL FUNDING AND REVENUE AGREEMENT FOR
IMPLEMENTATION OF A GROUNDWATER SUSTAINABILITY PLAN

Omochumne-Hartnell Water District, a GSA
organized under the laws of the State of California

By _____

Kurt Kautz, Chairman

Date:

Agenda Date:

Item Number:

Resolution Number: _____

Reviewed and approved by Counsel

By

Rebecca Smith, Counsel for GSA

COSUMNES SUBBASIN GROUNDWATER SUSTAINABILITY AGENCIES
INITIAL FUNDING AND REVENUE AGREEMENT FOR
IMPLEMENTATION OF A GROUNDWATER SUSTAINABILITY PLAN

**SACRAMENTO COUNTY GROUNDWATER
SUSTAINABILITY AGENCY**, a political
subdivision of the State of California

By: _____
Michael L. Peterson, Director
Department of Water Resources
Public Works & Infrastructure

Date: _____

Signed by the Director under the
authority delegated by
Resolution Number 99-0327.

Agreement approved by
Board of Supervisors:

Agenda Date: _____

Item Number: _____

Reviewed and Approved by County Counsel
By:

William C. Burke, County Counsel

Date: _____

Sloughhouse Resource Conservation District,
a GSA organized under the laws of the State of
California

By _____

Agenda Item #2a2

ATTACHMENT 3

COSUMNES SUBBASIN GROUNDWATER SUSTAINABILITY AGENCIES
INITIAL FUNDING AND REVENUE AGREEMENT FOR
IMPLEMENTATION OF A GROUNDWATER SUSTAINABILITY PLAN

Herb Garms, Chair

Date: _____

Agenda Date: _____

Item Number: _____

Resolution Number: _____

Reviewed and approved by Counsel

By _____

Scott Morris, Counsel for GSA



SLOUGHHOUSE

Resource Conservation District
HERALD | SLOUGHHOUSE | WILTON

Cosumnes Groundwater Authority Board of Directors Appointment

The business of the Cosumnes Groundwater Authority shall be conducted by a Board of Directors consisting of one appointed Director by each of the Members. Each Director shall be appointed by the Member Agency governing board in accordance with any Member Agency requirements. Each Director of the Authority shall be a member of the governing board of the Member or GSA for the duration of their term as a Director of the Authority. Each Director shall serve a four-year term, or until their role on the Member’s governing board ends, if sooner. Each Director shall hold office until their successor is elected and qualifies for office, unless earlier removed by the governing board of the appointing Member. Each Director may be appointed to serve one or more additional four-year terms at the discretion of the appointing Member governing board. An Alternate Director shall serve in the capacity of the Director if the Director is unable to conduct the business of the authority. Alternate Directors of the Authority need not be a member of the governing board of the Member or GSA. Each Alternate Director shall serve a four-year term, or until their role on the Member’s governing board ends, if sooner. Each Alternate Director shall hold office for four years, unless earlier removed by the governing board of the appointing Member. Each Alternate Director may be appointed to serve one or more additional four-year terms at the discretion of the appointing Member governing board. Each Member shall notify the Authority in writing of its designated representative and alternate on the Board of Directors.

Sloughhouse Resource Conservation District Representatives:

Designated Representative: _____

Designated Alternate Representative: _____

I, the undersigned, hereby certify that I am the duly appointed and acting Secretary of the Sloughhouse Resources Conservation District, and that at a meeting of the Board of Directors of the District held on November 10, 2021 that the above representatives were appointed by the Board of Directors and this decision has not been rescinded or amended since the date of its adaptation and that it is now in full force and effect.

Austin Miller, SRCD Secretary

Date

Agenda Item #3

MEMORADUM OF AGREEMENT FOR INTERIM ADMINISTRATIVE SERVICES FOR COSUMNES GROUNDWATER AUTHORITY

This agreement (“Agreement”) is by and between the **Cosumnes Groundwater Authority**, a Joint Powers Authority (“Authority” or “JPA”) and Sloughhouse Resource Conservation District, a special district organized under the California Public Resources Code (“Sloughhouse RCD” or “SRCD”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the agreement, unless otherwise specified in Article 5 (Term of Agreement).

Recitals

- A. On January 1, 2015, comprehensive groundwater legislation collectively enacted and referred to as the “Sustainable Groundwater Management Act” (“SGMA”) became effective.
- B. On ____, 2021 the Galt Irrigation District, Omochumne-Hartnell Water District Clay Water District, The City of Galt, Sloughhouse RCD, Amador County Groundwater Management Authority, and the County of Sacramento entered into a Joint Exercise of Powers Agreement. This agreement formed the Cosumnes Groundwater Authority.
- C. The Members of the Cosumnes Groundwater Authority are each exclusive GSAs in the San Joaquin Valley, Cosumnes Subbasin, Basin Number 5-2216, as identified in Department of Water Resources (DWR), Bulletin 118 (“Basin” or “Subbasin”).
- D. The Members of the Cosumnes Groundwater Authority have identified the following goals:
 - 1. Work collaboratively to comply with SGMA.
 - 2. Create a unified voice to advocate and respond to legislative, regulatory and policy matters of importance to the Basin.
 - 3. Develop a process for Members to discuss, prioritize and act on matters of priority and interest relating to management of the Basin.
 - 4. Implement the GSP for the Basin that has been adopted by the governing bodies for the GSAs.
 - 5. Seek and secure grant or other funding to implement the GSP and otherwise provide for and ensure the ongoing sustainability of the Basin.
 - 6. Work collaboratively with the GSA’s or other entities managing the adjoining South American and Eastern San Joaquin basins.
- E. The Cosumnes Groundwater Authority needs staff support to establish policies, processes, and procedures to carry out its work. Additionally, staff support will be needed immediately to comply with SGMA deadlines (i.e., preparation and submission of an Annual Report).

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

Agenda Item #3

Agreement

1. **Recitals**

1.1. The above recitals are true and correct.

2. **List of Exhibits**

2.1. The following exhibits are attached hereto and incorporated herein:

- 2.1.1. Exhibit A: Scope of Work
- 2.1.2. Exhibit B: Schedule of Costs
- 2.1.3. Exhibit C: Estimated Cost of Scope of Work
- 2.1.4. Exhibit D: Insurance Requirements

3. **Scope of Services**

3.1. *Sloughhouse RCD's Specified Services:* Sloughhouse RCD shall perform the services described in Exhibit A ("Scope of Work"), within the times or by the dates provided for in Exhibit A and pursuant to Article 9 (Persecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

3.2. *Cooperation with Authority:* Sloughhouse RCD shall cooperate with Authority in the performance of all work hereunder. Sloughhouse RCD shall coordinate the work with Authority's Board Chair. Contact information and mailing Address:

Sloughhouse Resource Conservation District	Cosumnes Groundwater Authority
District Manager: Austin Miller 8698 Elk Grove Blvd., Suite 1-207 Elk Grove Blvd., CA 95624 Phone: 916-526-5447 email: Austin@SloughhouseRCD.org	Board Chair: Phone: email:
Remit invoices to: Same address as above or email: info@SloughhouseRCD.org	Remit payments to: Same address as above or email:

3.3. *Performance Standard and Standard of Care:* Sloughhouse RCD hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the requirements of a reasonable professional having knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state, and local laws. Sloughhouse RCD recognizes that Authority has relied upon the professional ability and training of Sloughhouse RCD as a material inducement to enter into this agreement.

3.4. *Assigned Personnel:*

- 3.4.1. Sloughhouse RCD shall assign only competent personnel to perform work hereunder. In the event that at any time Authority, in its sole discretion, desires the removal of any person or persons assigned by Sloughhouse RCD to perform work

Agenda Item #3

hereunder, Sloughhouse RCD shall remove such person or persons immediately upon receiving written notice from Authority.

3.4.2. Any and all person identified in the Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Authority to be key personnel whose services were a material inducement to Authority to enter into this Agreement, and without whose service Authority would not have entered into this Agreement. Sloughhouse RCD shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Authority.

3.4.3. In the event that any of Sloughhouse RCD's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Sloughhouse RCD's control, Sloughhouse RCD shall be responsible for timely provision of adequately qualified replacements.

4. Payment

4.1. *Total Costs*: Total costs under this Agreement shall not exceed \$ _____.

4.2. *Method of Payment*: Sloughhouse RCD shall be paid in accordance with the following terms:

4.2.1. *Rates and Expenses*: Sloughhouse RCD shall be paid current weighted labor rates, including overhead, for Sloughhouse RCD staff performing work under this Agreement plus actual costs of applicable materials. Weighted labor rates, as of September 1, 2021, are listed in Exhibit B (Sample Rates and Expenses). Rates are subject to change.

4.2.2. *Initial Commitment of Funds under the JPA*: Work performed by the Sloughhouse RCD, up to \$ _____ shall be credited by the Authority towards the Sloughhouse RCD's initial commitment of funds under the JPA.

4.2.3. *Subsequent Payments*: Sloughhouse RCD shall be paid for work that exceeds the initial commitment of funds.

4.3. *Invoices*: Sloughhouse RCD shall submit its bills in arrears of a monthly basis, based on work completed for the period. The bills shall show or include:

- a. Sloughhouse RCD name
- b. Name of Agreement
- c. Task performed with an itemized description of services rendered
- d. Summary of work performed by subconsultants, as described in Paragraph 13.3
- e. Time in half hours devoted to the task
- f. Hourly rate or rates of the persons performing the task
- g. List of reimbursable materials and expenses
- h. Copies of receipts for reimbursable materials and expenses

Agenda Item #3

5. **Term of Agreement**

5.1. This Agreement shall terminate on June 30, 2022, unless terminated earlier in accordance with the provisions of Article 6 (Termination), or extended in accordance with Article 9 (Prosecution of Work).

6. **Termination**

6.1. Either party may terminate this Agreement by giving ninety (90) calendar days advance written notice to the other party of its intent to terminate this Agreement. Sloughhouse RCD's right to terminate may be exercised by Sloughhouse RCD's Board of Directors.

7. **Mutual Indemnification**

7.1. Each Party shall indemnify, defend, protect, hold harmless, and release the other its officers, agents and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from, in connection with, or caused by any willful misconduct or negligent act or omission of such indemnifying party or its agents, employees, contractor, subcontract, or invitees. This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages or compensation payable to or for the indemnifying party or its agents, employees, contractors, subcontractors, or invites under workers' compensation acts, disability benefit acts, or other employee benefits acts.

8. **Insurance**

8.1. With respect to performance of work under this Agreement, Sloughhouse RCD shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C.

9. **Prosecution of Work**

9.1. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, or by other events beyond Sloughhouse RCD's control, the time for Sloughhouse RCD's performance of this Agreement shall be extended as reasonably required to recover from the delay.

10. **Extra or Changed Work**

10.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by the Sloughhouse RCD's District Manager. The parties expressly recognize that Authority personnel are without authorization to order all other extra or changed work or waive agreement requirements. Failure of Sloughhouse RCD to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Sonoma RCD shall be entitled to no compensation whatsoever for the performance of such work. Sloughhouse

Agenda Item #3

RCD further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Authority.

11. Representations of Sloughhouse RCD

- 11.1. *Status of Sloughhouse RCD:* Sloughhouse RCD, in performing the services specified herein, is an independent contractor and shall control the work and the manner in which it is performed. Sloughhouse RCD is not an agent or employee of Authority and is not entitled to participate in an pension plan, worker's compensation plan, insurance, bonus, or similar benefits. In the event Authority exercises its right to terminate this Agreement pursuant to Article 6 (Termination, Sloughhouse RCD expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 11.2. *Taxes:* Sloughhouse RCD agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Sloughhouse RCD agrees to indemnify and hold Authority harmless from any liability which it may incur to the United States or the State of California or to any other public entity as a consequence of Sloughhouse RCD's failure to pay, when due, all such taxes and obligations. If Authority is audited for compliance regarding any withholding or other applicable taxes, Sloughhouse RCD agrees to furnish Authority with proof of payment of taxes on these earnings.
- 11.3. *Records Maintenance:* Sloughhouse RCD shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Authority for inspection at any reasonable time. Sloughhouse RCD shall maintain such records for a period of four (4) years following completion of work hereunder.
- 11.4. *Conflict of Interest:* Sloughhouse RCD covenants that it presently has no interest and that it will acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Sloughhouse RCD further covenants that no person in its employ having any such interests shall be assigned to performance of any task associated with this Agreement. In addition, if required by law or requested of do so by Authority, Sloughhouse RCD shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Authority within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 11.5. *Nondiscrimination:* Sloughhouse RCD shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited

Agenda Item #3

basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

11.6. *Assignment of Rights:* All copyrightable work completed by Sloughhouse RCD under this Agreement are works-for-hire under the US copyright laws, and Authority will be the owner and copyright proprietor of all right and title to that work, regardless of its stage of completion. If, for any reason, the work produced is determined not to be a work made for hire, Sloughhouse RCD hereby transfers and assigns all right, title and interest, including copyright, trademark, and patent, in and to all versions of the plans and specifications, if any, now or later prepared by Sloughhouse RCD in connection with this Agreement. Sloughhouse RCD agrees to take such actions are necessary to protect the rights assigned to Authority in this Agreement, and to refrain from taking any action which would impair those rights. Sloughhouse RCD's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Authority may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Authority. Sloughhouse RCD shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Authority.

11.7. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Sloughhouse RCD or Sloughhouse RCD's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of the Authority. Sloughhouse RCD shall deliver such materials to the Authority upon request in their final form and format. Such materials shall be and will remain the property of the Authority without restriction or limitation. Document drafts, notes, and emails of Sloughhouse RCD and Sloughhouse RCD's subcontractors, consultants, and other agents shall remain the property of those persons or entities.

12. **Demand for Assurance**

12.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 12 limits the Authority's right to terminate this Agreement pursuant to Article 6 (Termination).

Agenda Item #3

13. **Assignment and Delegation**

- 13.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 13.2. *Subcontracts:* Notwithstanding the foregoing, Sloughhouse RCD may enter into subcontracts with subconsultants to perform the work specified in this Agreement.
- 13.3. *Summary of Subconsultants' Work:* At each Board of Directors meeting, Sloughhouse RCD shall provide the Authority with a summary of all work performed by Sloughhouse RCD and all subconsultants since the preceding meeting. Such summary shall identify the individuals/subconsultants performing work and the total amount paid broken down by the tasks listed in the Scope of Work.

14. **Method and Place of Giving Notice, Submitting Bills, and Making Payments**

- 14.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.
- 14.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 14.

15. **Miscellaneous Provisions**

- 15.1. *No Waiver of Breach:* The waiver by the Authority of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in the Agreement.
- 15.2. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Sloughhouse RCD and the Authority acknowledge that they have each contributed to the making this Agreement and that, in the event of a dispute over the interpretation of this

Agenda Item #3

Agreement, the language of the Agreement will not be construed against one party in favor of the other. Sloughhouse RCD and the Authority acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

- 15.3. *Consent:* Wherever in this Agreement the consent or approval of one party is required for an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 15.4. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any right rights in third parties.
- 15.5. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Sacramento County, California.
- 15.6. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 15.7. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the include terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 15.8. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 15.9. *Time of Essence:* Time is an shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date last signed by the parties to the Agreement.

Sloughhouse Resource Conservation District	Cosumnes Groundwater Authority
By:	By:
Herb Garms Board Chair, Sloughhouse RCD	Board Chair, Cosumnes Groundwater Authority
Date:	Date:

Agenda Item #3

Exhibit A Scope of Work

1. Commencement of Work

- 1.1. Sloughhouse RCD is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

2. Tasks

Task 1: Serve as Cosumnes Groundwater Authority Administrator

- a. Assist the Board of Directors in carrying out their policies and procedures.
- b. Serve as the Board Clerk.

Task 2: SGMA Activities

- a. Serve as the Interim Cosumnes Subbasin Groundwater Sustainability Plan's Plan Manager and be responsible for the implementation of said Plan.
- b. Contract with consultants for SGMA related activities including, but not limited to, preparation of an Annual Report to DWR, gathering data from the Cosumnes Subbasin Monitoring Network for Water Year 2022, and maintenance of a Data Management System.

Task 3: Outreach and Engagement

- a. Serve as the Cosumnes Subbasin Public Information Officer and respond to all questions/requests from the public, media, and other stakeholders. Coordinate with GSA reps as warranted.
- b. Coordinate the creation and implementation of a Cosumnes Subbasin Citizen Advisory Committee.

Task 4: Contract and Fiscal Management

- a. Serve as the Cosumnes Groundwater Authority Treasurer.
- b. Assist Watershed Coordinator with identifying and pursuing funding opportunities.
- c. Provide oversight of Cosumnes Groundwater Authority contracts.

Task 5: Miscellaneous

- a. Work with the Board of Directors to identify staffing needs and recruit staff as needed.
- b. Work collaboratively with the Cosumnes Subbasin Watershed Coordinator to ensure adequate staffing is provided to all tasks.
- c. Other tasks and responsibilities identified by the Board of Directors and agreed to by Sloughhouse RCD.

Exhibit B Schedule of Costs

PERSONNEL	
Title	Hourly Rate
SRCD District Manager	\$80.00
EXPENSES	
Item	Cost
Services (technical consultants)	at cost
Printing	at cost
Postage/mailing	at cost
Supplies	at cost
Mileage	\$0.56

Agenda Item #3

Exhibit C Estimated Budget for Scope of Work

Task	Estimated Hours Month FY21-22	Estimated Budget Month FY21-22
Task 1: GSA Board Meeting Activities	15 105	\$1,200 \$8,400
Task 2: SGMA Activities	25 175	\$2,000 \$14,000
Task 3: Outreach and Engagement	15 105	\$1,200 \$8,400
Task 4: Contract and Fiscal Management	15 105	\$1,200 \$8,400
Task 5: Miscellaneous	10 70	\$800 \$5,600
Total	80 560	\$6,400 \$44,800

Exhibit D Insurance Requirements

Sloughhouse RCD shall maintain insurance and/or self-insurance as described below unless such insurance has been expressly waived in writing by Authority.

- a. Workers Compensation insurance with statutory limits as required by Labor Code of the State of California, and Employers Liability with minimum limits of \$X,000,000 per accident; \$X,00,000 disease per employee, \$X,00,000 disease per policy.
- b. Commercial General Liability Insurance with Minimum Limits: \$1,000,000 per occurrence; \$3,000,000 general aggregate; \$3,000,000 products/completed operations aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance.
 - b.1. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. Sloughhouse RCD is responsible for any deductible or self-insured retention and shall fund it upon GSA's written request, regardless of whether Sloughhouse RCD has a claim against the insurance or is named as party in any action involving Authority.
 - b.2. Authority shall be endorsed as an additional insured for liability arising out of operations by, or on behalf of, the Sloughhouse RCD in the performance of the Agreement.
 - b.3. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 - b.4. The policy shall cover inter-insured suits between the additional insureds and Sloughhouse RCD and include a "separation of insureds" or "severability" clause which treats each insured separately.
- c. Automobile Liability Insurance with Minimum Limit of \$X,000,000 combined single limit per accident. Automobile Insurance shall apply to all owned, hired, and non-owned autos.
- d. Professional Liability/Errors and Omissions Insurance with Minimum Limit of \$X,000,000 per claim or per occurrence. Any deductible or self-insured retention shall be shown on the Certificate of Insurance.
- e. The Certificate of Insurance must include the following reference: Cosumnes Groundwater Authority.
- f. All required Evidence of Insurance shall be submitted to GSA. Within 3 business days of the Effective Date. Sloughhouse RCD agrees to maintain current Evidence of Insurance on file with Authority for the entire term of this Agreement.

Agenda Item #5a

DISCUSSION DRAFT

Memorandum of Understanding Establishing a South American Subbasin Sustainable Groundwater Management Act Executive Implementation Committee and General Manager Committee and Identifying Cost Share Provisions for Groundwater Sustainability Plan Implementation

This Memorandum of Understanding (“**MOU**”) is entered into and effective this ___ day of ____, 2021 by and among the Sacramento County Groundwater Sustainability Agency¹; Sacramento Central Groundwater Authority (SCGA), a joint powers authority; Northern Delta Groundwater Sustainability Agency (NDGSA), a joint powers authority; Omochumne-Hartnell Water District (OHWD), a California Water District; and Sloughouse Resource Conservation District, (SRCD) a California Resource Conservation District. (each a “**Party**” and collectively, the “**Parties.**”)

RECITALS

WHEREAS, the 2014 Sustainable Groundwater Management Act (“**SGMA**”) empowers local agencies to adopt and implement groundwater sustainability plans (“**GSP**”) in order to provide for the sustainable management of groundwater basins; and

WHEREAS, SGMA recognizes and supports the primacy of local agencies in managing groundwater within their boundaries, and promotes coordination and collaboration among those local agencies in order to ensure sustainable groundwater management; and

WHEREAS, the Sacramento Valley- South American Sub-basin (DWR Bulletin 118, 5- 21.65) (“**Basin**”) is an unadjudicated groundwater basin that has been classified as a High Priority basin by the California Department of Water Resources (“**DWR**”), and which therefore must be governed by a GSP, or coordinated GSPs, no later than January 31, 2022; and

WHEREAS, each of the Parties is a local agency within the meaning of Water Code section 10721(m) with authority to adopt and implement a GSP in the Basin; and

WHEREAS, pursuant to County Resolution 2017-0201, the County of Sacramento has accepted responsibility for those portions of the Basin for which no exclusive GSA has been designated (“**Unmanaged Areas**”), such that the entire basin is included within the jurisdiction of a GSA; and

¹ Sacramento County Groundwater Sustainability Agency includes the County of Sacramento, a political subdivision of the State of California, and Sacramento County Water Agency, formed pursuant to the Sacramento County Water Agency Act (Water Code Uncodified Act Section 6730a).

WHEREAS, SGMA requires the attainment of sustainability in the South American Subbasin by January 31, 2042; and

WHEREAS, SGMA requires GSAs to submit annual reports to DWR each April 1 following adoption of a groundwater sustainability

WHEREAS, the South American Subbasin GSP must be evaluated every five years, beginning January 31, 2027; and

WHEREAS, it is the intent of the Parties to fulfill the requirements of SGMA and implement a single Basin-wide GSP; and

WHEREAS, it is the intent of the Parties to provide a structure in which to collaborate and share costs in the administration of that GSP; and to ensure that each Party appropriately bears the costs of GSP implementation in its own jurisdiction, and no others,

THEREFORE, the follow terms and agreements are affirmed.

AGREEMENT

Definitions.

The following terms shall have the following meanings.

- (a) "Administrative Agency" means the entity designated under Section 8 of this MOU to represent the subbasin to DWR as the point of contact, prepare the annual report, administer the activities of the Working Group and Executive Committee, coordinate public outreach, coordinate with consultants on behalf of the Parties and at the direction of the Working Group, invoice costs pursuant to this MOU, and oversee compliance with any other basinwide SGMA requirements.
- (b) "Basin" means the Sacramento Valley – South American Subbasin, as described in DWR Bulletin 118, Basin No. Basin 5-21-05.
- (c) "GSA" means a Groundwater Sustainability Agency, established and authorizes pursuant to Water Code section 10723.8.
- (d) "GSP" means a Groundwater Sustainability Plan developed under the Sustainable Groundwater Management Act.
- (e) "Annual Report" means the annual reports required under SGMA for submittal to DWR each April 1 following adoption of a groundwater sustainability plan.
- (f) "Five Year (5-year) Update" means actions taken to comply with Water Code Section 10728.2, which states, "A groundwater sustainability agency shall periodically evaluate its groundwater sustainability plan, assess changing conditions in the basin that may warrant modification of the plan or management objectives, and may adjust components in the plan. An evaluation of the plan shall focus on determining whether the actions under the plan are meeting the plan's management objectives and whether those objectives are meeting the sustainability goal in the basin."

- (g) "Implementation" for the purpose of this MOU means carrying out the necessary actions and reporting to implement the adopted GSP and comply with SGMA, including, but not limited to, preparing annual reports and developing and adopting five-year updates to the GSP.
- (h) "Unmanaged Areas" means those portions of the Basin for which the County, in the absence of any other GSA election, has accepted responsibility as a GSA pursuant to County Resolution No. 2017-0201 or successor resolutions. For purposes of cost sharing and Working Group governance, the County's allocable area shall include only the Unmanaged Areas.
- (i) "Implementation Executive Committee" (Executive Committee) means the GSA designated members convened pursuant to the GSP MOU, for the purposes of providing recommendations related to maintaining a SGMA-compliant GSP for the Basin.
- (j) "General Manager Committee" (GM Committee) means the GSA designated individuals assigned responsibilities for ministerial and administrative management of the GSP implementation as outlined pursuant to this MOU.
- (k)

Exclusions

This governance agreement and its terms does not include governance or funding as related to:

----- (name projects)

No Alteration of Water Rights.

Consistent with Water Code sections 10720.1(b), 10720.5 and 10726.8, nothing in this Agreement or in its implementation shall be construed to alter the existing water rights of the Parties.

Term

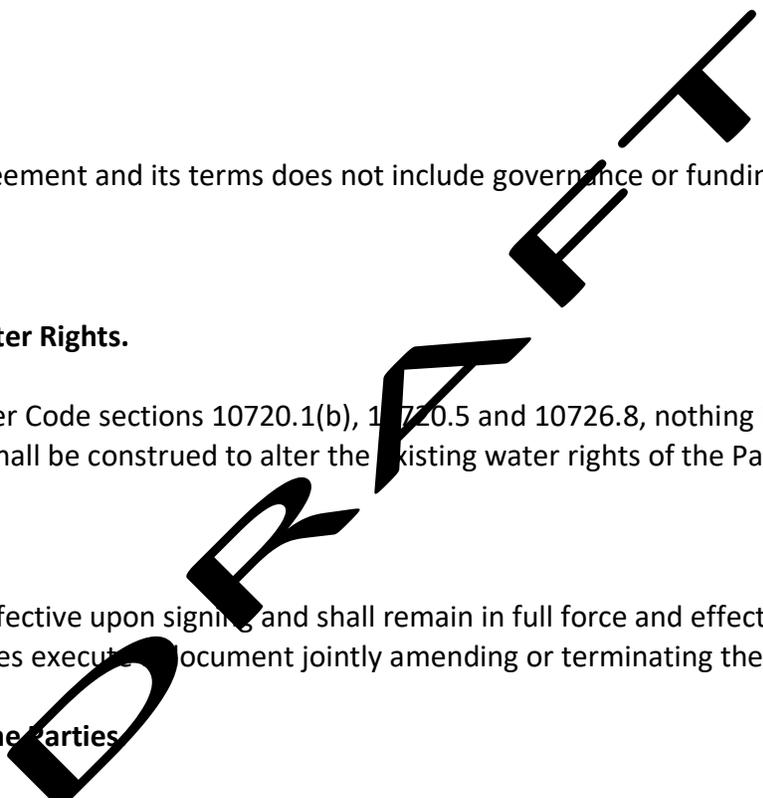
This MOU shall be effective upon signing and shall remain in full force and effect until the date upon which all of the Parties execute a document jointly amending or terminating the provisions of this MOU.

Responsibilities of the Parties

The Parties expressly acknowledge that the governing Board of each GSA is responsible for ensuring the implementation of an appropriate GSP for its jurisdictional boundaries.

Each Party to this MOU shall be responsible for:

- (a) providing timely responses and supporting information related to SGMA Implementation to the Executive Committee, Management Committee and/or Administrative Agency upon request; performing appropriate and coordinated outreach to other groundwater management entities and stakeholders within the Basin; promptly paying all invoiced costs as set forth in Exhibit A; and for conducting SGMA compliance activities in the area for which that Party serves as exclusive GSA.



(b) SGMA implementation activities within its own boundaries as described in Exhibit XX. These may include monitoring, additional studies and/or implementation of projects.

(c) Placeholder

South American Subbasin SGMA Implementation Executive Committee

Upon execution of this MOU, the Parties will convene the South American Subbasin SGMA Implementation Executive Committee (“**Executive Committee**”). The purpose of the committee is to provide guidance on implementation of the GSP and fulfill the requirements of the MOU. Seats on the Committee shall be allocated among the Parties as detailed in **Exhibit A**.

- (a) The Executive Committee will conduct public meetings.
- (b) Meeting frequency will be based on the GSP implementation schedule:
 - a. January, March and September 2022
 - b. At least March and November of each subsequent year
 - c. The group may also meet more often at the request of the or more members.
 - d. The group may also waive any meeting by a consensus of its members.
- (c) The Executive Committee shall be responsible for sharing feedback from the Parties related to the GSP implementation.
- (d) The Executive Committee will seek to make decisions through consensus. In the absence of a consensus, participants of the Committee may be called upon to cast votes. These votes along with a full explanation of a proposed action will be provided to the Parties for the purpose identifying steps to resolve concerns related to GSP implementation and fulfilment of the MOU.

General Manager Committee

Upon execution of this MOU, the Parties will convene a South American Subbasin General Manager (GM) Committee (“**GM Committee**”). The GM Committee will be composed of one delegate and one alternate from each of the Parties. The GM Committee will be responsible for oversight of day to day ministerial and administrative management of the GSP implementation as outlined pursuant to this MOU and any other responsibilities delegated to it by the Executive Committee. A party may identify representative(s) to serve on both the GM Committee and Executive Committee.

For actions involving decision making, the General Manager (GM) Committee will seek consensus. In the event no consensus can be reached, the GM Committee will document their concerns and record a vote, then seek the guidance of the Executive Committee for the final determination. Recommendations of the GM Committee provided to the Executive Committee for resolution shall include a report of concerns and the GM Committee votes cast.

The GM Committee will meet every other month or more often if requested by the Executive Committee, a GM Committee Member or the Administrative Agency.

Cost Sharing. Costs identified in **Exhibit B** as Subbasin Wide costs will be shared among the Parties. Shared costs of GSP implementation shall be allocated according to the proportions identified in Exhibit

A. When any additional Party becomes a signatory to this MOU, the cost share proportions identified in Exhibit A shall be modified to appropriately distribute costs between the new and existing Parties, according to the formula identified in Exhibit A. If a party ceases to be a GSA within the subbasin, the cost share proportions identified in Exhibit A shall be modified to appropriately distribute costs between the remaining Parties, according to the formula identified in Exhibit A.

- Nothing in this MOU shall prevent a Party from voluntarily incurring its own costs related to SGMA implementation.

Compensation for GSA Services on behalf of the subbasin

Upon prior agreement of the Executive Committee, a GSA may provide services associated with SGMA Implementation on behalf of the subbasin (Subbasin Wide activities in Exhibit B). Such services may include serving as the Administrative Agency, and tasks involving implementation of the GSP, preparation of the annual report, and preparation of the five-year Update. The GSA will be compensated at the actual cost as presented to the Executive Committee prior to providing the services.

For accounting purposes these services will be credited toward a GSA's cost-share monetary contributions. Should the value of services exceed the cost-share monetary contributions, that portion of the invoice will be reimbursed using the same procedures utilized for payment of other vendors and contractors.

GSA services will be memorialized as addendums to the MOU with clear scopes and schedules, costs, and measures of accountability.

Responsibilities of the Administrative Agency

The Administrative Agency shall be responsible for implementing the recommendations of the GM Committee and Executive Committee for SGMA Implementation; engaging and providing direction to consultants at the election and direction of the Working Group; and, ensuring monitoring, reporting and data management activities are conducted in compliance with SGMA. Costs of SGMA Implementation shall be distributed pursuant to Exhibit A and shall be recoverable by the Administrative Agency from the Parties in the proportions identified in Exhibit A.

- (a) **SCGA** shall be initially designated as the Administrative Agency; this designation may be altered by the unanimous written consent of the Parties. The commitment of the Administrative Agency to perform the designated functions under this Section is contingent upon the execution and performance of the cost sharing terms of this MOU.

Resident Stakeholder Groups (Placeholder)

Public support and input into the GSP remains an important feature of GSP implementation. Contingent on availability of facilitation and technical support, the Executive Committee may charter one or more resident stakeholder group(s).

Agenda Item #5a

Discussion Draft

Not Adopted or Approved

Draft charters will be developed by the GM Committee for review by the Executive Committee. Charters will define the group size, mission, roles and responsibilities, terms of service, group deliverables, and decision making and ground rules.

Each Executive Committee member will be invited to make nominations to the Stakeholder Group with the final Stakeholder Group membership confirmed by the Executive Committee.

Annual Reports

SGMA requires GSAs to submit annual reports to DWR each April 1 following adoption of a GSP. The report provides information on groundwater conditions and implementation of its GSP over the prior water year.

The Annual report will be reviewed by the Executive Implementation Committee and submitted to DWR by the Administrative Agency.

Five-Year Updates

The parties agree that the provisions of this MOA apply to the governance and cost sharing of the five-year updates to the GSP. A detailed schedule and work plan will be developed by the GM Working Group for approval by the Executive Committee

Invoicing and Payment of Shared GSP Implementation Cash Costs.

First year –provisions

Thereafter:

xxxxx

The implementation costs in Exhibit A are estimated, and each GSA shall make a contribution no later than June 1 of the estimated costs for each calendar year. Actual costs will be accounted and invoiced by the Administrative Agency to be paid with the following year’s estimated costs.

A Party that fails to make payment by June 1 may be suspended from voting on Executive Implementation Committee recommendations until full payment of the past-due invoices is made. Activities of the Working Group will not be delayed under such an occurrence and costs incurred by the Working Group will still accrue to the Party as set forth in Exhibit A, during any period of non-payment.

John will write the next draft of this section. Discuss first year language and language related to encumbrance of funds to have reserve for the five-year update.

GSA Boundary Modifications

To facilitate the efficient SGMA Implementation for the Basin, the Parties agree that no Party shall seek to change its GSA boundary without seeking concurrence from the Executive Committee, which

Discussion Draft

approval shall not be unreasonably withheld. A GSA boundary change must be agreeable to all of the affected GSAs.

In the event of a GSA boundary change, the cost share allocation will be revised in the subsequent calendar year in accordance with the formula in Exhibit A.

Withdrawal.

The intent of this agreement is for a spirit of working together for coordinated implementation under a single Basin-wide GSP. However, any party may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement by the following provisions.

- (a) The withdrawing Party shall provide the Working Group with thirty (30) days prior written notice.
- (b) The withdrawing Party shall be responsible for payment of its proportional share of costs and obligations associated with SGMA Implementation identified in Attachment A, up to the time of submission of the written notice of the withdrawal.
- (c) The withdrawing party would be responsible for securing and funding consultants to develop and submit all required notifications and reports to DWR.
- (d) The withdrawing party shall be responsible for securing SGMA compliance within its jurisdictional boundaries at its own expense, including as necessary, GSP five-year updates, subbasin coordination agreements, and the cost of any additional requirements imposed by DWR or other regulatory agencies.

The withdrawing party shall be responsible for providing notice, maps and all other necessary information to the DWR and other GSAs regarding its change in status within 30 days of withdrawal.

Disputes.

The Executive Committee is committed to working towards consensus in all decisions to be made regarding SGMA Implementation. The Parties agree to act in good faith, transparently raise any concerns, understand one another's interests, and work towards solutions that will adequately meet the needs of all Parties.

GENERAL PROVISIONS

Authority. Each signatory of this MOU represents that s/he is authorized to execute this MOU on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this MOU and to perform all obligations under this MOU.

Amendment. This MOU may be amended or modified only by a written instrument executed by each of the Parties.

Jurisdiction and Venue. This MOU shall be governed by and construed in accordance with the laws of the State of California, except for its conflicts of law rules. Any suit, action, or proceeding brought under

Discussion Draft

the scope of this MOU shall be brought and maintained to the extent allowed by law in Sacramento County, California.

Headings. The paragraph headings used in this MOU are intended for convenience only and shall not be used in interpreting this MOU or in determining any of the rights or obligations of the Parties.

Construction and Interpretation. This MOU has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this MOU. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this MOU.

Entire Agreement. This MOU constitutes the entire agreement of the Parties with respect to the subject matter of this MOU and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this MOU.

Partial Invalidity. If, after the date of execution of this MOU, any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU, such provision shall be fully severable. However, in lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Successors and Assigns. This MOU shall be binding on and inure to the benefit of the successors and assigns of the respective Parties. No Party may assign its interests in or obligations under this MOU without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

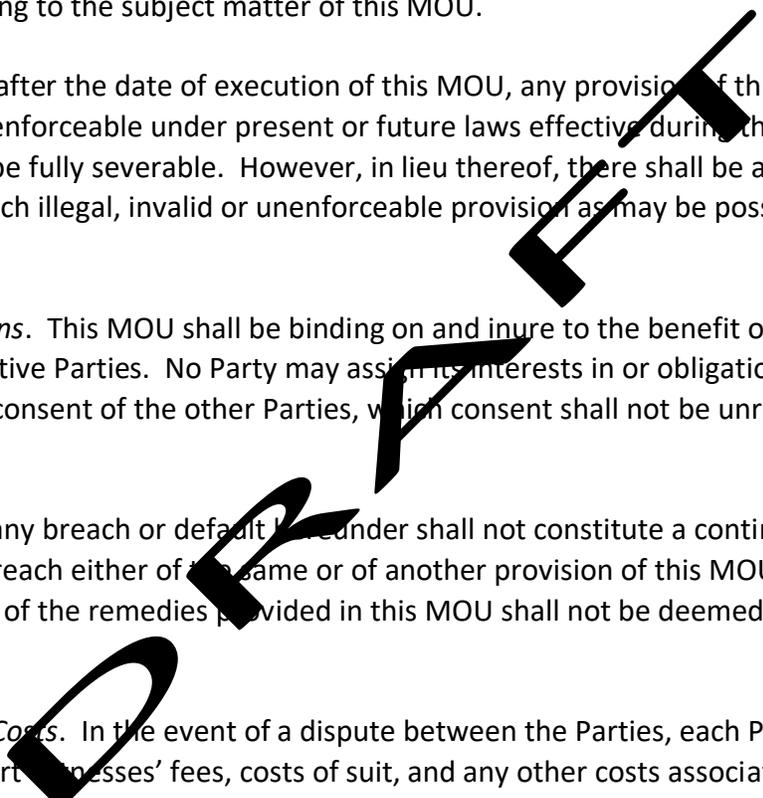
Waivers. Waiver of any breach or default under shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this MOU and forbearance to enforce one or more of the remedies provided in this MOU shall not be deemed to be a waiver of that remedy.

Attorneys' Fees and Costs. In the event of a dispute between the Parties, each Party will pay their own attorneys' fees, expert witnesses' fees, costs of suit, and any other costs associated with the dispute.

Necessary Actions. Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this MOU.

Compliance with Law. In performing their respective obligations under this MOU, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.

Third Party Beneficiaries. This MOU shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.



Discussion Draft

Not Adopted or Approved

Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

Notices. All notices, requests, demands or other communications required or permitted under this MOU shall be in writing unless provided otherwise in this MOU and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by electronic mail or facsimile transmission on the Party to whom notice is to be given at the address(es) provided below, (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

XXXXXXXXXX

XXXXXXXXXX

XXXXXXXXXX

DRAFT

Exhibit A - SGMA Implementation Activities and Costs

EXHIBIT A: Implementation Executive Committee Membership & Cost Allocation

Party	Implementation Executive Committee Members	Assignable GSP Administration and Implementation Costs *
County of Sacramento	1 Representative	
Omochumne-Hartnell Water District	2 Representatives	
Sacramento Central Groundwater Authority	5 Representatives	
Northern Delta Groundwater Sustainability Agency and RD 551	1 Representative	
Sloughhouse Resource Conservation District	1 Representative	

Assignable GSP Administration and Implementation Costs are based on the activities and associated costs in Exhibit B.

Annexations

In the event one or more of the Parties are annexed into another Groundwater Sustainability Agency membership representation of that Party on the Executive Committee will transfer to the annexing party.

DRAFT

DRAFT

Agenda Item #5a

Discussion Draft
Signatories

Not Adopted or Approved

IN WITNESS WHERE OF, the parties have caused this agreement to be duly executed upon signature.

xxx, Board Chairperson
Northern Delta Groundwater Sustainability Agency

Date

xxx, Board Chairperson
Omochumne-Hartnell Water District

Date

xxx, xxxx
Sacramento Central Groundwater Authority

Date

xxx, Director
Sacramento County Department of Water Resources

Date

XXX, Chairperson
Sloughhouse Resource Conservation District

Date

DRAFT

Agenda Item #5a

Proposal Details	Calculations								Comments/Observations	
Costs Allocated by % Groundwater Demand Proposed by: North Delta Staff Approach: Simple cost allocation based on %Groundwater Demand.		GSA	Acres	% Acreage	GW Demand (AF)	% GW Demand	Cost Share			
		SCGA	189,295	76.4%	155,196	80.9%	80.9%			
		SRCD	10,281	4.2%	2,802	1.5%	1.5%			
		Sac County	1,588	0.6%	264	0.1%	0.1%			
		OHWD	17,128	6.9%	25,595	13.3%	13.3%			
		NDGSA	29,365	11.9%	8,000	4.2%	4.2%			
		Total	247,657			191,857	100%	100%		
Flat Rate Plus Average of Acreage and GW Demand Proposed by: SCGA Staff Approach: <ol style="list-style-type: none"> Flat rate minimum funding to account for general costs Remainder covered by weighted averages of acreage and GW Demand 	GSA	Acres	% Acreage	GW Demand (AF)	GW %	Base Cost Share	Weighted Cost Share	Total Cost Share		
		SCGA	189,295	76.43%	155,196	80.89%	5.00%	59.00%	64.00%	
		SRCD	10,281	4.15%	2,802	1.46%	5.00%	2.10%	7.10%	
		Sac County	1,588	0.64%	264	0.14%	5.00%	0.29%	5.29%	
		OHWD	17,128	6.92%	25,595	13.34%	5.00%	7.60%	12.60%	
		NDGSA	29,365	11.86%	8,000	4.17%	5.00%	6.01%	11.01%	
		Total	247,657	100.00%	191,857	100.00%	25.00%	75.00%	100.00%	
One Year Negotiated Rate Loosely Based on % GW Demand with minor adjustments for acreage and/or costs absorbed by SCGA for general administration Proposed by: OH & SRCD Staff* Approach: <ol style="list-style-type: none"> Recognize annexations and other factors not yet determined Provide for one year funding to support annual report and general GSP maintenance During 2022 Qtr. 1 prepare detailed budget <ol style="list-style-type: none"> Use budget to identify potential in-kind services that can offset costs Use budget to identify potential cost cutting measures Complete detailed budget in time for staff teams to work with GSA Boards and provide analysis for any needed adjustments to fee structures to cover future year expenditures In final budget - include language to solidify approach for set asides to fund the cost of 5-year updates <p>*For Discussion – numbers offered for example</p>										

GSA	One-year Fixed Rate
SCGA	79.4%
SRCD	2%
Sac County	0.3%
OHWD	13.3%
NDGSA	5%
Total	100%

Other Reference Points

GSA	Urban	Agricultural	Native Vegetation	Riparian Vegetation	Total	Total Irrigated	% of Total	% of Total Irrigated
SCGA	104,349	25,001	56,227	3,719	189,296	129,350	76.4%	77.9%
SRCD	1,358	995	7,892	36	10,281	2,353	4.2%	1.4%
OHWD	2,725	9,838	3,846	720	17,128	12,563	6.9%	7.6%
NDGSA	1,911	19,531	5,647	2,277	29,365	21,442	11.9%	12.9%
SacCo	98	260	626	604	1,588	358	0.6%	0.2%
Total	110,441	55,625	74,236	7,356	247,658	166,066	100.0%	100.0%

GSA	2020 MOU	Post GSP
SCGA	63%	77.3%
SRCD	4%	2.3%
OHWD	17%	9.1%
NDGSA	8%	10.9%
SacCo	8%	0.4%
Total	100%	100.0%

Agenda Item #7a

BEFORE THE BOARD OF DIRECTORS OF THE SLOUGHHOUSE RESOURCE CONSERVATION DISTRICT

RESOLUTION No. 2021.11.10.02

Resolution Authorizing Teleconference Meeting Options During Proclaimed State of Emergencies

WHEREAS, the Sloughhouse Resources Conservation District ("District") is committed to preserving public access and participation in meetings of the Board of Directors; and

WHEREAS, all regular meetings of the District are open an public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950-54963) , so that any member of the public may attend, participate, and watch the Board conduct its business; and

WHEREAS, the Brown Act, (Cal. Gov. Code section 54953(e)) makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Cal. Gov. Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Cal. Gov. Code section, proclaiming the existence of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Cal. Gov. Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, on March 4, 2020, Governor Newsom proclaimed a State of Emergency to exist in California as a result of the threat of the Covid-19 pandemic and subsequent variants; and

WHEREAS, the Sacramento County Public Health Officer issued the Sacramento County Covid-19 Public Health Order that, in addition to other measures, encourages all individuals adhere with Covid-19 safety measures including social distancing. This Order went into effect on July 30, 2021 and will stay in effect until it is rescinded or amended by the Sacramento County Health Officer. This Order aligns with previous health orders, but supersedes those of 2020 and 2021; and

WHEREAS, the Board of Directors does hereby find that COVID-19 exposure has caused, and will continue to cause, conditions of peril to the safety of persons within the District

Agenda Item #7a

that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of PVGSA shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the conditions described above exist in the District and the District Board of Directors has considered the circumstances of the State of Emergency as well as local orders and recommendations; and

WHEREAS, the District makes all agendas and materials available online, and provides free access to meetings via telephone or Zoom, and all persons requiring additional assistance to access meetings may contact the District Manager, Austin Miller, to request reasonable accommodations; and

WHEREAS, the decision to meet telephonically must be renewed at least every 30 days.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Sloughhouse Resource Conservation District as follows:

1. The Board hereby proclaims that a local emergency now exists throughout the District and ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

2. The Sloughhouse Resource Conservation District Board of Directors may meet via teleconference, as authorized by Assembly Bill 361 (Rivas, 2021), between the time of this resolution's adoption and 30 days after that date. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) December 10, 2021, or such time as the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Board may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

3. All meetings held via teleconference will comply with meeting requirements outlined in Assembly Bill 361. The District Manager and the Board are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Cal. Gov. Code section 54953(3) and other applicable provisions of the Brown Act.

PASSED AND ADOPTED on this 10th day of November, 2021, by the following vote, to- wit:

AYES:

Agenda Item #7a

NOES:

ABSENT:

ABSTAIN:

I, the undersigned, hereby certify that I am the duly appointed and acting Secretary of the Sloughouse Resources Conservation District, and that at a meeting of the Board of Directors of the District held on November 10, 2021 that Resolution 2021.11.10.02 was adopted and has not been rescinded or amended since the date of its adaptation and that it is now in full force and effect.

Austin Miller, SRCD Secretary

Date

Agenda Item #7b

BEFORE THE BOARD OF DIRECTORS OF THE SLOUGHHOUSE RESOURCE CONSERVATION DISTRICT

RESOLUTION No. 2021.11.10.03

Resolution Of The Board Of Directors Of The Sloughhouse Resource Conservation District Ratifying The Proclamation Of A State Of Emergency By Governor Gavin Newsom (March 4, 2020) As Applicable In The District's Jurisdiction And Authorizing Teleconference Meetings Of District Legislative Bodies Pursuant To The Ralph M. Brown Act

RECITALS

WHEREAS, all meetings of the Sloughhouse Resource Conservation District ("District") legislative bodies are open and public, as required by the Ralph M. Brown Act, Government Code section 54950 et seq. ("Brown Act"), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, long-established Brown Act provisions, Government Code section 54953(b)(3), provides a legislative body may meet via teleconference if each teleconference location is listed on the agenda, open to the public with an opportunity to participate and comment, and notice is given at the location, plus a quorum of the legislative body is present in the jurisdiction; and

WHEREAS, on September 16, 2021, Governor Gavin Newsom signed Assembly Bill 361, which, effective immediately, added Government Code section 54953(e) to the Brown Act, providing a legislative body may meet via teleconference without complying with Section 54953(b)(3) if certain conditions exist and specified procedures are followed; and

WHEREAS, Section 54953(e)(1) provides a legislative body may meet via teleconference if the Governor has proclaimed a state of emergency pursuant to Government Code section 8625 and either (i) state or local officials have imposed or recommended measures to promote social distancing, (ii) the legislative body meets to determine by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees, or (iii) the legislative body has voted as such and is meeting pursuant to that vote; and

WHEREAS, while a legislative body meets with teleconference attendance pursuant to Section 54953(e), it must take actions to preserve public access and public participation and give notice of the meeting and post agendas as otherwise required, allow members of the public to access the meeting via call-in line or internet-based service line, provide details on the agenda on how to access the meeting and give public comment, give an opportunity to comment pursuant to Government Code section 54954.3 and allow a reasonable amount of time during public comment for a person to register, login, and comment, and monitor the call-in line and internet-based service line to ensure no disruption hinders access or ability to comment, if there is, take no action until public access is restored; and

WHEREAS, a legislative body's decision to meet pursuant to Section 54953(e) must be reevaluated and renewed at least every thirty (30) days, or else the body will be required to adopt new initial findings; and

Agenda Item #7b

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed a state of emergency pertaining to the threat to human health and safety posed by the COVID-19 virus pandemic and that proclamation remains in effect to this day in Sacramento County and statewide; and

WHEREAS, the virus has short- and long-term effects – fever and chills, cough, shortness of breath and difficulty breathing, fatigue, headache, nausea, vomiting, gastrointestinal issues, loss of taste and smell, death – and it's prolific spread is severely impacting the health care system, inhibiting access to care for COVID-19 symptoms and other ailments; and

WHEREAS, while being vaccinated significantly decreases the likelihood of contracting or dying from the virus, vaccinated and unvaccinated people alike can carry, transmit, and be affected by the virus; and

WHEREAS, the COVID-19 virus, and its variants, is spread through the air when a person who is carrying the virus, whether he or she is showing symptoms or not, is in close proximity to another person; and

WHEREAS, while the COVID-19 virus remains present in the community, requiring all members of District's legislative bodies and all members of the public to meet in person would present an imminent risk to attendee health and safety beyond the control of the District's services, personnel, equipment, and facilities; and

WHEREAS, the Sacramento County Public Health Officer, Dr. Olivia Kasirya, issued a "Teleconferencing Recommendation" on September 28, 2021, that recommends social distancing to protect participants of any meeting of a legislative body within the County; and

WHEREAS, pursuant to Government Code section 8635 et seq., the District Board of Directors has the authority during a state of emergency to take all actions necessary to perform its functions in the preservation of law and order, preservation of the furnishing of local services, and protection of life and property, which includes the authority to direct meetings of all District legislative bodies to be held with a teleconference attendance option pursuant to this Resolution; and

WHEREAS, the District Board of Directors desires to ratify the Governor's March 4, 2020, proclamation of state of emergency related to the COVID-19 virus pandemic as it applies to the jurisdiction of the District and authorize teleconference meetings of District legislative bodies pursuant to Section 54953(e) so long as all provisions of that section are followed to provide public access and opportunity for public comment; and

WHEREAS, the District has taken and will continue to take measures to ensure access for the public, including by providing the public a call-in option and/or internet-based service option to access and comment for all meetings of District legislative bodies.

WHEREAS, the conditions described above exist in the District and the District Board of Directors has considered the circumstances of the State of Emergency as well as local orders and recommendations; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Sloughhouse Resource Conservation District as follows:

Agenda Item #7b

1. The recitals set forth above are true and correct and are incorporated herein by reference as if set forth in full.

2. The Governor's March 4, 2020 proclamation of state of emergency related to the COVID-19 virus pandemic applies to the jurisdiction of the District and is ratified by the Board of Directors.

3. A state of emergency exists within the District's jurisdiction related to the COVID-19 virus pandemic, the conditions of that emergency present an imminent risk to the health and safety of attendees at District legislative body meetings, and the Sacramento County Public Health officer has recommended measures to promote social distancing.

4. All meetings of District legislative bodies shall be conducted in a hybrid format with an option for attendees to appear in person, social distancing permitting, or via a teleconference in accordance with Government Code section 54953(e) and staff are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with Section 54953(e) and other applicable provisions of the Brown Act.

5. This Resolution shall take effect immediately upon its adoption and be effective for thirty (30) days, unless the Governing Board takes action to rescind the Resolution. On or before the 30th day since adoption, the Governing Board may take action to extend the Resolution's permissions pursuant to Government Code section 54953(e)(3).

This Resolution shall be effective immediately upon its approval and adoption.

PASSED AND ADOPTED on this 10th day of November, 2021, by the following vote, to- wit:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

I, the undersigned, hereby certify that I am the duly appointed and acting Secretary of the Sloughhouse Resources Conservation District, and that at a meeting of the Board of Directors of the District held on November 10, 2021 that Resolution 2021.11.10.03 was adopted and has not been rescinded or amended since the date of its adaptation and that it is now in full force and effect.

Austin Miller, SRCD Secretary

Date