



# SLOUGHHOUSE

## Resource Conservation District

HERALD | SLOUGHHOUSE | WILTON

### Regular Meeting of the Board Sloughhouse Resource Conservation District Agenda

When: Wednesday, July 12, 2023

Where: **NEW LOCATION**  
Sacramento County Farm Bureau  
8970 Elk Grove Blvd.  
Elk Grove, CA 95624

or

Via Zoom: <https://us02web.zoom.us/j/89975804086>

Meeting ID: 899 7580 4086

Call in Number: +1-669-444-9171

Time: 12:30 pm – 3:30 pm

Please note: There will be a closed session (Board and Staff only) from 12:30 to 1:30pm!

**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 SRCD Staff before the day of the meeting via email [[info@SloughhouseRCD.org](mailto:info@SloughhouseRCD.org)] or telephone [916-526-5447] to discuss your accessibility needs.

#### OPENING / CALL TO ORDER

#### CLOSED SESSION

Closed Session: Public Employee Performance Evaluation (§ 54957) (District Manager)

*This meeting will begin with a closed session. For ease of planning, please note that the open session will begin **no earlier than 1:30 pm.***

#### REPORT OUT OF CLOSED SESSION

## **PUBLIC COMMENT FROM THE FLOOR (Non-Agenda Items)**

### **CONSENT CALENDAR: (5 minutes)**

*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.*

- a. Agenda – July 12, 2023
- b. Minutes – June 14, 2023
- c. Financial Report – July 2023

### **REPORTS: (15 minutes)**

- a. Natural Resource Conservation Service (NRCS) Report
- b. Sacramento County Ag. Commissioners Report
- c. SRCD Board Member Reports

### **GENERAL BUSINESS ACTION ITEMS: (90 minutes)**

1. California Association of Resource Conservation Districts Staffing Contract
2. Cosumnes Groundwater Authority Staff Services Contract
3. Operational Policies

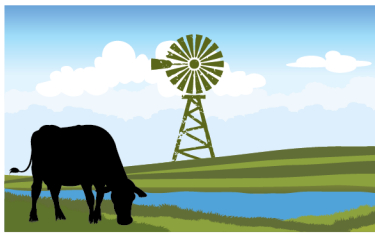
### **INFORMATION / DISCUSSION ITEMS (10 minutes)**

4. SRCD Staff Report

### **IDENTIFICATION OF ITEMS FOR FUTURE MEETINGS**

*Board Members may request items to be placed on future agendas.*

## **ADJOURNMENT**



# SLOUGHHOUSE

## Resource Conservation District

HERALD | SLOUGHHOUSE | WILTON

### Meeting of the Board - MINUTES Sloughhouse Resource Conservation District

When: Wednesday, June 14, 2023  
Where: Rancho Murieta Community Service District  
Time: 12:30 pm – 3:30 pm

Board Members: Barbara Washburn, Herb Garms, Gary Silva Jr.  
Associate Directors: Teresa Flewellyn  
Staff: Austin Miller, Brittany Friedman

#### OPENING

*Chairman Garms called the meeting to order at 12:40pm*

#### PUBLIC COMMENT

Any member of the public may address the Board concerning any matter not on the Agenda within the Board/District's jurisdiction.

#### CONSENT CALENDAR:

- a. Agenda – June 14, 2023
- b. Minutes – May 10, 2023
- c. Financial Report – June 2023

*Director Washburn moved to approve the consent calendar.*

*Director Silva Jr. seconded the motion.*

*The motion passed with three in favor (Washburn, Garms and Silva Jr.) and two absent (Schneider and Liebig).*

#### REPORTS

- a. Natural Resource Conservation Service (NRCS) Report  
Tony Tillman provided a report on Equip Batch 3 ranking deadline which is June 16 and the application for Equip Disaster Relief Funding with a deadline of June 16, as well. On June 15, there is a deadline to apply for the new organics transition program - to assist Ag Farmers transitioning to organic ag practices. They are continuing to work on existing contracts, as needed. Finally, there was a discussion on how best we can communicate to local constituents about these programs so they may take advantage of them.
- b. Sacramento County Ag. Commissioners Report  
Chris Flores provided a report/update on pest detection in local areas and the activities they are taking to treat/combat this. They are looking for pests such as Japanese Beetles, Mediterranean Fruit Flies, Peach Fruit Flies, Peruvian Fruit Flies and other invasive species that could be detrimental to local farmers/ranchers. They will be

Drafted on:  
06/14/2023

hosting a Northern California Dog Team to get tested and certified in detecting invasive pests in the post office. They do hold monthly meetings, open to the public, at the next meeting is Wednesday, June 21.

c. SRCD Board Member Reports

Director Garms shared a quote/offer provided from Wildeye for well monitoring in the area and suggested that the Board could work with Wildeye to start putting together an initial study of a well to see if it is something we would like to move forward with or not.

## **GENERAL BUSINESS ACTION ITEMS**

1. Fiscal Year 2023 - 2024 Preliminary Budget

SRCD Staff presented the draft preliminary budget (Resolution 2023.06.14.01) and subsequent county documents for the fiscal year 2023 - 2024 to be adopted. Staff heard feedback from the Board on line items, expense amounts and general adjustments to the overall budget.

*Director Silva Jr. moved to approve the Resolution.*

*Director Washburn seconded the motion.*

*The motion passed with three in favor (Washburn, Garms and Silva Jr.) and two absent (Schneider and Liebig).*

## **GROUNDWATER SUSTAINABILITY AGENCY BUSINESS ACTION ITEMS**

2. Process for GSP Consistency Review of Well Permits

The Board discussed well permit review guidelines for the Sloughhouse RCD area including questions proposed to help inform GSA efforts. The Board looked over staff recommendations, a well permit review application and a draft letter of consistency/non-consistency. Discussion item - no action taken.

## **INFORMATION ITEMS**

3. Grant Application Status

Staff gave an update on pending grant applications such as the DOC MLRP grant and the CDFA WETA grant. Staff also provided an update on the CDFA CAPGP grant which we can begin work on as of June 15, 2023. Discussion item - no action taken.

4. Operating Policies and Procedures

Staff discussed policies and procedures regarding staff evaluations and reviews, meeting minutes and banking. The Board provided feedback on these items in terms of how we can best update and implement these policies. As of today, these are discussion items, however action may be taken in the future on these items.

5. SRCD Staff Report

Staff provided a written report on updates regarding upcoming CGA meetings, other Sacramento County RCD meetings, Ethics training for the Board, DM Austin Miller

meeting with the Interim General Manager of Rancho Murieta CSD, USDA additional assistance for distressed farmers facing financial risk and USDA disaster assistance to california farmers and livestock producers.

**IDENTIFICATION OF ITEMS FOR FUTURE MEETINGS**

The Board approved the following future agenda items by consensus:

Planning and EMD presentations on land use/permitting

Discussion on the Flood Committee

**ADJOURNMENT**

*Chairman Garms adjourned the meeting at 3:37pm.*

DRAFT

# Sloughouse Resource Conservation District

## Balance Sheet

As of July 7, 2023

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts (Sac County + Five Star Bank)	\$643,815.32
Accounts Receivable	\$19,200.00
<b>Total Current Assets</b>	<b>\$663,015.32</b>
<b>TOTAL ASSETS</b>	<b>\$663,015.32</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities (Accounts Payable)	\$116,166.09
Equity	\$546,849.23
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$663,015.32</b>

# Sloughhouse Resource Conservation District

## Expenses Needing Board Approval

All Dates

	AMOUNT	MEMO/DESCRIPTION	
Austin Miller			
	1,361.69	Office Supplies - May 2023	
	91.11	Office Supplies - June 2023	
<b>Total for Austin Miller</b>			<b>\$1,452.80</b>
CARCD			
	10,710.03	Staff Wages - April 2023	
	13,522.19	Staff Wages - May 2023	
	15,918.35	Staff Wages - June 2023	
	1,000.00	CARCD Membership Renewal - FY 23 - 24	
<b>Total for CARCD</b>			<b>\$41,150.57</b>
CGA			
	53,121.96	CGA FY 22-23 Payment 2 of 2	
<b>Total for CGA</b>			<b>\$53,121.96</b>
CSDA			
	541.00	CSDA Membership Dues	
	110.00	CSDA Financial Services - Time Worked	
	220.00	CSDA Financial Services - Time Worked - April 6	
	475.37	CSDA Financial Services - Time Worked - May 2023	
<b>Total for CSDA</b>			<b>\$1,346.37</b>
Groundwater Resources Association of California			
	750.00	GRAC Conference Dues	
<b>Total for Groundwater Resources Association of California</b>			<b>\$750.00</b>
Kronick			
	4,452.50	General Legal through April 2023	
	1,981.82	Groundwater Legal through April 2023	
	1,665.07	Groundwater Legal through June 2023	
	1,170.00	General Legal through June 2023	
<b>Total for Kronick</b>			<b>\$9,269.39</b>
Sacramento Central Groundwater Authority			
	8,325.00	FY 22-23 Member Contribution	
<b>Total for Sacramento Central Groundwater Authority</b>			<b>\$8,325.00</b>
University of California Agriculture and Natural Resources			
	750.00	Range Camp Sponsorship 2023	
<b>Total for University of California Agriculture and Natural Resources</b>			<b>\$750.00</b>
<b>TOTAL</b>			<b>\$116,166.09</b>

# Sloughouse Resource Conservation District

## Open Invoices

As of July 7, 2023

DATE	OPEN BALANCE	CLIENT/VENDOR MESSAGE
Cosumnes Groundwater Authority		
05/05/2023	6,400.00	April 2023 Staff Service Support
06/02/2023	6,400.00	May 2023 Staff Service Support
07/07/2023	6,400.00	June 2023 Staff Service Support
<b>Total for Cosumnes Groundwater Authority</b>	<b>\$19,200.00</b>	
<b>TOTAL</b>	<b>\$19,200.00</b>	



# Sloughouse Resource Conservation District

## Budget vs. Actuals: SRCD FY 22-23 Budget - FY23 P&L

July 2022 - June 2023

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
<b>Income</b>				
4600 Services (Staff Support)	64,000.00	75,000.00	11,000.00	14.67 %
Investment income				
4900 Interest Income (94941000)	6,104.00	1,500.00	-4,604.00	-306.93 %
<b>Total Investment income</b>	<b>6,104.00</b>	<b>1,500.00</b>	<b>-4,604.00</b>	<b>-306.93 %</b>
<b>Other Income</b>				
4100 Tax Revenue (91-)	144,351.06	122,550.00	-21,801.06	-17.79 %
4200 Groundwater Sustainability Fee	144,055.31	150,615.00	6,559.69	4.36 %
4300 Intergovernmental Revenue (95-)	525.32	500.00	-25.32	-5.06 %
<b>Total Other Income</b>	<b>288,931.69</b>	<b>273,665.00</b>	<b>-15,266.69</b>	<b>-5.58 %</b>
<b>Total Income</b>	<b>\$359,035.69</b>	<b>\$350,165.00</b>	<b>\$ -8,870.69</b>	<b>-2.53 %</b>
<b>GROSS PROFIT</b>	<b>\$359,035.69</b>	<b>\$350,165.00</b>	<b>\$ -8,870.69</b>	<b>-2.53 %</b>
<b>Expenses</b>				
5370 Office Supplies (Consumable) (20207600)	4,408.87	5,000.00	591.13	11.82 %
Bank fees & service charges				
5200 Assessment/Collections Services (20250700)		1,500.00	1,500.00	100.00 %
<b>Total Bank fees &amp; service charges</b>		<b>1,500.00</b>	<b>1,500.00</b>	<b>100.00 %</b>
Memberships & subscriptions				
5260 Dues, Memberships, Subscriptions, Publications, etc. (20206100)	2,977.00	1,000.00	-1,977.00	-197.70 %
<b>Total Memberships &amp; subscriptions</b>	<b>2,977.00</b>	<b>1,000.00</b>	<b>-1,977.00</b>	<b>-197.70 %</b>
Shipping & postage		1,000.00	1,000.00	100.00 %
<b>Total 5370 Office Supplies (Consumable) (20207600)</b>	<b>7,385.87</b>	<b>8,500.00</b>	<b>1,114.13</b>	<b>13.11 %</b>
<b>Contract &amp; professional fees</b>				
5330 Other Professional Services (20259100)	1,786.37	10,000.00	8,213.63	82.14 %
5380 Cosumnes Groundwater Authority Contribution (20281204)	144,055.31	150,615.00	6,559.69	4.36 %
5390 South American Subbasin SGMA Contributions (20289900)	8,325.00	10,000.00	1,675.00	16.75 %
Accounting fees		3,000.00	3,000.00	100.00 %
Legal fees				
5350 Legal - General (20253100)	4,267.62	15,000.00	10,732.38	71.55 %
5355 Legal - Groundwater (20253100)	20,766.82	15,000.00	-5,766.82	-38.45 %
<b>Total Legal fees</b>	<b>25,034.44</b>	<b>30,000.00</b>	<b>4,965.56</b>	<b>16.55 %</b>
<b>Total Contract &amp; professional fees</b>	<b>179,201.12</b>	<b>203,615.00</b>	<b>24,413.88</b>	<b>11.99 %</b>
Insurance	2,349.00		-2,349.00	
5300 Insurance (20205100)		2,500.00	2,500.00	100.00 %
<b>Total Insurance</b>	<b>2,349.00</b>	<b>2,500.00</b>	<b>151.00</b>	<b>6.04 %</b>
<b>Payroll expenses</b>				
Salaries & wages				
5000 Staff Expenses (20254100)				
Staff Costs (Friedman)	25,924.14	47,000.00	21,075.86	44.84 %
Staff Costs (Miller)	92,034.58	107,000.00	14,965.42	13.99 %
<b>Total 5000 Staff Expenses (20254100)</b>	<b>117,958.72</b>	<b>154,000.00</b>	<b>36,041.28</b>	<b>23.40 %</b>

# Sloughouse Resource Conservation District

## Budget vs. Actuals: SRCD FY 22-23 Budget - FY23 P&L

July 2022 - June 2023

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
<b>Total Salaries &amp; wages</b>	<b>117,958.72</b>	<b>154,000.00</b>	<b>36,041.28</b>	<b>23.40 %</b>
<b>Total Payroll expenses</b>	<b>117,958.72</b>	<b>154,000.00</b>	<b>36,041.28</b>	<b>23.40 %</b>
Uncategorized Expense				
5100 Program Expenses	750.00		-750.00	
5270 Education, Training, & Staff Development (20203600)	1,086.00	6,000.00	4,914.00	81.90 %
5320 Misc. Expenses (20227504)		3,000.00	3,000.00	100.00 %
<b>Total Uncategorized Expense</b>	<b>1,836.00</b>	<b>9,000.00</b>	<b>7,164.00</b>	<b>79.60 %</b>
<b>Total Expenses</b>	<b>\$308,730.71</b>	<b>\$377,615.00</b>	<b>\$68,884.29</b>	<b>18.24 %</b>
NET OPERATING INCOME	<b>\$50,304.98</b>	<b>\$ -27,450.00</b>	<b>\$ -77,754.98</b>	<b>283.26 %</b>
NET INCOME	<b>\$50,304.98</b>	<b>\$ -27,450.00</b>	<b>\$ -77,754.98</b>	<b>283.26 %</b>

## Agenda Item #1

### Sloughhouse Resource Conservation District Board of Directors Meeting

Agenda Date: July 12, 2023

Agenda Item #: #21

Agenda Item Subject: CARCD Contract

To: SRCD Board of Directors

From: Austin Miller, District Manager

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#### **Background**

The CARCD/Sloughhouse RCD contract expired June 30, 2023 and a new contract has been requested by CARCD. This new contract would extend from July 1, 2023 to June 30, 2025. This contract confirms that Sloughhouse RCD Staff are covered as CARCD employees via benefits, wages, insurance, and time off.

#### **Attachments**

- Draft CARCD/Sloughhouse RCD Contract

#### **Staff Recommendations**

- Approve the updated CARCD/SRCD contract to go into effect, retroactively, July 1, 2023.

## CONTRACT FOR SERVICE

This AGREEMENT made on July 1, 2023 between:

**CLIENT:** Sloughhouse Resource Conservation District  
8698 Elk Grove Blvd Suite 1-207  
Elk Grove, CA, 95624

and

**CONTRACTOR:** California Association of Resource Conservation Districts.  
705 E Bidwell St., Suite 2-415  
Folsom, CA 95630

### ARTICLE I. TERM OF CONTRACT

**Section 1.01.** This agreement will become effective on 7/1/2023 and will continue for a period of 2 years unless terminated in accordance with the provisions of Article 7 of this agreement. This agreement may be renewed on the anniversary date with the concurrence of both the Client and Contractor.

### ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

**Section 2.01.** It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, or partner of Client. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Contractor or any employee or agent of Contractor. Both parties acknowledge that the Contractor is not an employee for state or federal employee tax purposes. Contractor shall retain the right to perform services for others during the term of this agreement.

### ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

**Section 3.01.** Contractor agrees to carry out assigned duties of District Manager, Project Coordinator, and Administrative Coordinator.

Specific duties will be further defined by the Client. Example duties include:

District Management:

- Serve as the Sloughhouse RCD Board of Directors Secretary and Treasurer and complete all associated tasks.
- Work with the Client's financial management partners (Five Star Bank, County of Sacramento) to carry out District business.

Public/Partner Correspondence:

- Serve as the main point of contact for the Client. Manage Client email accounts, websites, mailing lists, and public phone number.

- Organize, advertise, and facilitate outreach events and workshops.

#### Groundwater Sustainability Plan Implementation:

- Serve as administrator of the Cosumnes Groundwater Authority.
- Participate in the South American Subbasin GSA Working Group.
- Provide regular updates on Groundwater Sustainability Plan Implementation efforts.
- Attend other meetings as they arise (SCGA, OHWD, etc.). Provide written and verbal feedback on documents and meetings.

#### Project Development:

- Work with partners and Board to develop possible projects/programs the Board may have interest in pursuing.
- Research possible funding opportunities, including writing grants and pursuing partnerships.

#### NRCS Partnership:

- Meet regularly with the Elk Grove NRCS District Conservationist.
- Work with the local NRCS office to host a Working Group meeting to inform annual NRCS practices compensation rates.
- Work with District Conservationists to develop proposals for cooperative agreements and other funding opportunities.

### Method of Performing Services

**Section 3.02.** The Client will inform the Contractor when additional duties are required. The contractor and the Client will work together to schedule additional support. The Contractor will bring project, funding, and grant opportunities to the Clients attention.

### Employment of Assistants

**Section 3.03.** Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of the Contractor by this agreement. Client may not control, direct, or supervise Contractor's assistants or employees in the performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of those assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

### Place of Work

**Section 3.04.** Contractor shall perform the services required by this agreement at any place or location and at such times as Contractor shall determine. The Contractor will attend regularly scheduled Board Meetings and any special meetings that the Client requests. The Client will inform the Contractor where and when specific services are required.

## ARTICLE 4. COMPENSATION

**Section 4.01.** In consideration for the services performed by the Contractor, Client agrees to pay the Contractor the following:

- Up to \$51.00/hour for District Manager duties and activities. Subject to increases of up to 20% per year based on a joint employment evaluation of Contractor's employee performing the District Manager duties.
- Up to \$45.00/hour for Project Coordinator duties and activities. Subject to increases of up to 20% per year based on a joint employment evaluation of Contractor's employee performing the Project Coordinator duties.
- Up to \$35.00/hour for Administrative Coordinator duties and activities. Subject to increases of up to 20% per year based on a joint employment evaluation of Contractor's employee performing the Administrative Coordinator duties.
- Travel expenses as detailed in the Client's Reimbursement Policy (Attachment 1),
- 1 cell phone line to be used by Contractor's employees and will serve as the Client's public contact number,
- Health insurance expenses for each Contractor's employee assigned to the Client, with consideration of level of dedication to Client (1 FTE, .5 FTE, etc.),
- A 401(k) retirement plan match of up to 5% of an employee's salary for each Contractor's employee assigned to the Client, with consideration of level of dedication to Client (1 FTE, .5 FTE, etc.),
- A 4% administration fee to cover necessary accounting services and cost of business,

### Invoices

**Section 4.02.** Contractor shall submit invoices for all services rendered every other month at each of the regularly scheduled Board meeting of the Client.

### Date for Payment

**Section 4.03.** Payment to Contractor will be within 15 days of receipt of payment of Client by Sacramento County. Expected time is 60 days after submission of invoice to the Board.

### Expenses

**Section 4.04.** The Client will be responsible for office supplies and postage needed to perform the above noted duties. The Contractor will prepare invoices to be presented to the board at each regular board meeting. Contractor shall be responsible for all cost and expenses incident to the performance of services for Client, including but not limited to, all fees, fines, licenses, bonds, or taxes required of or imposed against Contractor and all other of Contractor's cost of doing business. Client agrees to pay all reasonable fees up until receipt of notice.

## ARTICLE 5. OBLIGATIONS OF CONTRACTOR

### Tools and Instrumentality

**Section 5.01.** Client will supply all tools and instrumentalities required to perform the services under this Agreement. Client is not required to purchase or rent any tools, equipment or services from the Contractor. Contractor agrees to return all properties belonging to Client, including records, if requested by Client.

### Workers Compensation

**Section 5.02.** Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

### Indemnification of Liability

**Section 5.03.** Contractor will not be liable to Client or to anyone who may claim any right due to a relationship with Client for any acts or omissions in the performance of services under the terms of this agreement or on the part of employees or agents of Contractor unless such acts or omissions are due to willful misconduct. Client will indemnify and hold Contractor harmless from any obligations, costs, claims and judgments, attorney's fees and attachments arising from, growing out of, and or in any way connected with the services rendered to the Client under terms of this Agreement, unless Contractor is judged by a court of competent jurisdiction to be guilty of willful misconduct.

### Assignment

**Section 5.04.** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without the prior written consent of Client.

### State and Federal Taxes

**Section 5.05.** As Contractor is not Client's employee, Contractor is responsible for paying all required state and federal taxes. In particular.

- Client will not withhold FICA (Social Security) from Contractor's payments
- Client will not make state or federal unemployment insurance contributions on behalf of Contractor
- Client will not withhold state or federal income tax from payment to Contractor
- Client will not make disability insurance contributions on behalf of Contractor
- Client will not obtain workers compensation insurance on behalf of Contractor

## ARTICLE 6. OBLIGATIONS OF CLIENT

### Cooperation of Client

**Section 6.01.** Client agrees to comply with all reasonable requests of Contractor (and provide access to all documents) reasonably necessary to the performance of Contractor's duties under this agreement.

### Assignment

**Section 6.02.** Neither this agreement nor any duties or obligations under this agreement may be assigned by Client without the prior written consent of Contractor.

### CARCD Membership

**Section 6.03.** Sloughhouse RCD will pay their annual dues to the California Resource Conservation District.

## ARTICLE 7. TERMINATION OF AGREEMENT

### Termination on Occurrence of Stated Events

**Section 7.01.** This agreement shall terminate automatically on the Occurrence of any of the following events:

1. Bankruptcy or insolvency of either party
2. Sale of the business of either party
3. Death of either party

### Termination by Client for Default of Contractor

**Section 7.02.** Should Contractor default in the performance of this agreement or materially breach any of its provisions, Client at Client's option, may terminate this agreement by giving written notification to Contractor. For the purposes of this section, material breach of the agreement shall include, but not be limited to, failure to adequately carryout assignments as directed by Client.

### Termination by Contractor for Default of Client

**Section 7.03.** Should Client default in the performance of this agreement or materially breach any of its provisions, Contractor at the Contractor's option, may terminate this agreement by giving notice to Client. For the purposes of this section, material breach of this agreement shall include but not be limited to, failure to pay Contractor for services rendered as agreed.



## Termination for Failure to Make Agreed-Upon Payments

**Section 7.04.** Should Client agree to pay Contractor all or part of the compensation set forth in Article 4 of this agreement on the date due, Contractor, at the Contractor's option, may terminate this agreement if the failure is not remedied by Client within thirty (30) days from the date payment is due.

## Termination Without Cause Upon Notice

**Section 7.05.** Notwithstanding anything herein to the contrary, either Contractor or Client may terminate this agreement upon thirty (30) days written notice to the other. At such time of Notice of Termination. All monies due Contractor are due and payable and all Client's documents and work in progress are to be returned promptly.

## ARTICLE 8. GENERAL PROVISIONS

**Section 8.01.** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified postage prepared with return receipt requested. Mailed notices shall be addressed to the parties of the addresses appearing in the introductory paragraph. Notices delivered personally will be deemed as of actual receipt: mailed notices shall be deemed communicated as of two days after mailing.

## Entire Agreement of Parties

**Section 8.02.** This agreement supersedes any and all agreements, either written or oral, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing have been made by any party, or on the behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

## Partial Invalidation

**Section 8.03.** If any provision in this agreement is held by a court of competent jurisdiction to be invalid void or unenforceable, the remaining provisions will nonetheless continue in full force without being impaired or invalidated in any way.

## Arbitration of Disputes Required

**Section 8.04.** Any dispute or claim that arises out of or that relates to this contract, or to the existence, scope, or validity of this contract agreement, or that relates to the breach of this contract, or that arises out of or that is based upon the employment relationship (including any

wage claim, any claim for wrongful termination, or any claim based upon any statute, regulation, or law, including those dealing with employment discrimination, sexual harassment, or civil rights, age, or disabilities), or a dispute between Contractor and Client that arose/arises before, during, or after employment, shall be resolved by arbitration in accordance with the then effective arbitration rules. If dispute persists upon the completion of the arbitration process each party had the right to carry out litigation.

Attorney's Fees

**Section 8.05.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action brought for that purpose, in addition to any other relief to which the party may be entitled.

Governing Law

**Section 8.06.** This agreement will be governed by and construed in accordance with the laws of the State of California. Executed at Sacramento- Sacramento County, California, on the date and the year first above written.

**CONTRACTOR**

Cam Tredennick  
*Executive Director*  
California Association of Resource Conservation Districts

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CLIENT**

Herb Garms  
*Chair*  
Sloughouse Resource Conservation District

By: \_\_\_\_\_

Date: \_\_\_\_\_

## **Agenda Item #3**

### **Sloughhouse Resource Conservation District Board of Directors Meeting**

Agenda Date: July 17, 2023

Agenda Item #: #3  
Agenda Item Subject: CGA Staff Services Contract

To: SRCD Board of Directors  
From: SRCD Staff

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#### **Background**

The Cosumnes Groundwater Authority (CGA) directed SRCD District Manager/CGA Administrator Miller to provide an updated Scope of Work for our Staff Services Contract for Fiscal Year 2023 – 2024.

#### **Attachments**

- Draft CGA/Sloughhouse RCD Contract

#### **Staff Recommendations**

- Approve the draft Scope of Work for the CGA Staff Services Contract.

**Cosumnes Groundwater Authority and Sloughhouse Resource Conservation District  
Administrative Services Agreement**

THIS AGREEMENT is made this 12<sup>th</sup> day of January 2022 between COSUMNES GROUNDWATER AUTHORITY (“CGA”), a California Joint Powers Authority, by and through its Board of Directors, and SLOUGHHOUSE RESOURCE CONSERVATION DISTRICT (“SRCD”), a California Resource Conservation District and a signatory to the CGA Joint Powers Agreement, by and through its Board of Directors.

**RECITALS**

**WHEREAS**, CGA and SRCD are independent public agencies, each participating in water management and planning within their respective boundaries; and

**WHEREAS**, the Parties wish to take advantage of staffing and management efficiencies potentially available to them, while providing for effective and locally knowledgeable management services within the groundwater basin; and

**WHEREAS**, CGA wishes to contract with SRCD to provide it certain management and watershed coordination services as delineated herein; and

**WHEREAS**, the services provided herein would be performed at the direction of the CGA Board, for the benefit of CGA and its members, including SRCD; and

**WHEREAS**, the Parties have the authority to contract for these services under the CGA Joint Powers Agreement and applicable provisions of California law; and

**WHEREAS**, the Districts intend for this initial Agreement to serve as a trial period for potential future cooperation.

**AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

- 1. Recitals.** The Recitals above are incorporated and adopted as if fully set out herein.
- 2. Term of Agreement:** The initial term of this Agreement shall commence on the date of its execution by both districts noted in the opening paragraph above, and continue until June 30, 2022. The initial term of this Agreement may be extended upon approval by the governing Board of each Party.
- 3. Services to be Performed:** SRCD will provide staffing to perform the services identified in Exhibit A, according to the rate schedule provided therein.
- 4. Costs:** There will be no additional fee for costs or office space. The Parties will

negotiate additional costs/fee share for shared facilities, equipment and projects as the need arises.

**5. Billing:** For the initial term of this Agreement, SRCD shall bill CGA for services provided on an hourly basis. SRCD will send CGA a monthly statement of the fees & costs incurred under this Agreement. SRCD's statements will clearly describe the basis for all charges and will itemize costs and expenses attributed to CGA under this Agreement. In the event that CGA objects to any fee or expense item, the Parties shall immediately meet and confer in an attempt to resolve the disagreement in an amicable fashion.

**6. Relationship of Staff to Board/District:** For the term of the Agreement, SRCD staff will remain SRCD employees. Nothing in this Agreement shall be construed as creating an employer-employee relationship between SRCD staff and CGA. The parties recognize that management and policy determinations for each Party are carried out under the direction and control of that entity's governing boards.

**7. Conflicts between Parties:** The Parties recognize that CGA and SRCD are each a distinct legal entity, and from time to time, their positions on items of mutual concern may differ. In the event of a conflict between the interests of the Districts, either presently occurring or potential, the Chair of each Board shall meet and confer in order to resolve the issue and develop a plan for staffing on that issue. In no case shall staff be required or expected to prioritize competing interests of the two Districts.

**8. Indemnity.** Each Party agrees, to the fullest extent permitted by law, to indemnify and hold the other Party and its trustees, officers, employees, agents or authorized volunteers harmless from any and all damages, liability or costs (including attorneys' fees and costs of defense) to the extent caused by the indemnifying Party's own negligent acts, errors or omissions or the negligent acts, errors or omissions of its contractors or sub-contractors or others for whom the indemnifying Party is legally liable.

**9. Early Termination of the Agreement:** The Agreement may be mutually terminated by the Parties at any time. The Agreement may be terminated by either party upon 60 days written notice of the termination. In the event of an early termination of this Agreement, the parties agree to cooperate in transitioning the services provided under this Agreement back to the respective parties. Termination shall not relieve any Party of its financial obligations arising under this Agreement prior to the effective date of the termination, including but not limited to financial obligations or guarantees for loans provided by individual Parties, if applicable.

## **GENERAL**

**10. Entire Agreement.** This MOA constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, written or oral. This MOA may be amended from time to time by written agreement executed by the Parties.

**11. Severability.** If one or more clauses, sentences, paragraphs or provisions of this MOA are held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties that the remainder of the MOA 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.

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

**13. Construction and Interpretation.** This MOA has been arrived at through negotiation and each Party has had a full and fair opportunity to revise the terms of this MOA. 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 MOA.

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

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

**16. Counterparts.** This MOA may be executed by the Parties 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement:

<i>Herb Garms, Chair</i> <i>Sloughouse Resource Conservation District</i>	<i>Dated:</i>
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<i>Lindsey Liebig, Chair</i> <i>Cosumnes Groundwater Authority</i>	<i>Dated:</i>
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**FY 23-23 Staff Services Hours Breakdown (June 5, 2023, A.Mille**

	Manager (\$80/hr)	Coordinator (\$75/hr)	Coordinator (\$110/hr)	Yearly Hours	Monthly Hours	Justification
<b>Task 1: CGA Operations</b>	<b>648</b>	<b>264</b>	<b>0</b>	<b>912</b>	<b>76</b>	
Board Meetings + Prep	120	120	0	240	20	Monthly meeting plus prep
Committee Meetings	120	120	0	240	20	2 monthly meetings plus p
Board Member Coordination	120	0	0	120	10	Monthly call w/each Direct
GSA Coordination	96	24	0	120	10	Monthly coordination w/ e
Coordination w/ State	48	0	0	48	4	
Funding Study Development	60	0	0	60	5	Coordination w/consultant
Staff and Contractor Oversight	24	0	0	24	2	
Responding to GSP Comments	60	0	0	60	5	TBD, pending State respon
<b>Task 2: Financial Managemenet</b>	<b>85</b>	<b>190</b>	<b>0</b>	<b>275</b>	<b>23</b>	
Contract Management	50	10	0	60	5	
Recurring Financial Work and Rep	0	120	0	120	10	
Annual Audit and State Reporting	15	45	0	60	5	
Grant Development	20	15	0	35	3	
<b>Task 3: Outreach and Engagment</b>	<b>128</b>	<b>230</b>	<b>0</b>	<b>358</b>	<b>30</b>	
Workshops/Educational Events	100	150	0	250	21	Monthly workshop/webina
Public Noticing and Outreach	8	40	0	48	4	Brown Act Compliance
Newsletter Development	20	40	0	60	5	Monthly informational nev
<b>Task 4: SGMA Activities</b>	<b>155</b>	<b>331</b>	<b>0</b>	<b>486</b>	<b>41</b>	
Monitoring Network Oversight/M	35	200	0	235	20	Assumes 3rd party perform
Data Management System Oversi	15	0	0	15	1	Assumes tec support is als
Annual Report Development	10	75	0	85	7	Assumes tec support is als
Well Permitting Coordintion	75	0	0	75	6	E.O. N-3-23 and potential l
PMA Oversight and Coordination	20	56	0	76	6	Assumes tec support is als
<b>Task 5: Miscellaneous</b>	<b>24</b>	<b>25</b>	<b>0</b>	<b>49</b>	<b>4</b>	
Misc.	24	25	0	49	4	
<b>ALL TASK OVERVIEW</b>	<b>1040</b>	<b>1040</b>	<b>0</b>	<b>2080</b>	<b>173</b>	
	\$ 83,200	\$ 78,000	\$ -			
<b>SRCD</b>	<b>\$</b>	<b>161,200</b>	<b>TOTAL</b>	<b>\$161,200</b>		

## Agenda Item #3

### Sloughhouse Resource Conservation District Board of Directors Meeting

Agenda Date: July 12, 2023

Agenda Item #: #3

Agenda Item Subject: SRCD Operational Policies

To: SRCD Board of Directors

From: Austin Miller and Brittany Friedman

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#### **Meeting Minutes**

District Manager Miller spoke with SRCD Counsel who provide a variety of examples of meeting minutes from other agencies. It was recommended that if meetings are record that a document/file retention policy be adopted. Counsel also confirmed that additional details/recordings comes with additional legal exposure.

#### **Example Minutes:**

- Santa Rosa Plain GSA: [http://santarosaplainingroundwater.org/wp-content/uploads/000-03.30.23-SRP-Board-Mtg-MinutesFINAL.sp\\_ada.pdf](http://santarosaplainingroundwater.org/wp-content/uploads/000-03.30.23-SRP-Board-Mtg-MinutesFINAL.sp_ada.pdf)
- Placer County Water Agency: <https://www.pcwa.net/board-of-directors/meeting-minutes>
- Tulare Irrigation District: <https://tulareid.org/tid-special-board-minutes-february-15-2022-signedpdf>
- Yolo RCD: [https://yolorcd.org/wp-content/uploads/RCD\\_Minutes\\_2023-0517\\_signed.pdf](https://yolorcd.org/wp-content/uploads/RCD_Minutes_2023-0517_signed.pdf)

#### **From California Special District Association:**

#### **Is a member of the public permitted to audio or video record an open regular meeting of the Board without notifying the Board or asking for permission in advance?**

Yes, any person attending and open and public meeting of a legislative body has the right to record the proceedings with an audio or video recorder, unless there is a finding made by the Board that the continued recording constitutes a disruption for some reason. This is pursuant to the Brown Act, *California Government Code section 54953.5*.

#### **Are special district boards required to video or audio record their open meetings?**

No, the Board of Directors is not required to record their open meetings, although nothing forbids them from doing so. Recording meetings furthers the intent of the Brown Act to bring more openness and transparency to proceedings. However, it is important to note that recordings are considered public documents subject to disclosure under the Public Records Act. Any inspection of a video or tape recording shall be provided without charge on a video or tape player made available by the local agency. Copies of the recording may be made for a reasonable charge.

*Source:* Government Code section 54953.5(b)



### Agenda Item #3

#### **Are members of the public permitted to record open meetings?**

Yes. Any person attending an open and public meeting of a legislative body of a local agency shall have the right to record the proceedings with an audio or video recorder or a still or motion picture camera, so long as the method of recording used is reasonable and not disruptive. The legislative body may place reasonable restrictions in order to preserve the orderly conduct of its meetings. *Source:* Government Code section 54953.5(a)

#### **Banking**

District Manager Miller confirmed with Five Star Bank that because we already have an impress cash account, setting up additional accounts would simply require direction from the account signers. A meeting with Sacramento County has been scheduled to discuss fiscal year end matters and to inquire about any concerns with transferring the District's money to Five Star.

#### **Staff Recommendations**

- Provide direction on preferred Meeting Minutes format.
- Authorize Staff to open a new account with Five Star Bank to transfer District funds from the County of Sacramento to.

## Agenda Item #4

### Sloughhouse Resource Conservation District Board of Directors Meeting

Agenda Date: July 12, 2023

Agenda Item #: #4

Agenda Item Subject: SRCD Staff Report

To: SRCD Board of Directors

From: Austin Miller and Brittany Friedman

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#### **Groundwater Sustainability Fee**

SRCD has received zero appeals to our groundwater sustainability fee for Fiscal Year 2022-2023. SRCD Staff will be submitting fee data to the County for Fiscal Year 2023-2024 by July 31, 2023.

#### **Cosumnes Groundwater Authority**

Links: [Board Meeting Materials](#) | [Committee Meeting Materials](#)

#### **Upcoming CGA Board Meetings**

##### Next Regular Board Meeting

- Monday, July 17, 2023, 9:00-12:00pm
- Location: Galt Police Department, 455 Industrial Dr., Galt, CA 95632

#### **South American Subbasin Groundwater Sustainability Plan (GSP) Implementation**

Links: [South American Subbasin Website](#)

None.

#### **Sacramento County RCDs**

Links: [Florin RCD](#) | Lower Cosumnes RCD (*coming soon!*)

Florin RCD: 3<sup>rd</sup> Tuesday of the Month at 6:30pm

#### **Rancho Murieta CSD**

Rancho Murieta Community Service District hired a new General Manager, Mimi Morris, at the end of May. District Manager Miller sent an introduction email to Mimi providing background on our efforts as a RCD and GSA and will look to set up a meeting.