

Regular Meeting of the Board Sloughhouse Resource Conservation District Agenda

When: Wednesday, December 8, 2021

Where: Via Zoom

https://us02web.zoom.us/j/86855730403

Meeting ID: 868 5573 0403

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 December 8, 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 December 8, 2021
- b. Minutes November 10, 2021
- c. Financial Report November 2021
- d. Engagement Letter from Auditor (Blomberg & Griffin Accountancy Corporation) for FY 19 and FY 20 Audit Dated June 1, 2021

REPORTS:

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



BUSINESS ACTION ITEMS:

- 1. Cosumnes Groundwater Authority Update (10 minutes)
- 2. MOA to Provide Administrative Services to CGA (20 minutes)
 - a. Consideration and Possible Action re: Direction to Staff and Counsel on Draft MOA
- 3. Cosumnes Subbasin GSP Development (10 minutes)
 - a. Update: Finalization of Cosumnes Subbasin GSP
- 4. Consideration of the South American Subbasin Groundwater Sustainability Plan (30 minutes)
 - a. Staff Overview of South American Subbasin GSP
 - GSP Available at: SASbGroundwater.org
 - b. Open Public Hearing on the South American Subbasin GSP
 - c. Close Public Hearing on South American Subbasin GSP
 - d. Consider: SRCD GSA Adoption of the South American Subbasin GSP
- 5. Water Efficiency Technical Assistance Grant Opportunity (15 minutes)

IDENTIFICATION OF ITEMS FOR FUTURE MEETINGS

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

ADJOURNMENT



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Meeting of the Board - MINUTES Sloughhouse Resource Conservation District

When: Wednesday, November 10th, 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 1:02 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 November 10, 2021
- b) Minutes October 13, 2021
- c) Minutes October 27, 2021
- d) Financial Report November 2021

By consensus, the Board agreed to move Business Item #1 to after Item #4 and before Item #5.

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

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

Director Silva seconded the motion.

The motion passed with all in favor.

Director Schneider moved to approve consent calendar item d.

Director Liebig seconded the motion.

The motion passed with all in favor.

REPORTS

a) Staff Report
Staff provided a report on administrative work being done.

b) NRCS Report



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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

Gary Silva updated the Board that the Clay Water District GSA adopted the CGA JPA.

BUSINESS ACTION ITEMS

 Sacramento Local Agency Formation Commission Special District Commissioner and Alternate Special District Commissioner Election

Director Washburn moved to select Gay Jones for the Sac. LAFCo Special District Cmmisioner (Ballot A) position. Director Schneider seconded the motion.

The motion passed with all in favor (Liebig absent).

- 2. Cosumnes Groundwater Authoirty (CGA) Joint Powers Agreement
 - a. Consideration and Possible Action re: Resolution 2021.11.10.01 Resolution Adopting the CGA JPA and Initial Year Funding Agreement

Director Washburn moved to pass Resolution 2021.11.10.01.

Director Liebig seconded the motion.

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

b. Consideration and Possible Action re: Appointment of SRCD's Representative and Alternate to the CGA Board of Directors

Director Silva moved to appoint Lindsey Liebig as the SRCD representative on the CGA Board of Directors. Director Schneider seconded the motion.

The motion passed with all in favor.

Lindsey moved to appoint Herb Garms as the SRCD alternate representative on the CGA Board of Directors. Director Washburn seconded the motion.

The motion passed with all in favor.

- 3. MOA to Provide Administrative Services to CGA Staff provided an update on the development of a MOA to provide administrative services to CGA.
- 4. Cosumnes Subbasin GSP Development Staff and Committee Members provided an update on the Cosumnes Subbasin GSP development and response to public comments.
- 5. South American Subbasin GSP Development Staff provided an update on the South American Subbasin GSP development.
- 6. Discussion: Upcoming SRCD Board of Directors Meetings
 The Board discussed potential meeting dates for November and December.

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7. Teleconference Meeting Options During an Emergency

Consideration and Possible Action re:

a. Resolution 2021.11.10.02 (teleconference meetings for 30 days)

Director Silva moved to adopt Resolution 2021.11.10.02.

Director Schneider seconded the motion.

The motion passed with all in favor (Liebig and Washburn absent).

IDENTIFICATION OF ITEMS FOR FUTURE MEETINGS

The Board approved the follow future agenda items by consensus:

- **a.** Public Hearing and Consideration of the South American Subbasin Groundwater Sustainably Plan (December 8, 2021 at 1:00 pm)
- **b.** Public Hearing and Consideration of the Cosumnes Subbasin Groundwater Sustainably Plan (January 12, 2022 at 1:00 pm)

ADJOURNMENT

Garms adjourned the meeting at 3:20 pm.





Financial Report

December 3, 2021

Deposits (Revenue):			
<u>Description</u>	<u>Source</u>		<u>Amounts</u>
	Sub-To	otal \$	-
New Bills (Expendetures):			
<u>Description</u>	<u>Vendor</u>		<u>Amounts</u>
Office Supplies	Austin Miller	\$	302.06
Staff Time (November)	CARCD	\$	8,181.34
Cell Phone Expenses (2021 to date)	CARCD	\$	816.40
Meeting Expeneses	Herb Garms	\$	74.66
Fall 2021 SGMA Monitoring	SSCAWA	\$	7,314.87
Fee for GW Fee Appeals	County of Sacramentio	\$	25.00
	Sub-To	otal \$	16,714.33
	3ub-10	rai 3	10,714.33

Impress Fund Balance: \$460	Total Change in Account Balance	\$	(16,714.33)
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To: Sloughhouse RCD Board of Directors

From: Austin Miller, District Manager

Subject: Memo on December 8, 2021, Board of Directors' Agenda, Consent Calendar

Date: December 8, 2021

SRCD Board of Directors,

The attached letter from Blomberg & Griffin Accountancy Corporation (Blomberg) is a letter of engagement for Blomberg to finish preparing financial audits for SRCD for Fiscal Years 2017, 2018, 2019, and 2020. Over the last year I have been working with Blomberg to ensure that these required audits are getting completed. To date, there has been no issues in producing the proper documentation for Blomberg to perform their audit and they have not brought any issues to my attention.

Once we approve this letter, Blomberg will finish their audit reports and have them for you all to review in the coming months. I anticipate working with Blomberg to provide the Board with a presentation on these audits (plus FY 2015 and 2016, the other two years that Blomberg has prepared for us recently) in either January or February 2022.

The Board has already approved the expenses for these audits. Besides approving the letter of engagement, no other action is needed today.

Thank you,

Austin Miller SRCD District Manager

Blomberg & Griffin Accountancy Corporation Certified Public Accountant

June 01, 2021
To Board of Directors and Management
Sloughhouse Resource Conservation District
Elk Grove, CA

We are pleased to confirm our understanding of the services we are to provide Sloughhouse Resource Conservation District for the year ended June 30, 2017, 2018, 2019 and 2020. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Sloughhouse Resource Conservation District as of and for the year ended June 30, 2017, 2018, 2019 and 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Sloughhouse Resource Conservation District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Sloughhouse Resource Conservation Services District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- RSI

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for the State Controller's Minimum Audit Requirements for California Special Districts and will include tests of the accounting records of Sloughhouse Resource Conservation District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Sloughhouse Resource Conservation District's financial statements. Our report will be addressed to management and the governing board of Sloughhouse Resource Conservation Services District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or othermatter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures-Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Other Services

We will also assist in preparing the financial statements and related notes of Sloughhouse Resource Conservation District In conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations,

contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information. Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to County and State Auditor Controller; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Blomberg & Griffin A.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to County or State Auditor Controller or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Blomberg & Griffin A.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the County or State Auditor/Controller. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately June 01, 2021, and to issue our reports no later than 12/31/2021. John E. Blomberg is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be as stated in our audit proposal.

We appreciate the opportunity to be of service to Sloughhouse Resource Conservation District and believe this letter accurately summarizes the significant terms of our engagement.

Very truly yours,

Blomberg & Griffin A.C.

Approved by Management:

Approved by Board of Director:

Block + Griff AC

Update on the Cosumnes Groundwater Authority

December 8, 2021

GSA	Adoption Date	Representatives
Amador County Groundwater Management Authority	November 22, 2021	Rep: Gary Thomas Alt: Rick Ferriera
Clay Water District	November 15, 2021	Rep: Rick Whole Alt: Gary Silva
City of Galt	November 16, 2021	Rep: Jay Vandenburg Alt: Mike Selling
Galt Irrigation District	November 9, 2021	Rep: Leo VanWarmerdam Alt: John Mulrooney
Omochumne-Hartnell Water District	November 16, 2021	Rep: Mark Stretars Alt: Kurt Kautz
Sacramento County	November 16, 2021	Rep: Don Notolli Alt: Linda Dorn
Sloughhouse Resource Conservation District	November 10, 2021	Rep: Lindsey Liebig Alt: Herb Garms

CGA Initial Meeting Actions

- Lindsey Liebig Chair of the Board
- Mark Stretars Vice-Chair of the Board
- Rebecca Smith (Downey Brand LLP) CGA legal counsel through 6/22
- Austin Miller Secretary and Treasurer of the Board
- Contract w/ EKI to complete the Cosumnes Subbasin Annual Report (due to DWR April 1, 2022)
- DWR for Facilitation Support Services
- Regular Meetings: Third Monday at 9:00 am at the Galt Police Department's Community Meeting Room

Transition from Working Group to CGA

- CGA will be leading GSP *implementation* discussions/work
- Working Group website + email will transition to CGA
- Contact:
 - Austin Miller, CGA Secretary
 - Austin@SloughhouseRCD.org
 - 916-526-5447
 - Stephen Julian, Cosumnes Subbasin Watershed Coordinator
 - Stephen@WackmanConsulting.com
 - 254-640-0155

Cosumnes Groundwater Authority and Sloughhouse Resource Conservation District Administrative Services Agreement

THIS AGREEMENT is made this ____ day of ____, 2021 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 provisions of <___>, the CGA Joint Powers Agreement, and other 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.

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:

Herb Garms, Chair	Dated:
Sloughhouse Resource Conservation District	
Lindsey Liebig, Chair Cosumnes Groundwater Authority	Dated:

EXHIBIT A

SERVICES TO BE PROVIDED

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.

Task	Hourly Rate	Total Monthly Hours	Total Monthly Costs
Task 1	\$80	15	\$1,200
Task 2	\$80	25	\$2,000
Task 3	\$80	15	\$1,200
Task 4	\$80	15	\$1,200
Task 5	\$80	10	\$800
Monthly Total		80	\$6,400
Agreement Total		560	\$44,800



South American Subbasin Groundwater Sustainability Plan Development

SUMMARY OF SASB FINAL GSP

SASb GSPWG:

County of Sacramento

Northern Delta

Omochumne-Hartnell Water District

Sacramento Central Groundwater Authority

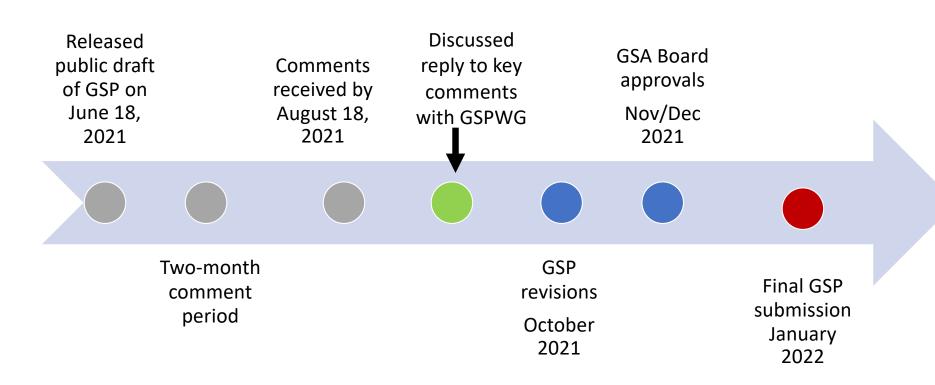
Sloughhouse RCD

November 16, 2021

Presentation to OHWD Board - Nov 16, 2021



Schedule for Final GSP



Contents of SASb GSP

Abstract

Executive Summary

- 1. Introduction
- 2. Basin Characterization
- 3. Sustainability Goal and Sustainable Management Criteria, Monitoring Network
- 4. Projects and Management Actions
- 5. Implementation
- 6. References

Appendices

Key Findings of SASb GSP

- SASb is currently sustainable "in balance"
- With implementation of 3 planned projects, SASb will remain sustainable under projected future conditions – based on CoSANA modeling results
- Two monitoring networks will be used to verify sustainability
 - Groundwater Level 45 wells
 - Water Quality 21 wells
- Sustainable Management Criteria (SMC) have been established for wells in each monitoring network to track either GW levels or Water Quality

Key Elements of GSP

- Recognition/support for Key Planned Projects
 - OHWD recharge project
 - Harvest Water
 - Regional Conjunctive Use
 - SAFCA
- Commitment to implement key Management Actions
 - Ongoing coordination
 - Fill data gaps
 - Well Protection Program
- DWR Implementation Requirements under SGMA
 - Monitoring
 - Annual Reports
 - Management Actions
 - Outreach/engagement
 - Five Year Update of GSP

Discussion - Questions?

Thank you!





Update on the CDFA Water Efficiency Technical Assistance Program

December 8, 2021

The Budget Act of 2021 appropriated \$5 million to CDFA for irrigation water efficiency and nutrient management technical assistance grants. The Water Efficiency Technical Assistance (WETA) grant program is designed to facilitate technical assistance to agricultural operations for on-farm water and energy use efficiency and nutrient management.

Program Objectives:

- 1. Provide on-farm, one-on-one technical assistance to farmers to evaluate irrigation system efficiency (e.g., mobile irrigation lab) and provide diagnostics, reports, and recommendations to growers.
- 2. Coordinate or provide pump efficiency testing for farmers.
- 3. Provide training regarding water use efficiency and nutrient management practices and technology.

Funding & Duration:

- CDFA will award up to \$5 million to eligible organizations
- The grant term will be 36 months.
- Maximum award amount is \$500,000.
- CDFA reserves the right to offer an award different than the amount requested.

Eligibility:

The following entities are eligible to apply for WETA grants:

- Resource Conservation Districts (RCDs)
- University of California, California Community Colleges or California State Universities
- Non-profits
- Federally- and California-Recognized Native American Indian Tribes

Applications are due January 19, 2022 by 5pm.

STAFF RECOMMENDATION:

• Direct Staff to work with the Cosumnes Subbasin Watershed Coordinator to prepare a draft application for the WETA Program for the Board to consider on January 12, 2021.