

Regular Meeting of the Board Sloughhouse Resource Conservation District Agenda

When: Monday, December 11, 2023

Where: Rancho Murieta Community Services

15160 Jackson Rd.

Rancho Murieta, CA 95683

or

Via Zoom: https://us02web.zoom.us/j/84032627877

Meeting ID: 840 3262 7877

Time: 12:30 pm - 3:30 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 SRCD Staff before the day of the meeting via email [info@SloughhouseRCD.org] or telephone [916-526-5447] to discuss your accessibility needs.

OPENING / CALL TO ORDER

PUBLIC COMMENT FROM THE FLOOR (Non-Agenda Items)

TREASURY REPORT: (10 minutes)

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 December 11, 2023
- b. Minutes November 15, 2023
- c. Financial Report December 2023

REPORTS: (15 minutes)

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

GENERAL BUSINESS ACTION ITEMS: (30 minutes)

- 1. Staffing Changes
 - a. Interim Position of Administrative Coordinator
 - b. District Manager Hiring Process
 - c. Water Efficiency Technical Assistant Hiring Process
- 2. Operational Policies and Board Roles
 - a. Document Retention Policy
 - b. Social Media Policy

GROUNDWATER SUSTAINABILITY AGENCY ACTION ITEMS: (60 minutes)

- 3. Cosumnes Groundwater Authority
 - a. Member Contribution Agreement
- 4. South American Subbasin GSP Implementation
 - a. Member Contribution Agreement

INFORMATIONAL / DISCUSSION ITEMS (10 minutes)

5. SRCD Staff Report

IDENTIFICATION OF ITEMS FOR FUTURE MEETINGS

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

ADJOURNMENT



Meeting of the Board - MINUTESSloughhouse Resource Conservation District

When: Wednesday, November 15, 2023
Where: Rancho Murieta Community Services

15160 Jackson Rd.

Rancho Murieta, CA 95683

Time: 10:30 am - 1:30 pm

Board Members: Barbara Washburn (absent), Herb Garms, Gary Silva Jr., Lindsay Liebig

(absent), Jay Schneider

Associate Directors: Teresa Flewellyn

Staff: Brittany Friedman

**A recording of this meeting can be found on the Sloughhouse RCD website at: https://srcd.specialdistrict.org/meetings **

OPENING

Chairman Garms called the meeting to order at 10:32am.

PUBLIC COMMENT

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

None.

TREASURY REPORT

Director and Treasurer Silva provided an update on SRCD's financials including the current invoices for the month and the transition to Five Star Bank from Sacramento County.

CONSENT CALENDAR:

- a. Agenda -November 15, 2023
- b. Minutes October 11, 2023
- c. Financial Report November 2023

Director Silva moved to approve the consent calendar.

Director Schneider seconded the motion.

The motion passed with three in favor (Garms, Silva, Schenider) and two absent (Washburn, Liebig)

REPORTS

- a. USDA Natural Resource Conservation Service (NRCS) None.
- b. Sacramento County Ag. Commissioners Report The 2022 Crop Report was shared via email by Chris Flores and presented to the Board by staff.

c. SRCD Board Member Reports

Director Silva Jr. discussed a company that is able to create a GSA/SRCD parcel map that the Clay District has already taken advantage of and recommend this for us. Public member Tish said that she could look into this and gather more information. Director Schneider provided feedback on the recent Galt Irrigation District meeting he attended.

GENERAL BUSINESS ACTION ITEMS

1. Staffing Changes

a. Interim Position of Administrative Coordinator

This item was agreed to be tabled until December - no changes to the position at this time.

b. District Manager Hiring Process

The Board discussed the written job role/description document and decided to provide suggestions and adjustments for this document at the December meeting.

c. Water Efficiency Technician Hiring Process

The Board discussed and agreed that a hiring committee consisting of Friedman, Silva and Liebig will be responsible for hiring the WETA technician.

GROUNDWATER SUSTAINABILITY AGENCY ACTION ITEMS

2. Cosumnes Groundwater Authority

a. Funding Study Development

Kronick lawyer and SRCD representative Scott Morris gave a presentation on the SGMA Fee Study and Road Map. The Board discussed CGA budget and financials as well as Prop 26 vs 218.

b. Member Contribution Agreement

The Board discussed the member contribution agreement for CGA and the possibility of an amended budget being agreed upon before signing the contribution agreement.

Director Schneider moved to table the signing until CGA has an amended budget. Director Silva seconded the motion.

The motion passed with three in favor (Garms, Silva, Schenider) and two absent (Washburn, Liebig)

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3. South American Subbasin GSP Implementation

a. Member Contribution Agreement

No action was taken on this matter - item tabled.

4. Center for Land-based Learning SLEWS Academy

Staff presented information on the SLEWS Academy and made a case as to why SRCD should sign the three year agreement for this program as well as contribute the requested \$3,000. The Board discussed the benefits of this program, costs and staff time.

Director Silva moved to approve and sign the CLBL SLEWS Academy Agreement. Director Schneider seconded the motion.

The motion passed with three in favor (Garms, Silva, Schenider) and two absent (Washburn, Liebig)

INFORMATIONAL/DISCUSSION ITEMS

5. SRCD Staff Report

Staff provided a brief report highlighting the National Association of Conservation Districts' (NACD) 78th Annual Meeting which will take place in San Diego on February 10 - 14, 2024. https://www.nacdnet.org/news-and-events/annual-meeting/

Staff provided a brief report highlighting the California Association of Resource Conservation Districts (CARCD) 78th Annual Meeting which will take place in Sacramento on December 13 - 15, 2023.

https://site.pheedloop.com/event/carcd78conference/schedule

Rancho Murieta CSD is in the process of updating their Integrated Water Management Plan. A draft of the plan is anticipated in the coming months. View the story map here: https://storymaps.arcgis.com/stories/f1891e0bda0e48f3b7e8281645fd2af2

Staff member Brittany Friedman provided a short update on her time at the CSDA Board/Clerk Conference in Monterey, CA from November 6 - 8, 2023. She received a certificate of completion from CSDA for attending.

IDENTIFICATION OF ITEMS FOR FUTURE MEETINGS

The Board approved the following future agenda items by consensus:

ADJOURNMENT

Director Garms adjourned the meeting at 1:52pm.

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Balance Sheet

As of December 7, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts (Sac County + Five Star Bank)	\$531,574.26
Accounts Receivable	\$0.00
Total Current Assets	\$531,574.26
TOTAL ASSETS	\$531,574.26
LIABILITIES AND EQUITY	
Liabilities (Accounts Payable)	
Current Liabilities	\$16,807.83
Total Liabilities (Accounts Payable)	\$16,807.83
Equity	\$514,766.43
TOTAL LIABILITIES AND EQUITY	\$531,574.26

Expenses Needing Board Approval

All Dates

	AMOUNT	MEMO/DESCRIPTION	
CARCD			
	9,560.63	Friedman Wages - November 2023	
Total for CARCD			\$9,560.63
CSDA			
	541.00	CSDA Membership Dues - 2024	
Total for CSDA			\$541.00
Five Star Bank			
	303.70	Five Star Credit Card/Office Supplies - December 2023	
Total for Five Star Bank			\$303.70
Kronick			
	6,402.50	Legal Fees through October 2023	
Total for Kronick			\$6,402.50
TOTAL			\$16,807.83

Budget vs. Actuals: SRCD FY 23-24 Budget - FY24 P&L

July 2023 - June 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
4600 Services (Staff Support)	56,579.86	161,000.00	-104,420.14	35.14 %
Contributed income				
4500 Grant Income		194,051.00	-194,051.00	
Total Contributed income		194,051.00	-194,051.00	
Investment income				
4900 Interest Income (94941000)		20,000.00	-20,000.00	
Total Investment income		20,000.00	-20,000.00	
Other Income				
4100 Tax Revenue (91-)	15,667.05	146,500.00	-130,832.95	10.69 %
4200 Groundwater Sustainability Fee		149,413.00	-149,413.00	
4700 Misc. Other Revenue (97979000)		15,000.00	-15,000.00	
Total Other Income	15,667.05	310,913.00	-295,245.95	5.04 %
Total Income	\$72,246.91	\$685,964.00	\$ -613,717.09	10.53 %
GROSS PROFIT	\$72,246.91	\$685,964.00	\$ -613,717.09	10.53 %
Expenses				
5370 Office Supplies (Consumable) (20207600)	2,260.53	10,000.00	-7,739.47	22.61 %
Bank fees & service charges				
5200 Assessment/Collections Services (20250700)		1,750.00	-1,750.00	
Total Bank fees & service charges		1,750.00	-1,750.00	
Memberships & subscriptions				
5260 Dues, Memberships, Subscriptions, Publications, etc. (20206100)	541.00	4,000.00	-3,459.00	13.53 %
Total Memberships & subscriptions	541.00	4,000.00	-3,459.00	13.53 %
Office supplies	144.00	10,000.00	-9,856.00	1.44 %
Printing & photocopying				
5240 Printing and Copying	141.67		141.67	
Total Printing & photocopying	141.67		141.67	
Shipping & postage				
5340 Postage/Shipping (20292200)		5,000.00	-5,000.00	
Total Shipping & postage		5,000.00	-5,000.00	
Total 5370 Office Supplies (Consumable) (20207600)	3,087.20	30,750.00	-27,662.80	10.04 %
5510 CDFA Conservation Ag Planning Grant (CAPGP)		40,000.00	-40,000.00	
5520 CDFA Water Efficiency Technical Assistance Grant (WETA)		109,338.00	-109,338.00	
Contract & professional fees		,	,	
5330 Other Professional Services (20259100)	220.00	15,000.00	-14,780.00	1.47 %
5380 Cosumnes Groundwater Authority Contribution (20281204)		149,413.00	-149,413.00	
5390 South American Subbasin SGMA Contributions (20289900)		9,000.00	-9,000.00	
Accounting fees	3,450.00	8,000.00	-4,550.00	43.13 %
Legal fees	,		,	
5350 Legal - General (20253100)	7,280.00	15,000.00	-7,720.00	48.53 %
5355 Legal - Groundwater (20253100)	7,157.57	15,000.00	-7,842.43	47.72 %

Budget vs. Actuals: SRCD FY 23-24 Budget - FY24 P&L

July 2023 - June 2024

			ΓΟΤΑL	
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Total Legal fees	14,437.57	30,000.00	-15,562.43	48.13 %
Total Contract & professional fees	18,107.57	211,413.00	-193,305.43	8.57 %
Insurance	2,396.00		2,396.00	
5300 Insurance (20205100)		2,500.00	-2,500.00	
Total Insurance	2,396.00	2,500.00	-104.00	95.84 %
Payroll expenses				
Salaries & wages				
5000 Staff Expenses (20254100)				
Staff Costs (Friedman)	54,817.28	96,056.00	-41,238.72	57.07 %
Staff Costs (Miller)	37,557.47	116,900.00	-79,342.53	32.13 %
Staff Costs (WETA)		26,102.00	-26,102.00	
Total 5000 Staff Expenses (20254100)	92,374.75	239,058.00	-146,683.25	38.64 %
Total Salaries & wages	92,374.75	239,058.00	-146,683.25	38.64 %
Total Payroll expenses	92,374.75	239,058.00	-146,683.25	38.64 %
Travel				
5400 Transportation (Travel, Mileage)	260.68		260.68	
Hotels	480.90		480.90	
Total Travel	741.58		741.58	
Uncategorized Expense				
5270 Education, Training, & Staff Development (20203600)		8,000.00	-8,000.00	
5320 Misc. Expenses (20227504)	67.14	4,000.00	-3,932.86	1.68 %
Total Uncategorized Expense	67.14	12,000.00	-11,932.86	0.56 %
Total Expenses	\$116,774.24	\$645,059.00	\$ -528,284.76	18.10 %
NET OPERATING INCOME	\$ -44,527.33	\$40,905.00	\$ -85,432.33	-108.86 %
NET INCOME	\$ -44,527.33	\$40,905.00	\$ -85,432.33	-108.86 %

Sloughhouse Resource Conservation District Board of Directors Meeting

Agenda Date: December 11, 2023

Agenda Item #: #1

Agenda Item Subject: SRCD Staffing Changes

To: SRCD Board of Directors

From: SRCD Staff

Interim Position of Administrative Coordinator

Sloughhouse RCD's recent District Manager Austin Miller has started a new position with the County of Sacramento as of October 30, 2023. He has made himself available to assist with the transition if needed via meeting the new WETA program coordinator and District Manager once hired.

In the interim, Administrative and Program Coordinator Brittany Friedman is willing to take over the District Manager job role and duties. With the expansion of duties, a temporary increase in compensation and title change would be executed. Staff is asking for approval of either of the following options:

- a) a temporary increase in compensation to account for the increase in duties as Interim District Manager
- b) approval to work up to 10 hours of overtime per week with only the Admin Coordinator position role and duties utilized

Attachment: CARCD - SRCD Updated Contract of Service 23 - 24

District Manager Role

Staff is looking for direction on posting the District Manager job role and the general hiring process for this role. Austin Miller prepared a District Manager role description and job listing to be posted upon the approval of the Board in preparation of hiring a new DM. The role can be posted on: LinkedIn, Indeed, Sloughhouse Website, CGA Website and CARCD Website for free.

Attachment: <u>District Manager Job Description</u>

Water Efficiency Technical Assistant Hiring Process

On July 28th, the CA Dept. of Food and Agriculture (CDFA) announced that Sloughhouse Resource Conservation District has been selected to receive a Water Efficiency Technical Assistance (WEAT) award in the amount of \$432,153.00. Over the coming weeks, CDFA staff will work staff to finalize grant agreement documents including the Scope of Work and Budget. The grant contract start date was November 1, 2023.

The Water Efficiency Program Coordinator was been posted to the <u>SRCD website</u> and <u>LinkedIn</u>. 18 applications came in and the SRCD Hiring Committee narrowed those down to 3 top applicants. Of those 3, 1 is available and will be interviewing with the Committee on December 18. The Hiring Committee will provide an update regarding this position at the January 2024 meeting.

Attachment: WETA Job Posting

Staff Recommendation

- Approve the Administrative Coordinator to take on the Interim District Manager role OR approve up to 10 hours of overtime per week with only the Admin Coordinator position role and duties.
- Direction on hiring process of District Manager role and job description

CARCD/SRCD CONTRACT FOR SERVICE

This AGREEMENT made on December 11, 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 <u>12/11/2023</u> and will continue for a period of <u>3 months</u> 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, Water Efficiency Program 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 Conservationist to develop proposals for cooperative agreements and other funding opportunities.

Water Efficiency Program Coordination

- Provide on-farm, one-on-one technical assistance to farmers to evaluate irrigation system efficiency and provide diagnostics, reports and recommendations to growers.
- Coordinate/provide pump efficiency testing for farmers.
- Provide training regarding water use efficiency and nutrient management practices and technology.
- Write Irrigation Water Management Design Plans.
- Coordinate the Cosumnes Subbasin Monitoring Network

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 \$49.94/hour (this includes the Employees pay rate, plus a \$5/hour charge from CARCD) for District Manager duties and activities. Employees pay rate is subject to increases of up to 3% per year based on a joint employment evaluation of Contractor's employee performing the District Manager duties.
- Up to \$45/hour for an Interim (Temporary) District Manager, appointed by the Board, for the duration of up to 3 months (this includes the Employees pay rate, plus a \$5/hour charge from CARCD) for Interim District Manager duties and activities.
- Up to \$42.45 /hour (this includes the Employees pay rate, plus a \$5/hour charge from CARCD) for Program Coordinator (Admin and Water Efficiency) duties and activities. Employees pay rate is subject to increases of up to 3% per year based on a joint employment evaluation of Contractor's employee performing the Program Coordinator duties.
- Up to \$35.00/hour (this includes the Employees pay rate, plus a \$5/hour charge from CARCD) for Communication Coordinator duties and activities. Employees pay rate is subject to increases of up to 3% per year based on a joint employment evaluation of Contractor's employee performing the Communication Coordinator duties.
- A cost-of-living adjustment will be determined annually by the SRCD Board.
- 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.) (approximately \$5,000 per employee),
- 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 <u>15</u> days of receipt of payment of Client by <u>Sacramento County.</u> 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 tort 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 Invalidity

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 <u>Sacramento-Sacramento County, California</u>, on the date and the year first above written.

CONTRACTOR

Nancy Wahl-Scheurich

Executive Director, California Association of Resource Conservation Districts

By:	Date:	
CLIENT		
Herb Garms		
Chair, Sloughhouse Resource Conservation District		
D	D	
By:	Date:	



<u>Position Description:</u> District Manager

Do you want to be part of an enthusiastic team working with the agricultural community in Sacramento County to help growers and help reach sustainability goals? Come work with us!

About Us

Located in Sacramento County, the Sloughhouse Resource Conservation District (SRCD) is a special district of the State of California and a local Groundwater Sustainability Agency (GSA). The RCD works closely with a variety of local and regional partners to become better stewards of our natural resources through education, outreach, and implementing conservation projects to advance the long-term sustainability of working landscapes, rural life, and our unique environment. Learn more about us on our website at SloughhouseRCD.org.

Pursuant to the SRCD Board of Directors policy and direction, the District Manager will:

20%* - General District Management:

- 1. Manage Board operations, including pre- and post- meeting logistics:
 - a. Develop agendas and supporting documentation in cooperation with the Board.
 - b. Prepare formal minutes for each meeting.
 - c. Prepare and post meeting announcements in accordance with Board policy and Brown Act regulations.
 - d. Maintain and update an online archive of pre- and post-meeting documents.
- 2. Ensure efficient and effective District operations:
 - a. Safeguard District integrity by carrying out functions that adhere to all statutes, governmental rules, regulations, and compliance requirements pertaining to or affecting Special Districts, Resource Conservation Districts, and Groundwater Sustainability Agencies.
 - b. Set a high standard for District communications, including timely response to phone calls, emails, and other correspondence.

At the direction of the Board:

- c. Prepare and manage contracts with consultants and/or partner agencies.
- d. Provide oversight and leadership for any additional staff brought on by the Board
- e. Draft and edit Board policy.
- 3. Lead efforts to create new opportunities for the District to meet its Mission and Vision of broad service to multiple constituencies:

^{*}Time estimates are suggestions/guidelines.

- a. Create/update as needed a long-term strategic plan and complementary annual work plans for Board consideration; implement Board directives and priorities.
- <u>b.</u> Administer and supervise the District's participation in watershed and community groups, including fostering relationships with potential funders.
- <u>c.</u> Work with the Board, external partners, and constituents to develop projects and programs in accordance with our mission to protect natural resources within the district.
- d. Actively seek out and write grant proposals in collaboration with Board members that continue and maintain the work of the RCD at the level of operations directed by the Board.
- 4. Supervise other staff members:
 - a. Assist with the recruitment and hiring of new staff.
 - b. Provide oversight of staff as directed by the Board.

10%* - Financial Management:

- 1. Working with the Board Finance Committee, draft and edit the District's annual budget.
- 2. Provide ongoing management of the District's finances. These tasks include, but are not limited to:
 - a. Preparing and submitting financial documents on a monthly basis.
 - <u>b.</u> Working with the County of Sacramento's Department of Finance to ensure the District's financial accounts are accurate.
- 3. Oversee the annual audit, including supplying the auditor with requested financial paperwork.

10%* - Outreach:

- 1. Represent and promote the District at local, state, regional, and federal levels.
- 2. Serve as a liaison to the Elk Grove office of the NRCS by helping disseminate information about loans, new programs, and new information about soil and water conservation practices.
- 3. Working with consultants, maintain a website for the District. Prepare content, reply to inquiries, and help maintain the security of the site.
- 4. Promote the District and successful projects implemented by the District within the community and with the media.

60%* - Groundwater Sustainability:

- 1. Work with the Board to implement the Sustainable Groundwater Management Act. This includes:
 - a. Support the Board in the implementation of the Cosumnes Subbasin and South American Subbasin Groundwater Sustainability Plans (GSPs).
 - b. Assist with intra- and inter-basin coordination.
- 2. Explore other opportunities aimed at improving the groundwater conditions within the District.
- 3. Serve as the Administrator to the Cosumnes Groundwater Authority, a joint powers authority formed by the 7 Groundwater Sustainability Agencies in the Cosumnes Subbasin to jointly implement the Cosumnes Subbasin GSP. This includes functions similar to the other District Manager responsibilities listed above as well as:

^{*}Time estimates are suggestions/guidelines.

- a. Work with local landowners and other stakeholders to facilitate the collection of groundwater data.
- b. Support the Board in evaluating and summarizing reports from consultants.

Qualifications:

Any combination of experience and education which provides the required knowledge and skills is acceptable:

- Bachelor's Degree or higher in Public Administration, Natural Resources Planning, Plant or Soil Sciences, Ecology, Agriculture, Biology, Environmental Science or a related field of study or five (5) years field and management experience in public administration, agriculture, groundwater management, agricultural or natural resource technical assistance, or crop and soil sciences.
- Community-oriented individual that conducts themselves in a professional manner and is passionate about working cooperatively with people with different perspectives, priorities, and temperaments.

Preferred Qualifications:

- Experience working in the Sacramento region.
- Fluent in Spanish, Hmong, or another language widely spoken in Sacramento County.
- Possession of a Technical Service Provider certification through the Natural Resources Conservation Service or a willingness to obtain one.

Physical Requirements:

- Ability to work in the field in a variety of outdoor and sometimes inclement weather conditions and walk on uneven terrain including disked fields and ditch hopping.
 Considerable physical activity is involved including walking up to two miles, bending, stooping, squatting, twisting, reaching and working on irregular surfaces, lifting of up to 25 pounds and occasional lifting of up to 50 pounds.
- Ability to sit for long periods of time; to climb stairs; work inside buildings and in confined spaces; to either work alone or closely with others.

License:

 Required to possess and maintain a valid California driver's license, Class C or higher, to carry out job related duties.

Compensation:

- Salary Range: \$80,000-90,000
- Benefits include full coverage of health insurance and a deferred compensation plan with employer match.

Anticipated Start Date:

December 2023

To Apply:

^{*}Time estimates are suggestions/guidelines.

- Please email a cover letter, resume, and three professional references to Brittany
 Friedman at info@SloughhouseRCD.org. The position will remain open until filled with
 initial application deadline being Friday, November 17, 2023. If you would like additional
 information, please contact the email address above.
- The Resource Conservation District is an equal opportunity employer. Candidates reflecting the social diversity of California are strongly encouraged to apply.

^{*}Time estimates are suggestions/guidelines.

Sloughhouse Resource Conservation District Board of Directors Meeting

Agenda Date: December 11, 2023

Agenda Item #: #2

Agenda Item Subject: SRCD Operational Policies

To: SRCD Board of Directors

From: Brittany Friedman

Background

To ensure Sloughhouse RCD is operating within all laws governing special districts, resource conservation districts, and groundwater sustainability agencies, and to ensure efficient district operations, it is important to periodically review our policies.

Staff has prepared the following policies for review today:

- Document Retention Policy
- Social Media Policy

At the direction of the Board, Staff will periodically prepare our other SRCD policies (links below) for review (these are available to review any time at SloughhouseRCD.org/About):

- Appointment Policy
- Agenda and Minute Development Policy (link needed)
- Associate Directors Policy
- Board Officer Policy (link needed)
- Code of Conduct
- Committee Assignments (link needed)
- Conflict of Interest Policy
- Consultant Selection Policy
- Investment of District Funds Policy
- Procurement Policy
- Reserve Policy
- Reimbursement Policy

Staff Recommendations

- Review and/or approve the Document Retention Policy
- Review and/or approve the Social Media Policy

Document Retention PolicyDRAFT POLICY, December 2023

The purpose of this policy is to establish guidelines for staff regarding the retention and disposition of records of Sloughhouse Resource Conservation District (SRCD or the District), provide for the identification, maintenance, safeguarding, and disposal of records in the normal course of the District's operations, and ensure compliance with legal and regulatory requirements.

Compliance with Statute: The provisions of this section are intended to implement the provisions of Chapter 7 (commencing with section 60200) of division 1, title 6 of the California Government Code. Nothing herein contained shall be deemed to abridge or amend said provisions, and in the event of any conflict said Government Code shall govern.

- 1. <u>General Guidelines:</u> The following general guidelines apply to all District records. The term "records" as used herein shall include documents, instructions, books, microforms, electronic files, magnetic tape, optical media or papers; as defined by the California Public Records Act.
 - a. The District Board of Directors hereby authorizes the disposal of any duplicate record, paper, or document where the original or permanent photographic record is retained in accordance with this policy.
 - b. Except where a record is expressly required to be preserved according to federal or California law, the District Board of Directors may approve the disposal of any original document without the District retaining a copy of the document as long as the retention and disposal of the document complies with the retention schedule as set forth in this policy.
 - c. In addition to the retention period required under this policy, the District shall retain original administrative, legal, fiscal and/or historical records with continued value (i.e., records for long-term transactions and/or special projects) until all matters pertaining to such records are completely resolved or the time for appeals has expired.
 - d. Pursuant to Government Code 60201, the District shall not dispose of any of the following records:
 - i. Records relating to the formation, change of organization, or reorganization of the District;
 - ii. Ordinances and resolutions, unless they have been repealed or have become invalid or otherwise unenforceable for five (5) years;
 - iii. Written, Board-approved minutes of any meeting of the District;
 - iv. Records relating to any pending claim, litigation, any settlement or other disposition of litigation within the past two (2) years, including litigation holds;
 - v. Records that are the subject of any pending request for records under the California Public Records Act, whether or not the record is exempt from disclosure, until the request has been granted or two (2) years after the request has been denied by the District;
 - vi. Records relating to any pending construction that the District has not accepted or for which a stop notice claim may be legally presented;
 - vii. Records relating to any non-discharged debt of the District;
 - viii. Records relating to the title to real property in which the District has an interest;
 - ix. Records relating to any non-discharged contract to which the District is a party;
 - x. Records that have not fulfilled the administrative, fiscal, or legal purpose for which they were created or received;

- xi. Unaccepted bids or proposals, which are less than two (2) years old, for the construction or installation of any building, structure or other public work;
- 2. Records less than seven (7) years old from the date of payment, that specify the amount of compensation paid to District employees, officers, or independent contractors providing professional services to the District; records relating to the expense reimbursement to District officers or employees; or records relating to the use of District paid credit cards or any other travel compensation mechanism.
 - <u>Retention Schedule:</u> The "Sloughhouse Resource Conservation District Document Retention Schedule" is attached hereto and incorporated herein as Appendix A. This schedule was developed from the Local Government Records Management Guidelines from the California Secretary of State's Office.
- 3. <u>Disposal of Original District Records:</u> District Staff will be responsible for the disposal of original records in accordance with Appendix A. District Staff shall obtain consent from the District's Legal Counsel before the disposal of any original District record that is not on the Retention Schedule and which may be of importance to the District.
 - a. <u>Prior to disposal of records identified in Section 1 c, such as "records for long-term transactions and/or special projects" or records of historical value, District Staff shall obtain consent from the Board of Directors.</u>
- 4. <u>Further Retention of Documents:</u> The District should be mindful of the recommendation from the California Secretary of State's Office that "effective records management" ensures that records are kept only as long as they have some administrative, fiscal, or legal value.
- 5. <u>Changes in Federal and State Policy:</u> As a result of changes to federal and California laws that regulate municipal records retention, the "Sloughhouse Resource Conservation District Document Retention Schedule" shall be updated to ensure compliance with legal and regulatory requirements. The Document Retention Policy and Appendix A of the policy shall be retained and remain in force until they are replaced by an adopted revision.
- 6. <u>Board of Directors action is Final</u>. Whenever the Board of Directors takes an action it shall be assumed that the Board considered all the information before it, <u>including the policy contained herein</u>, therefore the action shall remain valid so long as it was otherwise lawful. In other words if "but for this or other SRCD policy, was the action was lawful", then the action remains in full force and effect.

Appendix A
Sloughhouse Resource Conservation District Document Retention Schedule

Type of Record	Years	Remarks
Correspondence	3	
Financial	4	With the exception of records for grants, 7 years
Equipment/Supplies	2	
Personnel	Active+2	
Policy/Procedure	Active+2	

If any policy or portion of a policy contained herein is in conflict with statutes, court cases or applicable regulations having authority over the Sloughhouse Resource Conservation District, said statutes, court cases, og applicable regulations shall prevail.

Social Media Policy DRAFT POLICY, December 2023

This policy outlines the protocol and procedures for use of social media to publicize District services and events. In addition, this policy addresses the responsibilities of employees and District officials with regard to social media and the use of District resources (time/equipment), as well as responsibilities related to the public records and open meeting laws.

General Guidelines

- No District social media site may be created without the approval of the District Manager or designated staff. All District social media sites created on behalf of the District, by its employees on District time, or using other District resources are the property of the District and shall be administered and regularly monitored by the District Manager or staff designee. These social media sites shall be used only to inform the public about District business, services and events. Individual departments may not have their own pages/sites. Individual departments wishing to add content to District social media sites may submit a request to the District Manager. The District's website, sloughhousered.org, will remain the primary location for content regarding District business, services and events. Whenever possible, links within social media formats should direct users to the District web site for more information, forms, documents, or online services necessary to conduct business with the District. District social media sites shall clearly state that such sites are public social media sites maintained by the District and that the sites comply with this Social Media Policy.
- 2. District employees and appointed and elected officials shall not disclose information about confidential District business on the District's social media sites, personal social media sites, or otherwise. In addition, all use of social media sites by elected and appointed officials shall be in compliance with California's open meeting laws, which prohibit serial meetings of a majority of the Board or another legislative body of the District via email or other electronic means. Members of the Board, committees and/or legislative bodies may answer questions, provide information to the public, and solicit information from the public regarding a matter that is within the subject matter jurisdiction of the legislative body. However, members of the Board, committees and/or legislative bodies shall not respond to, "like", "share", retweet, or otherwise respond directly to any communication on a social media site made by another member of the body on which they serve, and within the subject matter jurisdiction of the body. Members of the same legislative body may not otherwise use social media sites to discuss business within the subject matter jurisdiction of the legislative body amongst themselves. Employees and elected or appointed officials' posts to non-District social

media sites are a reflection of their own views and not necessarily those of the District and should not suggest otherwise.

Posting/Commenting Guidelines:

- 1. All postings made by the District to social media sites will contain information and content that has already been published or broadcast by the District. The District will not comment on other social media member's sites. All official social media postings by the District will be done solely on the District's social media sites or in response to postings made on the District's social media sites. Officers, employees and agents of the District representing it on District social media sites shall conduct themselves professionally and in accordance with all District policies. All District social media sites shall use authorized District contact information for account set-up, monitoring and access. Personal email accounts or phone numbers may not be used to set up, monitor, or post to a District social media platform. All passwords and account credentials are property of the District.
- 2. The District reserves the right to remove from its social media sites content that it finds to violate this policy or applicable law, consistent with Federal and State law.
- 3. The District will only post photos for which it has copyright or the owner's permission.
- 4. District social media platforms are subject to the California Public Records Act. Any content maintained on a District social media site that is related to District business, including a list of subscribers, posted communication, and communication submitted for posting, may be considered a public record and subject to public disclosure. All postings on District social media sites shall be sent to a District email account and maintained consistently with the Public Records Act, provided, however, that any material removed from a District social media site consistently with this policy shall be considered a preliminary draft, note or memorandum not retained by the District in the ordinary course of business and shall not constitute a public record of the District required to be retained consistently with the District's records retention schedules.
- 5. The District and its employees will not use chat functions on social media sites.
- 6. Links to all social media networks to which the District belongs will be listed on the District's website. Interested parties wishing to interact with these sites will be directed to visit the District's website for more information on how to participate.
- 7. The District reserves the right to terminate any District social media site without notice or to temporarily or permanently suspend access to District social media as to some or all persons at any time, consistent with point d) above. The District reserves the right to implement or remove any functionality of its social media platforms, in the discretion of the General Manager or his or her designee. This includes, but is not limited to, information, articles, pictures, videos, or any other form of communication that can be posted on a District social media platform.

- 8. District social media sites may contain content, including but not limited to, advertisements or hyperlinks over which the District has no control. The District does not endorse any hyperlink or advertisement placed on District social media sites by the social media site's owners, vendors, or partners.
- 9. Posts may NOT contain any personal information, except for the names of persons being available for contact by the public as representatives of the District. Posts to District social media sites shall NOT contain any of the following:
 - a. Comments that are not topically related to the information commented upon;
 - b. Comments in support of, or opposition to, political campaigns, candidates or ballot measures;
 - c. Profane language or content;
 - d. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, or status with regard to public assistance, national origin, physical or mental disability, gender identity, gender expression, sexual orientation, or any other category protected by federal, state, or local law;
 - e. Sexual content or links to sexual content;
 - f. Solicitations of commerce:
 - g. Conduct or encouragement of illegal activity;
 - h. Information that may tend to compromise the safety or security of the public or public systems; or
 - i. Content that violates a legal ownership interest of any other party, such as trademark or copyright infringement; or any content that is confidential, sensitive, or includes proprietary information, or that otherwise violates another person's right to privacy.

Procedures:

- 1. The General Manager or his designee will be responsible for responding to comments and messages as appropriate. The District will direct users to the District's web site for more information, forms, documents or online services necessary to conduct business with the District.
- 2. The District may invite others to participate in its social media sites. Whether to permit public participation in social media sites will be based upon the best interests of the District, as determined by the General Manager or his or her designee, and the requirements of federal and state law.

Responsibilities:

1. It is the responsibility of employees, and appointed and elected officials to understand the procedures as outlined in this policy.

- 2. Employees who are not designated by the District Manager to access social media sites for District business are prohibited from accessing social media sites utilizing the District computer equipment and/ or the District's web access. While at work, employees who are not granted access via District systems and computing equipment may use personal computing devices and personal web accounts to access social media sites only during non-working hours such as lunch periods and breaks. State law provides that more than occasional or incidental personal use of District resources is a crime.
- 3. The District Manager will determine if a requested use of District social media sites or other District resources is appropriate and complies with this policy.
- 4. All content on District social media sites must comply with District web standards, the rules and regulation of the social media site provider, including privacy policies, and applicable law. Employee or District confidentiality shall be maintained in accordance with all applicable laws and District policies. If a question arises regarding the use or posting of confidential information on a social media site, the matter shall be referred to the District Manager. The information in question shall not be posted, or if already posted, shall be removed until an opinion is rendered by the District Manager or, at his or her request, Legal Counsel. Notwithstanding the opinion of the District counsel, the District Manager reserves the right to restrict or remove District information from a District social media site if the District Manager concludes the information does not serve the best interest of the District.
- 5. All social media-based services to be developed, designed, managed by or purchased from any third party source for District use requires appropriate budget authority and approval from the Board of Directors.
- 6. The District reserves the right to change, modify, or amend all or part of this policy at any time.

Sloughhouse Resource Conservation District Board of Directors Meeting

Agenda Date: December 11, 2023

Agenda Item #: #3

Agenda Item Subject: Cosumnes Groundwater Authority Update

To: SRCD Board of Directors

From: SRCD Staff

Cosumnes Groundwater Authority (CGA) Overview

Links: <u>Board Meeting Materials</u> | <u>Committee Meeting Materials</u>

Upcoming CGA Board Meetings

Next Regular Meeting

- Wednesday, February 7, 2023, 8:30-11:30am
- Location: Galt Police Department, 455 Industrial Dr., Galt, CA 95632

Member Contribution Agreement (Current Fiscal Year, 2023-2024)

In June 2023 the Cosumnes Groundwater Authority Board of Directors adopted a Member Agency Contribution Agreement for Fiscal Year 2023-2024. Now GSAs need to adopt the agreement and invoices will be developed. The agreement is attached.

Attachment: CGA Member Agency Contribution Agreement

RECOMMENDATION: Adopt the CGA Contribution Agreement.

COSUMNES GROUNDWATER AUTHORITY MEMBER AGENCY CONTRIBUTION AGREEMENT

THIS AGREEMENT is made this _____th day of _____ 2023 between COSUMNES GROUNDWATER AUTHORITY ("CGA"), a California Joint Powers Authority, by and through its Board of Directors, and 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 CGA was formed to implement certain aspects of the Sustainable Groundwater Management Act ("SGMA") and the Cosumnes Groundwater Sustainability Plan ("GSP"), and;

WHEREAS, the GSAs entered into the Initial Funding and Revenue Agreement for Implementation of a Groundwater Sustainability Plan Agreement which set member contributions to CGA for Fiscal Year 2021-2022, and those GSAs entered into a similar agreement for Fiscal Year 2022-2023 and;

WHEREAS, the CGA Board of Directors annually adopts a budget outlining CGA's projected expenses and revenue, which delineates the proposed member contributions, and;

NOW THEREFORE, the Parties, on the terms and conditions herein set forth, hereby agree as follows:

TERMS:

- 1. The Parties shall each pay their member contributions, as delineated in Exhibit 1 hereto ("CGA Fiscal Year 2023-2024 Budget"), to the Cosumnes Groundwater Authority.
- 2. Each Party must meet its Member Contribution obligation to the CGA, as outlined in Exhibit 1, by June 30. However, it is recommended to make early payment, whether in part or in full.
- 3. In-kind contributions are appropriate and recognized as satisfactory to meet a member's contribution. Any in-kind contributions proposed to be substituted, in whole or in part, for monetary payment of a Party's Fiscal Year 2023-2024 Member Contribution must be part of the Fiscal Year 2023-2024 approved budget and approved in advance by the CGA Board of Directors.

4.	In the event that CGA's actual Fiscal Year 2023-2024 costs are less than the total estimated costs set forth in Exhibit 1, the remaining funds held by CGA shall be refunded to each members or placed in reserve, as determined by the CGA Board of Directors.

FY 2023-2024 Cosumnes Groundwater Authority Budget

Expenses - Regulatory and Operational Costs

Activity (updated)	•	nses (Amended December 2023)
Personnel	\$	136,000
Legal	\$	30,000
Public Outreach Supplies	\$	2,500
Annual Report	\$	33,000
Data Management System	\$	2,000
Technical Services	\$	75,000
Well Monitoring	\$	15,000
Subscriptions, Licenses and Office	\$	3,000
Financial Audit	\$	20,000
Grant Funding Exploration	\$	-
Post-GSP Fee Establishment	\$	65,000
PMAs + Data Gaps	\$	40,000
Responding to State Comments on	\$	2,000
Grants	\$	-
Contingency	\$	-
Totals	\$	423,500

Income - Member Contributions			
GSA	FY 23-23 Contributions (Adopted December 2023)		
City of Galt	\$	15,000	
Amador CGMA	\$	5,000	
Galt Irrigation District	\$	156,749	
Clay Water District	\$	21,737	
OH Water District	\$	23,241	
Sloughhouse RCD	\$	148,402	
County of Sacramento	\$	55,601	
Late Payments	\$	14,007	
Total	\$	439,737	

Expenses and Income Overview			
	FY 23	-24 Projected	
Category	(Adopted December		
		2023)	
Starting Balance	\$	350,105	
Expenses	\$	423,500	
Income	\$	439,737	
D: ((46.007	
Difference	\$	16,237	
Year End Balance	\$	366,342	

Sloughhouse Resource Conservation District Board of Directors Meeting

Agenda Date: December 11, 2023

Agenda Item #: #4

Agenda Item Subject: South American Subbasin Groundwater Sustainability Plan

Implementation

To: SRCD Board of Directors

From: SRCD Staff

South American Subbasin Groundwater Sustainability Plan (GSP) Implementation

Links: South American Subbasin Website

GSA Contributions

Sloughhouse RCD has not yet made a contribution to the South American Subbasin for Fiscal Year 2022-2023 as we are waiting for a final breakdown of expenses.

The budget for the joint GSA efforts in the South American Subbasin for Fiscal Year 2023-2024 is the same as the previous year and the Sloughhouse RCD contribution would be the same (\$8,325). Starting in Fiscal Year 2024-2025 work on the 5-year Update to the South American Subbasin will begin and a separate funding agreement will need to be developed.

Currently Sloughhouse RCD makes their GSA contribution payments from our general fund. To generate funding to sustain this work, we will need to either explore voluntary contributions from landowners or develop and implement a groundwater sustainability fee.

Attachment: <u>SASb Cost Estimate DRAFT</u>

Recommendations:

• Sign and Authorize the South American Subbasin 23-24 FY contribution.

Exhibit B – Anticipated Shared Costs of SASB SGMA Compliance

Annual Budget for 2023-24 FY

Subbasin Wide Costs	Estimated Annual Budget	Comments
Annual Report	\$65,000	LWA, W&C and GEI completion of annual report
Data Management System (update and maintain)	\$45,000	W&C transitioning to SCGA Staff (GEI)
Contract Administration/Accounting	\$20,000	Manage contracts and process. County costs not to exceed
Basin Administration	\$15,000	SCGA/GEI costs not to exceed
Legal Support	NA	SCGA attorney costs related to the entire SASb
Outreach/Website maintenance	\$10,000	W&C Contract initially, transition to internal management by a GSA
Interbasin Coordination	\$5,000	LWA contract initially, transitioning to internal GSA costs
Monitoring Coordination	\$10,000	LWA initially, transition to SCGA Staff (GEI)
CoSANA Model Updates	\$35,000	W&C costs and SCGA Staff (GEI) oversight
Domestic Well Protection Program and EMD Coordination	\$20,000	SCGA/GEI costs not to exceed

Total	\$225,000	Annual cost year 2- July 1 2023 - June 30, 2024

Sloughhouse RCD's Contribution for the '23 – '24 Fiscal Year: \$8,325

Approved:	
Date	

Printed Name and Signature