

SOUTHEAST SACRAMENTO COUNTY AGRICULTURAL WATER AUTHORITY
BOARD MEETING
AGENDA

TUESDAY, JANUARY 11, 2022
9:30 AM

This meeting is open to the public. This meeting will be conducted entirely by teleconference. In Compliance with CA Executive Orders N-25-20 and N-29-20 members of the Board of Directors and members of the public will participate in this meeting by teleconference. The call in information for the Board of Directors and the public is as follows:

Join Zoom Meeting

<https://us02web.zoom.us/j/87564284697?pwd=NHlxcE9tdHpkZFJ3ZTBPaEM4ZEdOZz09>

Meeting ID: 875 6428 4697

Passcode: 635501

One tap mobile +16699009128,,87564284697#,,,,*635501#

OPENING:

1. Call Meeting to Order
2. Roll call
3. Public Comment - comments are limited to 3 minutes for each presenter (Comments will be received at this time for any items not on the agenda but are in purview of the Boards jurisdiction)

CONSENT ITEMS:

1. Approve Agenda
2. Minutes (10/12/21)
3. Treasurer's Report – Approval of Bills

INFORMATION/ACTION ITEMS:

(Comments will be received after board discussion of each item listed below. Comments limited to 3 minutes or discretion of the Chair)

1. Resolution No. 2021/22- Making Findings Related to Remote Meetings Pursuant to AB361.
2. Sustainable Groundwater Management Act (SGMA)
 - a. Cosumnes Basin update
 - b. Long Term Governance for the Cosumnes Basin
 1. MOA for staffing of the Cosumnes Groundwater Authority

3. Contract amendment with Wackman Consulting for staffing of the Cosumnes Groundwater Authority
4. Cosumnes Basin Monitoring
5. Watershed Coordinator Quarterly report
6. Authorization for Debit Card on F & M Bank Account
7. Authorization for purchase of computer and monitor
8. Authorization to Use Quickbooks Online
9. Director Comments
10. Adjourn

Southeast Sacramento County Agricultural Water Authority
Special Board Meeting Minutes
October 12, 2021

Opening:

1. The SSCAWA meeting was called to order by Chairman VanWarmerdam at 9:36 am via teleconference set up by a Zoom call.
2. Members present were Mark Stretars, Ken Mitchell, Paul Hensleigh, Leo VanWarmerdam, Pat Kirby, John Mulrooney, Gary Silva Jr. and Rick Wohle. Also present were Mike Wackman, Stephen Julian, Austin Miller, Herb Garms, Lindsey Liebig, Ted Costa, Bob Matteoli, Suzanne Pecci, Linda Dorn and Wendy Sparrowk.
3. Public Comment – Ted Costa presented his resume as a candidate for a LAFCO seat.

Consent Items:

1. The agenda for the meeting was reviewed. The minutes for the 6/22/21 meeting were reviewed. The Treasurer's Report and bills since the last meeting were reviewed. The Board discussed the budget from year to year. SSCAWA is waiting for grant reimbursements and 2 reimbursements for water monitoring. **A motion was made by Director Mulrooney to approve the Agenda, Minutes, TR and bills; motion second by Director Silva; motion approved 8/0/1.**

Information /Action Items:

1. Sustainable Groundwater Management Act –
 - a. Cosumnes Basin update –
 1. Long Term Governance for the Cosumnes Basin – A new JPA is being formed, Cosumnes Groundwater Authority (CGA), with 1 member from each GSA. There will be a small staff to start the JPA and an MOU with SSCAWA to share the staff. Scope of work, budget, fund usage reporting, future grants and General Manager's role were reviewed. The CGA will be formed in November and running in January.
2. Cosumnes Basin Monitoring – Fall monitoring in the basin was completed last week for quality and levels. SSCAWA will pay MLJ for the monitoring and the GSA's will reimburse the Authority. Sampling methods and comparisons were discussed.
3. Watershed Coordinator update – Stephen Julian recapped his activity since starting in May, reviewed his work hours and current projects in the basin. EKI has been doing the monitoring to date and the new TSS well will be installed in 2022. Discussion was held about the current assessment, Prop 218 preparations, water banking and grants.
4. SSCAWA Outreach and Engagement Plan – Will be discussed at future date.
5. Director Comments – Directors thanked Stephen for his services.
6. Public Comments- Nothing to report.

With no further business, the meeting was adjourned at 11:00 am.

Leo VanWarmerdam, Chairman

Southeast Sacramento Agricultural Water Authority
Treasurer's Report
January 11, 2022

Checking Account: Farmers and Merchants Bank

Beginning Account Balance: October 12, 2021		\$7,754.52
Receipts:		
OHWD-installment		\$1,500.00
GID-installment		\$631.00
CWD-installment		\$125.00
SHRCD-monitor fee reimb.		\$7,243.25
OHWD-monitor fee reimb.		\$1,567.45
GID-monitor fee reimb.		\$522.49
CWD-monitor fee reimb.		<u>\$522.49</u>
Total Available		\$19,866.20

Expenses: Through January 11, 2022

Expenses (see Total Expenses) \$15,036.25

Total Funds Available As Of January 11, 2022 **\$4,829.95**

Bills included in Expenses:

Mike Wackman-Nov,Dec,Jan		\$1,500.00
W. Sparrowk-Nov,Dec,Jan		\$1,200.00
Mark Beck-rent Nov,Dec,Jan		\$150.00
CSDA-dues		\$200.00
Wackman Consulting-Sept.-DOC grant		\$5,890.00
Wackman Consulting-May revised-DOC grant		\$2,200.00
Wackman Consulting-July-DOC grant		\$2,685.00
MLJ Environmental-August monitoring tasks		<u>\$1,211.25</u>
Total Expenses		\$15,036.25

Outstanding A/P invoices:

MLJ Engineering-Sept/Oct monitor tasks		\$9,762.27
Wackman Consulting-Watershed Coord.DOC Grant		
September		\$5,890.00
October		\$6,190.00
November		\$7,155.00
December		<u>\$4,915.00</u>
		\$33,912.27

Outstanding A/R invoices:

DOC grant funds		\$53,340.00
Sacramento County-spring monitoring		\$2,586.88
Sacramento County-fall monitoring		\$2,612.45
SHRCD-fall monitoring		<u>\$7,314.87</u>
		\$65,854.20

**Cosumnes Groundwater Authority and Southeast Sacramento County Agricultural Water
Authority
Groundwater Management Services Agreement**

THIS AGREEMENT is made this ____ day of _____, 2022 between Cosumnes Groundwater Authority (“CGA”), a California Joint Powers Authority, by and through its Board of Directors, and SOUTHEAST SACRAMENTO AGRICULTURAL WATER AUTHORITY (“SSCAWA”), a California Joint Powers Authority, by and through its Board of Directors.

RECITALS

WHEREAS, CGA and SSCAWA are independent public agencies, each participating in groundwater 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 their groundwater basin; and

WHEREAS, CGA wishes to contract with SSCAWA 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; and

WHEREAS, the Parties have the authority to contract for these services under their respective joint powers agreements, and other applicable provisions of California law; and

WHEREAS, the Parties intend for this initial Agreement to serve as a trial period for potential future staffing 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 parties noted in the opening paragraph above, and continue until June 30, 2021. The initial term of this Agreement may be extended upon approval by the

governing Board of each Party.

3. Services to be Performed: SSCAWA 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, SSCAWA shall bill CGA for services provided on an hourly basis. SSCAWA will send CGA a monthly statement of the fees & costs incurred under this Agreement. SSCAWA'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/Authority: For the term of the Agreement, SSCAWA staff will remain SSCAWA employees and contractors. Nothing in this Agreement shall be construed as creating an employer-employee relationship between SSCAWA 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 SSCAWA 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 Parties, either presently occurring or potential, the President 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 Parties.

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 MOU constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, written or oral. This MOU 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 MOU are held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties that the remainder of the MOU 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 MOU are intended for convenience only and shall not be used in interpreting this MOU or in determining any of the rights or obligations of the Parties to this MOU.

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

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 MOU shall not be deemed to be a waiver of that remedy.

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

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

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

<i>Leo VanWarmerdam, President Southeast Sacramento County Agricultural Water Authority</i>	<i>Dated:</i>
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<i>Lindsey Leibig, Chair Cosumnes Groundwater Authority</i>	<i>Dated:</i>
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SSCAWA and Cosumnes Groundwater Authority MOA

FY 21-22, December 2021 - June 2022

Monthly Task Hours

Task	DOC Rate	DOC Grant Hours	DOC Grant Expense	CGA Rate	Anticipated CGA Hours	Estimated CGA Expense
Task 1: SGMA Activities						
Project and Management Actions	\$110	36.75	\$ 4,042.50	\$ 110.00	35	\$ 3,850.00
Monitoring and Data Management System	\$110	26.75	\$ 2,942.50	\$ 110.00	25	\$ 2,750.00
Reporting	\$110	7.83	\$ 861.67	\$ 110.00	5	\$ 550.00
	\$110	2.17	\$ 238.33	\$ 110.00	5	\$ 550.00
Task 2: Outreach and Engagement						
Assist the PIO with responding to all questions/request from the public, media, other stakeholders	\$110	1.22	\$ 134.44	\$ 110.00	15	\$ 1,650.00
Outreach and Education	\$110	1.22	\$ 134.44	\$ 110.00	10	\$ 1,100.00
Task 3: Contract and Fiscal Management						
Assist Treasurer as needed	\$110	5.56	\$ 611.11	\$ 110.00	5	\$ 550.00
Identify and pursue funding opportunities	\$110	5.56	\$ 611.11	\$ 110.00	5	\$ 550.00
Task 4: Miscellaneous						
Assist in developing a Staffing Plan for Board Consideration	\$110	0.00	\$ -	\$ 110.00	3	\$ 330.00
Work collaboratively with the Plan Manager to ensure adequate staffing is provided to all tasks	\$110			\$ 110.00	1	\$ 110.00
Other tasks and responsibilities identified by the Board of Directors and agreed to by SSCAWA	\$110			\$ 110.00	1	\$ 110.00
Monthly Hours		43.53			58	
Monthly Expenditure			\$ 4,788.06			\$ 6,380.00
December - June Total		304.69	\$ 33,516.39		406	\$ 44,660.00

**BOARD OF DIRECTORS
SOUTHEAST SACRAMENTO COUNTY AGRICULTURAL WATER AUTHORITY**

RESOLUTION NO. _____ 2021-22-_____

**AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF SOUTHEAST
SACRAMENTO COUNTY AGRICULTURAL WATER AUTHORITY PURSUANT TO
THE BROWN ACT**

WHEREAS, the Southeast Sacramento County Agricultural Water Authority (SSCAWA) is committed to preserving public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the SSCAWA are open and public, as required by the Ralph M. Brown Act (Gov. Code, §§ 54950 – 54963) (“Brown Act”), so that any member of the public may attend, participate, and watch the SSCAWA’s legislative body conduct its business; and

WHEREAS, Assembly Bill 361 added Government Code section 54953(e) to make provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, those conditions currently exist within the, namely, that the SSCAWA is included within the March 4, 2020 state of emergency declared by the Governor pursuant to Government Code section 8625, and that state or local officials have imposed or recommended measures to promote social distancing.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF SOUTHEAST SACRAMENTO COUNTY AGRICULTURAL WATER AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

2. Remote Teleconference Meetings. SSCAWA shall conduct its meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953. SSCAWA staff are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

PASSED AND ADOPTED by the Board of Directors of Southeast Sacramento County Agricultural Water, this 11th day of January, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Secretary