

Cosumnes Groundwater Authority and Sloughhouse Resource Conservation District Administrative Services Agreement

THIS AGREEMENT is made this 5th day of June, 2024 between COSUMNES GROUNDWATER AUTHORITY (“CGA”), a California Joint Powers Authority, by and through its Board of Directors, and SLOUGHHOUSE RESOURCE CONSERVATION DISTRICT (“SRCD”), a California Resource Conservation District and a signatory to the CGA Joint Powers Agreement, by and through its Board of Directors.

RECITALS

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

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

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

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

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

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

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

- 1. Recitals.** The Recitals above are incorporated and adopted as if fully set out herein.
- 2. Term of Agreement:** The initial term of this Agreement shall commence on July 1, 2024 or the date of its execution by both districts noted in the opening paragraph above, whichever comes later, and continues until June 30, 2025. The initial term of this Agreement may be extended upon approval by the governing Board of each Party.
- 3. Services to be Performed:** SRCD will provide staffing to perform the services identified in Exhibit A, according to the rate schedule provided therein.
- 4. Costs:** There will be no additional fee for costs or office space. The Parties will

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

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

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

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

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

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

GENERAL

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

11. Severability. If one or more clauses, sentences, paragraphs or provisions of this MOA are held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties that the remainder of the MOA shall not be affected thereby. Such clauses, sentences, paragraphs or

provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

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

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

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

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

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

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

<i>Herb Garms, Chair Sloughouse Resource Conservation District</i>	<i>Dated:</i>
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<i>Chris Hunley, Chair Cosumnes Groundwater Authority</i>	<i>Dated:</i>
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EXHIBIT A

SERVICES TO BE PROVIDED

Task 1: Serve as Cosumnes Groundwater Authority Secretary/Board Clerk

- i. Assist the Board of Directors in carrying out their policies and procedures while

- ii. serving as the Board Clerk.

Task 2: SGMA Activities

Confer with contractors to ensure that the CGA Board is staying on course to meet the corrective actions set up in the Groundwater Sustainability Plan.

Task 3: Outreach and Engagement

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.

Coordinate the implementation of the Outreach and Engagement Committee.

Task 4: Contract and Fiscal Management

Work with the Cosumnes Groundwater Authority Treasurer.

Provide oversight of Cosumnes Groundwater Authority contracts and finances.

Task 5: Miscellaneous

Work with the Board of Directors to identify staffing needs.

Work collaboratively with the Cosumnes Subbasin Watershed Coordinator to ensure adequate staffing is provided to all tasks.

Other tasks and responsibilities identified by the Board of Directors and agreed to by Sloughhouse RCD.

Schedule	Hourly Rate	Total Monthly Hours	Total Monthly Costs
Board Meeting Months	\$75	80	\$6,000
Non-meeting Months	\$75	40	\$3,000