Special Meeting of the Board
Sloughhouse Resource Conservation District
Agenda

When: Wednesday, March 11, 2020
Where: Rancho Murieta Community Services District Office, 15160 Jackson Rd. Rancho Murieta, 95683
Time: 6:00pm – 9:00pm

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 minutes per person and no more than fifteen minutes per topic. For good cause, the Board Chairman may waive these limitations.

Agenda Item Time Frame- All agenda items times are suggested by staff developing the agenda and are an estimate.

1) Call to Order*

2) 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.

3) Approval of Agenda and Minutes (02/25/2020)*

4) Approval of the Financial Report*
   a) Budget Discussion

5) Regular Reports
   a) Staff Report- Miller
   b) NRCS Report
   c) Board Report

6) Consideration of Cosumnes Basin Working Group Framework Agreement *
   a) Extension of current adopted Framework Agreement for 2 months so it can be further evaluated with DWR facilitation consultant’s input
      i) Resolution 2020.03.11 for Extension of current Framework Agreement
   b) Consideration of current amended Framework Agreement
      i) Current public draft amended Cosumnes Working Group Framework Agreement being considered, dated 01/09/2020 (Bennet Version)
   c) Consideration of amendments to Framework Agreement
      i) Amended Framework Agreement (suggested amendments by SRCD Counsel)

7) Update on outreach regarding well monitoring and geophysical data in the Cosumnes Subbasin
   a) Update on outreach for well monitoring and geophysical data
      i) Discuss Draft Well Access Agreement

*Action Items
Prepared by: H. Roberson
3/10/2020
8) Consider a substitute or corrected resolution to prepare DWR Facilitation Grant Application*
   a) Consider the resolution that was intended to be attached to previous agenda
      i) Resolution 2020.03.11 to Apply for DWR Facilitation Support Services (FSS) Grant and negotiate consultation services
   b) Re-adopt or reaffirm the draft Resolution passed on February 25, 2020
      i) Resolution 2020.25.02

9) South American Subbasin Update
   a) MOU
   b) Cost Share/Rate Study

10) CARCD Monarch and Pollinators Block Grant Update

11) Tribal Engagement and SGMA Implementation Discussion*
    a) Support for presentation to the Cosumnes Working Group re: tribal engagement and SGMA implementation

12) April Meeting *

13) Consideration of Future Agenda Items*

14) Adjourn Meeting

*Action Items
Prepared by: H. Roberson
3/10/2020
Special Meeting of the Board - MINUTES
Sloughhouse Resource Conservation District

When: Tuesday, February 25th, 2020
Where: Rancho Murieta Community Service District; 15160 Jackson Hwy., Rancho Murieta, CA 95683
Time: 1:00pm – 4:00pm

Board Members: Jay Schneider, Herb Garms, Gary Silva Jr., Barbara Washburn
Staff: Austin Miller, Holly Roberson (Counsel)
Public: Linda Dorm (Sac. County), Matti Siltamen (DWR), Mark Martin (RMCSD), John Lowrie (Water Forum), Suzanne Petti

1. Call to Order*
   
   Schneider called the meeting to order 1:08pm.

2. 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.

3. Approval of Agenda and Minutes (1/8/2020)*
   
   The Board moved to place agenda item 9 before agenda item 4 by consent.

   Silva moved to approve the agenda as amended and minutes as written.
   
   Garms seconded the motion.
   
   All in favor

4. South American Subbasin

5. Approval of Financial Report*
   
   Silva moved to approve the financial report as presented.
   
   Washburn seconded the motion.
   
   All in favor.

   Washburn moved to approve SRCD Resolution 2020.25.01.
   
   Garms seconded the motion.
   
   All in favor.

6. Regular Reports
   
   Staff – Staff provided an update on administrative tasks and professional development opportunities.
NRCS – SRCD Staff provided an update on the MOA agreement. No changes were made since the motion to approve the agreement was passed. SRCD Chairman will work with the NRCS to finalize the agreement.

Board* – Director Silva shared a local grant program to replace farm equipment. Staff shared information about the Sacramento LAFCo Special District Advisory Committee.

Silva moved to nominate Director Garms to the LAFCo Special District Advisory Committee.
Washburn seconded the motion.
All in favor.

7. Agenda item 6 moved to after agenda item 10 by consensus.

8. DWR Facilitation Support Services
   Washburn moved to approve SRCD Resolution 2020.25.02.
   Silva seconded the motion.
   All in favor.

9. Cosumnes Subbasin GSP Development
   The board discussed the Cosumnes Subbasin Working Group Framework Agreement. SRCD Resolution 2020.02.25.04 was not taken up for a vote.
   Garms moved to sign the Cosumnes Subbasin Working Group Framework Agreement (for Phases 3 and 4) that was emailed to the board.
   Washburn seconded the motion.

   Board members and staff provided an update on outreach efforts, GSA needs from EKI under Prop. 68, access agreements, and the monitoring well network.

10. CARCD Monarch Grant
    Staff updated the board that, with the help of Director Washburn, a grant application for a restoration and technical assistance project has been written for the CARCD Monarch Block Grant. Director Washburn represented that the Grant would be for $45,000 with a 25% cost share, some of which may be covered with volunteer labor

    Silva moved to approve staff in applying for the grant.
    Garms seconded the motion.
    All in favor.

11. Consideration of Future Agenda Items*
    The following items were approved by board consent.
    • Presentation about tribal relations.

*Action Items
Prepared by: A. Miller
3/4/2020
12. Adjourn Meeting

_Schneider adjourned the meeting at 4:30 pm._
### Financial Report

**Date:** March 9, 2020

#### Deposits (Revenue):

<table>
<thead>
<tr>
<th>Description</th>
<th>Source</th>
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**Sub-Total** $ -

#### New Bills (Expenditures):

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<tr>
<th>Description</th>
<th>Recipient</th>
<th>Amount</th>
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<tr>
<td>G-Suites (February)</td>
<td>Austin Miller</td>
<td>$ 60.00</td>
</tr>
<tr>
<td>Staff Time (February)</td>
<td>CARCD</td>
<td>$ 5,408.62</td>
</tr>
<tr>
<td>Legal Services (___)</td>
<td>KMT&amp;G</td>
<td></td>
</tr>
<tr>
<td>Travel Expenses</td>
<td>Austin Miller</td>
<td>$ 171.35</td>
</tr>
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**Sub-Total** $ 5,639.97

#### Impress Fund Balance: $500

**Total Change in Account Balance** $ (5,639.97)
BEFORE THE BOARD OF DIRECTORS OF THE SLOUGHHOUSE RESOURCE
CONSERVATION DISTRICT

RESOLUTION No. 2020.03.11.X

Resolution Committing SRCD to Continue to Work With the Cosumnes Working
Group Under the Current Framework Agreement

WHEREAS, Sloughhouse Resource Conservation District (SRCD) is obtaining a consultant to help
establish SRCD policy and implement it; and,

WHEREAS, the amendments to the Framework Agreement will guide that very implementation; then,

NOW, THEREFORE, BE IT RESOLVED, the SRCD agrees to abide by the current Framework
Agreement as if it were in full force and effect until May 13, 2020; and

BE IT FURTHER RESOLVED, that SRCD Staff and Board Members will collaborate with
consultants and counsel, on a Framework Agreements that will facilitate accomplishing SRCD’s
policies; and,

BE IT FURTHER RESOLVED, that an intent is to assure that currently known issues, such as
governance, management areas, gaining access to property, and issues that will become
apparent working with the consultant, such as coordinating agreements etc. will, by drawing
upon the experience of the consultant, potentially much better for both SRCD and other
Groundwater Sustainability Agencies; and,

BE IT FURTHER RESOLVED, that the SRCD Board will timely update the Working Group on draft
Framework Amendments if any are developed, for their comment.

Votes were as follows:

Ayes: 
Noes: 
Absent: 
Abstain: 

Signature __________________________ Date _______________
Jay Schneider, Sloughhouse Resource Conservation District Chairman
Cosumnes Subbasin SGMA Working Group
***Framework Agreement***
For Phases 3 and 4 of Groundwater Sustainability Plan Development

**Purpose**
The purpose of this Framework Agreement is to outline and confirm the interim process the parties (outlined in the following section) will use to work collaboratively to continue development of a Sustainable Groundwater Management Act (SGMA)-compliant Groundwater Sustainability Plan (GSP or Plan) for the Cosumnes Subbasin.

This non-binding agreement is intended to guide the parties’ deliberations through the completion of Plan development and submittal (i.e., through January 31, 2022). Prior to Plan implementation in 2022, this or a subsequent agreement is to be replaced by a Memorandum of Understanding, Memorandum of Agreement, Joint Powers Authority or other vehicle intended to more formally codify governance, funding, outreach and implementation approaches.

This agreement is not effective until endorsed by all parties. The intention is to have a final draft of this updated framework agreement adopted by all parties’ governing bodies (or authorizing individuals) prior to or as close to March 1, 2020, as possible.

This agreement may be amended or revised with the agreement of all parties. Parties also have the right to withdraw from this agreement. If any party is considering withdrawing from the agreement, the party is asked to disclose its intent and rationale as soon as possible to the Cosumnes Subbasin Working Group. Formal intention of withdrawal shall be given with not less than a 30-day advance notice. Financial obligations outlined in the 2018 cost-share agreement approved by all Groundwater Sustainability Agencies (GSAs) and incurred prior to the notice to withdrawal, if any, are to be honored.

**Overarching Approach**
Under California law, SGMA requires the Cosumnes Subbasin Groundwater Sustainability Agency or Agencies (GSAs) to have one or more GSPs in place by January 31, 2022.

The following agencies (referred to as the parties in this agreement) are GSAs within the Cosumnes Subbasin: Omochumne-Hartnell Water District; Sloughhouse Resource Conservation District; Galt Irrigation District; Clay Irrigation District; City of Galt; Amador County Groundwater Management Authority; and Sacramento County. Together, the comprise the Cosumnes Subbasin SGMA Working Group.

These parties commit to working cooperatively with the current goal of developing a single, integrated, SGMA-compliant GSP to foster plan effectiveness, coordination and efficiencies. However, nothing in this Framework Agreement precludes the GSAs from making a decision to
pursue the development of multiple coordinated GSPs (as opposed to a single integrated GSP) to facilitate implementation.

The parties recognize that the GSP may include distinct management areas to foster implementation and monitoring; these zones may or may not be exactly coincident with each GSA’s respective jurisdiction. Parties further recognize that GSAs have the authority under SGMA to include distinct management areas. The intent is to give each GSA governing body the maximum flexibility to manage groundwater within their respective jurisdictions, benefiting the subbasin as a whole. The exact structure of any management areas will be determined as the GSP is developed. Parties also recognize that the development of a comprehensive GSP for the defined subbasin (i.e., plan area) will require analysis of information and data from a broader geographic study area.

Parties further recognize the importance of engaging stakeholders and the broader public in discussions related to GSP development and implementation, relying on a transparent and inclusive process to foster the consideration of the beneficial uses and users of groundwater in the subbasin. The comprehensive Stakeholder Communication and Engagement Plan developed in Phase 1 will continue to guide stakeholder engagement throughout the remainder of the GSP development process.

Regarding administrative aspects related to near-term GSP development, the parties have identified Sacramento County as the contract administrator for the Sustainable Groundwater Planning Grant Program awarded by the state to support GSP development in the Cosumnes Subbasin, as well as the subbasin’s pending Sustainable Groundwater Management Program Proposition 68 planning grant proposal, if successful. Sacramento County undertakes this work on behalf of, and at the direction of, the Working Group. The Working Group has requested that the Water Forum serve as the overall “Project Manager” and point of contact for the planning work in the subbasin.

Guiding Principles
Parties agree to the following principles to inform and guide Working Group deliberations, foster constructive discussions, promote a clear and shared set of expectations, and encourage collaboration.

- **Craft a GSP that respects local jurisdictions while building subbasin-wide approach.** Parties are committed to working together to develop an integrated and effective GSP, while respecting each GSA’s interest and expertise to oversee implementation within its unique jurisdiction or distinct planning areas.

- **Recognize mutual interdependence.** Parties recognize the value of all sectors in supporting a vibrant region and will work to foster dialogues that acknowledge and build on this interdependence. This includes building on past work while maintaining a forward-looking dialogue.

- **Commitment to collaborate.** All parties agree to work together in a constructive manner to meet SGMA requirements based on a locally driven approach. No one is to
benefit at the expense of others, and all parties agree to negotiate in good faith – communicating their interests, honoring commitments and acting consistently across different forums.

- **Strive for consensus.** SGMA demands close collaboration and coordination among the GSAs if the subbasin is to develop a credible and effective GSP. To ensure broad support, parties recognize the imperative to reach broad agreement among all parties and will strive for consensus throughout the process.

- **Rely on credible process.** To foster effective dialogues, parties agree to mutually support a transparent and inclusive process where parties: (1) have a voice through balanced representation and effective meeting protocols; (2) commit to rely on credible data and clear criteria to inform decision-making; (3) draw on the advice of a technical consultant(s) selected by the Working Group to support its development of a GSP; and (4) commit to resolve differences, including mechanisms to avoid impasse. Additionally, the convening/facilitation team is to work in service of all parties.

- **Build progress through incremental agreements.** Participants will use preliminary agreements on issues as the basis for progress towards final agreement. The Working Group will revisit preliminary agreements when new information emerges and again when finalizing overall recommendations.

- **Support effective and efficient processes.** Parties are committed to building off existing structures and past work, where practicable, to leverage past investments and make the best use of everyone’s time and resources. This may, as needed, include establishing subcommittees comprising representatives of each GSA.

- **Accommodate uncertainties.** Parties recognize that actions both within and outside the sub-region may impact GSP development and even affect subbasin boundaries. Parties agree to work adaptively to track and accommodate for such uncertainties.

**Collaborative Protocols**

The facilitator/convening team will work with the Working Group to create a problem-solving environment through the following collaborative protocols:

- **Broad participation**
  - Strive to attend meetings consistently; we need everyone at the table
  - Contribute your thoughts, but share time so everyone can participate
  - Seek opportunities to share your perspectives and understand the perspectives of others
  - Listen hard to what others are saying; we need to figure out together what are the better ways forward

- **Honest but respectful engagement**
  - Be honest and fair; and as candid as possible (we need to understand what each other is thinking), but engage professionally
  - Respect ideas offered by others; all ideas and points of view have value
  - If you hear something you do not understand, ask questions to clarify
  - If you hear something you do not agree with, help people understand your concerns
Avoid personal comments; refrain from characterizing others’ remarks

- **Forward-looking dialogue**
  - Creative thinking and problem-solving are essential to success; try to think about problems in a new way
  - Seek to integrate ideas across participants; marry a concern with a solution
  - Focus on issues, not personalities
  - Focus on subbasin groundwater sustainability, as defined by SGMA

**Near-Term Collaboration Structure**
To support effective deliberations that foster informed dialogue and broadly supported actions and ensure constituents are fairly represented, the parties agree to the following collaboration structure:

- A Working Group to guide near-term, collaborative development of the subbasin’s GSP. The Working Group consists of 2 or more representatives from each GSA to foster equal participation among the parties.
- Consistent with the Guiding Principles outlined above, the parties will strive to reach full consensus on all actions under discussion. To that end, each GSA commits to make a genuine effort to achieve consensus. Consensus is the preferred method for reaching agreement; voting is a last resort.
- No action will be taken at any Working Group meeting unless at least 5 of the 7 GSAs are present.
- When full consensus is not possible, **fiscal** decisions will require approval of at least 5 of the 7 GSAs to balance the need for broad support among the parties, fair representation and timely action. Fiscal decisions expected in Phases 3 and 4 are summarized in Attachment 1.
- When full consensus is not possible, **non-fiscal** decisions will require a simple majority of the GSAs (at least 4 out of 7). Non-fiscal decisions expected in Phases 3 and 4 are summarized in Attachment 1.
- GSA representatives unable to attend a meeting may vote by proxy; they are, however, encouraged to provide an alternate.
- If and when votes are needed, each GSA will have one vote only to ensure equal voice among the parties.

Given the GSP’s critical importance as a foundational document to guide implementation of sustainable groundwater management in the subbasin, the Working Group will strive for full unanimity when discussing the administrative draft, the public review draft and the final GSP. Each GSA will have final authority as to whether or not it approves the Final GSP.
Technical Support
To support well informed decisions, the parties have established a Technical Advisory Committee (TAC), as needed, to provide input and recommendations to the Working Group on technical aspects of GSP development and, later on, implementation. The TAC works in service of the Cosumnes Subbasin SGMA Working Group. The Working Group may combine TAC/Working Group meetings as needed. A separate Terms of Reference has been developed for the TAC.

Also, consistent with the cost-share agreement developed among the seven GSAs, the Working Group intends to engage technical consultant(s) to assist with GSP development. Other support (e.g., legal advisors) will be considered and secured, as needed, by the Working Group.

GSP Development Cost Share
GSP development cost-shares are described in a separate cost-share agreement prepared and approved by the seven GSAs.

GSP Development
The purpose of this Framework Agreement is to provide organizational and decision-making structure to support the GSAs working collaboratively to continue development of a GSP. The Working Group, with the support of Technical Consultant, will tackle the last two phases of the four-phase Plan development outlined in the subbasin’s Proposition 1 (AB-1471 Water Quality, Supply, and Infrastructure Improvement Act of 2014) application: Sustainability Planning and GSP Preparation and Submittal. It will also guide execution of the tasks included in the subbasin’s Proposition 68 (Sustainable Groundwater Management planning grant proposal), if successfully awarded. The Proposition 1 grant and Proposition 68 proposal, if successful, serve to guide the subbasin’s groundwater planning efforts. Additionally, the Working Group commits to general management tasks, also outlined in the Proposition 1 grant Work Plan, including actions such as (1) grant management and administration, (2) project management, and (3) quality assurance/quality control (QA/QC). Any changes to the subbasin’s Work Plan included in the Proposition 1 grant scope of work or Proposition 68 proposal are subject to the approval of the Working Group.

The parties have agreed to work together as a collaborative planning body on this GSP development for their mutual benefit. The Working Group is neither a Joint Powers Authority nor a governmental entity; rather, it is a collaborative planning effort guided by the parties for their mutual benefit. Any implementation actions to be taken as a result of this planning effort are expected to be taken by the individual parties and approved by the respective governing bodies.

Nothing in this agreement precludes an individual GSA from pursuing its own individual studies at its own cost. The Working Group, with the advice of the technical consultant and based on additional presentations by the sponsoring GSA, will jointly determine the extent to which such individual studies are to be used to inform the GSP.
Nothing in the agreement precludes an individual GSA from preparing its own GSP. If a GSA chooses to produce a separate GSP, a Coordination Agreement, per SGMA statute and DWR regulations, shall be developed between the preparers of the well-coordinated GSPs and the Working Group. Incremental costs associated with developing a separate, well-coordinated GSP would be paid for separately by the GSA(s) proposing such effort.

**Stakeholder Outreach and Engagement**

To foster the consideration of the beneficial uses and users of groundwater in the subbasin, the parties agree to the following:

- Parties are committed to an inclusive and transparent process that proactively seeks the engagement and input of potentially impacted parties as identified in SGMA. Parties will work to develop protocols for public engagement, both at public workshops and during regular Working Group meetings.
- Parties will work collectively to develop an agreed-upon outreach plan, but each GSA is responsible for guiding efforts within their respective jurisdictions.
- Parties recognize the value in developing shared messages to ensure consistency; joint participation in outreach efforts is encouraged to foster consistency in message and concretely demonstrate the parties’ coordinated effort.
- Parties recognize the need to conduct outreach in the near-term to better understand additional representation needs (e.g., environmental, tribal, riparian water users, overlying water users, etc.) beyond the signatories to this agreement. Parties commit to revisit the near-term collaboration structure, after Phase 1 and Phase 2, and as necessary, to account for public feedback.

A Stakeholder and Communication and Engagement Plan developed in Phase 1 is used to guide the subbasin’s outreach efforts.

**Media Contacts**

Working Group members are encouraged to forward any media inquiries to the Water Forum. When talking to the press, Working Group members are asked to represent their own GSA views only. Water Forum staff will coordinate with the Working Group to develop any needed “talking points” for media and other interested parties.
Attachment 1 - Near-Term Decisions (Phases 3 and 4)

Below is a listing of the possible near-term decisions to be made during Phases 3 and 4 of the GSP development. This list is based on the subbasin’s Proposition 1 - Sustainable Groundwater Planning Grant Program work plan and the Proposition 68 - Sustainable Groundwater Management planning grant proposal and is current as of January 2020. This list will be revisited and updated, as needed.

**Phase 3: Sustainability Planning Phase**

**Non-Fiscal**

- Governance/Coordination
  - Determine recommended GSP structure
  - Decide whether to utilize management areas defined by physical characteristics or jurisdictional boundaries
  - Develop preliminary recommendation for long-term governance structure to guide GSP implementation
  - Potentially determine GSP structure

- Technical
  - Develop sustainable management criteria: sustainability goal; undesirable results and minimum thresholds; and measurable objectives and interim milestones
  - Identify projects and management actions to address sustainable management criteria
  - Develop and finalize monitoring network and protocols
  - Conduct data collection and associated analyses per Prop. 68 proposal, if awarded

- Stakeholder Engagement
  - Confirm stakeholder outreach approach needed to ensure a well informed Groundwater Sustainability Plan
  - Develop access agreements with local land- and well owners to develop and implement subbasin monitoring and conduct data collection activities as part of the Prop. 68 proposal, if awarded
  - Convene the Surface Water Working Group if the subbasin’s Prop. 68 proposal is awarded.

**Fiscal**

- Determine, as necessary, funding needed to implement potential projects and management actions
- Develop preliminary approach to funding needs and sources for GSP implementation

If Proposition 68 funds are awarded to the subbasin, the technical team will work to better understand and characterize key subsurface conditions, groundwater dependent ecosystems, and the nature and source of recharge to and extractions from the groundwater system, as well as to improve models to better estimate groundwater/surface water interaction. Understanding of and consensus on these key technical elements will be important.
Phase 4: GSP Preparation and Submittal Phase

Non-Fiscal
- Governance/Coordination
  - Finalize recommended GSP structure
  - Finalize long-term governance structure to guide GSP implementation
- Stakeholder Engagement
  - Confirm stakeholder outreach conducted to ensure a well informed Groundwater Sustainability Plan

Fiscal
- Determine, as necessary, additional fiscal contributions needed to continue implementing GSP development (Phase 4)
- Finalize funding needs and sources for GSP implementation
- Review and approve GSP Administrative Draft, Revised GSP Draft for public review and respond to comments for Final GSP for submittal to DWR

Note: Given the GSP’s critical importance as a foundational document to guide implementation of sustainable groundwater management in the subbasin, the Working Group will strive for full unanimity when discussing the administrative draft, the public review draft and the final GSP. Each GSA will have final authority as to whether or not it approves the Final GSP.
Cosumnes Subbasin SGMA Working Group

***Framework Agreement***

For Phases 3 and 4 of Groundwater Sustainability Plan Development

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- **Honest but and respectful engagement**
  - Be honest and fair; and as candid as possible (we need to understand what each other is thinking), but engage professionally
  - Respect ideas offered by others; all ideas and points of view have value
  - If you hear something you do not understand, ask questions to clarify
  - If you hear something you do not agree with, help people understand your concerns
Avoid personal comments; refrain from characterizing other’s remarks

- **Forward-looking dialogue**
  - Creative thinking and problem-solving are essential to success; try to think about problems in a new way
  - Seek to integrate ideas across participants; marry a concern with a solution
  - Focus on issues, not personalities
  - Focus on subbasin groundwater sustainability, as defined by SGMA

**Near-Term Collaboration Structure**
To support effective deliberations that foster informed dialogue and broadly supported actions and ensure constituents are fairly represented, the parties agree to the following collaboration structure:

- A Working Group to guide near-term, collaborative development of the subbasin’s GSP. The Working Group consists of 2 or more representatives from each GSA to foster equal participation among the parties.
- Consistent with the Guiding Principles outlined above, the parties will strive to reach full consensus on all actions under discussion. To that end, each GSA commits to make a genuine effort to achieve consensus. Consensus is the preferred method for reaching agreement; voting is a last resort.
- No action will be taken at any Working Group meeting unless at least 5 of the 7 GSAs are present.
- When full consensus is not possible, **fiscal** decisions will require approval of at least 5 of the 7 GSAs to balance the need for broad support among the parties, fair representation and timely action. Fiscal decisions expected in Phases 3 and 4 are summarized in Attachment 1.
- When full consensus is not possible, **non-fiscal** decisions will require a simple majority of the GSAs (at least 4 out of 7). Non-fiscal decisions expected in Phases 3 and 4 are summarized in Attachment 1.
- GSA representatives unable to attend a meeting may vote by proxy; they are, however, encouraged to provide an alternate.
- If and when votes are needed, each GSA will have one vote only to ensure equal voice among the parties.

Given the GSP’s critical importance as a foundational document to guide implementation of sustainable groundwater management in the subbasin, the Working Group will strive for full unanimity when discussing the administrative draft, the public review draft and the final GSP. Each GSA will have final authority as to whether or not it approves the Final GSP.
Technical Support
To support well-informed decisions, the parties have established a Technical Advisory Committee (TAC), as needed, to provide input and recommendations to the Working Group on technical aspects of GSP development and, later on, implementation. The TAC works in service of the Cosumnes Subbasin SGMA Working Group. The Working Group may combine TAC/Working Group meetings as needed. A separate Terms of Reference has been developed for the TAC.

Also, consistent with the cost-share agreement developed among the seven GSAs, the Working Group intends to engage technical consultant(s) to assist with GSP development. Other support (e.g., legal advisors) will be considered and secured, as needed, by the Working Group.

GSP Development Cost Share
GSP development cost-shares are described in a separate cost-share agreement prepared and approved by the seven GSAs.

GSP Development
The purpose of this Framework Agreement is to provide organizational and decision-making structure to support the GSAs working collaboratively to continue development of a GSP. The Working Group, with the support of Technical Consultant, will tackle the last two phases of the four-phase Plan development outlined in the subbasin’s Proposition 1 (AB-1471 Water Quality, Supply, and Infrastructure Improvement Act of 2014) application: Sustainability Planning and GSP Preparation and Submittal. It will also guide execution of the tasks included in the subbasin’s Proposition 68 (Sustainable Groundwater Management planning grant proposal), if successfully awarded. The Proposition1 grant and Proposition 68 proposal, if successful, serve to guide the subbasin’s groundwater planning efforts. Additionally, the Working Group commits to general management tasks, also outlined in the Proposition 1 grant Work Plan, including actions such as (1) grant management and administration, (2) project management, and (3) quality assurance/quality control (QA/QC). Any changes to the subbasin’s Work Plan included in the Proposition 1 grant scope of work or Proposition 68 proposal are subject to the approval of the Working Group.

The parties have agreed to work together as a collaborative planning body on this GSP development for their mutual benefit. The Working Group is neither a Joint Powers Authority nor a governmental entity; rather, it is a collaborative planning effort guided by the parties for their mutual benefit. Any implementation actions to be taken as a result of this planning effort are expected to be taken by the individual parties and approved by the respective governing bodies.

Nothing in this agreement precludes an individual GSA from pursuing its own individual studies at its own cost. The Working Group, with the advice of the technical consultant and based on additional presentations by the sponsoring GSA, will jointly determine the extent to which such individual studies are to be used to inform the GSP.
Nothing in the agreement precludes an individual GSA from preparing its own GSP. If a GSA chooses to produce a separate GSP, a Coordination Agreement, per SGMA’s statutory requirements and regulations and DWR’s guidance regulations, shall be developed between the preparers of the well-coordinated GSPs and the Working Group. Incremental costs associated with developing a separate, well-coordinated GSP would be paid for separately by the GSA(s) proposing such effort.

**Stakeholder Outreach and Engagement**

To foster the consideration of the beneficial uses and users of groundwater in the subbasin, the parties agree to the following:

- Parties are committed to an inclusive and transparent process that proactively seeks the engagement and input of potentially impacted parties as identified in SGMA. Parties will work to develop protocols for public engagement, both at public workshops and during regular Working Group meetings.
- Parties will work collectively to develop an agreed-upon outreach plan, but each GSA is responsible for guiding efforts within their respective jurisdictions.
- Parties recognize the value in developing shared messages to ensure consistency; joint participation in outreach efforts is encouraged to foster consistency in message and concretely demonstrate the parties’ coordinated effort.
- Parties recognize the need to conduct outreach in the near-term to better understand additional representation needs (e.g., environmental stakeholders, California Native American Tribes, disadvantaged communities, tribal, riparian water users, overlying water users, etc.) beyond the signatories to this agreement. Parties commit to revisit the near-term collaboration structure, after Phase 1 and Phase 2, and as necessary, to account for public feedback.

The Stakeholder and Communication and Engagement Plan developed in Phase 1 is will be used to guide the subbasin’s outreach efforts.

**Media Contacts**

Working Group members are encouraged to forward any media inquiries to the Water Forum. When talking to the press, Working Group members are asked to represent their own GSA views only. Water Forum staff will coordinate with the Working Group to develop any needed “talking points” for media and other interested parties.
Attachment 1 - Near-Term Decisions (Phases 3 and 4)

Below is a listing of the possible near-term decisions to be made during Phases 3 and 4 of the GSP development. This list is based on the subbasin’s Proposition 1 - Sustainable Groundwater Planning Grant Program work plan and the Proposition 68 - Sustainable Groundwater Management planning grant proposal and is current as of January 2020. This list will be revisited and updated, as needed.

Phase 3: Sustainability Planning Phase

Non-Fiscal

➢ Governance/Coordination
  - Determine recommended GSP structure
  - Decide whether to utilize management areas defined by physical characteristics or jurisdictional boundaries
  - Develop preliminary recommendation for long-term governance structure to guide GSP implementation
  - Potentially determine GSP structure

➢ Technical
  - Develop sustainable management criteria: sustainability goal; undesirable results and minimum thresholds; and measurable objectives and interim milestones
  - Identify projects and management actions to address sustainable management criteria
  - Develop and finalize monitoring network and protocols
  - Conduct data collection and associated analyses per Proposition 68 proposal, if awarded

➢ Stakeholder Engagement
  - Confirm stakeholder outreach approach needed to ensure a well-informed Groundwater Sustainability Plan
  - Develop access agreements with local land- and well owners to develop and implement subbasin monitoring and conduct data collection activities as part of the Proposition 68 proposal, if awarded
  - Convene the Surface Water Working Group if the subbasin’s Proposition 68 proposal is awarded.

Fiscal

➢ Determine, as necessary, funding needed to implement potential projects and management actions

If Proposition 68 funds are awarded to the subbasin, the technical team will work to better understand and characterize key subsurface conditions, groundwater dependent ecosystems, and the nature and source of recharge to and extractions from the groundwater system, as well as to improve models to better estimate groundwater/surface water interaction. Understanding of and consensus on these key technical elements will be important.
Phase 4: GSP Preparation and Submittal Phase

Non-Fiscal
- Governance/Coordination
  - Finalize recommended GSP structure
  - Finalize long-term governance structure to guide GSP implementation
- Stakeholder Engagement
  - Confirm stakeholder outreach conducted to ensure a well-informed Groundwater Sustainability Plan

Fiscal
- Determine, as necessary, additional fiscal contributions needed to continue implementing GSP development (Phase 4)
- Finalize funding needs and sources for GSP implementation
- Review and approve GSP Administrative Draft, Revised GSP Draft for public review and respond to comments for Final GSP for submittal to DWR

Note: Given the GSP’s critical importance as a foundational document to guide implementation of sustainable groundwater management in the subbasin, the Working Group will strive for full unanimity when discussing the administrative draft, the public review draft and the final GSP. Each GSA will have final authority as to whether or not it approves the Final GSP.
This Monitoring Well Access Agreement ("Agreement") between the Sloughhouse Resource Conservation District ("SRCD") and _________________ ("Landowner") collectively ("Parties"), shall be effective as of ____________, 2020 the date signed by all Parties below.

RECITALS

1. SRCD is a Resource Conservation District formed for the purpose of conserving soil and water resources within its boundaries.

2. Under the requirements of state law, specifically the Sustainable Groundwater Management Act of 2014 ("SGMA"), SRCD is acting as a Groundwater Sustainability Agency ("GSA") and is cooperating with other GSA’s in preparing a Groundwater Sustainability Plan ("GSP") for groundwater use management in the Cosumnes Basin ("Basin").

3. As part of this planning effort, SRCD is required to develop a network of groundwater wells within its boundaries that can be used to monitor groundwater elevations and groundwater quality on an ongoing basis to aid in developing and implementing the GSP.

4. Pursuant to this requirement, more than two dozen wells have been identified as suitable candidates for inclusion in the SRCD network based on their location within the Basin and on publicly available information regarding the depth of the water table at these locations.

5. Landowner’s Land (as described and depicted in Exhibit A) contains one of these groundwater wells.

6. The purpose of this Agreement is to set forth the terms and conditions under which Landowner will grant to SRCD the rights necessary to access this well for the purpose of the collecting the groundwater depth and water quality data required to support the GSP.

TERMS AND CONDITIONS

1. Right of Entry. Landowner grants to SRCD and its employees, agents, consultants, and contractors a non-exclusive license to enter onto Landowner’s Land strictly for the purpose of obtaining groundwater elevation and, or water quality data from Landowner’s well as necessary to support GSP development and implementation.

2. Access and Control. Except as otherwise provided in this Agreement, Landowner shall retain the exclusive right of access to and control over the Landowner’s Land. Nothing contained in this Agreement shall be construed as affording the public a right of access to any portion of
the Landowner’s Land or precluding Landowner’s right to grant access to third parties across the Landowner’s Land, as long as such access is not inconsistent with this Agreement.

3. **Duration of Right.** This Agreement shall remain in effect until either of the following occurs: (a) Termination of the Agreement, or (b) Change in Ownership of Landowner’s Land.

   a. **Termination.** This Agreement may be terminated at any time, with or without cause, by either the Landowner or SRCD upon sixty (60) ninety (90) days written notice to the other Party.

   b. **Landowner’s Land: Change in Ownership.** This Agreement shall terminate upon any change in ownership of Landowner’s Land. Thereafter, SRCD acknowledges that it will need to enter into a new access agreement with the new owner(s) of Landowner’s Land.

4. **Use of Data.** Landowner hereby acknowledges that the data collected from the well on their land may be made public, subject to applicable legal requirements for privacy and disclosure of such data in the State of California.

4.5. **No Easement.** This Agreement shall not grant SRCD a possessory right, easement, or other land interest with respect to Landowner’s Land.

6. **Costs.** All groundwater elevation and water quality monitoring, or geophysical analysis performed by SRCD under this Agreement shall be exclusively at the cost of SRCD.

   6.7. **Consideration.** Financial consideration of $ shall be given to Landowner by SRCD in exchange for access to their well. Such consideration shall be paid via ________________________.

6.8. **Compliance with Laws.** SRCD shall during the term of this agreement comply (and shall cause its employees, agents, consultants and contractors to comply) with all laws, codes, statutes, ordinances and regulations applicable to SRCD’s use of the wells.

7. **No Storage.** The right of entry does not include permission to store soil, groundwater, or measurement apparatus on the Landowner’s Land. All materials and tools shall be removed from the Landowner’s Land on the date of entry. **WILL ANY WELLS HAVE PRESSURE TRANSDUCERS?** same day that they are used on the Landowner’s Land. If necessary, pressure transducers may be used and remain in the wells by mutual agreement as indicated by signing and dating below:

______________________________

______________________________
8.10. **Damage/Restoration.** SRCD (including its employees, agents, consultants, and contractors) shall take all reasonable precautions to avoid damaging Landowner’s Land. If any damage is caused to Landowner’s Land by SRCD in the performance of this Agreement, SRCD shall at its sole cost and expense work with the Landowner to take all action necessary to repair the damage and restore the areas of Landowner’s Land to the condition that existed immediately prior to the damage caused by SRCD.

9-11. **Schedule and Access Instructions.** As set forth in Exhibit A, SRCD and Landowner have cooperatively developed a schedule of days and times and a set of access instructions that shall guide SRCD’s access to Landowner’s Land for the purposes of well monitoring.

40-12. **Indemnity.** SRCD shall defend, indemnify, and hold harmless Landowner for any costs, claims, damages, losses or other liabilities arising out of the actions of SRCD (including its employees, agents, consultants, and contractors) on Landowner’s Land under this Agreement, with the exception that SRCD shall not be responsible for defending, indemnifying, or holding harmless Landowner with regard to costs, claims, damages, losses, or other liabilities arising out of the sole negligence or intentional misconduct of Landowner.

44-13. **Insurance.** Prior to entering onto Landowner’s Land, SRCD shall provide to Landowner a certificate evidencing general liability insurance in the amount of at least $____ U.S. Dollars aggregate limit covering the liabilities of SRCD and its employees, agents, consultants, and contractors under this Agreement.

42-14. **Written Notices.** Written notices between the Parties shall be sent via U.S. mail to the addresses listed below:

- [SRCD]
- [Address]
- [City,] CA [zip code]
- [Attention: Name]

- [Landowner’s Name]
- [Address]
- [City,] CA [zip code]

43-15. **Amendment.** Amendments to this Agreement, including assignment or transfer of rights, shall become effective upon execution of a written amendment signed by both Parties.

44-16. **Severability.** If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted, rather than voided, if possible, to achieve the intent of the
Parties, and the balance of the Agreement shall remain in full force and effect.

15.17. Governing Law. This Agreement shall be interpreted and enforced pursuant to the laws of the State of California.

18. Dispute Resolution via Arbitration. If there is a dispute arising between the Parties concerning this Agreement, the Parties shall first seek to resolve the dispute via arbitration in order to save time and costs. If either Party determines that arbitration has failed, the Parties may then proceed to a court action.

19. Attorney’s Fees. In the event of a dispute arising from this agreement that is not settled via arbitration, each Party shall bear its own attorney’s fees.

20. Ambiguities. This agreement shall be interpreted as if all Parties had drafted it jointly.

21. Entire agreement. This document contains the entire agreement between the Parties.

[SRCD] [Landowner]
By: ________________________________ By: ________________________________
[Name, title] [Name, title]
Name: ________________________________ Name: ________________________________
Title: ________________________________ Title: ________________________________
Date: ________________ Date: ________________
EXHIBIT A

<table>
<thead>
<tr>
<th>Parcel (Referenced in the attached Agreement as “Landowner’s Land”)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Landowner Name, Contact Name</td>
<td></td>
</tr>
<tr>
<td>APN(s): XXX-XXX-XX</td>
<td></td>
</tr>
</tbody>
</table>

**Monitoring Well Location**

[Insert directions to where (on Landowner’s Land) the monitoring well subject to this Agreement are located.]

**Schedule and Access Instructions**

[Insert Schedule and access instructions here. Examples include parking restrictions, gate codes, animals to be aware of etc.]
BEFORE THE BOARD OF DIRECTORS OF THE SLOUGHOUSE RESOURCE
CONSERVATION DISTRICT

RESOLUTION No. 2020.02.25.02

Resolution to Apply for DWR Facilitation Support Services (FSS) Grant

WHEREAS, the Sloughhouse Resource Conservation District (SRCD) is in the process of
reviewing existing policies and developing new ones; and,

WHEREAS, the SRCD has assumed multiple new responsibilities as a Groundwater Sustainability
Agency (GSA) in the Cosumnes Subbasin; and,

WHEREAS, the SRCD currently lacks by-laws and policies that would be helpful in addressing the
current and future responsibilities of a GSA; and,

WHEREAS, SRCD Board Members hold different perspectives on how to best manage the
challenges ahead; and,

WHEREAS, the Department of Water Resources offers free facilitation support services to
support the efforts of GSAs to meet the challenges of the development of Groundwater
Sustainability Plans (GSPs); and,

WHEREAS, the GSP for the Cosumnes basin must be submitted in two years; then

NOW, THEREFORE, BE IT RESOLVED, the SRCD Natural Resources Specialist, Austin Miller,
working with Director Schneider (Chair) and Director Washburn and in consultation with Lisa
Beutler (Stantec, DWR consultant) will prepare and submit an application for Facilitation
Support Services from the Department of Water Resources, with the goal of developing a 2-
year action plan to develop and improve the capacity of the SRCD to manage its responsibilities
as a GSA.

Votes were as follows:

Ayes:
Noes:
Absent:
Abstain:

_________________________________________________________  ______________________
Signature                                              Date
Jay Schneider, Sloughhouse Resource Conservation District Chairman
BEFORE THE BOARD OF DIRECTORS OF THE SLOUGHHOUSE RESOURCE CONSERVATION DISTRICT

RESOLUTION No. 2020.03.11.X

Resolution to Apply for DWR Facilitation Support Services (FSS) Grant

WHEREAS, the Sloughhouse Resource Conservation District (SRCD) elected to become a Groundwater Sustainability Agency (GSA) within the Cosumnes Sub Basin; and

WHEREAS, the SRCD is working with the other GSA’s to develop a SGMA compliant well-coordinated Groundwater Sustainability Plan(s) for the Basin which is due Jan. 31, 2022; and

WHEREAS, numerous policy decisions are necessary, including but not limited to: basin wide governance and collaboration issues, rights of representation, what management responsibilities to fully retain, which to collaborate within management zones, which to collaborate basin wide; and

WHEREAS, once policy decisions are made, then those policies must be implemented, and incorporated into the GSP(s)

WHEREAS, the Department of Water Resources offers free facilitation support services to support the efforts of GSAs to meet the challenges of the development of Groundwater Sustainability Plans (GSPs); and,

WHEREAS, utilizing the services of a consultant/facilitator with experience in other basins, will help the Staff and Board make more informed policy decisions, and provide valuable assistance in implementing policies.

NOW, THEREFORE, BE IT RESOLVED, the SRCD Natural Resources Specialist, Austin Miller, working with Director Schneider (Chair) and Director Washburn and in consultation with Lisa Beutler (Stantec, DWR consultant) will prepare and submit an application for Facilitation Support Services from the Department of Water Resources, with the goal of assisting in the development of policy, implementation of policy, and coordinating with other GSA’s, and otherwise improve the ability of the SRCD to fulfill its responsibilities as a GSA; and

BE IT FURTHER RESOLVED, Discussions with Lisa Buetler shall also include negotiating with her for which facilitation services may be fulfilled with the DWR grant if successful, and which facilitation/consulting services may be contracted directly outside the grant.

BE IT FURTHER RESOLVED, it is the intent of the board to attempt to negotiate an agreement with Lisa Beutler whereby she will act as a consultant/fascinator for the remainder of the GSP planning process.

Votes were as follows:

Ayes:
Noes:
Absent:
Abstain:

_________________________________  ________________
Signature                      Date
Jay Schneider, Sloughhouse Resource Conservation District Chairman