

**AGENDA
BOARD OF DIRECTORS
REGULAR MEETING
CLAYTON WATER DISTRICT**

**Wednesday, October 6, 2021
11:00 a.m.**

BAKER RANCH
2002 STATE HIGHWAY 152
DOS PALOS, CALIFORNIA 93620

1. CALL TO ORDER.

2. PUBLIC COMMENT.

The Board of Directors welcomes participation in Board meetings. The public may address matters under the jurisdiction of the Board that have not been posted in the Agenda. However, California Law prohibits the Board from taking action on any matter that is not on the posted Agenda unless the Board determines that it is an emergency or one of the other situations specified in Government Code section 54954.2. The public will be given the opportunity to address the Board on any item not on the Agenda at this time or before the Board's consideration of that item. If members of the public desire to address the Board relative to a particular agenda item at the time it is to be considered, they should so notify the President of the Board at this time. The President may limit the total amount of time allocated for public testimony on particular issues for each individual speaker.

3. MINUTES.

(a) Review and take action to approve the minutes of the board meeting held on September 1, 2021.

4. TREASURER'S REPORT. Review and take action to accept the monthly financial report.

5. NEW BUSINESS. The Board may take action on any of the following items:

(a) Review and consider action to adopt a resolution related to the Brown Act and public meetings.

(b) Review and take action to approve a contract for general management services with Julia Berry Consulting Inc.

6. BOARD MEMBER AND STAFF REPORTS. The Board may take action on any of the following items:

- (a) Staff Report Berry
 - i. Well level measurements October 12- 13, 2021
 - ii. Grant management opportunity – IRWM
- (b) Proposition 218 Election Berry
- (c) Merced County GSA
 - i. Coordination Committee Dir. Baker
 - ii. Merced Subbasin GSA Berry
 - iii. Technical Advisory Committee Berry
- (d) Madera County GSA Berry
- (e) Interbasin Coordination Meetings Dir. Harman/Berry
- (f) Other items/meetings as needed

7. AGENDA FOR NEXT BOARD MEETING. Review and take action to include items on agenda of next Board meeting on November 3, 2021.

8. ADJOURNMENT.

- ❖ Items on the Agenda may be taken in any order.
- ❖ Action may be taken on any item listed on the Agenda.
- ❖ Writings relating to open session: Agenda items that are distributed to members of the Board of Directors will be available for inspection at the District office, excluding writings that are not public records or are exempt from disclosure under the California Public Records Acts.

Americans with Disabilities Act of 1990: Under this act, a qualifying person may request that the District provide a disability-related modification or accommodation in order to participate in any public meeting of the District. Such assistance includes alternative formats for the agendas and agenda packets used for any public meetings of the District. Requests for assistance shall be made in person, via telephone, or in written form to the Clayton Water District at P.O. Box 35, El Nido, CA 95317 or at (559) 283-8276, attention Julia Berry. Requests must be received at least 48 hours prior to a scheduled public meeting.

Minutes of the Meeting of the Board of Directors
Clayton Water District
held on
September 1, 2021

1. Call to Order:

The board meeting for Clayton Water District was called to order at 11:07 a.m. at Baker Ranch by President Larkin Harman. Board members present were Larkin Harman, Lisa Baker, Connley Clayton, and Scott Menefee. Director Eddie Gomes was absent.

Members of the public included: Gabriel Delgado of Baker Manock and Jensen, Julia Berry and Kristi Robinson.

2. Public Comment:

There was no public comment.

3. Minutes:

Director Clayton made a motion, seconded by Director Menefee to approve the minutes of the board meetings on: July 7, July 16, August 4, and August 12, 2021. The motion carried.

4. Treasurer's Report:

The ending balance in the Clayton Water District bank account on August 31, 2021 was \$195,933.29. Legal expenses were paid in the amount of \$2,543.52. A motion was made by Director Harman, seconded by Director Menefee to accept the Treasurer's Report. The motion carried.

5. New Business:

Director Baker made a motion, which was seconded by Director Menefee to approve a District Statement of Investment Policy. The motion carried.

Director Harman made a motion, seconded by Director Clayton to adopt a revised FPPC District Conflict of Interest Policy. The motion carried.

Counselor Gabriel Delgado commented that the first meeting of the fiscal year will be the time at which the board will authorize the Treasurer to make investments on behalf of the district.

6. Board Member and Staff Reports

(a) Even Year Elections: Berry reported that the resolutions to allow even-year elections have been adopted in Madera and Merced Counties

(b) Proposition 218: Berry reported that the information has been successfully submitted to both counties for assessments to be included on upcoming tax invoices.

(c) Merced County GSA: Next meeting is August 12, 2021

Julia Berry was asked to attend the upcoming Merced Subbasin GSA meeting. There was no report from the Merced Coordination Committee or Technical Advisory Committee meetings, as they have not convened.

- (d) Madera County GSA: The Committee is meeting at 3:00 pm September 1, 2021
 - (e) Interbasin Coordination Meetings: Meetings continue, and there has been a request to Clayton Water District from the Merced Subbasin GSA for well data: locations, depths, composition. The Board of Directors declined to provide the information at this time.
7. Agenda for Next Board Meeting:
The next meeting is scheduled for Wednesday, October 6, 2021, at 11:00 a.m.
8. Adjournment:
The meeting was adjourned by consensus at 12:01 p.m.

Connley Clayton, District Secretary

CONSULTING SERVICES AGREEMENT

Clayton Water District – Julia Berry Consulting Inc.

THIS CONSULTING SERVICES AGREEMENT (this “Agreement”) is entered into as of July 1, 2021 (the “Effective Date”), by and between (i) CLAYTON WATER DISTRICT, a California water district (“Client”), and (ii) JULIA BERRY CONSULTING INC. (“Consultant”). Client and Consultant are sometimes collectively referred to herein as the “Parties” or singularly by their individual names or as a “Party”.

RECITALS

A. WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (“SGMA”), which went into effect on January 1, 2015; and

B. WHEREAS, SGMA requires all high and medium priority groundwater basins, as designated by the California Department of Water Resources (“DWR”) Bulletin 118, as amended, to be managed by Groundwater Sustainability Agencies (“GSAs”); and

C. WHEREAS, Client is not a GSA, but is under the County of Madera’s GSA in the Chowchilla Subbasin; and

D. WHEREAS, Client and the County of Madera have a Memorandum of Understanding with respect to the implementation of SGMA dated January 24, 2017; and

E. WHEREAS, in light of SGMA, Client is trying to expand its boundaries and service area to provide surface water to its landowners; and

F. WHEREAS, Client is also trying to be proactive and move surface water amongst its landowners to help reduce groundwater overdraft; and

G. WHEREAS, Client seeks to retain Consultant to help it monitor GSP requirements and GSA meetings, apply for grant funding for projects, obtain surface water for its landowners, and provide administrative services; and

H. WHEREAS, the Parties desire to formalize the retention of Consultant in a written Agreement, and Consultant agrees to provide the consulting services on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **The Consulting Services.** Consultant agrees to provide those specific consulting services to Client as may be specifically requested from time-to-time by Client (the

“Consulting Services”). Consultant shall submit complete, accurate and contemporaneous time records documenting all time spent in providing Consulting Services pursuant to this Agreement. The time records shall be submitted in intervals and on such forms as Client may require. Compensation shall be disbursed only on properly completed records in accordance with the terms of this Agreement. Consultant shall attest that the hours shown on the time records as “incurred” are: (i) actually performed by Consultant, and (ii) only for services consistent with those required in this Agreement. Consultant shall submit complete and accurate time records for Consulting Services rendered during the previous month to Client on a monthly basis by the fifteenth (15th) day of each month. The time record shall include the date, the length of time, and a description of Consulting Services provided.

2. **Consulting Service Fees.** As consideration for the performance of the Consulting Services, Client shall pay Consultant for Ms. Berry's time at the rate of One Hundred Seventy-Five and No/100 Dollars (\$175.00) per hour, and pay for administrative assistant services provided by Consultant at a rate of Sixty and No/100 Dollars (\$60.00) per hour (the “Consulting Service Fees”). Consultant shall track time in six (6) minute increments and will be paid \$17.50 for Ms. Berry's time and \$6.00 for the administrative assistant's time, for each tenth (1/10th) of an hour worked.

3. **Expenses.** Consultant shall be reimbursed for mileage at the standard IRS rate. Contractor shall be reimbursed for printing costs to produce materials on behalf of the District. Printing shall be reimbursed at a rate of \$.25 per printed sheet and will be included in the Contractor’s monthly invoice. Unless Consultant obtains the prior written consent of the Client’s Board of Directors, Consultant shall not be reimbursed for expenses incurred in connection with providing the Services hereunder, including, but not limited to, all internet activity expenses, connectivity expenses, hardware expenses, travel and entertainment expenses, and any other amounts expended by Consultant in order to perform its duties under this Agreement. Should the Client approve payment for any such expenses described above, they shall be at the actual cost of said expenses.

4. **Independent Contractor.** In the performance of the Consulting Services provided pursuant to this Agreement, the Parties agree and acknowledge that Consultant shall at all times be deemed to be an independent contractor of Client. No deductions shall be made from the payments made by Client to Consultant, including, but not limited to, withholding or other employment taxes, social security, state and federal unemployment contributions, or state or federal income tax or disability insurance contributions. Consultant hereby agrees to indemnify, defend and hold Client free and harmless from any and all liabilities, fees, interest, penalties or taxes arising out of Consultant’s failure to withhold and pay over to the appropriate taxing authorities such employment-related taxes.

5. **Term and Termination.** This Agreement shall commence on the Effective Date and shall continue thereafter for a period of one (1) year (the “Term”), unless earlier terminated as hereinafter provided. This Agreement may be terminated at any time and by either Party, with or without cause, on not less than five (5) days prior written notice to the other Party.

6. **Confidentiality.** To the extent that Consultant has access to confidential information (“Confidential Information”) concerning Client’s business, Consultant shall not use such information in competition with Client or to disclose such information or permit such information to be disclosed to any other person, firm, corporation, entity or third party, during the Term of this Agreement or at any time thereafter. For purposes of this Agreement, Confidential Information shall include, without limitation, any and all secrets or confidential technology, proprietary information, trade secrets, records, notes, memoranda, data, ideas, processes, methods, techniques, systems, formulas, patents, models, devices, programs, computer software, writings, research, personnel information, customer information, plans or any other information of whatever nature in the possession or control of Client that is not generally known or available to members of the general public, including any copies, worksheets or extracts from any of the above. Consultant agrees that if this Agreement is terminated for any reason, Consultant shall neither take nor retain, without the prior written consent of Client, originals or copies of any records, papers, programs, computer software, documents, supplier lists, client lists, fee books, files, or any other matter of whatever nature which is or contains Confidential Information. This Section 6 shall survive the termination or expiration of this Agreement. The obligations of Consultant under this Section 6 shall be in addition to, and shall in no manner supersede, any other obligations of confidentiality that Consultant may owe Client under and confidentiality agreement or confidentiality covenant entered into by and between the Parties prior to the Effective Date.

7. **Indemnification.** Each Party shall defend, indemnify and hold the other Party, its officers, directors, members, employees and agents harmless from and against any and all liability, loss, expense, attorneys’ fees or claims for injury or damages arising out of its own performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees or claims for injury or damages are caused by or result from the negligent acts or omissions of itself, its officers, directors, members, employees or agents. This Section 7 shall survive the expiration or earlier termination of this Agreement.

8. **Compliance with Laws.** Client and Consultant agree to comply with all applicable statutes and regulations, both state and federal, applicable to the operation and administration of this Agreement and the Consulting Services.

9. **Entire Agreement.** This Agreement and items incorporated herein contain all of the agreements of the Parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

10. **Amendments.** No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing of the Parties.

11. **Successors.** The terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, and assignees of the respective Parties.

12. **Assignment.** Neither Party may assign or delegate, without the written consent of the other, any of the rights or obligations under this Agreement.

13. **Governing Law.** This Agreement and all documents provided for herein and the rights and obligations of the Parties hereto shall be governed in all respects, including validity, interpretation, and effect, by the laws of the State of California.

14. **Counterparts.** This Agreement may be signed by the Parties in different counterparts, which together shall constitute one agreement, even though all Parties may not have signed the same counterpart.

15. **Attorneys' Fees.** In the event that any action, including mediation or arbitration, is brought by either Party hereto to enforce or interpret the terms of this Agreement, the prevailing Party in such action shall be entitled to its costs and reasonable attorneys' fees and costs incurred therein from the non-prevailing Party in addition to such other relief as the court or arbitrator may deem appropriate.

16. **Waiver.** A waiver of any breach of this Agreement by any Party to this Agreement shall not constitute a continuing waiver, or of any subsequent breach of the same, or of any breach of another provision of this Agreement.

17. **Notices.** All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service, if served personally on the person to whom notice is to be given, (ii) on the date of receipt, if sent by facsimile to the person to whom notice is to be given at the facsimile number set forth below, or (iii) on the third day after mailing, if mailed to the party to whom notice is to be given by first-class mail, registered or certified, postage prepaid, addressed as follows:

To Client: Clayton Water District
c/o Larkin Harman, President
P.O. Box 35
El Nido, CA 95317
Telephone: (916) 396-4384
Email: larkinhh@aol.com

To Consultant: Julia Berry Consulting Inc.
1616 W. Shaw Suite B-6
Fresno, California 93711
Telephone: (559) 970-8778
Email: juliaberry@sbcglobal.net

A Party or other designated recipient may change its address by notifying the Parties and other designated recipients of its new address in accordance with the procedures set forth in this Section 17.

18. **Further Acts.** Each Party agrees to do all acts and things and to make, execute and deliver such written instruments as shall be reasonably necessary to carry out the terms and provisions of this Agreement and to complete the transactions contemplated herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

“Client”

CLAYTON WATER DISTRICT

By: _____
Larkin Harman, President

“Consultant”

JULIA BERRY CONSULTING INC.

By: _____
Julia D. Berry, President