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January 28, 2021

Keene Simonds
Local Agency Formation Committee
9335 Hazard Way, Ste. 200
San Diego, CA 92123

Dear Mr. Simonds:

Thank you for providing the opportunity to comment on the draft municipal service review (“MSR”) for San Diego County Resource Conservation Districts (“RCDs”). Similar to the letter I submitted on January 14, 2021 to Ms. Kimberly Thorner, Chairperson of the LAFCO Special District Advisory Committee (attached hereto and incorporated by reference herein as Exhibit 1), this letter is also submitted on behalf of the three members of the Pauma Valley Groundwater Sustainability Agency (“PVGSA”) for which my agency, Yuima Municipal Water District (“Yuima”) serves as lead. This letter provides comments upon, and recommends changes to, the draft MSR (Item 6a) which will be considered for approval by the Commission at the February 1 board meeting. This letter also provides comments upon the thoughtful analysis of the Sustainable Groundwater Management Act contained in item 7b, while seeking to correct inaccurate information in the report regarding federal reserved water rights (“FRWR”).

I would again like to thank you and Linda Heckenkamp for the thoughtful effort to sort through the difficult and sometimes conflicting information pertaining to RCDs in San Diego County. We expect it was no easy task to ascertain which of the somewhat unique municipal services performed by RCDs are active, which are latent, and which are neither, for complex and wide-ranging agencies that have never before been the subject of a San Diego County LAFCO (“SD LAFCO”) MSR.¹

What this Dispute Is About

As you are likely aware, certain vocal interests, most prominently the San Luis Rey Indian Water Authority (“USLRIWA”), have disputed whether the Upper San Luis Rey RCD (“USLRRCD”) exercises water management functions within its service area, and have raised this issue repeatedly during the MSR development process. Despite overwhelming evidence to the contrary—discussed in greater detail below and in the exhibits attached hereto and incorporated herein by reference—these interests contend that USLRRCD has no water management responsibilities within its service area.² They seek LAFCO’s assistance in their effort to have the State of California remove local control of groundwater resource management from San Diego County.³ PVGSA urges

¹ Because there has never before been an MSR for the San Diego County MSRs, there is a strong argument that each RCD in San Diego County currently has all of the authorities, as active powers, that were granted to each RCD under the RCD Act (Public Resources Code [“PRC”] §§ 9151-9491), and specifically Chapter 9 of the RCD Act (PRC §§9401-9420.)

² In order to manage groundwater per SGMA, a “local agency”, such as an RCD, must have water supply, water management or land use responsibilities. (Water Code §§ 10721 (n), 10723(a).) SGMA requires that each medium or high priority basin or sub-basin be managed by one or more local agencies. A local agency can only manage groundwater within its jurisdictional boundaries, and the entire basin or sub-basin must be managed by one or more GSA eligible local agencies.

³ Ironically, what SLRIWA seeks from LAFCO is the opposite of what the Sustainable Groundwater Management Act (“SGMA”) prescribes—groundwater management at the local level by local agencies with a stake in achieving sustainability in the aquifers these local agencies overlie. As recited in Exhibit 1, and in the comment letter that Yuima sent to SD LAFCO on December 18, 2020 (included in the agenda packet at pages 117-119), the members of the PVGSA earnestly desire to work with the USLRIWA and its members to collaboratively develop a groundwater sustainability plan (“GSP”) for the Upper San Luis Rey Sub-Basin that works for all interested stakeholders. PVGSA members have repeatedly

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P.O. Box 177 • 34928 Valley Center Road • Pauma Valley, CA 92061
(760) 742-3704 • (760) 742-2069 • www.yuimamwd.com • e-mail yuima@yuimamwd.com

LAFCO to reject this extra-legal approach by simply using the MSR process for what it was intended, the identification and cataloging of powers that local agencies currently and historically have performed within their service areas—ensuring that local communities receive adequate municipal services while preventing service overlap. It is the task of the State Water Resources Control Board (“SWRCB”), SGMA’s enforcement agency, and the courts, to determine which agencies are eligible to manage groundwater per SGMA. The SWRCB has already weighed in—as reflected in the two letters from the SWRCB found at pages 120-123 of the agenda packet for item 6a—opining that RCDs are SGMA “local agencies” because of broad authority for water management granted to RCDs under the RCD Act.

Notwithstanding the SWRCB’s prior opinions on this point, and because of the issues raised by SLRIWA, PVGSA conducted an extensive search of USLRRCD’s historic records. What emerged from that search is documentation of a local agency that is highly engaged in all of the activities, individually and in cooperation with the National Resources Conservation Service (“NRCS”), and other RCDs, for which it was granted authority under the RCD Act (highlighted portions of which are attached hereto and incorporated herein as Exhibit 2), nearly all of which pertain to water management within USLRRCD’s service area. Specifically, the historic documents and photographs attached hereto, and incorporated herein, respectively as Exhibits 3 and 4, clearly demonstrate that not only does USLRRCD extensively perform the water conservation and wildlife enhancement functions listed in Section 5.1, 6.0, and 6.1 of the draft MSR, but also actively performs, among other authorized powers, water management, runoff prevention and control, soil erosion management, agricultural enhancement, and erosion stabilization functions. Accordingly, for the reasons provided below, we ask that LAFCO please modify the current draft of the MSR to recognize as additional active powers, in addition to water conservation and wildlife enhancement, which are clearly established, the long standing and continuing actions of the USLRRCD—individually and in concert with NRCS, other RCDs, and the California Association of Resource Conservation Districts (“CARCD”)—to undertake “water management” activities. These water management activities, all of which are referenced in, and authorized by, the RCD Act,⁴ include water quality improvement, watershed protection, riparian habitat maintenance and management to conserve riparian endangered species (Arroyo Toads), flood water management (see Ex. 4), prevention of soil erosion, and management of runoff to increase water supplies while reducing pollution, and a whole host of projects spanning decades where the primary purpose was to enhance agricultural opportunities for the farming public that USLRRCD serves.

Water Conservation Responsibilities of USLRRCD

USLRRCD’s efforts to undertake water (and soil) conservation projects within its service area date back to its inception in the 1940s. USLRRCD’s water conservation projects for which Yuima and USLRRCD have written records date back to at least the early 1990s when USLRRCD and NRCS constructed a series of complex conservation and runoff management projects designed to control flooding, stabilize erosion, and prevent damage to agricultural lands, while simultaneously preventing pollution of ground and surface waters in the Upper San Luis Rey. (See Exhibit 4 for further descriptions and depictions of each project.) USLRRCD memorialized its long-standing partnership with NRCS in 1998 and 1999 by entering agreements to jointly perform water, soil and other natural resource conservation services within USLRRCD’s service area. (See Ex. 3, pp 1-6.) These agreements between USLRRCD and NRCS are binding obligations of both agencies, and they have

invited Tribal members to participate in the GSP development process in whatever manner they feel comfortable, whether in a voting or non-voting capacity. To date, the SLRIWA has declined these repeated invitations, as well as an offer to engage in a facilitated process assisted by the California Department of Water Resources (“DWR”), instead engaging in a concerted lobbying campaign to have the Upper San Luis Rey Sub-Basin declared “probationary,” and local control removed to Sacramento.

⁴ See PRC §§ 9415 (“The directors may manage . . . any soil conservation, water conservation, water distribution, flood control, erosion control, erosion prevention, or erosion stabilization project, within or adjacent to the district.”); 9417.5 (authorizing “watershed protection, restoration, and enhancement programs” by resource conservation districts); 9419 (d) (“A district may sponsor programs that address land use practices which reduce water and wind erosion, soil contamination, soil salinity, agricultural land conversion, loss of soil organic matter, soil subsidence, and soil compaction and associated poor water infiltration.”)

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produced decades of collaboration on a host of water conservation, runoff management, and water pollution reduction projects, a small sampling of which are described in Exhibit 3 and depicted in the photographs at Exhibit 4. USLRRCD and NRCS expanded their efforts to collaboratively develop and implement water, soil, and natural resource conservation projects in 2019 when USLRRCD, NRCS, and CARCD entered into an additional agreement wherein the three parties agreed to continue working together to “protect, restore, and enhance the productivity of American agricultural lands” through conserving water, soil and natural resources. (Ex. 3, pp. 20-27.) Of note, the 2019 Agreement memorialized the long-standing conservation efforts of USLRRCD by observing: “The NRCS and Upper San Luis Rey Conservation District share a rich history of collaborating to deliver comprehensive technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore and enhance natural resources.” Thus, these two agreements collectively demonstrate that since at least 1998 to the present, USLRCD and its partners have continuously exercised water, soil, and natural resource conservation powers within USLRRCD’s service area.

It may be helpful to observe that water conservation has different meanings depending on the context used. However, no matter which definition is used, USLRRCD had done conservation work, and continues to do it. In more recent times, “water conservation” has been associated with achieving greater water efficiency. As Exhibit 3 illustrates, the USLRRCD had engaged in “efficiency” oriented types of water management since at least the 1990s by providing water efficiency education to both farmers and school age children and partnering with CARCD and other San Diego County RCDs to provide water efficiency training and assistance to farmers in USLRRCD’s service area. (See e.g., Ex. 3 at pp. 17-19 [2015 MOU Between USLRRCD and Greater San Diego RCD to provide twelve watershed education and protection classes to be given within USLRRCD service area], and Ex. 3, p. 20 [2017 MOU Between USLRRCD and Greater San Diego RCD to Implement the State Water Efficiency & Enhancement Program (SWEEP)⁵ within USLRRCD’s Service Area]; see also PRC §9419 (a)-(d) [authorizing RCDs to individually, or in cooperation with other RCDs, to provide education on water conservation, water quality and watershed protection within their service areas].)

At the time the RCD Act was passed, and in the formation of RCDs throughout the state, a related but distinct definition of “conservation” is also relevant to the MSR—the prevention of water from being wasted or contaminated and thereby lost for future beneficial use. (See PRC § 9001 (a) describing Legislature’s intent for “resource conservation” in California [“to provide the means by which the state may cooperate with the United States and with resource conservation districts . . . to save the basic resources, soil, water, and air of the state from unreasonable and economically preventable waste and destruction.”]. Thus, RCDs throughout California engage in “conservation” when they capture, redirect, or treat water that would otherwise be wasted or rendered unusable for future beneficial use—either because of non-availability or water quality degradation. USLRRCD also has also long performed this “waste prevention” type of water conservation project by (a) re-engineering drainage, building culverts and ditches, and redirecting waters that were eroding and damaging farmlands, tribal lands, and other Pauma Valley facilities, during the 1990s (see Exhibit 4); (b) by working with NRCS and the California Integrated Waste Management Board to manage and reengineer waste runoff from farms in a manner that prevents pollution of surface and groundwater that might otherwise render the receiving ground and surface waters unusable. See Ex. 3 at p. 11 [CIWMB list of grant funded projects managed by USLRRCD between 1997 and 2006 for water quality improvement and watershed protection], and Ex. 3 at pp. 9-13 [2003 groundwater quality planning study undertaken and managed by USLRRCD and 2006-2010 implementation of EQUIP program within USLRRCD].

USLRRCD has also continuously provided other water conservation and agricultural enhancement opportunities to individual farmers since its inception, as illustrated in the 2017 Cooperative Agreement Between USLRRCD and Greater San Diego RCD to implement the State Water Efficiency & Enhancement Program (SWEEP), by contracting with a sister RCD to provide irrigation water efficiency services within the USLRRCD service area. USLRRCD also, in addition to undertaking major erosion and water quality management projects such as those described in Exhibit 4, has regularly undertaken smaller cooperative agreements with individual landowners (including Tribal entities) to enhance agricultural opportunities, control runoff, and increase water efficiency.

⁵Information regarding the SWEEP program is available online at <https://www.cdfa.ca.gov/oefi/swEEP/>.

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(See, e.g., 2002 Cooperative Agreement with Village Nurseries to provide water and soil conservation services, Ex. at pp. 7-8; 2009 Project to clean-up pollution from abandoned tires in Pauma Creek, Ex 3, at pp. 15-16.) And these are just a small segment of the ongoing water conservation activities of USLRRCD within its service area, all of which continue to this day. (See 2019 Cooperative Agreement Between USLRRCD, NRCS, and CARCD.)

Other Active Water Management Related Functions of USLRRCD

Exhibits 3 and 4 demonstrate that the ongoing activities of USLRRCD within its service area, include water quality management and improvement,⁶ watershed protection,⁷ riparian habitat maintenance and management to conserve riparian endangered species (Arroyo Toads)⁸, flood water management (see Ex. 4), prevention of soil erosion, and management of runoff to increase water supplies for irrigation use⁹ while reducing pollution. Agricultural enhancement activities by USLRRCD are also well established by Exhibits 3 and 4. USLRRCD has a number of directors that can provide significantly more amplification of the many projects that USLRRCD has undertaken over the years to the extent that additional evidence is needed to inform LAFCO's finalization of the MSR as to USLRRCD's active powers.

Assertion by USLRIWA that Half of the Water in the Upper San Luis Rey Belongs to the Tribes:

We are not clear where this assertion, contained in the staff report for item 7.b for the February 1 LAFCO meeting, came from, but whatever the source, it is simply not accurate. FRWR are judge created law. They constitute a court recognized estoppel that prevents the Federal Government from going back on its word when it creates tribal reservations (e.g., Congress is presumed to not have intended to create a reservation for Tribes without reserving enough water from the public domain to meet the primary purpose of the reservation). This action has not occurred here. No court has ever adjudicated a FRWR anywhere in the San Luis Rey River Basin—for surface water or groundwater, and Congress has never expressly granted FRWR in favor of a San Luis Rey Tribe. That's not to say that a court might not do so in the event of a future basin wide adjudication of the San Luis Rey River, but it has not happened to date. Moreover, because the Tribes, as PVGSA understands the facts, already have all the water they need (either from existing wells on reservation lands, or via retail water suppliers) to meet the primary purposes of their respective reservations, and because no court has ever held that the desire to engage in water speculation with non-Indians is a protected "Winters Right," it is not clear that future FRWR assertions by Tribes in the Upper San Luis Rey would ultimately be successful—and if successful, in what volume. Thus, PVGSA respectfully asks that this language in Item 7.b be removed as it is simply not an accurate statement of the facts or the law.

Conclusion:

The PVGSA is a GSA formed properly per SGMA, and the USLRRCD has been a member and critical partner in PVGSA since day one. USLRRCD has participated as a full "local agency" with groundwater management authority in GSA planning and activities, and, until recently, this occurred with full concurrence and support by the SLRIWA. RCDs are authorized by SGMA to act as GSAs with no further LAFCO action (absent annexation or expansion of boundaries), and the evidence submitted with this letter clearly indicates that the USLRRCD has exercised water management responsibilities within its service area, consistent with the authorities it was granted under the RCD Act, for a very long time, and in a comprehensive manner.

⁶ See Ex. 4. See also Ex. 3 at pp. 9-12 (USLRRCD 2004 groundwater quality study; solicitation and implementation of EQIP program; clean-up of Pauma Creek; clean-up of farm waste per CIWMB grants).

⁷ See Ex. 3 at p. 11 (USLRRCD administration of CIWMB watershed planning and coordination grants between 1997 and 2006).

⁸ USLRRCD manages several conservation easements within its service area, all of which, or nearly all, are in the bed or floodplain of the San Luis Rey River. Arroyo toads can only mate where there are certain types of sandbars and flows in the river, so careful water management of riparian habitat is required within the several conservation easements that USLRRCD manages for successful Arroyo Toad recovery to occur. Obviously, the management of the conservation easements also constitutes Wildlife Enhancement, as the MSR correctly observes.

⁹ See Ex. 4.

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P.O. Box 177 • 34928 Valley Center Road • Pauma Valley, CA 92061
(760) 742-3704 • (760) 742-2069 • www.yuimamwd.com • e-mail yuima@yuimamwd.com

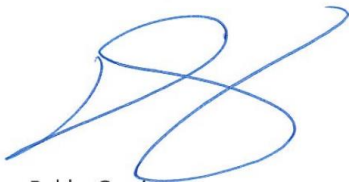
We accordingly ask LAFCO to modify Sections 5.1, 6.0 and 6.1 of the draft MSR to incorporate and memorialize the well-established active powers of the USLRRC, and how they've been exercised over the decades without interruption. We'd also ask you to revise the SGMA Summary in Agenda Item 7.b to remove any reference to the SLRIWA owning half the water in the USLR Sub-Basin. There is simply no legal basis for that assertion. Alternatively, as time is short before the February 1 Commission meeting, it may make sense for the Commission to table action on the MSR until the March 2021 Commission meeting in order to ensure the MSR properly captures all of the active powers of the USLRRC, many of which date back for many decades—and continue.

Finally, we respectfully urge that there should be no need for further analysis on the legal ability of USLRRC to participate as a member of the PVGSA after the MSR is approved since USLRRC clearly has water management responsibilities, and RCDs are clearly authorized to manage groundwater per SGMA without any further approvals by any agency other than CA DWR and the SWRCB. Unfortunately, SD LAFCO has been asked to weigh in on questions regarding SGMA that the SWRCB is empowered by law to answer. Please allow them to fulfill that role—as SGMA intended. Thank you for your consideration, and we are happy to provide any additional information the Commission may find helpful for the February 1 Commission meeting.

Kindest Regards,



Amy Reeh
Interim General Manager
Yuima Municipal Water District



Bobby Graziano
General Manager
Pauma Valley Community Services District



Andy Lyall
President
Upper San Luis Rey Resource Conservation District

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EXHIBIT 1



Board of Directors
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Don Broomell – Secretary/ Treasurer
Laney Villalobos - Director
Bruce Knox - Director

January 14, 2021

Ms. Kimberly Thorner
San Diego Local Agency Formation Commission (LAFCO)
Chair – Special Districts Advisory Committee
9335 Hazard Way, Suite 200
San Diego, CA 92123

Dear Ms. Thorner:

Thank you for the opportunity to participate at the Special Districts Advisory Committee (“Advisory Committee”) meeting on December 18, 2020. The discussion related to the ongoing Municipal Service Review (MSR) of San Diego County’s three Resource Conservation Districts (RCDs), and LAFCO’s draft MSR report related to same, were very useful and informative. The Pauma Valley Ground Water Sustainability Agency (PVGSA)—which is composed of the three signatory agencies to this letter—is generally supportive of LAFCO’s recommendations contained in the draft MSR Report, and PVGSA looks forward to working collaboratively with LAFCO staff and the Advisory Committee to ensure the final MSR report accurately reports on existing functions and services currently or recently performed by each RCD in San Diego County.

We also, via this letter, want to ensure that LAFCO does not seek, through the MSR process to impose requirements onto the Sustainable Groundwater Management Act (SGMA) process that no other LAFCO in California has sought to impose on groundwater sustainability agencies (GSAs) formed per SGMA. Specifically, to our knowledge, none of the hundreds of GSAs that have formed in the last five years throughout California to achieve SGMA’s sustainability goals have been required to first undergo a LAFCO review and approval. And with good reason. SGMA could easily have been written to require GSA’s to obtain LAFCO approval prior to filing a notice of intent with the Department of Water Resources (DWR) to become a GSA. The Legislature did not choose to proceed that way—instead casting a broad net in SGMA for the types of agencies eligible to become GSAs, individually or collectively. There are now RCDs managing groundwater basins throughout California. None received approval from a LAFCO before doing so. PVGSA, with USLRRCD as one of its founding members, will similarly continue developing a groundwater sustainability plan (GSP) for the Upper San Luis Rey Sub-Basin (Sub-Basin) so that the Sub-Basin can be sustainably managed in the future. We respectfully reiterate that LAFCO’s focus in the MSR should be limited to identifying and memorializing any active water management functions that USLRRCD currently, and historically, has carried out within its service area.

Additionally, PVGSA would like to briefly to respond to some points that were raised by other stakeholders during the Advisory Committee meeting, which PVGSA members believe to be less than entirely accurate.

During the discussion of the MSR, Mr. Tom Kennedy, General Manager of Rainbow Municipal Water District (Rainbow), stated that Rainbow, along with other stakeholders in the basin and the San Luis Rey Indian Water Authority (SLRIWA) spent four years developing a Groundwater Sustainability Agency in the Upper San Luis Rey Sub-Basin. This assertion is misleading. The PVGSA was formed on June 27, 2017 by the County of San Diego, Yuima, PVCSD and the USLRRCD through a Memorandum of

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Understanding (2017 MOU), which I have attached. The 2017 MOU, which was filed with DWR, specifically states that the parties entered into the MOU for the purpose of operating a single, multi-agency GSA to develop a GSP for the Pauma Valley.¹ The 2017 MOU established a future governance structure for the GSA, and specifically named USLRCD as an active participant in groundwater management in Pauma Valley, much like the water management activities that USLRCD has provided, and continues to provide, within its service area. Yuima's records indicate that it was not until several months after the signing of the 2017 MOU that Mr. Kennedy and the SLRIWA became involved in the GSP development process, and neither complained until last year about the alleged ineligibility of USLRCD to participate as a member of a GSA. Indeed, prior to the passage of AB 1944 in 2018, Rainbow had no lands within the Sub-Basin. After AB 1944, they have 38 acres—out of more than 19,000 acres overlying the Sub-Basin.

The MOU Mr. Kennedy referenced at the Advisory Committee meeting was approved on March 21, 2019. It did not modify the 2017 MOU, nor did it purport to modify the GSA created by it. Instead, the 2019 MOU addressed expansion of the Sub basin boundary per AB1944, and it also sought to create a broader framework, which included participation of SLRIWA and Rainbow, for administering grant funding, and developing the GSP. The signing parties of this 2019 MOU were the PVCSD, USLRCD, Yuima, Valley Center Municipal Water District, Pauma Municipal Water District, Rainbow, and the SLRIWA. Through this 2019 MOU, and at numerous subsequent meetings, both Rainbow and the SLRIWA recognized USLRCD's participation as a SGMA "local agency" and legal member of the GSA. Indeed, Rainbow and USLRCD had to directly support USLRCD's role as a SGMA local agency because around the same time the County of San Diego withdrew from the GSA. After the County's withdrawal, the only way that the GSA could cover the entire Sub-Basin (a requirement of SGMA) was via the membership of USLRCD in the GSA. This support for USLRCD's role as a GSA changed, however, when the SLRIWA demanded that the development of the GSP include adjudication and quantification of all of the SLRIWA's asserted water rights (equivalent in volume to all of the water in the Sub-Basin). This new demand by SLRIWA was not part of the 2017 or 2019 MOUs, and was not within the legal purview of SGMA or the powers of the PVGSA. SGMA gives GSAs no power to determine or quantify rights in groundwater as those functions fall within the exclusive purview of the courts. The impasse over SLRIWA's demand that the GSP recognize and accept SLRIWA's claim to own all water in the Sub-Basin was a deal breaker, and the GSP development efforts stalled. Impasse ensued for over a year thereafter.

On or about June 2020, the current members of the PVGSA amended the 2017 MOU to allow Yuima to take on the responsibilities of the County, which as previously noted had withdrawn from the GSA in 2019. Prior to the signing of this amendment, the GSA members invited Rainbow and the SLRIWA to join and participate in the PVGSA. Both declined. Invitations to participate, in a voting or non-voting capacity have since been repeatedly extended to the SLRIWA, but they have repeatedly declined to participate, and indeed have also refused facilitation services offered by DWR. Instead, they seek to destroy the ability of the PVGSA to finish its work and develop a compliant GSP by asking LAFCO, the State Water Board, and DWR, to prevent completion of the GSP, and to declare the PVGSA invalid, with the intent that the State of California will then take over direct management of the Sub-Basin from Sacramento, a result that SGMA does not contemplate, and which nobody in the San Luis Rey Valley appears to want except for SLRIWA and Rainbow.

¹ At that time, and prior to the passage of SB 779 in 2019, all water bearing formations to the west of Pauma Valley were considered to be a subterranean stream and therefore outside the purview of SGMA.

USLRRCD engages in water management activities throughout the Sub-Basin, and has continuously done so for a very long time (additional evidence on this point will be submitted to LAFCO in the next week under separate cover). In the meantime, PVGSA will continue to encourage the participation of SLRIWA in the GSA process in whatever form the Tribes feel comfortable participating.

During the Advisory Committee meeting, you established a special working group of the Advisory Committee and tasked the working group with reviewing the issue of RCDs and SGMA, and specifically whether LAFCO is required to take any action in relation to the exercise of those powers. All three members of the PVGSA support this process and hereby offer any assistance and information that may aid the workgroup in their assigned task.

The PVGSA is dedicated to achieving the responsibility with which it has been tasked; developing a legally compliant GSP, that fully respects federal reserved water rights, and achieves groundwater sustainability throughout the Sub-Basin. We ask for LAFCO's assistance in facilitating the GSA in completing its mission.

Sincerely,



Amy Reeh
Interim General Manager
Yuima Municipal Water District

Andy Lyall
President
Upper San Luis Rey RCD

Bobby Graziano
General Manager
Pauma Valley Community Services District

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During the Advisory Committee meeting, a special working group was established by the Chair of the Advisory Committee and tasked with reviewing the issue of RCDs and SGMA, and whether LAFCO is required to take any action in relation to the exercise of those powers. All three members of the PVGSA support this process and hereby offer any assistance and information that may aid the workgroup in their assigned task.

The PVGSA is dedicated to achieving the responsibility with which it has been tasked; developing a legally compliant GSP, that fully respects federal reserved water rights, and achieves groundwater sustainability throughout the Sub-Basin. We ask for LAFCO's assistance in facilitating the GSA in completing its mission.

Sincerely,

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PUBLIC RESOURCES CODE - PRC**DIVISION 9. RESOURCE CONSERVATION [9001 - 9972]** (*Division 9 repealed and added by Stats. 1975, Ch. 513.)***CHAPTER 3. Resource Conservation Districts [9151 - 9491]** (*Chapter 3 added by Stats. 1975, Ch. 513.)***ARTICLE 9. General Powers of District [9401 - 9420]** (*Article 9 added by Stats. 1975, Ch. 513.)*

9401. The board of directors of a district shall manage and conduct the business and affairs of the district.
(Repealed and added by Stats. 1975, Ch. 513.)

9402. The directors shall be empowered to conduct surveys, investigations, and research relating to the conservation of resources and the preventive and control measures and works of improvement needed, publish the results of such surveys, investigations, or research, and disseminate information concerning such preventive control measures and works of improvement; provided, however, that in order to avoid duplication of surveys, investigations, and research activities, the directors shall seek the cooperation of local, state, and federal agencies.
(Repealed and added by Stats. 1975, Ch. 513.)

9403. The directors may accept gifts and grants of money from any source whatsoever to carry out the purposes of the district.
(Repealed and added by Stats. 1975, Ch. 513.)

9403.5. The directors may establish and charge fees for services provided by the district to, and upon the request of, persons or governmental entities. No fee shall exceed the cost reasonably borne by the district in providing the service.
(Added by Stats. 1991, Ch. 831, Sec. 19.)

9404. The directors may execute all necessary contracts. They may employ such agents, officers, and employees as may be necessary, prescribe their duties, and fix their compensation.
(Repealed and added by Stats. 1975, Ch. 513.)

9405. The directors may acquire by purchase, lease, contract, or gift all lands and property necessary to carry out the plans and works of the district. The directors may acquire conservation easements as provided in Chapter 4 (commencing with Section 815) of Title 2 of Part 2 of Division 2 of the Civil Code on lands within the district. **A district acquiring a conservation easement shall prepare a management plan for the easement which fully describes the intent and legal obligations respecting the easement and which shall be consistent with the goals of the State Soil Conservation Plan and other policies adopted pursuant to Section 9108.**
(Amended by Stats. 1991, Ch. 831, Sec. 20.)

9406. The directors may take conveyances, leases, contracts, or other assurances for all property acquired by the district, in the name, and for the uses and purposes, of the district.
(Repealed and added by Stats. 1975, Ch. 513.)

9407. The directors may sue and be sued in the name of the district and may appear in person or by counsel.
(Repealed and added by Stats. 1975, Ch. 513.)

9408. (a) The directors may cooperate and enter into contracts or agreements with the state, the United States, any county, any city, any other resource conservation or other public district in this state, any person, or the commission, in furtherance of the provisions of this division, and to that end may use any funds available to the district as provided in this chapter, and may accept and use contributions of labor, money, supplies, materials, or equipment useful for accomplishing the purposes of the district.

(b) Districts may cooperate with counties and cities on resource issues of local concern. It is the intent of the Legislature to encourage districts to facilitate cooperation among agencies of government to address resource issues of local concern.

(c) Districts may cooperate with federal, state, and local agencies and owners of private lands under the agreement between the California Association of Resource Conservation Districts and various public and private entities known as the coordinated resource management and planning memorandum of understanding.

(Amended by Stats. 1991, Ch. 831, Sec. 21.)

9409. The directors may make improvements or conduct operations on public lands, with the cooperation of the agency administering and having jurisdiction thereof, and on private lands, with the consent of the owners thereof, in furtherance of the prevention or control of soil erosion, water conservation and distribution, agricultural enhancement, wildlife enhancement, and erosion stabilization, including, but not limited to, terraces, ditches, levees, and dams or other structures, and the planting of trees, shrubs, grasses, or other vegetation.

(Repealed and added by Stats. 1975, Ch. 513.)

9410. The directors may operate and maintain, independently or in cooperation with the United States or this state or any state agency or political subdivision or any person, any and all works constructed by the district.

(Added by Stats. 1975, Ch. 513.)

9411. The directors may disseminate information relating to soil and water conservation and erosion stabilization, and may conduct demonstrational projects within, or adjacent to, the district on public land, with the consent of the agency administering or having jurisdiction thereof, or on private lands, with the consent of the owners thereof, independently or in cooperation with the United States, this state or any political subdivision or public district thereof, or any person.

(Added by Stats. 1975, Ch. 513.)

9412. Each district may provide technical assistance to private landowners or land occupants within the district to support practices that minimize soil and related resource degradation. When in the judgment of the directors it is for the benefit of the district so to do, they may give assistance to private landowners or land occupants within the district in seeds, plants, materials and labor, and may loan or rent to any such private landowner or land occupant agricultural machinery or other equipment. No such assistance shall be given or any such loans made unless the landowner or land occupant receiving the aid or assistance agrees to devote and use the aid or assistance on his or her lands within the district in furtherance of objectives of the district and in accordance with district plans or regulations. Notwithstanding the fact that the landowner or land occupant is also a director, any landowner is qualified to and may receive assistance or loans under this section.

(Amended by Stats. 1991, Ch. 831, Sec. 22.)

9413. (a) Each district may develop districtwide comprehensive annual and long-range work plans as provided in this section. These plans shall address the full range of soil and related resource problems that are found to occur in the district.

(b) The long-range work plans may be adopted and updated every five years, in accordance with a standard statewide format which shall be established by the commission. Districts may amend the long-range plan prior to the five-year update in order to address substantive changes occurring since the adoption of the most recent long-range work plan. The long-range plans shall serve the following functions:

- (1) Identification of resource issues within the district for purposes of local, state, and federal resource conservation planning.
- (2) Establishment of long-range district goals.
- (3) Provision of a framework for directors to identify priorities for annual district activities.
- (4) Provision of information to federal, state, and local governments and the public concerning district programs and goals.

(5) Setting forth a basis for evaluating annual work plan achievements and allocating available state funding to the district.

(6) Involvement of other agencies and organizations in the district planning process in order to help ensure support in implementing district plans.

(c) The annual work plans may be adopted on or before March 1 of each year in a format which shall be consistent with the district's long-range work plan. The annual work plans shall serve the following functions:

(1) Identification of high priority actions to be undertaken by the district during the year covered by the plan.

(2) Identification of the person or persons responsible for undertaking each planned task, how it will be performed, when it will be completed, what constitutes completion, and the cost.

(3) Demonstration of the relationship of annual tasks to the long-range district goals identified in the long-range work plan.

(4) Provision of assistance to the local field office of the Soil Conservation Service of the United States Department of Agriculture in adjusting staff and program priorities to match district goals.

(5) Informing the public of the district's goals for the year.

(6) Involvement of other agencies and organizations in the district planning process in order to help ensure support in implementing district plans.

(7) Provision of a basis for assisting the commission in determining district eligibility for state funding under this division.

(d) A district may prepare an annual district report. The annual district report shall be completed on or before September 1 of each year in a format consistent with the long-range and annual plans, so that progress made during the reporting period towards district goals can be readily determined. The annual report shall serve the following functions:

(1) To report on the district's achievements during the reporting period to the commission, the department, the board of supervisors of any county in which the district is located, and any agency that reviews district requests for funding assistance.

(2) To increase public awareness of district activities.

(3) To compare district accomplishments during the reporting period with annual work plan objectives for that period and to identify potential objectives for the next annual work plan.

(Repealed and added by Stats. 1991, Ch. 831, Sec. 24.)

9414. Directors may accept, by purchase, lease, or gift, and administer any soil conservation, water conservation, water distribution, erosion control, or erosion prevention project located within the district undertaken by the United States or any of its agencies, or by this state or any of its agencies.

(Added by Stats. 1975, Ch. 513.)

9415. The directors may manage, as agents of the United States or any of its agencies, or of this state or any of its agencies, any soil conservation, water conservation, water distribution, flood control, erosion control, erosion prevention, or erosion stabilization project, within or adjacent to the district; and may act as agent for the United States, or any of its agencies, or for this state or any of its agencies, in connection with the acquisition, construction, operation, or administration of any soil conservation, water conservation, water distribution, flood control, erosion control, erosion prevention, or erosion stabilization project within or adjacent to the district.

(Added by Stats. 1975, Ch. 513.)

9416. The directors may establish standards of cropping and tillage operations and range practices on private land as a condition to expenditure by the district of district or other funds, or to the doing by the district of any work of any nature, on private lands.

(Added by Stats. 1975, Ch. 513.)

9417. (a) The directors of any district may cooperate with the directors of any other district in respect to matters of common interest or benefit to the districts. An association of resource conservation districts may be organized to facilitate that cooperation, to provide for the loan of equipment and tools by one district to another, and for the making of investigations and studies and the carrying out of projects of joint interest to the districts participating therein.

(b) It is the intent of the Legislature to encourage districts to organize in countywide or regional associations for the purposes of (1) providing coordinated representation of districts before federal, state, and local governmental agencies and (2) coordinating program planning, funding, and delivery of services.

(Amended by Stats. 1991, Ch. 831, Sec. 25.)

9417.5. It is the intent of the Legislature that concerned state agencies, in cooperation with resource conservation districts and other appropriate local entities, work with the agencies of the United States Department of Agriculture and the Department of the Interior, the Environmental Protection Agency, and other federal agencies, to maximize cooperative opportunities for federal, state, and private funding for competitive grants and contracts for watershed protection, restoration, and enhancement programs of resource conservation districts.

(Added by Stats. 1994, Ch. 719, Sec. 3. Effective January 1, 1995.)

9418. The directors of any district may call upon the district attorney of the principal county for legal advice and assistance in all matters concerning the district, except that if the principal county has a county counsel, then the directors shall call upon him for such legal advice and assistance. The district attorney or county counsel, as may be appropriate, shall, upon the request being made, give such advice and assistance.

(Added by Stats. 1975, Ch. 513.)

9419. (a) The directors may engage in activities designed to promote a knowledge of the principles of resource conservation throughout the district and for that purpose may develop educational programs both for children and for adults. In the development of those programs, the directors may authorize the giving of awards and prizes for outstanding achievement.

(b) Each district may develop and disseminate or utilize conservation education programs for use in kindergarten through grade 12. As an option to developing these programs independently, it is the intent of the Legislature to encourage both collaboration with other organizations and incorporation of elements of existing programs.

(c) A district may conduct workshops on the relationships between soil and related resource problems and their effects on other resources, such as wildlife and water quality.

(d) A district may sponsor programs that address land use practices which reduce water and wind erosion, soil contamination, soil salinity, agricultural land conversion, loss of soil organic matter, soil subsidence, and soil compaction and associated poor water infiltration.

(Amended by Stats. 1991, Ch. 831, Sec. 26.)

9420. The board of directors of a district may appoint advisory committees to provide technical assistance in addressing soil and related resource problems, to assist in coordinating conservation programs and activities, and to share information relating to the functions or purposes of the district. Representatives of state, federal, and local governmental agencies, including school districts, as well as private organizations, may serve on these advisory committees.

(Repealed and added by Stats. 1991, Ch. 831, Sec. 28.)

MUTUAL AGREEMENT
Between the
UNITED STATES DEPARTMENT OF AGRICULTURE
and the
STATE OF CALIFORNIA
and the
UPPER SAN LUIS REY RESOURCE CONSERVATION DISTRICT

**For their Cooperation in the
Conservation of Natural Resources**

THIS AGREEMENT is between the United States Department of Agriculture (USDA), the State of California, and the Upper San Luis Rey Resource Conservation District.

The authority of USDA to enter into this agreement is the Soil Conservation and Domestic Allotment Act, 16. 590; the Department of Agriculture Reorganization Act of 1994, Public Law No. 103-354; and Secretary's Memorandum No. 1010-1, dated October 20, 1994. The State of California and the District authority is defined in Division 9 of the Public Resources Code, as amended.

STATEMENT OF PURPOSE

The parties have the common objective of assisting people in their efforts to utilize and manage natural resources in accordance with their capabilities and needs for protection and improvement. Each party is independent, has its respective responsibilities, yet recognizes the need to coordinate as a federal, state and local partnership for the successful delivery of conservation programs related to our soil, water, air, plant, animal, and human resources. Therefore, the parties will cooperate to implement their respective long-range natural resources conservation programs considering available resources, statutory authorities, and regulations. The parties will develop appropriate agreements to further define this relationship.

IT IS UNDERSTOOD THAT:

Broad based conservation programs delivered through the cooperation of the USDA, the Upper San Luis Rey Resource Conservation District, and the State of California are vital to the protection of the natural resources, economic stability and well-being of our Nation.

The parties reaffirm the relationship between the USDA, the Upper San Luis Rey Resource Conservation District, and the State of California. The Secretary will continue, within the terms of various statutes administered by USDA, to carry out broad conservation programs of assistance encompassing technical, research, educational, and financial assistance to land owners and users through the Upper San Luis Rey Resource Conservation District, and the State of California.

The parties also recognize and encourage a continued commitment from the State of California in aiding administration, coordination, financing, and the delivery of conservation programs through the Districts.

This Agreement establishes an enduring basis for cooperation and assistance between the parties to achieve common natural resources conservation goals and objectives. Authority to carry out specific projects or activities, such as the transfer of funds, acquisition of services, and property will be carried out under separate agreements. The parties will encourage other natural resource related agencies to develop similar agreements.

EXHIBIT 3

The signatories will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, and in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B), which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Agriculture or any Agency thereof.

This agreement can be modified or terminated at any time by mutual consent of all parties or can be terminated by any party by giving 60 days written notice to the others.

This agreement supersedes all previous Memorandums of Understanding.

UNITED STATES DEPARTMENT OF AGRICULTURE

By: _____

(Secretary of Agriculture)

Date: _____

STATE OF CALIFORNIA

By: _____

(Governor or Designee)

Date: _____

UPPER SAN LUIS REY RESOURCE CONSERVATION DISTRICT

By: _____

(Chairperson)

Date: _____

COOPERATIVE WORKING AGREEMENT

Between the

NATURAL RESOURCES CONSERVATION SERVICE, USDA

and the

UPPER SAN LUIS REY RESOURCE CONSERVATION DISTRICT

and the

CALIFORNIA ASSOCIATION OF RESOURCE CONSERVATION DISTRICTS

and the

CALIFORNIA DEPARTMENT OF CONSERVATION

For their Cooperation in the Conservation of Natural Resources

THIS AGREEMENT is between the Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture (USDA), Upper San Luis Rey Resource Conservation District (USLRCD), California Association of Resource Conservation Districts (CARCD), and the California Department of Conservation (DOC).

AUTHORITIES, STATUTES, LAWS

NRCS is authorized to cooperate and furnish assistance to the parties in the conservation of natural resources as referenced in the Soil Conservation and Domestic Allotment Act, 16 U.S.C. 590; the Department of Agriculture Reorganization Act of 1994, Public Law 103-354; and Secretary's Memorandum No. 1010-1 Reorganization of the Department of Agriculture, dated October 20, 1994. The California authority is defined in California Public Resources Code Division 9 and Public Resources Code Section 614.

For the purpose of this CWA, boundaries referred to herein will be those of the District as determined by the California State Public Resources Code Division 9.

PURPOSE

The purpose of this agreement is to supplement the Mutual Agreement between the United States Department of Agriculture by the State Conservationist and the Upper San Luis Rey Resource Conservation District as authorized by Public Law 103-354 and Secretary's Memorandum No. 1010-1 dated October 20, 1994. This Cooperative Working Agreement (CWA) documents those areas of common interest of the State, Federal and Local partnership in natural resources conservation. In the interest of advancing the concept of "locally led conservation," the District shall be responsible for exerting leadership to identify local resource needs, advocate for effective solutions and work with appropriate parties on implementation. To the extent possible, all signatories shall collaborate on the delivery of conservation through the Upper San Luis Rey Resource Conservation District. Used effectively, the partnership between the above entities will: Increase participation and understanding from landowners, citizen groups and other agencies; improve understanding of natural resource management issues; generate public support for viable recommendations; and reduce duplication of effort and contradictory mandates.

ROLES AND RESPONSIBILITIES

Personnel: Each party is responsible for the hiring, management, supervision, development, and evaluation of its own personnel, including creating an environment that supports a diverse, qualified workforce.

Training: The parties will provide appropriate leadership in administrative and technical training as determined by joint natural resource conservation program needs. The parties will cooperate to offer training opportunities to each other.

Employment: The parties agree to work together to identify individual staffing needs to include the necessary disciplines for program delivery. Employee hiring, placement, personnel policies and evaluations which outline responsibilities of their respective employees and programs will be done independently by the employing agency outlining responsibility of their respective employees and program.

For the purpose of strategic planning, the signatories shall share information on job descriptions, program mandates, and operating guidelines outlining responsibilities of their respective employees as necessary.

TECHNICAL AND ADMINISTRATIVE ASSISTANCE

The parties agree to work together to determine the amount of technical and administrative assistance needed for program delivery at each level, within available resources. Such assistance, as appropriate, may include contracts, agreements, procurement, personnel, engineering, soil and water resources and/or other assistance provided by the parties. Such arrangements will be identified in a separate letter of agreement on a project-by-project basis.

NRCS agrees to provide adequate staffing to the local field office, within NRCS budget constraints, to assist the District in implementing the objectives of this agreement. The parties agree to strive toward a high level of customer satisfaction and quality of service.

Reimbursable costs and billing requirements will be identified in a separate Letter of Agreement on a project by project basis.

PROGRAM DELIVERY

The parties agree to work together in order to accomplish mutual resource conservation priorities identified by the District. The parties will actively seek funding to accomplish these priorities, where permissible. The parties will coordinate with public and private resource groups, and other resource agencies, and interested parties to share information and resources in developing comprehensive natural resource programs.

PLANS

The District agrees to take the lead in the development and review of annual long-range workplans to define the conservation needs within the District's area in cooperation with other stakeholders.

Workplans should be tailored to meet individual needs as well as overall community watershed needs. Each District will have common and specialized priorities based on local community conditions.

The District will obtain necessary documentation of land rights, permits, and licenses needed for the implementation of the projects.

RESOURCE INVENTORIES

To the extent necessary to advance the purposes of the CWA, the parties agree to identify, define, and coordinate the collection and use of resource inventory data.

The parties will cooperate in monitoring and validating the resource inventory data to assure that the data meets the resource planning and evaluation process.

Site specific information obtained by NRCS, DOC, and RCDs will be filed in accordance with the provisions of the Freedom of Information Act and applicable state laws.

RECORDS MANAGEMENT

Freedom of Information Act: Requests for information from client records pursuant to the Privacy Act and the Freedom of Information Act, will be processed according to guidance in NRCS General Manual 120-408.

NRCS will inform the District about such requests, and the District will inform NRCS of requests they receive under the California Open Records Act. The District cooperator's agreement must include responsibility to protect cooperators and limit District Director's/Supervisor's liability.

TECHNICAL STANDARDS

The District will utilize the NRCS Field Office Technical Guide (FOTG) and other science-based technical standards, as approved by the parties of this agreement. The parties will develop a process to establish and maintain consistent technical standards. Applicable agencies will participate in review and adoption of standards.

JOB APPROVAL

Each party agrees to assign job approval authority to its personnel based on knowledge, skill and ability levels and within applicable laws and guidelines.

FEE FOR SERVICES

The parties recognize that non-federal signatories may establish procedures to collect fees, where permissible, for delivery of such services which are not provided through Federal financial or technical assistance.

FACILITIES, EQUIPMENT, AND VEHICLES

Subject to the requirements of State and Federal Laws, established guidelines and procedures, funding limits, and jointly developed policies, the parties will share office space, equipment and vehicles necessary for the conduct of work completed under this agreement.

FUNDING

The parties will work together to maximize available resources and actively seek funding to accomplish natural resource priorities and programs.

TORT LIABILITY

The parties will each assume responsibility for the actions of their officials or employees acting within the scope of their employment to the extent provided by federal and state law.

ACCOUNTABILITY

The parties agree to design and implement an outcome based evaluation system to determine that resource and customer needs are being met at the District level. **The responsible person for the NRCS will be the District Conservationist assigned to the local field office; the responsible person for the Resource Conservation District will be the President of the Board of Directors or designated representative.** All activity under this CWA will be coordinated by individuals identified above.

SCOPE OF AGREEMENT

Authority to carry out specific projects or activities which involve the transfer of funds, acquisition of services, property or any other obligations, is not provided by this document and would need to be carried out under separate authority.

CIVIL RIGHTS

The parties will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended. The Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, and in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Agriculture or any agency thereof.

TERMINATION

This agreement can be modified or terminated at any time by mutual consent of any party or can be terminated by any parties giving sixty (60) days written notice to the other parties.

This agreement supersedes the supplemental Memorandum of Understanding.

UPPER SAN LUIS REY RESOURCE CONSERVATION DISTRICT

By: Ogden Watson
Title: Treasurer
Date: 9.9.99

CALIFORNIA ASSOCIATION OF RESOURCE CONSERVATION DISTRICTS

By: Donna C. Thomas
Title: President
Date: 2/9/99

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

By: [Signature]
Title: _____
Date: 4.6.99

STATE OF CALIFORNIA DEPARTMENT OF CONSERVATION

By: [Signature]
Title: Director
Date: 11/8/98



Upper San Luis Rey Resource Conservation District

P.O. Box 1777 • 990 East Mission Road

Fallbrook, California 92088-1777

Phone: (760) 728-1332 FAX: (760) 723-5316 Email: missnrtd@tfb.com

COOPERATIVE AGREEMENT

The cooperator is interested in soil and water conservation and desires the assistance of the District in developing a conservation program for his land.

The cooperator intends to use his land within its capability and to treat it according to its needs.

The District will help to develop a conservation plan and assist in carrying out the plan by providing such information and technical or other assistance as may be available.

Neither the District nor the cooperator shall be liable for damages to the other's property resulting from the carrying out of this plan. The District assumes no responsibility for the possible legal establishment of any property lines or boundary lines, water rights, nor for area estimates shown or used.

This agreement shall remain in effect until either party gives written notice to the contrary. It shall become inoperative for any party who ceases to have legal interest in the subject land and is automatically cancelled when the property is sold.

DISTRICT SERVICE IN COMPLIANCE WITH THE CIVIL RIGHTS ACT OF 1964 AS AMENDED ARE AVAILABLE TO ALL LAND USERS WITHIN THE DISTRICT REGARDLESS OF RACE, COLOR, HANDICAP, OR NATIONAL ORIGIN.

THE SIGNING OF THIS AGREEMENT DOES NOT CONSTITUTE A COST-SHARING APPLICATION UNDER ANY GOVERNMENT COST SHARE PROGRAM.

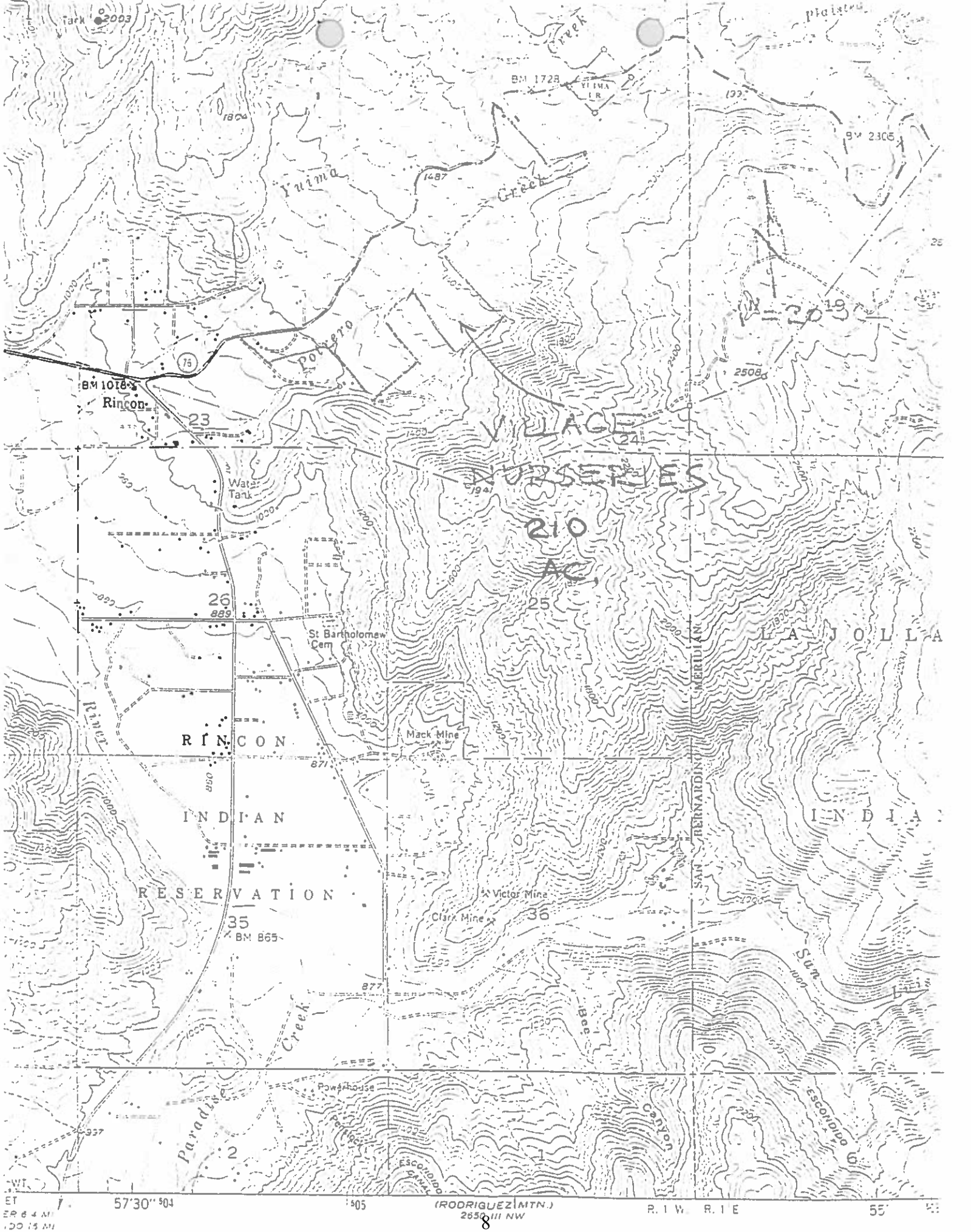
Village Nurseries 8-22-02
Cooperator (Operator: Doug Anderson) Date
Mailing Address: P.O. Box 249 Phone: 760-742-4477
Pauma Valley, CA 92061 Cell: 760-212-2642
Acres: 200 +-
Property Location: 17325- 17675 Hwy 76, Pauma Valley, 92061

..... Upper San Luis Rey Resource Conservation District

[Signature] 9-12-02
Director Date

Save What We Have - Restore What We Had

mailed 9/19/02





Phone (760) 728-1332
Fax (760) 723-5316

Mission Resource Conservation District
990 East Mission Road, Fallbrook, California 92028
P.O. Box 1777, Fallbrook, California 92088-1777

e-mail
missnrkd@tfb.com

**A Joint Project of
Mission Resource Conservation District
and
Upper San Luis Rey Resource Conservation District**

San Luis Rey River Basin Ground Water Quality Data

Analyte	Units	#1	#2	#3	#4	#5	#6	#7	#8	#9
pH		7.0	7.4	7.8	7.9	7.9	7.8	7.5	8.0	8.0
EC	dS/m	0.5	0.7	0.7	1.2	1.4	0.7	1.8	3.1	2.3
TDS	ppm	309	460	478	787	908	460	1126	1998	1453
CaCo ₃	ppm	176	276	276	508	576	292	652	1184	828
Ca & Mg	ppm	76	94	96	178	199	103	214	387	286
Na	ppm	0.0	12.1	13.2	2.2	2.2	0.0	22.0	12.1	0.0
Cl	ppm	35	89	85	137	164	61	211	550	434
NO ₃	ppm	0.0	2.8	3.0	0.5	0.5	0.0	5.0	2.8	0.0

Collected by: Vic Smothers, April 30, 2003
Analyzed by: Andrea Souther & Trevor Li, May 6, 2003



Phone (760) 728-1332
Fax (760) 723-5316

Mission Resource Conservation District
990 East Mission Road, Fallbrook, California 92028
P.O. Box 1777, Fallbrook, California 92088-1777

e-mail
mgwater@missionrctd.org

**A Joint Project of
Mission Resource Conservation District
and
Upper San Luis Rey Resource Conservation District**

San Luis Rey River Basin Ground Water Quality Data

Analyte	Units	#1	#2	#3	#4	#5	#6	#7	#8	#9
pH		7.3	7.2	7.0	6.9		7.2	7.3	7.1	7.2
EC	dS/m	0.4	0.6	0.9	1.3		0.5	1.6	2.6	2.1
TDS	ppm	286	391	549	806		345	1052	1665	1368
CaCo ₃	ppm	176	230	352	560		208	652	984	816
Ca & Mg	ppm	64	80	120	191		75	208	326	282
Na	ppm	22	35	36	32		28	78	146	117
Cl	ppm	37	72	121	159		55	221	440	440
NO ₃	ppm	0.0	1.0	2.5	0.5		0.5	7.5	0.5	0.5

La Jolla *Bain* *Ulim* *Well #3* *Pala* *Pankey* *Vessells* *O's all water front*

Collected by: Vic Smothers, January 27, 2004
Analyzed by: Andrea Souther, January 29, 2004

Farm and Ranch Solid Waste Cleanup and Abatement Grant Program

Grant Experience Work Sheet

The information provided on this form will be used to determine if Applicant, or its contractor(s), can complete the project as proposed. Points will be awarded for the completion of this form.

Provide evidence in the space below, as it relates to the project, that applicant, or its contractor(s) has sufficient staff resources, technical expertise and experience to successfully manage this grant project. Include previous experience remediating similar sites and/or managing grant.

Previous Experience:

The Upper San Luis Rey Resource Conservation District has successfully completed two CIWMB Farm and Ranch Solid Waste Cleanup and Abatement grant projects since 2004, both within budget. The RCD has also, in the past, partnered with Mission Resource Conservation District to implement three other watershed related grant projects.

List previous grants received:

11-2-2006

FR25-06-0003

\$34,628

Date of Grant	Grant Number	Grant Amount	Type of Grant, and Awarding Agency	Percent Complete
5/1/2006	FR21-0405	\$70,472	Farm & Ranch Solid Waste Cleanup and Abatement Grant program (CA Integrated Waste Management Board)	100%
12/1/2004	FR15-03-6	\$96,129	Farm & Ranch Solid Waste Cleanup and Abatement Grant program (CA Integrated Waste Management Board)	100%
7/1/2002	65-9104-8-13K (3000-512#1)	\$69,982	Watershed Coordinator, Department of Conservation (USLR RCD and Mission RCD)	100%
1/1/2001	65-9104-8-13K (3000-512)	\$84,300	Watershed Coordinator, Department of Conservation (USLR RCD and Mission RCD)	100%
11/20/1997	97-056	\$175,100	Development of San Luis Rey Corridor Plan, CA Coastal Conservancy (USLR RCD and Mission RCD)	100%

Upper San Luis Rey Resource Conservation District

Water Quality Program

"Environmental Quality Incentives Program (EQIP)"

WORKSHOP

EQIP is a federal cost-share program that offers financial and technical help to assist eligible farmers install or implement structural and management practices on eligible agricultural land. This includes projects



involving irrigation system improvements and other methods of eliminating runoff. Opportunities will be provided to discuss your project ideas and to start the application process. For more information, see www.nrcs.usda.gov/programs/eqip.

EQIP Applications due December 1st , 2006

Presenters:

- Cori Calvert, District Conservationist- Natural Resources Conservation Service

Date: September 28, 2006

Time: 1:00—2:00 p.m.

Place: Pauma Valley Community Services District
33129 Cole Grade Rd., Pauma Valley, CA

RSVP: Lisa @ (760) 742-3564 (reservations limited to 25)

Program Sponsors

- Upper San Luis Rey Resource Conservation District
- Natural Resources Conservation Service

MINUTES
December 11th, 2008
Upper San Luis Rey Resource Conservation District

On Thursday, December 11th, 2008 The Upper San Luis Rey Resource Conservation District met at: 33129 Cole Grade Rd., Pauma Valley, CA 92061

Board Members Present:

Jesse Hutchings, President
Bill Hutchings, Vice-President
Oggie Watson, Secretary-Treasurer
Lenore Lamb – Director

Others Present:

Lisa Payne - USLR
Vic Smothers - NRCS
Cori Calvert Butler - NRCS
Alfonso Ramos – TY Nursery

Board Members Absent:

None

CALLED TO ORDER:

President, Jesse Hutchings called the meeting to order at 11:50 p.m.

REPORTS:

EQUIP applications currently being deferred into 2010. Groves & nurseries are utilizing EQUIP for replacement irrigation after damage from fires. In 2009 there have been more applications than normal. NRCS has received 40 applications to date and will be able to fund 10 to 15 applications in 2009.

Due to the first county wide NRCS audit, Cori has been unable to work on the courtesy monthly newsletter for the past few months. Cori hopes to start up again with it in the first quarter 2009. An audit is being done by the State and all employees of NRCS are currently helping out with the audit in reviewing contracts and the field work is on hold.

APPROVAL OF AGENDA:

Lenore Lamb made a motion to approve the agenda. Seconded by Bill Hutchings the motion was approved.

APPROVAL OF MINUTES:

Bill Hutchings made a motion to approve November minutes. Seconded by Lenore Lamb, the motion was approved.

TREASURERS REPORT:

November's treasurer's reports & bills were approved as read. Bill Hutchings made a motion to approve expenses. Seconded by Lenore Lamb, the motion was approved.

Expenses:

Admin. - \$200.00
CSDA - \$490.00

CSDA payment of annual dues to be discussed next month.

NEW BUSINESS:

Regarding the "FOIA", Cori Calvert indicated that NRCS can give us a general description of projects within our district boundaries, but can no longer provide us with information such as names or addresses. Lenore Lamb would like to receive an official response and requests that the "FOIA" letter be sent. The board agreed. A motion was made for Lenore & Lisa to finish the "FOIA" letter and Jesse will sign. Jesse made the motion and Oggie seconded it, the motion was approved.

Cori indicated that Vic Smothers would be our contact person in the process of obtaining information from NRCS. Cori Calvert will e-mail newsletter to Vic. Vic will highlight what is in our district and e-mail that information to Lisa. Lisa will then be able to submit with monthly package.

Vic indicated the Forest Service was doing research on Tree Mortality. Lenore ask about classes that the Forest Service may offer. He did not know, but suggested she check with the Forest Service.

OLD BUSINESS:


Alfonso offered a tour of TY Nursery. Lisa to coordinate with him for February or March. Lenore indicated that the following month we could tour Pala's Treatment Plant.

ADJOURNMENT:

Motion to adjourn at 12:50 p.m. by Oggie Watson and seconded by Bill Hutchings.
MEETING ADJOURNED.

NEXT MONTHLY MEETING:

January 8th, 2008



Acting Secretary

MINUTES
August 13th, 2009
Upper San Luis Rey Resource Conservation District

On Thursday, August 13th, 2009 The Upper San Luis Rey Resource Conservation District met at: 35955 Pala Temecula Rd. (Tribal Hall), Pala, CA 92059

Board Members Present:

Jesse Hutchings, President
Bill Hutchings, Vice-President
Alfonso Ramos - Director

Others Present:

Lisa Payne - USLR
Shea O'Keefe – NRCS
Vic Smothers - NRCS

Board Members Absent:

Oggie Watson, Secretary-Treasurer
Lenore Lamb – Director

CALLED TO ORDER:

President, Jesse Hutchings called the meeting to order at 12:11 p.m.

REPORTS:

Victoria Jackson, a student from Warner Springs High School that USLR RCD recently sponsored gave a very nice power point presentation on her experience at Range Camp. Victoria found the information she received from camp was invaluable for hands on experience. She was very appreciative of the opportunity to attend Range Camp.

Shea O'Keefe indicated NRCS is starting a new program called the Conservation Stewardship Program "CSP". They will have more information to follow next month. "EQUIP" applications were recently funded. Out of 40 applications, 5 applications were funded, all in other districts.

NRCS is still working on clearing Doane's Pond at Palomar Mountain. Currently they are zip inning the logs off the hill. NRCS has been working with contractors because they are bidding the jobs on the mountain to low. NRCS is in the process of obtaining new bids from new sources. The current Wetlands Reserve Program "WRP" will be ongoing on Palomar Mountain until 2010.

APPROVAL OF AGENDA:

Bill Hutchings made a motion to approve the agenda. Seconded by Alfonso Ramos, the motion was approved.

APPROVAL OF MINUTES:

Bill Hutchings made a motion to approve July minutes. Seconded by Alfonso Ramos, the motion was approved.

TREASURERS REPORT:

July's treasurer's reports & bills were approved as read. Bill Hutchings made a motion to approve expenses. Seconded by Alfonso Ramos, the motion was approved.

Expenses:

Admin. - \$300.00
Pauma Valley Water - \$70.00
Office Supplies - \$70.82

OLD BUSINESS:

Alfonso Ramos is still working on collecting & disposing of tires from Pauma Creek along Highway 76.

NEW BUSINESS:


Jesse Hutchings asked Shea O'keefe if any Steelhead (fish) has been planted in the river? No one from NRCS has received confirmation on this. Shea suggested that we contact David from Fish & Game to attend a meeting and give us an update. She feels Fish & Game is our best source of information on the Steelhead.

ADJOURNMENT:

Motion to adjourn at 1:06 p.m. by Alfonso Ramos and seconded by Bill Hutchings.
MEETING ADJOURNED.

NEXT MONTHLY MEETING:

September 10th, 2009
Tour of Pala Wastewater Treatment Plant


Acting Secretary



Resource Conservation District of Greater San Diego County
11769 Waterhill Rd., Lakeside, CA 92040

Phone: (619) 562-0096 📞 Fax: (619) 562-4799

Website: www.rcdsandiego.org

RESOLUTION 2015-12-08-02

MEMORANDUM OF UNDERSTANDING BETWEEN THE RESOURCE CONSERVATION DISTRICT OF GREATER SAN DIEGO COUNTY AND THE UPPER SAN LUIS REY RESOURCE CONSERVATION DISTRICT

WHEREAS, it is recognized that the water resources of San Diego County are a critical aspect to the well being of citizens of San Diego County; and

WHEREAS, Resource Conservation Districts, under Division 9 of the California Public Resources Code, Section 9408, are allowed and encouraged to cooperate and enter into agreements with fellow Resource Conservation Districts to accomplish the purpose of Districts to conserve natural resources and to provide conservation education; and

WHEREAS, the Upper San Luis Rey Resource Conservation District does not currently have its own watershed protection education program and would like to meet the need for that service for its cooperators;

NOW THEREFORE BE IT RESOLVED, that a Memorandum of Understanding is entered between the Upper San Luis Rey Resource Conservation District, effective on the date of the last signature, and within the limitations of authorities, resources, and established policies of the Resource Conservation District of Greater San Diego County and its cooperating agencies, the Resource Conservation District of Greater San Diego County will:

1. Provide twelve watershed education classes to elementary schools as suggested by Upper San Luis Rey for the contract price of \$1,000. The Resource Conservation District of Greater San Diego County Watershed education will include:
 - a. Contacting the schools to establish the date and time of the watershed presentations.
 - b. Pre and post testing of the watershed materials taught.
 - c. Cost of materials used.
 - d. Cost of travel incurred.
 - e. Quarterly reports on all schools serviced, children taught, and presentation outcomes
 - f. Quarterly reports on all expenses generated with invoice for payment and items listed under 1e.



Resource Conservation District of Greater San Diego County
11769 Waterhill Rd., Lakeside, CA 92040

Phone: (619) 562-0096 📞 Fax: (619) 562-4799


Website: www.rcdsandiego.org

WHEREAS, the Upper San Luis Rey Resource Conservation agrees to pay the Resource Conservation District of Greater San Diego County within thirty (30) days within invoiced.


This agreement between the two entities is subject to revision and extension based on mutual consent of the organizations and shall be in writing. Both parties have the right to terminate the agreement for cause at any time by giving sixty (60) days notice in writing to the other.

Marilyn Huntamer, President, Resource Conservation
District of Greater San Diego County

Date



Jesse Hutchings, President, Upper San Luis Rey
Resource Conservation District



Date

RESOLUTION 2017-09-12-02

**MEMORANDUM OF UNDERSTANDING BETWEEN THE RESOURCE CONSERVATION
DISTRICT OF GREATER SAN DIEGO COUNTY AND THE UPPER SAN LUIS REY
RESOURCE CONSERVATION DISTRICT-SWEEP PROGRAM**

WHEREAS, Resource Conservation Districts, under Division 9 of the California Public Resources Code, Section 9408, are allowed and encouraged to cooperate and enter into agreements with fellow Resource Conservation Districts to accomplish the purpose of Districts to conserve natural resources and to provide conservation education; and

WHEREAS, the State Water Efficiency and Enhancement Program (SWEEP) provides financial assistance in the form of grants to implement irrigation systems that reduce greenhouse gases and save water on California agricultural operation; and

WHEREAS, the Upper San Luis Rey Resource Conservation District does not currently have its own staff to participate in the SWEEP program and would like to meet the need for that service for its cooperators;

NOW THEREFORE BE IT RESOLVED, that a Memorandum of Understanding is entered between the Upper San Luis Rey Resource Conservation District, effective on the date of the last signature, and within the limitations of authorities, resources, and established policies of the Resource Conservation District of Greater San Diego County and its cooperating agencies, the Resource Conservation District of Greater San Diego County will:

1. Provide CDFA SWEEP evaluations within Upper San Luis Rey territory for a service fee of 10% per evaluation payable to the Upper San Luis Rey.

This agreement between the two entities is subject to revision and extension based on mutual consent of the organizations and shall be in writing. Both parties have the right to terminate the agreement for cause at any time by giving sixty (60) days' notice in writing to the other.



Don Butz, President, Resource Conservation
District of Greater San Diego County

9/14/17

Date

Jesse Hutchings, President, Upper San Luis Rey
Resource Conservation District

Date

**MEMORANDUM OF AGREEMENT
BETWEEN THE
United States Department of Agriculture, Natural Resources Conservation Service
AND
Upper San Luis Rey Resource Conservation District, State of California
AND THE
California Association of Resource Conservation Districts**

I. PURPOSE

This Memorandum of Agreement (MOA) is entered into between the United States Department of Agriculture (USDA) Natural Resources Conservation Service (hereafter referred to as NRCS) and the Upper San Luis Rey Resource Conservation District (hereafter referred to as Resource Conservation District), and the California Association of Resource Conservation Districts.

The NRCS and Upper San Luis Rey Resource Conservation District (referred to jointly as the Parties) have common objectives of delivering technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance the productivity of American agricultural lands. The Parties recognize the importance of natural resources, the wise use and management of these natural resources, and, as appropriate, the protection and/or development of these natural resources. This agreement is made and entered into with the objectives of:

- Continuing to support the delivery of excellent and innovative customer service;
- Recognizing conservation planning as foundational to our work and working together to meet the conservation planning assistance needs of our cooperatives/customers.
- Strengthening and modernizing conservation delivery to optimize efficiency and effectiveness;
- Continuing and broadening our outreach to existing and new customers and partners;
- Supporting science-based decision making as close to the resource issue/opportunity as possible;
- Encouraging a voluntary approach with landowners as the primary means of accomplishing conservation goals; and
- Using sound approaches to strengthen each Party and its role in the delivery of soil, water, and related natural resource conservation across the nation.

II. BACKGROUND

The NRCS and Upper San Luis Rey Resource Conservation District share a rich history of collaborating to deliver comprehensive technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance natural resources.

The Soil Conservation Service was established in 1935 (renamed NRCS in 1994 to reflect its broader conservation mission). NRCS is committed to “helping people help the land.” It provides assistance and resources for conservation practices that improve water and air quality, prevent erosion, restore wetlands, and enhance wildlife. NRCS’s approach to mission delivery and customer service is deeply rooted in the notion that locally-led, voluntary efforts yield the most effective and productive outcomes. Locally-led conservation is the principle that farmers, ranchers, and forest stewards know their lands better than anyone else based on their personal knowledge and experience with those lands. As such, they are best positioned to make optimal decisions for the benefit of their operations, their natural resource conditions, and their communities.

The first Conservation District was established in 1937 to provide local leadership in natural resources management. Resource Conservation Districts serve as the link between federal and state agency resources with the local farmers, ranchers, and forest stewards. They are responsible for promoting and carrying out their conservation programs by assisting communities and its members develop, apply, and maintain appropriate conservation practices and resource management systems. They are authorized to provide broad area planning and implementation assistance to units of government. They are a focal point for coordinating and delivering conservation technical assistance and funding to their respective communities.

III. STATEMENT OF MUTUAL BENEFIT

In conjunction with the NRCS, the Upper San Luis Resource Conservation District coordinates and implements locally led conservation plans because of to their connections to Federal, State, Tribal, and local governments; private resources; and the public. The Parties agree to facilitate cooperation, collaboration, and agreement between agencies, landowners, and other stakeholders; develop comprehensive conservation plans; and bring those plans to the attention of landowners and others within the district.

In addition, the Parties recognize the importance of working together to broaden strategic assessment and planning under the authority of the Soil and Water Resources Conservation Act of 1977 for the conservation, protection, and enhancement of soil, water, and related natural resources. The Parties further recognize that natural resources are finite and under increasing pressure from a variety of impacts and demands. Soil, water, air, plants, animals, and energy are all addressed under the programs, initiatives, and partnership efforts of the Parties.

In order to deliver the necessary technical and financial assistance to enable locally-led, voluntary conservation, the Parties agree to adhere to the principles, roles, and responsibilities outlined in this Section of the MOA. This MOA does not affect or modify existing regulations or agency responsibilities and authorities. Moreover, this MOA does not commit either party to activities beyond the scope of its respective mission and statutory authorities.

A. Locally-Led, Voluntary Conservation

The Parties agree that locally-led, voluntary conservation must be driven by natural resource conservation needs, rather than by funding. Its primary focus is to identify natural resource concerns, along with related economic and social concerns. Locally-led conservation consists of a series of activities and phases that involve community stakeholders in natural resource planning, implementation of solutions, and evaluation of results:

As funding and other resources allow, the Resource Conservation District agrees to:

- Assist NRCS in promoting USDA programs by participating in outreach and community education activities.
- Advocate for a strong natural resource conservation program by keeping appropriate boards, landowners, legislators, county agricultural commissioners, and other key stakeholders apprised of District conservation activities.
- Assemble and chair the USDA local working group, as chartered under the State Technical Committee and authorized by 7 CFR 610, Part C to encourage public participation.
- ❖ Refer to MOA Attachments, Appendix B, which is a full text of 7 CFR 610, Part C and available upon request. The language for the State Technical Committee authorized by 7 CFR 610, Part C may change, in the future, with a new farm bill. To see the latest State Technical Committee authorization, go to:

<https://www.law.cornell.edu/cfr/text/7/part-610/subpart-C>

Legal Information Institute; Electronic Code of Federal Regulations; Title 7. Agriculture; Subtitle B. Regulations for the Department of Agriculture; Chapter VI NRCS, Subpart B, Conservation Programs; NRCS 7 CFR Subpart C-State Technical Committees.

- Encourage diverse participation in local working groups through community outreach and education, to include stakeholders from historically underserved communities.
- Open local working group meetings to the public and provide public notice of meetings to federal, state, Tribal entities, local agencies and community stakeholders, including using Tribal publications if they exist in the district, including historical lands.
- Develop the agenda and associated materials/information for local working groups and distribute at least 14 calendar days prior to the meeting.
- Develop and file local working group meeting records at the local NRCS office within 30 calendar days of the meetings.
- Adhere to local working group responsibilities and standard operating procedures, as documented in NRCS policy, Title 440, Part 500 - Conservation Programs Manual, Locally Led Conservation.
 - ❖ Refer to MOA Attachments, Appendix C, which is a full text of Title 440, Part 500- Conservation Programs Manual: Locally Led Conservation and is available upon request. Title 440, Part 500 -Conservation Programs Manual, Locally Led Conservation may be revised in the future. To see the latest Title 440, Part 500 - Conservation Programs Manual, Locally Led Conservation go to:

<https://directives.sc.egov.usda.gov/RollupViewer.aspx?hid=27712>

- Develop a conservation needs assessment through broad-based community participation and in accordance with NRCS policy and procedures. This will provide a basis for making decisions about local priorities or policies in all local conservation programs.
- Recommend local natural resource priorities and criteria for NRCS conservation activities and programs based on the conservation needs assessment and public input.
- Develop a Long-Range Plan every three (3) to five (5) years and an Annual Plan of Work and/or Plan of Operations each year, or as specified in state statute. These documents must incorporate local and community inputs.
- Identify NRCS program resources, develop and implement conservation plans and work with NRCS to evaluate/measure the technical and community impacts.
- Update NRCS on conservation activities of local and state advisory committees and community groups attended by resource conservation district board members and staff.
- Cooperate and collaborate across other resource conservation districts, as appropriate and as permitted by state statute.

NRCS agrees to:

- Support outreach activities and ensure the Resource Conservation District is kept informed of NRCS activities and programs on at least a monthly basis. This includes bringing technical and financial assistance opportunities (including matching fund strategies) to the attention of the Resource Conservation District.
- Work cooperatively to solicit and leverage community recommendations to inform priorities that guide the delivery of NRCS conservation programs.
 - Designate a NRCS representative to participate in Resource Conservation District meetings and events, including local working group meetings. Alternatively, NRCS will chair the local working group should the Resource Conservation District be unable or unwilling to.
 - Develop and transmit written notifications to the local working group members as to the decisions made in response to their recommendations within 90 days.
- Respond to requests from the Resource Conservation District for technical guidance and assistance.

- Partner with local and Tribal entities and agencies, as well as community groups where possible, to further Resource Conservation District natural resource conservation goals and objectives.
- Attempt to align program priorities within the resource conservation district with the natural resource concerns identified by the local working group.
- Provide an annual summary of NRCS accomplishments to the Resource Conservation District.
- Work with resource conservation districts to identify NRCS program resources, develop and implement conservation practices/plans and to measure the technical and community outcomes of conservation efforts.

B. Adherence to Technical Standards

The Parties agree to the use of science-based decision-making to address local natural resource issues. Implementation of sound conservation plans and practices will strengthen each party, as well as their roles in the delivery of soil and water conservation.

The Resource Conservation District agrees to:

- Adhere to Federal, State, Local, and Tribal laws and regulations.
- Utilize NRCS policies and procedures, including the NRCS Field Office Technical Guide (FOTG), and/or other science-based technical standards as applicable to the local conservation priorities and activities.
- Leverage and promote use of USDA technologies and software applications, as appropriate.
- When implementing NRCS conservation practices on behalf of, or in partnership with NRCS, assign conservation practice job approval authority to its personnel based on employee knowledge, skill, and ability level, and within applicable laws and guidelines. Obtain NRCS concurrence for job approval for practices involving USDA authorities or programs.
- As funding and other resources allow, participate in local, state, and national opportunities for policy, program, and project development.

NRCS agrees to:

- Develop, update, and disseminate technical standards, policies, and procedures.
- Seek input and comment from communities on natural resource conservation policies and issues.
- Inform the Resource Conservation District and communities when pending NRCS statutes, laws, regulations, policies, or procedures may have a significant impact on the community.
- Develop and provide access to USDA technologies and applications to facilitate shared standards, as appropriate.
- Evaluate non-NRCS employees and assign job approval authority in accordance with NRCS policy and consistent with State laws when districts are implementing NRCS conservation practices in partnership with, or on behalf of, NRCS.
- Provide engineering job approval, when Resource Conservation Districts are implementing NRCS conservation practices in partnership with, or on behalf of NRCS, as based on job class and in accordance with NRCS policy and Federal, State, and local laws, regulations and codes.
- Provide conservation planning certification for Resource Conservation District employees, as requested, and in accordance with NRCS policy and Federal, State, and local laws, regulations and codes.
- Create and promote opportunities for the Resource Conservation District board members and staff to participate in NRCS policy, program, and project development.

- Provide technical or other training for Resource Conservation District employees in conjunction with its own training, or as separate events. Training must be consistent with and in support of NRCS's mission objectives. As such, the principal emphasis will be on the support and delivery of field-based conservation technical assistance.

A. California Association of Resource Conservation Districts (CARCD)

The California Association of Resource Conservation Districts (CARCD) serves as a strong advocate, technical resource, and partner to RCDs in achieving the vision for the RCD field. CARCD builds the network and local impact of RCDs in California, strengthening locally-led conservation and stewardship of natural and agricultural resources. CARCD believes Resource Conservation Districts have greater impact working collectively than working alone and a strong State Association provides a powerful voice for their needs.

CARCD agrees to:

- Participate in State level work groups, committees, and public venues to educate partners and funders about the critical role RCDs play across communities in California.
- Work with State and Federal Agencies to define the potential for CARCD to serve as lead funding recipient in a model where partnerships with one or more RCDs will enhance strategic or program outcomes.
- Develop tools for all RCDs that want to explore the potential for greater conservation involvement and input to conservation efforts.
- Conduct surveys as needed of RCDs to identify partnership needs.
- Plan and host a state-wide Annual Conference with content driven by the conservation needs of California.
- Identify existing resources (NACD, CSDA, NRCS) for webinars and trainings focused on conservation.
- Host an online RCD-exchange portal to include an RCD directory, event calendar, communication and capacity building tools, message boards, and a Resource Library for all RCDs to provide information that can be posted.
- Develop management training series to build the capacity and competencies of District Managers to implement local conservation priorities and chair local work group meetings.
- Develop a board training series to support board effectiveness.
- Provide targeted support to regional networks.
- Develop and disseminate tools for engagement and relationship-building with government decision-makers.

C. Data and Information Sharing

Any information furnished to NRCS under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552). Cooperators providing technical or financial assistance under USDA programs may have access to information that must not be subsequently disclosed and may only be used for the purpose of providing that assistance. The parties also acknowledge that resource conservation districts are subject to the California Public Records Act.

See Appendix A, "ACKNOWLEDGMENT OF REQUIREMENTS FOR PROTECTION OF PRIVACY OF PERSONAL AND GEOSPATIAL INFORMATION RELATING TO NATURAL RESOURCES CONSERVATION SERVICE PROGRAMS." The signatory agrees to abide by these requirements as a condition of receiving access to such information.

IV. GENERAL PROVISIONS

A. Period of Performance

This MOA takes effect upon the signature of the Parties and shall remain in effect until mutually modified or terminated.

B. Amendments

This MOA may be extended or amended upon written request of either Party and the subsequent written concurrence of the other. Either of the parties may terminate this MOA with a 60-day written notice to the other.

This state-level MOA may be supplemented by a local-level MOA, if desired and mutually agreed to by the parties. The local-level MOA reflects locally developed detailed working arrangements, to include NRCS's and Resource Conservation District's Annual Workplan and/or Plan of Operations. These may include, but are not limited to, documenting specific goals and objectives, action items, provision for documentation of accomplishments, schedule of planned events, and assignment of responsibilities.

C. Transfer of Funding or Non-Monetary Resources

This MOA is established to document the collaborative relationship between the Parties. Nothing in this MOA shall require either Party to obligate or transfer funding, or anything of value. This may include, but is not limited to:

- Office spaces and equipment/supplies
- Vehicles and associated expenses (e.g., fuel, maintenance)
- Computers, software, and technical equipment

The transfer of funding or other resources of value among the Parties requires execution of a separate agreement. The appropriate instruments include:

- Cooperative Agreement (2 CFR 200.24), which allows federal agencies to transfer a thing of value to the State, local or Tribal government, or other recipient to carry out a public purpose authorized by law of the United States.
- Contribution Agreement (7 CFR 6962a), which is a unique statutory authority allowing NRCS to enter into an agreement with a non-federal entity that shares a mutual purpose in carrying out NRCS programs. All parties must contribute resources to the accomplishment of these objectives.
- Reimbursable Agreement (31 USC 686; PL 90-577), which allows federal agencies to provide specialized or technical services to State and local governments.

D. Other

This MOA is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party against the United States, its agencies, its officers, or any person.

All activities and programs conducted under this MOA shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Civil Rights Restoration Act of 1987 (Public Law 100-250); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. Also, they will be in accordance with regulations of the Secretary of Agriculture (7 CFR Part 15, subpart A), which provide that no person in the United State shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of an applicant or recipient receiving federal financial assistance from the Department of Agriculture or any Agency thereof.

All activities, funded by the NRCS, shall be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).

**Acknowledgement of Requirements for Protection of Privacy of Personal and Geospatial Information
Relating to Natural Resources Conservation Service Programs**

SEC. 1619. INFORMATION GATHERING. (Appendix C – Section 1619 of the 2008 Farm Bill)

- (a) **GEOSPATIAL SYSTEMS.** — The Secretary shall ensure that all the geospatial data of the agencies of the
- (b) Department of Agriculture are portable and standardized.

(b) LIMITATION ON DISCLOSURES. —

(1) DEFINITION OF AGRICULTURAL OPERATION. — In this subsection, the term “agricultural operation” includes the production and marketing of agricultural commodities and livestock.

(2) PROHIBITION. — Except as provided in paragraphs (3) and (4), the Secretary, any officer or employee of the Department of Agriculture, or any contractor or cooperator of the Department, shall not disclose—

- (A) information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in programs of the Department; or
- (B) geospatial information otherwise maintained by the Secretary about agricultural land or operations for which information described in subparagraph (A) is provided.

(3) AUTHORIZED DISCLOSURES. —

(A) LIMITED RELEASE OF INFORMATION. — If the Secretary determines that the information described in paragraph (2) will not be subsequently disclosed except in accordance with paragraph (4), the Secretary may release or disclose the information to a person or Federal, State, local, or tribal agency working in cooperation with the Secretary in any Department program—

- (i) when providing technical or financial assistance with respect to the agricultural operation, agricultural land, or farming or conservation practices; or
- (ii) when responding to a disease or pest threat to agricultural operations, if the Secretary determines that a threat to agricultural operations exists and the disclosure of information to a person or cooperating government entity is necessary to assist the Secretary in responding to the disease or pest threat as authorized by law.

(4) EXCEPTIONS. — Nothing in this subsection affects—

- (A) the disclosure of payment information (including payment information and the names and addresses of recipients of payments) under any Department program that is otherwise authorized by law;
- (B) the disclosure of information described in paragraph (2) if the information has been transformed into a statistical or aggregate form without naming any—
 - (i) individual owner, operator, or producer; or
 - (ii) specific data gathering site; or
- (C) the disclosure of information described in paragraph (2) pursuant to the consent of the agricultural producer or owner of agricultural land.

(5) CONDITION OF OTHER PROGRAMS. — The participation of the agricultural producer or owner of agricultural land in, or receipt of any benefit under, any program administered by the Secretary may not be conditioned on the consent of the agricultural producer or owner of agricultural land under paragraph

(6) WAIVER OF PRIVILEGE OR PROTECTION. — The disclosure of information under paragraph (2) shall not constitute a waiver of any applicable privilege or protection under Federal law, including trade secret protection.

V. SIGNATURES

Upper San Luis Rey RESOURCE CONSERVATION DISTRICT

Signature: 
Andrew Lyall, President

Date: 10/8/2020

CALIFORNIA ASSOCIATION OF RESOURCE CONSERVATION DISTRICTS

Don Butz, President

Date: _____

USDA NATURAL RESOURCES CONSERVATION SERVICE

Carlos Suarez, State Conservationist

Date: _____

EXHIBIT 4: PHOTOS OF HISTORIC USLRRCD CONSERVATION, FLOOD
CONTROL, EROSION PREVENTION, AND AGRICULTURAL
ENHANCEMENT PROJECTS

- All Photos are of projects constructed by USLRRCD, in cooperation with NRCS and other public and private stakeholders, between approximately 1990 and 1998

Conservation, Flood and Sediment Control and Agricultural
Enhancement Project

Farmer was experiencing significant flooding and sedimentation on his property. USLRRCD and NRCS constructed new drainage facilities and a pond to prevent harmful runoff and erosion of farmlands, to conserve water, and to prevent degradation of downstream water quality.





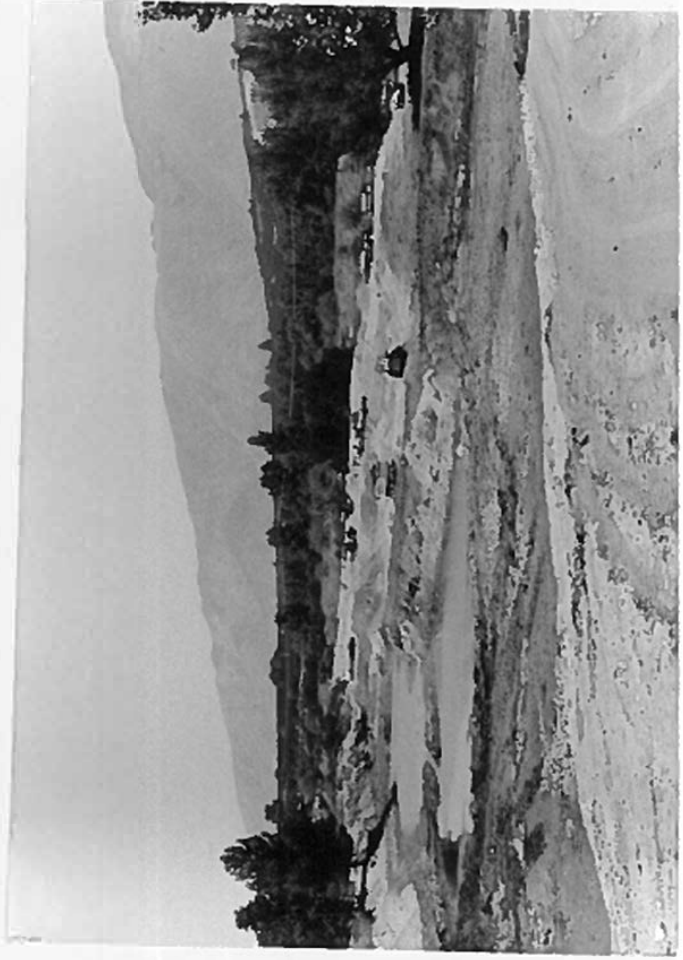
Flood and Erosion Control Project

USLRRCD and NRCS built culvert out of rocks and wire to divert excess runoff that was causing excess soil erosion, and to mitigate flooding



Design and Construction of Reservoir and Culvert in
and Around Pauma Valley Country Club

Addressing a long standing flooding problem that was depositing debris and eroded sediment onto the golf course, USLRRCD and NRCS designed and constructed a culvert and reservoir project to resolve the problem. Now excess water and sediment during high flows goes into the small reservoir and the sediment is periodically removed. The water conserved is available for reuse.





USLRRCD and NRCS constructed dam and culvert on Rincon
Reservation in order to prevent flooding of Paradise Creek Road

