



San Diego County
Local Agency Formation Commission
 Regional Service Planning | Subdivision of the State of California

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AGENDA REPORT
 Consent | Action

April 5, 2021

TO: Commissioners

FROM: Keene Simonds, Executive Officer
 Priscilla Allen, Analyst I

SUBJECT: Approval of Memorandum of Understanding with Resource Conservation District of Greater San Diego Involving State Planning Grant

SUMMARY

The San Diego County Local Agency Formation Commission (LAFCO) will consider approving a memorandum of understanding with Resource Conservation District of Greater San Diego. The memorandum establishes terms in collaborating on a recently awarded \$250,000 grant to the Commission from the Department of Conservation as part of the Sustainable Agricultural Lands Conservation Program to identify and track local agricultural trends. The agreement designates Greater San Diego as project manager and responsible for performing all related field and analysis work in consultation with the Commission. The Commission will retain fiduciary responsibilities as grant receipt to review and approve all invoices as well as quarterly and final reports to the State. The memorandum has been reviewed by Commission Counsel and presented to the Commission for approval.

BACKGROUND

Sustainable Agricultural Lands Conservation Program

The Sustainable Agricultural Lands Conservation Program (SALC) was created in 2014 as a component of the California Strategic Growth Council and administered by the Department of Conservation. The SALC program is primarily funded through the California Climate Investments, a statewide program that provides cap-and-trade funds through agricultural

<p>Administration Keene Simonds, Executive Officer County Operations Center 9335 Hazard Way, Suite 200 San Diego, California 92123 T 858.614.7755 F 858.614.7766 www.sdlafco.org</p>	<p>Vice Chair Jim Desmond County of San Diego</p> <p>Nora Vargas County of San Diego</p> <p>Joel Anderson, Alt. County of San Diego</p>	<p>Mary Casillas Salas City of Chula Vista</p> <p>Bill Wells City of El Cajon</p> <p>Paul McNamara, Alt. City of Escondido</p>	<p>Chris Cate City of San Diego</p> <p>Marni von Wilpert, Alt. City of San Diego</p>	<p>Jo MacKenzie Vista Irrigation</p> <p>Barry Willis Alpine Fire Protection</p> <p>Vacant, Alt. Special District</p>	<p>Chair Andy Vanderlaan General Public</p> <p>Harry Mathis, Alt. General Public</p>
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conservation acquisition and planning grants for programs intended to reduce greenhouse gas emissions. The principal goals of SALC are stated as:

- Protect at-risk agricultural lands from sprawl development to promote growth within existing jurisdictions, ensure open space remains available, and support a healthy agricultural economy.
- Further the purposes of Assembly Bill 32 by avoiding increases in the greenhouse gas emissions associated with the conversion of agricultural land to more greenhouse gas-intensive nonagricultural uses.

Grant Application and Approval |

San Diego LAFCO and Resource Conservation District of Greater San Diego

In August 2020, San Diego LAFCO and Greater San Diego collaborated in submitting a planning grant application under SALC to identify and track agricultural uses and market trends in San Diego County. The Commission – notably – authorized the grant proposal as lead applicant and directed staff to return with a memorandum of understanding to clarify responsibilities if approved. Notice of the grant approval from the State in the full amount of \$250,000 was received on January 12, 2021 and provided as Attachment One.

DISCUSSION

This item is for San Diego LAFCO to enter into a memorandum of understanding with Greater San Diego to guide the implementation of the recently awarded SALC planning grant. The proposed memorandum has been prepared with the assistance of Commission Counsel with consultation with Greater San Diego. Should the Commission proceed with approval, it is expected Greater San Diego will consider the memorandum at its next regular meeting.

ANALYSIS

Approval of the memorandum of understanding formalizes roles and responsibilities in proceeding with the SALC planning grant award and highlighted by San Diego LAFCO retaining all fiduciary duties as lead applicant to ensure monies are appropriately expended. The memorandum of understanding as proposed commences retroactive to March 15, 2021 and terminates at the end of the grant funding period on March 14, 2023. A summary of key provisions included in the proposed memorandum of understanding follows and further detailed as part of Attachment Two.

Roles and Responsibilities

- LAFCO's primary responsibility is to act as the grant recipient and to review and approve invoices, quarterly reports, and the final report before submission to the Department of Conservation, as well as be an active advisory member on the advisory group.

- The RCD of Greater San Diego’s primary responsibility is to act as the program manager of the grant performing actions and responsibilities on behalf of and in close consultation with the Parties and includes, but is not limited to:
 - Organizing, collecting, analyzing, and presenting findings to the advisory group.
 - Assuming all matching contributions required as part of the grant.
 - Drafting invoices and quarterly reports for submission to the Department of Conservation subject to Commission approval.
 - Maintaining an accounting system that accurately reflects all fiscal transactions, accounting information, and retains all records and required documents.

RECOMMENDATION

It is recommended San Diego LAFCO approve the proposed memorandum of understanding as presented with any desired changes. This recommendation is consistent with Alternative One outlined in the proceeding section.

ALTERNATIVES FOR ACTION

The following alternatives are available to San Diego LAFCO through a single motion:

Alternative One (recommended):

Approve the proposed memorandum of understanding provided as Attachment Two with RCD of Greater San Diego County with any specified changes.

Alternative Two:

Continue consideration to a future meeting and provide direction as needed.


Alternative Three:

Take no action.

PROCEDURES

This item has been placed on San Diego LAFCO’s agenda as part of the consent calendar. A successful motion to approve the consent calendar will include taking affirmative action on the staff recommendation unless otherwise specified by the Commission.

On behalf of the Executive Officer,



Priscilla Allen
Analyst I

Attachments:

- 1) Notice of SALC Grant Award
- 2) Proposed Memorandum of Understanding

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Date January 12, 2021

Keene Simonds
San Diego LAFCO
Via Email to: Keene.simonds@sdcountry.ca.gov

Re: Planning Grant Application for Sustainable Agricultural Lands Conservation Program Funding

Dear Mr. Simonds:

Thank you for your planning grant application to the Sustainable Agricultural Lands Program solicitation. The Department of Conservation received over \$2.4 million in planning grant applications. We are pleased to have received so many quality proposals demonstrating a strong commitment to local and regional planning efforts that protect and restore agricultural lands at risk of conversion to other uses.

It is my pleasure to inform you that your proposal has been awarded \$250,000 in project funding. The Project will need to ensure that the resulting plan supports the infill development goals of the program.

Department of Conservation staff will work with you to complete the draft grant agreement. Staff will also work with you to update the budget, work plan, or other elements of your grant proposal as appropriate. The grant agreement must be fully executed before expenses can be incurred.

We look forward to working with you and wish you success in implementing your work plan. Should you have any questions, please contact David Dodds, grant manager, via email at david.dodds@conservation.ca.gov.

Thank you for your interest in our program!

Sincerely,

A handwritten signature in black ink, appearing to read "Keali'i Bright".

Keali'i Bright
Director, Division of Land Resource Protection

cc: Ms. Sheryl Landrum Sheryl.landrum@rcdsandiego.org

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MEMORANDUM OF UNDERSTANDING

Administration of the State Department of Conservation's Sustainable Agricultural Lands Conservation Program Grant

This Memorandum of Understanding (MOU) is for the purpose of administration of the State Department of Conservation's Sustainable Agricultural Lands Conservation Program (SALC) Grant and is entered into and effective March 15, 2021 between the San Diego County Local Agency Formation Commission ("LAFCO") and the Resource Conservation District of Greater San Diego County ("RCDGSDC"). The LAFCO and RCDGSDC are each referred to herein as a "Party" and are collectively referred to herein as the "Parties".

RECITALS

WHEREAS, the Sustainable Agricultural Lands Conservation (SALC) program was created in 2014 as a component of the California Strategic Growth Council and administered by the Department of Conservation; and

WHEREAS, the SALC program is primarily funded through the California Climate Investments, a statewide program that provides cap-and-trade funds through agricultural conservation acquisition and planning grants for programs intended to reduce greenhouse gas emissions; and

WHEREAS, SALC seeks to protect at-risk agricultural lands from sprawl development to promote growth within existing jurisdictions, ensure open space remains available, and support a healthy agricultural economy; and

WHEREAS, SALC furthers the purposes of Assembly Bill 32 by avoiding increases in the greenhouse gas emissions associated with the conversion of agricultural land to more greenhouse gas-intensive nonagricultural uses; and

WHEREAS, LAFCO and RCDGSDC collaborated on submitting a joint-grant proposal under the SALC program with LAFCO serving as the lead applicant to identify and track agricultural trends in San Diego County; and

WHEREAS, on January 21, 2021, the Department of Conservation formally awarded LAFCO as lead applicant \$250,000.00 to proceed with its proposal; and

WHEREAS, LAFCO and RCDGSDC entered into a Grant Agreement with the Department of Conservation to administer the \$250,000 award ("Grant Agreement"), attached hereto as Attachment A and incorporated herein by reference; and

WHEREAS, the Parties wish to memorialize their respective roles, duties, and related expectations in implementing the grant award;

NOW, THEREFORE, in consideration of the promises, terms, conditions, and covenants contained herein, the LAFCO and RCDGSDC hereby agree as follows:

I. Purpose

This MOU is entered into by the Parties for the purpose of partnering to identify, monitor and assess the ownership of active agricultural lands within the San Diego region, identify the local causes of agricultural land conversion, and determine effective methods to preserve farmland, promote

agriculture, and enhance agricultural production, as provided for in Exhibit A to the Grant Agreement. All funding and related resources are based on the award of a \$250,000 grant from the State Department of Conservation's SALC program.

II. Agreement

The Parties to this MOU agree that:

The Parties will work in good faith and coordinate all activities, both as individual and independent agencies and as Parties under this MOU, to meet the objectives of this MOU. The Parties shall cooperate with one another and work as efficiently as possible in the pursuit of all activities and decisions described in this MOU.

The RCDGSDC shall act as the program manager under this MOU, performing actions and responsibilities on behalf of and in close consultation with LAFCO, the San Diego County Farm Bureau, the San Diego Association of Governments, and the County of San Diego ("Advisory Group").

III. Roles and Responsibilities

1. LAFCO: LAFCO's primary responsibility is to act as the grant recipient on behalf of the Parties and to review and approve the following documents before submission to the Department of Conservation:
 - a. Invoices;
 - b. Quarterly reports; and
 - c. The final report.
2. RCDGSDC: The RCDGSDC's primary responsibility is to act as the program manager of the grant on behalf of the Parties for the purposes of:
 - a. Organizing, collecting, analyzing, and presenting findings to the Advisory Group and soliciting input therefrom;
 - b. Assume all matching contributions required as part of the SALC grant;
 - c. Drafting invoices in the form provided in Attachment 5 to the Grant Agreement and submitting them to the Department of Conservation;
 - d. Drafting quarterly reports and the final report in the form provided in Attachment 3 to the Grant Agreement and submitting them to the Department of Conservation;
 - e. Using grant funds only for the purposes provided in the Grant Agreement;
 - f. Completing work on time, as provided in Attachment 2 of the Grant Agreement, and within budget, as provided in Attachment 4 of the Grant Agreement;
 - g. Complying with all terms and conditions of the Grant Agreement, including the General Terms and Conditions provided in Exhibit C and the Special Terms and Conditions provided in Exhibit D;

- h. Complying with all local, state, and federal law; and
- i. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in Exhibit C of the Grant Agreement.

IV. Term

1. This MOU will commence on March 15, 2021 and will terminate at the end of the grant funding period on March 14, 2023.
2. LAFCO and RCDGSDC may terminate this MOU for any reason on thirty calendar days' written notice to the other party. The parties are required to meet and confer during the thirty-day period before the effective date of the termination.

V. Indemnification

To the fullest extent permitted by law, RCDGSDC shall indemnify, hold harmless, and when LAFCO requests with respect to a claim, provide a deposit for the defense of, and defend LAFCO, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any (1) damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, (2) injury to any property, or (3) claim alleging mismanagement of funds arising out of or in connection with RCDGSDC's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of RCDGSDC or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either RCDGSDC or its subcontractors, in the performance of this MOU or Grant or its failure to comply with any of its obligations contained in this MOU or Grant, except such loss or damage which is caused by the sole active negligence or willful misconduct of the LAFCO. Such costs and expenses shall include reasonable attorneys' fees due to counsel of LAFCO's choice, expert fees and all other expenses of litigation. RCDGSDC shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have not been negligent.

VI. Insurance

1. During the term of this MOU, RCDGSDC shall carry, maintain, and keep in full force and effect (1) Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable and (2) Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
2. Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to LAFCO as an Additional Insured as provided below. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this MOU, or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured.
3. At all times during the term of this MOU, RCDGSDC shall maintain on file with LAFCO's

Risk Manager a certificate or certificates of insurance showing that the required coverages are in effect and naming LAFCO and its officers, employees, agents and volunteers as Additional Insureds. Prior to commencement of work under this MOU, RCDGSDC shall file with LAFCO's Risk Manager such certificate(s) and Forms CG 20 10 07 04 and CG 20 37 07 04 or the substantial equivalent showing LAFCO as an Additional Insured.

4. RCDGSDC shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this MOU provided however, that LAFCO may waive the provision of Errors and Omissions Insurance by subconsultants in its sole discretion.
5. The general liability insurance required by this MOU shall contain an endorsement naming LAFCO and its officers, employees, agents and volunteers as Additional Insureds. All of the policies required under this MOU shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to LAFCO. RCDGSDC agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

VII. Books and Records

Each Party shall have access to and the right to examine any of the other Parties' pertinent books, documents, papers, or other records (including, without limitation, records contained on electronic media) relating to the performance of that Party's obligations pursuant to this MOU, providing that nothing in this paragraph shall be construed to operate as a waiver of any applicable privilege. Each Party shall keep this information confidential to the extent allowed by law.

VIII. Notice

All notices required by this MOU will be deemed to have been given when made in writing and electronically or physically mailed to the respective representatives of the Parties at their respective addresses as follows:

Resource Conservation District of Greater San Diego County
Sheryl Landrum
11769 Waterhill Rd
Lakeside, CA 92040
Sheryl.Landrum@rcdsandiego.org

San Diego Local Agency Formation Commission
Keene Simonds
9335 Hazard Way, Suite 200
San Diego, CA 92123
Keene.Simonds@sdcounty.ca.gov

Any Party may change the address or facsimile number to which such communications are to be given by providing the other Parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

All notices will be effective upon receipt and will be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

IX. General Provisions

1. Severability. If any term or provision of this MOU or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this MOU, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this MOU shall be valid and be enforced to the fullest extent permitted by law.
2. Non-delegable. RCDGSDC shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without LAFCO’s prior written consent, and any attempt to do so shall be void and of no effect. LAFCO shall not be obligated or liable under this MOU to any party other than RCDGSDC.
3. Waiver. The waiver by LAFCO or RCDGSDC of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this MOU shall be deemed to have been waived by LAFCO or RCDGSDC unless in writing signed by one authorized to bind the party to be charged with the waiver.
4. Entire Agreement. This MOU is the complete agreement between LAFCO and RCDGSDC and may be amended only by written agreement signed by each of the parties involved.
5. Recitals. The recitals stated at the beginning of this MOU shall be conclusive proof of the truthfulness thereof and the terms and conditions of the recitals shall be deemed binding terms and conditions of this MOU.

IN WITNESS THEREOF, the Parties hereto have executed this MOU regarding the implementation of the SALC grant on date first above written.

“LAFCO”

“RCDGSDC”

By _____
Keene Simonds
Executive Officer

By: _____
Sheryl Landrum
Executive Director

Date: _____

Date: _____

Approved as to form:

By _____
Holly O. Whatley