



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

SPECIAL MEETING AGENDA

AD HOC ADVISORY COMMITTEE
-RESOURCE CONSERVATION DISTRICTS-

THURSDAY, APRIL 6, 2023 at 1:00 P.M.

San Diego Farm Bureau
420 S. Broadway
Escondido, California 92025

Moderator Adam Wilson
San Diego LAFCO Consultant

Zoom Meeting Link

<https://us02web.zoom.us/j/84123217120?pwd=ZEtCSnVQZ05pb3p2WjJmKoxnYUZTU09>

Live Public Viewing Available on San Diego LAFCO's YouTube Channel

San Diego LAFCO will hold the April 6, 2023 meeting in person at the San Diego Farm Bureau. In person attendance by the public is welcomed. The public may also watch, listen, and otherwise participate in the meeting remotely by any of the following options.

The public may submit comments remotely and/or register to speak by:

1. Submitting an eComment at www.sdlafco.org prior to 4:00 P.M. on April 5, 2022
 - These comments will be distributed and posted online ahead of the meeting
 - This includes the option to request a call-in to directly comment during the meeting
2. Emailing Erica.sellen@sdcounty.ca.gov during the meeting on Thursday, April 6, 2023
 - These comments will be read by staff into the record and subject to a three-minute limit

1. CALL TO ORDER BY MODERATOR

2. ROLL CALL BY COMMISSION CLERK

3. AGENDA REVIEW BY MODERATOR

4. PUBLIC COMMENT

This is an opportunity for any member of the public to provide comments on a non-agenda topic germane to the Ad Hoc Advisory Committee. Comments will be limited to three minutes.

5. BUSINESS ITEMS

a) **Overview of Water Audit Programs**

The Advisory Committee will review material provided by Mission RCD that illuminates a clear description of both the San Diego County Water Authority Agriculture Water Management Program (including the Ag Irrigation Efficiency Program - AIEP) and the NRCS Regional Conservation Partnership Program (RCPP). Identifying the specifics of each program will assist the Committee in developing a MOU.

b) **Review Draft MOU**

The Advisory Committee will review the Draft MOU authored by Greater RCD and provide feedback on the Draft MOU for the Committee to consider. This will provide the additional information needed for each RCD to take the Draft MOU to their respective Boards for approval or other direction.

c) **Future Meeting Locations, Dates and Times**

Moderator Adam Wilson will provide the committee an opportunity to weigh-in on future meeting locations since Committee members are now required to meet in-person. Meeting location, dates and times are open for discussion and suggestions to accommodate all members.

d) **Requests or Comments by Committee Members**

This is an opportunity for any of the Committee members to request action or report out on any matter not on today's agenda.

6. ADJOURNMENT

Attest to Posting:

Tamaron Luckett
Commission Clerk

Any person with a disability under the Americans with Disabilities Act (ADA) may receive a copy of the agenda or a copy of all the documents constituting the agenda packet for a meeting upon request. Any person with a disability covered under the ADA may also request a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in a public meeting. Please contact the LAFCO office at least 24 hours prior to the meeting at 619-321-3380 or lafco@sdcounty.ca.gov for any requested accommodations.

SDCWA Agriculture Water Management Program (AWMP)

The current SDCWA Agriculture Water Management program consists of

- Irrigation System Evaluations
Free evaluation and report with findings and recommendations
- Agriculture Irrigation Efficiency Program (AIEP)
Rebates up to \$550 per acre or \$5,000 per property for irrigation upgrades
- Soil Moisture Sensor System Cost-Share
Rebates up to \$5,000 per property for soil moisture sensor systems

The Agriculture Irrigation Efficiency Program (AIEP) provides technical assistance to assist growers with irrigating crops as efficiently as possible to obtain the maximum economic benefit from limited water resources. The San Diego County Water Authority in cooperation with MRCD developed the AIEP for agricultural customers in the SDCWA service area, providing eligible growers with technical assistance and cost-sharing as reimbursement for recommended irrigation system equipment retrofits that improve distribution uniformity and efficiency. Growers must have one or more acres of planted, irrigated agricultural trees or crops.

Contract Period of Performance ends June 30, 2023

NRCS Regional Conservation Partnership Program (RCPP)

A cooperative agreement with NRCS, where MRCD staff provide technical and financial assistance with on-farm evaluations of irrigation systems to promote NRCS conservation practices. Resiliency strategies that will be utilized by this project include irrigation system improvements for greater efficiency, advanced irrigation management and implementation of soil health practices. RCPP is a voluntary conservation program and assistance to eligible growers is provided through the following NRCS programs:

- Environmental Quality Incentives Program (EQIP)
- Conservation Stewardship Program (CSP)
- Agricultural Conservation Easement program (ACEP)

The irrigation evaluations are supported by SDCWA and the 6 participating member agencies with in-kind contributions:

- SDCWA covers the irrigation evaluations under its AIEP program
- Participating agencies provide customer water use data and marketing / outreach

MRCD support for NRCS consists of:

- The initial site evaluation to determine eligibility for NRCS conservation practices
- If customer is eligible, and if selected for an award, MRCD will further collaborate with NRCS to successfully complete the conservation project.
 - Step 1 - landowner interview
 - Step 2 - initial site visit and assessment
 - Step 3 - additional site visits
 - Step 4 - documenting resource concerns
 - Step 8 - checkout of installed/completed practices

Period of Performance ends December 30, 2026

**MEMORANDUM OF UNDERSTANDING BETWEEN THE RESOURCE
CONSERVATION DISTRICT OF GREATER SAN DIEGO COUNTY,
MISSION RESOURCE CONSERVATION DISTRICT AND UPPER SAN
LUIS REY RESOURCE CONSERVATION DISTRICT PURSUANT TO
CALIFORNIA GOVERNMENT CODE SECTION 56133**

This memorandum of understanding (“MOU”) is entered into by and between the Resource Conservation District of Greater San Diego County, with its principal place of business located at 11769 Waterhill Road, Lakeside, CA 92040 (hereinafter referred to as “RCDGSDC”), the Mission Resource Conservation District, with its principal place of business located at 130 East Alvarado Street, Fallbrook CA 92028 (hereinafter referred to as “Mission RCD”) and the Upper San Luis Rey Resource Conservation District, with its principal place of business located at 34928 Valley Center Road, Valley Center CA 92092 (hereinafter referred to as "San Luis Rey RCD") (collectively the “Districts”).

RECITALS

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 other Resource Conservation Districts to accomplish the purpose of said Districts, which is to conserve natural resources and to provide conservation services; and,

WHEREAS, the RCDGSDC, Mission RCD and San Luis Rey RCD would like to provide outreach and technical assistance and would like to meet the need for that service with their jurisdictional boundaries as more fully described in Exhibit A hereto; and

WHEREAS, one or more of the Districts has been awarded a grant or contract, which is attached hereto as Exhibit B.

NOW THEREFORE, the Districts mutually agree, effective on the date of the last signature, and within the limitations of authorities, resources, and established policies of the Districts, including, but not limited to, compliance with California Government Code, section 56133 and written consent of the San Diego Local Agency Formation (“LAFCO”), as follows:

ARTICLE I. SCOPE OF WORK; STATUS OF PARTIES; COOPERATION.

- a. Pursuant to the grant or contract attached hereto as Exhibit B, the Districts will provide the services set forth in Exhibit C hereto within their boundary. The Districts will also provide the services set forth in Exhibit D hereto within the boundaries of the other Districts. The Districts further agree to comply with all applicable requirements of any applicable subgrant or subcontract, which is attached hereto as Exhibit E and incorporated by reference.

The Districts agree to undertake, carry out and complete, in a satisfactory and competent manner, all of the work and services set forth in the Scope of Work

attached hereto as Exhibits C and D and comply with the requirements set forth in the grants or contracts attached hereto and Exhibit B and E.

In addition to the specific services and formal reports required hereunder, the Districts agree that each District will at all times during the performance of this MOU maintain close liaison with the director of the other Districts in order to assure well-integrated and coordinated efforts.

- b. The Districts shall perform all work under this MOU in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Each District represents and warrants that it is skilled in the professional calling necessary to perform the services. Each District represents and warrants that all of their employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. Each District further represents and warrants that it, its employees and subcontractors or subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services, and that such licenses and approvals shall be maintained throughout the term of this MOU. Each District shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the work and shall give all notices required by law.

ARTICLE II. KEY PERSONNEL.

Key personnel for purposes of performance of duties and responsibilities under this MOU shall include:

Ann Baldridge, serving as RCDGSDC's contact person.

Name, serving as Mission RCD's contact person.

Name, serving as San Luis Rey RCD's contact person.

The Districts shall not replace or substitute another individual as its contact person without the written prior approval of the other Districts, which will not be unreasonably withheld.

ARTICLE III. PERIOD OF PERFORMANCE.

The period of performance of this MOU shall be for a period of one (1) year from execution of the MOU or as agreed in writing by the Districts.

ARTICLE IV. COMPENSATION AND MAXIMUM COST.

In full and complete consideration of the Districts' performance under this MOU, each District shall be reimbursed for allowable costs incurred in providing the work required pursuant to this MOU and specifically as set forth in Exhibit F hereto, which is incorporated by reference.

MOU expenditures shall be in accordance with Exhibit F. Minor variances of less than 10% are allowable if approved in writing prior to the work being performed.

ARTICLE V. PAYMENT.

Payment to the Districts shall be made within thirty (30) days upon receipt and approval by the contact persons identified in Article II above provided an approved invoice is presented for payment showing approved payment categories, expenditures for the period covered by the invoice, and remaining balance.

All invoices must be submitted timely and contain the following certification statement: "I certify that all expenditures reported (or payment requested) are for appropriate purposes and in accordance with the provisions of the MOU and applicable grant or contract." All invoices must be signed by the designated contact person or his or her designee on behalf of District seeking reimbursement or payment.

All invoices shall be received prior to expiration of the MOU.

ARTICLE VI. REPORTING

Each District will submit quarterly progress reports, whether or not required by a grant or contract that include work for which a Districts seeks reimbursement. The quarterly progress reports shall be submitted to the other Districts and as required by the grant or contract. Quarterly progress reports may be submitted by email, unless otherwise requested by another District.

If requested, a District shall promptly, within seven (7) days, provide additional information deemed necessary by another District for quarterly progress report purposes.

In addition, and if applicable, each District shall prepare, submit, and implement a specific plan for the activities funded by the grant or contract attached hereto as Exhibit B. This specific plan shall be submitted to the other Districts with the first invoice and be referenced in quarterly progress reports.

ARTICLE VII. OWNERSHIP OF PROPERTY AND WORK PRODUCT.

Upon execution of the MOU, the Districts shall determine which District shall own and be entitled to any physical or intellectual property furnished pursuant to this MOU. All documents, records, apparatus, equipment and other physical or intellectual property furnished by the respective Districts or produced by a District or others at said District's direction in connection with the attached grant or contract, will be and remain the sole property of the designated District.

ARTICLE VIII. CONFIDENTIALITY.

The Districts acknowledge that during the performance of this MOU, each District (and its employees and agents) may have access to and become acquainted with various confidential matters, proprietary information, innovations, processes, information records and specifications owned by and/or used by the other Districts in connection with the operation of its business including, without limitation, business processes, as well as strategic planning, marketing and financial operations and methods, trade secrets, customer, lists, accounts and procedures. The Districts and their employees and agents will not disclose any confidential information, directly or indirectly, or use any of the confidential information in any manner, either during the term of this MOU or at any time thereafter, except as required in the course of carrying out this MOU. The provisions of this paragraph shall survive the termination of the MOU and the obligation of confidentiality shall remain in force for three (3) years from the date of termination of this MOU.

ARTICLE IX. FINANCIAL MANAGEMENT SYSTEMS.

The Districts shall maintain acceptable financial management systems during the term of the MOU. Such systems shall provide:

- accurate, current and complete disclosure of the financial activity under this MOU;
- records that identify the source and application of the particular District's funds;
- effective control over and accountability for all funds, property and other assets;
- comparison of actual outlays with budgeted MOU amounts;
- consistency with the applicable regulatory cost principles; and
- accounting records supported by source documentation.

ARTICLE X. RECORDS RETENTION AND AUDIT.

Each District shall have access to and the right to examine and audit directly, during normal business hours, only the pertinent books, documents, papers and records of the other Districts up to a period of ten (10) years beyond the termination of the MOU.

ARTICLE XI. HOLD HARMLESS.

To the fullest extent under the law, each District shall defend, indemnify and hold harmless the other Districts, their officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of a specific District's performance under this MOU but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents or employees.

ARTICLE XII. INSURANCE.

Each District shall, at its sole cost and expense, procure and maintain throughout the term of this MOU, the following insurance coverage:

- A. Comprehensive General Liability insurance providing coverage against claims for Bodily Injury or Death, and Property Damage. Such insurance shall provide protection to the limit of not less than \$2,000,000 per occurrence and \$2,000,000 combined single limit for Bodily Injury and Property Damage.
- B. Workers' Compensation insurance statutory coverage including Employers Liability with limits of not less than \$1,000,000.
- C. Comprehensive Automobile Liability with limits not less than \$1,000,000 each occurrence, combined single limit for Bodily Injury and Property Damage, including coverage for owned, non-owned and hired vehicles.

This insurance coverage shall name the other Districts and each of their directors, officers, agents and employees as additionally insured and shall be sufficient to meet the requirements set forth in the grant or contract attached hereto as Exhibit E.

ARTICLE XIII. WORKERS' COMPENSATION.

Each District affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self- insurance in accordance with the provisions of that code, and each District affirms that it will comply with such provisions before commencing the performance of the work under this MOU.

ARTICLE XIV. DRUG-FREE WORKPLACE CERTIFICATION.

Certification of Compliance: By signing this Agreement, the Districts, their contractors, or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a)(1).
- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:

- a. The danger of drug abuse in the workplace.
 - b. Districts' policy of maintaining a drug-free workplace.
 - c. Any available counseling, rehabilitation, and employee assistance programs, and
 - d. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide, as required by Government Code Sections 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this MOU:
- a. Will receive a copy of the Districts' drug-free policy statement.
 - b. Will agree to abide by terms of Districts' condition of employment, contract or subcontract.

ARTICLE XV. TERMINATION.

Each District shall use its best efforts to provide the services required herein at the time and in the manner herein provided. This MOU may be terminated by one or more of the Districts at any time, with or without cause, upon the giving of thirty (30) days prior written notice to the other Districts. Said notice shall be given to the person executing this MOU. In the event of termination without cause, each District shall be entitled to payment for acceptable, allowable and completed work performed under this MOU, and for all non-cancellable obligations made in connection with such work, through the date of termination. Any prepaid, but unearned funds shall be promptly returned to, the appropriate District.

ARTICLE XVI. SEVERABILITY.

In the event that any of the provisions of this MOU are found invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of the MOU.

ARTICLE XVII. WAIVER.

The waiver by either District of a breach, default, delay, or omission of any other provisions of this MOU by the other District will not be construed as a waiver of any subsequent breach of same or other provisions.

ARTICLE XVIII. GOOD FAITH MEDIATION.

In the event a dispute arises out of this MOU, the Districts will attempt to resolve said dispute informally in good faith.

This MOU shall be governed by and construed in accordance with Federal law and the laws of the State of California, including, but not limited to, California Labor Code prevailing wage requirements as applicable.

(a) California Labor Code Requirements.

(i) The Districts are aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, each District agrees to fully comply with such Prevailing Wage Laws. Each District shall defend, indemnify, and hold the other Districts, and their officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Districts and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(ii) If any portion of the work is being performed as part of an applicable "public works" or "maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Districts and all subcontractors performing such services must be registered with the Department of Industrial Relations. The Districts shall maintain registration for the duration of the work performed pursuant to the MOU and require the same of any subcontractors, as applicable. The work under this MOU may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be each Districts sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the Districts registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

ARTICLE XIX. NOTICES.

All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served, if sent by registered mail or email addressed the parties at their addresses indicated below.

Prime Recipient Contacts	Subrecipient Contacts
Resource Conservation District of Greater San Diego County Name: Ann Baldrige, Executive Director Address: 11769 Waterhill Road Lakeside, CA 92040 Telephone: (619) 562-0096 Email: ann.baldrige@rcdsandiego.org	Name: Address: Telephone:
Mission Resource Conservation District Name: Address: 130 East Alvarado Street Fallbrook CA 92028 Telephone: Email:	Name: Address: Telephone:
Upper San Luis Rey Resource Conservation District Name: Address: 34928 Valley Center Road Valley Center CA 92092 Telephone: Email:	Name: Address: Telephone:

IN WITNESS WHEREOF, the parties have executed this MOU as of the date hereof.

Resource Conservation District

By: _____
Name: Ann Baldrige
Executive Director

Mission Resource Conservation District

By: _____
Name:
Title:

Upper San Luis Rey Resource Conservation District

By: _____
Name:
Title:

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Exhibit E

Exhibit F