



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, MAY 11, 2023 at 2:00 PM

San Diego Farm Bureau
420 South Broadway
Escondido, California 92025

Moderator Adam Wilson
San Diego LAFCO Consultant

Zoom Meeting Link

<https://us02web.zoom.us/j/84123217120?pwd=ZEtCSnVQZ05pb3p2WjJmKoxnYUZTUTog>

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

San Diego LAFCO will hold the May 11, 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 May 10, 2023
 - 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, May 11, 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) Approval of Action Minutes for March 22nd and April 6th, 2023 meetings (action)

The Advisory Committee review and approval of draft minutes from March 22, 2023 and April 6, 2023. The draft minutes are in action format and are recommended for approval.

b) Final Draft MOU (action)

The Advisory Committee will review the Final Draft MOU which has been tentatively approved by all three RCD boards and provide additional feedback if necessary. The Final Draft MOU is also in final action format should the Committee recommend support/approval.

c) County Water Authority Agricultural Audit Program and Large Landscape Assistance Program (action)

The Advisory Committee will review and discuss two local programs that appear to be close to RFP issuance and/or implementation. The two programs are likely the first opportunities for the three RCDs to work within the parameters of the newly approved (presumed) MOU and to deliver the regional services and programs under a united front.

d) Workplan Review (action)

The Advisory Committee will review the original workplan that was composed during the Committee's first working meeting and shall ensure all items have been satisfactorily completed to conclude the spirit, intent, and goals to this overall process.

e) Ad Hoc Committee Conclusion (action)

Moderator Adam Wilson will discuss the consideration of motion to recommend dissolution of Resource Conservation District Ad Hoc Advisory Committee.

f) 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 Lockett
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.

**MASTER 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 Master 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 establish a framework for the Districts to provide outreach and technical assistance and to meet the need for that service with their collective jurisdictional boundaries as more fully described in Exhibit A hereto; and

WHEREAS, one or more of the Districts may be awarded grants or contracts on an ongoing basis requiring the need for technical assistance and outreach in the jurisdictional boundaries of one or more of the other Districts.,

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 , if required by law, 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 and incorporated by reference, each District will provide the scope of services within its own boundary and within the jurisdictional boundaries of the other Districts as set forth in Exhibits C and D, respectively (“Scope of Work”). . The Districts further agree to comply with all 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 subgrants or contracts or subcontracts attached hereto and Exhibit B and E, respectively.

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. ADMINISTRATION OF AGREEMENT.

Performance of duties and responsibilities under this MOU shall be the responsibility of the Executive Director (or his/her designee) of each District as identified below:

Ann Baldrige, serving as RCDGSDC's contact person.
Name, serving as Mission RCD's contact person.
Name, serving as San Luis Rey RCD's contact person.

Each District shall promptly notify the other Districts, of any change of such personnel or designee.

ARTICLE III. PERIOD OF PERFORMANCE.

The period of performance of this MOU shall be for the term set forth in the grant or contract attached hereto as Exhibit B.

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 authorized by the applicable grant or contract and approved in writing prior to the work being performed.

ARTICLE V. PAYMENT.

The District awarded the grant or contract shall be responsible for making payments pursuant thereto. 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 to the Executive Director of the District awarded the applicable grant or contract 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, including a final invoice, shall be received prior to expiration of the MOU.

ARTICLE VI. REPORTING

Each District will submit quarterly progress reports to the Executive Director of the District awarded the applicable grant or contract, 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 in writing, 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.

The Districts agree that the District awarded the grant or contract 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 or as required by law. 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 financial management systems during the term of the MOU capable of providing the following associated with any grant, contract or subcontract that is subject to this MOU:

- 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 associated with any grant, contract, or subcontract that is subject to this MOU 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 {Client Files/01147/2/K/S0723508.DOCX}

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 Exhibits B and 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:
 - 1. The danger of drug abuse in the workplace.
 - 2. Districts' policy of maintaining a drug-free workplace.
 - 3. Any available counseling, rehabilitation, and employee assistance programs, and
 - 4. 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:
 - 1. Will receive a copy of the Districts' drug-free policy statement.
 - 2. 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 cause, upon the giving of thirty (30) days prior written notice to the other Districts. Said notice shall be given as provided in Article XX. In the event of termination, no new contract, grant, or subcontract shall be entered that would be subject to this MOU. 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.

Notwithstanding any termination pursuant to this Article XV or any expiration of the period of performance pursuant to Article III, this MOU shall survive, and the Districts shall continue to perform any contract, grant, or subcontract entered pursuant to this MOU until such time that the contract, grant or subcontract may be validly terminated without causing a breach or undue cost to any 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 failure by any District to enforce a breach, default, delay, or omission of any other provisions of this MOU by another District will not be construed as a waiver of any subsequent breach of same or other provisions, nor as a waiver by any other District of the current or future breach, default, delay or omission of any other provisions of this

MOU by that District.

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 by way of non-binding mediation. A mediator shall be mutually agreed upon by the Districts. The cost of mediation shall be paid on a prorated basis.

ARTICLE XIX. GOVERNING LAW; LABOR CODE.

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, the following California Labor Code prevailing wage requirements as applicable.

- A. 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.

- B. 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 XX. 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 of Greater San Diego
 By: _____
 Name: Ann Baldrige
 Executive Director

Name:
 Title:

Upper San Luis Rey Resource Conservation District
 By: _____
 {Client Files/01147/2/K/S0723508.DOCX}

Title:

Mission Resource Conservation District

By: _____

Name:

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Exhibit E

Exhibit F

**DRAFT ACTION MINUTES
SAN DIEGO COUNTY LOCAL AGENCY FORMATION COMMISSION
AD HOC ADVISORY COMMITTEE
-Resource Conservation District-
March 22, 2023 SPECIAL MEETING**

1. CALL TO ORDER BY MODERATOR

The special meeting was called to order at 2:35 p.m. by Moderator Adam Wilson via a virtual/hybrid format. In person attendance was held in the San Diego Farm Bureau, 420 S. Broadway, Escondido.

2. ROLL CALL BY COMMISSION CLERK

The Commission Clerk performed the roll call with the following attendance recorded.

Committee Members Present

Ann Baldrige (Resource Conservation District of Greater San Diego County)

Donald Butz (Resource Conservation District of Greater San Diego County)

Darcy Cook (Mission Resource Conservation District)

Frank Hilliker (Lakeside Water District)

Andy Lyall (Upper San Luis Rey Resource Conservation District)

Mary Matava (Otay Mesa Facilities)

Amy Reeh (Upper San Luis Rey Resource Conservation District)

Committee Members Absent

Julia Escamilla (Resource Conservation District of Greater San Diego County)

Dave Nissen (San Diego County Fire Protection District)

The Commission Clerk confirmed a quorum with six members in attendance. Also present were LAFCO Consultant and Moderator Adam Wilson, Special Commission Counsel Aleks Giragosian, Executive Assistant Erica Sellen and Commission Clerk Tamaron Lockett.

Legal Counsel Christina Cameron with Mission Resource Conservation District was also present.

3. AGENDA REVIEW BY MODERATOR

Moderator Adam Wilson noted there were no changes to the agenda. Mr. Wilson noted Heather Conklin with Mission Resource Conservation District was replaced with Julia Escamilla of Mission RCD.

4. PUBLIC COMMENTS

Moderator Adam Wilson asked if any member of the public would like to provide comments on a non-agenda topic germane to the Advisory Committee. The Commission Clerk confirmed there were no pre-registered speakers received.

The Executive Assistant confirmed there were no live e-mail comments received.

5. BUSINESS ITEMS

a) Approval of Action Minutes for August 11, 2022

Item presented to approve draft action minutes prepared for the Resource Conservation District's August 11, 2022 special meeting.

Hilliker motioned with a second from Reeh to approve the minutes for August 11, 2022.

Roll call requested:

AYES: Baldridge, Butz, Cook, Hilliker, Lyall and Reeh

NOES: None

ABSENT: Escamilla, Matava and Nissen

ABSTAINING: None

The Commission Clerk confirms the motion was approved 6-0.

Matava arrived at 2:49 p.m. and was not present to vote on item 5a.

b) Update on Mission Resource Conservation District and Greater Resource Conservation District Subgroup Meeting

Moderator Adam Wilson summarized and provided key details about the two meetings conducted between Mission RCD and Greater RCD related to resolving an out-of-agency agreement contract dispute and performance of water audits services in the San Diego Region.

Moderator Adam Wilson invited initial Committee comments or questions.

Committee discussion followed.

Moderator Wilson asked if any members of the public requested to provide comments. The Commission Clerk confirmed there were no comments received. The Executive Assistant also confirmed there were no live e-mail comments received.

BUSINESS ITEMS CONTINUED...

c) Short and Long-Term Solutions to Resolve Jurisdictional Disputes

Moderator Adam Wilson summarized and outlined the next steps for short and long-term solutions on how services are provided both independently and collectively amongst the three Resource Conservation Districts.

Moderator Adam Wilson invited initial Committee comments or questions.

Committee discussion followed.

The committee agreed to have a standard MOU contract in place to address the scope of work for the RCD's when applying for services and suggested working on a short-term solution. LAFCO Special Counsel Giragosian noted that only one contract should allow two applicants not in agreement with multiple applicants.

Additional Committee discussion followed.

Don Butz noted RCD of Greater San Diego would request Legal Counsel to draft a MOU and provide it to the committee no later than April 3, 2023.

Aleks Giragosian discussed the enforcement of the MOU mechanism.

- 1) How to determine a violation; and
- 2) Determining what the consequences are as follows:
 - a. Notice of violation
 - b. Penalty provision by LAFCO
 - c. Litigation, Mediation, or Counsel lawsuit

Moderator Wilson requested the committee present an overview of the programs at the next meeting.

Moderator Wilson asked if any members of the public requested to provide comments. The Commission Clerk confirmed there were no comments received. The Executive Assistant also confirmed there were no live e-mail comments received.

d) Future Meeting Locations, Dates and Times

Moderator Adam Wilson noted the next tentative meetings will be held on April 6, 2023, at 1:00 p.m. and April 26, 2023, at 2:00 p.m. at the San Diego Farm Bureau.

e) Requests or Comments by Committee Members

Moderator Adam Wilson invited initial Committee comments or questions. No discussion followed.

6. ADJOURNMENT

With no further business the Moderator adjourned the meeting at 3:50 p.m.

**

I hereby attest the minutes above accurately reflect the deliberations of the Ad Hoc Advisory Committee (Resource Conservation Districts) at its March 22, 2023 virtual/hybrid meeting.

ATTEST,

Tamaron Lockett
Commission Clerk

**DRAFT ACTION MINUTES
SAN DIEGO COUNTY LOCAL AGENCY FORMATION COMMISSION
AD HOC ADVISORY COMMITTEE
-Resource Conservation District-
April 6, 2023 SPECIAL MEETING**

1. CALL TO ORDER BY MODERATOR

The special meeting was called to order at 1:07 p.m. by Moderator Adam Wilson via a virtual/hybrid format. In person attendance was held in the San Diego Farm Bureau, 420 S. Broadway, Escondido.

2. ROLL CALL BY COMMISSION CLERK

The Commission Clerk performed the roll call with the following attendance recorded.

Committee Members Present

Ann Baldrige (Resource Conservation District of Greater San Diego County)

Donald Butz (Resource Conservation District of Greater San Diego County)

Darcy Cook (Mission Resource Conservation District)

Frank Hilliker (Lakeside Water District)

Andy Lyall (Upper San Luis Rey Resource Conservation District)

Mary Matava (Otay Mesa Facilities)

Amy Reeh (Upper San Luis Rey Resource Conservation District)*

Committee Members Absent

Julia Escamilla (Resource Conservation District of Greater San Diego County)

Dave Nissen (San Diego County Fire Protection District)

*Member was present by video.

The Commission Clerk confirmed a quorum with six members in attendance. Also present were LAFCO Consultant and Moderator Adam Wilson, Special Commission Counsel Aleks Giragosian, Executive Assistant Erica Sellen and Commission Clerk Tamaron Lockett.

Legal Counsel Christina Cameron with Mission Resource Conservation District and Legal Counsel Steven Boehmer with Resource Conservation District of Greater San Diego County were also present.

3. AGENDA REVIEW BY MODERATOR

Moderator Adam Wilson noted there were no changes to the agenda.

4. PUBLIC COMMENTS

Moderator Adam Wilson asked if any member of the public would like to provide comments on a non-agenda topic germane to the Advisory Committee. The Commission Clerk confirmed there were no pre-registered speakers received.

The Executive Assistant confirmed there were no live e-mail comments received.

5. BUSINESS ITEMS

a) Overview of Water Audit Programs

Item presented to the Advisory Committee to review materials provided by Mission Resource Conservation that illuminates a 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) and identifying the specifics of each program to assist with developing a MOU.

Darcy Cook summarized and provided key details of the San Diego County Water Authority's programs.

Moderator Adam Wilson invited initial Committee comments or questions.

Committee discussion followed.

Moderator Wilson asked if any members of the public requested to provide comments. The Commission Clerk confirmed there were no comments received. The Executive Assistant also confirmed there were no live e-mail comments received.

b) Review Draft MOU

Item present to the Advisory Committee to review the draft MOU authored by Greater RCD and provide additional feedback and direction.

Committee discussion followed.

Legal Counsel Steven Boehmer summarized and provided key details of the MOU.

Moderator Adam Wilson invited initial Committee comments or questions.

Legal Counsel Giragosian discussed suggestion that should be added to the MOU related to Government Code Section 56133 if there is a violation and it should be determined by the Executive Officer of LAFCO.

(continued)

BUSINESS ITEMS CONTINUED...

Item 5b Continued

Legal Counsel Christina Cameron suggested the committee implement a policy process for completing the application. Mr. Butz noted to also include pre-submittal discussion in the MOU should there the contract be a joint application.

Moderator Wilson asked the committee if there were any additional questions and if the MOU is approved does the committee agree the work has been completed. The committee agreed.

Moderator Wilson asked if any members of the public requested to provide comments. The Commission Clerk confirmed there were no comments received. The Executive Assistant also confirmed there were no live e-mail comments received.

c) Future Meeting Locations, Dates and Times

Moderator Adam Wilson noted the next tentative meeting will be held on April 26, 2023 at 2:00 p.m. at the San Diego Farm Bureau.

d) Requests or Comments by Committee Members

Moderator Adam Wilson invited initial Committee comments or questions. No discussion followed.

6. ADJOURNMENT

With no further business the Moderator adjourned the meeting at 2:34 p.m.

I hereby attest the minutes above accurately reflect the deliberations of the Ad Hoc Advisory Committee (Resource Conservation Districts) at its April 6, 2023 virtual/hybrid meeting.

ATTEST,

Tamaron Lockett
Commission Clerk

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RCD AD HOC COMMITTEE WORKING AGENDA

October 10, 2022

1. Define and detail how RCD's are structured, financed and operated to better understand their purpose and function.
2. All 3 RCD's need to identify any inconsistencies between RCD boundaries and current service activities
 - a) task them to provide LAFCO their known boundary and all the current services they provide / and where.
3. If any RCD wants to continue and/or start services beyond their boundaries they need to resolve via 3 potential solutions:
 - a) LAFCO approval via Government Code 56133 (out of service contract with LAFCO approval to service or exemption)
 - b) expand their boundaries through LAFCO process
 - c) potential MOU's between organizations
4. LAFCO will work with the RCD's and other stakeholders in proposing rewrite to the RCD Principal Act.

(This matter will be tabled but will be kept on our radar since issues that come up during our Ad Hoc efforts may warrant action on this item through other possible avenues).
5. Help define and establish appropriate listing of RCD's existing functions and applicable classes under LAFCO statues (i.e latent powers / process)
6. Explore opportunities for shared service arrangements (i.e. grant writing, financial resources)