



## BOARD ACTION

### BOARD OF DIRECTORS

June 28, 2016

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#### SUBJECT

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DISCUSSION AND POSSIBLE ACTION TO ADOPT RESOLUTION NO. 16-17 ACCEPTING CALIFORNIA DEPARTMENT OF WATER RESOURCES PROPOSITION 50 WATER USE EFFICIENCY GRANT FUNDS AND DESIGNATING A REPRESENTATIVE TO EXECUTE CONTRACTS AND SIGN DISBURSEMENT REQUESTS

#### DESCRIPTION

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As part of the May 2015 Emergency Regulations, the State Water Resources Control Board (SWRCB) mandated that agencies who exempted agricultural uses from the mandatory conservation levels established under the Emergency Regulations were required to complete an Agricultural Water Management Plan (AWMP). Working with 14 other agencies in the region, a cooperative effort was put forth to create a regional AWMP rather than 15 separate plans. This effort saved money as we only needed one consultant to do all the work. RMWD's share of the work was expected to be approximately \$20,000.

Through a non-competitive grant application The California Department of Water Resources (DWR) is providing grants up to \$50,000 for agricultural water suppliers providing water supplies to 10,000 to 25,000 acres of irrigated land. The Agricultural Water Management Plan (AMWP) Grant Application requires recipients to provide DWR with a resolution from their governing board accepting the funds and designating a representative authorized to execute the contract and sign requests for disbursement.

Working in cooperation with Valley Center MWD, RMWD jointly hired Ken Weinberg, the same consultant who produced the AWMP, to obtain the DWR Grants. This process has been successful and we will be receiving grant funds to cover the cost of both the AWMP and the cost to obtain the grant. This Board Action is required to approve the receipt of the grant funds.

#### POLICY

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Government Code section 51201 (b)

**BOARD OPTIONS/FISCAL IMPACTS**

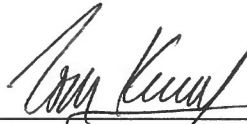
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Approve Resolution No. 16-17 accepting funding and designating a representative authorized to execute the contract and sign requests for disbursement. DWR will provide reimbursement for equipment and 10 percent of administrative costs incurred after April, 2015 for eligible applicants. No cost share is required. All reimbursement is in the arrears.

**STAFF RECOMMENDATION**

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Staff recommends the Board adopt Resolution No. 16-17 accepting funding for Proposition 50 Water Use Efficiency Grant.



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Tom Kennedy, General Manager

06/28/16

**RESOLUTION NO. 16-17**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE RAINBOW MUNICIPAL WATER DISTRICT  
ACCEPTING CALIFORNIA DEPARTMENT OF WATER RESOURCES  
PROPOSITION 50 WATER USE EFFICIENCY GRANT FUNDS**

**WHEREAS**, the Rainbow Municipal Water District has submitted an application to the Department of Water Resources (DWR) for funding for a project entitled "San Diego Regional Agricultural Water Management Plan" to prepare an agricultural water management plan for submission to DWR pursuant to and compliance with Governor Brown's Executive Order B-29-15, signed April 1, 2015.

**WHEREAS**, the Rainbow Municipal Water District has been notified that its application for a grant under the State of California Proposition 50 Agricultural Water Management Plan 2015 Grants Program has been selected for funding, and

**NOW, THEREFORE**, be it resolved, that the Rainbow Municipal Water District Board of Directors, if offered, would accept the Grant funds and designates Gary Arant, its General Manager, to sign a contract on behalf of the District and designates Gary Arant, as the District's representative, to sign the progress reports and approve reimbursement claims.

**PASSED AND ADOPTED** at regular meeting of the Board of Directors of the Rainbow Municipal Water District, on Tuesday, June 28, 2016, by the following vote:

**AYES:  
NOES:  
ABSENT:  
ABSTENTIONS:**

\_\_\_\_\_  
Dennis Sanford, Board President

ATTEST:

\_\_\_\_\_  
Dawn Washburn, Board Secretary





October 19, 2015

Gary Arant  
General Manager  
Valley Center MWD  
29300 Valley Center Rd  
Valley Center, CA 92082

Subject: AWMP Grant Application Costs

Dear Gary:

Thank you for coordinating the scope of work with Ken Weinberg for services related to obtaining a planning grant from the Department of Water Resources for our upcoming Agricultural Water Management Plan (AWMP). A copy of Ken's scope and fee document is attached. The scope and fee appear appropriate to me; RMWD will pay for 50% of Ken's fee for this project.

I look forward to the successful; completion of the AWMP Project. Please let me know if there is any other information that is required to proceed with the grant application.

Sincerely,

RAINBOW MUNICIPAL WATER DISTRICT

A handwritten signature in black ink, appearing to read 'Tom Kennedy', is written over the typed name and title.

Tom Kennedy  
General Manager

Enclosure: Ken Weinberg Proposal



# Ken Weinberg

## WATER RESOURCES CONSULTING LLC

PO Box 502676 • San Diego, CA 92150

OFFICE: (858) 800-1503 • MOBILE: (858) 967-2113 • FAX: (267) 935-7936 • EMAIL: Ken.Weinberg@kwH20resources.com

October 16, 2015

Gary Arant  
General Manager  
Valley Center Municipal Water District  
P.O. Box 67  
Valley Center CA 92082

Tom Kennedy  
General Manager  
Rainbow Municipal Water District  
3707 Old Hwy 395  
Fallbrook, CA 92028

Dear Gary and Tom

Grant funding from DWR is available to agricultural water suppliers serving between 10,000 acres and 25,000 acres of irrigated agricultural lands to prepare an Agricultural Water Management Plan (AWMP). The Governors April 1, 2015 Executive Order required agricultural water suppliers within those parameters to prepare an AWMP by July 2016 or an Urban Water Management Plan including agricultural water use in your 2020 gpcd targets. When I met with DWR staff in Sacramento on the Regional AWMP they pointed out that both of your agencies met the qualifications for the grants. The grants are for up to \$50,000 and are not competitive. DWR staff strongly encourage both your agencies to apply. The grants are meant to encourage preparation of an AWMP by medium sized agricultural water suppliers.

Following my discussions with Gary, I have reviewed the application materials and requirements for grant eligibility. I propose to provide professional services to VCMWD and RMWD to prepare the grant applications and oversee processing of subsequent grant agreements. The Proposed Fee is for a **Not To Exceed contract amount of \$5,000 plus other direct costs related to travel to Sacramento to meet with DWR staff as part of developing the grant agreement.**

I have attached a brief scope of work and fee estimate. Please let me know how you want to proceed.

Sincerely,



Ken Weinberg  
Principal





**Scope and Fee Estimate to Apply for a 2015 Agricultural Water Management Plan Grant**

**Ken Weinberg Water Resources Consulting LLC**

<b>Scope Item</b>	<b>Fee</b>	<b>Estimated Completion</b>
Prepare and Submit Two (2) Grant Applications to DWR ( includes data collection and application preparation)	\$2,000.00	December 1, 2015
Process Two Grant Agreements ( Includes review and comment of terms and conditions and preparation of approval Resolution and Board memo's for Valley Center and Rainbow Board approval	\$3,000.00	March 1, 2015
<b>Total Estimated Fee</b>	<b>\$5,000.00</b>	

<b>Other Direct Costs</b>	<b>Budget Estimate</b>	<b>Other</b>
Travel to Sacramento To Develop Two (2) Grant Agreements	\$600.00	Includes 1 R/T Air Sacramento, Airport parking Sacramento Transportation
<b>Total Estimated Fee and ODC</b>	<b>\$5,600.00</b>	



**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
VALLEY CENTER MUNICIPAL WATER DISTRICT  
AND  
KEN WEINBERG, WATER RESOURCES CONSULTING, LLC**

THIS AGREEMENT is made and entered into as of October 28, 2015, by and between VALLEY CENTER MUNICIPAL WATER DISTRICT, a municipal water district of the State of California (hereinafter referred to as "District"), and Ken Weinberg, Water Resources Consulting, LLC., hereinafter referred to as "Professional", in view of the following facts:

- A. District is a public agency for the State of California and is in need of professional services for the following project:

**2015 Agricultural Water Management Plan Grant Application for Rainbow MWD and Valley Center MWD**

hereinafter referred to as "Project."

- B. Professional is duly licensed and has the necessary qualifications to provide such Professional services.
- C. The parties' desire by this agreement to establish the terms for District to retain Professional to provide the services described herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services

Professional shall provide District the Professional services as described in your proposal dated October 16, 2015, which is attached hereto as EXHIBIT "A". If District requests changes in the Scope of Work or requests Professional to perform services not described in the Scope of Work, Professional shall provide a cost estimate and a written description of the work required to perform such services necessary to complete the Project. Compensation for such services and a revised activity schedule shall be negotiated in advance of performance of such services or District will not be required to compensate Professional for such services. Any such changes and the related fee and schedule shall be incorporated in an addendum to this agreement and be signed by each party.

2. Authorization

Specific authorization to proceed with the work described in EXHIBIT "A" shall be granted in writing by District. Professional shall not proceed with the work unless it is authorized. Professional shall commence work immediately upon receipt of the authorization to proceed.

3. Payment

District shall pay for such services in accordance with the cost set forth in EXHIBIT "A", provided that the total costs of such services shall be billed on a time and materials basis, not to exceed **\$5,600**. Payment will be made monthly for services performed by Professional during the prior month and undisputed amounts shall be paid within 30 days of receipt of Professional's request for payment.

4. Time of Performance

Professional shall perform such services in a prompt and timely manner as set forth in Exhibit 'A'. Neither the District nor Professional shall be considered in default of this agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics, war, riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage, or judicial restraint. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this agreement.

5. Integration

This agreement represents the entire understanding of District and Professional as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This agreement may not be modified or altered except in writing signed by both parties hereto.

6. Right of Entry

Professional is authorized, as a representative of District, to enter upon property designated by District in order to perform the services described herein. District shall hold Professional free and harmless from claims arising out of Professional's entry and activity upon such designated property unless due to the sole negligence or willful misconduct of Professional.

7. Assignment and Subcontractor

Professional shall not assign, sublet, or transfer this agreement or any rights under or interest in this agreement without the written consent of District, which may not be unreasonably withheld. Nothing contained herein shall prevent Professional from employing independent professional associates, subcontractors and consultants as Professional may deem appropriate to assist in the performance of services hereunder.

8. Independent Professional

Professional is retained as an independent Professional and is not an employee of District. No employee or agent of Professional shall become an employee of District. The work to be performed shall be in accordance with the work described in EXHIBIT "A" subject to such directions and amendments from District as herein provided.

9. Insurance

At all times during the performance of all work under this Agreement, the Professional shall provide and maintain insurance as follows:

Commercial General Liability: Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office Commercial General Liability Coverage (Occurrence Form GC 0001 or exact equivalent) and be in the following amounts:

\$500,000 per occurrence for bodily injury, personal injury and property damage  
\$1,000,000 aggregate total for bodily injury, personal injury and property damage

The policy shall contain no endorsements or provisions (A) limiting coverage for contractual liability; (B) excluding cross liability for claims or suits by one insured against another; or (C) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

Commercial General Liability Insurance must include coverage for the following:

- (i) Bodily Injury and Property Damage
- (ii) Personal Injury/Advertising Injury
- (iii) Premises/Operations Liability
- (iv) Products/Completed Operations Liability
- (v) Aggregate Limits that Apply
- (vi) Contractual Liability with respect to this Agreement
- (vii) Broad Form Property Damage
- (viii) Independent Consultants Coverage

The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District, and provided that deductibles shall not apply to the District as an additional insured.

Automobile Liability Insurance: Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Automobile Liability Coverage (Form CA 0001 (ed. 12/93) covering symbol 1 (any auto), including all owned, non-owned, and hired automobiles or exact equivalent). Said insurance shall be in the following amount:

\$1,000,000 per occurrence, combined single limit for bodily injury and property damage

The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the District, and provided that deductibles shall not apply to the District as an additional insured.

Workers' Compensation and Employer's Liability Insurance: At all times during the performance of the work under this agreement and for 24 months following the date of Project completion and acceptance by the District, the Professional shall maintain workers' compensation insurance in compliance with applicable statutory requirements. Said insurance shall also provide Employer's Liability Coverage in the following amount:

\$500,000 per occurrence

Such insurance shall include an insurer's Waiver of Subrogation in favor of the District and will be in a form and with insurance companies acceptable to the District.

If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District.

Before beginning work, the Professional shall furnish to the District satisfactory proof that the Professional has taken out for the period covered by the work under this agreement, full compensation insurance for all persons employed directly by the Professional to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof. Professional shall require all sub-consultants to obtain and maintain, for the period covered by the work under this agreement, worker's compensation of the same type and limits as specified in this Section.

Professional Liability: Professional Liability Insurance or Errors and Omissions Insurance appropriate to Professional's profession, in a form and with insurance companies acceptable to the District and in the following amount:

\$500,000 per claim and aggregate

The Professional Liability Insurance or Errors and Omissions Insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Professional. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The retroactive date, if any, of each such policy is to be no later than the effective date of this Agreement, and Professional shall maintain such coverage continuously for a period of at least three (3) years following the completion of work under this Agreement.

Required Provisions: The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

- a) Valley Center Municipal Water District, the board and each member of the board, its officers, employees, agents, and authorized volunteers shall be named as additional insured on Professional's and its sub-consultants' policies of commercial general liability and automobile liability insurance using, for Professional's policy/ies of commercial general liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of commercial general liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.
- b) Notwithstanding the minimum limits set forth in this Agreement for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds hereunder. Defense costs shall be payable in addition to the limits.
- c) All policies of commercial general liability and automobile liability insurance shall contain a

provision stating that the Professional's policies are primary and that the insurance of the District or any additional insured shall not be called upon to contribute to any loss.

- d) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its directors, officers, employees, or authorized volunteers.
- e) The Professional's insurance shall apply separately to each insured against whom a claim is made or suit is brought.
- f) Said policies shall have a clause requiring that thirty (30) days (ten (10) days for nonpayment) written notice will be given District prior to cancellation or material alteration of the policy. Statements that the carrier will endeavor and that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives, will not be acceptable on certificates. In the event any insurer providing coverage required under this Agreement shall fail to provide the notice required in this section, Professional shall be responsible to provide such notice to the District. Professional is responsible to replace any and all policies required under this Agreement which are cancelled during the term of this Agreement no later than the effective date of cancellation.
- g) All policies of commercial general liability and automobile liability insurance shall contain or shall be endorsed to contain a waiver of subrogation in favor of Valley Center Municipal Water District, the board and each member of the board, its officers, employees, agents, and authorized volunteers; or shall specifically allow Professional to waive its right of recovery prior to a loss, and Professional does hereby waive its own right of recovery against Valley Center Municipal Water District, the board and each member of the board, its officers, employees, agents, and authorized volunteers, and shall require similar waivers from each of its sub-consultants.

Qualifying Insurers: Insurance carriers shall be admitted to do business in California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Such insurance carriers, with the exception of Workers Compensation, shall have not less than an A- policyholder's rating and a financial rating of not less than Class of VII according to the latest Best Key Rating Guide unless otherwise approved by the District.

Evidence Required: Prior to execution of the Contract, the Professional shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 20 10 and 20 37 (or insurer's equivalent providing the exact same coverage) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with all endorsements to the policies described herein. All evidence of insurance shall be signed by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

#### Additional Insurance Provisions.

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Professional, and any approval of said insurance by the District, is not intended to and shall

not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Professional pursuant to this Agreement, including but not limited to, the provisions concerning indemnification. Neither the Valley Center Municipal Water District, the board and each member of the board, its officers, employees, agents, and authorized volunteers shall be personally responsible for any liability arising under or by virtue of the Agreement.

If at any time during the life of the Agreement, the Professional fails to maintain in full force any insurance required by the Agreement documents, the District has the right but not the duty to acquire the necessary insurance for the Professional and deduct the cost thereof from the appropriate progress payments due the Professional, or back charge the Professional for such costs in the event they exceed the amount of unpaid progress payments due the Professional. In the alternative, the District may cancel/terminate this Agreement.

The Professional shall include all sub-consultants as insureds under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages for sub-consultants shall be subject to all of the requirements stated herein. Unless otherwise agreed in writing by the District, all policies of commercial general liability insurance provided by sub-consultants shall name the District as an additional insured using endorsement form ISO CG 20 38 04 13 or exact equivalent.

The District may require the Professional to provide complete copies of all insurance policies in effect for the duration of the Agreement.

#### 10. Indemnification

To the fullest extent permitted by law, Professional agrees to protect, save, defend and hold harmless District and its Board and each member of the Board, officers, agents, employees, and authorized volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Professional, Professional's agents, officers, employees, sub-consultants, or independent Professionals hired by Professional under this agreement. The only exception to Professional's responsibility to protect, save, defend and hold harmless the District, is due to the sole negligence, willful misconduct or active negligence of District. This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Professional. Notwithstanding the foregoing, to the extent Professional's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Professional.

#### 11. California Labor Code Requirements

Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et se., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. 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, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the District, its elected 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 Consultant and all sub-consultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Effective March 1, 2015, if the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all sub-consultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any sub-consultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

12. Laws and Venue

This agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

13. Termination or Abandonment by District

District has the right to terminate or abandon any portion or all of the work by giving ten (10) calendar days' written notice to Professional. In such event, District shall be given title immediately to all documents developed for that portion of the work completed and/or being abandoned. District shall pay Professional for services for any portion of the work being terminated which were rendered prior to effective date of termination. District shall pay Professional the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services based on an amount mutually agreed to by District and Professional of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Professional shall not be entitled to payment for unperformed services and shall not be entitled to damages or compensation for termination of work.

14. Termination by Professional

Professional may terminate its obligations to provide further services under this agreement upon 30 calendar days' written notice only in the event of substantial failure by District to perform in accordance with the terms of this agreement through no fault of Professional.

15. Exclusive Use

Services provided within this agreement are for exclusive use of the District.

16. Entire Agreement

There are no understandings or agreements except as herein expressly stated.

17. Notice

Any notice or instrument required to be given or delivered by this agreement may be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:


District: VALLEY CENTER MUNICIPAL WATER DISTRICT  
29300 Valley Center Road  
P.O. Box 67  
Valley Center, CA. 92082

Professional: Ken Weinberg, Water Resources Consulting, LLC  
P.O. Box 502676  
San Diego, CA 92150

and shall be effective upon receipt thereof.


IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representative.

VALLEY CENTER MUNICIPAL WATER DISTRICT

By: 

Date: 10/28/2015

Print Name: Gary T. Arant, General Manager

By: 

Date: 10/27/2015

Print Name: Ken Weinberg, Principal

**AGREEMENT TO RETAIN SAN DIEGO COUNTY FARM BUREAU  
TO PREPARE A JOINT AGRICULTURAL WATER MANAGEMENT PLAN FOR AND  
AMONG OLIVENHAIN MUNICIPAL WATER DISTRICT, CITY OF SAN DIEGO,  
YUIMA MUNICIPAL WATER DISTRICT, RAMONA MUNICIPAL WATER DISTRICT,  
RAINBOW MUNICIPAL WATER DISTRICT, CITY OF ESCONDIDO, SAN DIEGUITO  
WATER DISTRICT, CITY OF POWAY, VALLEY CENTER MUNICIPAL WATER  
DISTRICT, FALLBROOK PUBLIC UTILITIES DISTRICT, RINCON DEL DIABLO  
MUNICIPAL WATER DISTRICT, CARLSBAD MUNICIPAL WATER DISTRICT,  
VALLECITOS WATER DISTRICT, SANTA FE IRRIGATION DISTRICT, AND  
CITY OF OCEANSIDE**

**RECITALS**

1. Olivenhain Municipal Water District (OMWD), City of San Diego (San Diego), Yuima Municipal Water District (YMWD), Ramona Municipal Water District (Ramona), Rainbow Municipal Water District (Rainbow), City of Escondido (Escondido), San Dieguito Water District (SDWD), City of Poway (Poway), Valley Center Municipal Water District (Valley Center), Fallbrook Public Utilities District (FPUD), Rincon Del Diablo Municipal Water District (Rincon), Carlsbad Municipal Water District (CMWD), Vallecitos Water District (VWD), Santa Fe Irrigation District (SFID), and City of Oceanside (Oceanside) (each agency, a "Water Provider") require an Agricultural Water Management Plan (AWMP) in order to satisfy the requirements of the State Water Resources Control Board (SWRCB) for exemption of commercial agricultural water from the current mandated water cutbacks.

2. On April 1, 2015, the Governor of the State of California issued Executive Order B-29-15 (EO), which required the SWRCB to achieve a mandatory statewide reduction in potable urban water use of 25% through February 28, 2016, as compared to the amount used in 2013. To comply with the EO, the SWRCB adopted Emergency Regulations imposing mandatory cutbacks on all urban water suppliers. Section (e)1 of the Emergency Regulations sets forth that each urban water supplier that provides potable water for commercial agricultural use meeting the definition of Government Code section 51201(b) may subtract the amount of water provided for commercial agricultural use from its potable water production total, provided that it, among other requirements, certify that the agricultural uses it serves meet the definition of Government Code section 51201(b) and comply with the AWMP requirement of paragraph 12 of the EO for all commercial agricultural water served by the supplier that is subtracted from its total water production.

3. Each Water Provider provides commercial agricultural water under the definition of Government Code section 51201 to end users and certifies such use as exempt to the SWRCB each month.

4. San Diego County Farm Bureau (SDCFB) is a nonprofit organization with more than 1,600 agricultural members and represents San Diego County agriculture interests through public relations, education, and public policy advocacy in order to promote the economic viability of agriculture balanced with appropriate management of natural resources, including water.

5. The SWRCB has mandated that any water agency that certifies its monthly commercial agricultural water as exempt from mandatory cutbacks (including each of the Water Providers) shall adopt an Agricultural Water Management Plan by February 2016.

6. The Water Providers desire to contract with SDCFB to prepare an AWMP that includes the necessary information on each Water Provider to satisfy the requirements of the SWRCB.

7. Upon completion and submittal to the SWRCB of the AWMP, each Water Provider will present the AWMP to its respective legislative body for approval.

8. It is the intent and purpose of this Agreement to set forth the terms for retention of SDCFB by the Water Providers and the payment terms thereof.

**NOW, THEREFORE,** the parties hereto agree as follows:

1. **Recitals; Term.** The foregoing recitals are true and correct. The term of this Agreement shall be for six months commencing on August 17, 2015, and ending on February 16, 2016. The schedule for deliverables is set forth in the Scope of Work attached as **Exhibit A**.

2. **Working Committee.** Each Water Provider shall designate one person from its agency who will serve on a Working Committee and participate on behalf of its agency in the development of the AWMP. This designee shall be the Water Provider's main point of contact with SDCFB. The purpose of the Working Committee will be to coordinate with SDCFB and provide input, comments, and guidance during the preparation of the AWMP. The members of the Working Committee shall be responsible for providing their respective agency's information and data to SDCFB to prepare the AWMP.

3. **Scope and Retention of Consultant.** SDCFB shall retain a consultant to conduct the scope of work described in **Exhibit A**. The total cost of this work shall not exceed \$75,000. The scope of work contains the requisite work to (1) consult with the Department of Water Resources on the requirements to create an AWMP in the "June 2015 Update to the Agricultural Water Management Plan Guidebook"; (2) create procedures and a spreadsheet for data collection from the Water Providers; (3) correspond with the Water Providers related to the collection and review of the data; (4) create the draft AWMP; (5) attend meetings with the Working Committee, the DWR, and the SWRCB staff; and present the AWMP to each Water Provider's legislative body when it is presented to that Water Provider for adoption. It is the intent of the parties that the AWMP shall consist of a broad introduction covering the entire region and dedicated chapters to each individual Water Provider.

4. **Retention of Consultant; Billing.** SDCFB shall allocate costs to each Water Provider in accordance with the cost-sharing allocation chart attached as **Exhibit B**. The cost-sharing chart allocates a percentage share to each Water Provider based on a weighted average of the "total acres of agricultural land" and the "total agricultural

accounts” to be included in the AWMP. SDCFB shall bill each Water Provider for its share of the costs in six equal monthly billings, and each Water Provider shall pay its bill within 30 days of receipt. In the alternative, a Water Provider may pay its full share of the costs by a single payment made within 30 days of its receipt of the first bill.

5. **Change Orders.** Any change order shall be reviewed and approved by a majority-weighted vote, based on the percentages of each agency as shown in **Exhibit B**, of the Working Committee Designees. The resulting cost of a change order approved by the Working Committee shall be shared by all Water Providers in accordance with the cost-sharing percentages in **Exhibit B**.

6. **Meetings.** The Working Committee shall meet throughout the work process as requested by SDCFB and its consultant as needed to facilitate the timely completion of the work. The final work product shall be used by the Water Providers to satisfy the requirements of the SWRCB.

7. **Consultant Reports.** All reports and documents created by the SDCFB and its consultant pursuant to this Agreement shall be shared among and owned equally by all Water Providers.

8. **Records.** All parties shall have the right to receive a copy of records created by SDCFB pursuant to this Agreement.

9. **Miscellaneous Costs.** Any out-of-pocket costs of a Water Provider for travel, meetings, or supplemental work that are incurred by that agency’s staff, consultants, or board members shall be borne by that agency as its own costs in support of this Agreement and shall not be subject to reimbursement by any other party to this Agreement.

10. **Ability to Terminate Agency Participation.** In the event that any Water Provider notifies all other Water Providers in writing 30 days in advance of its intent to terminate participation in this Agreement, no refunds of any monies already paid will be reimbursed, and the agency will have no further interest or right in this Agreement or the work product created after the date that the agency terminates its participation. The remaining Water Providers shall adjust among themselves their future cost sharing proportionately pursuant to the principles underlying **Exhibit B**.

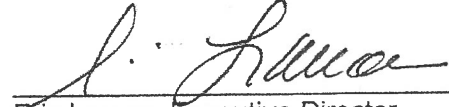
11. **Effective Date.** The effective date of this Agreement is August 17, 2015.

12. **Integration.** This Agreement cancels and replaces any prior agreement of the parties on its subject matter, contains their full agreement thereon, and may be modified only by a writing executed by each party on its behalf by a duly authorized individual.

**WHEREFORE**, each party has caused this Agreement to be executed on its behalf by the duly authorized individual named and signing for it as indicated below.

DATED: Sept 8, 2015

**SAN DIEGO COUNTY FARM BUREAU**

By:   
Eric Larson, Executive Director

DATED: \_\_\_\_\_

**OLIVENHAIN MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
Kimberly Thorner, General Manager

DATED: \_\_\_\_\_

**CARLSBAD MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
Wendy Chambers, Assistant General Manager

DATED: \_\_\_\_\_

**CITY OF SAN DIEGO**

By: \_\_\_\_\_

DATED: \_\_\_\_\_

**VALLECITOS WATER DISTRICT (VWD)**

By: \_\_\_\_\_  
Dennis Lamb, General Manager

DATED: \_\_\_\_\_

**SANTA FE IRRIGATION DISTRICT**

By: \_\_\_\_\_  
Mike Bardin, General Manager

DATED: \_\_\_\_\_

**SAN DIEGO COUNTY FARM BUREAU**

By: \_\_\_\_\_  
Eric Larson, Executive Director

DATED: 8/27/15

**OLIVENHAIN MUNICIPAL WATER DISTRICT**

By: Kimberly A. Thorner  
Kimberly Thorner, General Manager

DATED: \_\_\_\_\_

**CARLSBAD MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
Wendy Chambers, Assistant General  
Manager

DATED: \_\_\_\_\_

**CITY OF SAN DIEGO**

By: \_\_\_\_\_

DATED: \_\_\_\_\_

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DATED: \_\_\_\_\_

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Mike Bardin, General Manager

DATED: \_\_\_\_\_

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Eric Larson, Executive Director

DATED: \_\_\_\_\_

**OLIVENHAIN MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
Kimberly Thorner, General Manager

DATED: 8/25/2015

**CARLSBAD MUNICIPAL WATER DISTRICT**

By: Wendy Chambers  
Wendy Chambers, General Manager

DATED: \_\_\_\_\_

**CITY OF SAN DIEGO**

By: \_\_\_\_\_

DATED: \_\_\_\_\_

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**SANTA FE IRRIGATION DISTRICT**

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Mike Bardin, General Manager



DATED: \_\_\_\_\_

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DATED: \_\_\_\_\_

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Kimberly Thorner, General Manager

DATED: \_\_\_\_\_

**CARLSBAD MUNICIPAL WATER DISTRICT**

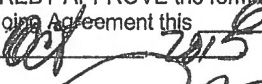
By: \_\_\_\_\_  
Wendy Chambers, Assistant General  
Manager

DATED: 10/5/2018

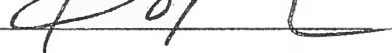
**CITY OF SAN DIEGO**

By:   
Kristina Peralta, Interim Director  
of Purchasing and Contracting Department

I HEREBY APPROVE the form and legality of the  
foregoing Agreement this \_\_\_\_\_ day of \_\_\_\_\_



JAN L. GOLDSMITH, City Attorney

By: 

Raymond C. Palmucci

Deputy City Attorney

DATED: \_\_\_\_\_

**VALLECITOS WATER DISTRICT (VWD)**

By: \_\_\_\_\_  
Dennis Lamb, General Manager

DATED: \_\_\_\_\_

**SANTA FE IRRIGATION DISTRICT**

By: \_\_\_\_\_  
Mike Bardin, General Manager

DATED: \_\_\_\_\_

**SAN DIEGO COUNTY FARM BUREAU**

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Wendy Chambers, Assistant General  
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DATED: \_\_\_\_\_

**CITY OF SAN DIEGO**

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DATED: \_\_\_\_\_

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**CITY OF SAN DIEGO**

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DATED: \_\_\_\_\_

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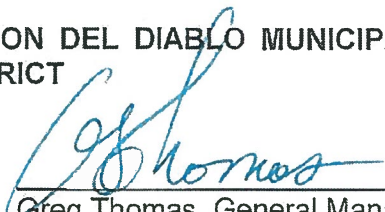
DATED: \_\_\_\_\_

**SANTA FE IRRIGATION DISTRICT**

By:  \_\_\_\_\_  
Mike Bardin, General Manager

DATED: 8/28/15

**RINCON DEL DIABLO MUNICIPAL WATER DISTRICT**

By:   
Greg Thomas, General Manager

DATED: \_\_\_\_\_

**CITY OF OCEANSIDE**

By: \_\_\_\_\_  
Jason Dafforn, Interim Water Utilities Director

DATED: \_\_\_\_\_

**YUIMA MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
Linden Burzell, General Manager

DATED: \_\_\_\_\_

**RAMONA MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
David Barnum, General Manager

DATED: \_\_\_\_\_

**RAINBOW MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
Tom Kennedy, General Manager

DATED: \_\_\_\_\_

**CITY OF ESCONDIDO**

By: \_\_\_\_\_  
Chris McKinney, Director of Utilities

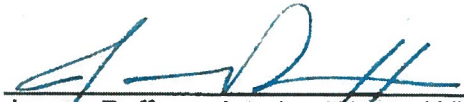
DATED: \_\_\_\_\_

**RINCON DEL DIABLO MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
Greg Thomas, General Manager

DATED: 8/26/15

**CITY OF OCEANSIDE**

By:   
Jason Dafforn, Interim Water Utilities Director

DATED: \_\_\_\_\_

**YUIMA MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
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DATED: \_\_\_\_\_

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DATED: \_\_\_\_\_

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Jason Dafforn, Interim Water Utilities Director

DATED: \_\_\_\_\_

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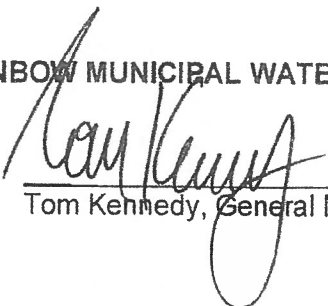
DATED: \_\_\_\_\_

**RAMONA MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
David Barnum, General Manager

DATED: 8/25/15

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David Barnum, General Manager

DATED: \_\_\_\_\_

**RAINBOW MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
Tom Kennedy, General Manager


DATED: 08.26.2015

**CITY OF ESCONDIDO**

By: Christopher W. McKinney  
Chris McKinney, Director of Utilities

DATED: August 25, 2015

**SAN DIEGUITO WATER DISTRICT**

By:   
Bill O'Donnell, General Manager

DATED: \_\_\_\_\_

**CITY OF POWAY**

By: \_\_\_\_\_  
Daniel Singer, City Manager

DATED: \_\_\_\_\_

**VALLEY CENTER MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
Gary Arant, General Manager

DATED: \_\_\_\_\_

**FALLBROOK PUBLIC UTILITIES DISTRICT**

By: \_\_\_\_\_  
Brian Brady, General Manager


DATED: \_\_\_\_\_

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Bill O'Donnell, General Manager

DATED: \_\_\_\_\_

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DATED: 8/25/2015

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Daniel Singer, City Manager

DATED: \_\_\_\_\_

**VALLEY CENTER MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
Gary Arant, General Manager

DATED: 8/27/15

**FALLBROOK PUBLIC UTILITIES DISTRICT**

By: Brian Brady  
Brian Brady, General Manager

EXHIBIT A  
SCOPE AND FEE



Scope of Work for  
a Regional  
Agricultural  
Water  
Management Plan  
for San Diego  
County

Prepared For: San Diego County  
Farm Bureau  
August 2015

Ken Weinberg Water Resources  
Consulting LLC

18-35

## 1. Introduction

The San Diego County Farm Bureau is a non-profit organization established in 1913 with more than 5,000 dues-paying members. It serves the needs of San Diego's agriculture community according to its Mission Statement as described on its website:

*"The mission of the Farm Bureau of San Diego County is to represent San Diego agriculture through public relations, education, and public policy advocacy in order to promote the economic viability of agriculture balanced with appropriate management of natural resources."*

Nationally ranked as the 12<sup>th</sup> largest farm economy with a \$5.1 billion annual value, San Diego County agriculture is an important part of the regional economy. A primary input into agricultural production and one of its main costs is water. Up to 90% of San Diego County's water is imported from the Colorado River and Northern California and the small amount of acreage that uses local groundwater or surface water is subject to frequent drought related shortages. Reliable water supplies at an affordable and stable cost has become an important policy issue for San Diego County agriculture over the last 20 years. During that period the San Diego County Farm Bureau has a long history of successfully engaging on water related issues affecting its membership and the region. It has been an important advocate and supporter of improved water supply reliability for the San Diego region and portions of its membership have contributed to regional reliability by taking significantly less water during drought and emergency shortages in exchange for reduced water rates.

The San Diego County Farm Bureau has an equally successful history of working cooperatively with local water agencies and the San Diego County Water Authority in promoting water efficient practices and in jointly developing and supporting local and regional water policy initiatives. Because of its unique role and history in water issues in San Diego County the Farm Bureau has served as a venue to bring the agricultural industry and water agencies together to address pressing water issues and collectively meet these challenges. This is especially true with the challenges being faced as California continues through an unprecedented fourth consecutive year of drought and precedent setting statewide water use restrictions.

In response to the worsening drought situation and a lack of reduction in water use by urban agencies Governor Brown issued an Executive Order on April 1, 2015 calling for a 25% mandatory reduction in water use state-wide. That was followed up by the development of additional Emergency Urban Water Conservation Regulation by the State Water Resources Control Board (State Water Board) implementing the Governor's order. The Emergency Regulations are applicable to urban water suppliers (as defined in Water Code section 10617) and not agricultural water suppliers (as defined in Water Code Section 10608.12). During the public comment period representatives from the San Diego County Farm Bureau and local San Diego county water agencies pointed out to the Water Board that commercial agriculture in San Diego county was similar to commercial agriculture in other parts of the state with the sole difference that their suppliers were classified as urban simply because of the mixed nature of the economy in San Diego county. The State Water Board modified the proposed Emergency Regulation to exempt commercial agriculture in the service areas of urban water suppliers if specific conditions were met.



It is the San Diego County Farm Bureau's intent, working cooperatively with 15 retail water agencies serving commercial agricultural customers to facilitate complying with the State Water Board's Emergency Regulations through development of a *Regional Agricultural Water Management Plan* specific to the conditions present in San Diego County. *Ken Weinberg Water Resources Consulting LLC* would perform those tasks consistent with the Scope of Work, deliverables and schedules contained herein and will provide progress reports as required by the Farm Bureau and its 15 partner water agencies.

## 1.1 Background

The professional services being sought by the Farm Bureau include the development of a *draft Regional Agricultural Water Management Plan* that meets the requirements of the Water Board's Emergency Regulation for each of the 15 retail water agencies that are funding the work.

### Drought Emergency Water Conservation Regulation

Commercial agriculture has been especially hard hit over the course of the current state-wide drought. With unprecedented low levels of supply allocations by the State Water Project (SWP) and the federal Central Valley Project (CVP) as well as depleted local surface and groundwater the economic impact to commercial agriculture has been significant. In January 2014 Governor Brown declared a statewide drought emergency. In June 2014 the State Water Board issued its first Emergency Regulation imposing statewide prohibitions on water waste and requiring local water agencies to activate their mandatory urban water conservation measures. Since imposition of the 2014 Emergency Regulation urban water agencies have reported to the State Water Board on monthly water use and comparing that use the same month in the previous year 2013. As the state entered its fourth consecutive dry year and reservoir storage levels throughout the state were dropping precipitously, urban water conservation levels were substantially below the voluntary 20% target identified by Governor Brown. In response to the continuing deterioration in supply conditions and in an effort to protect existing storage reserves for a potentially fifth dry year in 2016 the Governor issued the April 1, 2015 Emergency Order referenced above. To implement the April 1, 2015 Executive Order the State Water Board adopted the Emergency Regulation.

As a result of comments made by San Diego County Farm Bureau and representatives of San Diego county water agencies at the public hearing held by the State Water Board the final Emergency Regulation provided an exemption from the urban conservation requirements for commercial agriculture being served by urban water suppliers. Specifically the regulation provides in part that:

*"each urban water supplier that provides potable water for commercial agricultural use meeting the definition Government Code section 51201, subdivision (b), may subtract the amount of water provided for commercial agricultural use from its potable water production total,"*

The ability to subtract commercial agriculture water use from the urban supplier's potable water production more accurately represents its performance in meeting state mandated urban conservation targets. Compliance with the exemption has certain specific requirements for the urban supplier including; imposing locally appropriate reductions for commercial agriculture, reporting its total use and identifying the commercial agricultural component, and "*complying with the Agricultural Water Management Plan requirement of Paragraph 12 of the April 1, 2015 Executive Order*".

Agricultural Water Management Plan

Senate Bill X7-7, the Water Conservation Act of 2009, required agricultural water suppliers with greater than 25,000 irrigated acres to adopt and submit Agricultural Water Management Plans (AWMPs) to the California Department of Water Resources (DWR) and to implement Efficient Water Management Practices (EWMPs) including the measurement and volumetric pricing of water deliveries by December 31, 2012. SB X7-7 also permits water management plans that are part of a regional plan to be submitted, providing that those plans meet the requirements of SB X7-7. According to DWR's web site:

*"Agricultural water suppliers that provide water from 10,000 up to 25,000 irrigated acres, excluding recycled water, are not required to prepare and submit plans unless state funds are available to support the planning efforts."*

In June 2015 DWR released a *2015 AWMP Guidebook* for those suppliers preparing and an AWMP. Similar to the guidebook DWR releases for updates to the Urban Water Management Plan (UWMP) the *2015 AWMP Guidebook* provides detailed instructions on how to prepare the plan and a check list to make sure the plan complies with legislative requirements. Commercial agriculture in San Diego County does not fit many of the requirements in the AWMP but it does provide the equivalent water management benefit in several important areas. State Water Board staff has confirmed that urban suppliers with commercial agriculture seeking to deduct that water use from their production totals need to prepare a standalone document. State Water Board staff has also indicated that they will look to DWR for confirmation that the document was prepared correctly.

Although the San Diego County Water Authority in cooperation with the Valley Center Municipal Water District prepared an Agricultural Water Management Plan in 2001 and an update in 2005 the organization and data in those plans has been superseded by SB X7-7 and subsequent plan preparation requirements. The Scope of Work below is designed to develop a Regional Agricultural Water Management Plan that addresses the more unique conditions of commercial agriculture when being served by an urban water supplier and meets the needs of DWR and the State Water Board for compliance with the May 2015 Emergency Regulation. When completed the Plan will provide both a regional overview of agricultural water management in San Diego County and individual agency visibility for those participating retail agencies in order for each agency to comply with Emergency Regulation requirements.

## 1.2 Scope of Work

### Task 1 Obtain DWR approval of Alternative Checklist for San Diego County AWMP

Task 1.1 Using the *2015 AWMP Guidebook* identify those elements on the checklist that should not apply to commercial agriculture in an San Diego County and prepare written justifications as to why they should not apply, develop alternative water management and water efficiency practices occurring or planned to occur in San Diego County that are either functionally equivalent or provide an equivalent water management benefit.

Task 1.2 Based on the work completed in Task 1.1 , *2015 AWMP Guidebook*, and the May 2015 State Water Board Emergency Regulation develop an Alternative Checklist for DWRs consideration as the basis of San Diego County Regional AWMP.

Task 1.3 Distribute the Draft Alternative Checklist to Farm Bureau staff and participating local water agencies for review and comment. Prepare for and attend up to two (2) meetings with the Farm Bureau and interested local water agencies to finalize the San Diego Regional AWMP Alternative Checklist for DWR consideration

Task 1.4 Prepare for and attend up to two (2) meetings with DWR staff in Sacramento to present and obtain approval of the San Diego Regional AWMP Alternative Checklist.

### Task 2 Data Collection

Task 2.1 Following DWR approval of the Alternative Checklist prepare a draft Table of Contents for the AWMP consistent with the Alternative Checklist and identify specific data needs associated with each of the individual chapters in the draft Table of Contents. Distribute to Farm Bureau staff, participating agencies and Water Authority for review and comment prior to finalization

Task 2.2 Following review and approval of the Table of Contents, working with the participating agencies and the Water Authority collect the required data by each participating agency for inclusion in the relevant chapters of the AWMP including but not limited to: Agricultural and Municipal & Industrial water use, water supply quantities, sources and suppliers, water quality, climate, water delivery measurements, water rate schedules and billing, water shortage allocation, water reliability, analysis of climate change effect on future water supplies and other data points as required by DWR.

Task 2.3 Develop an excel spreadsheet to maintain data collected under Task 3.2 and sorted by each individual agency and in the aggregate for all participating agencies and distribute to participating agencies and Water Authority staff for review and comment. Finalize data after responding to participating agency and Water Authority comments and redistribute for final approvals.

### Task 3 Water Use Efficiency and Efficient Water Management Practices

Task 3.1 Describe historic and current water use efficiency practices and participation in water use efficiency programs by San Diego County Agriculture

Task 3.2 Identify planned water use efficiency strategies to be implemented in the future and identify those that were determined to not be locally cost effective

Task 3.3 Identify Critical EWMPs or Conditional EWMPs (Water Code Section 10608.48) or their functional equivalent being implemented or planned to be implemented in San Diego County

Task 3.4 Quantify the amount of savings in agricultural water use since the 2005 update of the AWMP

#### **Task 4 Develop a Draft San Diego County Regional Agricultural Water Management Plan**

Task 4.1 According to the Table of Contents developed under Task 2.1 prepare an Administrative Draft AWMP consistent with the approved Alternative Checklist approved by DWR and the State Water Board's May 2015 Emergency Regulation and specifically meets the intent of paragraph 12 of the April 1, 2015 Executive Order for all Agricultural water served by an urban supplier that is subtracted from its total potable water production. The Draft will provide required data and address Alternative Checklist requirements for each of the participating agencies and provide an aggregate overview of agricultural water management in San Diego County consistent with Emergency Regulation compliance.

Task 4.2 Distribute Administrative Draft AWMP for one (1) round of review and comment by the Farm Bureau, the participating water agencies and the Water Authority.

Task 4.3 Based on the review of the Administrative draft under Task 3.2 revise accordingly and develop a second draft for review and comment by DWR staff. Distribute to DWR staff.

Task 4.4 Based on DWR comments on the second draft develop a third draft for review by Farm Bureau, participating water agencies and Water Authority. Following local agency review of third draft, obtain concurrence from DWR staff that it is suitable for submission to State Water Board for Emergency Regulation compliance with approval by each participating water agency board or city councils.

#### **Task 5 Plan Coordination and Local Agency Approval**

Task 5.1 Prepare and conduct up to two (2) workshops with participating water agency staff and Farm Bureau to assist in the review and finalization the draft plan

Task 5.2 If required by DWR plan, organize and conduct one (1) public meeting to discuss and take public comments on the Draft AWMP

Task 5.3 Prepare a template staff memo and accompanying PowerPoint presentation to Board/Council that requests approval of the Draft AWMP for submission to the State Water Board for compliance with the Emergency Regulation

Task 5.4 Prepare for and attend up to fifteen (15) Board/Council Meetings for consideration of approval

of the Draft AWMP

**Task 6 Obtain State Water Board approval of San Diego County Regional AWMP**

Task 6.1 Prepare for and attend one (1) meeting with State Water Board Staff to present AWMP with accompanying cover letter that details how the Plan addresses the requirements of the May 2015 Emergency Regulation

Task 6.2 Attend one (1) meeting of the State Water Board where submission of the AWMP as part of Emergency Regulation compliance is on the agenda and provide written and verbal testimony

**2. Project Timeline**

<b>Task</b>	<b>Deliverable</b>	<b>Due Date</b>
Task 1	Obtain DWR approval of Alternative Checklist for San Diego County AWMP	September 18, 2015
Task 2	Data Collection	October 16, 2015
Task 3	Water Use Efficiency and Efficient Water Management Practices	October 16, 2015
Task 4	Develop a Draft San Diego County Regional Agricultural Water Management Plan	December 1, 2015
Task 5	Plan Coordination and Local Agency Approval	January 25 2016
Task 6	Obtain State Water Board Approval of San Diego County Regional AWMP	February 15, 2016

18-41

### 3. Project Team

#### **Project Manager: Ken Weinberg, Principal, Ken Weinberg Water Resources Consulting LLC**

Ken Weinberg is a former utility executive with 32 years of public agency experience. As Director of Water Resources for the San Diego County Water Authority he was responsible for long-term water supply and facilities planning, regional drought management activities, water conservation and water management programs and environmental compliance and permitting for \$3 Billion in capital projects. Mr. Weinberg successfully led the years' long effort of the Water Authority to develop and approve a Water Purchase Agreement for the Carlsbad Desalination Project and the planning of conveyance facilities required to accept and distribute this new supply.

He was also responsible for the development and implementation of several Urban Water Management Plans, Regional Water Facilities Master Plans, the Water Shortage and Drought Response Plan, Integrated Regional Water Management Plan and the first ever Climate Action Plan for a southern California water utility. As the Executive responsible for managing the San Diego Integrated Regional Water Management Program he oversaw the successful acquisition of over \$40 million in Prop 50 and Prop 84 funding for multiple projects in the region.

Mr. Weinberg retired from the Water Authority in June 2015 and has formed Ken Weinberg Water Resources Consulting LLC and is assisting clients in water supply planning, project development and regulatory compliance. Prior to starting at the Water Authority in 1991, he worked for the City of San Diego conducting long term facility planning and financing.

Education: Bachelor Science, State University of New York College at Buffalo  
Master of Public Administration San Diego State University.

#### **Water Use Efficiency and EWMPs: Bill Jacoby Water Resources Consulting - Owner**

Bill Jacoby has over 30 years of experience in water conservation, water use efficiency and water recycling in California. Since 2007 he has provided strategic advice to clients in water use efficiency & water policy. He served on the California Urban Water Conservation Council (CUWCC) Cost and Savings Study Project Advisory Committee and managed the California Water Foundation's Regional Investment Strategy projects serving both agricultural and urban water users. Mr. Jacoby also developed the Association of California Water agencies (ACWA) *Water Conservation Roadmap* for implementing SBX7-7 and developed the Water Conservation Section for the City of Sacramento's Water Supply Masterplan. Recently, he managed development of the California Department of Water Resources (DWR) *Commercial Industrial Institutional (CII) Task Force Report to the Legislature and Recommendations*.

Prior to forming his own consulting firm Mr. Jacoby spent almost 20 years with the San Diego County Water

authority as Director of Public Affairs and Water Resources Manager. As Director of Public Affairs he managed public outreach programs for regional agricultural and urban water conservation, recycling, seawater desalination, and Colorado River transfer projects. Mr. Jacoby also managed legislative advocacy efforts in Sacramento and Washington D.C. and media relations. As a Water Resources Manager for 17 years Mr. Jacoby Planned, developed, and managed implementation of a comprehensive \$6 million a year agricultural and urban water conservation program, including program design, securing funding, customer outreach, and quality control. He also was responsible for the development of the water conservation sections of the Regional Urban Water Management Plan Updates for: 1990, 1995, 2000, and 2005. Mr. Jacoby was responsible for developing and managing Water Authority water recycling programs for agricultural and urban use including advocating for funding legislation, regional studies, and advocating for State Water Resources Control Board and Federal Title XVI funding. He represented the Water Authority and its member agencies as a national, state, and regional leader in advocating for increased water use efficiency.

Education: Bemidji State University (MN)

B.S., History and M.S., Social Studies.

CUWCC person of the year.

WaterReuse Association, CA Section recycling advocate of the year.

**4. Attachment 1 Project Fee Estimate**

	PROJECT TASKS	LABOR HOURS	LABOR COST (\$)	TOTAL PER TASK
DWR APPROVE ALT CHECKLIST	Task 1			
	Task 1.1	8.0	\$190.00	\$1,520.00
	Task 1.2	16.0	\$190.00	\$3,040.00
	Task 1.3	8.0	\$190.00	\$1,520.00
	Task 1.4	16.0	\$190.00	\$3,040.00
	<b>Subtotal</b>	<b>48.0</b>	<b>\$190.00</b>	<b>\$9,120.00</b>

DATA COLLECTION	Task 2			
	Task 2.1	12.0	\$190.00	\$2,280.00
	Task 2.2	48.0	\$190.00	\$9,120.00
	Task 2.3	16.0	\$190.00	\$3,040.00
	<b>Subtotal</b>	<b>76.0</b>	<b>\$190.00</b>	<b>\$14,440.00</b>

WATER USE EFFICIENCY & EWMP	Task 3			
	Task 3.1	8.0	\$190.00	\$1,520.00
	Task 3.2	16.0	\$190.00	\$3,040.00
	Task 3.3	16.0	\$190.00	\$3,040.00
	Task 3.4	12.0	\$190.00	\$2,280.00
	<b>Subtotal</b>	<b>52.0</b>	<b>\$190.00</b>	<b>\$12,160.00</b>

DEVELOP DRAFT PLAN	Task 4			
	Task 4.1	64.0	\$190.00	\$12,160.00
	Task 4.2	12.0	\$190.00	\$2,280.00
	Task 4.3	16.0	\$190.00	\$3,040.00
	Task 4.4	8.0	\$190.00	\$1,520.00
	<b>Subtotal</b>	<b>100.0</b>	<b>\$190.00</b>	<b>\$19,000.00</b>

N & APPROVAL	Task 5			
	Task 5.1	10.0	\$190.00	\$1,900.00

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Scope of Work for a Regional Agricultural Water Management Plan  
for San Diego County

Project: San Diego County  
Farm Bureau

	Task 5.2	8.0	\$190.00	\$1,520.00
	Task 5.3	8.0	\$190.00	\$1,520.00
	Task 5.4	18.0	\$190.00	\$3,420.00
	<b>Subtotal</b>	<b>44.0</b>	<b>\$190.00</b>	<b>\$8,360.00</b>

STATE BOARD APPROVAL	Task 6			
	Task 6.1	8.0	\$190.00	\$1,520.00
	Task 6.2	8.0	\$190.00	\$1,520.00
	<b>Subtotal</b>	<b>16.0</b>	<b>\$190.00</b>	<b>\$3,040.00</b>

<b>Total Cost Estimate</b>	<b>336.0</b>	<b>\$190.00</b>	<b>\$53,960.00</b>
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Other Direct Costs

OTHER DIRECT COSTS	Air Travel to Sacramento	6.0	\$266.00	\$1,596.00
	Parking and Ground Transp.	4.0	\$75.00	\$300.00
	<b>Subtotal</b>	<b>4.0</b>	<b>\$341.00</b>	<b>\$1,364.00</b>

**Total Cost Estimate with ODCs \$55,324.00**

**TOTAL NOT TO EXCEED WITH  
SDCFB ADMINISTRATION &  
OVERSIGHT \$75,000**

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EXHIBIT B  
COST SHARING ALLOCATIONS

REGIONAL AGRICULTURAL WATER MANAGEMENT PLAN

Agency	Total Acres Agricultural Land	Percent of Total	Total Agricultural Accounts to be included in AWMP	Percent of Total	Average
Olivenhain MWD	500.00	1.1%	140	2.4%	1.8%
City of San Diego	214.00	0.5%	6	0.1%	0.3%
Yuima MWD	4,502.00	10.1%	161	2.7%	6.4%
Vallecitos WD	1,656.34	3.7%	155	2.6%	3.2%
Ramona MWD	1,336.00	3.0%	91	1.6%	2.3%
Rainbow MWD	11,143.00	25.1%	2,878	49.1%	37.1%
City of Escondido	2,947.80	6.6%	186	3.2%	4.9%
San Dieguito WD	222.40	0.5%	94	1.6%	1.1%
City of Poway	386.00	0.9%	27	0.5%	0.7%
Valley Center MWD	10,377.00	23.4%	1,143	19.5%	21.4%
City of Oceanside	1,449.70	3.3%	131	2.2%	2.7%
Santa Fe Irrigation District	289.30	0.7%	149	2.5%	1.6%
Fallbrook PUD	8,900.00	20.0%	666	11.4%	15.7%
Rincon del Diablo MWD	51.00	0.1%	19	0.3%	0.2%
Carlsbad MWD	449.00	1.0%	16	0.3%	0.6%
<b>Total</b>	<b>44,423.54</b>	<b>1.00</b>	<b>5,862</b>	<b>1.00</b>	<b>100.0%</b>