

# Excelsior/Kings River RCD

## DIRECTORS:

Tony Azevedo, President  
Paul Newton, Treasurer  
Michael Miya, Director  
Ed Esajian, Director  
Tony DeGroot, Director  
Nathan Heeringa, Associate  
Director



680 Campus Dr., Suite E  
Hanford, CA 93230  
(559)772-3651

## Agenda

### Regular Board Meeting Thursday, March 10, 2022 – 9:00AM

***Due to Continued safety and health guidance and restrictions around Covid-19, the Board Meeting will be conducted via online platform ZOOM for public participation and for any director preferring not to meet in person. To log on visit:***

**<https://us02web.zoom.us/j/81184575702?pwd=SnhGeEYrWTNaY0FoeFZGakxJSEe3QT09>**

Meeting ID: 811 8457 5702

Passcode: 048730

- I. Call to order
  - a. Roll Call
  - b. Flag Salute
- II. Public Comment
- III. Meeting Minutes
  - a. February 2022- ACTION
- IV. Correspondence & Mail
- V. Financial Report
  - a. Monthly Treasurer's Report
    - i. January 2022
  - b. Review and Approval of Expenses- ACTION
    - i. KCFB contract invoices (January) - \$2,500- ACTION
- VI. Old Business
  - a. Memorandum of Agreement, USDA NRCS, EKRCDD, & CARCD
- VII. New Business
  - a. Climate Smart Commodities grant presentation- MAAS Energy works- ACTION
  - b. NRCS grant application
  - c. Conflict of interest Policy- ACTION
  - d. Reimbursement Policy- ACTION
  - e. Ethics Training
- VIII. Reports
- IX. Adjournment

Next Regularly Scheduled Meeting  
April 14, 2022

# Excelsior/Kings River RCD

## Director Attendance:

Tony Azevedo, President  
Paul Newton, Treasurer  
Michael Miya, Director  
Ed Esajian, Director  
Tony DeGroot, Director  
Nathan Heeringa, Director



Scheduled Time: **8:00 AM**

Date: **2/17/22**

Location: **KCFB**

In person/Zoom: **BOTH**

## 1. **Call to Order:** 8:10 AM

- a. Roll Call: Tony Azevedo, Paul Newton, Michael Miya, Ed Esajian, Tony DeGroot, Nathan Heeringa
- b. Guests Present: Dusty Ference, KCFB, Pascoe Bowen, KRCD, Johnnie Siliznoff, NRCS, Johnny Gailey, Delta View Water Association

## 2. **Public Comments:**

- a. Johnny Siliznoff introduced himself and informed the board of some potential future funding opportunities.

## 3. **Meeting Minutes:**

- a. A motion was made by Tony DeGroot, seconded by Michael Miya and passed without opposition to approve the November 2021 meeting minutes.

## 4. **Correspondence & Mail:**

- a. Mail was presented to the board

## 5. **Monthly Treasurer Report:**

- a. A motion was made by Paul Newton, seconded by Ed Esajian and passed without opposition to approve the monthly financial report and approved the presented expenses.

## 6. **Old Business**

- a. Pascoe Bowen, KRCD, informed EKRCDC of KRCDs award of the proposition 68 riparian grant and on the current status of the project along with plans for the next phase.

## 7. **New Business**

- a. A motion was made by Paul Newton, seconded by Michael Miya and passed without opposition to approve items A-D as presented.

## 8. **Closed Session**

- a. No reportable actions were taken during closed session.

## 9. **Adjournment:** 9:35 am



**County of Kings**  
**KCFEFS Trial Balance Detail**  
**Transaction Dates Between 2022-01-01 and 2022-01-31**

**Selection Criteria:** Fund(s): 710240 - Excel/Kings River Consvtn, All Keys, All Objects, All Sets  
 Report Generated on Feb 17, 2022 8:10:01 AM

GL Organization Key		FUND	DEPT	FTYP	CATG	SUBF	DIVI	BDUN
710240 - Excel/Kings River Consvtn		710240	000	FIDCRY	SD	0000	0000	000000
Date	Reference	Description	Period	Year	Debit	Credit	Transaction Amount	
10000 - Cash In Treasury								
01/01/2022	JV10573	AutoID: JE011204 Job: 1314105	07	2022	\$28.15	\$0.00	\$28.15	
<b>Object 10000 Total</b>					<b>\$28.15</b>	<b>\$0.00</b>	<b>\$28.15</b>	
84000 - Interest On Current Deposits								
01/01/2022	JV10573	Apportioned interest	07	2022	\$0.00	\$28.15	\$28.15	
<b>Object 84000 Total</b>					<b>\$0.00</b>	<b>\$28.15</b>	<b>\$28.15</b>	
<b>GL Key 710240 Total</b>					<b>\$28.15</b>	<b>\$28.15</b>	<b>\$56.30</b>	



County of Kings  
KCFEFS Trial Balance Summary

Accounting Period 7/2022  
As Of Jan 31, 2022

Selection Criteria: Fund(s) 710240 - Excel/Kings River Consvtn  
Report Generated on Feb 17, 2022 8:10:01 AM

Page 1 of 1

Fund: 710240 - Excel/Kings River Consvtn

GL Account	GL Account Description	Debit Balance	Credit Balance
<b>Assets</b>			
<a href="#">710240-10000</a>	Excel/Kings River Consvtn/Cash In Treasury	12,403.04	
<b>Subtotal - Assets</b>		<b>12,403.04</b>	
<b>Liabilities</b>			
<a href="#">710240-51000</a>	Excel/Kings River Consvtn/Warrants Payable		186.00
<b>Subtotal - Liabilities</b>			<b>186</b>
<b>Fund Balance</b>			
<a href="#">710240-71002</a>	Excel/Kings River Consvtn/Fund Balance Unavailable		27,699.94
<a href="#">710240-71009</a>	Excel/Kings River Consvtn/Fund Balance Available		1,378.05
<b>Subtotal - Fund Balance</b>			<b>29,077.99</b>
<b>Revenue</b>			
<a href="#">710240-84000</a>	Excel/Kings River Consvtn/Interest On Current Deposits		66.81
<b>Subtotal - Revenue</b>			<b>66.81</b>
<b>Expenditure</b>			
<a href="#">710240-92006</a>	Excel/Kings River Consvtn/Communications	191.76	
<a href="#">710240-92028</a>	Excel/Kings River Consvtn/Miscellaneous	791.00	
<a href="#">710240-92047</a>	Excel/Kings River Consvtn/Contractual Services	15,945.00	
<b>Subtotal - Expenditure</b>		<b>16,927.76</b>	
<b>FUND TOTALS</b>		<b>29,330.80</b>	<b>29,330.80</b>
		Fund is in Balance	



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HANFORD, CA 93230-3570 US  
559-584-3557  
dusty.ference@kcfb.org  
www.kcfb.org

## INVOICE

BILL TO  
Excelsior/Kings River RCD  
680 Campus Dr., Suite E  
Hanford, CA 93230

INVOICE 20074007  
DATE 03/07/2022  
TERMS Net 30  
DUE DATE 04/06/2022

ACTIVITY	QTY	RATE	AMOUNT
Services Contract invoice February	1	2,500.00	2,500.00

BALANCE DUE

**\$2,500.00**

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MEMORANDUM OF AGREEMENT  
BETWEEN THE  
United States Department of Agriculture, Natural Resources Conservation Service  
AND  
Excelsior/Kings River Resource Conservation District, State of California  
AND THE  
California Association of Resource Conservation Districts

## I. PURPOSE

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

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

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

## II. BACKGROUND

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

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

The first Conservation District was established in 1937 to provide local leadership in natural resources management. Conservation Districts serve as the link between federal and state agency resources with the local farmers, ranchers, and forest stewards. They are responsible for promoting and carrying out their conservation programs by assisting

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communities and its members develop, apply, and maintain appropriate conservation practices and resource management systems. They are authorized to provide broad area planning and implementation assistance to units of government. They are a focal point for coordinating and delivering technical assistance and funding to their respective communities.

### III. STATEMENT OF MUTUAL BENEFIT

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

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

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

#### A. Locally-Led, Voluntary Conservation

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

The Resource Conservation District agrees to:

- Assist NRCS in promoting USDA programs by participating in outreach and community education activities.
- Advocate for a strong natural resource conservation program by keeping appropriate boards, landowners, legislators, county agricultural commissioners, and other key stakeholders apprised of conservation activities within the District boundaries.
- Assemble and chair the USDA local working group, as chartered under the State Technical Committee and authorized by 7 CFR 610, Part C, to encourage public participation.
  - Encourage diverse participation in local working groups through community outreach and education, to include stakeholders from historically underserved communities.
  - Open local working group meetings to the public and advertise notification of meetings in one or more newspapers, or other communication outlets, including Tribal publications.
  - Develop the agenda and associated materials/information for local working groups and distribute at least 14 calendar days prior to the meeting.
  - Develop and file local working group meeting records within 30 calendar days of the meetings at the local NRCS office.
  - Adhere to local working group responsibilities and standard operating procedures, as documented in NRCS policy (Title 440, Conservation Programs Manual).

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

NRCS agrees to:

- Support outreach activities and ensure the Conservation District is kept informed of NRCS activities and programs on at least a monthly basis. This includes bringing technical and financial assistance opportunities (including matching fund strategies) to the attention of the Conservation District.
- Work cooperatively to solicit and leverage community recommendations to inform priorities that guide the delivery of NRCS conservation programs.
  - Designate a representative to participate in Conservation District meetings and events, including local working group meetings. Alternatively, NRCS will chair the local working group should the Conservation District be unable or unwilling to.
  - Develop and transmit written notifications to the local working group members as to the decisions made in response to their recommendations within 90 days.
- Respond to requests from the Conservation District for technical guidance and assistance.
- Partner with local and Tribal entities and agencies, as well as community groups where possible, to further Conservation District natural resource conservation goals and objectives.
- Attempt to align program priorities within the conservation district with the natural resource concerns identified by the local working group.
- Provide an annual summary of NRCS accomplishments to the Conservation District.

### B. Adherence to Technical Standards

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

The Resource Conservation District agrees to:

- Adhere to Federal, State, Local, and Tribal laws and regulations.
- Adopt NRCS policies and procedures, including the NRCS Field Office Technical Guide (FOTG), and other science-based technical standards as applicable to the local conservation priorities and activities.
- Leverage and promote use of USDA technologies and applications, as appropriate.



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- Assign conservation practice job approval authority to its personnel based on employee knowledge, skill, and ability level, and within applicable laws and guidelines. Obtain NRCS concurrence for job approval for practices involving USDA authorities or programs.
- Participate in local, state, and national opportunities for policy, program, and project development.

NRCS agrees to:

- Develop, update, and disseminate technical standards, policies, and procedures.
- Seek input and comment from communities on natural resource conservation policies and issues.
- Inform the Conservation District and communities when pending statutes, laws, regulations, policies, or procedures may have a significant impact on the community.
- Develop and provide access to USDA technologies and applications to facilitate shared standards, as appropriate.
- Evaluate non-NRCS employees and assign job approval authority in accordance with NRCS policy and consistent with State laws.
- Provide engineering job approval, as based on job class and in accordance with NRCS policy and Federal, State, and local laws, regulations and codes.
- Create and promote opportunities for the Conservation District board members and staff to participate in policy, program, and project development.
- Provide technical or other training for Resource Conservation District employees in conjunction with its own training, or as separate events. Training must be consistent with and support of NRCS's mission objectives. As such, the principle emphasis will be on the support and delivery of field-based conservation technical assistance.

### C. California Association of Resource Conservation Districts (CARCD)

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

CARCD agrees to:

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

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- Develop a board training series to support board effectiveness.
- Provide targeted support to regional networks.
- Develop and disseminate tools for engagement and relationship-building with government decision-makers.

### D. Data and Information Sharing

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

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

## IV. GENERAL PROVISIONS

### A. Period of Performance

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

### B. Amendments

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

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

### C. Transfer of Funding or Non-Monetary Resources

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

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

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

- Cooperative Agreement (2 CFR 200.24), which allows federal agencies to transfer a thing of value to the State, local or Tribal government, or other recipient to carry out a public purpose of support or stimulation authorized by law of the United States.

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- Contribution Agreement (7 CFR 6962a), which is a unique statutory authority allowing NRCS to enter into an agreement with a non-federal entity that shares a mutual purpose in carrying out NRCS programs. All parties must contribute resources to the accomplishment of these objectives.
- Reimbursable Agreement (31 USC 686; PL 90-577), which allows federal agencies to provide specialized or technical services to State and local governments.

## D. Other

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

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

All activities conducted under this MOA shall be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).

## V. SIGNATURES

**USDA Natural Resources Conservation Service**

**Excelsior/Kings River Resource Conservation District**

\_\_\_\_\_  
**Carlos Suarez, State Conservationist**

\_\_\_\_\_  
Tony Azevedo, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**California Association of Resource Conservation Districts**

\_\_\_\_\_  
**Paul Williams, President**

Date: \_\_\_\_\_

**California Department of Conservation**  
**In witness and support of this Memorandum of Agreement**

\_\_\_\_\_  
**David, Bunn, Director**

Date: \_\_\_\_\_

## Appendix A

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

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

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

(b) LIMITATION ON DISCLOSURES. —

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

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

(A) information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in programs of the Department; or

(B) geospatial information otherwise maintained by the Secretary about agricultural land or operations for which information described in subparagraph (A) is provided.

(3) **AUTHORIZED DISCLOSURES.** —

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

(i) when providing technical or financial assistance with respect to the agricultural operation, agricultural land, or farming or conservation practices; or

(ii) when responding to a disease or pest threat to agricultural operations, if the Secretary determines that a threat to agricultural operations exists and the disclosure of information to a person or cooperating government entity is necessary to assist the Secretary in responding to the disease or pest threat as authorized by law.

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

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

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

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

## **EXCELSIOR-KINGS RIVER RESOURCE CONSERVATION DISTRICT**

### **CONFLICT-OF-INTEREST CODE**

The Political Reform Act (Government Code Section 8100, et seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict-of-interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating positions and establishing disclosure categories shall constitute the conflict-of-interest code of the **Excelsior-Kings River Resource Conservation District (District)**.

Individuals holding designated positions shall file their statements of economic interest with the **District**, which will make the statements available for public inspection and reproduction. (Gov. Code Sec. 81008.) Upon receipt of the statements for the General Manager, General Counsel, and Board of Directors, the **District** shall make and retain copies and forward the originals to the **Fair Political Practices Commission**. All other statements will be retained by the **District**.

## Designated Positions

## Disclosure Categories

Board of Trustees	1, 2
General Counsel**	2, 3, 4, 5, 6, 7
General Manager**	2, 3, 4, 5, 6, 7
District Engineer**	2, 3, 4, 5
Consultants/New Position	2, 3, 4, 5

\*\* These positions serve as staff but are independent contractors.

\* Consultant/New position shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitations:

The General Manager may determine in writing that a particular consultant/new position, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the duties and, based on that description, a statement of the extent of the disclosure requirements. The General Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Sec. 81008.)

## Disclosure Categories

- 1. All Investments and Income:** All investments, business positions in business entities, and sources of income (including receipt of gifts, loans, and travel payments).
- 2. Real Property:** All real property located within the District’s jurisdiction, except personal residences. Real property shall be considered within the District’s jurisdiction if the property, or any part thereof, is located within two miles of the District’s jurisdiction, or within two miles of any property the District owns.
- 3. Procurement:** Investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) if the business entity or source provides leased facilities, products, equipment, vehicles, machinery, or services (including training or consulting services) of the type used by the District.
- 4. Regulatory/Licenses/Permits:** Investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) if the business entity or source is subject to the District’s regulatory, permit, or licensing authority.
- 5. Claims:** Investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) if the business entity or source has, during the reporting period, filed a claim or has a claim pending before the District.

6. **Information Technology:** Investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) if the business entity or source provides information technology or telecommunications goods, products, or services (including computer hardware and software companies, computer consultant services, information technology training companies, data processing firms, and media services).
7. **Grant Funding:** Investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) if the business entity or source is the type to receive grants or other funding from or through the District.

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## Excelsior-Kings River Resource Conservation District

### Reimbursement Policy

Approved by the Board of Directors on XX/XX/XXXX

#### I. GENERAL PROVISIONS

Governance: the Board of Directors (Board) for the Excelsior-Kings River Resource Conservation District (District) reviews and approves District policies, including this policy. The Board may choose to delegate responsibility for policy administration to the District's Executive Officer (EO), including but not limited to the development of procedures and internal controls to implement the policy.

Purpose of the Policy: Directors and staff, in the performance of their duties, are required to occasionally travel and/or incur other reimbursable expenses on the District's behalf. The following policy specifies expenses eligible for reimbursement and governs the amount of, and method to claim, reimbursement. Only expenses incurred in the conduct of District business as approved by the EO and/or Board are eligible for reimbursement.

Authority: in accordance with Section 9303 of the Public Resources Code, Directors shall receive no compensation for their services as such, but each shall be allowed reasonable and necessary expenses incurred in attendance at meetings of the directors or when otherwise engaged in the work of the District at the direction of the Board of Directors. The Board of Directors shall fix the amount allowed for necessary expenses. Reimbursement for these expenses is subject to Sections 53232.2 and 53232.3 of the California Government Code.

#### II. TRANSPORTATION

Use of Personal Vehicle: the District shall reimburse Directors and staff for mileage incurred when they use their vehicles to attend conferences or other meetings in furtherance of the District's affairs. The District will reimburse mileage as specified in the District's Vehicle Use Policy.

Rentals: the District shall reimburse Directors and staff for actual and necessary vehicle rental expenses. The District shall only reimburse economy or compact rate vehicles unless (i) such class of vehicle is unavailable; (ii) such class of vehicle is unsuited to the terrain, job or number of people to be transported and a variance is approved by the Board or EO; or (iii) such class of vehicle does not accommodate a disability. The Director or staff shall obtain insurance for the vehicle at the District's expense.

Shuttle, Bus, Taxi, Rideshare (Uber/Lyft) and Public Transportation: these may be used whenever available. Directors and staff are encouraged to use the most cost efficient and environmentally responsible mode of transportation available.

Air Travel or Other Common Carrier Transportation: as necessary for the performance of their

official duties, Directors and staff may use air travel or other mode of common carrier transportation to and from the destination. Directors and staff are encouraged to use the most efficient and inexpensive means available.

### III. LODGING

Lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available. If a group rate is not available, the government rate of the provider of lodging shall be used. If neither the group nor government rates are available, the most economical rate shall be obtained, not to exceed \$300.00 per day. If lodging is not available within the aforementioned parameters due to significant cost of region/area or other factors, Directors and staff shall obtain lodging that is the most cost efficient and economical as the situation allows.

### IV. MEALS AND INCIDENTAL EXPENSES

The actual costs of meals incurred while attending conferences or other meetings in furtherance of the District's business are reimbursable provided a receipt is submitted and the cost is reasonable. If no receipt is available, meal cost reimbursements shall not exceed the Federal General Services Administration meal per diem rate for the location of the meal (<https://www.gsa.gov/portal/content/104877>).

Other small incidental expenses will be reimbursed with approval of the EO or the Board as appropriate and with submission of receipts.

### V. PERSONAL EXPENSES AND OTHER EXPENSES NOT REIMBURSABLE

The District shall not reimburse the cost of transportation, lodging, meals or other costs of travel when such costs are of a personal nature incurred in conjunction with the performance of District official duties. Examples of these costs include, but are not limited to, the following: (i) alcoholic beverages; (ii) parking and traffic violations; (iii) entertainment; (iv) services provided by the provider of lodging; and (v) expenses incurred on behalf of a spouse, dependent, or traveling companion. The EO or Board as appropriate have final authority to decide if an expense is personal and not reimbursable.

### VI. EXPENSE REPORTS

Directors and staff wishing to be reimbursed for expenses must submit a completed Expense Report form to the District's administrative office no later than 30 days after the expenditure. Reimbursable expenses shall be limited to actual and necessary expenses incurred in conducting District business. Expense Report forms shall be accompanied by receipts documenting each expense. If no receipt is available, a written explanation of the expenditure is required.

Furthermore, when expenses are for conference or meeting attendance, the Director or employee will be required to provide a brief report on the conference or meeting to their supervisor or at the next regular Board meeting as appropriate.

#### VII. EXPENSES NOT INCLUDED WITH LIST

Expenses which do not fall within this Policy or Internal Revenue Service reimbursable rates must be approved by the EO or Board of Directors, as appropriate, before the expense is incurred.

#### VIII. CANCELLED TRAVEL

If expenses are prepaid by the District and are not used, the District shall require reimbursement unless the reason for not attending was due to personal illness or an event that impeded good faith efforts to attend. The EO and Board of Directors will review all cancelled travel and determine whether reimbursement is due.