

# **PROGRAM FRAMEWORK**

**Empowering Agriculture Through Collaborative Partnership** 















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# **Regional CropSWAP Program**

#### Section 1: Background

In 2016, Rancho California Water District (Rancho Water) introduced a first-of-its-kind program to agricultural water users in its service area called CropSWAP – Sustainable Water for Agricultural Production. Designed to offer financial incentives to agricultural water users to transition from highwater-use crops to varieties with lower water requirements, the program aimed to alleviate the effects of challenging drought conditions and a declining local agricultural economy. Upon completion, the program provided nearly \$4M in financial incentives for the transformation of hundreds of acres of irrigated agriculture, saving over 800 acre-feet of water per year, and helping struggling farmers to stay in business.

#### **Section 2: Program Description**

Formed through collaboration between Regional Partners, including Rancho Water, Fallbrook Public Utilities District, Rainbow Municipal Water District, Valley Center Municipal Water District, the City of Escondido and the City of Oceanside, the Regional CropSWAP Program (Regional Program) builds upon the successes of its predecessor. With a focus on enhancing efficiency for agricultural water users in western Riverside and northern San Diego Counties, the Regional Program offers financial assistance for both transitioning away from high-water-use crops and adopting agricultural best management practices (BMPs). Through implementation of the Regional Program, the partnering agencies aim to foster sustainable agricultural water use, support local farmers, and contribute to the long-term resilience of the agricultural communities in the region.

## **Section 3: Program Goals and Objectives**

The CropSWAP Program is designed to address significant challenges in agricultural sustainability and profitability within the service areas of the Regional Partners. Its primary mission is to mitigate the adverse effects of water resource constraints and the escalating costs that impact agricultural sustainability. To fulfill these objectives, the program is committed to assisting farmers in overcoming both technical and financial obstacles, empowering them to invest in efficiency improvements. This approach aims to enhance the sustainability and profitability of agriculture, promote responsible resource stewardship, and build resilience within the farming community.



## **Section 4: Funding Sources**

Funding for the Regional Program comes from various sources, including the Regional Partners, contributions made by participating farmers, and collaborators such as the California Department of Water Resources. The Regional Partners will continue seeking additional funding for the Regional Program, ensuring its availability to farmers over the long term.

In order to ensure a fair and balanced allocation of the \$2.25 million reserved for the Partner Agencies, as specified in the original MOU, the Lead Agency shall distribute the funds in the following manner:

Equal Allocation Among Partner Agencies: The Lead Agency shall divide a total of \$1,000,000 equally among the five Partner Agencies, with each Partner Agency receiving a \$200,000 allocation to be utilized within their respective service areas.

The remaining \$1,250,000 shall be made available to customers of any of the Participating Agencies on a first-come-first-served basis.

The Lead Agency, working in collaboration with the Partner Agencies, may reassess and modify this distribution method in the future with the goal of promoting greater equity and ensuring adherence to grant deadlines.



#### **Section 5: Program Overview**

#### **5.1 Eligible Project Categories/Types**

The CropSWAP program offers eligible participants financial incentives for three distinct project types, each designed to provide incentives for sustainable agricultural practices. These projects include a range of options tailored to enhance agricultural efficiency.

#### I. Project Category 1: Comprehensive Crop Upgrades

- Project Type 1: Crop Conversion Projects: Switching from higher-water use crops to lower water-use varieties. It is anticipated that most crop conversion projects completed through the program will involve avocados, citrus, and wine grapes; however, any crop conversion that results in at least 1 acre-foot per acre of water savings annually may be eligible for participation in the Program and will be considered on a case-by-case basis. Crops that are replaced must be removed and replaced on an irrigation block by irrigation block basis. The program does not provide financial assistance for the removal and replacement of individual trees/vines etc., within blocks.
- Project Type 2: Avocado Rootstock Upgrades: Removing mature avocado trees and replacing them with juvenile avocado trees grafted to modern, disease- resistant and salt-tolerant rootstocks. Mature trees that are replaced must be removed and replaced on an irrigation block by irrigation block basis. The program does not provide financial assistance for the removal and replacement of individual trees/vines etc., within blocks.
- Project Type 3: Avocado Tree Stumping: A practice where the upper portion of an avocado
  tree is pruned or cut back significantly, often leaving a short stump. This process is performed
  to rejuvenate the tree, stimulate new growth, and manage its size. Avocado tree stumping
  must be performed on an irrigation block by irrigation block basis. The program does not
  provide financial assistance for stumping of individual trees/vines etc., within blocks.

#### **II. Project Category 2: Irrigation Efficiency Upgrades**

- Project Type 1: Uniformity Improvements: Upgrading irrigation equipment to achieve more
  efficient water distribution. Upgrades typically include new pipes, sprinklers, pressure
  regulators, drip irrigation, and more.
- Project Type 2: Soil Moisture Sensors: Installing soil moisture sensors in irrigated crops involves
  placing devices in the soil to measure moisture levels. These sensors provide real-time data to help
  farmers optimize irrigation, preventing overwatering or underwatering.
- Project Type 3: Scheduling Automation: Irrigation scheduling automation refers to the use of automated systems or technologies to optimize the timing and amount of water applied to crops.
   This involves utilizing sensors, weather data, and sometimes machine learning algorithms to apply the correct amount of water automatically using a control system.



#### III. Project Category 3: Other BMPs (Best Management Practices)

- Project Type 1: Nutrient Management: Installation of direct fertigation systems to deliver fertilizers directly to plants through the irrigation system, allowing for better nutrient management and reducing the risk of over-fertilization or nutrient runoff.
- Project Type 2: Mulching: Spreading a layer of organic material over the soil surface around the crop to retain soil moisture by reducing evaporation, suppress weed growth, regulate soil temperature, and prevent soil erosion.
- Project Type 3: Planting Cover Crops: Planting specific crops primarily to cover and protect
  the soil rather than for harvesting. Cover crops offer several benefits in agriculture,
  including: preventing soil erosion, improving soil fertility, suppressing weed growth,
  enhancing water retention and providing organic matter to the soil as they decompose.

#### **5.2 Incentive Options**

Participants in the Regional CropSWAP program have the flexibility to choose from the project types mentioned above, tailoring their projects to suit their specific agricultural needs and goals. Please note, however, that if a participant received a financial incentive for a Comprehensive Crop Upgrade project, they are not eligible for additional incentives through the Uniformity Improvements project type. This limitation is in effect because the incentive for Comprehensive Crop Upgrades is "comprehensive" and designed to cover the costs of both plant replacement and irrigation upgrades.



## **Section 6: Eligibility and Project Requirements**

This section outlines the essential criteria and conditions for participants to qualify and successfully implement projects within the Regional CropSWAP Program. Aligned with the program's mission of promoting sustainable agriculture, these requirements aim to address water resource efficiency and agricultural sustainability. It's crucial to understand that while these serve as guidelines, eligibility will ultimately be determined by the participant's water agency.

#### **6.1 General Eligibility Requirements**

To participate in the CropSWAP program, participants must meet the following general eligibility criteria:

- I. **Regional Partner Customers:** Participants must be customers of one of the Regional Partners participating in the program. These include:
  - Rancho California Water District
  - Fallbrook Public Utility District
  - Rainbow Municipal Water District
  - City of Oceanside
  - Valley Center Municipal District
  - City of Escondido
- II. **Agricultural Water User:** Participants must be classified as an agricultural water user by their water agency.
- III. **Agency Specific Conditions:** Regional Partners reserve the right to establish agency-specific criteria for determining eligibility to participate in the program. If you wish to enroll, kindly visit the program webpage and initiate the application process.

Meeting these general eligibility requirements is the first step towards participating in the CropSWAP program. Specific project-related eligibility criteria will apply depending on the chosen project type, as outlined in the corresponding project- specific sections of this framework.



#### **6.2 Project-Specific Requirements**

#### I. Project Category 1: Comprehensive Crop Upgrades

- Crop Conversion, Avocado Rootstock Upgrades, and Crop Rejuvenation (stumping)
  - a. For each project type, a minimum of one acre of crop must be replaced, converted, or stumped on a single property or parcel within the Project Area in order to be eligible for receiving financial assistance through the program.
  - b. Participants can combine comprehensive crop upgrade project types (i.e., participate in a crop conversion project and rootstock upgrade).
  - c. The existing crop must not have been removed prior to applying for Program participation, and the irrigation system for the crop must be intact and operable.
  - d. Crops that are replaced must be removed and replaced on an irrigation block by irrigation block basis. This project does not provide financial assistance for the removal and replacement of individual trees/vines etc., within blocks.
  - e. Eligible customers must complete an application, agree to the program's terms and conditions, and receive a notice to proceed prior to the start of the project.
  - f. Projects must be completed within 180 days following project approval.
  - g. Pre- and post-inspections will be conducted to confirm the project area, assess distribution uniformity, and verify the completion of the conversion.
  - h. Incentive disbursement will occur upon project completion, conversion area verification, and the participant's submission of documentation confirming payment for the expenses incurred during the project, such as paid bills, invoices, statements, or receipts.
  - i. Incentive amounts provided will not exceed the verified actual costs incurred for the project.

Participants who receive incentives for this project type are not eligible to receive financial incentives for the same project through the Uniformity Improvements.

#### II. Project Category 2: Irrigation Efficiency Upgrades

- Uniformity Improvements- Irrigation Equipment Upgrades
  - a. Growers must improve uniformity on one or more irrigated acres.
  - b. A free inspection will be conducted prior to any upgrades to determine the necessary irrigation improvements.



- c. Eligibility for financial incentives is restricted to the specific irrigation equipment items recommended by the inspector, and equipment outside of these recommendations will not be eligible for reimbursement.
- d. Eligible customers must complete an application, agree to the program's terms and conditions, and receive a notice to proceed prior to the start of the project.
- e. Projects must be completed within 90 days following the delivery of the recommendations.
- f. Incentive disbursement will occur upon project completion, verification of irrigation upgrades, and the participant's submission of documentation confirming payment for the expenses incurred during the project, such as paid bills, invoices, statements, or receipts.
- h. The incentive cannot exceed the maximum for the project type
   (see Table 1.2), and incentive amounts provided will not exceed 50%
   of the documented project cost.

#### Soil Moisture Sensors

- a. Growers must have one or more acres of agriculture under irrigation.
- b. Eligible customers must complete an application, agree to the program's terms and conditions, and receive a notice to proceed prior to the start of the project.
- c. Soil Moisture Sensors must meet Environmental Protection Agency (EPA) standards to be eligible.
- d. Projects must be completed within 90 days following the notice to proceed.
- e. Incentive disbursement will occur after equipment is installed and the participant submits a receipt and photo/s confirming the installation of the equipment.
- f. The incentive cannot exceed the maximum for the project type (see Table 1.2), and incentive amounts provided will not exceed 50% of the documented project cost.
- Scheduling Automation Remote Valve Control
  - a. Growers must have one or more acres of agriculture under irrigation.
  - b. Eligible customers must complete an application, agree to the program's terms and conditions, and receive a notice to proceed prior to the start of the project.
  - c. Equipment must meet Environmental Protection Agency (EPA) standards to be eligible.



- d. Projects must be completed within 90 days following the notice to proceed.
- e. Incentive disbursement will occur after equipment is installed and the participant submits a receipt and photo/s confirming the installation of the equipment.
- f. The incentive cannot exceed the maximum for the project type (see Table 1.2), and incentive amounts provided will not exceed 50% of the documented project cost.

For certain participating partners, NRCS Environmental Quality Incentives Program (EQIP) or other available program funding must be utilized before accessing CropSWAP funding for irrigation efficiency upgrade projects. In these cases, your application may be denied and will be forwarded to the appropriate contact.

## III. Project Category 3: Other Best Management Practices

- Nutrient Management-Installation of Direct Fertigation System
  - a. Growers must have one or more acres of agriculture under irrigation.
  - b. Eligible customers must complete an application, agree to the program's terms and conditions, and receive a notice to proceed prior to the start of the project.
  - c. Equipment must meet Environmental Protection Agency (EPA) standards to be eligible.
  - d. Projects must be completed within 90 days following the notice to proceed.
  - e. Incentive disbursement will occur after the participant submits a receipt and photo/s confirming the installation.
  - f. The incentive cannot exceed the maximum for the project type (see Table 1.3), and incentive amounts provided will not exceed 50% of the documented project cost.

#### Mulching

- a. Growers must have one or more acres of agriculture under irrigation.
- b. Eligible customers must complete an application, agree to the program's terms and conditions, and receive a notice to proceed prior to the start of the project.
- c. Applicants must ensure that only natural mulch materials, such as wood chips, bark, straw or other plant-based materials are used.
- d. Applicants must ensure that mulch is applied to a minimum depth of 4 inches to be eligible for financial assistance through the program.
- e. Projects must be completed within 90 days following the notice to proceed.



- f. Incentive disbursement will occur after the participant submits a receipt and photo/s confirming the mulch installation.
- g. The incentive cannot exceed the maximum for the project type (see Table 1.3), and incentive amounts provided will not exceed 50% of the documented project cost.

#### Cover Crops

- a. Growers must have one or more acres of agriculture under irrigation.
- b. Eligible customers must complete an application, agree to the program's terms and conditions, and receive a notice to proceed prior to the start of the project.
- c. Projects must be completed within 90 days following the notice to proceed.
- d. Incentive disbursement will occur after the participant submits a receipt and photo/s confirming the cover crop installation.
- e. The incentive cannot exceed the maximum for the project type (see Table 1.3), and incentive amounts provided will not exceed 50% of the documented project cost.



# **Section 7: Incentive Amounts and Payment of Financial Assistance**

#### **7.1 Incentive Amounts**

The incentive amounts reflected below for each project type should be noted as maximum incentives, not intended to cover the entirety of the project costs. It is the participant's responsibility to receive estimates of the total project costs before beginning the application process. Incentive amounts will not exceed \$50,000 per person, per 12-month period.

# I. Comprehensive Crop Upgrades

#### Table 1.1

Туре	Max Assistance Amount (per acre)
Avocado to Winegrape	\$22,500
Citrus to Winegrape	\$15,000
Avocado to Citrus	\$7,500
Avocado Rootstock Upgrades	\$9,000
Crop Rejuvenation (stumping)	\$4,500

# **II. Irrigation Efficiency Upgrades**

#### **Table 1.2**

Туре	Max Assistance Amount
Uniformity Improvements	\$550/acre or \$5,000 max per property – whichever is lower; not to exceed 50% of project cost.
Soil Moisture Sensors	Up to \$250 per sensor; \$2,000 max per property; not to exceed 50% of project cost
Scheduling Automation	Up to \$5,000 per property; not to exceed 50% of project cost



# **III. Other Best Management Practices**

# Table 1.3

Туре	Max Assistance Amount
Nutrient Management	Up to \$3,500 per property; not to exceed 50% of project cost
Mulching	Up to \$2,000 per property; not to exceed 50% of project cost
Cover Crop	\$100 per acre or \$5,000 max per property; not to exceed 50% of project cost

# 7.2 Payment of Financial Assistance

The Program participant will receive payment 45 days after all inspections are completed and/or photo proof is provided, and acceptable documentation of project costs is submitted. Total financial assistance amounts paid shall not exceed the total actual cost of the project.



## **Section 8: Online Application Process**

The Regional CropSWAP program offers a streamlined application process to help agricultural water users access financial support for implementing sustainable practices. Here are some important things to consider before visiting <a href="https://www.RegionalCropSWAP.com">www.RegionalCropSWAP.com</a> to complete the application process:

#### Step 1: Determine Eligibility

Prior to starting the application process, it's important to confirm your eligibility for the CropSWAP program. Ensure that you meet the following general eligibility criteria:

- You are an agricultural water user actively engaged in farming within the program's designated Project Area.
- You are a water customer of one of the Regional Partners supporting the program, such as: Rancho California Water District, Fallbrook Public Utility District, Rainbow Municipal Water District, City of Oceanside, City of Escondido, or Valley Center Municipal District.
- You meet any specific eligibility requirements defined by your water provider.

### **Step 2**: Choose Your Project Category/Type

Decide which project category aligns with your agricultural needs and goals. Within each project category, you can select from various project types to tailor your application to your specific requirements. Please note that participants who choose any projects within the Comprehensive Crop Upgrades category are ineligible to participate in Uniformity Improvement category. The available project categories and types are:

#### **Project Category 1: Comprehensive Crop Upgrades**

Project Type 1: Crop Conversion

Project Type 2: Avocado Rootstock Upgrades

Project Type 3: Avocado Tree Stumping

#### **Project Category 2: Irrigation Efficiency Upgrades**

Project Type 1: Uniformity Improvements

Project Type 2: Soil Moisture Sensors

Project Type 3: Scheduling Automation



#### **Project Category 3: Other Best Management Practices (BMPs)**

Project Type 1: Nutrient Management

Project Type 2: Mulching

Project Type 3: Cover Crops

For a detailed description of each project type, please refer to Section 5: Program Overview. This section provides comprehensive information about the available project types, helping you make an informed decision that suits your specific agricultural requirements.

#### Step 3: Start Gathering Information

Start gathering the necessary information and documentation to complete your application. This includes:

- Water provider name
- Water service account number
- Name of person associated with the water service account
- Property address/APN associated with the water service account
- Project category and type selection

This is a list to get you started. More information may be required for completing the project application.

## Step 4: Visit the Regional CropSWAP Website

Visit <u>www.RegionalCropSWAP.com</u> to review different project types, estimate incentive amounts, and submit your online application.





Step 5: Register or Log into Account

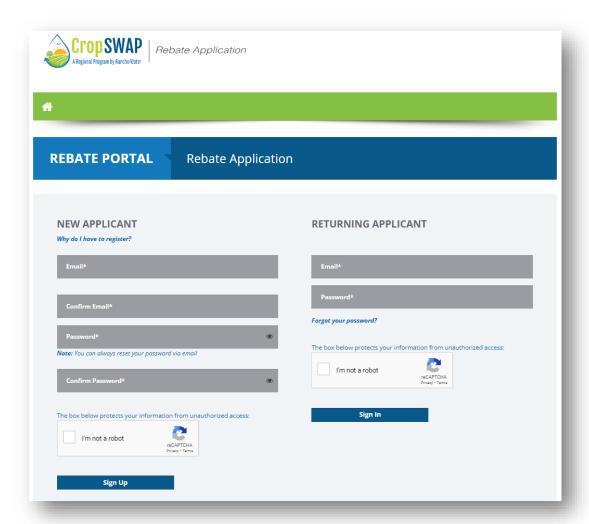
## Logging In:

- a. Click on the 'Submit Your Application' section on the main website to access the Program Portal.
- b. If you have previously registered for an account, go to the 'Returning Applicant' section, and enter your credentials.

# **Registering for a New Account:**

If you have never participated in a past Regional CropSWAP project, follow these steps to register for an account:

- a. Click on the 'Submit Your Application' section on the main website to access the Program Portal.
- b. Go to the 'New Applicant' section.





- c. Provide your email address and create a secure password.
- d. Complete the verification process by clicking the 'I'm not a robot' checkbox.

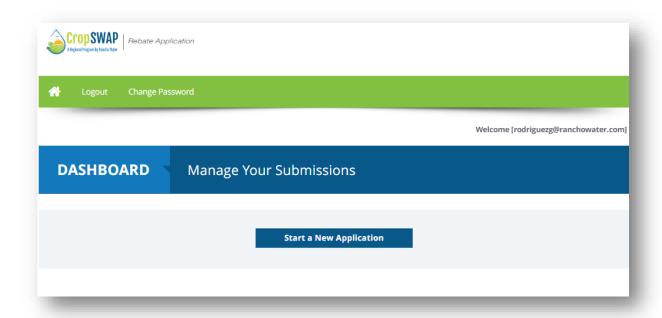
\*Note: Participants who have previously participated in the original CropSWAP program with Rancho Water will also need to register for a new account.

## **Step 6**: Select Your Project of Interest

Once you've successfully logged into your account, you will access the 'Manage Your Submissions' dashboard. Here, you can initiate new applications, oversee ongoing applications, and upload essential documentation for existing projects.

## **Starting a New Application**

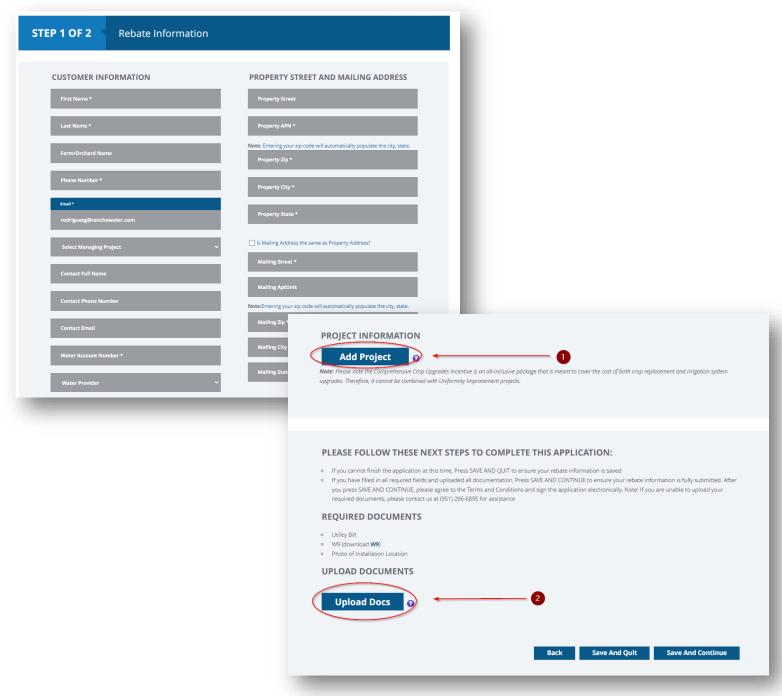
To begin a new application, simply click on 'Start a New Application.





## Step 7: Fill out the Application

Upon starting a new application, you will be required to fill out customer and property information for the project. Each project type will require a separate application form. Ensure that you diligently fill out all the required fields to facilitate the processing of your application. Please be aware that any incomplete fields may result in disqualification or delays in the processing of your application. If you have questions about specific fields within the application, don't hesitate to reach out to the program administrator for guidance. Once you input your customer information you can select your project type and upload the required documents.

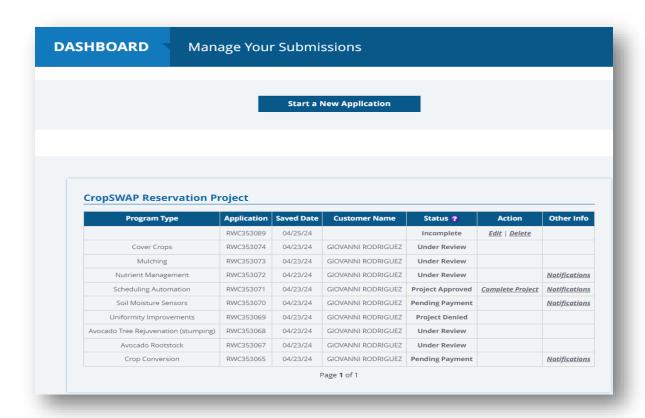




#### Step 8: Review Application Status

After submitting the application and accepting the Terms and Conditions, you can access its details on the dashboard section of the portal. These details include the program identification number, application number, submission date, participant name, the current status of the application, and an 'Action' section that allows you to update the status of the project. Additionally, there is an 'Other Info' section for recording confirmations at each project stage.

If the application was submitted successfully, the participant will receive a 'Reservation Confirmation Email' summarizing the application and outlining the terms and conditions.



Step 9: Application Approval or Denial

Depending on the project type, participants may either receive automatic project approval or be required to enter into a separate participation agreement with their water agency before approval is granted. It's crucial to highlight that participants should refrain from starting their project until they have received an official approval email. Starting the project before receiving the approval letter will result in the denial of the application.

Once you have received an approval email, the status of your application will transition from 'Under Review' to Project Approved.' The approval email will provide essential details, including

the project's start date, completion date, and the final date allowed for submitting invoices, receipts, and photos.

In the event that the project is denied, the participant will be promptly notified via a denial email. Additionally, the Program Administrator will establish contact to facilitate further discussion and provide assistance as needed.

#### **Step 10**: Start of Construction

After you receive your approval email, you can begin your project. Engage in the project activities as outlined in the approval email. Ensure that you adhere to project-specific requirements, such as project completion timelines and standards.

## **Step 11**: Document Your Expenses

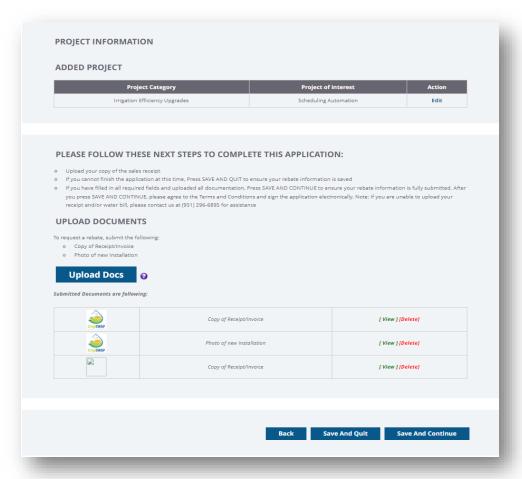
Keep records of all expenses incurred during the project, including paid bills, invoices, vouchers, statements, or receipts. These will be required for incentive disbursement.

#### **Step 12**: Project Completion

After completing your project, log into your account and update the project status by clicking on 'Complete Project' under 'Action.' Clicking on this option will direct you to the Completion Notice Form, where you will need to confirm the completion date and upload all invoices, receipts, and supporting documentation outlining the total expenses you incurred during the project. Please note that the total project cost must be equal to or greater than the incentive amount in order to receive the full reimbursement. Upon successfully uploading the supporting documentation, you will receive a Completion Notification Email.

Scheduling Automation	RWC353071	04/23/24	GIOVANNI RODRIGUEZ	Project Approved	Complete Project	<u>Notifications</u>
Soil Moisture Sensors	RWC353070	04/23/24	GIOVANNI RODRIGUEZ	Pending Payment		<u>Notifications</u>





#### We've Received Your Regional CropSWAP Project Completion Application # RWC353072

#### Site Information:

RODRIGUEZ 12345 MAIN ST

TEMECULA, CA 92590

Application Number: RWC353072

Date: 04/25/24

#### Dear RODRIGUEZ,

You're one step closer to receiving a rebate for your Nutrient Management! Your rebate confirmation # is RWC353072. Please allow up to 3 weeks for us to process your submitted application. You will receive an email update once our team has processed your application. You can also click here to visit the rebate application portal and review the status of your rebate.

Thank you,

Regional CropSWAP Rebates Program

Phone: (951) 296-6895

 ${\bf Email: apply@Regional CropSWAP.com}$ 



#### Step 13: Documentation Review

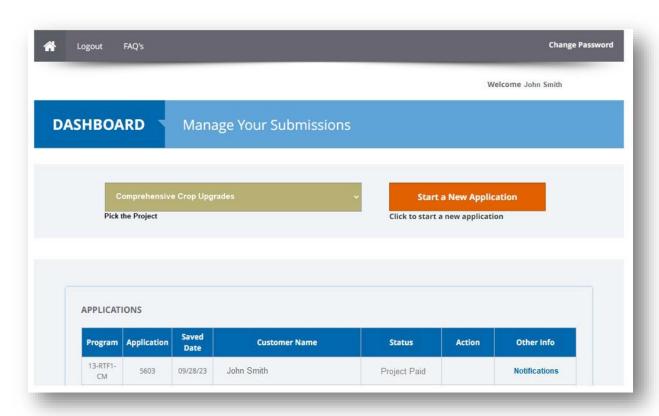
After you submit the supporting documentation for your project, our program administrator will conduct a thorough review to ensure all information is accurate and complete. If there are any discrepancies or issues with the documentation, the program administrator will contact you for clarification or additional information.

For some project types, a post-inspection may be necessary for verification purposes. In such cases, the project administrator will reach out to you to schedule the inspection. Please note that not all projects require a post-inspection, and verification can be achieved through the supporting documents you uploaded during the application process, such as photos and receipts.

#### **Step 14**: Incentive Disbursement

Upon successful completion of all verification procedures, the Program Administrator will initiate the reimbursement process for participants. All reimbursements will be disbursed by check to the billing address provided on the application. Please be aware that the reimbursement process may take up to 45 days from the date of documentation approval.

Once the reimbursement check has been mailed, you will notice a change in the status of your application from 'Construction Notice Approved' to 'Project Paid,' indicating that the incentive amount has been processed and sent to you.



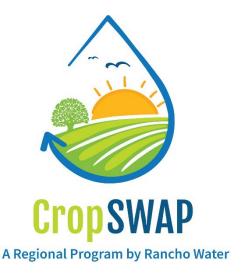


#### **Section 9: Program Terms and Conditions**

#### **Regional CropSWAP Program Terms and Conditions**

By checking the box below, I, the undersigned Program Participant, certify that I have read, understand, and agree to the following terms and conditions for participating in the Regional CropSWAP Program (the "Program") administered by Rancho California Water District (Program Administrator):

1. **Eligibility:** I am an agricultural water customer of a participating Regional Partner (Rancho California Water District, Fallbrook Public Utilities District, Rainbow Municipal Water District, Valley Center Municipal Water District, or City of



Oceanside) and meet all Program eligibility requirements outlined in the Program Framework. I have not begun my project and will not begin my project prior to receiving written approval to proceed.

- 2. **Project Requirements:** I will complete the project in strict accordance with all requirements detailed in the Program Framework, including but not limited to crop types, acreage, irrigation system specifications, and completion deadlines. I understand that failure to adhere to Program requirements may result in disqualification and ineligibility for incentive payments.
- 3. Access: I grant the Regional Partners' Program Administrator and their authorized representatives reasonable access to the project site before, during, and after project completion for the purposes of site inspections, project verification, and water consumption monitoring, which may include the use of drone aerial imagery in areas with difficult topography. Access must be provided to the project area for up to three years following project completion.
- 4. **Documentation:** I will provide all required documentation, including but not limited to paid project receipts, invoices, permits, and certifications, to verify project costs and compliance with Program requirements. I am solely responsible for all upfront costs and any project costs not covered by the incentive.
- 5. **Incentive Payments:** I understand that incentive amounts are not guaranteed, are subject to funding availability, and may be reduced or eliminated due to circumstances beyond the control of the Program Administrator or the Regional Partners. Incentives will be paid only after the project is completed, inspected, and approved by the Program Administrator.
- 6. **Taxes and Fees:** I am responsible for any and all tax liability, fees, or other charges associated with the project incentive payment. I agree to provide necessary tax documentation requested by the Program Administrator or Regional Partners.
- 7. **Ownership and Maintenance:** I certify that I am the property owner or have obtained full written consent and authorization from the property owner to participate in the Program. I assume full responsibility for the project's completion, operation, and ongoing maintenance in accordance with best management practices for water conservation and efficiency. I agree to make commercially reasonable



efforts to sustain agricultural production in connection with the Project and will make good faith efforts to follow best management practices for the Project operation.

- 8. Hold Harmless and Waiver: I agree to hold the Regional Partners, Program Administrator, and their respective officials, officers, employees, and agents harmless from and against any and all liabilities, losses, costs, damages (including but not limited to equipment damage and/or crop failure), attorney's fees, and any other expenses that I may sustain or incur as a result of the Project or participation in the Program. IN NO EVENT WILL THE REGIONAL PARTNERS OR PROGRAM ADMINISTRATOR BE LIABLE TO ME IN ANY MANNER WHATSOEVER FOR GENERAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, AND I EXPRESSLY WAIVE ANY SUCH CLAIMS.
- 9. **Indemnification:** I shall defend, indemnify, and hold harmless the Regional Partners, Program Administrator, and their officers, directors, employees, and agents from any and all claims, suits, causes of action, losses, damages, fines, penalties, costs, and expenses (including attorney's fees) of any kind, in law or in equity, arising out of, pertaining to, or related to my participation in the Program or the project, including without limitation any acts, errors or omissions, or willful misconduct of myself or my officers, directors, employees, and agents, except to the extent caused by the gross negligence or willful misconduct of the Regional Partners or Program Administrator. My obligation to indemnify will not be restricted to insurance proceeds, if any, received by myself or the indemnified parties.
- 10. **Disclaimer of Warranties:** The Regional Partners and Program Administrator make no representations or warranties, expressed or implied, regarding the design, installation, construction, reliability, performance, operation, maintenance, or any use of the project or equipment. I am solely responsible for the selection, use, and operation of the equipment and materials installed as part of the project.
- 11. Compliance with Laws: I am responsible for ensuring the project complies with all applicable federal, state, and local laws, codes, ordinances, policies, and regulations. I will obtain any necessary permits and ensure any hired contractors abide by licensing and labor law requirements. I acknowledge that California Labor Code Sections 1720 et seq. and 1770 et seq. (Prevailing Wage Laws) mandate the payment of prevailing wage rates and the fulfillment of other obligations on specific "public works" and "maintenance" projects governed by the Prevailing Wage Laws, and that if the Project is an applicable "public works" or "maintenance" project, and the total compensation exceeds \$1,000, I will ensure (1) my contractor and all subcontractors will comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1); and (2) pursuant to Labor Code Sections 1725.5 and 1771.1, my contractor and all subcontractors performing covered work will be registered with the Department of Industrial Relations. My contractor will maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. I understand that the work may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It is my sole responsibility to comply or cause any contractors or subcontractors to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against myself, a contractor or any subcontractor that affect the project, including any delay, will be my sole responsibility. I agree to defend, indemnify and hold the Regional Partners, Program Administrator and their officials, officers, employees and agents free and harmless from any claim or



liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws, including without limitation any claim or liability arising out of stop orders issued by the Department of Industrial Relations against myself, my contractors, or any subcontractor.

- 12. **Water Consumption Monitoring:** I authorize the Regional Partners to monitor and analyze my agricultural water consumption and usage data for the purpose of evaluating Program effectiveness and water savings. I agree this data may be shared with other agencies and used in reports, while protecting personally identifiable information.
- 13. Additional Condition for Rancho California Water District Participants: I acknowledge that following the completion of conversions for which financial assistance was provided, the water allocations for the converted areas will be reduced to reflect the needs of the newly planted crop.
- 14. **Recordation of Covenants:** I acknowledge that the Regional Partners may require me or the property owner to execute and record an instrument with these terms and conditions and/or additional terms and conditions, as a condition to my participation in the Program and receipt of incentives, which would run with the land and inure to the benefit of and bind the heirs, successors, and assigns of myself or the property owner.
- 15. **Project Publicity:** I grant the Regional Partners the right to use details and photographs of my project for promotional and educational purposes, while allowing them to share project information with other agencies. No personal identifying information will be published without my express written consent.
- 16. **Dispute Resolution:** Any disputes arising out of or relating to this agreement or the Program shall be resolved through mediation or arbitration conducted by the participants' water agency in the county where the Regional Partner is located.
- 17. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the State of California.
- 18. **Entire Agreement:** This agreement constitutes the entire understanding between the parties regarding the Program and supersedes all prior representations, agreements, or understandings, whether written or oral. No changes or modifications to this agreement shall be valid unless made in writing and signed by both parties.

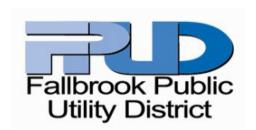
By checking the box below, I certify that I have read, understand, and agree to be bound by the Regional CropSWAP Program Terms and Conditions and Program Framework. I acknowledge and agree that participation in the Program is voluntary, and I willingly agree to all the terms and conditions contained herein and the Program Framework. I affirm that the information provided in my application is true and accurate to the best of my knowledge. I understand that any false, misleading, or incomplete information may result in the denial or revocation of incentive payments and possible legal action. I agree that my electronic signature and delivery will have the same legal effect as a handwritten signature and will be evidence of my intent to be legally bound by the Regional CropSWAP Program Terms and Conditions.

[] I have read, understand, and agree to the Regional CropSWAP Program Terms and Conditions.



# **Regional Partners**









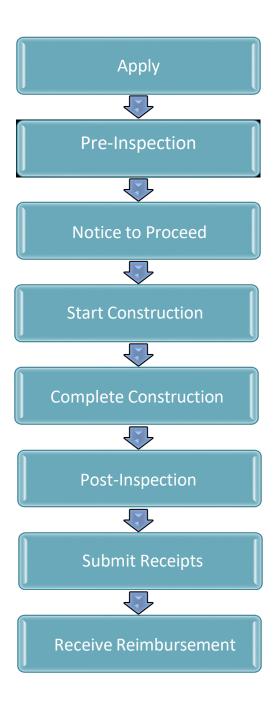






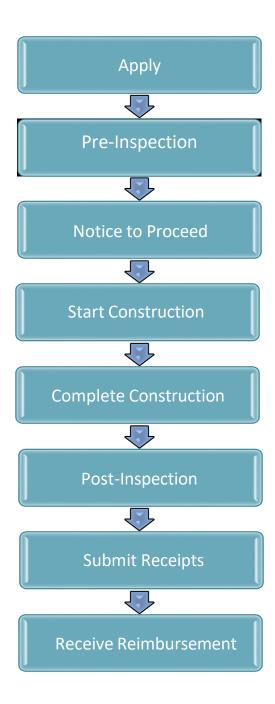
# **Section 10: Participation Process**

# 10.1 Crop Conversions, Avocado Rootstock Upgrades, Avocado Tree Rejuvenation





# **10.2** Uniformity Improvements





# 10.3 Soil Moisture Sensors, Scheduling Automation, Nutrient Management, Mulching, Cover Crop

