

Board Meeting Packet

Temecula-Elsinore-Anza-Murrieta Resource Conservation District
Regular Meeting of the Board of Directors

Thursday, October 8, 2026, at 4:00 PM

Truax Building
41923 Second Street, Fourth Floor
Temecula, CA 92590

This packet contains:

- Minutes – Regular Board Meeting, September 10, 2026
- Financial Report – For the Period Ended September 30, 2026
- Policy Manual Series 1000 (Amended) – Staff Memo and Proposed Text
- Policy Manual Series 1000 – Redline
- Vegetation Management Contractor Services Agreement – Riverside County Flood Control (FY 2026/27)
- Conservation Technician Update – September 2026
- The Nature Conservancy Press Release – Signing of Landmark Wildlife Connectivity Legislation
- News Article – “Crossing for Survival,” Kindness Happens Here, October 2026

Prepared by

Clifton Meek, District Manager

Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD)

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MINUTES

**Temecula-Elsinore-Anza-Murrieta Resource Conservation District
Regular Board Meeting
Thursday, September 10, 2026, at 4:00 PM**

**Truax Building
41923 Second Street, Fourth Floor
Temecula, CA 92590**

I. PRELIMINARY FUNCTIONS

Call to Order – 4:01 p.m. President Biancardi called the meeting to order. Director Kuhn led the Pledge of Allegiance. Meeting recorded by Zoom.

Roll Call/Establish a Quorum

Directors Present: Teri Biancardi, President; Stuart Kuhn, Vice President; Newt Parkes, Secretary-Treasurer; Rose Corona, Director.

Directors Absent: Arturo Garcia, Director.

Also Present: Clifton Meek, District Manager; Kit Swift, Conservation Technician.

Public Guests: Michael Miller (via Zoom).

A quorum was established.

Approval of Agenda

Director Parkes moved, and Director Kuhn seconded, to approve the Agenda as presented. Upon voice vote, the motion passed unanimously.

Biancardi: Aye

Corona: Aye

Kuhn: Aye

Parkes: Aye

Public Comment

No public comment was offered.

II. CONSENT CALENDAR:

The consent calendar consisted of the prior meeting minutes and the bills and reimbursements.

Director Parkes moved, and Director Kuhn seconded, to approve the consent calendar as presented. Upon voice vote, the motion carried:

Biancardi: Yes

Corona: No

Kuhn: Yes

Parkes: Yes

Director Corona stated for the record her objection that the minutes do not reflect what occurred at the meeting.

III. ACTION ITEMS:

1. Subject: Memorandum of Understanding with The Nature Conservancy – I-15 Rainbow Canyon Wildlife Crossing

Background: The MOU formalizes the District's existing partnership with The Nature Conservancy (TNC) on the WCB-funded wildlife crossing, including a \$210,000 TNC in-kind match. It is non-binding, transfers no funds, expires July 12, 2029, has been reviewed by counsel and executed by TNC, and has no fiscal impact.

Director Parkes moved, and Director Kuhn seconded, to authorize the District Manager to execute the Memorandum of Understanding with The Nature Conservancy for the I-15 Rainbow Canyon Wildlife Crossing Planning Project. Upon voice vote, the motion carried:

Biancardi: Yes

Corona: No

Kuhn: Yes

Parkes: Yes

Director Corona stated her opposition and requested that her reasons be included in the minutes: that the MOU does not clearly reconcile TNC's \$210,000 contribution with amounts already approved under the WCB grant, does not clearly preserve board approval over material contractor scope, budget, and payment decisions, and that the board may not see final terms or later changes.

2. Subject: Adoption of Resolution No. 2026-01 Amending the Conflict of Interest Code

Background: The District's code was last amended in 2020 and no longer reflects current positions. County Counsel has approved the amended code, which takes effect upon approval by the Riverside County Board of Supervisors.

Director Parkes moved, and Director Kuhn seconded, to adopt Resolution No. 2026-01 amending the Conflict of Interest Code and to direct the District Manager to submit the amended code and resolution to the Riverside County Board of Supervisors for approval. Upon voice vote, the motion carried:

Biancardi: Yes

Corona: Yes

Kuhn: Yes

Parkes: Yes

3. Subject: California Fire Foundation Grant – Authorization to Accept Funds

Background: The application would continue and expand the Home Hardening Program beyond the current IECF grant. Any contract for awarded funds would return to the board for vote before expenditure; there is no fiscal impact at this time.

Director Kuhn moved, and Director Parkes seconded, to authorize the District to accept any funds awarded through the California Fire Foundation grant program and to authorize President Biancardi to execute the grant funds authorization letter on behalf of the District. Upon voice vote, the motion passed unanimously:

Biancardi: Yes

Corona: Yes

Kuhn: Yes

Parkes: Yes

4. Subject: Subcontract Agreement with Integral Ecology Research Center – Restore California Regional Reclamation Training Initiative

Background: The District and SAWA were selected by IERC as a regional training team under the CDFW-funded Restore California Regional Reclamation Training Initiative. The District will receive up to \$206,668 in cost-reimbursement funding for staff time, travel, and supplies, including 40-hour HAZWOPER certification for the Conservation Technician. No general funds are required.

Director Kuhn moved, and Director Parkes seconded, to authorize the District Manager to execute the subcontract agreement with IERC for participation in the Restore California Regional Reclamation Training Initiative in an amount not to exceed \$206,668, pending review and approval of counsel, and to take all administrative actions necessary to implement the agreement on behalf of the District. Upon voice vote, the motion carried:

Biancardi: Yes

Corona: No

Kuhn: Yes

Parkes: Yes

IV. DISCUSSION/INFORMATION ITEMS:

1. Subject: District Manager Report

The District Manager reported that the District is in sound financial condition. The annual audit is expected to conclude in October or early November. Approximately \$270,000 in easement values recorded as fixed assets will likely be removed following the audit, with no effect on operations. A \$175,000 reserve has been established, and the second \$49,000 payment from the Regional Forest and Fire Capacity grant was received. Additional staff or a contractor may be needed if all pending grants are funded.

2. Subject: Project Updates

- Rainbow Canyon I-15 Wildlife Crossing: The quality management plan and permitting coordination with Caltrans and RCA are underway; approximately \$60,000 of the \$3.9 million grant has been spent to date.
- Greer Ranch: SAWA completed the pre-construction survey and will remove dead and overgrown vegetation through the end of September.
- Whitewood and Kiley Properties: Property analysis records are under review for both sites.

- Clinton Keith Property: The County removed accessible dumped trash and installed a fence; funding is being sought for the remaining cleanup.
- Riverside County Flood Control: The District received a two-year vegetation management contract totaling \$400,000, to be presented at the next board meeting.
- Home Hardening: Eighty-nine assessments have been completed, and the program is pivoting toward a regional newsletter.
- Cannabis Restoration Grant: CDFW reported reduced funding for the coming fiscal year; staff will meet with CDFW on next steps.
- Other Grants: The California Fire Foundation application is due Monday. Healthy Soils and SWEEP decisions are pending.

3. Subject: SAWA Update

Director Biancardi reported on performance metrics for SAWA's Executive Director and the ongoing search for James Law's replacement.

4. Subject: Governance Briefing

The board continued its review of the District's enabling legislation with Public Resources Code Code Division Nine, Section 9001, noting that the District's authority is permissive and that its work proceeds through partnership.

V. DIRECTORS' REPORTS

Director Kuhn reported on an application to serve as an NRCS Technical Service Provider for engineering services.

VI. ADJOURNMENT

There being no further business to come before the board, the board unanimously voted to end the meeting.

FUTURE AGENDA ITEMS:

Riverside County Flood Control vegetation management contract for board approval.

Newt Parkes, Secretary

October 8, 2026

Date Approved by Board

Financial Report

Temecula-Elsinore-Anza-Murrieta Resource Conservation District
For the period ended September 30, 2026

Prepared on
October 5, 2026

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Profit and Loss

September 2026

	Total
INCOME	
Investments	
Interest Income	4,563.87
Total Investments	4,563.87
Total Income	4,563.87
GROSS PROFIT	4,563.87
EXPENSES	
General and Administration	
Advertising and Marketing	192.03
Computer, Data and Software	123.95
Legal Fees	360.96
Quickbooks-Accounting	216.00
Storage	132.00
Telephone, Telecommunications	40.00
Travel and Meetings	
Travel	1,430.15
Total Travel and Meetings	1,430.15
Total General and Administration	2,495.09
SERVICE COSTS	
Grant Administration Expense	
Consultants and Contracts	
Consultant	10,618.28
WCB Consultants	31,495.50
Total Consultants and Contracts	42,113.78
Total Grant Administration Expense	42,113.78
Total SERVICE COSTS	42,113.78
Total Expenses	44,608.87
NET OPERATING INCOME	-40,045.00
NET INCOME	\$ -40,045.00

Balance Sheet

As of September 30, 2026

	Total
ASSETS	
Current Assets	
Bank Accounts	
California Class	
CC - Adeline CE Interest	42,329.17
CC - Greer Ranch CE Interest	31,526.21
CC - Historic Funds	55,583.88
CC- General Fund	156,340.91
CC- Team RCD Interest	1,740.62
CC- TeamRCD Reserve Account	175,549.19
CC- WCB Grant Interest	6,256.61
CC- Whitewood	15,047.08
CC-Flood Control	0.03
CC-WCB Grant	983,570.29
Total California Class	1,467,943.99
Chase CD	
Chase CD - Benton Channel	165,000.00
Chase CD - Greer Ranch	125,000.00
Chase CD-4631	100,000.00
Total Chase CD	390,000.00
Checking/Savings	
Chase General - 0592	66,772.43
Total Checking/Savings	66,772.43
Total Bank Accounts	1,924,716.42
Total Current Assets	1,924,716.42
Fixed Assets	
Adeline Farms Easement	162,750.00
Clinton Keith Land	475,000.00
Greer Ranch Easement	110,000.00
Total Fixed Assets	747,750.00
TOTAL ASSETS	\$2,672,466.42
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	14,966.50
Total Accounts Payable	14,966.50
Credit Cards	
Chase 8053	1,713.40
Total Credit Cards	1,713.40
Total Current Liabilities	16,679.90

	Total
Total Liabilities	16,679.90
Equity	
Retained Earnings	2,728,095.06
Net Income	-72,308.54
Total Equity	2,655,786.52
TOTAL LIABILITIES AND EQUITY	\$2,672,466.42

Statement of Cash Flows

September 2026

	Total
OPERATING ACTIVITIES	
Net Income	-40,045.00
Adjustments to reconcile Net Income to Net Cash provided by operations:	
Accounts Payable	-8,224.40
Chase 8053	-466.71
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	-8,691.11
Net cash provided by operating activities	-48,736.11
NET CASH INCREASE FOR PERIOD	-48,736.11
Cash at beginning of period	1,973,452.53
CASH AT END OF PERIOD	\$1,924,716.42

Temecula-Elsinore-Anza-Murrieta Resource Conservation District

Bills and Applied Payments
September 2026

Date	Transaction type	Transaction number	Memo/Description	Amount	Open balance
CARCD					
09/08/2026	Bill Payment (Check)	hISNPvLCQtueVUI6qPKjs		-	
				23,190.90	
08/31/2026	Bill		Payroll invoice for staff hours and salaries for August 2026 View this bill in Ramp: https://app.ramp.com/s/bill-pay/bills/22047289-2fd2-459c-b1f4-7377e9aca83c	23,190.90	0.00
County of Riverside-Controller					
09/24/2026	Bill Payment (Check)	FgSiMi8ITX+2UsYKoSiLV		-158.24	
07/01/2026	Bill	AC0000002307	LAFCO fees and admin fees for fiscal year 2026/27 View this bill in Ramp: https://app.ramp.com/s/bill-pay/bills/ac46a3d0-281d-4049-87a4-9bd02439a804	158.24	0.00
Jacobs Engineering Group					
09/10/2026	Bill	TEAM0001-001	Professional services for Rainbow Canyon wildlife crossing planning and design View this bill in Ramp: https://app.ramp.com/s/bill-pay/bills/deedc666-ab02-45f4-bbb1-f5937b01c12d	16,529.00	0.00
09/17/2026	Bill Payment (Check)	xJQzEk4BR/KChkNhKSgxC		-	
				16,529.00	
Mission Resource Conservation District					
09/16/2026	Bill Payment (Check)	zC1QxvPcRI6EpguKxe99p		-	
				10,618.28	
05/06/2026	Bill	IV-00-279118	Water Efficiency Technical Assistance Program management and technical testing services View this bill in Ramp: https://app.ramp.com/s/bill-pay/bills/757375d4-b119-4842-a784-f47558b806f0	10,618.28	0.00
Riverside Office of County Counsel					
09/18/2026	Bill	140676	Legal services for MOU review and conflict of interest code View this bill in Ramp: https://app.ramp.com/s/bill-pay/bills/4128f3dd-907a-41c8-b662-810f5670a07b	360.96	0.00
09/24/2026	Bill Payment (Check)	VAvsrthrREyCgncuUSeea		-360.96	

**TEMECULA-ELSINORE-ANZA-MURRIETA RESOURCE CONSERVATION DISTRICT
BOARD MEETING — OCTOBER 8, 2026**

TO: Board of Directors, TEAMRCD
FROM: Board President / Acting General Manager
DATE: October 8, 2026
RE: Adoption of Policy Manual Series 1000 (Amended)

Policy Manual Series 1000 (Governance Foundation Policies)

Background

Per the Policy Manual Modernization effort, staff has prepared a condensed version of Series 1000 (Policies 1000 through 1080) for adoption, reducing this section from approximately 20 pages to approximately 3 pages while retaining all substantive legal requirements. This includes the Board's purpose, general district policies, adoption/amendment procedures, conflict of interest reference, public complaint and claims procedures, public records copying fees, public contributions, and fee-for-service authority.

Proposed Action

Amend Policies 1000 through 1080 in the District Policy Manual. The full text of the proposed amendment follows below, with staff notes in red italics explaining each condensation.

POLICY TITLE: Purpose of Board Policies
POLICY NUMBER: 1000

1000.1 It is the intent of the Board of Directors of the Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAMRCD) to maintain a manual of policies and procedures. The manual contains the Board's current policies and procedures and serves as a resource for Directors, staff, and members of the public in determining how District business is conducted.

1000.2 If any policy in this manual conflicts with applicable law or regulation, the law or regulation shall prevail.

1000.3 For matters not addressed in this manual, refer to Division 9 of the California Public Resources Code.

[No substantive change from current 1000.10–1000.30. District name normalized to TEAMRCD. Renumbered for consistency.]

POLICY TITLE: General District Policies
POLICY NUMBER: 1010

1010.1 TEAMRCD's mission is to protect and conserve the natural resources of the Temecula, Elsinore, Anza, and Murrieta region through watershed protection, wildfire resilience, habitat restoration, and public education, in cooperation with landowners and partner agencies.

1010.2 The District carries out this mission through:

1010.2.1 Watershed protection and restoration, including partnership with the Santa Ana Watershed Association;

1010.2.2 Wildfire resilience and defensible space programs, including habitat restoration and invasive species removal;

1010.2.3 Public education programs for schools and the community on conservation and water use;

- 1010.2.4 Cooperation with private land owners, as well as local, state, and federal agencies on land use, storm water management, and best conservation practices;
- 1010.2.5 Implementation of projects that facilitate wildlife connectivity;
- 1010.2.6 Conservation of natural and agricultural lands;
- 1010.2.7 Preparation of an Annual Budget Plan by June 30;
- 1010.2.8 Support of any MOU with Riverside-Corona Resource Conservation District, Inland Empire RCD, Mission RCD, San Jacinto Basin RCD, Regional Conservation Authority, Rivers and Lands Conservancy, Riverside Flood Control, and any other agency the Board duly adopts future MOUs with.

1010.3 All employees shall be provided a copy of this manual.

[Condensed from ~4 pages with ~30 individually numbered goals, several referencing inactive programs. Reference to wildlife connectivity and natural/agricultural conservation added to reflect existing District programs. MOU list at 1010.2.8 preserved with the addition of San Jacinto Basin RCD, and removal of Antelope Valley RCD.]

POLICY TITLE: Adoption/Amendment of Policies

POLICY NUMBER: 1020

- 1020.1 Adoption of or amendment to a policy may be initiated by any Director or the District Manager, by submitting a written draft to the District Manager for inclusion on a regular Board meeting agenda.
- 1020.2 Adoption or amendment requires a 3/5 affirmative vote of the entire Board of Directors at a regular meeting.
- 1020.3 Proposed new or amended policies shall be included in the agenda packet and made available to each Director at least 72 hours before the meeting, per the Brown Act (Cal. Gov. Code § 54954.2).

[No substantive change. Already concise and legally appropriate.]

POLICY TITLE: Conflict of Interest

POLICY NUMBER: 1030

- 1030.1 The District has adopted a Conflict of Interest Code (the “Code”) pursuant to the Political Reform Act of 1974 (Gov. Code § 81000 et seq.). The Code governs disclosure of assets and income by designated employees, disqualification from acting where a conflict exists, and the categories of assets and income subject to disclosure. The Code has the force and effect of law. The current Code is maintained as an attachment to this policy.

[Condensed to the introductory paragraph only; full Code text maintained as an attachment rather than embedded in the policy body, per the March 27, 2026 editorial assessment recommendation.]

POLICY TITLE: Public Complaints (Non-Tort Claims)

POLICY NUMBER: 1040

- 1040.1 The Board desires that public complaints be resolved at the lowest possible administrative level, through a logical and systematic process.
- 1040.2 A public complaint is an allegation by a member of the public that a District policy or state or federal statute has been violated or misinterpreted, to that individual's detriment.
- 1040.3 Complaints shall first be discussed informally with the District Manager, who shall memorialize any decision in writing. If unresolved, the individual may file a written complaint with the Board within ten days of the District Manager's decision; the Board shall resolve the matter expeditiously and memorialize its decision in writing.
- 1040.4 This policy does not prohibit or discourage any member of the public or staff from addressing the Board directly regarding Board actions, District programs, or matters before the Board.

[Condensed; substance unchanged.]

POLICY TITLE: Claims Against the District

POLICY NUMBER: 1050

1050.1 This policy governs processing of property damage and other tort claims against the District. It does not modify the requirements of the California Tort Claims Act (Cal. Gov. Code § 810 et seq.).

1050.2 Staff receiving notice of a property damage claim shall document the circumstances in writing and notify the District Manager, who shall investigate. Directors shall not independently investigate claims.

1050.3 The District Manager may authorize repair or reimbursement for damage caused by District personnel, equipment, or infrastructure, up to \$499, with a report to the Board describing the claim and its resolution. Claims exceeding that threshold shall be forwarded to the District's insurance carrier.

1050.4 Claims for personal injury or wrongful death shall not be investigated by District staff or Directors, and shall be forwarded immediately to the District's insurance carrier.

1050.5 All damage or tort claims must be submitted in writing and meet the requirements of Cal. Gov. Code §§ 910 and 910.2.

[Condensed. Superfluous detail and items not pertinent to TEAM RCD removed. Core purpose of section retained.]

POLICY TITLE: Copying Public Documents

POLICY NUMBER: 1060

1060.1 Individuals requesting copies of public documents shall be charged a reasonable fee based on the District's actual cost to produce the copy.

1060.2 A limited quantity of agenda materials and other public writings distributed to a majority of the Board at open meetings shall be made available to the public in attendance at no charge, in a quantity based on normal attendance. Additional or advance copies may be charged based on the District's actual cost to produce the copy.

[Current flat per-sheet rates replaced with reference to "District's actual cost"]

POLICY TITLE: Public Contributions

POLICY NUMBER: 1070

1070.1 The District will accept donations from members of the public for a public purpose within the District's responsibilities. The District Manager will provide a receipt including the District's tax identification number.

1070.2 Donations must be clearly marked as such. Acceptance of a donation does not constitute a representation by the District regarding its tax-deductible status; that determination is the donor's responsibility.

[No substantive change.]

POLICY TITLE: Fee for Services

POLICY NUMBER: 1080

1080.1 The District may provide certain services, in which it is uniquely qualified, to the public and other governmental entities, and may charge fees covering the cost of providing them, pursuant to its authority under Public Resources Code Division 9, Article 9, § 9403.5. No fee shall exceed the District's reasonably borne cost of providing the service.

1080.2 Fees shall be based on the District's actual cost, including staff time and benefits. Proposals to provide fee-based services must be approved by the Board through a contract. Indirect costs shall be billed at the de minimis rate set by the Office of Management and Budget, unless otherwise negotiated for a specific contract.

1080.3 Services under this policy are provided on a non-discriminatory basis, without regard to race, color, national origin, ancestry, sex, age, religion, marital status, or medical condition or disability.

[Condensed. Core fee-authority and non-discrimination provisions retained. OMB de minimis rate included as standard for indirect costs.]

**TEMECULA-ELSINORE-ANZA-MURRIETA RESOURCE CONSERVATION
DISTRICT
POLICY MANUAL — SERIES 1000 REDLINE**

Current Adopted Text (strikethrough) vs. Staff Draft (underlined) — October 2026

This document uses Word's Track Changes formatting. Struck-through text is being removed from the current policy. Underlined text is proposed new language.

POLICY 1000 — Purpose of Board Policies

~~1000.10 — It is the intent of the Board of Directors of the Temecula-Elsinore-Anza-Murrieta Resource Conservation District (to be known as TEAM RCD) to maintain a manual of policies and procedures. Contained therein shall be a comprehensive listing of the Board's current policies and procedures, being the rules and regulations enacted by the Board from time to time. The Policy and Procedure Manual will serve as a resource for Directors, staff and members of the public in determining the manner in which matters of District business are to be conducted.~~

1000.1 It is the intent of the Board of Directors of the Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAMRCD) to maintain a manual of policies and procedures. The manual contains the Board's current policies and procedures and serves as a resource for Directors, staff, and members of the public in determining how District business is conducted.

~~1000.20 — If any policy or portion of a policy contained within the manual is in conflict with rules, regulations or legislation having authority over Temecula-Elsinore-Anza-Murrieta Resource Conservation District, said rules, regulations or legislation shall prevail.~~

1000.2 If any policy in this manual conflicts with applicable law or regulation, the law or regulation shall prevail.

~~1000.30 — For clarification of policies or procedures not identified in this document, refer to Division 9 of the Public Resources Code.~~

1000.3 For matters not addressed in this manual, refer to Division 9 of the California Public Resources Code.

POLICY 1010 — General District Policies

~~1010.1 To operate the District under the policies and procedures defined in the District Policy and Procedure Manual~~

~~1010.1.1 — To respond to Environmental Impact Reports or Development Projects as defined in the District Policy and Procedure Manual, through the District's Conservation Review Subcommittee.~~

~~1010.1.1.1 — Prevent dry gravel and stream bed erosion~~

~~1010.1.1.2 — Prevent sedimentation into lakes and streams~~

~~1010.1.1.3 — Prevent overuse of groundwater supplies~~

~~1010.1.1.4 — Manage disturbance of vegetation~~

~~1010.1.2 — To support conservation programs and efforts of cooperating agencies and~~

- civic groups and coordinate efforts of such programs as needed.
- ~~1010.1.3 — To approve an Annual Budget Plan by June 30 of each year, which will address the goals within the next fiscal year and the Long Range Plan.~~
- ~~1010.1.4 — To complete an Annual Report of the prior years' activities by September 30 of each year.~~
- ~~1010.1.5 — To support a valley wide approach to reduce the loss of prime farmland through the Agriculture Subcommittee.~~
- ~~1010.1.6 — To encourage all land use development projects within the District to reflect conservation practices that:~~
- ~~1010.1.6.1 — Prevent or reduce soil erosion~~
- ~~1010.1.6.2 — Address flooding potential~~
- ~~1010.1.6.3 — Prevent over use of ground water supplies~~
- ~~1010.1.6.4 — Dedicate open space for human recreation and wildlife habitat~~
- ~~1010.2 To prevent loss of vegetation through the Education Committee with local government agencies such as Planning Commissions, City Councils, and the development community.~~
- ~~1010.2.1 — To seek solutions to the conservation of agricultural zoned lands for redevelopment.~~
- ~~1010.2.2 — To encourage water conservation practices within the District by both agricultural and domestic customers.~~
- ~~1010.2.3 — To cooperate with local, City, County, State and Federal agencies in implementing best management practices in storm water management planning.~~
- ~~1010.2.4 — To support the Crafton Hills Open Space Conservancy and other Conservancies within our District~~
- ~~1010.2.5 — To achieve optimum water conservation practices within the mountain communities.~~
- ~~1010.2.6 — To develop and implement education programs adaptable to the students (grades K-12) of the Unified and Private Schools within TEAM RCD's district.~~
- ~~1010.2.7 — To encourage and enable participation of these students in environmental competitions sponsored by TEAM RCD and other agencies.~~
- ~~1010.2.8 — To develop a volunteer society to assist the District in community conservation programs.~~
- ~~1010.2.9 — To increase public awareness of the economic and ecological benefits of resource conservation.~~
- ~~1010.2.10 — To provide information to, and assist, District Cooperators, the general public, public officials and other agencies.~~
- ~~1010.2.11 — To provide information to the news media, local newspapers, radio stations, trade magazines, and make use of public service announcements with monthly articles, advertisements, signage or public announcements.~~
- ~~1010.2.12 — To support irrigation designs of the NRCS for new or reorganized irrigation systems for the purpose of improved irrigation water management.~~
- ~~1010.2.13 — To support any MOU with Riverside Corona Resource Conservation District, Inland Empire RCD, Mission RCD, Antelope Valley RCD, Regional Conservation Authority, Rivers and Lands Conservancy, Riverside Flood Control and any other agency the District board duly adopts future MOU's with.~~
- ~~1010.2.14 — To continue to partner with local, City, County, State and Federal agencies~~

~~in the preservation and restoration of the Santa Ana Watershed and Santa Margarita Watersheds.~~

~~1010.2.15 — To increase public awareness programs that will educate the general public, public officials and other agencies to discourage illegal dumping throughout the District.~~

~~1010.2.16 — To support a Watershed wide approach in the removal of invasive species.~~

~~1010.2.17 — To support the Santa Ana Watershed Association in the management of the Santa Ana Watershed.~~

~~1010.2.18 — To continue to build partnerships with local, City, County, State and Federal agencies that will better enable the District to successfully cooperate with the invasive species removal program and other programs that improve long range water quality within the watersheds.~~

~~1010.2.19 — To encourage the development of a Watershed wide education program that will enable landowners to partner in the long range monitoring program.~~

~~**1010.3 All employees shall be given a copy of the policy and procedure manual with the understanding that said manual remains the property of District. Employees shall be required to sign a statement of fact that they have received, read, and understand the manual and said statements of fact shall be maintained in the employees' personal file.**~~

1010.1 TEAMRCD's mission is to protect and conserve the natural resources of the Temecula, Elsinore, Anza, and Murrieta region through watershed protection, wildfire resilience, habitat restoration, and public education, in cooperation with landowners and partner agencies.

1010.2 The District carries out this mission through:

1010.2.1 Watershed protection and restoration, including partnership with the Santa Ana Watershed Association;

1010.2.2 Wildfire resilience and defensible space programs, including habitat restoration and invasive species removal;

1010.2.3 Public education programs for schools and the community on conservation and water use;

1010.2.4 Cooperation with private land owners, as well as local, state, and federal agencies on land use, storm water management, and best conservation practices;

1010.2.5 Implementation of projects that facilitate wildlife connectivity;

1010.2.6 Conservation of natural and agricultural lands;

1010.2.7 Preparation of an Annual Budget Plan by June 30;

1010.2.8 Support of any MOU with Riverside-Corona Resource Conservation District, Inland Empire RCD, Mission RCD, San Jacinto Basin RCD, Regional Conservation Authority, Rivers and Lands Conservancy, Riverside Flood Control, and any other agency the Board duly adopts future MOUs with.

1010.3 All employees shall be provided a copy of this manual.

POLICY 1020 — Adoption/Amendment of Policies

~~**1020.1** Consideration by the Board of Directors to adopt a new policy or to amend an existing policy may be initiated by any Director, or by the District Manager. The proposed adoption or amendment is initiated by submitting a written draft of the~~

~~proposed adoption or amendment to each Director and the District Manager through the District office, and requesting that the item be included for consideration on the agenda of the appropriate regular meeting of the Board of Directors.~~

1020.1 Adoption of or amendment to a policy may be initiated by any Director or the District Manager, by submitting a written draft to the District Manager for inclusion on a regular Board meeting agenda.

~~1020.2 Adoption of the new policy or amendment of an existing policy shall be accomplished at a regular meeting of the Board of Directors and shall require a 3/5 affirmative vote of the entire Board of Directors.~~

1020.2 Adoption or amendment requires a 3/5 affirmative vote of the entire Board of Directors at a regular meeting.

~~1020.3 Copies of the proposed new or amended policy shall be included in the agenda information packet for any meeting in which they are scheduled for consideration (listed on the agenda). A copy of the proposed new or amended policy (ies) shall be made available to each Director for review at least 72 hours, per the Brown Act (Cal. Gov. Code § 54954.2), prior to any meeting at which the policy(ies) are to be considered.~~

1020.3 Proposed new or amended policies shall be included in the agenda packet and made available to each Director at least 72 hours before the meeting, per the Brown Act (Cal. Gov. Code § 54954.2).

POLICY 1030 — Conflict of Interest

~~1030.1 The District has adopted a Conflict of Interest Code (the “Code”) pursuant to the requirements of the Political Reform Act of 1974, Government Code Section 81000 et seq. (the “Act”) (Gov. Code § 81000 et seq.). The Code sets forth the required provisions for the disclosure of assets and income of designated employees, the disqualification of designated employees from acting where a conflict of interest exists, the list of designated employees subject to the disclosure provisions of the Code, and the list of disclosure categories specifying the types of assets and income required to be disclosed by each of the designated employees governs disclosure of assets and income by designated employees, disqualification from acting where a conflict exists, and the categories of assets and income subject to disclosure. The requirements of the Code are in addition to other state and local laws pertaining to conflicts of interest and has the force and effect of law. All officers and employees are directed to refer to the District's conflict of Interest Code Conflict of Interest Code for these specific requirements. The current Code is maintained as an attachment to this policy.~~

CONFLICT OF INTEREST CODE INLAND EMPIRE RESOURCE CONSERVATION DISTRICT

[The 9-page scanned Riverside County approval packet (August 2020) that follows this heading in the current manual — cover memo, financial data, Board of Supervisors minutes, and the full 2020 Code text — is proposed for removal from the policy body. Deletion of scanned image content cannot be shown as a text redline; the images themselves are simply proposed to be omitted going forward, with the Code maintained as a standalone attachment referenced in 1030.1 above. Note also: the stray 'INLAND EMPIRE RESOURCE CONSERVATION DISTRICT' header shown above the current attachment is a leftover self-reference error unrelated to this district.]

POLICY 1040 — Public Complaints (Non-Tort Claims)

~~1040.1 The Board of Directors desires that public complaints be resolved at the lowest possible administrative level, and that the method for resolution of complaints be logical and systematic.~~

1040.1 The Board desires that public complaints be resolved at the lowest possible administrative level, through a logical and systematic process.

~~1040.2 A public complaint is an allegation by a member of the public of a violation or misinterpretation of a District policy, state or federal statute of which the individual has been adversely affected.~~

1040.2 A public complaint is an allegation by a member of the public that a District policy or state or federal statute has been violated or misinterpreted, to that individual's detriment.

~~1040.3 The method of resolving complaints shall be as follows: (1040.3.1) The individual with a complaint shall first discuss the matter with the District Manager with the objective of resolving the matter informally. (1040.3.2) At the discretion of the District Manager, he/she may conduct conferences and take testimony or written documentation in the resolution of the complaint. The District Manager shall memorialize his/her decision in writing, with the individual registering the complaint being provided a copy. (1040.3.3) If the individual filing the complaint is not satisfied with the disposition of the matter by the District Manager, a written complaint may be filed with the Board of Directors within ten (10) days of receiving the District Manager's decision. The Board may consider the matter at the next regular meeting, or the Board or President may call a special meeting. The Board will expeditiously resolve the matter. In making the final decision, the Board may conduct conferences, hear testimony, as well as utilize any transcripts and/or written documentation. The Board's final decision shall be memorialized in writing with the individual registering the complaint being provided a copy.~~

1040.3 Complaints shall first be discussed informally with the District Manager, who shall memorialize any decision in writing. If unresolved, the individual may file a written complaint with the Board within ten days of the District Manager's decision; the Board shall resolve the matter expeditiously and memorialize its decision in writing.

~~1040.4 This policy in no way prohibits or is intended to deter a member of the community or staff member from appearing before the Board to orally present testimony, a complaint, or a statement in regard to actions of the Board, District programs and services, or impending considerations of the Board.~~

1040.4 This policy does not prohibit or discourage any member of the public or staff from addressing the Board directly regarding Board actions, District programs, or matters before the Board.

POLICY 1050 — Claims Against the District

~~The purpose of this policy is to provide direction to District for processing and resolving (if possible) a property damage claim against the District. Inherent in this policy is the~~

recognition that every adjustment request or claim will be unique, and that guidelines cannot be written to accommodate every case. Therefore, staff must use discretion and good sense in handling each claim.

Nothing in this section is intended to nullify or modify the requirements of the California Tort Claims Act (Cal. Gov. Code § 810 et seq.)

1050.1 Property (Land and Improvements) Damage Claims

In the course of the District's operations damage to land and improvements thereon occasionally occurs due to the proximity of the District's facilities to private property. When District employees are aware that property has been damaged in the course of their work, restorative measures are to be taken to return the property as close to its original condition as possible, with permission of the property owner.

When a property owner informs a District employee of damage to their property (by telephone, in person, or in writing), the employee receiving the claim will document in writing the time and date, and a description of the stated circumstances and allegations. Employees should respond to questions, be cordial and respectful, but refrain from commenting on liability issues.

As soon as possible after information about the damage has been received, it shall be given to the District Manager. The District Manager, or his/her designee, shall investigate the property owner's allegations.

If the owner of damaged property informs a member of the Board of Directors of damage to his/her property, the information will be given to the District Manager. Directors should not independently investigate claims, but may accompany staff to observe any investigation.

Investigations shall be done in a timely fashion and documented with a written report, including photographs and/or interviews, when appropriate. A copy of the report shall be submitted to the District Manager.

If the investigating staff person determines that the damage was caused by District personnel, equipment, or infrastructure, he/she shall typically prepare a work order to have the damage repaired, subject to the following conditions: (a) Property owner agrees that the proposed repairs are appropriate and adequate; (b) Property owner agrees to allow District personnel access to their property to perform the repair work; (c) District personnel have the necessary tools, equipment, and expertise to perform the necessary work; (d) Repair work can be accomplished within a reasonable amount of time; and, (e) Cost of material for the repairs will not exceed \$499.

The owner will be required to submit a claim in writing for any amount of claimed damage.

The District Manager shall review the damage claim and the proposed repair work. If he/she determines that the damage is the District's responsibility and that the proposed repair work is appropriate, he/she may authorize the work if the cost of material for the repairs will not exceed \$499. A report shall be submitted to the Budget and Finance Committee describing the damage claim, including a description of the manner in which it was resolved.

If the amount of the damage claim exceeds \$499, the claim will ordinarily be forwarded immediately to the District's Insurance Company. The Board will not consider a claim of an amount in excess of the insurance deductible, including the cost of the investigation, without prior written approval of the District's insurance company. The district's

deductible is \$500.

~~Claims in excess of the District's insurance deductible shall be forwarded to the insurance company, and the claimant shall be advised of this action.~~

~~Any claims for personal injury/wrongful death shall not be investigated by District staff or directors but shall be immediately forwarded to the District's insurance company.~~

1050.2 Property (Vehicles and Unsecured Property) Damage Claims

~~All claims of damage to vehicles or other unsecured property shall be submitted to the District Manager. He/she shall review the damage claim and the requested restitution. If he/she determines that the damage was caused by District personnel, equipment, or infrastructure, he/she may authorize repairs or reimbursement of expenses to an amount not to exceed \$499. A report shall be submitted to the Budget and Finance Committee describing the damage claim, including a description of the manner in which it was resolved.~~

~~The claim will be processed as described above if the cost of material for repairs is estimated to exceed \$499.~~

1050.3 Property Damage Claims on District Form

~~Except for damage to land and improvements estimated to cost less than \$500, all damage or tort claims must be submitted in writing on a District claim form. This will ensure that a claim is valid and protect important rights of the District.~~

~~If an individual does not wish to file a claim on the District form, he/she may present the claim by letter if it conforms to Section 910 and Section 910.2, California Government Code. Section 910 specifies that a claim needs to show all of the following: (a) The name and post office address of the claimant; (b) The post office address to which the person presenting the claim desires notices to be sent; (c) The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted; (d) A general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of presentation of the claim; (e) The name or names of the public employee or employees causing the injury, damage, or loss, if known; and (f) The amount claimed if it totals less than ten thousand dollars as of the date of presentation of the claim, including the estimated amount of any prospective injury damage or loss, insofar as it may known at the time of the presentation of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds ten thousand dollars, no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a limited civil case.~~

~~Section 910.2 of the California Government Code specifies the following: The claim shall be signed by the claimant or by some person on his behalf. Claims against local public entities for supplies, materials, equipment or services need not be signed by the claimant or on his behalf if presented on a billhead or invoice regularly used in the conduct of the business of the claimant.~~

~~If the filed letter/claim does not meet the requirements of the California Government Code 910 and 910.2. Then a letter shall be sent to the claimant informing them of this fact.~~

~~District staff shall provide no assistance to the claimant in filling out the claim form. Claimant must fill out the claim form in its entirety and submit it via mail, FAX, or personal delivery to the District office. Upon receipt, office staff shall date stamp the claim form.~~

1050.1 This policy governs processing of property damage and other tort claims against the District. It does not modify the requirements of the California Tort Claims Act (Cal. Gov. Code § 810 et seq.).

1050.2 Staff receiving notice of a property damage claim shall document the circumstances in writing and notify the District Manager, who shall investigate. Directors shall not independently investigate claims.

1050.3 The District Manager may authorize repair or reimbursement for damage caused by District personnel, equipment, or infrastructure, up to \$499, with a report to the Board describing the claim and its resolution. Claims exceeding that threshold shall be forwarded to the District's insurance carrier.

1050.4 Claims for personal injury or wrongful death shall not be investigated by District staff or Directors, and shall be forwarded immediately to the District's insurance carrier.

1050.5 All damage or tort claims must be submitted in writing and meet the requirements of Cal. Gov. Code §§ 910 and 910.2.

POLICY 1060 — Copying Public Documents

~~1060.1 Individuals requesting copies of public documents shall be charged a reasonable fee based upon the cost to produce the copy (\$.20 per sheet) to defray expenses associated with the copying process.~~

1060.1 Individuals requesting copies of public documents shall be charged a reasonable fee based on the District's actual cost to produce the copy.

~~1060.2 Copies of agendas and other writings (except for privileged documents) distributed to a majority of the Board of Directors at open Board Meetings shall be made available to the public. A limited quantity of such documents (based on normal audience attendance) shall be copied in advance of each meeting and made available to the public in attendance at no charge. Individuals requesting copies of such documents prior to the board meeting will be charged \$.15 per sheet. The copy charge may be levied at Board meetings for copies of documents if more are needed and/or requested in addition to those normally prepared for the public at Board Meetings.~~

1060.2 A limited quantity of agenda materials and other public writings distributed to a majority of the Board at open meetings shall be made available to the public in attendance at no charge, in a quantity based on normal attendance. Additional or advance copies may be charged based on the District's actual cost to produce the copy.

POLICY 1070 — Public Contributions

~~1070.1 Donations from members of the public to the District for a public purpose that is within the scope of the district's responsibilities will be accepted. The District Manager will provide a receipt for said donation and include the District's tax identification number thereon.~~

1070.1 The District will accept donations from members of the public for a public purpose within the District's responsibilities. The District Manager will provide a receipt

including the District's tax identification number.

~~1070.2 Donations must be clearly marked as such.~~

~~1070.3 By accepting donations, the District is not claiming to be qualified by the Internal Revenue Service as being a charitable organization for which donations may be considered tax deductible. Determination of how donations to the district are to be treated relative to the donor's tax liability is strictly the responsibility of the donor.~~

1070.2 Donations must be clearly marked as such. Acceptance of a donation does not constitute a representation by the District regarding its tax-deductible status; that determination is the donor's responsibility.

POLICY 1080 — Fee for Services

~~1080.1 It is the policy of the Temecula-Elsinore-Anza-Murrieta Resource Conservation District that the District will provide certain services, in which the District is uniquely qualified, to the public and other governmental entities served by the District, and that the District will charge fees that cover the cost of providing these services. This policy has been adopted by the District pursuant to its authority to obtain fees for services defined Division 9, Article 9, section 9403.5 Fees for services of the California Public Resources Code.~~

~~1080.1.1 — The Board of Directors may establish and charge fees for services provided by the District to, and upon the request of, persons or government entities. No fee shall exceed the cost reasonably borne by the District in providing the service.~~

1080.1 The District may provide certain services, in which it is uniquely qualified, to the public and other governmental entities, and may charge fees covering the cost of providing them, pursuant to its authority under Public Resources Code Division 9, Article 9, § 9403.5. No fee shall exceed the District's reasonably borne cost of providing the service.

~~1080.2 The District is empowered to develop and carry out natural resource conservation, restoration and education programs throughout its service area in San Bernardino and Riverside counties, and has developed technical expertise in these areas. Upon occasion, members of the community served by the District request technical assistance outside of the District's budgeted work plan. It is the goal of the District to provide quality service to the landowners and residents of its service area, as well as government agencies, as follows: (1080.2.1) The fees charged for services will be based on the actual cost to the District, including employee hourly rate of pay, benefits and overhead for each project. (1080.2.2) All proposals for the District to provide services and charge fees pursuant to this policy must be approved by the District Board of Directors through a contract, except for the following: (1080.2.2.1) The District Manager can approve water use efficiency education contracts as outlined in the District's Delegation of Signing Authority Policy Number 6065. (1080.2.3) The District's services are provided on a non-discriminatory basis, without regard to race, color, national origin, ancestry, sex, age, religion, marital status, medical condition or physical handicap. (1080.2.4) The District's Fee for Service Programming Flier is attached~~

~~which lists the services offered and a description of services. This flier will be updated by District staff when any programming changes occur.~~

1080.2 Fees shall be based on the District's actual cost, including staff time and benefits. Proposals to provide fee-based services must be approved by the Board through a contract. Indirect costs shall be billed at the de minimis rate set by the Office of Management and Budget, unless otherwise negotiated for a specific contract.

1080.3 Services under this policy are provided on a non-discriminatory basis, without regard to race, color, national origin, ancestry, sex, age, religion, marital status, or medical condition or disability.

VEGETATION MANAGEMENT CONTRACTOR SERVICES AGREEMENT

Channel Maintenance and Restoration Services

Fiscal Year 2026/2027

This Contractor Services Agreement ("Agreement") dated as of _____, is entered into by and between, the Riverside County Flood Control and Water Conservation District, a body corporate and politic, hereinafter called "DISTRICT", and Temecula-Elsinore-Anza-Murrieta Resource Conservation District ("TEAMRCD"), a governmental special district, hereinafter called "CONTRACTOR". DISTRICT and CONTRACTOR are sometimes individually referred to herein as a "Party" and collectively as the "Parties". The Parties hereby agree as follows:

1. PROJECT – Upon DISTRICT's written request, CONTRACTOR shall provide maintenance assessment and channel maintenance services for certain DISTRICT facilities, as further described in the Scope of Services, attached hereto and incorporated herein as Exhibit "A", in accordance with applicable federal, state and local laws and regulations. Additional DISTRICT facilities can be added to or removed from Exhibit "A" by mutual written agreement of DISTRICT and CONTRACTOR on an as needed basis.
2. SCOPE OF SERVICES – DISTRICT hereby retains CONTRACTOR, as an independent contractor, to furnish all professional services, including, but not limited to, expertise, tools, equipment, facilities, materials, labor and other incidental services necessary to perform in a complete, skillful and professional manner those services set forth in Exhibit "A". CONTRACTOR agrees to perform said services in accordance with the schedule specified herein. CONTRACTOR shall not perform any additional work, except as directed by DISTRICT in writing.

3. TERM OF AGREEMENT – The term of this Agreement shall commence on the date the Agreement is executed by DISTRICT's Board of Supervisors and shall terminate on June 30, 2027. At the sole discretion of the DISTRICT, this Agreement may be renewed for one (1) additional one-year term upon written approval by the DISTRICT. CONTRACTOR shall not commence performance of any work or services, for any reason whatsoever, until DISTRICT has provided CONTRACTOR with written Notice to Proceed authorizing CONTRACTOR to initiate work pursuant to the Agreement. No payment will be made for any work or services performed prior to issuance of said Notice to Proceed.
4. ANNUAL WORKPLAN MEETING – On or about August 1st of each year, DISTRICT and CONTRACTOR representatives shall meet ("ANNUAL WORKPLAN MEETING") and review projected activities, select facilities and set priorities. DISTRICT shall issue a Task Order for the projected activities and priorities for the selected facilities ("FACILITY SUBTASKS") within 15 days of the ANNUAL WORKPLAN MEETING.
5. COMPENSATION – DISTRICT shall pay CONTRACTOR for actual services satisfactorily performed and expenses incurred in accordance with approved FACILITY SUBTASKS listed in Exhibit "A" and the Compensation/Fee Rate Schedule as set forth in Exhibit "B", attached hereto and made a part hereof. DISTRICT agrees to pay CONTRACTOR for services performed in an amount up to and not to exceed the total sum of Four Hundred Thousand Dollars (\$400,000), including any renewal of the Agreement, based on availability of fiscal funding. All price decreases (for example, if CONTRACTOR offers lower price to another governmental entity) shall automatically be extended to DISTRICT. No price increases shall be permitted during the term of this Agreement, including any renewal thereof.

6. PAYMENT – Within thirty (30) days after execution of this Agreement, DISTRICT shall pay CONTRACTOR 50 percent of the total SCOPE OF SERVICES amount. Upon satisfactory performance of FACILITY SUBTASKS, DISTRICT shall make payment to CONTRACTOR for the remaining 50 percent due for that facility after the Operations Engineering Section completes final inspection and within thirty (30) days after receipt of appropriate invoice(s). In no event shall the total amount paid to CONTRACTOR under this Agreement exceed the maximum compensation set forth in Section 5 (COMPENSATION). DISTRICT shall not pay interest or finance charges on any outstanding balance(s). CONTRACTOR shall keep employee and expense records according to customary accounting methods, and such records shall, upon request, be available for inspection by DISTRICT to verify CONTRACTOR's invoices. CONTRACTOR's invoices shall itemize charges to conform to the SCOPE OF SERVICES and the Compensation/Fee Rate Schedule as set forth in Exhibits "A" and "B". CONTRACTOR shall prepare all invoices submitted to DISTRICT for payment in accordance with the terms of this Agreement and send the original invoice(s) to DISTRICT (Attention: Operations Engineering Section). Except as specifically provided for and stated in this Agreement or Exhibit "B", DISTRICT shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
7. CONDUCT OF CONTRACTOR – CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

8. INVOICES – All work shall be invoiced in a timely manner. All invoices shall be mailed directly to DISTRICT (Attention: Operations Engineering Section).
- A. All invoices shall include invoice number, invoice date, invoice total amount, remittance address, quantities, item descriptions, unit price, extensions, sales/use tax, if applicable, and Purchase Order Number associated with the approved FACILITY SUBTASKS (as provided by DISTRICT).
- B. Billing Period (indicating the date(s) when the services were rendered). Monthly invoices shall be mailed to DISTRICT no later than the 15th day of the month following the end of the Billing Period. Periodic single invoices shall be mailed within 45 business days of FACILITY SUBTASKS completion. Incomplete invoices will be returned to CONTRACTOR for correction.
9. PROJECT PERFORMANCE
- A. Commencement of Services
- CONTRACTOR shall commence performance of the services for FACILITY SUBTASKS upon receipt of DISTRICT's Notice to Proceed.
- B. Time of Completion
- Time is of the essence in the performance of this Agreement. CONTRACTOR shall complete services in accordance with the schedule(s) set forth in this Agreement.
10. LICENSES – At all times while performing services under this Agreement, CONTRACTOR, its employees, agents, contractors and subcontractors shall possess all necessary and appropriate federal and/or state permits and maintain professional licenses required by the applicable federal, state and local regulations. CONTRACTOR shall comply with all applicable federal, state and/or local licensing requirements, including,

but not limited to, the provisions of Chapter 9 of Division 3 of the Business and Professions Code while performing services under this Agreement.

11. STANDARD OF CARE – While performing the services, CONTRACTOR shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONTRACTOR's profession practicing in the State of California and shall use reasonable diligence and best judgment while exercising CONTRACTOR's professional skill and expertise. By executing this Agreement, CONTRACTOR represents and maintains that CONTRACTOR has the necessary experience and expertise to skillfully perform all services, duties and obligations required by this Agreement and to fully and adequately complete each approved FACILITY SUBTASKS.
12. ERRORS AND OMISSIONS – In the event CONTRACTOR's data, technical studies, reports, plans, specifications, estimates, work products or any other documents furnished under this Agreement contain any errors or omissions that cause DISTRICT to incur additional expense beyond what would have otherwise resulted if there were no errors or omissions in CONTRACTOR's data, technical studies, reports, plans, specifications, estimates, work products or any other documents, any such additional expense shall be borne solely by CONTRACTOR. When the agreed upon SCOPE OF SERVICES to be performed by CONTRACTOR are not in conformance with the terms of this Agreement, DISTRICT shall have the right to require CONTRACTOR to perform the agreed upon SCOPE OF SERVICES in conformance with the terms of this Agreement at no additional cost to DISTRICT. When the agreed upon SCOPE OF SERVICES are not in conformance with the terms of this Agreement and are of such a nature that they cannot be corrected, DISTRICT shall have the right to (1) require CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with terms of this Agreement and (2) reduce the Agreement price to reflect the reduced value of the services

performed. In the event CONTRACTOR receives payment under this Agreement which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, CONTRACTOR shall promptly refund the disallowed amount to DISTRICT on request; or at its option, DISTRICT may offset the amount disallowed from any payment due to CONTRACTOR.

13. PERMITS AND RIGHTS OF ENTRY – DISTRICT shall obtain all necessary rights of entry that may be required in order for CONTRACTOR to perform the services stipulated by an approved Task Order within and upon privately-owned property. CONTRACTOR shall obtain all necessary permits or rights of entry that may be required in order for CONTRACTOR to perform the services stipulated by an approved Task Order from any and all affected public entities. Sufficient evidence of having obtained such permits and/or rights of entry shall be furnished to DISTRICT by CONTRACTOR prior to initiation of work. CONTRACTOR shall prosecute the work in such a manner as to minimize public inconvenience and possible hazard and shall restore the streets and other work areas to their original condition and former usefulness as soon as practicable. CONTRACTOR shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.
14. NOTICES – Any and all notices sent or required to be sent to Parties of this Agreement will be delivered via electronic mail or mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Chief of Operations Division

TEMECULA-ELSINORE-ANZA-
MURRIETA RESOURCE
CONSERVATION DISTRICT
(TEAMRCD)
Post Office Box 2078
Temecula, CA 92593
Attn: Teri Biancardi

15. INSURANCE – CONTRACTOR shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other Attachments as required in this Section. With respect to the insurance section only, DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold the DISTRICT harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

A. Workers' Compensation:

If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance

of its obligations hereunder. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name DISTRICT as Additional Insureds.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name DISTRICT as additional insureds.

D. General Insurance Provisions – All Lines:

- i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. Best rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by DISTRICT Risk Manager. If DISTRICT Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
- ii. CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured

retention deemed unacceptable to DISTRICT, and at the election of DISTRICT Risk Manager, CONTRACTOR's carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- iii. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish DISTRICT with 1) a properly executed original Certificate(s) of Insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by DISTRICT Risk Manager, provide original certified copies of policies, including, all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR's insurance carrier(s) policies do not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish a thirty (30) days Notice of Cancellation Endorsement.
- iv. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and

Attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. If requested, CONTRACTOR shall provide certified original policies of insurance, including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- v. It is understood and agreed by the Parties hereto that CONTRACTOR's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- vi. If during the term of this Agreement or any extension thereof, there is a material change in the Scope of Services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by CONTRACTOR has become inadequate.
- vii. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.

- ix. CONTRACTOR agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

16. QUALITY CONTROL

All performance shall be subject to periodic inspection by DISTRICT or other regulatory agencies at all times. Within seven (7) days of completing FACILITY SUBTASKS, provide DISTRICT (Attention: Operations Engineering Section) with written notice that FACILITY SUBTASKS is substantially complete and requesting that DISTRICT conduct a final inspection.

CONTRACTOR shall provide adequate cooperation to any inspector or DISTRICT representative to permit DISTRICT to determine CONTRACTOR's conformity with the terms of this Agreement.

Upon satisfactory performance of FACILITY SUBTASKS after the final inspection, DISTRICT will provide CONTRACTOR with a Notice of Completion. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, DISTRICT shall have the right to require CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to DISTRICT. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected then DISTRICT shall have the right to (1) require CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. DISTRICT may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by DISTRICT because of CONTRACTOR's failure to perform. CONTRACTOR shall establish adequate

procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement and shall allow a DISTRICT representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

17. TERMINATION – At any time during the term of this Agreement, DISTRICT may:

A. Agreement:

- i. Terminate this Agreement without cause upon providing CONTRACTOR thirty (30) business days written notice stating the extent and effective date of termination; or
- ii. Upon five (5) business days written notice, terminate this Agreement for CONTRACTOR default, if CONTRACTOR refuses or fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In the event of such termination, DISTRICT may proceed with the work in any such manner it deems appropriate.

In the event DISTRICT issues a Notice of Termination, CONTRACTOR shall i) stop all work under this Agreement on the date specified in the Notice of Termination and ii) transfer to DISTRICT (Attention: Operations Engineering Section) and deliver in the manner and to the extent, if any, as directed by DISTRICT any work product, equipment, files, records, data or reports prepared by CONTRACTOR, whether partially or fully completed.

In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for all services performed in accordance with this Agreement to the date of termination, a total amount which bears the same ratio to the

total maximum fee otherwise payable under this Agreement as the services actually bear to the total services necessary for performance of this Agreement. Notwithstanding any of the other provisions of this Agreement, CONTRACTOR'S rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the duties hereunder; or if the Agreement is terminated pursuant to Section 29 (NON-APPROPRIATION OF FUNDS). In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement. The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Approved FACILITY SUBTASKS:

Terminate approved FACILITY SUBTASKS or portion thereof without cause upon providing CONTRACTOR fourteen (14) days written notice stating the extent and effective date of termination. In the event DISTRICT issues a Notice of Termination for approved FACILITY SUBTASKS, CONTRACTOR shall i) stop all work under FACILITY SUBTASKS on the date specified in the Notice of Termination and ii) transfer to DISTRICT (Attention: Operations Engineering Section) and deliver in the manner and to the extent, if any, as directed by DISTRICT any work product, data or reports prepared by CONTRACTOR, whether partially or fully completed.

In the event DISTRICT terminates an approved FACILITY SUBTASKS, DISTRICT shall make payment for all services satisfactorily performed in accordance with the negotiated FACILITY SUBTASKS to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under FACILITY SUBTASKS as the services actually bear to the total services necessary for performance of FACILITY SUBTASKS.

18. BASIC SERVICES OF CONTRACTOR – SCOPE OF SERVICES associated with the performance of any specific FACILITY SUBTASKS under this Agreement shall be expressly defined and agreed upon prior to commencing work. Any changes to the approved SCOPE OF SERVICES must be authorized by DISTRICT's Operations Engineering Section and shall be made in accordance with Section 22 (CHANGES TO SCOPE OF SERVICES).

All work prepared by CONTRACTOR shall be subject to the approval of DISTRICT's Operations Engineering Section. CONTRACTOR shall allow DISTRICT to inspect and review CONTRACTOR's work in progress at any reasonable time. All reports, working papers and similar work products prepared for submission in the course of providing services under this Agreement shall be submitted to DISTRICT (Attn: Operations Engineering Section) in draft form. In the event that DISTRICT determines the formally submitted work product to be incomplete or otherwise inadequate, CONTRACTOR may be required to revise and resubmit the work at no additional cost to DISTRICT. Should CONTRACTOR fail to make requested corrections in a timely manner, such corrections may be made by DISTRICT and the cost thereof charged to CONTRACTOR. Neither DISTRICT's review nor approval shall give rise to any liability or responsibility on the part of DISTRICT, or waive any of DISTRICT's rights, or relieve CONTRACTOR of its professional responsibilities or obligations under this Agreement.

19. PREVAILING WAGE – CONTRACTOR shall comply with all applicable provisions of the California State Labor Code regarding prevailing wages, Department of Industrial Relations Division of Apprenticeship Standards Labor and Labor Codes. All workers shall be paid not less than the general prevailing rate of wages and benefits for work of a similar character in the locality in which the work is performed, as provided in Labor Code Sections 1770 et seq. Pursuant to the Labor Code, DISTRICT has obtained for the Board of Supervisors of DISTRICT from the Director of the Department of Industrial Relations, State of California, his determinations of general prevailing rates of per diem wages applicable to the work and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed, as set forth on the schedule, which is on file at DISTRICT office and which will be made available to any interested person upon request.
20. INDEPENDENT CONTRACTOR/NON-EXCLUSIVE AGREEMENT – CONTRACTOR and the agents and employees of CONTRACTOR shall act at all times in an independent capacity during the term of this Agreement and in the performance of the services to be rendered hereunder and shall not act as or shall not be and shall not in any manner be considered to be employees or agents of DISTRICT.
- This is not an exclusive agreement between DISTRICT and CONTRACTOR, and DISTRICT may obtain the same or similar services from another firm if DISTRICT determines that is appropriate. DISTRICT is not obligated to have CONTRACTOR provide a specific minimum amount of services pursuant to this Agreement.
21. SUBCONTRACTING – CONTRACTOR may, at CONTRACTOR's own expense, retain or employ subcontractors to accomplish certain portions of the work covered by this Agreement. However, except as specifically provided in the Compensation/Fee Rate

Schedule attached to this Agreement or as expressly identified in this Agreement, no portion of the services pertinent to this Agreement shall be subcontracted without prior written approval and authorization by DISTRICT.

Should one or more of the subcontractors, as identified in the Compensation/Fee Rate Schedule attached to this Agreement or as expressly identified in this Agreement, become unavailable, CONTRACTOR may substitute other subcontractors of equal or greater competence upon written approval by DISTRICT. In the event that DISTRICT and CONTRACTOR cannot agree as to the substitution of the subcontractor, DISTRICT may terminate FACILITY SUBTASKS, pursuant to the applicable provisions of this Agreement.

In the event CONTRACTOR subcontracts any portion of CONTRACTOR's duties under this Agreement, CONTRACTOR shall require its subcontractors to comply with the terms of this Agreement in the same manner as required of CONTRACTOR.

The fact that CONTRACTOR employs subcontractors not in its regular employ shall not relieve CONTRACTOR of any responsibility regarding the adequacy of the subcontractor's work performed or services provided pursuant to this Agreement.

22. CHANGES TO SCOPE OF SERVICES – CONTRACTOR shall not perform any additional work or services outside the SCOPE OF SERVICES without the prior written approval of DISTRICT's Operations Engineering Section. If, at any time during the performance of an approved FACILITY SUBTASKS, CONTRACTOR believes that it is necessary to include certain work or services which are not clearly covered under the scope of an approved FACILITY SUBTASKS, CONTRACTOR shall immediately notify DISTRICT (Attn: Operations Engineering Section) in writing of CONTRACTOR's assertion that the work is out of scope. Said notification by CONTRACTOR to DISTRICT shall not in any way be construed as proving that the work

or services in question are outside the scope of FACILITY SUBTASKS. DISTRICT's Operations Engineering Section must approve or reject CONTRACTOR's assertion in writing. In the event DISTRICT determines that CONTRACTOR is correct, the additional work or services shall be authorized by a new or revised SCOPE OF SERVICES that covers the new scope, cost and schedule. In the event that such notification is not given or if DISTRICT is not afforded an opportunity to negotiate the appropriate fee for such additional services prior to CONTRACTOR's commencement of such additional services, then CONTRACTOR shall be deemed to have agreed to perform the work or services without any additional compensation and to have accepted sole responsibility for the performance of said work or services. Extra work done or services performed without a new or revised SCOPE OF SERVICES from DISTRICT shall be considered unauthorized and shall not be paid for by DISTRICT.

At any time during the performance of an approved FACILITY SUBTASKS, DISTRICT may request that CONTRACTOR perform extra services. Any work which is determined by DISTRICT to be necessary for the proper completion of the approved FACILITY SUBTASKS, but which neither CONTRACTOR nor DISTRICT reasonably anticipated would be necessary at the time the SCOPE OF SERVICES for the assigned FACILITY SUBTASKS was approved, must be authorized by DISTRICT by a new or revised SCOPE OF SERVICES.

At any time during the performance of FACILITY SUBTASKS, DISTRICT, upon providing five (5) business days written notice to CONTRACTOR, may delete services and the associated fees from FACILITY SUBTASKS. In the event DISTRICT requests deletion of services from FACILITY SUBTASKS, DISTRICT shall make payment for all services satisfactorily performed in accordance with the negotiated FACILITY SUBTASKS up to the effective date of deletion; the amount of the payment shall be

prorated to the total services necessary for completion of FACILITY SUBTASKS. Any work product developed for the deleted services shall be provided to DISTRICT (Attention: Operations Engineering Section).

23. DISPUTES

- A. In the event CONTRACTOR considers any work demanded of CONTRACTOR to be outside the requirements of this Agreement, or if CONTRACTOR considers any order, instruction or decision of DISTRICT to be unfair, CONTRACTOR shall promptly, upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon CONTRACTOR shall proceed without delay to perform the work or to conform to the order, instruction or decision. However, if CONTRACTOR finds such order, instruction or decision unsatisfactory, CONTRACTOR shall, within twenty-one (21) calendar days after receipt of same, file a written protest with DISTRICT stating clearly and in detail its objections and reasons therefor. Except for such protests or objections as are made of record in the manner specified and within the time stated herein, and except for such instances where the basis of a protest could not reasonably have been foreseen by CONTRACTOR within the time limit specified for protest, CONTRACTOR hereby waives all grounds for protests or objections to orders, instruction or decisions of DISTRICT and hereby agrees that, as to all matters not included in such protests, the orders, instructions and decisions of DISTRICT will be limited to matters properly falling within DISTRICT's authority.
- B. Any controversy or claim arising out of or relating to this Agreement which cannot be resolved by mutual agreement may be settled by arbitration, provided that parties hereto mutually agree to submit to arbitration.

C. Neither the pendency of a dispute nor its consideration by arbitration shall excuse CONTRACTOR from full and timely performance in accordance with the terms of this Agreement.

24. ASSIGNMENT – Neither this Agreement nor any part thereof shall be assigned by CONTRACTOR without the prior written consent of DISTRICT and approval by DISTRICT Board of Supervisors.

25. CONFLICT OF INTEREST – CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.

26. JURISDICTION/LAW/SEVERABILITY – This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall be given full force and effect to the extent possible.

Any legal action, in law or equity, related to the performance or interpretation of this Agreement shall be filed only in the Superior Court for the State of California located in Riverside, California, and parties waive any provision of law providing for a change of venue to another location. Prior to the filing of any legal action, parties shall be obligated to attend a mediation session with a neutral mediator to try to resolve the dispute.

27. WAIVER – Any waiver by DISTRICT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other term thereof. Failure on the part of DISTRICT to require exact,

full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or estopping DISTRICT from enforcement hereof.

28. NON-DISCRIMINATION – In the performance of the terms of this Agreement, CONTRACTOR shall not engage in nor permit others he/she may employ to engage in discrimination in the employment of persons because of race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status, or sex of such persons, in accordance with the provisions of California Labor Code Section 1735.
29. NON-APPROPRIATION OF FUNDS – It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for the reimbursement of CONTRACTOR's fees. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONTRACTOR in writing. This Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT's notification by CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to reimbursement of its costs in accordance with Section 5 (COMPENSATION) and Section 6 (PAYMENT).
30. INDEMNIFICATION

- A. Basic Indemnity

To the fullest extent permitted by applicable law, CONTRACTOR shall indemnify and hold harmless DISTRICT, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as

"Indemnitees") from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, breach of contract), recklessness or willful misconduct on the part of CONTRACTOR or its subcontractors or their respective employees, agents, representatives or independent contractors or liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, contractors, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including, but not limited to, property damage, bodily injury or death, or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, contractors, subcontractors, agents or representatives ("Indemnitors") from this Agreement.

"Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgments, settlements and expenses, including, without limitation, full and actual attorney's fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.

CONTRACTOR further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions or proceedings made by agents, employees or subcontractors of CONTRACTOR for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for DISTRICT pursuant to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein

shall be construed as obligating CONTRACTOR to indemnify and hold harmless any Indemnitee.

CONTRACTOR shall defend, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim with the prior consent of DISTRICT, provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to Indemnitees as set forth herein. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this Section and California Civil Code Section 2782, this Section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

- B. CONTRACTOR agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in Section 30A from each and every subcontractor of every Tier. CONTRACTOR's

indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and CONTRACTOR costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

31. FORCE MAJEURE – If either of Parties cannot comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders or other similar acts, such party shall not be held liable for such failure to comply.

32. RECORD RETENTION/AUDIT

CONTRACTOR shall retain complete and accurate records relating to all reports, documents and related records, including records related to the nature and extent of CONTRACTOR's costs incurred while providing services authorized under this Agreement, for at least five (5) years following the termination of this Agreement. These records shall, upon request, be made available for inspection by DISTRICT.

DISTRICT, the County of Riverside, the State of California or any of their duly authorized representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

These same requirements shall be applicable to any of CONTRACTOR's subcontractors. CONTRACTOR shall include the requirements stated in this section in the agreement with any of its subcontractors.

33. ENTIRE AGREEMENT – This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof. Any modifications to the terms of this Agreement must be in writing and signed by the Parties herein.
34. COUNTERPARTS, USE OF ELECTRONIC SIGNATURES – This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA" Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. CUETA authorizes use of an electronic signature for transactions and agreements among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By _____
JASON E. UHLEY
General Manager-Chief Engineer

By _____
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

By _____
Kristine Bell-Valdez
Supervising Deputy County Counsel

By _____
Deputy

(SEAL)

Vegetation Management Contractor Services Agreement with Temecula-Elsinore-Anza-
Murrieta Resource Conservation District
Channel Maintenance and Restoration Services
Fiscal Year 2026/2027
9/9/26
RM:blj

**TEMECULA-ELSINORE-ANZA-
MURRIETA RESOURCE
CONSERVATION DISTRICT**

By _____
TERI BIANCARDI
President

DRAFT

Vegetation Management Contractor Services Agreement with Temecula-Elsinore-Anza-
Murrieta Resource Conservation District
Channel Maintenance and Restoration Services
Fiscal Year 2026/2027
9/9/26
RM:blj

Conservation Technician Update

September 2026

California Fire Foundation Grant

The California Fire Foundation application has been submitted. I worked through the final round of edits, and if funded, the grant would carry the home hardening program past the end of the current IECF grant rather than letting it stop when that funding ends. The scope keeps the assessments but focuses them on higher risk communities, and it places much greater weight on Firewise support. That is the part I most want to grow; Firewise certification asks a lot of a volunteer committee, and having the district available to help with the mapping and the risk assessment could be what carries an interested community through certification.

Home Hardening and Firewise

Assessments are nearing completion for the RFFC grant, and most of my program time went toward scheduling the final appointments and completing the quarterly report for IECF. Three workshops have been held and a fourth is scheduled, and the home hardening video is currently in editing. The more significant shift this month was on Firewise. We are working out how the district can fully support a community through becoming a Firewise site, rather than providing information and stepping back. To be certified, a community must establish a site boundary with an accurate home count and complete a risk assessment, and much of that is work we already know how to do. I also completed a Firewise walkthrough to identify where the gaps are on the ground. The goal is a process we can repeat for any community in the district that wants to pursue certification.

Regional Priority Plan

We are putting real effort into the Regional Priority Plan this fall. I am meeting with many partners in the district to identify projects that belong in the plan; a recent meeting with Murrieta Fire was part of that effort and produced projects we can enter into the RPP. Our approach is to populate the plan with each potential project we can identify with partners and refine the list later. A project in the plan is not a commitment to complete it, but a project that is not in the plan is much harder to fund in future cycles, so we would rather lean towards inclusivity.

Flood Control

Following the site tour with SAWA, I developed a proposed budget organized around activities rather than individual sites, and Flood Control is in the process of confirming which priorities they would like to move forward with. The options build on our existing work, including homeless monitoring and invasive management, and adds several new components: fire resilience work such as removal of downed woody debris and dead palms, clearing of blocked outfalls and in-channel debris, sediment removal and erosion repair ahead of storm season, fence and access road repair, and outreach to neighboring landowners where invasives such as tamarisk are spreading from adjacent parcels.

Easements

SAWA has been doing excellent work at Greer Ranch. I visited the site ahead of the final site walk to confirm everything was in order, and it was. They have cleared all of the larger downed woody debris and are completing the final touches. Their equipment broke down the day before the walk, so one last round of work remains, but the difference on the property is significant.

This project has been years in the making, and I am excited to see it coming together. It has also strengthened our working relationships with the Greer Ranch community and with Murrieta Fire.

Cannabis Restoration and IERC Training

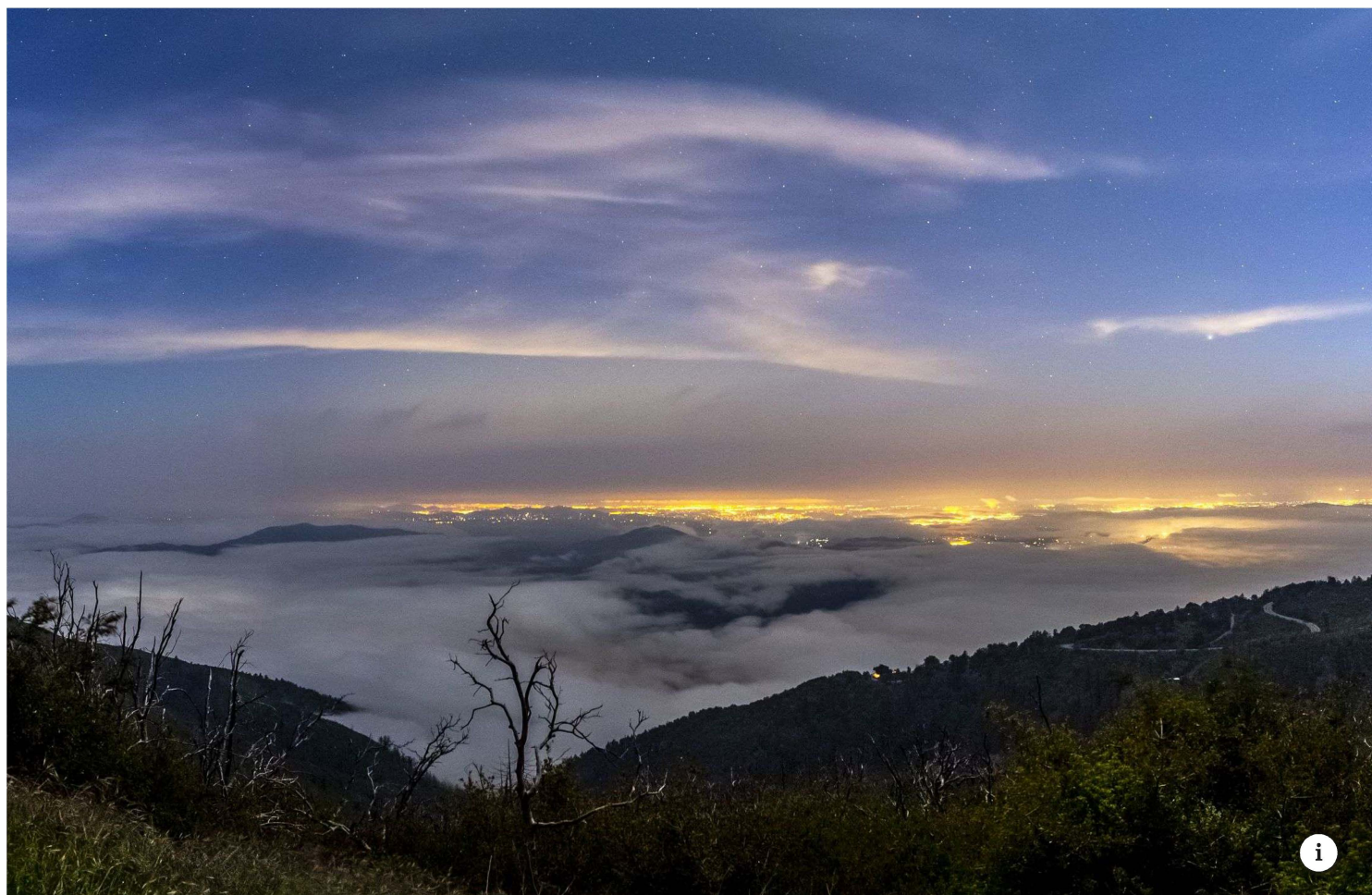
We were notified that the Cannabis Restoration Grant will not be awarded to us this funding cycle. It appears the program received reduced funding this year and is not able to take on additional projects. The IERC cannabis reclamation training is still moving forward and is now scheduled for late November or early December. It nearly overlapped with the CARCD conference, but the training dates were changed before we needed to cancel anything.



PRESS RELEASES

The Nature Conservancy Celebrates the Signing of Landmark Wildlife Connectivity Legislation

Sacramento, CA | Published September 29, 2026



MEDIA CONTACTS





“California takes a significant step in making safer, smarter highways for people and wildlife.”

The Nature Conservancy (TNC) applauds Governor Newsom for his signing of Senate Bill 1250, which will make California’s roads safer while contributing to the state’s wildlife conservation goals by supporting wildlife connectivity. SB 1250, authored by Senator Cortese and sponsored by TNC, was signed into law today at the California Natural Resources Agency’s 30×30 Partnership Summit.

TNC’s leadership in connectivity conservation spans more than 25 years and includes the landmark California Missing Linkages effort launched in 2000, which identified over 200 priority wildlife linkages and shaped today’s statewide connectivity planning. In January 2026, TNC co-hosted the 25th Anniversary Missing Linkages Symposium in Sacramento, convening agency, science, NGO and many other partners as well as tribal representatives to assess progress and chart actions needed through 2050. TNC also sponsored AB 2785 in 2008, which established the Essential Habitat Connectivity Project – the first time Caltrans and California Department of Fish and Game (CDFW) mapped habitat connectivity corridors in California.

This body of work, together with our partnerships in California Wildlife Reconnected (CWR) and with Senator Cortese, led to the idea of aligning ecological movement corridors with planned State Highway System (SHS) upgrades to deliver safer roads and resilient landscapes and, subsequently, the creation of SB 1250.

for wildlife connectivity while increasing driver safety and reducing traffic congestion. The measure will also require the California Transportation Commission to review and approve a supplemental list for wildlife connectivity assets on the state highway system.

Over the course of the legislative session, SB 1250 received support from over 90 organizations, including local governments, transportation agencies, land trusts and a broad area of wildlife advocacy groups, as well as bipartisan support in the Legislature. SB 1250 will become law in January 2027.

“We are thrilled that Governor Newsom has signed SB 1250 into law,” said Michael Jarred, Associate Director, State Policy Lead at TNC in California. “SB 1250 not only establishes a framework for improving highways for people and wildlife in California. It also serves as a foundation for future policy in California and acts as a model for other states seeking to align transportation planning, public safety and wildlife conservation. We are grateful for Senator Cortese’s leadership on this bill and look forward to working with the next governor on implementing this policy in January.”

The Nature Conservancy is a global conservation organization dedicated to conserving the lands and waters on which all life depends. Guided by science, we create innovative, on-the-ground solutions to our world’s toughest challenges so that nature and people can thrive together. We are tackling climate change, conserving lands, waters and oceans at an unprecedented scale, providing food and water sustainably and helping make cities more resilient. The Nature Conservancy is working to make a lasting difference around the world in 86 countries and territories (41 by direct conservation impact and 45 through partners) through a collaborative approach that engages local communities, governments, the private sector, and other partners. For more news, visit our [newsroom](#) or follow The Nature Conservancy on [LinkedIn](#).



“

Empathy is the most radical of human emotions.

— Gloria Steinem, 1934-2026

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NEWS OF A KINDER WORLD

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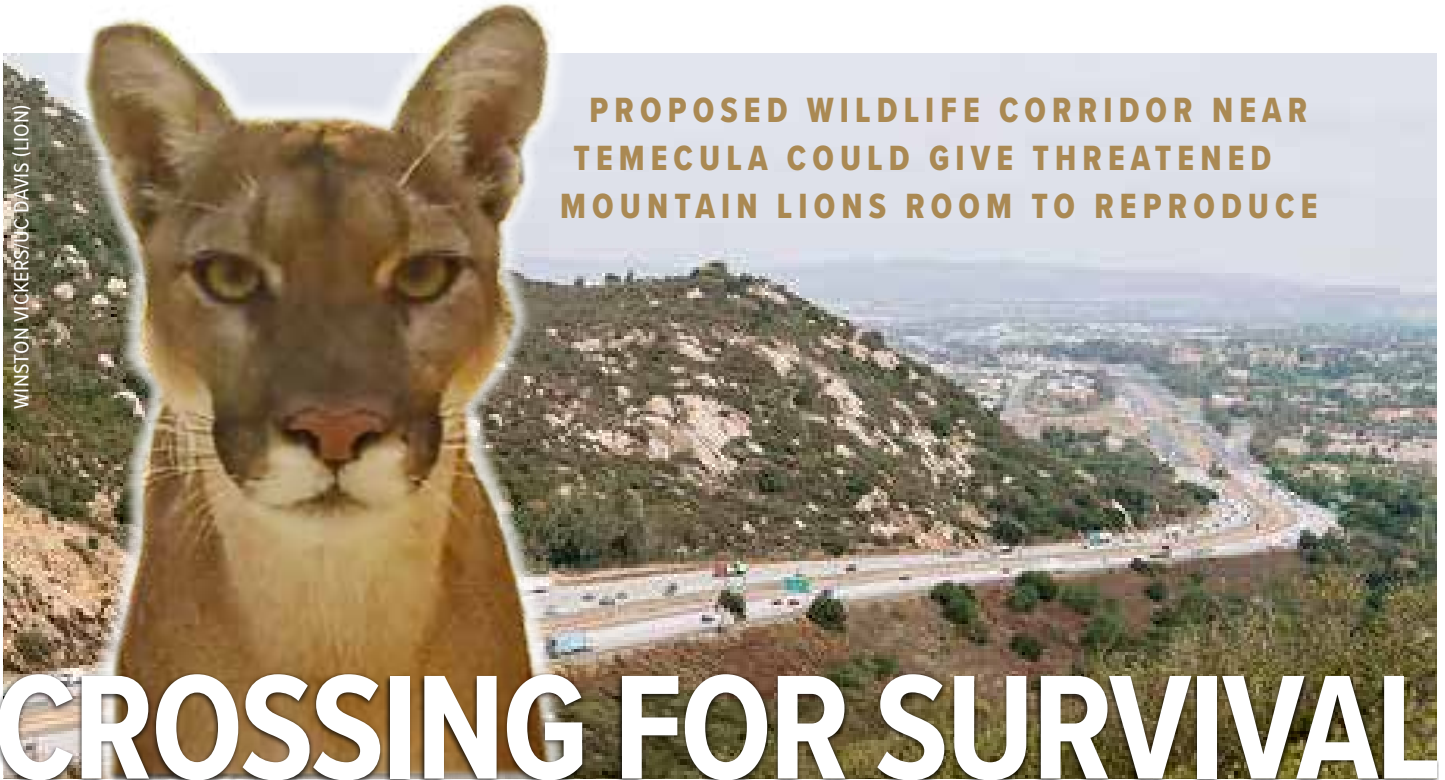
INSIDE, PAGE 4

Meet a volunteer who helps neighbors — and saves rattlesnakes along the way.

Good stories deserve company.
[Share this issue with a friend.](#)

COMING IN NOVEMBER

We're turning 1! Join us as we revisit a year of kindness.



WINSTON VICKERS/UC DAVIS (LION)

PROPOSED WILDLIFE CORRIDOR NEAR TEMECULA COULD GIVE THREATENED MOUNTAIN LIONS ROOM TO REPRODUCE

CROSSING FOR SURVIVAL

M

Story by Robert Krier, Staff Writer • Photos by Jilian Buretz

Mountain lions in Southern California, especially the few dozen roaming the Santa Ana Mountains in Orange County, are running out of space — and time.

Hemmed in by eight lanes of high-speed traffic on Interstate 15 in northern San Diego and southern Riverside counties, the lions are at an inflection point. Unless their range and available gene pool can be expanded, the population, listed as threatened, could be extinct in less than 15 years.

Continued on Page 8



“

There's a version of Southern California's future where mountain lions aren't here anymore.

— Clifton Meek, environmental scientist

A WILDLIFE CROSSING OPENS IN LOS ANGELES, PAGE 11 • MOUNTAIN LION 101, PAGE 12

Cover Story: Crossing for Survival

Continued from Page 1

"There's a version of Southern California's future where mountain lions aren't here anymore," said Clifton Meek, district manager of the Temecula-Elsinore-Anza-Murrieta Resource Conservation District in Riverside County. "That's not a hypothetical. It's a trajectory that we're on."

"I don't want to live in a world where that's an outcome that we accept."

Wildlife experts, environmental groups, local and state officials, citizens and civic organizations have been working on a way around — or rather, over — the problem.

A wildlife crossing near Temecula could allow the Orange County lions to go east by moving over the barrier of I-15 so they can mingle and reproduce with lions from San Diego County's Peninsular Ranges, which include Palomar Mountain and the Cuyamaca and Laguna ranges.

The need for a crossing in the region has been acknowledged for decades, but progress has been slow. Until this year, it has been difficult to bridge the huge gap between the scientifically recognized need and the required funding.

But a \$4 million grant from the California Wildlife Conservation Board to the Riverside conservation district kickstarted the project in March and moved it a step closer to fruition. The grant will fund design and planning. A consulting company with expertise in wildlife crossings has been hired. In July, Caltrans signed on to handle state and federal environmental reviews of the project.

Hurdles remain, including securing money for construction and other costs, which initial estimates pegged at \$50 million. But Meek said if all goes well, ground could be broken in four years, and the project could be completed in six.

The proposed site of the crossing, which would span eight lanes of freeway, is at Rainbow Canyon, about 1.5 miles south of Temecula. The eastern side would connect with more than 90 acres of land owned by The Nature Conservancy. The western side is part of the Santa Margarita Ecological Reserve and is owned by San Diego State University.

Native plants planned for the crossing



JILIAN BURETZ

The I-15 corridor near Temecula is a prime example of how California's highways harm wildlife, including mountain lions, explains Angus McLean, The Nature Conservancy's project manager for wildlife corridors in California.

would benefit about 25 additional species, including bobcats, deer, birds and butterflies. A grove of oak trees on the western side of I-15 could provide cover and protection for moving animals — a wildlife corridor of its own.

STUDIED FOR DECADES

Southern California's mountain lion populations have been studied by wildlife ecologists since the late 1980s. Many factors have constrained the lions, but the most glaring impediment has been the fragmentation and isolation created by the state's transportation network.

"California's roads and highways connect millions of drivers every day," said Angus McLean, The Nature Conservancy's project manager for wildlife corridors and crossings in California. "Unfortunately, they weren't designed with nature in mind. Our transportation infrastructure has left isolated patches of wildlands that animals — like the California mountain lion — are unable to move between."

CONNECT WITH

I-15 Rainbow Canyon Wildlife Crossing

Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) is managing the current planning and design phase of the project in partnership with The Nature Conservancy, Caltrans District 8 and the Western Riverside Regional Conservation Authority.

[Website](#)

[Email](#)

951-389-3890

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The I-15 corridor near Temecula is a prime example of how these split landscapes harm wildlife, he said. Animals that can't cross the highway are forced to mate within a limited genetic pool. This has already led to birth defects among mountain lions in the area, including a tail deformity and reproductive system abnormalities.

"The Orange County (west) side has a lot of great mountain lion habitat, but it's at its carrying capacity," McLean said. "The lions need to disperse. There's no space for them in the Santa Ana Mountains."

Orange County's mountain lions are considered at greatest risk of further decline among California populations. But five other groups, including those in the San Diego County mountain ranges to the east, are also listed as threatened under the California Endangered Species Act.

"This wildlife crossing will be a critical passage for mountain lions and multiple

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other animal species to move from the coastal mountain ranges into the Peninsular Ranges and beyond, diversifying populations and helping these species to become more resilient and adaptive to a changing climate,” McLean said.

VEHICLE COLLISIONS

Animals that have attempted to move to new territory have long faced a significant risk of being hit by vehicles. A mountain lion was killed in an accident on Ortega Highway in Orange County just in August.

At least 613 mountain lions died from vehicle collisions in California between 2016 and 2023, according to data from the University of California Davis Road Ecology Center.

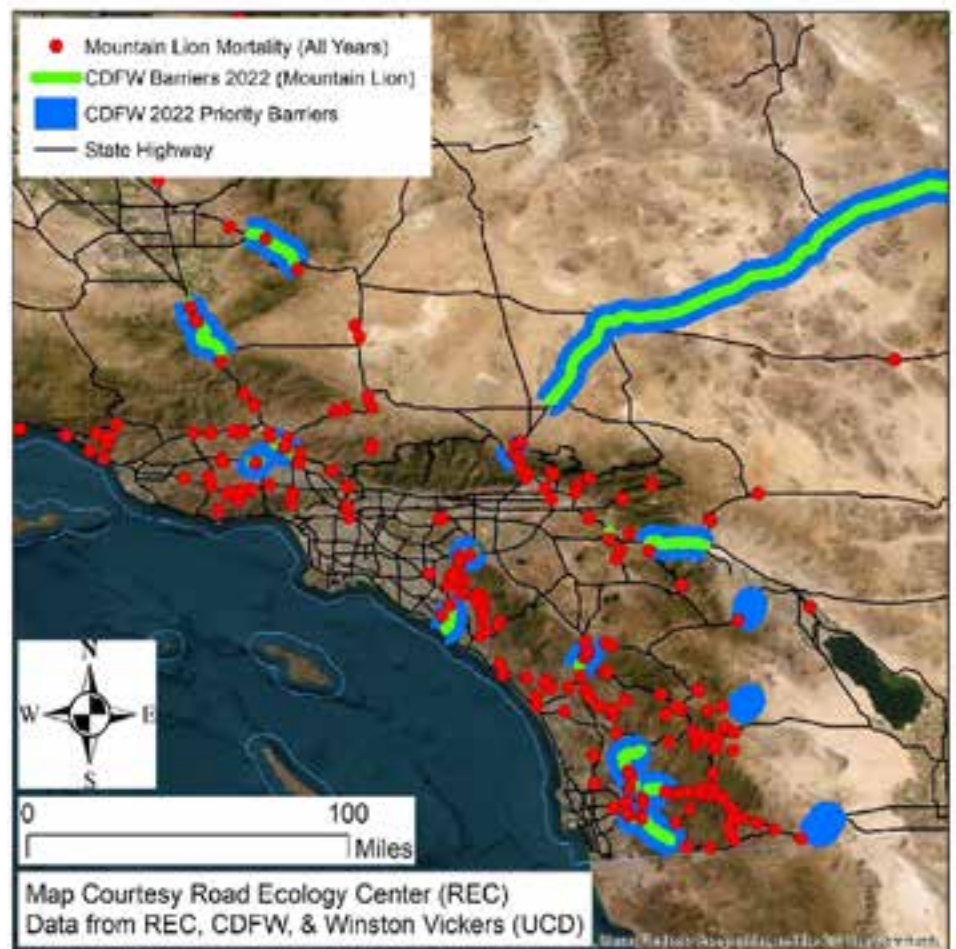
The statistics showed that “mountain lions were being killed by vehicles faster than they could reproduce,” said Meek, who previously worked for the U.S. Environmental Protection Agency reviewing large construction projects to improve wildlife connectivity and limit collisions. “It’s sad to me that most mountain lions die in a way that’s extremely preventable.”

Nationwide, there are more than a million vehicle collisions a year with all types of wildlife. An average of 200 people died in vehicle-wildlife collisions per year from 2020 to 2024, according to U.S. Department of Transportation studies. The Federal Highway Administration estimates the annual economic impact is \$8 billion.

“Crossings pay for themselves many times over just in safety alone — not to mention the environmental value,” Meek explained.

But many mountain lions never attempt to cross the freeway. It’s typical for those searching for new territory to reverse course when they encounter such a dangerous barrier, according to Winston Vickers, who began monitoring mountain lion populations in the region in 2003.

“You can see where the GPS location dots indicate that mountain lions approach the freeway, then turn back, both at the Temecula Creek bridge and further south,” said Vickers, who is a UC Davis wildlife research veterinarian



2023 UC DAVIS CALIFORNIA WILDLIFE-VEHICLE CONFLICT REPORT P-22 EDITION

This map provides information about mountain lion mortality on Southern California state highways. It also identifies roads and other infrastructure that the California Department of Fish and Wildlife has determined impede wildlife movement.

an and former director of the Southern California Mountain Lion Project.

He estimates the population of Orange County mountain lions at 40, although the animals’ movement between three counties makes it difficult to be precise.

He acknowledges that it is hard not to get emotionally attached to the animals.

“Sometimes we get to follow a female through raising multiple litters,” he said.

Other times, the feeling is a tug at the heart, especially when he is dealing with “dispersers,” the mountain lions that seek new territory.

“If, for instance, I handled one as a kitten and then later applied a collar before it dispersed — that can be hard because the dispersers are at higher mortality risk.”

DECIDING ON LOCATION

One big, early challenge for the project was deciding where to put the proposed crossing. Combining tracking data and records of areas where lions had been killed by vehicles helped narrow the choices. Steep slopes and other landscape challenges were also considered, Vickers said.

Once the site was chosen, conservation groups like The Nature Conservancy worked with San Diego State University and the California Department of Fish and Wildlife to secure property on both sides of the highway at the potential crossing location.

Building a crossing, Vickers explained, involves complex factors. For example,

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wildlife researchers have discovered that some mountain lions have approached a busy highway in an area with a good wildlife crossing but not used it.

“We have learned that both sound and light, along with just the presence of humans, can dissuade them from using a crossing,” he said. “So sound and light barriers of different types can be helpful.”

One common solution is the use of berms, which can help create quiet and dark pathways for animals.

McLean said well planned and built wildlife crossings are highly effective.

“When placed in areas of known wildlife movement, crossings with elements such as fencing have reduced wildlife-vehicle collisions by up to 97%,” he explained. “We have decades of science in this specific area that will be carefully incorporated into the design to make sure we get it right.”

Meek is optimistic that funds can be acquired through some combination of state, federal and private contributions, including support from The Nature Conservancy. That’s been the pattern with similar projects across the country.

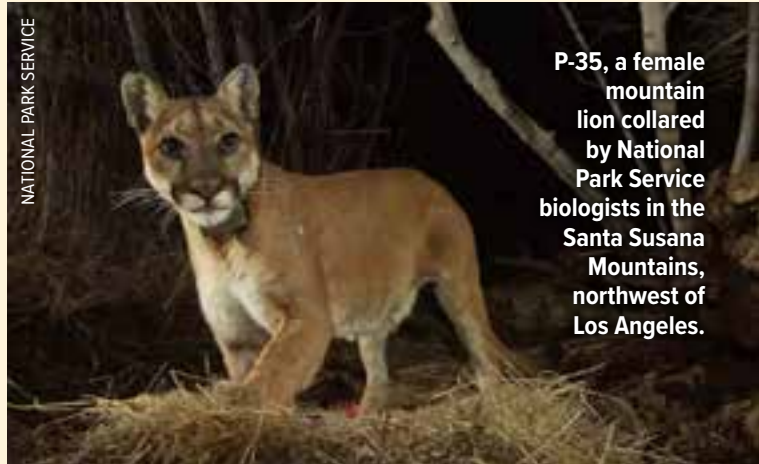
The imminent risk of the animals’ genetic extinction should be enough to attract dollars, he said. “I think that’s a story that will resonate with most people.”

The future economic and political climate will also be part of the funding equation, but so far state agencies and officials have fully backed the project. On the national level, the U.S. House of Representatives voted in May to extend and increase funding for the Wildlife Crossings Pilot Program created in 2021.

For Meek, preserving and protecting wildlife, especially mountain lions, is a passion.

“There are times I get so emotional about this, I start crying,” he said. “It’s not just a construction project. It’s a statement about what we think a mountain lion’s life is worth.”

“We still have something wild. For me, a Southern California without mountain lions would be kind of tragic.”



P-35, a female mountain lion collared by National Park Service biologists in the Santa Susana Mountains, northwest of Los Angeles.

Mountain Lion 101

- **Common name:** Mountain lion
- **Scientific name:** *Puma concolor*
- **Also known as:** Cougar, puma, panther and catamount
- **Size:** Adult males are generally larger than females. California males can measure 7 to 8 feet long, including the tail; females are about 5 to 7 feet. The tail alone can reach 3 feet.
- **Appearance:** Adults are generally tawny or tan, with a lighter underside and black-tipped tail. Kittens are born with dark spots that begin fading when they are about 3 months old.
- **Diet:** Primarily deer and other large animals, although mountain lions will also take smaller prey. They are ambush predators, relying on stealth and surprise.
- **Gestation:** About 90 days
- **Babies:** Called kittens. Females typically have two to four kittens and can give birth at any time of year.
- **Growing up:** Young generally remain with their mother for 18 to 24 months, learning to hunt before setting out on their own.
- **Lifestyle:** Mostly solitary and elusive. Adults maintain large home ranges; some mountain lions may range across as much as 200 square miles.
- **Life span:** A mountain lion reaching 12 years in the wild is considered very old. In captivity, they have lived as long as 20 years.
- **Status:** Threatened in parts of Southern California and the Central Coast under the California Endangered Species Act. Habitat loss, fragmentation and the isolation of small populations are among the major threats.

Sources: California Department of Fish and Wildlife; National Park Service, Santa Monica Mountains National Recreation Area

Cover Story: Crossing for Survival



COURTESY PHOTO

More than 300,000 vehicles a day pass beneath the Wallis Annenberg Wildlife Crossing, which will provide wildlife with a safer route between habitats when it opens in December.

A Wildlife Crossing Opens in Los Angeles

The wildlife crossing that has drawn the most attention in recent years is nearly ready to open.

The Wallis Annenberg Wildlife Crossing — the world's largest wildlife crossing — spans 10 lanes of U.S. Highway 101, along the Ventura Freeway, and is 174 feet wide.

The crossing, in Agoura Hills, will connect habitat in the Santa Monica Mountains with the Simi Hills, giving mountain lions and other wildlife a safer way to move through a landscape fragmented by one of Southern California's busiest freeways.

Ground was broken in 2022 after decades of study, environmental review, fundraising and planning. The Los Angeles County project is a massive public-private collaboration whose core partners include Caltrans, the National Wildlife Federation, the National Park Service and the Santa Monica Mountains Conservancy/Mountains Recreation & Conservation Authority. The Annenberg Foundation is a major private funder.

The crossing will open to wildlife Dec. 2. Although the overpass itself will remain closed to people to protect wildlife and newly established native plants, the public is invited to celebrate its completion.

HOW TO ATTEND

Public Ribbon-Cutting & P-22 Legacy Celebration

Wednesday, Dec. 2, 2026

11:30 a.m.–3:30 p.m.

**King Gillette Ranch
26800 Mulholland Highway,
Calabasas**

The community festival will include a live broadcast of the ribbon-cutting ceremony, partner exhibits, music, special guests and interactive displays.

Tickets are required. Donations are \$10 for ages 13 and older and \$5 for children 12 and younger. Group pricing and scholarships may be available for schools and other groups.

For tickets and additional information:

[WEBSITE](#)