

ACTION ITEMS / DISCUSSION CALENDAR



MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT

Between:

Mission Resource Conservation District (MRCD)

This Agreement between the **“Local Project Sponsor” (Mission RCD)** and the **“Partner” TEMECULA-ELSINORE-ANZA-MURRIETA RCD (TEAM RCD)** sets forth the understanding between the Local Project Sponsor and the Partner (collectively “Parties”) for work performed pursuant to an Agreement –between the Wildlife Conservation Board (WCB) Stream Flow Enhancement Program Prop 1 Grant and Mission RCD.

Recitals

1. As part of the work under the WCB Grant, Mission RCD has entered into an Agreement for “Invasive Non-native Plant Control of *Arundo donax*”, Agreement No. 2017009 dated 2017-8-11.
2. The MOU Agreement is designed to reflect the agreement between Mission RCD (“Local Project Sponsor” under the WCB Agreement) and the “Partner” TEAM Resource Conservation District (TEAM RCD), which holds regulatory permits and/or Right of Entry Agreements (ROEs) for work activities on the Santa Margarita Watershed in Riverside County. Regulatory permits held by Partner include project California Environmental Quality Act (CEQA) and a Streambed Alteration Agreement (1600-2012-0014-R6) issued by the California Dept. of Fish and Wildlife.
3. Project description. “Invasive Non-native Plant *Arundo donax* (giant reed) Control in Support of the Prop 1 WCB Grant. *Arundo* control has the following benefits: water will be conserved by increasing available groundwater, flood risk and damage will be reduced, fire risk will be reduced, and water quality will be enhanced by reducing erosion through minimizing bank failures and normalizing geomorphic processes. Several federal and state listed endangered species will benefit from the habitat enhancement that this project generates as wetland function is restored.

The Recitals are incorporated herein and, the Parties agree as follows:

A. Agreement

This Memorandum of Understanding (MOU) is made and entered into on **(date of signature of second party)** until terminated by any of the Parties with 30 days written notice to the other Parties.

B. Duties of the Parties

1) Each of the Parties shall be responsible for and undertake the following Project activities:

a) Mission RCD will:

- Complete any and all contracting necessary for the Project.
- Prepare and select contractors to be used for Project activities, including preparation of any contracting documents, including but not limited to Requests for Qualifications/Requests for Proposals.
- Prepare invoices to be sent to WCB.
- Prepare any and all reports required by WCB.
- Comply with all permit conditions contained in the Partner's Santa Margarita and San Luis Rey Watersheds Invasive Species Control Program as described and authorized in the project California Environmental Quality Act (CEQA), and the Streambed Alteration Agreement issued by the California Dept. of Fish and Wildlife.
- Provide adequate documentation of project implementation (including photographic documentation, maps, and written description of work completed) to Partner for reporting purposes required of Partner in accordance with Partner's regulatory permits. A report will be prepared for TEAM RCD with maps, photos, and work description that will be reviewed by TEAM RCD. This report will be used to fulfil permit reporting requirements under TEAM RCD's SAA.
- In the event of a Permit violation, take all corrective actions required by the Partner or regulatory agency responsible for the permit.
- Save, indemnify and hold harmless TEAM MRCD against any liability, loss, cost, damage and expense caused by or arising from the exercise of the rights granted herein and/or any act(s) or omission(s) of Mission RCD, its employees, agents, contractors, and volunteers, successors and assigns; including, but not limited to any such loss, cost, damage, liability and expense arising from damage to or destruction of real and personal property or injury to or death of any person; provided, however, that Nature Collective's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the MRCD, its agents, officers, or employees.

b) The Partner will:

- Send invoices representing work conducted by the Partner: typically related to coordination, any ROE work, and permit reporting and monitoring.
- Work with Mission RCD to assure efficient work and permit compliance for all Project activities.

C. Description of Payment for Services

1) Under the WCB/Mission RCD Agreement, MRCD will submit invoices for Project work to WCB. To comply with this submission requirement, the Partner will submit any invoices for its own work to Mission RCD within 2 weeks of a request for invoicing. All submitted invoices will include, at a minimum, the following information:

- Costs incurred by the Partner for work performed in implementing the Project (only Partner staff time may be billed or for SAWA review and assistance and applicable CDFW permit fees).
- Appropriate reports for costs incurred, in a format approved by Mission RCD (such as any SAA fees).
- Partner costs will not exceed \$5,000 unless authorized by the Mission RCD. (Please see Exhibit A)

2) The Parties agree that the following conditions or costs, even if expended in conjunction with the Project, are not reimbursable with Contract funds. These costs include, but are not limited to:

- Purchase of equipment.

3) The Partner shall comply with all terms and conditions of the WCB Agreement.

4) Following the review of each invoice submitted by Mission RCD to WCB, WCB is to disburse to Mission RCD the approved amount. All funds disbursed by WCB shall be used solely to pay eligible costs. Within thirty (30) days of receipt of funds from WCB, Mission RCD shall disburse funds due and owing to the Partner.

5) The Parties acknowledge that, pursuant to the WCB Agreement, WCB will withhold as retention 10 percent of the defined “Eligible Costs”. This amount will be withheld until completion of the Contract and submission of required reports. As a result, the Parties understand that there will be a delay in receiving all contract funding due and owing to the Parties until the Contract is closed with WCB and retention is released.

D. Accounting and Deposit of Contract Disbursement

1) The Partner agrees that they shall: 1) maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices; 2) keep complete and accurate records of all disbursements.

2) Records are subject to inspection by WCB at all reasonable times. The Partner' fiscal control and accounting procedures must be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state and local laws, this MOU, or the WCB/Mission RCD Agreement.

E. Description of Communication

All notice, demand, request, consent, or approval that any party desires or is requested to give to the other party shall be in writing. Notices may be sent by mail, courier, electronic mail or any other means of delivery. Any party may, by written notice to the others, designate a different address that shall be substituted for the one below:

Mission Resource Conservation District (MRCD)

Darcy Cook
District Manager
130 E. Alvarado Street
Fallbrook, CA 92028
Phone: 760-728-1332
Cell: 760-994-8246
darcy@missionrcd.org
www.missionrcd.org

TEAM RCD

Rose Corona
President
PO Box 2078, Temecula CA 92593
951-387-8992
rose.corona@teamrcd.org

F. Description of Procedures and Requirements

Signatories to this MOU mutually agree not to use the name of the others in any public information without permission.

This MOU may be revised as necessary by mutual consent of the Parties, through a written amendment executed by all Parties.

This MOU in no way restricts any Party from participation in similar agreements and/or activities with other public or private entities.

Each Party shall perform its responsibilities and activities described herein as an independent party and not as an officer, agent, servant, or employee of any of the other Parties hereto. Each Party shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

Nothing in the provisions of this MOU is intended to create duties or obligations to or rights in third parties to this MOU or affect the legal liability of the Parties to third parties.

All terms, conditions, and provisions of this MOU shall inure to and shall bind each of the Parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.

This MOU shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOU, the action shall be brought in the County of San Diego, State of California.

SIGNATURES ON NEXT PAGE.



Phone (760) 728-1332
Fax (760) 728-1331

130 E. Alvarado Street
Fallbrook, California 92028

www.missionrcd.org

**MEMORANDUM OF UNDERSTANDING BETWEEN MISSION RESOURCE
CONSERVATION DISTRICT AND TEMECULA-ELSINORE-ANZA-MURRIETA
RESOURCE CONSERVATION DISTRICT**

**MISSION RESOURCE CONSERVATION
DISTRICT**

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

Scott Murray, Board President

Rose Corona, President

Dated

Dated

EXHIBIT A



November 4, 2021

Mission Resource
Conservation District
130 E. Alvarado Street
Fallbrook, CA 92028

Re: Mission RCD Grant – Arundo Removal

INVOICE

Administration/ Project Manager	\$1,235.50
CDFW Project Fee	\$ 314.50
Total Amount Due:	\$1,550.00

P.O. Box 2078 • Temecula, CA 92593-2078
Ph: 951-387-8992 * www.TEAMRCD.org

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TEMECULA-EL SINORE-
ANZA-MURRIETA RESOURCE CONSERVATION DISTRICT AND COACHELLA
VALLEY RESOURCE CONSERVATION DISTRICT**

This Memorandum of Understanding (“MOU”) is entered into by and between the Temecula-Elsinore-Anza-Murrieta Resource Conservation District (“TEAM RCD”), a California resource conservation district, and Coachella Valley Resource Conservation District (“CVRCD”), a California resource conservation district (TEAM RCD and COACHELLA VALLEY RCD may each be referred to separately as a “Party” or together as the “Parties” or the “Districts”).

RECITALS

WHEREAS, pursuant to Public Resources Code section 9001, the California Legislature has found that resource conservation is of fundamental importance to the prosperity and welfare of the state and has authorized resource conservation districts to organize and operate for the purposes of soil and water conservation, among other purposes, in open areas, agricultural areas, urban areas, wildlife areas, and residential areas; and

WHEREAS, TEAM RCD is a resource conservation district created and authorized pursuant to Public Resources Code section 9001 et seq., with a service area covering approximately 789 square miles in northwestern Riverside County; and

WHEREAS, TEAM RCD changed its name from the Elsinore-Murrieta-Anza Resource Conservation District (“TEAM RCD”), a change which is now official but has no effect on any prior agreements or legal obligations in this MOU or otherwise; and

WHEREAS, COACHELLA VALLEY RCD is a neighboring resource conservation district also created and authorized pursuant to Public Resources Code section 9001 et seq., with a service area covering Coachella Valley; and

WHEREAS, TEAM RCD is in need of specific assistance in order to fulfill its public services within its service area, which TEAM RCD lacks employees to provide; and

WHEREAS, the Parties desire to enter into this MOU with each other to provide for cooperation between the Districts wherein COACHELLA VALLEY RCD’s staff will provide needed services to TEAM RCD, and, except as otherwise agreed to and appropriate, TEAM RCD will provide the necessary federal and/or state permits, and to memorialize the rights and obligations of the Parties relating to such services; and

WHEREAS, the services provided under this MOU would facilitate a strong partnership of mutual cooperation in providing opportunities for resource conservation and enhancement practices within TEAM RCD’s service area.

AGREEMENT

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms and conditions contained herein, and pursuant to the laws of the State of California, TEAM RCD and COACHELLA VALLEY RCD hereby agree as follows:

1. Services: COACHELLA VALLEY RCD agrees, at its discretion, to make available to TEAM RCD, upon written request from TEAM RCD and when COACHELLA VALLEY RCD is capable of doing so, its employees and staff who are qualified to provide the specific activities and services (“Activities”) within the jurisdiction of resource conservation districts requested by TEAM RCD. Such Activities shall include, but not be limited to, those set forth in Exhibit A, attached hereto and by this reference incorporated herein. TEAM RCD will identify what specific activities are required, what specific certifications or licenses are required, if any, and the expected duration of the subject activities.

2. Compensation: TEAM RCD will compensate COACHELLA VALLEY RCD for its use of COACHELLA VALLEY RCD employees, staff, and agents. Such compensation will be based on the hours of work performed for TEAM RCD and will be determined based on the current hourly rate of the COACHELLA VALLEY RCD employee(s), staff, or agent(s) performing those services, which will be disclosed to TEAM RCD before any work begins. The Parties agree that said payment will fulfill any obligation TEAM RCD may have to COACHELLA VALLEY RCD and to any COACHELLA VALLEY RCD employee, staff, or agent with respect to the payment of wages and any required benefits under the law, including Workers’ Compensation insurance. To the extent allowed by law, TEAM RCD will also compensate COACHELLA VALLEY RCD for its use of federal and/or state permits for each project at a rate to be determined by the Parties at the time the project is contemplated.

3. Payment: COACHELLA VALLEY RCD shall provide to TEAM RCD a detailed invoice for all activities performed pursuant to this Agreement by the end of each quarter. TEAM RCD shall render payment to COACHELLA VALLEY RCD no later than forty-five (45) days after the receipt of any invoice or within three (3) business days of the next TEAM RCD Board of Directors’ meeting following the receipt of the invoice, whichever is later. All invoices must identify: (1) the type of work provided, (2) the person(s) who performed such work, (3) the hourly rate of each person performing the work, (4) the date(s) of service, (5) the time spent providing such services, and (6) the total amount of the invoice in question.

4. Wage Payment: COACHELLA VALLEY RCD expressly agrees that it will be solely responsible for the payment of any and all wages due and owing its employees or contractors arising out of services to TEAM RCD pursuant to this Agreement and that all payments will be made in accordance with California, federal, and any other applicable law. COACHELLA VALLEY RCD further expressly agrees that it will be solely responsible for all required benefits owed to COACHELLA VALLEY RCD employees, staff, and agents, whether required by statute, rule, regulation, contract or otherwise.

5. Workers’ Compensation: Pursuant to California Labor Code section 3602(d) and any other applicable law, TEAM RCD and COACHELLA VALLEY RCD further agree that, to the extent

TEAM RCD is legally required to provide Workers' Compensation coverage related to the work provided for it by COACHELLA VALLEY RCD employees, COACHELLA VALLEY RCD has and will obtain Workers' Compensation coverage for any and all of its employees who provide services for TEAM RCD and that such Workers' Compensation coverage will specifically cover and encompass any and all work performed by COACHELLA VALLEY RCD for TEAM RCD pursuant to this Agreement. COACHELLA VALLEY RCD will advise TEAM RCD in the event that the required Workers' Compensation insurance is about to or expected to lapse.

6. Mutual Indemnification: TEAM RCD and COACHELLA VALLEY RCD shall each defend, indemnify, and hold the other party and its officials, officers, employees, consultants, subcontractors, volunteers, and agents harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, to the extent arising out of incident to any negligent acts, omissions, or willful misconduct of the indemnifying party or its officials, officers, employees, consultants, subcontractors, volunteers, and agents arising out of or in connection with the performance of this Agreement, including, without limitation, the payment of all consequential damages and attorneys' fees and other related costs and expenses.

7. Insurance: COACHELLA VALLEY RCD shall procure and maintain during the period of performance of this MOU, and for twelve (12) months thereafter, adequate third party policies of insurance from an insurance company or companies authorized to do business in the State of California that covers any activities performed by COACHELLA VALLEY RCD under this Agreement. Proof of this insurance shall be provided to TEAM RCD within one (1) week of the effective date of this Agreement. COACHELLA VALLEY RCD will advise TEAM RCD in the event that the required third party insurance is about to or expected to lapse. TEAM RCD shall be responsible for carrying adequate insurance for any TEAM RCD employee or facility related to any activities performed under this Agreement.

8. Term: The term of this Agreement shall be for the period of one (1) year from the date of full execution of this Agreement by both Parties ("Initial Term"). The term of this Agreement shall be automatically extended for additional one (1) year terms ("Extended Term" or "Extended Terms," as appropriate) unless either Party terminates the Agreement pursuant to Paragraph 9, below.

9. Amendment and Cancellation: This MOU shall be effective when signed by both Parties. It contains the entire agreement between the Parties with respect to the matters herein provided for. It may be amended only by mutual written consent of both Parties, and either Party may cancel this MOU at any time upon thirty (30) days' written notice by so notifying the other Party by certified mail. COACHELLA VALLEY RCD shall not be responsible to perform any work other than Activities requested in writing by TEAM RCD that have been agreed to by COACHELLA VALLEY RCD, and TEAM RCD shall only be responsible to pay for work TEAM RCD has requested in writing to COACHELLA VALLEY RCD.

10. Notices: Any notice, demand, request, consent, approval, or communication that either Party is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the appropriate address. Either TEAM RCD or COACHELLA VALLEY RCD may change the name or address to which its notices are sent by delivering written notice to the other Party at the address listed in this subsection. The addresses for the Parties are as follows:

To TEAM RCD at:

To COACHELLA VALLEY RCD at:

Temecula-Elsinore-Anza-Murrieta
Resource Conservation District
P.O. Box 2078
Temecula, CA 92593-2078

11. Severability: If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

12. Attorneys' Fees: If either Party commences an action in court with respect to the rights and obligations of the Parties under this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party, in addition to all other relief granted by the court, its reasonable attorneys' fees and incurred in prosecuting or defending such action, including any appeal from the judgment therein.

13. Governing Law and Venue: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any lawsuit brought to enforce this Agreement shall be brought in an appropriate court in Riverside County, State of California.

14. Authority: Each Party to this Agreement warrants to the other that it is duly organized and existing and that it and the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents and bind the parties thereto.

15. Counterparts: This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

TEMECULA-ELSINORE-ANZA-
MURRIETA RESOURCE
CONSERVATION DISTRICT, a
California resource conservation district

COACHELLA VALLEY RCD, a California
resource conservation district

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A:
Activities

Use of COACHELLA VALLEY RCD employees, staff, and agents, or any combination of same, under this Agreement may include, but is not limited to:

- a. Assistance with the TEAM RCD Aquatics Program;
- b. Assistance with the biological monitoring and reporting on TEAM RCD conservation easements;
- c. Assistance with mitigation work;
- d. Assistance with the development of the projected costs associated with implementing mitigation and conservation easements;
- e. Assistance with the development of habitat mitigation and monitoring plans; and
- f. Assistance with related TEAM RCD projects or programs.

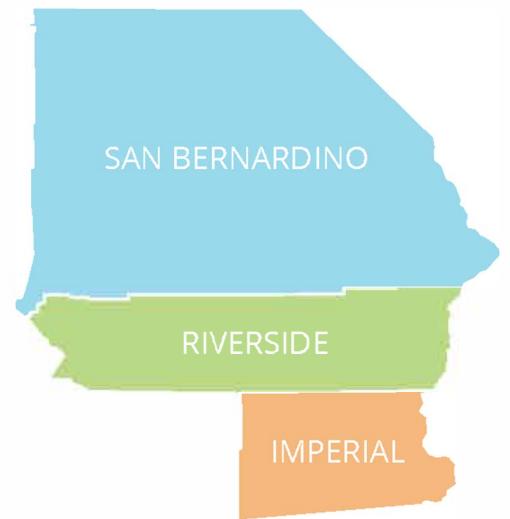
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NEW BUSINESS



ISC3

Inland Southern California Climate Collaborative



Who Are We?

The Inland Southern California Climate Collaborative (ISC3) is a gathering place for municipal and regional agency staff and representatives of key organizations to collaboratively advance equitable solutions that help their communities thrive in the face of climate change.

KEY MEMBERSHIP BENEFITS:



State Policy Engagement

Connect with State agencies and elected officials to receive briefings on new climate legislation and help shape policies and programs under development.

ISC3 members met with staff from the Office of Governor Newsom to share feedback on implementation of the California 30 x 30 Natural and Working Lands EO, including resources and programs that could support their efforts.



Connection to Funding

Become more effective at bringing in climate dollars by sharing grant opportunities and learning how to reframe proposed projects to infuse climate change adaptation and mitigation strategies to increase funding eligibility.

ISC3 members strategized about how to maximize co-benefits, like workforce development and economic diversification, into High Speed Rail investments coming into the region.



Knowledge Exchange

Facilitate the regular flow of information, best practices, and resources, including case studies and data visualization, via convenings, newsletters, and networking.

ISC3 members received guidance from the Governor's Office of Planning and Research on how SB 379 compliance -- incorporating climate adaptation into general plan updates -- can be met in a streamlined, yet community-serving way.



Supportive Peer Network

A forum for senior environmental staff to troubleshoot new approaches, navigate challenging topics through dialogue, and build relationships with peers with opportunities for project ideation and development support.

Every meeting begins with a 5-10 minute warm up icebreaker to give a chance for members to connect on a more personal level.

Climate Change in Inland Southern California

Wildfire 🔥
Wildfires will increase in frequency, range and severity, with a projected increase of 60-75% of land burned by the end of the century.

Drought 🌵
Studies show an increased likelihood of drought with an 80% chance of a multi-decade drought by 2100.

Extreme Heat 🌡️
Daily maximum temperatures are projected to increase by 8-14°F on average for the region by 2100.

Sustainable Growth 🏠
Curbing greenhouse gas emissions from transportation and stopping the conversion of natural and working lands are key to meeting California's climate goals.

JOIN US
In Creating A Climate Resilient Inland Southern California.
www.isclimatecollaborative.org

Bryn Lindblad
ISC3 Facilitator
blindblad@climateresolve.org