

# **ACTION ITEMS/DISCUSSION CALENDAR**

**TEAM**  
TEMECULA ELSINDRE  
ANZA  MURRIETA  
RESOURCE CONSERVATION DISTRICT

**TEAM**   
TEMECULA ELSINDRE ANZA MURRIETA  
RESOURCE CONSERVATION DISTRICT

**TEAM**   
TEMECULA ELSINDRE ANZA MURRIETA  
**RESOURCE CONSERVATION DISTRICT**

**TEAM**   
TEMECULA ELSINDRE ANZA MURRIETA  
RESOURCE CONSERVATION DISTRICT

**TEAM**  
TEMECULA ELSINDRE ANZA MURRIETA   
RESOURCE CONSERVATION DISTRICT

**TEAM**   
TEMECULA ELSINDRE ANZA MURRIETA  
RESOURCE CONSERVATION DISTRICT

 **TEAM**  
TEMECULA ELSINDRE ANZA MURRIETA  
RESOURCE CONSERVATION DISTRICT

**TEAM**   
TEMECULA ELSINDRE ANZA MURRIETA  
RESOURCE CONSERVATION DISTRICT

---

**TEAM**  
TEMECULA ELSINDRE  
ANZA  MURRIETA  
**RESOURCE CONSERVATION DISTRICT**

# RE-APPOINTMENTS

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**FROM :** SUPERVISOR CHUCK WASHINGTON and SUPERVISOR KEVIN JEFFRIES **SUBMITTAL DATE:**  
October 19, 2016

**SUBJECT:** Temecula-Elsinore-Anza-Murrieta Resource Conservation District Reappointment,  
1st and 3rd Districts. [\$0]

**RECOMMENDED MOTION:** The Board of Supervisors reappoint member to:

**Committee, Commission, or Board:** Temecula-Elsinore-Anza-Murrieta Resource  
Conservation District

**Type of Nomination:** 1<sup>st</sup> and 3<sup>rd</sup> Districts

**Member:** Name: Carol Lee Brady  
Address: 37850 De Portola Road  
Temecula, CA 92592  
Telephone: 951-757-7240

**Replaces:**

**Date Posted or Expired:** 11/30/2016

**Term of Appointment:** December 1, 2016 until November 30, 2020  
Complete full four year term ending 11/30/2020

**BACKGROUND/APPOINTEE INFORMATION:**

Supervisors Jeffries and Washington recommend the reappointment of Carol Lee Brady to the  
Temecula-Elsinore-Anza-Murrieta Resource Conservation District.

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**FROM :** SUPERVISOR CHUCK WASHINGTON and SUPERVISOR KEVIN JEFFRIES **ISSUANCE DATE:**  
October 19, 2016

**SUBJECT:** Temecula-Elsinore-Anza-Murrieta Resource Conservation District Reappointment,  
1st & 3rd Districts. [\$0]

**RECOMMENDED MOTION:** The Board of Supervisors reappoint member to:

**Committee, Commission, or Board:** Temecula-Elsinore-Anza-Murrieta Resource  
Conservation District

**Type of Nomination:** 1<sup>st</sup> and 3<sup>rd</sup> Districts

**Member:** Name: David R. Kuhlman  
Address: 46155 Sandia Creek  
Temecula, CA 92590  
Telephone: 951-852-9560

**Replaces:**

**Date Posted or Expired:** 11/30/2016

**Term of Appointment:** December 1, 2016 until November 30, 2020  
Complete full four year term ending 11/30/2020

**BACKGROUND/APPOINTEE INFORMATION:**

Supervisors Jeffries and Washington recommend the reappointment of David R. Kuhlman to the Temecula-Elsinore-Anza-Murrieta Resource Conservation District.

# **CROP SWAP PROGRAM**

**Amendment to Contract**

**Rancho California Water District Purchasing Department**

1. This Amendment to the Agricultural Irrigation System Auditor Contract ("Agreement") is made and entered into as of November \_\_\_\_, 2016, by and between Rancho California Water District ("RCWD") and Temecula-Elsinore-Anza-Murrieta Resource Conservation District ("TEAM RCD"), a California resource conservation district formerly known as Elsinore-Murrieta-Anza Resource Conservation District.

2. The Agreement is amended as follows:

TEAM RCD agrees to perform additional services in connection with the CropSWAP Program as specified in the attached Exhibit A. RCWD shall make payments to TEAM RCD for such services in accordance with the Payment Schedule attached as Exhibit B.

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict with this Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.

4. If any provision of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment effective as of the date first above written.

Rancho California Water District

Temecula-Elsinore-Anza-Murrieta  
Resource Conservation District

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

By: \_\_\_\_\_  
Rose Corona, Board President

Printed Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT A**  
**CropSWAP Program**  
**Scope of Work**

1. **Program Description.** The CropSWAP Program implemented by RCWD provides financial assistance to RCWD's Agricultural and Agricultural/Residential customers for completion of crop conversion projects that save water through the replacement of existing crops with those that require less irrigation water. The CropSWAP Program aids sustaining local agriculture through current economic and water supply conditions while conserving water supplies for the benefit of all RCWD's customers.

2. **Scope of Work.** TEAM RCD agrees to provide RCWD the following services in accordance with the CropSWAP Program:

a. Designate a TEAM RCD coordinator to schedule pre-conversion inspections and post-conversion inspections of the properties of Participating Growers who desire to complete a crop conversion project pursuant to the CropSWAP Program.

b. Conduct pre-conversion site inspections for proposed crop conversion projects prior to the start of construction to establish baseline data, to ascertain actual acreage to be converted, to determine water savings that will result from the conversion, to determine potential financial incentive amounts, and to assess existing irrigation system efficiency.

c. Following the completion of the crop conversion work by Participating Growers, conduct post-conversion site inspections to verify the conversion work was performed according to the requirements of the Participation Agreement entered into between RCWD and the respective Participating Growers, including but not limited to, ascertaining the actual acreage removed/converted and assessing the efficiency of the improved irrigation system.

d. Provide written report of the results of each pre-conversion inspection and post-conversion inspection to RCWD within 14 working days following the completion of such inspection.

3. **Subcontractor.** TEAM RCD contracts with Mission Resource Conservation District, a California resource conservation district, for permitted and licensed staff to perform the services described herein.

**EXHIBIT B**

**CropSWAP Program**

**Payment Schedule**

For services rendered as described in Exhibit A of this Amendment, RCWD shall pay TEAM RCD in accordance with the Project Fees on page 6 of TEAM RCD's response to RCWD's Request for Proposal for Agricultural Irrigation System Auditor dated September 26, 2014, which are set forth below:

Planted Acreage	Inspection Cost
1 to 5 acres	\$850
5.1 to 10 acres	\$950
10.1 to 15 acres	\$1,200
15.1 to 20 acres	\$1,500
20.1 to 25 acres	\$1,800
Above 25 acres	\$2,100

Cost of inspection includes scheduling, mileage, inspection, baseline soil test and report.

**AMENDMENT TO 2016 MEMORANDUM OF UNDERSTANDING BETWEEN  
TEMECULA-ELSINORE-ANZA-MURRIETA RESOURCE CONSERVATION DISTRICT  
AND MISSION RESOURCE CONSERVATION DISTRICT**

This Amendment to the March 3, 2016 Memorandum of Understanding (“2016 MOU”) is made and entered into as of November \_\_, 2016 by and between the Temecula-Elsinore-Anza-Murrieta Resource Conservation District (“TEAM RCD”), a California resource conservation district formerly known as Elsinore-Murrieta-Anza Resource Conservation District, and Mission Resource Conservation District (“Mission”), a California resource conservation district.

**RECITALS**

WHEREAS, on March 3, 2016, TEAM RCD and Mission entered into the 2016 MOU to carry out an irrigation system auditing program; and

WHEREAS, TEAM RCD desires to engage additional services of Mission in connection with the CropSWAP Program; and

WHEREAS, the Parties wish to enter into this Amendment to provide for continued cooperation between the Districts in implementing the CropSWAP Program and memorializing the rights and obligations of the Parties in relation to such Program.

**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 Mission hereby agree as follows:

1. **Additional Services.** Mission agrees to perform additional services in connection with the CropSWAP Program as described in the attached Exhibit A. TEAM RCD shall make payments to Mission for such services in accordance with the payment schedule attached as Exhibit B.
2. **2016 MOU.** Except as specifically set forth in this Amendment, the 2016 MOU and its provisions, including defined terms, are unaffected and shall continue in full force and effect in accordance with its terms, and those provisions shall apply equally to this Amendment.
3. **Counterparts.** This Amendment may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

**IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment effective as of the date first above written.**

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

**MISSION RESOURCE CONSERVATION  
DISTRICT, a California resource conservation  
district**

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

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

**Name:\_\_\_\_\_**

**Name:\_\_\_\_\_**

**Title:\_\_\_\_\_**

**Title:\_\_\_\_\_**

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

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

## **EXHIBIT A**

### **CropSWAP Program**

#### **Scope of Work**

1. **Program Description.** The CropSWAP Program implemented by Rancho California Water District (RCWD) provides financial assistance to RCWD's Agricultural and Agricultural/Residential customers for completion of crop conversion projects that save water through the replacement of existing crops with those that require less irrigation water. The CropSWAP Program aids sustaining local agriculture through current economic and water supply conditions while conserving water supplies for the benefit of all RCWD's customers.
2. **Scope of Work.** Mission agrees to provide TEAM RCD the following services in accordance with the CropSWAP Program:
  - a. Conduct pre-conversion inspections and post-conversion inspections as are requested by RCWD's Agricultural and Agricultural/Residential customers through RCWD's CropSWAP Program.
    1. The pre-conversion site inspections for proposed crop conversion projects are conducted prior to the start of construction to establish baseline data, to ascertain actual acreage to be converted, to determine water savings that will result from the conversion, to determine potential financial incentive amounts, and to assess existing irrigation system efficiency.
    2. Following the completion of the crop conversion work by Participating Growers, post-conversion site inspections are conducted to verify the conversion work was performed according to the requirements of the Participation Agreement entered into between RCWD and the respective Participating Growers, including but not limited to, ascertaining the actual acreage removed/converted and assessing the efficiency of the improved irrigation system.
  - b. Provide written report of the results of each pre-conversion inspection and post-conversion inspection to TEAM RCD and RCWD within 14 working days following the completion of such inspection.

**EXHIBIT B**  
**CropSWAP Program**  
**Payment Schedule**

For services rendered as described in Exhibit A of this Amendment, TEAMRCD shall pay Mission in accordance with the Project Fees on page 6 of Mission's response to TEAMRCD's Request for Proposal for Agricultural Irrigation System Auditor dated January 4, 2016, which are set forth below:

Planted Acreage	Inspection Cost
1.0 to 5.0 acres	\$335
5.1 to 10.0 acres	\$415
10.1 to 15.0 acres	\$495
15.1 to 20.0 acres	\$575
20.1 to 25.0 acres	\$655
Above 25.0 acres	\$695



Rancho California Water District  
In partnership with



Temecula-Elsinore-Anza-Murrieta  
Resource Conservation District  
**Present the**

**Crop***SWAP* Program

**Sustainable Water for Agricultural Production**

November, 2016

**42135 Winchester Road  
Temecula, California  
92590  
(951) 296-6900**

To apply for a Pre-Conversion Audit or for further  
information please contact:

Dave McElroy

Temecula-Elsinore-Anza-Murrieta Resource Conservation  
District

[cropswap@teamrcd.com](mailto:cropswap@teamrcd.com)  
or 951-387-8992

## **Table of Contents**

<b>Section 1:</b>	<b>Principles of the Program</b>
<b>Section 2:</b>	<b>Program Description</b>
<b>Section 3:</b>	<b>Program Funding Sources</b>
<b>Section 4:</b>	<b>Program Guidelines</b>
4.1	Eligibility
4.2	Project Prioritization
4.3	Participation Agreement
4.4	Commitment to Agricultural Production
4.5	Determination of Financial Assistance Amounts
4.6	Payment of Financial Assistance
4.7	Submittal of Plans and Adherence to Best Management Practices
4.8	Inspection Requirements
4.9	Water Allocations
4.10	Timing Requirements for Project Completion
4.11	Participation Process

# **CropSWAP Program**

## **Rancho California Water District**

### **Section 1: Principles of the Program**

The Rancho California Water District (RCWD/District) and the Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) support water use efficiency programs tailored to suit the needs of different types of water users. In general, the District designs the programs to provide technical and/or financial assistance for increasing water use efficiency within a specific customer class. The programs are developed based on the idea that efficient water use and water savings in one customer class benefits all customers through improved District-wide water supply reliability. The overall principle of the **CropSWAP** Program described herein is to aid in sustaining local agriculture through current economic and water supply conditions while at the same time conserving water supplies for the benefit of all RCWD customers.

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

This CropSWAP Program (Program) provides financial assistance to RCWD's "agricultural" and "ag/residential" customers for crop conversion projects. Crop conversion projects are those that save water through replacement of existing crops with those with lower irrigation water demands.

### **Section 3: Program Funding Sources**

Projects completed through participation in the Program will be funded through a partnership between RCWD, the Department of Water Resources, the US Bureau of Reclamation, the participating grower, and in some cases, the Natural Resources Conservation Service.

### **Section 4: Pre and post-Conversion Audits**

Pre and post-Conversion Audits will be conducted by TEAM RCD.

### **Section 4: Program Guidelines**

#### **4.1 Eligibility**

Following are eligibility requirements for receiving financial assistance through the Program:

##### ***Eligible Customers***

RCWD customers whose water service accounts qualify for "agricultural" or "ag/residential" account status are eligible to participate in the Program.

##### ***Property Requirements***

A minimum of three acres of crop that has been irrigated to a level considered adequate for commercial production must be replaced/converted on a single property within RCWD's service area in order to be eligible for receiving financial assistance through the Program. Portions of acreage not considered viable or eligible, although included in the total overall acreage of the property owned or farmed, (see Existing Crop Health requirements), will not be considered for financial assistance in the **Crop/SWAP** program. Eligible acreage must show a water savings and is not based on total acreage farmed but on viable and healthy crop. For example, if you have 20 acres of avocados but three acres contain dead crop/trees, the three acres will not be eligible for financial reimbursement.

### ***Types of Crop Conversion***

The RCWD and TEAM RCD anticipate that most crop conversion projects completed through the Program will involve avocados, citrus, and winegrapes since these are the most commonly grown crops within RCWD's service area. However, any crop conversion that results in at least 1 acre foot per acre of water savings is eligible for participation in the Program and will be considered by the District on a case by case basis. NOTE: the Program does not provide assistance for avocado tree "stumping," pruning practices, replacement of mature crops with juvenile crops of the same variety or the permanent removal of crops.

### ***Existing Crop Health***

Prior to crop conversion, crops that are replaced must have been irrigated to a level considered adequate for commercial production. The Program will not provide financial assistance for replacement of crops that are not alive or have not been irrigated substantially during the twelve-month period prior to their replacement.

### ***Newly Planted Crops***

Crops that replace those which are removed must have lower water requirements, and must result in water savings of at least 1 acre foot per acre converted. The Program will not provide financial assistance to replace crops with those that require more water. Moreover, the Program will not pay for the replacement of mature crops with juvenile crops of the same variety.

### ***Other Eligibility Requirements***

Crops that are replaced must be removed and replaced on an irrigation block by irrigation block basis. The Program will not provide financial assistance for the removal and replacement of individual trees/vines/etc. within blocks.

## **4.2 Project Prioritization**

The District will notice the public 30 days prior to the acceptance of project applications. Applications submitted for conversion projects that are eligible for the Program will be approved on a first-come, first served basis.

## **4.3 Participation Agreement**

To participate in the Program, eligible customers must enter into a Participation Agreement with RCWD, which provides details on participation requirements, conversion project specifications, financial incentive amounts, and payment terms.

#### 4.4 Commitment to Agricultural Production

Program Participants must commit, in writing, to make reasonable efforts to continue using the property undergoing the crop conversion for agricultural production of the crop to which the property was converted for a period of at least ten years following the completion of the conversion project. Language pertaining to this commitment will be included in the Participation Agreement entered into between the Rancho California Water District and the Program participant, and will be recorded on the title associated with the property undergoing crop conversion.

#### 4.5 Determination of Financial Assistance Amounts

The financial assistance amount provided by the RCWD to a Program participant will be determined by the District prior to the start of the participant’s crop conversion project. Determination of financial assistance amounts will be made through consideration of the types of crops involved in the crop conversion and an analysis of the participant’s history of water use. The following table shows financial assistance amounts to be provided based on the type of crop conversion completed and the participant’s calendar year 2016 water usage as a percentage of their 2016 water allocation.

Conversion Type	2016 Use as % of Water Allocation	Incentive Amount* (per acre converted)
Avocado to Winegrape	≥85%	\$15,000
Citrus to Winegrape	≥85%	\$10,000
Avocado to Citrus	≥85%	\$5,000

\*Adjustments may be made to these assistance amounts based on the age and other characteristics of the crop area being converted.

The following hypothetical examples of conversion projects are provided for further clarification on how financial assistance amounts will be determined.

##### **Example 1:**

###### Project Details

Conversion Type: Avocado to Citrus  
 2016 Water Allocation: 30,579 HCF  
 2016 Water Usage: 25,992 HCF  
 Acres to Convert: 15

###### Financial Assistance Amount Calculation

The participant used 85% of their water allocation (25,992 HCF Used / 30,579 HCF Allocated = 0.85) in calendar year 2016, and is proposing an avocado to citrus conversion. As per the table above, this participant is eligible to receive financial

assistance equal to \$5,000 per acre converted. Based on 15 acres of avocado to citrus conversion, the financial assistance amount for this property is \$75,000 (\$5,000 X 15 acres = \$75,000).

***Example 2:***

Project Details

Conversion Type:	Avocado to Winegrape
2016 Water Allocation:	16,309 HCF
2016 Water Usage:	14,026 HCF
Acres to Convert:	8

Financial Assistance Amount Calculation

The participant used 86% of their water allocation (14,026 HCF Used / 16,309 HCF Allocated = 0.86) in calendar year 2016, and is proposing an avocado to winegrape conversion. As per the table above, this participant is eligible to receive financial assistance equal to \$15,000 per acre converted. Based on 8 acres of avocado to citrus conversion, the financial assistance amount for this property is \$120,000 (\$15,000 X 8 acres = \$120,000).

***Example 3:***

Project Details

Conversion Type:	Citrus to Winegrape
2014 Water Allocation:	17,772 HCF
2014 Water Usage:	12,440 HCF
Acres to Convert:	12

Financial Assistance Amount Calculation

The participant used 70% of their water allocation (12,440 HCF Used / 17,772 HCF Allocated = 0.70) in calendar year 2016, and is proposing a citrus to winegrape conversion. As per the table above, this participant is not eligible to receive financial assistance for the project.

**4.6 Payment of Financial Assistance**

RCWD will make payment to the Program participant 30 days after acceptable documentation of conversion project costs are submitted to the District and completed conversion projects are approved by the District. Total financial assistance amounts paid by the District shall not exceed the total actual cost of the project.

**4.7 Submittal of Plans and Adherence to Best Management Practices**

Prior to beginning an approved conversion project, Program participants must submit plans to the District indicating an irrigation design and planting scheme. Irrigation systems and plantings must be implemented according to the latest best

management practices. Following are examples of practices that must be implemented in order for conversion projects to be eligible for financial assistance:

- Slopes must be suitable for the new crop being planted
- Appropriate application of mulch is required for new plantings in areas where mulch application is reasonable
- Irrigation systems must be designed to operate at a minimum of 85% distribution uniformity for tree plantings, and 90% for vine plantings
- Appropriate pressure regulation must be installed on irrigation systems
- A minimum number of plants must be installed on a per acre basis. For vineyards, a minimum of 720 vines per acre must be planted. For orchards, a minimum of 100 trees per acre must be planted.
- Automatic metering valves, irrigations timers, lateral line pressure regulators, and pressure compensating emitters are not required, but are recommended for installation.

Plans submitted by potential Program participants will be reviewed and approved by RCWD prior to the execution of Participation Agreements. Plans must be submitted on a sheet of paper no smaller than 11" x17", and must indicate at a minimum:

- A north arrow
- Street names
- The property's parcel boundaries
- Information regarding the topography within the parcel boundary
- The conversion area's boundaries
- The irrigation system layout within the conversion area including:
  - Location and size of the water meter
  - Locations, sizes and types of all backflow devices connected to the irrigation system
  - Locations, pipe sizes and types of all pressurized main lines leading to and within the conversion area
  - Locations, sizes and types of all valves within the conversion area
  - Locations, pipe sizes and types of all non-pressurized lateral lines within the conversion area
  - Locations, types, and specifications for all pressure regulation devices within the conversion area
  - Locations, types, and specifications for all emission devices (i.e. sprinklers, drippers) within the conversion area
- Locations and types of all new plant material within the conversion area
- Information regarding the use of mulch within the conversion area
- Information regarding plant spacing and number of plants installed

## **4.8 Inspection Requirements**

### ***Pre-conversion inspections***

Pre-conversion inspections will be conducted by TEAM RCD for proposed conversion projects prior to the start of construction to establish baseline data, to ascertain actual acreage to be converted, to determine water savings that will result from conversion, to determine potential financial incentive amounts, and to assess existing irrigation system efficiency. Once the initial application is filled out and submitted to RCWD and the application is approved, the grower will be directed to contact the TEAM RCD coordinator at [cropswap@teamrcd.org](mailto:cropswap@teamrcd.org) to schedule a pre-conversion inspection of their property. The grower will be required to fill out several forms including a liability form in order for the auditors to conduct their work. Once the pre-conversion inspection is performed, a report will be sent to RCWD for review. Once the audit has been approved, the grower can commence re-planting their property with the chosen crop they have indicated they will be converting to.

***Post-conversion inspections***

Post-conversion inspections will be conducted by TEAM RCD after construction activities are complete to verify conversion work was performed as required by formal Participation Agreements entered into between RCWD and participating growers, to ascertain actual acreage removed/converted, and to assess improved irrigation system efficiency. Grower will be directed to contact the TEAM RCD coordinator again at [cropswap@teamrcd.org](mailto:cropswap@teamrcd.org) for a post-conversion inspection. Participating customers must also agree to allow the District to audit the irrigation system for the property approximately five years following the completion of the conversion.

**4.9 Water Allocations**

Following the completion of conversions for which financial assistance was provided by RCWD, the water allocations for the converted areas will be reduced to reflect the needs of the newly planted crop for a period of at least ten years. The following table shows allocations that will be assigned to each of the crops following their installation.

New Crop*	Water Allocation (AF/acre)**
Citrus	3.4
Winegrape	2.0

\*Water allocations for crops not listed in this table will be determined on a case by case basis.

\*\*Future water allocations are subject to change based on determinations made by the District's Board of Directors and on provisions of the District's Water Shortage Contingency Plan.

**4.10 Timing Requirements for Project Completion**

Projects must be completed no more than twelve months following the execution of the Participation Agreement.

**4.11 Participation Process**

A list of steps that explain the Program Participation process is provided below:

**1. Project Application & Plan Submittal**

Eligible customers can download a Project Application from the District's website at [www.ranchowater.com](http://www.ranchowater.com) or visit the District's headquarters to pick one up.

Applications should be submitted along with project design plans to the District's Water Use Efficiency Department.

## **2. Pre-conversion Site Inspection**

After the District has reviewed your application, you will be notified as to whether or not you are eligible to receive a free pre-conversion site inspection. Pre-conversion inspections will be conducted by TEAM RCD for each conversion project prior to the start of construction to establish baseline data, to verify actual acreage to be converted, to estimate water savings that will result from conversion, to determine potential financial incentive amounts, and to assess existing irrigation system efficiency.

## **3. Participation Agreements**

After the District reviews data collected during pre-conversion process, you will be notified as to whether or not your proposed conversion project is eligible for participation in the Program. If it is eligible, a Participation Agreement will be written, which will contain information regarding financial incentive amounts, requirements for long-term agricultural production, further inspection requirements, and best management practice requirements. Once the Participation Agreement is fully executed by all parties, a Notice to Proceed will be sent to the participant.

## **4. Completion of Conversion Work**

The Program Participant is responsible for completing all conversion work according to the requirements of the Participation Agreement. The Program Participant should keep detailed records of all costs associated with the conversion. The Program Participant is responsible for notifying the District of the completion of the conversion work.

## **5. Post-conversion Site Inspection**

Following completion of the conversion work, post-conversion site inspections will be conducted by TEAM RCD to verify conversion work was performed according to the terms of the Participation Agreement.

## **6. Payment of Financial Incentive**

Following the completion of the post-conversion site inspection and submittal of documentation to the District regarding actual project costs, RCWD will notify the Program Participant regarding the District's approval of the conversion project. Approved projects that were completed as per the requirements of the Participation Agreement will be paid the agreed upon financial incentive within 30 days the project approval.

**RANCHO CALIFORNIA WATER DISTRICT  
CROP SWAP PROGRAM**

**PARTICIPATION AGREEMENT AND LIABILITY WAIVER**

This Participation Agreement and Liability Waiver (AGREEMENT) is effective this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Rancho California Water District, a California independent Special District with its principal place of business in Temecula, California (DISTRICT), and \_\_\_\_\_, an individual, with its principal place of business at \_\_\_\_\_ (PARTICIPATING GROWER).

**RECITALS**

WHEREAS, the District supports water use efficiency programs that benefit all District customers through improved District-wide water supply reliability, and

WHEREAS, the District intends to implement a CropSWAP Program (PROGRAM) through a partnership between the District, the California Department of Water Resources, the US Bureau of Reclamation, a Participating Grower, and in some cases, the Natural Resources Conservation Service, and

WHEREAS, the Program provides financial assistance to the District's Agricultural and Agricultural/Residential customers for completion of crop conversion projects that save water through the replacement of existing crops with those that require less irrigation water, and

WHEREAS, the Program aids in sustaining local agriculture through current economic and water supply conditions while conserving water supplies for the benefit of all District customers, and

WHEREAS, the District's Board of Directors has approved a Framework, which describes the Program's guidelines, and

WHEREAS, the Participating Grower desires to complete a crop conversion project (PROJECT) according to the guidelines defined in the Program's Framework.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the District and the Participating Grower hereto agree as follows:

**AGREEMENT**

1. Term. The term of this Agreement shall be from the date of its execution to the date 365 days following its execution.
2. Scope of Work.

- 2.1 Project Description and Objectives. The Project shall consist of the tasks set forth in the Scope of Work attached hereto as Appendix "A" and shall encompass the area depicted in Appendix "C" (PROJECT AREA). The Project includes the conversion of at least three (3) acres of existing irrigated crop to a different crop that requires less irrigation water.
3. Recordation Against Title. This Agreement shall be recorded against the title to the real property which encompasses the Project Area in the county in which the real property is situated. The obligations set forth herein shall accordingly transfer to subsequent purchasers of the real property.
4. District's Obligations. The District shall:
- 4.1 Inspect the Project following completion of the Project to ensure the conversion was completed according to Appendices "A" and "D" of this Agreement.
- 4.2 Evaluate the efficiency of the newly installed/retrofitted irrigation system to ensure it operates at acceptable levels of distribution uniformity as further set forth in Appendix "A."
- 4.3 Lower the water allocation of the water service account(s) associated with the property where the Project is implemented for a period of ten (10) years following the completion of the Project. Water allocations will be lowered to reflect the needs of the newly planted crop and are determined by the District's Board of Directors. The water allocations are subject to change at any time based on actions taken by the District's Board of Directors. As a result of this Project, the water allocation for water service account #XXXXXX will be lowered from XX,XXX HCF annually to XX,XXX HCF annually. Increased water use may result in higher rates.
- 4.4 Contribute funds in the amount set forth in Appendix "B" ("Project Funding Amount"), not to exceed the total cost of the Project, following the fulfillment of the Participating Grower's obligations set forth in Section 5 herein. Notwithstanding the foregoing, if the availability of funds is affected by actions taken by the U.S. Bureau of Reclamation and/or the California Department of Water Resources which are outside the control of the District, then the funds available for contribution to a Participating Grower could be reduced or eliminated. The District shall not be liable for any loss of funds.
5. Participating Grower's Obligations. The Participating Grower shall:
- 5.1 Complete the Project as described in Appendices "A", "C" and "D" of this Agreement.

- 5.2 Provide records of all payments made or received for the purpose of completing the Project, if requested by the District.
- 5.3 Commit to making reasonable efforts to continue agricultural production of the crop to which the Project Area was converted for a period of ten (10) years following the completion of the Project. Any further conversion of crops within the Project Area within the ten year period shall be subject to the District's approval. Should Participating Grower desire to cease agricultural production of the crop to which the Project Area was converted within the ten year period, Participating Grower shall notify the District prior to taking such action.
- 5.4 Permit the District and/or its contractors to enter the Project Area following Project completion to conduct a post-conversion inspection.
- 5.5 The Participating Grower and its contractors shall be responsible for ensuring compliance with all applicable laws, ordinances, rules and regulations, including but limited to, those related to agriculture.
6. Hold Harmless. Participating Grower agrees to hold District and its officers, directors, agents, contractors, and employees harmless from and against any and all liabilities, losses, costs, damages (including but not limited to equipment damage and/or crop failure), attorney's fees, and any other expenses which Participating Grower may sustain or incur as a result of participation in the Project. IN NO EVENT SHALL DISTRICT BE LIABLE TO PARTICIPATING GROWER IN ANY MANNER WHATSOEVER, FOR GENERAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, AND PARTICIPATING GROWER EXPRESSLY WAIVES ANY SUCH CLAIMS. The District shall require each of its contractors responsible for physically entering the Project Area to carry adequate insurance to protect their employees and agents in the event of bodily injury, which insurance shall be primary over any applicable policy of the Participating Grower with respect to such event.
7. Limitation of Liability. The District shall not be responsible for any loss of crops or environmental impacts associated with the Participating Grower's conversion of the Project Area. The District shall not be a party to any contract entered into by Participating Grower and its contractors and shall not be responsible for any property damage, bodily injury, or defective work which is connected with or related to work performed by Participating Grower's contractors.
8. Taxes. Should the Project Funding Amount constitute taxable income or be otherwise deemed taxable, the Participating Grower shall be responsible for

paying all Federal, State, and local taxes associated with its receipt of the Project Funding Amount.

9. Attorney's Fees and Venue. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other reasonable relief to which it may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the appropriate court in the County of San Diego, State of California for any proceeding arising hereunder.
10. Successors and Assigns. The covenants and agreements contained in this Agreement shall be binding upon and inure to the benefit of the heirs, successors and permitted assigns of the parties hereto.
11. Amendment. No change, amendment or modification of this Agreement shall be valid unless in writing and signed by the parties hereto.
12. Governing Law. This Agreement shall be construed and governed pursuant to the laws of the State of California.
13. Execution of Agreement. This Agreement may be executed in multiple counterpart originals, each of which is deemed to be an original.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

RANCHO CALIFORNIA WATER DISTRICT,  
A California special district government

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

Jeff Armstrong  
General Manager

PARTICIPATING GROWER:  
Joe Avocado

Date: \_\_\_\_\_ By: Joe Avocado  
Signature

## APPENDIX "A"

### SCOPE OF WORK

#### **Project Description**

This Project consists of the removal of X acres of EXISTING CROP TYPE, and the replacement of these EXISTING CROP TYPE with X acres of NEW CROP TYPE at the property located at 1234 Hass Grove Lane, Temecula, CA 92059 and within the Project Area identified in Appendix "C" of this Agreement.

#### **Project Requirements**

The following are requirements for the Project:

- After the X acres of EXISTING CROP TYPE are removed, they must be replaced with a minimum of XXX plants per acre within the Project Area.
- All EXISTING CROP TYPE removed through implementation of the Project must be handled and/or disposed of in adherence with all Federal, State, and local laws.
- Any grading that is conducted through implementation of the Project must be performed according to Federal, State, and local laws. Grading permits must be obtained from appropriate agencies, if applicable.
- The existing irrigation system within the Project Area will be retrofitted to suit the newly planted crop, and will be designed and installed to operate at a minimum of XX% distribution uniformity. Pressure regulation devices will be used for achieving this level of distribution uniformity.
- The existing irrigation system within the Project Area will be designed to avoid runoff.
- Automatic metering valves, irrigation timers, and pressure compensating emitters are not required for installation, but are recommended where appropriate.
- Appropriate types of mulch should be applied in areas where mulch application is reasonable.

#### **Post-conversion Inspection Requirements**

After the NEW CROP TYPE has been planted and the new irrigation system has been retrofitted/installed, the Participating Grower must schedule a post-conversion inspection. This inspection will be conducted at no cost to the Participating Grower by a contractor hired by the District who will verify that the conversion work was performed pursuant to the Project Requirements set forth herein. No payments from the District to the Participating Grower will be made until after the post-conversion inspection has been completed and the District has confirmed that the Project meets the Project Requirements.

#### **Project Timing Requirements**

The Project must be completed according to the Project Requirements and the post-conversion inspection must be completed within XXX days following execution of this Agreement.

## APPENDIX "B"

### PROJECT FUNDING

The following table shows the maximum amount of funding that will be provided by the District for implementation of the Project described in Appendix "A". This funding amount will be paid to the Participating Grower within 30 days following the post-conversion inspection and the Participating Grower's submission of the required Work Completion Certification Form to the District.

<b>FUNDING SOURCE</b>	<b>FUNDING AMOUNT*</b>
Rancho California Water District	\$XX,XXX
<b>TOTAL PROJECT FUNDING:</b>	<b>\$XX,XXX</b>

\*This Project Funding Amount is comprised of grant moneys awarded to the District through the US Bureau of Reclamation and/or the California Department of Water Resources. If the availability of this grant funding is affected by agency actions outside the control of the District, then the availability of the Project Funding Amount eligible to be awarded to a Participating Grower would be equally affected. The District shall not be liable for any loss of funds.

APPENDIX "C"

PROJECT AREA

**The following aerial photo identifies the Project Area where the conversion work is to take place.**

## **APPENDIX "D"**

### **PROJECT DESIGN PLANS**

**The following Project Design Plans provide details regarding the crop conversion and irrigation system retrofit work to be performed by the Participating Grower.**



Rancho  
California  
Water  
District



## CropSWAP Program Project Application

APPLICANT INFORMATION					
Customer Name :					
Water Service Account Number:					
Social Security Number or Tax I.D.:		Date:			
CONVERSION PROJECT INFORMATION					
PROPERTY INFORMATION					
What is the property address for the proposed crop conversion project?					
What is/are the Assessor's Parcel Number(s) for the property(ies) where the conversion project would take place?					
EXISTING CROP TYPE INFORMATION					
What existing crop type are you proposing to replace?					
How many acres of the existing crop type are you proposing to replace?					
How many trees would be removed/replaced within the Project Area?					
NEW CROP TYPE INFORMATION					
What is the new crop type that will replace the existing crop?					
How many acres of the new crop type will be planted?					
How many new trees, vines, etc. will be planted in the Project Area?					
PLAN SUBMITTAL INFORMATION					
<p>A plan must be submitted with this application on a sheet of paper no smaller than 11" x 17". The plan must contain:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; padding: 5px;"> <ul style="list-style-type: none"> <li>a north arrow</li> <li>street names</li> <li>parcel boundaries</li> <li>topography information within the parcel boundary</li> <li>Project Area boundaries</li> <li>Locations and types of all new plant material within the conversion area</li> <li>Information regarding the use of mulch within the conversion area</li> <li>Information regarding plant spacing and number of plants installed</li> </ul> </td> <td style="width: 50%; vertical-align: top; padding: 5px;"> <ul style="list-style-type: none"> <li>irrigation system layout within the Project Area to include:                             <ul style="list-style-type: none"> <li>Location and size of the water meter</li> <li>Locations, sizes and types of all backflow devices connected to the irrigation system</li> <li>Locations, pipe sizes and types of all pressurized main lines leading to and within the conversion area</li> <li>Locations, sizes and types of all valves within the conversion area</li> <li>Locations, pipe sizes and types of all non-pressurized lateral lines within the conversion area</li> <li>Locations, types, and specifications for all pressure regulation devices within the conversion area</li> <li>Locations, types, and specifications for all emission devices (i.e. sprinklers, drippers) within the conversion area</li> </ul> </li> </ul> </td> </tr> </table>				<ul style="list-style-type: none"> <li>a north arrow</li> <li>street names</li> <li>parcel boundaries</li> <li>topography information within the parcel boundary</li> <li>Project Area boundaries</li> <li>Locations and types of all new plant material within the conversion area</li> <li>Information regarding the use of mulch within the conversion area</li> <li>Information regarding plant spacing and number of plants installed</li> </ul>	<ul style="list-style-type: none"> <li>irrigation system layout within the Project Area to include:                             <ul style="list-style-type: none"> <li>Location and size of the water meter</li> <li>Locations, sizes and types of all backflow devices connected to the irrigation system</li> <li>Locations, pipe sizes and types of all pressurized main lines leading to and within the conversion area</li> <li>Locations, sizes and types of all valves within the conversion area</li> <li>Locations, pipe sizes and types of all non-pressurized lateral lines within the conversion area</li> <li>Locations, types, and specifications for all pressure regulation devices within the conversion area</li> <li>Locations, types, and specifications for all emission devices (i.e. sprinklers, drippers) within the conversion area</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>a north arrow</li> <li>street names</li> <li>parcel boundaries</li> <li>topography information within the parcel boundary</li> <li>Project Area boundaries</li> <li>Locations and types of all new plant material within the conversion area</li> <li>Information regarding the use of mulch within the conversion area</li> <li>Information regarding plant spacing and number of plants installed</li> </ul>	<ul style="list-style-type: none"> <li>irrigation system layout within the Project Area to include:                             <ul style="list-style-type: none"> <li>Location and size of the water meter</li> <li>Locations, sizes and types of all backflow devices connected to the irrigation system</li> <li>Locations, pipe sizes and types of all pressurized main lines leading to and within the conversion area</li> <li>Locations, sizes and types of all valves within the conversion area</li> <li>Locations, pipe sizes and types of all non-pressurized lateral lines within the conversion area</li> <li>Locations, types, and specifications for all pressure regulation devices within the conversion area</li> <li>Locations, types, and specifications for all emission devices (i.e. sprinklers, drippers) within the conversion area</li> </ul> </li> </ul>				
IRS FORM W-9					
<p>The IRS requires the Rancho California Water District to submit 1099-MISC forms to certain recipients of CropSWAP financial assistance. Therefore, as a condition to receiving financial assistance, all applicants must submit a completed IRS Form W-9 to the District with their application for it to be considered complete. The District does not determine the taxability of the financial assistance; it is the responsibility of the recipient to make this determination.</p>					

**By signing this Application, I certify: 1) I am the owner or Authorized Representative for the properties described above, 2) I desire to participate in the CropSWAP Program, and 3) I am willing to provide access to the District and/or its contractors to the property described above for the purpose of conducting a site inspection/distribution uniformity test.**

**Applicant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



Regional  
California  
Water  
District



## CropSWAP Program Pre-conversion Inspection Form

APPLICANT INFORMATION	
Customer Name :	
Water Service Account Number:	
Date:	
PROPOSED CROP CONVERSION TYPE	
Existing Crop	
Proposed Replacement Crop	
PROPOSED CROP CONVERSION AREA ASSESSMENT	
Number of Trees to be Replaced	
Assessment of Tree Health	Well-irrigated <input type="checkbox"/> Moderately-irrigated <input type="checkbox"/> Low-irrigation <input type="checkbox"/>
Estimate of Water Applied to Proposed Conversion Area in Calendar Year 2016	
Suitability of slope conditions for replacement crop	Suitable <input type="checkbox"/> Not suitable <input type="checkbox"/>
EXISTING IRRIGATION SYSTEM ASSESSMENT	
DU%	
COMMENTS	

Inspector's Signature: \_\_\_\_\_

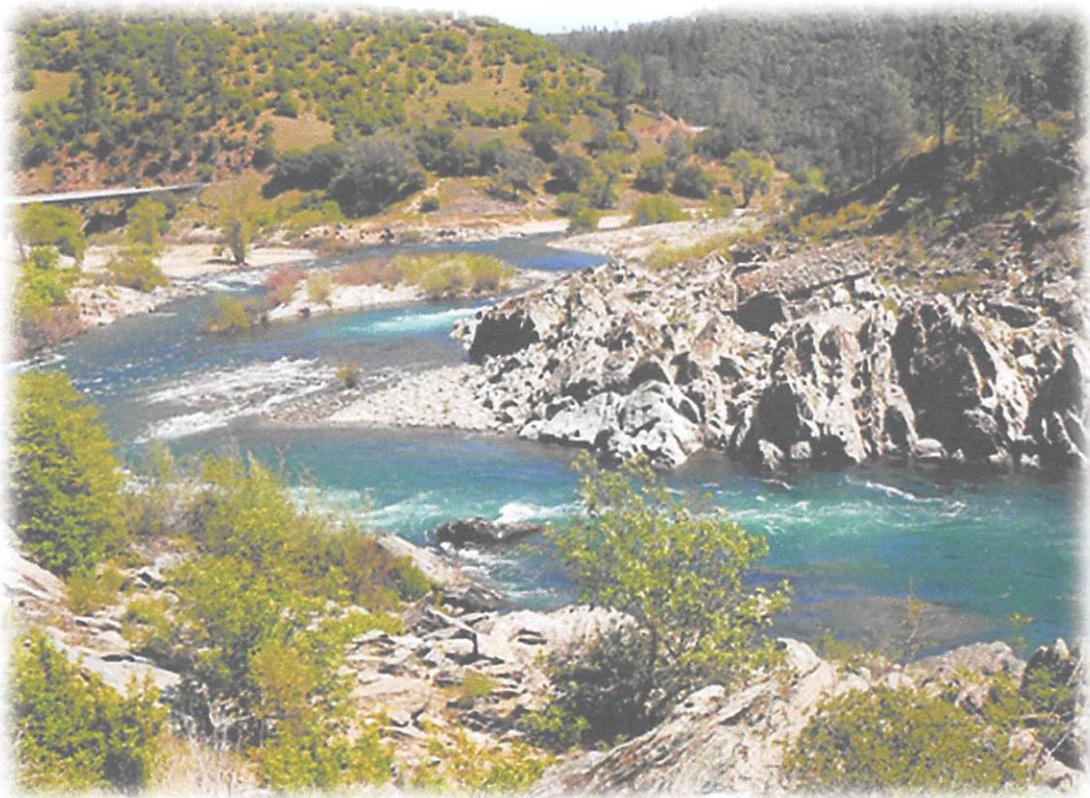
Date: \_\_\_\_\_

# **CARCD ANNUAL MEETING**



# THE CALIFORNIA ASSOCIATION OF RESOURCE CONSERVATION DISTRICTS

STRATEGIC DIRECTION  
2017-2019



**Letter from the Executive Director**

In pausing to reflect on the 5-year milestone since our last plan I want to say thank you to each member of the RCD community for the incredible amount of growth and success we have achieved in the last 5 years. Thanks also to our partners, supporters and friends that see the value in locally led conservation and have stood shoulder to shoulder with us to help build opportunities for RCDs and keep them strong for another 75 years. While we have come a long way, there are still many great opportunities on our horizon: opportunities to continue to build our strength collectively, to unify around our common goal of serving our communities so that we are all better able to get our work done and function as cohesive regional and state partnerships. The results will help us truly become the “go to hub for conservation and agriculture” that our communities and our state needs us to be.

With all the challenges and opportunities in front of RCDs, it’s an amazing time to be in the RCD world! This strategic plan represents exciting next steps for CARCD to be better able to support local conservation by better supporting the district in being better able to accomplish it! It is a commitment to districts, to partners and to every member of our community to build opportunities, strength, partnerships, RCD networks and each other to make conservation happen in the way we know it should be done- not as an afterthought but as a way of life. We are committed to you. I am proud of where we have been and the accomplishments we have made, but I am equally excited about the promise of our future.

Sincerely,



Karen Buhr, Executive Director

**Letter from the President**

We are very fortunate to have had sustained growth during the past several years. This good fortune represents the tireless work of CARCD Executive Director Karen Buhr and staff, district managers, RCD directors and the CARCD board leadership. Five years ago, coordinated work began on developing an ambitious strategic plan including “vision and standards” for all California RCDs. The resulting implementation of this vision has exceeded many expectations, and continues to fulfill the goal of “Relevant, Excellent and Visible” RCDs across the state.

The equally ambitious 2017 strategic plan adds clarity that builds on, and continues this important work. It also sets new and relevant goals for capacity growth within CARCD, the regions and local RCDs. It again represents a collaboration of many RCDs, district managers, Karen Buhr and staff and the CARCD board as well as the guidance of Solid Ground, our consulting partner. We are very appreciative of the individual work done in the past, present and future that insures our collective success. I am confident that the CARCD 2017 strategic plan is a roadmap to continued success. We need your support to insure just that.

Sincerely,

Glenn Franklin, President



## Introduction

CARCD has adopted a strategic plan to guide the work and the investments of the organization over the next three years. The plan has two elements: the Strategic Direction and the Three-Year-Plan.

The **Strategic Direction** includes the organization's vision of success, its mission statement, the goals it wants to achieve over the next three years, and the strategies or approaches it will use to accomplish its goals. The Association has defined three broad goals:

- Build the capacity of individual RCDs
- Increase the reach and influence of RCDs statewide
- Increase the impact and sustainability of CARCD

The **Three-Year-Plan** identifies the specific activities that staff and board members will undertake each year over the life of the strategic plan, and identifies success measures that the Association will use to assess its progress toward goals.

## Concepts

To guide this plan's readers, we provide the following concepts:

- **Resource conservation** comprises activities completed on all of California's lands to promote, elevate, maintain and/ or restore the ecological value inherent in each acre while meeting the landowners values and business needs
- **Healthy agriculture** refers to agriculture done in a way that sustains the viability of the operation and the inherent ecological value of the land.
- **Capacity Building** increasing the ability of RCDs to be able to deliver high quality programs and services at the local level



## Vision and Mission

It is the vision of California RCDs to be Relevant, Excellent, and Visible "go-to" hubs for natural resource conservation and agriculture on public and private land - at the local, regional, state, tribal, and federal levels. RCDs serve as an important local infrastructure that will provide high - quality, relevant service to their communities by:

- Providing meaningful, quantifiable conservation benefits to their district's natural resources through high quality, timely, and applied scientific programs on the ground.
- Upholding excellent operational management through having appropriate technical capacity and retaining quality key staff.
- Serving as critical partners in an active agricultural and local natural resource network
- Serving as a reputable education and information source on natural resource conservation.

**Vision:** *It is the vision of CARCD to grow into a full-capacity organization that can serve as a strong advocate, technical resource, and partner to its member RCDs in achieving the vision for the RCD field.*

**Mission:** *CARCD builds the network and local impact of RCDs in California, strengthening locally-led conservation and stewardship of natural and agricultural resources*

## Values and Beliefs of the RCD Community

California needs strong RCDs at the forefront of their communities helping landowners and citizens solve our state's most pressing conservation and agricultural challenges.

- Conservation and stewardship of agricultural and natural resources have significant environmental, economic and societal value, and RCDs play a critical role in these efforts.
- Voluntary, locally-led conservation is an effective and efficient strategy; this conservation is more effective when it is comprehensive and ecosystem based.
- Locally led conservation requires good relationships with and among local communities, landowners and partners; CARCD and RCDs are the best entities to make these connections.
- RCDs need resources to realize their core values, create resource conservation benefits, and support agriculture in California.
- We have greater impact working collectively than working alone.
- Decision-makers who are educated about natural resources, agriculture, and the important role of RCDs make better decisions about California's future.
- RCDs need a strong State Association to provide a powerful voice for their needs.
- RCDs require CARCD to operate as a professional, transparent organization that inspires trust among RCD membership.
- Landowners, RCDs, and partners require responsive, innovative, transparent support that meets their needs and addresses today's environmental challenges. CARCD believes in and supports a diversity of participation and ideas that are essential for effective resource conservation and agriculture in California.



## Goals and Strategies

In order to fulfill our role in the RCD vision, mission and values, CARCD will implement the following goals and strategies:

1. **Build capacity of individual RCDs**
  - a. Increase access to funding sources for RCDs
  - b. Provide direct support to districts investing in growth and capacity
  - c. Provide specific support for RCDs in attaining Tier 1 Standards
  
2. **Increase the reach and influence of RCDs statewide**
  - a. Foster collaborations and information-sharing among districts
  - b. Build political influence and understanding for the work of RCDs
  - c. Build awareness and support for resource conservation in California
  - d. Serve as thought leaders in policy and decision making to benefit local resource conservation
  
3. **Increase the impact and sustainability of CARCD**
  - a. Develop significant, sustainable revenue stream for the Association
  - b. Develop a strong team within the organization
  - c. Develop plans, systems, and infrastructure to support the organization
  - d. Build a strong CARCD network that includes more engaged and formal avenues of participation for RCD staff, RCD directors, and partners



**Goal 3. Increase the impact and sustainability of CARCD**

	<b>Sub-strategies</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>Success measures: by 2020...</b>	
<b>Strategy A: Develop significant, sustainable revenue streams for the Association</b>	<b>Foundation</b>	Seek foundation support for special projects and capacity building				
	<b>Fee-for-service</b>		Explore avenues to deliver additional services to RCDs and other partners at a fee	Develop and launch an earned-revenue / fee-for-service line of business		
	<b>State funding</b>	Build strong collaborative relationships with State Agencies with focus on finding opportunities that are mutually beneficial to agencies and RCDs	Seek to include CARCD as a line item in the Department of Conservation budget			
	<b>Agency contracts</b>	Explore grant opportunities through State agencies	Seek contracts or write grant proposals to bring funding to state objectives		CARCD will administer a \$5 million state contract for RCD support	
	<b>Membership</b>		Establish fair dues structure that provides for low-barrier membership	Develop pricing for CARCD goods and services with member discounts that provides an incentive for RCDs to join the organization	Expand suite of services to bring additional value to RCDs	40 RCDs will be members of CARCD, with collective dues of \$250,000
			Articulate the Association's value proposition for RCD membership	Recruit RCDs to become dues-paying members of CARCD	Explore potential for a non-RCD member category	

**Goal 3. Increase the impact and sustainability of CARCD**

Sub-strategies		2017	2018	2019	Success measures: by 2020...
			Create a distinct set of services provided to member districts	Continue to develop and refine services	
		Continue to collect feedback on CARCD services	Create programs that are relevant and inspire dues	Continue to develop and refine programs	
<b>Strategy B: Develop a strong team within the organization</b>	<b>Board</b>	Recruit, orient, train, and engage a diverse board of directors Assist RCDs with resources and tools to build strong boards that can contribute to CARCD having a strong board	Recruit, orient, train, and engage a diverse board of directors Assist RCDs with resources and tools to build strong boards that can contribute to CARCD having a strong board	Recruit, orient, train, and engage a diverse board of directors Assist RCDs with resources and tools to build strong boards that can contribute to CARCD having a strong board	
	<b>Staff</b>	Hire Development Director	Hire Community Organizing and Training Coordinator	Hire Circuit Rider to provide technical support to RCDs	
	<b>Culture</b>	Hold annual board-staff retreat to support a strong team culture building on the strengths of all board and staff members	Annual board-staff retreat	Annual board-staff retreat	
	<b>Resource Team</b>	Recruit a group of advisors to serve as a "Resource Team" to help identify / connect CARCD with funding opportunities	Meet at least annually with Resource Team, and call on team members as needed for guidance	Meet at least annually with Resource Team, and call on team members as needed for guidance	

**Goal 3. Increase the impact and sustainability of CARCD**

Sub-strategies		2017	2018	2019	Success measures: by 2020...
<b>Strategy C: Develop plans, systems, and infrastructure to support the organization</b>	<b>Technology</b>	Develop informational technology plan, including IT capacity investments	Establish statewide contact management database	Keep data management systems up-to-date	
		Update the CARCD website - CARCD vision and mission, optimized searchability, online Resource Library, other features	Ensure the website remains up to date	Ensure the website remains up to date	
	<b>Strategic plan</b>	Monitor progress against strategic plan goals	Monitor progress against goals	Update CARCD strategic plan	
	<b>Office</b>	Explore options for larger office space that could facilitate more team interaction and support positive team culture	Move into new office space with room for six staff plus meeting space for partners		
<b>Strategy D: Build a strong CARCD network that includes more engaged and formal avenues of participation for RCD staff, RCD directors, and partners</b>	<b>Member relations</b>	Develop member relations / "in-reach" plan to communicate regularly with RCD membership	Seek member feedback on their satisfaction with CARCD and their perception of their opportunities for participation	Adjust internal communications with RCDs if necessary, based on feedback	At least 25% of RCDs are very actively engaged in the Association's activities  At least 75% of RCDs surveyed report being satisfied or very satisfied with their engagement in CARCD
	<b>Partner relations</b>		Seek feedback from partners (for example, through individual conversations) on their satisfaction with CARCD, perception of opportunities for collaboration, and ways CARCD could improve	Adjust partnership work if necessary to enhance partners' experience, based on feedback	



RESOURCE  
CONSERVATION DISTRICTS

## RESOLUTION No 2016-01

### **A Resolution for Resource Conservation Districts in the state of California to Direct NRCS to add inadequate groundwater recharge to the list of resource concerns and components**

**WHEREAS:** Groundwater levels are negatively impacted by many current best management practices used to conserve water.

**WHEREAS,** Current global positioning system land surface surveys performed by NASA show significant areas of land subsidence throughout the State.

**WHEREAS,** Groundwater is currently in the forefront of natural resource concerns as local efforts are underway throughout the State to develop Groundwater Sustainability Plans as required by the Sustainable Groundwater Management Act of 2014.

**WHEREAS,** Groundwater recharge demonstration projects and studies are being conducted throughout the State by U.C. Davis and others, and showing promising results.

**WHEREAS,** Groundwater Recharge projects can be conducted at a small or large acreage scale, creating opportunities for a variety of landowners to participate.

**NOW, THEREFORE, BE IT RESOLVED** that the California Association of Resource Conservation Districts, on behalf of Resource Conservation Districts throughout the State of California, request that NRCS take immediate action to amend the list of Resource Concerns and Components to include inadequate groundwater recharge and make available to producers all applicable best management practices and cost share programs.

---

Submitted by the Sacramento Valley Region

Contact: Patti Turner, Colusa County RCD

**BACKGROUND:** Groundwater supplies are an important and immediate natural resource concern. Declining groundwater levels can cause domestic and municipal wells to go dry, costly well upgrades and repairs, and land subsidence. Once subsidence has occurred it can never be reversed and groundwater storage capacity is lost forever. There are many agricultural operations and communities that depend solely on groundwater. Groundwater is a vital natural resource that must be conserved and protected for future generations.



RESOURCE  
CONSERVATION DISTRICTS

## RESOLUTION No 2016-02

### A Resolution for replacement of CODE with the District Manager's Communication Committee

**WHEREAS**, District employees have recently determined that the CODE Association is no longer a viable association for district employee needs and have created a District Manager's Communication Committee to serve the following functions:

- 1) To improve communication among District Managers within RCD regions and state wide
- 2) To improve communication between the District Managers and CARCD staff and board.

**NOW, THEREFORE, BE IT RESOLVED** that the Bylaws be change to read as follows (*with changes as shown below with strikethrough,*)

~~Section 7. Of the CARCD Bylaws States that: California Association of District Employees (CODE) — The California Association of District Employees (CODE) shall be an affiliate of the Association, and shall be governed by separate bylaws. The objective of this affiliation is to strengthen the Conservation District program of the State of California by the effective utilization of the skills of the members of the CODE in support of the purposes and activities of the Association and its committees; to provide assistance, information, and support to Conservation Districts, employees, and their governing boards; and to promote the professional development of Conservation Districts and their employees.~~

#### **District Manager's Communication Committee**

The District Manager's Communications Committee works to improve communication among District Managers within RCD regions and state wide and between the District Managers and CARCD staff and board.

#### **Committee Term of Service**

Committee members will serve one year terms, and can serve consecutive terms, not to exceed three years. New members can either volunteer or will be selected by consensus of the majority of the District Managers in their region.

#### **Committee Member Responsibilities**

1. Maintain a current list of contacts for each district in their respective regions and provide updates to the master RCD contact list on a regular basis.
2. Solicit feedback from districts in their respective regions to identify high level management activities/concerns to CARCD.

3. Determine best communication methods within their region to seek input.
4. Communicate high level CARCD updates that are of importance to their respective regions and statewide.
5. Attend the CARCD board meeting and speak on behalf of the committee (rotating responsibility) about high level activities/concerns.
6. Assist the CARCD board, where appropriate, in decision making that affects the health of all RCDs.
7. Attend a bi-monthly committee call.
8. Attend the monthly CARCD District Manager's calls and bring up relevant topics of interest.
9. Work with respective Regional Chair to ensure coordination of communications.

---

Submitted by the District Manager's Communications Committee

Contact: Kara Heckert, Sonoma RCD



**RESOURCE**  
CONSERVATION DISTRICTS

## **RESOLUTION No 2016-03**

### **A Resolution Approving of the 2017-2019 CARCD Strategic Direction and Work Plan**

**WHEREAS**, The California Association of Resource Conservation Districts (CARCD) is a critical support system for all local Resource Conservation Districts RCDs statewide; and

**WHEREAS**, the CARCD values the consensus of its member RCDs in the setting the strategy for meeting long term goals of the CARCD that benefits local RCDs; and

**WHEREAS**, transparency, open communication and accountability between CARCD and member RCDs are paramount; and

**WHEREAS**, CARCD and RCDs are motivated to build on the recent successes and move into the next phase of the CARCD/RCD Capacity Building project for 2017,2018 and 2019;

**NOW, THEREFORE, BE IT RESOLVED** that the member districts' delegates approve the California Association of Resource Conservation Districts' 2017-2019 Strategic Direction and Work Plan.

---

Submitted by the Executive Committee of the CARCD

Contact: Glenn Franklin, President of CARCD and Board Member of Mariposa County RCD

# Delegate Credential

California Association of Resource Conservation Districts  
801 K Street, MS 14-15 • Sacramento, CA 95814  
Phone 916-457-7904 • Fax 916-457-7934

The \_\_\_\_\_ Resource Conservation District has designated \_\_\_\_\_  
to serve as its voting Delegate at the 2016 CARCD Annual Conference. We have designated  
\_\_\_\_\_ to serve as an alternate representative for the district. These  
selections were made on \_\_\_\_\_ to serve a full one-year term.

\_\_\_\_\_  
President or Secretary of RCD

*Please fill out both the top and bottom of this credential form with the same  
information and return it to the CARCD office. Thank You.*

# Delegate Credential

California Association of Resource Conservation Districts  
801 K Street, MS 14-15 • Sacramento, CA 95814  
Phone 916-457-7904 • Fax 916-457-7934

The \_\_\_\_\_ Resource Conservation District has designated \_\_\_\_\_  
to serve as its voting Delegate at the 2016 CARCD Annual Conference. We have designated  
\_\_\_\_\_ to serve as an alternate representative for the district. These  
selections were made on \_\_\_\_\_ to serve a full one-year term.

\_\_\_\_\_  
President or Secretary of RCD

**OLD BUSINESS**

2  
3 RESOLUTION NO. 2016-XXX

4  
5 RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
6 COUNTY OF RIVERSIDE APPROVING THE TEMECULA-  
7 ELSINORE-ANZA-MURRIETA RESOURCE CONSERVATION  
8 DISTRICT'S REQUEST TO REPLACE THE ANNUAL AUDIT  
9 REQUIREMENT PURSUANT TO GOVERNMENT CODE SECTION  
10 26909 WITH AN AUDIT CONDUCTED EVERY THIRD YEAR AND  
11 OTHER SPECIAL FINANCIAL REPORTING

12  
13 WHEREAS, the Temecula-Elsinore-Anza-Murrieta Resource Conservation District  
14 (“TEAM RCD”) is a resource conservation district created and authorized pursuant to California Public  
15 Resources Code section 9001 et seq. and located entirely within the County of Riverside (“County”); and

16 WHEREAS, in compliance with Government Code section 26909, TEAM RCD has been  
17 having prepared an annual audit of its accounts and records and has been providing such annual audit to  
18 the County Auditor-Controller; and

19 WHEREAS, pursuant to Government Code section 26909(b)(3), a special district such as  
20 TEAM RCD may, by unanimous request of the governing board of the special district and with  
21 unanimous approval of the County Board of Supervisors, replace the annual audit required under  
22 Government Code section 26909 with an audit conducted at specific intervals, as recommended by the  
23 County auditor, to be completed at least once every five years; and

24 WHEREAS, per TEAM RCD, the cost for annual audit has been increasing, and currently  
25 the lowest bid would cost TEAM RCD more than \$6,000 for a single year’s audit, which is a significant  
26 percentage of TEAM RCD’s annual revenues;

27 WHEREAS, the President of TEAM RCD has conferred with the Office of County  
28 Auditor-Controller regarding the proposal to replace TEAM RCD’s annual audits with: (1) an audit to

1 take place every third year, covering that year's accounts and records; (2) a yearly financial compilatio  
2 and review prepared by a certified public accounting firm; and (3) quarterly management reports;

3 WHEREAS, the Office of the County Auditor-Controller does not object to TEAM RCD'  
4 proposal, and in the event the County Auditor-Controller expresses concerns regarding issues within th  
5 compilations or finds anomalies of financial concerns with the submitted records at any time and order  
6 an audit of any TEAM RCD's financial records, TEAM RCD will have prepared and provide such aud  
7 in a timely manner; and

8 WHEREAS, on October 13, 2016, TEAM RCD Board of Directors approved TEAM RCI  
9 Resolution No. 2016-03, Resolution of the Temecula-Elsinore-Anza-Murrieta Resource Conservatio  
10 District Approving the Replacement of the Annual Audit Requirement Pursuant to Government Cod  
11 Section 26909 with an Audit Conducted Every Third Year and Other Specified Financial Reporting An  
12 Requesting Riverside County Board of Supervisors' Approval of Same ("Resolution No. 2016-03");

13 WHEREAS, TEAM RCD Resolution No. 2016-03 requests the County Board c  
14 Supervisors to unanimously approve the replacement of TEAM RCD's annual audit requirement unde  
15 Government Code section 26909 as specified in such Resolution; now, therefore

16 BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County c  
17 Riverside, State of California, in regular session assembled on \_\_\_\_\_, that the Boar  
18 of Supervisors unanimously approves TEAM RCD's request to replace its annual audit requirement unde  
19 Government Code section 26909 with: (1) an audit to take place every third year, covering that year'  
20 accounts and records; (2) a yearly financial compilation and review prepared by a certified publi  
21 accounting firm; and (3) quarterly management reports; and

22 BE IT FURTHER RESOLVED AND ORDERED that this Resolution shall take effec  
23 immediately upon its adoption.

24  
25  
26  
27  
28

August 31, 2016

*Sent via U.S. Mail*

Jason Uhley, Riverside County Flood  
Control and Water Conservation District  
1995 Market St.  
Riverside, CA 92501

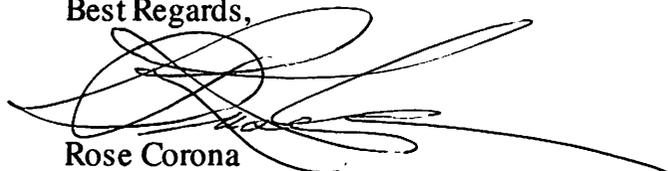
Dear Jason,

Thank you again for coming to speak at Temecula-Elsinore-Anza-Murrieta Resource Conservation District's (TEAM RCD) May 12<sup>th</sup>, 2016 meeting. The Board appreciates the time and effort you took to come and speak with us about opportunities for partnership and hopes to work together in the future for the mutual benefit of our districts.

As per the phone conversation I had with you earlier this month, I wanted to follow up with you in regards to the recent talks TEAM RCD had with Jeff Brandt of Cal Fish and Wildlife. He had expressed some concerns about Flood Control's use of Valley-Wide Recreation & Park District for maintaining conservation easements. Fish and Wildlife has nothing against Valley-Wide and has acknowledged that Valley-Wide does a good job of general clean up and maintenance. However, Jeff suggested that Fish and Wildlife would prefer to see a company with more of a conservation approach to maintenance rather than a simple cleaning and clearing method that is often adopted by many organizations. For a conservation easement, it would be better to have a maintenance company that has a little bit more knowledge and experience in taking adequate care of some of the biological resources. In addition, as areas surrounding conservation easements become more built-up, the problems with invasive species will likely increase, causing Valley-Wide's lack of specialized knowledge to grow more problematic. There are other maintenance organizations that have the requisite knowledge and expertise, including but not limited to L&L Environmental or SA WA, and it may be prudent to explore the option of using one of these organizations for specialized work.

TEAM RCD wishes to continue exploring opportunities for partnership with Flood Control and hopes to continue fostering a positive relationship with the department. I would be happy to discuss the above with you if you'd like more information, please give me a call at 909-208-7848.

Best Regards,



Rose Corona  
President, TEAM RCD

**TEMECULA-ELSINORE-ANZA-MURRIETA**  
**RESOURCE CONSERVATION DISTRICT**  
**AGREEMENT FOR SERVICES BY SAWA**

This Agreement (“Agreement”) is made this 20th day of October, 2016 by and between the Temecula-Elsinore-Anza-Murrieta Resource Conservation District (“TEAMRCD”) and the Santa Ana Watershed Association, a California nonprofit corporation (“SAWA”). TEAMRCD and SAWA are at times referred to individually as a “Party” and collectively as “Parties” herein.

**RECITALS**

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the Parties to this Agreement:

- TEAMRCD desires to engage the services of SAWA to perform such services as may be assigned, from time to time, by TEAMRCD in writing;
- SAWA agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement and has represented and warrants to TEAMRCD that SAWA possesses the necessary skills, qualifications, personnel, and equipment to provide such services; and
- The services to be performed by SAWA shall be specifically described in one or more written Work Orders issued by TEAMRCD and agreed to by SAWA pursuant to, and in accordance with, this Agreement.

**AGREEMENT**

Now, therefore, in consideration of the foregoing Recitals and mutual covenants contained herein, TEAMRCD and SAWA agree to the following:

**ARTICLE I**  
**TERM OF AGREEMENT**

1.1 This Agreement shall become effective on the date first above written and shall continue until July 31, 2020, unless extended or earlier terminated as provided for herein.

**ARTICLE II**  
**SERVICES TO BE PERFORMED**

2.1 SAWA agrees to provide such services as may be assigned, from time to time, in writing by TEAMRCD as agreed to by SAWA. Each assignment shall be made in the form of a written Work Order. Each such Work Order shall include, but shall not be limited to, a description of the nature and scope of the services to be performed by SAWA, the amount of compensation to be paid, and the expected time of completion.

2.2 SAWA may at SAWA’s sole cost and expense, employ or engage such competent and qualified independent professional associates, subcontractors, agents and consultants as SAWA deems necessary to perform each assignment; provided that SAWA shall not subcontract any work to be performed without the prior written consent of TEAMRCD. It is the sole responsibility of SAWA to ensure that any subcontracted work performed by third parties is in accordance with all applicable law and regulations and is in full compliance with this Agreement, including the related Work Order(s). SAWA shall maintain ultimate responsibility for complying with this Agreement, including all related Work Orders, and shall remain accountable to TEAMRCD.

**ARTICLE III  
COMPENSATION**

**3.1** In consideration for the services to be performed by SAWA, TEAMRCD agrees to pay SAWA as provided for in this Agreement.

**3.2** Each Work Order shall specify a total not-to-exceed sum of money and shall be based upon the regular hourly rates customarily charged by SAWA to its clients.

**3.3** TEAMRCD shall reimburse SAWA for reasonable and necessary expenses incurred by SAWA in the performance of services for TEAMRCD. Reimbursement shall be according to a schedule set forth in each Work Order.

**3.4** SAWA shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Work Order unless approved in advance by TEAMRCD, in writing.

**3.5** Unless otherwise provided for in any Work Order issued pursuant to this Agreement, payment of compensation earned shall be made Quarterly after receipt from SAWA of a timely, detailed, corrected, written invoice by SAWA's Manager, describing, without limitation, the services performed, when such services were performed, the time spent performing such services, the hourly rate charged therefore, and the identity of individuals performing such services for the benefit of TEAMRCD. Such invoices shall also include a detailed itemization of expenses incurred. Such invoices shall be received in TEAMRCD's office on or before the 15th day of the month, for payment on or about the 15th day of the following month. All payments are made on or about the 15th day of the month. Each such invoice shall be provided to TEAMRCD by SAWA within 15 days after the end of the Quarter in which the services were performed.

**ARTICLE IV  
SAWA OBLIGATIONS**

**4.1** SAWA agrees to perform all assigned services in accordance with the terms and conditions of this Agreement including those specified in each Work Order. In performing the services required by this Agreement and any related Work Order, SAWA shall comply with all local, state and federal laws, rules and regulations. TEAMRCD shall obtain and pay for any permits required for the services SAWA performs under this Agreement and any related Work Order, unless indicated in writing by TEAMRCD and agreed to by SAWA.

**4.2** Except as otherwise provided for in each Work Order, SAWA will supply all personnel and equipment required to perform the assigned services.

**4.3** SAWA shall be solely responsible for the health and safety of its employees, agents and subcontractors in performing the services assigned by TEAMRCD. SAWA agrees to conform to, and comply with all applicable health and safety laws and regulations, including the Federal and State Occupational Safety and Health Act (OSHA) regulations. SAWA shall procure and maintain for the duration of this Agreement insurance against claims for personal injuries or property damages which may arise from or relate to the performance of the work hereunder by the SAWA, its employees, agents, subcontractors or representatives, as follows:

**4.03(a)** Commercial General Liability, including operations, products and completed operations shall have a liability limit of \$2,000,000 per occurrence for bodily injury, personal injury and property damage; \$1,000,000 if the total amount of the Work Order/Agreement is less than \$35,000 and authorized by the TEAMRCD. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply

separately to the work required by this Work Order or the general aggregate limit shall be twice the required occurrence limit. Coverage shall at least be as broad as Insurance Services Office Commercial General Liability Coverage (Form CG 00 01) or Insurance Services Office Form (CG 00 09 11 88 Owners and SAWA's Protective Liability Coverage Form).

**4.03(b)** Automobile liability coverage shall be no less than \$1,000,000 per accident for bodily injury and property damage and coverage shall be at least as broad as Insurance Services Office Form CA 0001 covering Automobile Liability, Code C1 (any auto).

**4.03(c)** Workers Compensation Insurance as required by the State of California and Employer's Liability Insurance.

**4.03(d)** Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by TEAMRCD in advance.

**4.03(e)** TEAMRCD as Additional Insured. This Commercial General Liability and Automobile Liability Policies shall provide that TEAMRCD, its directors, officers, officials, employees, agents, volunteers and supervising engineer are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by SAWA or arising out of work or operations performed by SAWA under this Agreement/Work Order, including materials, parts or equipment furnished in connection with such work or operations. For any claims related to the work formed under this Agreement/Work Order, SAWA's insurance coverage shall be primary as to TEAMRCD, its directors, officers, officials, employees, agents, volunteers and supervising engineer. Any insurance maintained by TEAMRCD, its directors, officers, officials, employees, agents, volunteers or supervising engineer shall be excess to SAWA's insurance and shall not contribute with it. Each insurance policy required by this subsection shall be endorsed to state that coverage shall not be cancelled by either Party except after thirty (30) days prior written notice to TEAMRCD.

**4.03(f)** Waiver of Subrogation. SAWA hereby agrees to waive subrogation which any insurer of SAWA may require from SAWA by virtue of the payment of any loss. SAWA agrees to obtain any endorsement that may be necessary to give effect to this waiver of subrogation. The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of TEAMRCD for all work performed by SAWA, its employees, agents and subcontractors.

**4.03(g)** Acceptability of Insurers. Insurance required by this Section is to be placed with an insurer admitted in and regulated by the State of California with a current AM Best rating of no less than A-X. If the insurance company is not admitted in the State of California, it must be on the List of Eligible Surplus Line Insurers (LESLI), shall have a minimum AM Best rating of "A", Financial Category "X", and shall be domiciled in the United States, unless otherwise approved by TEAMRCD in writing. Each such policy of insurance shall expressly provide that it shall be primary and noncontributory with any policies carried by TEAMRCD and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of TEAMRCD that might otherwise result in forfeiture of coverage. Evidence of all insurance coverage shall be provided to TEAMRCD prior to the execution of this Agreement. Such policies shall provide that they shall not be canceled or amended without 30 day prior written notice to TEAMRCD. SAWA acknowledges and agrees that such insurance is in addition to SAWA's obligation to indemnify and hold TEAMRCD free and harmless as set forth further herein.

**4.03(h)** Coverage Verification. SAWA shall furnish TEAMRCD with original certificates and amendatory endorsements effecting coverage required by this Section. All certificates and endorsements shall be in a form acceptable to TEAMRCD. SAWA shall require and verify that all of its subcontractors maintain insurance meeting all of the requirements of this Section.

**4.4** The Parties hereby covenant and agree that they, and their directors, officers, employees, representatives, authorized volunteers and agents, shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any negligence, recklessness or willful misconduct by the other Party. SAWA and TEAMRCD each agree to indemnify, hold harmless and defend the other Party, including its directors, officers, employees, agents, representatives and authorized volunteers, ("Indemnified Party") from and against any and all liability, loss, damage, fines, penalties, expense and costs (including, without limitation, attorneys' fees, expert witness fees and litigation expenses and costs) of every nature arising out of or related to the Indemnifying Party's negligence, recklessness, errors, omissions or willful misconduct related to or arising from the performance of the work under this Agreement or any Work Order or Indemnifying Party's failure to comply with any of its obligations contained in this Agreement or any Work Order. The Parties shall promptly notify each other of any claims or actions which arise and for which indemnification is sought.

**4.5** In the event that TEAMRCD requests that specific employees or agents of SAWA supervise or otherwise perform the services specified in each Work Order, SAWA shall ensure that such individual(s) shall be appointed and assigned the responsibility of performing the services.

**4.6** In the event SAWA is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished with a registered professional engineer's number and shall conform to local, state and federal laws, rules and regulations. TEAMRCD shall obtain all necessary permits and approvals in connection with this Agreement, any Work Order or Change Order. However, in the event TEAMRCD is required to obtain such an approval or permit from another governmental entity, SAWA shall provide all necessary supporting documents to be filed with such entity, and shall assist in facilitating the acquisition of such approval or permit. SAWA shall be reimbursed by TEAMRCD for SAWA's costs and expenses in connection with obtaining such approval or permit.

#### **ARTICLE V** **TEAMRCD OBLIGATIONS**

**5.1** TEAMRCD shall:

**5.01(a)** Furnish to SAWA all existing studies, reports and other available data pertinent to each Work Order that are in TEAMRCD's possession;

**5.01(b)** Designate a person to act as liaison between SAWA and TEAMRCD; and

**5.01(c)** Ensure that all properties on which SAWA is to provide services under the terms of this Agreement are either owned by TEAMRCD or are properties where TEAMRCD had acquired an authorized and legal right to have SAWA perform its services on said property.

#### **ARTICLE VI** **ADDITIONAL SERVICES, CHANGES AND DELETIONS**

**6.1** During the term of this Agreement, TEAMRCD may, from time to time and without affecting the validity of this Agreement or any Work Order issued pursuant thereto, order changes, deletions, and additional services by the issuance of written Change Orders authorized and approved by TEAMRCD.

**6.2** In the event SAWA performs additional or different services than those described in any Work Order or authorized Change Order without the prior written approval of TEAMRCD, SAWA shall not be compensated for such services.

**6.3** SAWA shall promptly advise TEAMRCD as soon as reasonably practicable upon gaining knowledge of a condition, event, or accumulation of events, which may affect the scope and/or cost of services to be provided pursuant to this Agreement or any Work Order. All proposed changes, modifications, deletions, and/or requests for additional services shall be reduced to writing for review and approval or rejection by TEAMRCD.

**6.4** In the event that TEAMRCD orders services deleted or reduced, compensation shall be deleted or reduced by a comparable amount as determined by TEAMRCD, and SAWA shall only be compensated for services actually performed. In the event additional services are properly authorized, payment for the same shall be made as provided in Article III above.

## **ARTICLE VII** **TERMINATION OF AGREEMENT**

**7.1** In the event the time specified for completion of an assigned task in a Work Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to complete such Work Order and thereupon this Agreement shall automatically terminate without further notice.

**7.2** Notwithstanding any other provision of this Agreement, TEAMRCD or SAWA, at their sole option, may terminate this Agreement at any time by giving 10 days' written notice to the other Party.

**7.3** In the event of termination, the payment of monies due SAWA for work performed prior to the effective date of such termination shall be paid after receipt of an invoice as provided in this Agreement.

## **ARTICLE VIII** **SAWA STATUS**

**8.1** SAWA shall perform the services assigned by TEAMRCD in SAWA's own way as an independent contractor and not as an employee of TEAMRCD. SAWA shall be under the control of TEAMRCD only as to the result to be accomplished and the personnel assigned to perform services. However, SAWA shall regularly confer with TEAMRCD's liaison, as provided for in this Agreement. This Agreement shall not, in any way, establish a joint-employer relationship for any employees, representatives, agents, or authorized volunteers performing services or work under this Agreement or related Work Order.

**8.2** SAWA hereby specifically represents and warrants to TEAMRCD that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional consulting organization rendering the same or similar services. Furthermore, SAWA represents and warrants that the individual signing this Agreement on behalf of SAWA has the full authority to bind SAWA to this Agreement.

## **ARTICLE IX** **AUDIT AND OWNERSHIP OF DOCUMENTS**

**9.1** All draft and final reports, plans, drawings, specifications, data, notes, and all other documents of any kind or nature prepared or developed by SAWA in connection with the performance of services assigned to it by TEAMRCD are the sole property of TEAMRCD, and SAWA shall promptly deliver all such materials to TEAMRCD. SAWA may retain copies of the original documents, at its option and expense. Use of such documents by SAWA for project(s) not the subject of this Agreement shall be at SAWA's sole risk without legal liability or exposure to TEAMRCD.

**9.2** SAWA shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records, certified payroll, and vouchers and all other records with respect to all matters concerning services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as TEAMRCD may deem necessary, SAWA shall make available to TEAMRCD's agents for examination of all such records and will permit TEAMRCD's agents to audit, examine and reproduce such records.

**ARTICLE X**  
**MISCELLANEOUS PROVISIONS**

**10.1** This Agreement supersedes any and all previous agreements, either oral or written, between the Parties hereto with respect to the rendering of services by SAWA for TEAMRCD and contains all of the covenants and agreements between the Parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both Parties.

**10.2** SAWA shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of TEAMRCD. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

**10.3** Time is of the essence in the performance of services required hereunder. SAWA agrees to be bound by the schedule presented in any Work Order as part of this Agreement. Extensions of time within which to perform services may be granted by TEAMRCD if requested by SAWA and agreed to in writing by TEAMRCD. All such requests must be documented and substantiated and will only be granted as the result of unforeseeable and unavoidable delays not caused by the lack of foresight on the part of SAWA.

**10.4** To the extent applicable SAWA shall comply with all local, state and federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages.

**10.5** TEAMRCD expects that SAWA will devote its full energies, interest, abilities and productive time to the performance of its duties and obligations under this Agreement, and shall not engage in any other consulting activity that would interfere with the performance of SAWA's duties under this Agreement or create any conflicts of interest. If required by law, SAWA shall file a Conflict of Interest Statement with TEAMRCD.

**10.6** Any dispute which may arise by and between SAWA and the TEAMRCD in connection with this Agreement or any related Work Order, including SAWA's employees, agents and subcontractors, shall be submitted to binding arbitration. Arbitration shall be conducted by a neutral, impartial arbitration service that the Parties mutually agree upon, in accordance with its rules and procedures. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Unless the Parties stipulate to the contrary prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation conducted by a neutral, impartial mediation service that the Parties mutually agree upon, in accordance with its rules and procedures.

**10.7** During the performance of the Agreement, SAWA and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status and denial of family care leave. SAWA and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. SAWA and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder. The applicable regulations of the Department of Fair Employment and Housing implementing Government Code Section 12990 et seq., set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into

this Agreement by reference and made a part hereof as if set forth in full. SAWA and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. SAWA shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**10.8** SAWA may be subject to the provisions listed in the prevailing wage determination made by the Director of Industrial Relations pursuant to California Labor Code, Sections 1770, 1773 and 1773.1. It is agreed that all provisions of law applicable to public contracts may be applicable to this Agreement. If required by law, SAWA shall not pay less than the prevailing wage.

**10.9** SAWA's employees, agents and subcontractors shall adhere to, and comply with, the California Drug Free Workplace Act at Government Code, Sections 8350 through 8357.

**10.10** In the event that any provision of this Agreement or related Work Order is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Agreement and related Work Order shall continue to be in full force and effect and shall not be affected thereby.

**10.11** All correspondences and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below, or such other addresses as the parties may hereafter designate in writing, and are deemed to have been duly given on the date of delivery if delivered personally, or on the third business day after their deposit in the United States mail, postage prepaid:

TEAMRCD: TEAMRCD  
P.O. Box 2078  
Temecula, CA 92593  
Attn: Rosa Corona, Board President

SAWA: Santa Ana Watershed Association  
1835 Chicago Ave, Unit C  
Riverside, CA 92507  
Attn: Hugh Wood, Executive Director

**In witness whereof**, the Parties hereby have made and executed this Agreement as of the day and year first above-written.

**Santa Ana Watershed Association**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

~~Temecula-Elsinore-Anza-Murrieta Resource Conservation District~~

  
\_\_\_\_\_  
Rose Corona, Board President

10/29/16  
\_\_\_\_\_  
Date