

# **ACTION ITEMS/DISCUSSION CALENDAR**

## TEAM RCD LOGOS

EMECLA EL SINORE ANZA MURRIETA

# THE ANA

RESOURCE CONSERVATION DISTRICT

TEAM 

TEMECULA ELSINDRE ANZA MURRIETA  
RESOURCE CONSERVATION DISTRICT

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TEMECULA ELSINDRE ANZA MURRIETA  
RESOURCE CONSERVATION DISTRICT

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RESOURCE CONSERVATION DISTRICT

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RESOURCE CONSERVATION DISTRICT

TEAM 

TEMECULA ELSINDRE ANZA MURRIETA  
RESOURCE CONSERVATION DISTRICT



# **DRAFT MOU WITH RCA**

**MEMORANDUM OF UNDERSTANDING BY AND  
BETWEEN THE WESTERN RIVERSIDE COUNTY  
REGIONAL CONSERVATION AUTHORITY AND  
THE TEMECULA-ELSINORE-ANZA-MURRIETA  
RESOURCE CONSERVATION DISTRICT  
REGARDING HABITAT MANAGEMENT PURSUANT  
TO THE WESTERN RIVERSIDE COUNTY HABITAT  
CONSERVATION PLAN**

This Memorandum of Understanding ("MOU") is entered into by and between the Western Riverside County Regional Conservation Authority ("RCA"), a public agency and joint powers authority, and the Temecula-Elsinore-Anza-Murrieta Resource Conservation District ("Reserve Manager"), a California resource conservation district, as of the date set forth below. RCA and Reserve Manager are sometimes referred to in this MOU individually as a "Party," or collectively as the "Parties."

**RECITALS**

**WHEREAS**, RCA is a public agency and joint powers authority created pursuant to the provisions of Government Code section 6500 et seq. The RCA is composed of seventeen (17) member agencies, including the County of Riverside and sixteen cities within the western part of the County, for purposes of wildlife and plant life conservation and to provide primary policy direction for implementation of the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP"); and

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

**WHEREAS**, the Parties share a common interest in sustaining the integrity of regional biological and natural systems and the human and economic values they support in Western Riverside County; and

**WHEREAS**, the MSHCP, of which RCA was a signatory, went into effect in June 2004, and was designed to meet the challenge of rapid urbanization by providing for the conservation of significant habitat and the preservation of endangered, threatened, and rare species in a coordinated and efficient manner; and

**WHEREAS**, one of RCA's primary responsibilities is to acquire or document the acquisition of property for assembly of the MSHCP Conservation Area, including lands qualifying as Additional Reserve Lands, defined as conserved habitat totaling approximately 153,000 acres needed to meet the goals and objectives of the MSHCP (MSHCP Implementing Agreement, section 3.3 at p. 4), and Public/Quasi-Public Lands, meaning that subset of MSHCP Conservation Area lands totaling approximately 347,000 acres of lands known to be in public/private ownership and expected to be managed for open space value and/or in a manner that contributes to the conservation of species covered by the MSHCP (MSHCP Implementing Agreement, section 3.90 at p. 13); and

**WHEREAS**, efforts to coordinate conservation programs among local, state, and federal agencies in California are well-established. This MOU establishes a partnership between the RCA and Reserve Manager to cooperate in the implementation of the MSHCP; and

**WHEREAS**, one of RCA's responsibilities is to encourage the exchange of information regarding Public/Quasi-Public (POP) Lands, meaning that subset of MSHCP Conservation Area lands totaling approximately 347,000 acres of lands known to be in public/private ownership and that are managed for conservation and/or open space value and/or in a manner that contributes to the conservation of species covered by the MSHCP (MSHCP Implementing Agreement, section 3.90 at p. 13); and

**WHEREAS**, one purpose of this MOU is to encourage the Reserve Manager to manage self-sustaining conservation areas with three primary management goals, 1) maintain or improve habitat conditions and ecosystems functions within the MSHCP Conservation Area, 2) manage natural processes so that species diversity is maintained along with overall ecosystem health, 3) reduce disturbance regimes and minimize threats that affect habitats and natural communities in the MSHCP Conservation Area; and

**WHEREAS**, as further identified in Exhibit "A," Reserve Manager owns certain parcels of land in fee title or under conservation easements that are located outside of the Criteria Cells and which qualify as Public/Quasi-Public Lands pursuant to MSHCP Implementing Agreement section 3.90 page 13 ("POP Lands"); and

**WHEREAS**, in addition to POP Interests, and as further identified in Exhibit "B" Reserve Manager owns certain parcels of land in fee title or under conservation easements that are located within the Criteria Cells ("ARL Lands"); and

**WHEREAS**, a second purpose of this MOU is to confer take to Reserve Manager pursuant to Sections 13.1 and 18.0 of the Implementing Agreement to conduct management and monitoring activities on Reserve Manager-controlled property in compliance with the Implementing Agreement, the Permits and the MSHCP (including, but not limited to, page 7-66); and

**WHEREAS**, the Parties desire to enter into this MOU to satisfy the goal of management and adaptive management practices of conserved land in accordance with Section 5.2 of the MSHCP.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein, RCA and Reserve Manager hereto agree as follows:

1. Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.
2. Definitions. Unless otherwise defined by this MOU, all capitalized terms in this MOU will have the same definition as the MSHCP and the Implementing Agreement. Specifically,

(a) “General Management Measures” is defined in Section 5 of the MSHCP, specifically starting at page 5-4.

(b) “Habitat” is defined in Section 3.53 of the Implementing Agreement.

3. Authority. This MOU does not modify or supersede existing statutory direction of the signatories.

4. Management.

(a) Management Goals. The overriding management goal of the MSHCP is to establish and maintain a self-sustaining MSHCP Conservation Area, which focuses on conserving Covered Species and their Habitats. In furtherance of the satisfaction of this goal, Reserve Manager agrees to manage its PQP and ARL Lands consistent with the MSHCP by maintaining and/or improving habitat conditions and ecosystem functions on such lands.

(1) The RCA agrees to provide any available digital files and hard copy maps of the PQP and ARL Lands to Reserve Manager upon request. Reserve Manager likewise agrees to provide the RCA with any available digital files and hard copy maps of the same. The Reserve Manager will provide updated information by December 31 of each year.

(2) Reserve Manager further agrees to provide any further information it possesses regarding types of vegetation and quality of vegetation on the lands it manages within the MSHCP Plan Area to the RCA.

(b) General Management Measures. In connection with its management of the PQP and ARL Lands, Reserve Manager will not undertake any action that will be adverse to the General Management Measures identified in Section 5 of the MSHCP, which General Management Measures address the processes, threats, and disturbances that affect habitat and on sustaining sufficient species diversity to maintain the health of the particular ecosystem. Reserve Manager's management will include reasonable measures to control disturbance regimes that include illegal trespass (e.g., dumping, vandalism and off-road vehicle use); altering the natural fire regime (fires too frequent or too infrequent); and habitat disturbance. Typical responses to these disturbance regimes may include, in Reserve Manager's discretion, controlling public access through appropriate fencing, gates, and signage, and trash removal.

(c) Monitoring. Reserve Manager will grant a right of entry onto the PQP and ARL Lands by RCA staff, or its designees, to carry out biological monitoring activities required by the MSHCP.

5. Management Take. Reserve Manager agrees to comply with the MSHCP Management Guidance Document (October 2010, or any amendment or updates thereto), Implementation for Non-RCA Participating Reserve Managers, when requesting take for management activities.

6. Costs and Expenses. The Parties agree that additional costs that may be related to or a result of “Adaptive Management” or increased management costs which may occur under the Adaptive Management Program (Section 5.2 of the MSHCP) may be agreed to in

advance of implementation and reimbursed to the Reserve Manager by the RCA from MSHCP Reserve Management Budget funds approved by the RCA Board.

7. Term. The term of this MOU shall continue for the life of the 75 year permit (i.e., until 2079). The Parties intend for this MOU to remain enforceable for the life of the MSHCP and any successor conservation plan.

8. Termination. This MOU can be terminated by either party with 90-days' notice. Take granted for monitoring or management to the Reserve Manager will terminate on the same date as the MOU termination.

9. Dispute Resolution. The Parties will work collaboratively to resolve issues associated with management take by taking the following steps:

(a) The Parties will make every effort to expeditiously resolve any disagreements. If resolution cannot be accomplished promptly during regularly scheduled meetings and conference calls, a further attempt to reach resolution will be promptly attempted in an interim meeting or conference call dedicated to the purpose of resolving the disagreement. All Parties agree to elevate the decision to successively higher levels within each organization until consensus is reached.

10. Notices. The persons and their addresses having authority to give and receive notices under this MOU are:

Reserve Manager:

Temecula-Elsinore-Anza-Murrieta  
Resource Conservation District  
P.O. Box 2078  
Temecula, CA 92593-2078  
Phone: (951) 387-8992

RCA:

Western Riverside County Regional  
Conservation Authority  
Attention: Executive Director  
P.O. Box 1667  
3403 Tenth St., Suite 320  
Riverside, CA 92502-1667  
Phone: (951) 955-9700  
Facsimile: (951) 955-8873

Any notices from either Party to the other shall be given in writing to the attention of the persons listed above, or to other such addresses or addressees as may hereafter be designated in writing for notices by either Party to the other. Notice shall be served personally, sent by facsimile, overnight mail by a reputable courier, or by first class mail, postage prepaid.

11. Indemnification. RCA shall indemnify and hold Reserve Manager, its officers, agents and employees free and harmless from liability to any person or entity not a Party to this MOU from any damage, loss or injury to person and/or property which relates to or arises from the negligence or willful misconduct of the RCA, its officers, agents or employees in the execution or implementation of this MOU; Reserve Manager shall indemnify and hold RCA, its officers, agents, or employees free and harmless from liability to any person or entity not a Party to this MOU from any damage, loss or injury to person and/or property which relates to

or arises from the negligence or willful misconduct of Reserve Manager, its officers, agents or employees in the execution or implementation of this MOU.

12. Authority. This MOU does not modify or supersede existing statutory direction to any signatory to the MSHCP or the provisions of the MSHCP and is voluntarily entered into between the Parties.

13. Miscellaneous.

(a) Neither Party may assign its rights or obligations under this MOU without the express written consent of the other Party.

(b) This MOU contains the entire understanding between the Parties with respect to its subject matter, and supersedes all prior agreements, oral or written, and all prior or contemporaneous discussions or negotiations between the Parties. This MOU cannot be amended except in writing signed by both Parties.

(c) The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this MOU.

(d) If any portion of this MOU is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

(e) No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

(f) This MOU and all documents executed and delivered in connection herewith shall be governed by the laws of the State of California. The Parties agree to the jurisdiction and venue of the appropriate court(s) in the County of Riverside, State of California.

(g) If any legal action or other proceeding is brought for the enforcement of this MOU, the prevailing Party shall be entitled to recover reasonable attorneys' fees, expenses, and other costs incurred in that action or proceeding in addition to any other relief to which such Party may be entitled.

**SIGNATURE PAGE FOR THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY AND THE TEMECULA-ELSINORE-ANZA-MURRIETA RESOURCE CONSERVATION DISTRICT REGARDING HABITAT MANAGEMENT PURSUANT TO THE WESTERN RIVERSIDE COUNTY HABITAT CONSERVATION PLAN**

**IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the last date set forth below ("Effective Date").**

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

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

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

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

Rose Corona  
President

*Approved as to Form:*

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

Melissa R. Cushman  
Deputy County Counsel

WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a public agency and joint powers authority

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

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

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

Charles V. Landry  
Executive Director

*Approved as to Form:*

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

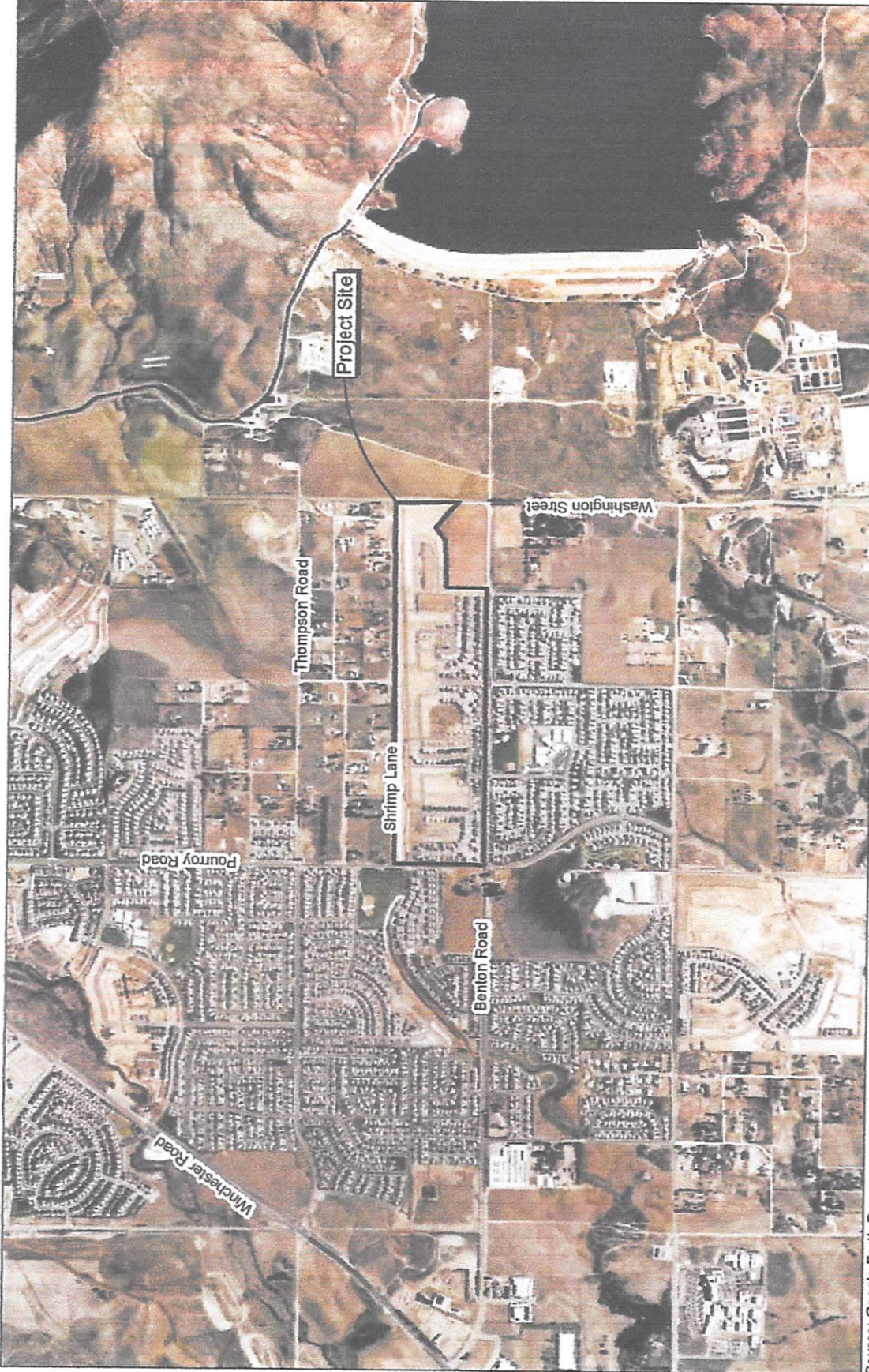
Best Best & Krieger LLP  
General Counsel

**EXHIBIT A  
PQP LANDS**

**LEGAL DESCRIPTION AND DEPICTION OF PROPERTY**



## **Adeline Farm Maps**



Source: Google Earth Pro.

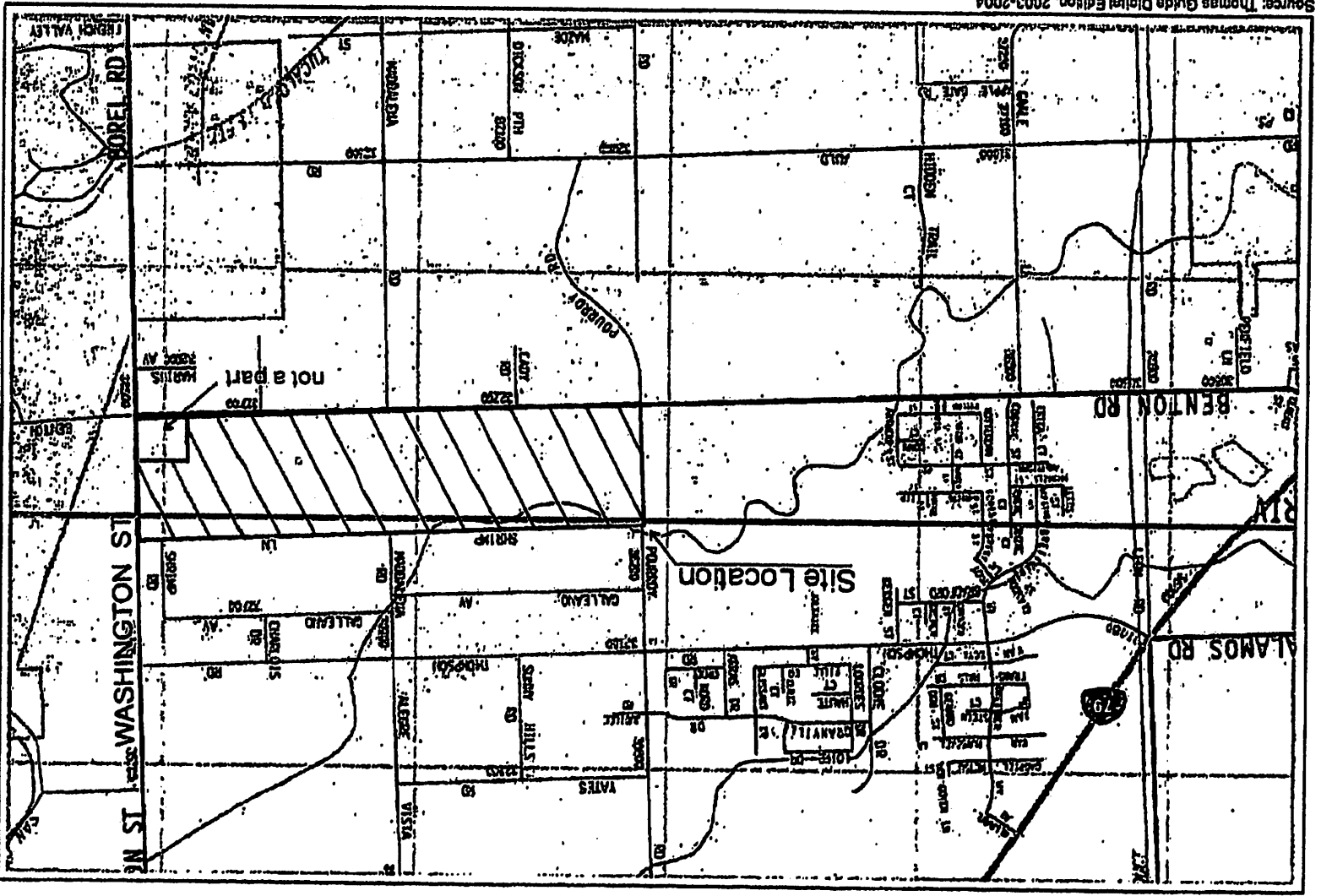


Michael Brudman, Associates  
01470047 • 07/2008 | 2\_local\_aerial.mxd

*Adeline Farms*

## Exhibit 2 Local Vicinity Map Aerial Base

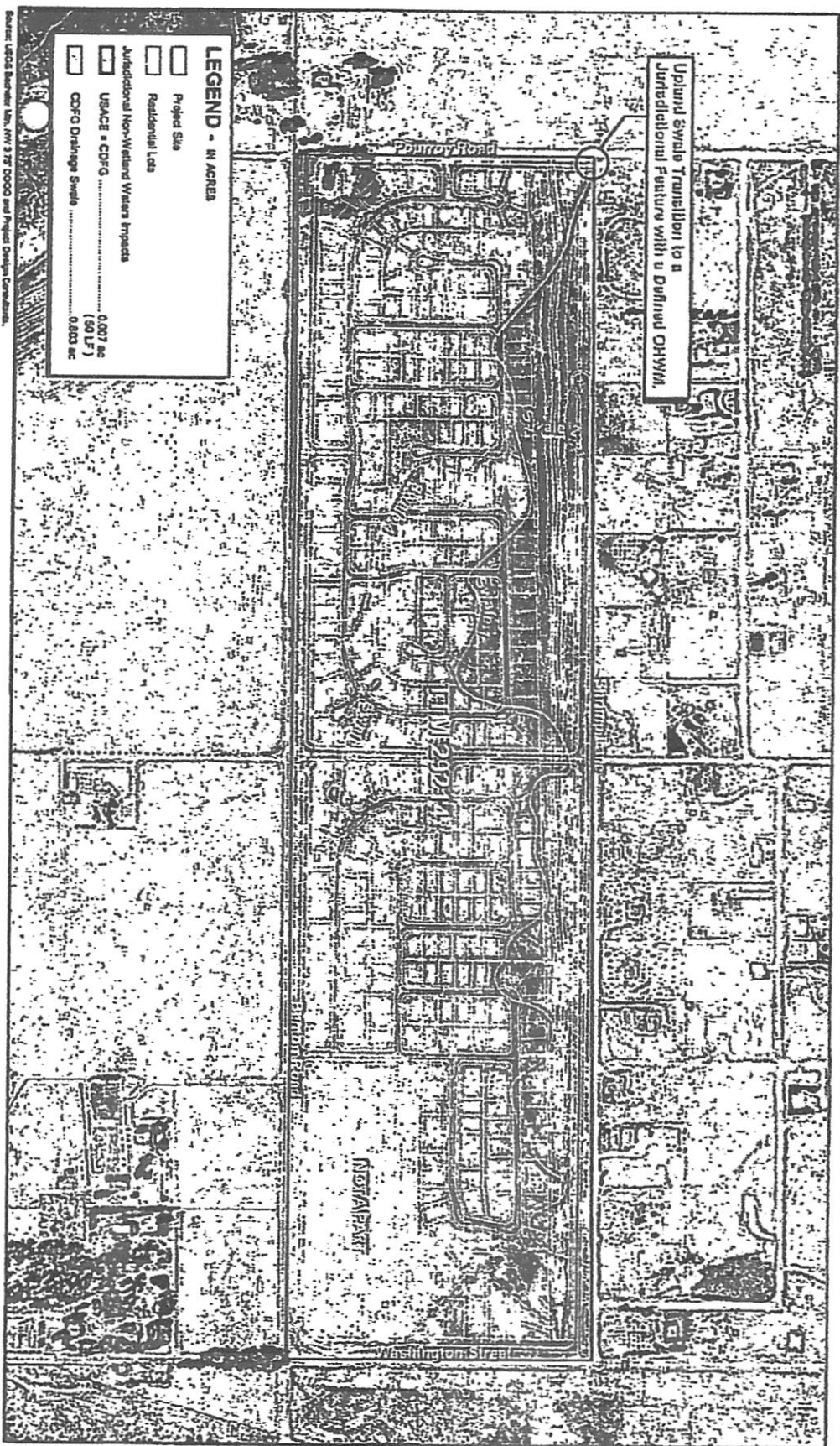
SHEA HOMES • ADELINE'S FARM  
AS-BUILT REPORT





Upland Swale Transition to a  
Jurisdictional Feature with a Defined OHWM

- LEGEND - IN ACRES**
- ☐ Project Site
  - ☐ Residential Lots
  - ☐ Jurisdictional Non-Wetland Waters Impacts
  - ☐ USACE - CDFG (0.007 ac (50 LF))
  - ☐ CDFG Drainage Swale (0.003 ac)



Source: USGS Bathymetry, NAD 83, NY 3.75' D0000 and Project Design Consultants.  
Michael DeGennaro Associates  
01/10/03 - 07/2004

*Adelphi Farms*

# CONSERVATION EASEMENT FOR TRACT NOS. 28297 AND 28298



AREA DESIGNATION

LEGEND	DESCRIPTION	AREA
	PROPOSED EASEMENT AREA	18.87 AC
	RIPIAN AREA	1.79 AC
	RIPIAN BUFFER (AUTOMATIC)	6.17 AC
	RIPIAN BUFFER OF THE U.S.	6.17 AC
	RIPIAN BUFFER OF THE STATE	6.17 AC

AREA DESIGNATION

LEGEND	DESCRIPTION	AREA
	RIPIAN AREA	1.79 AC
	RIPIAN BUFFER (AUTOMATIC)	6.17 AC

Adeline Farms

AEIO CAS  
OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

## Greer Ranch Maps



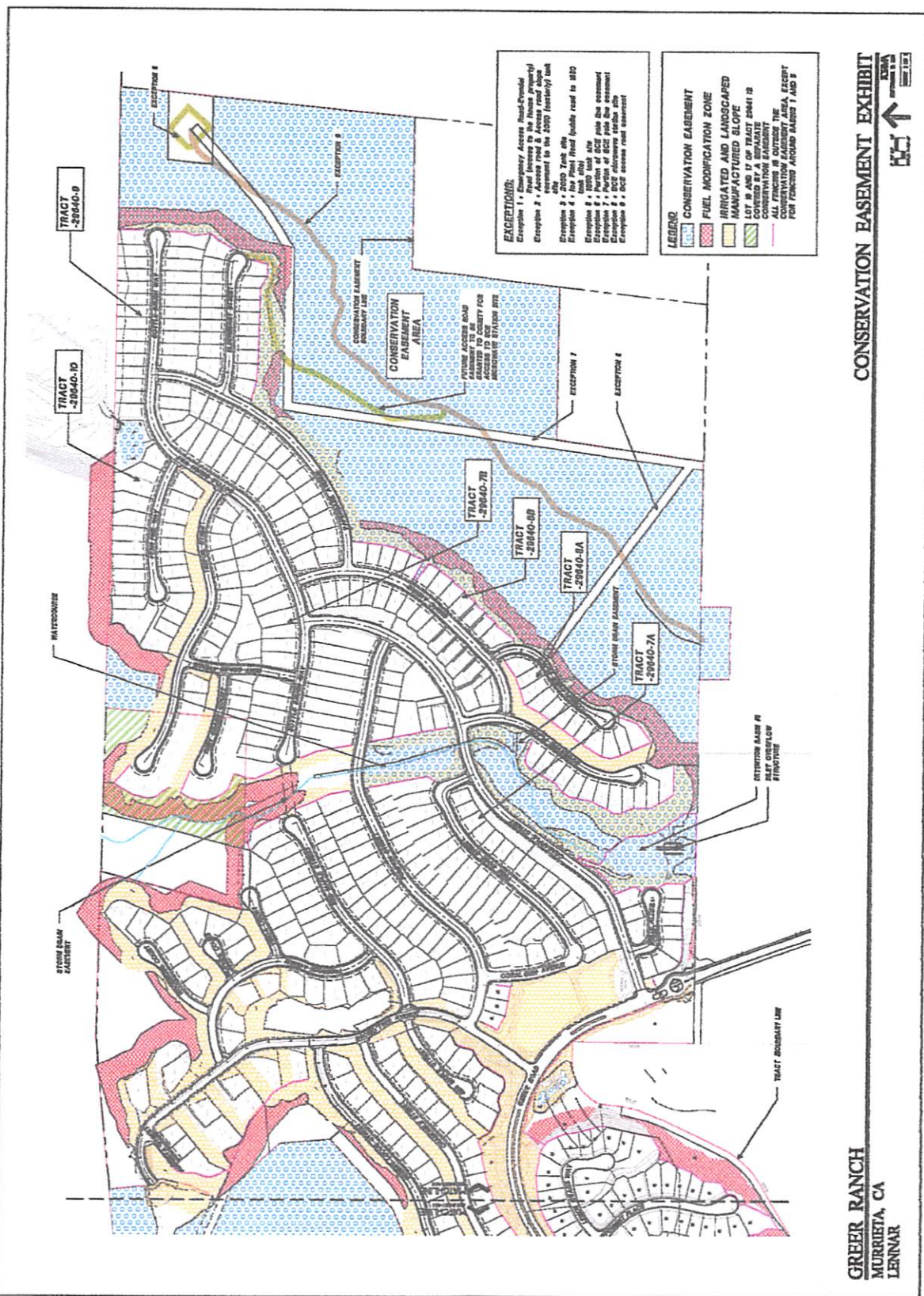


YNEK KANCH

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroX,  
GeoEye, AeroGRID, IGN, IGP, Swisstopo, and the GIS User Community



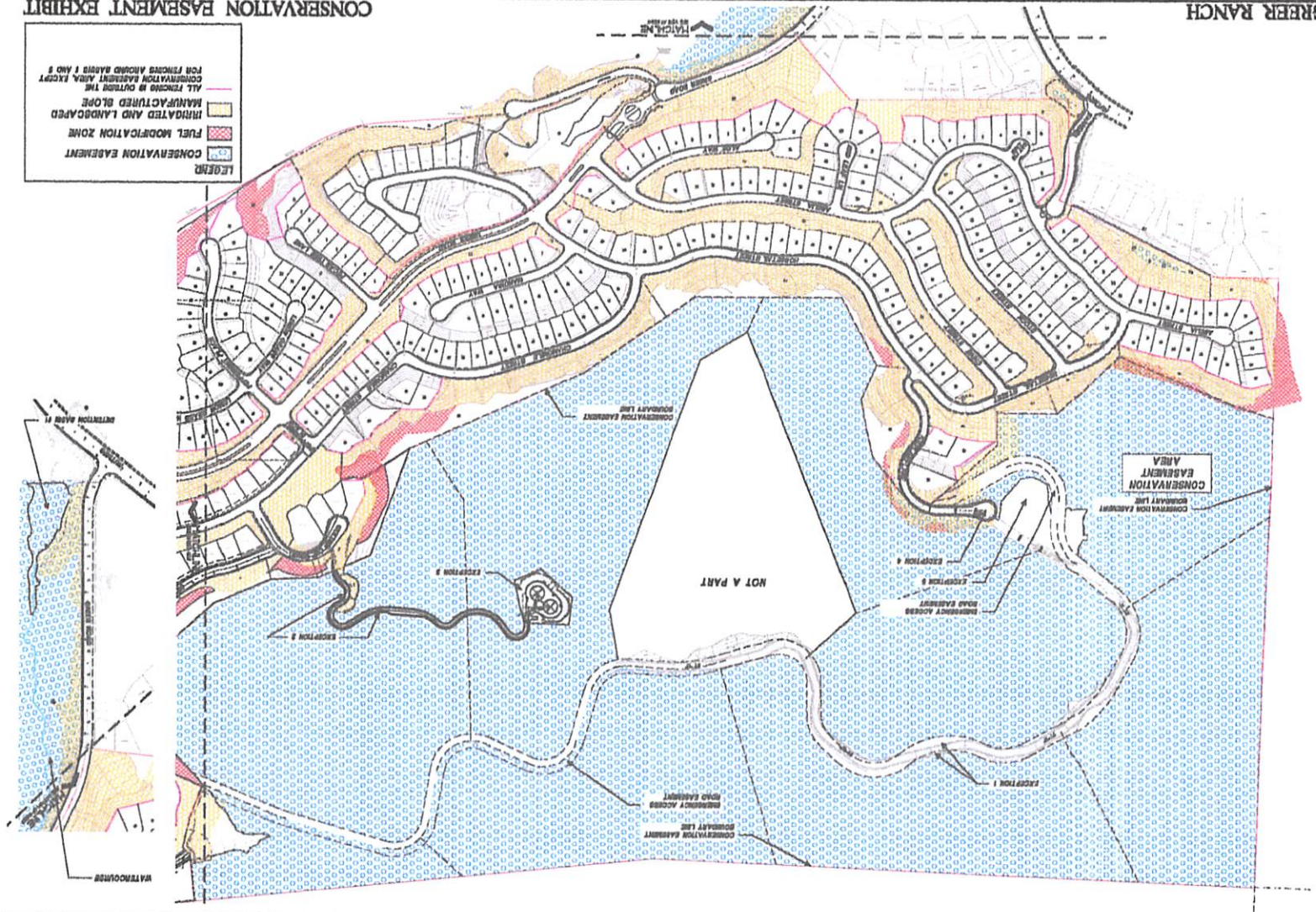






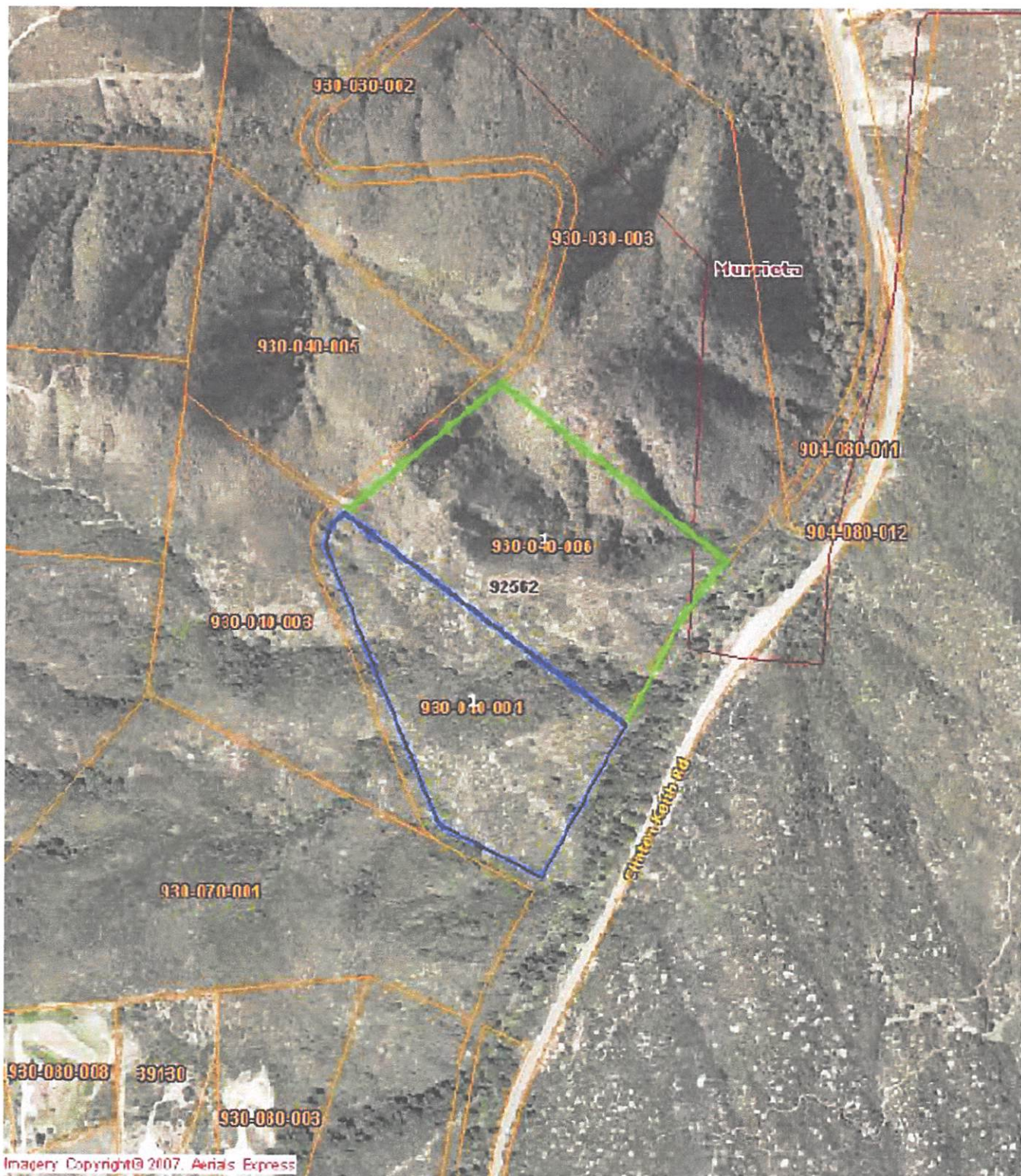
CONSERVATION EASEMENT EXHIBIT

- LEGEND
- CONSERVATION EASEMENT
  - FUEL MODIFICATION ZONE
  - IMPAIRED AND LANDSCAPED SLOPE
  - ALL TERRAIN IS OUTSIDE THE CONSERVATION EASEMENT AREA EXCEPT FOR FENCES AROUND BARRIERS 1 AND 2

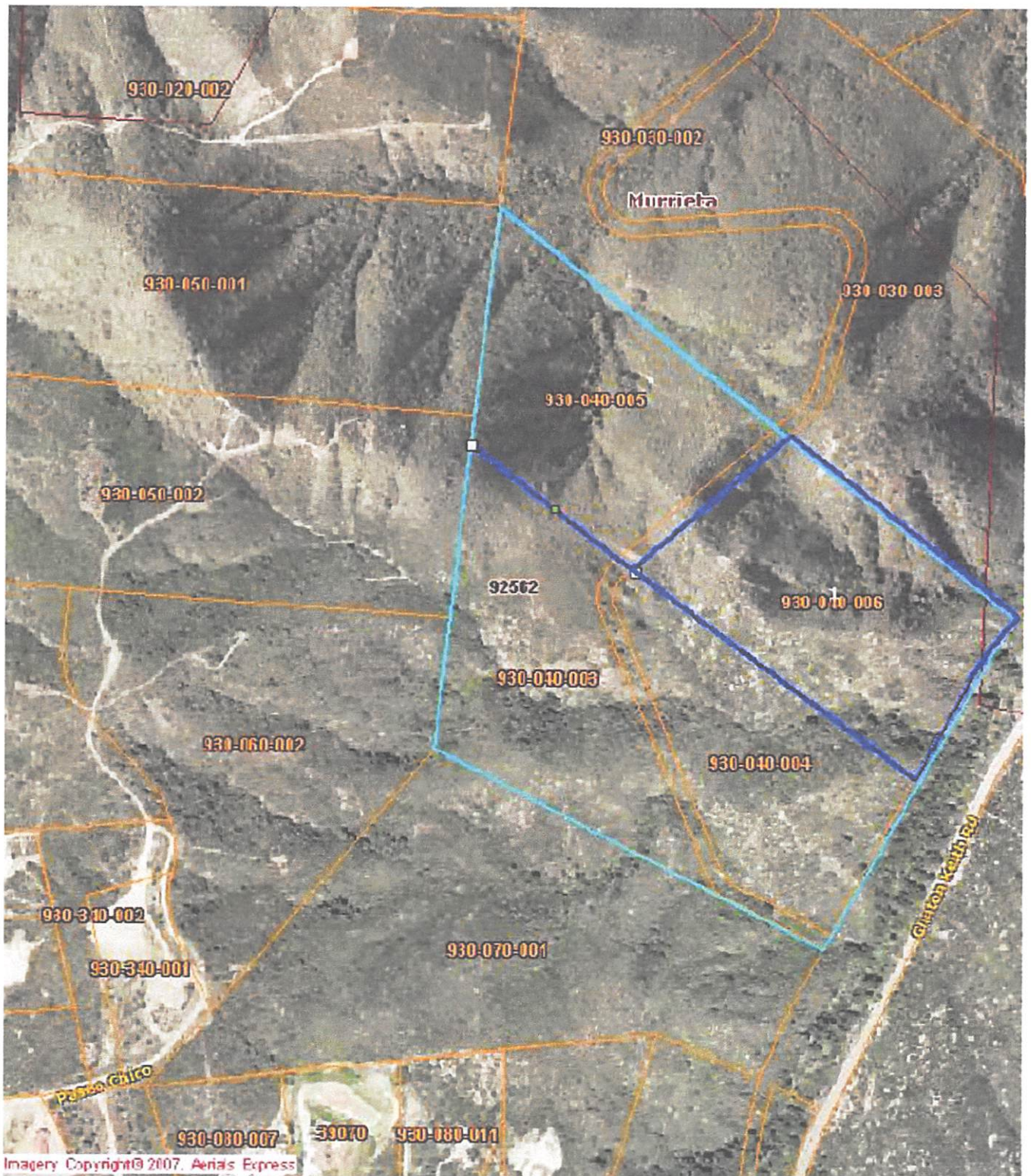


# Clinton Keith Maps

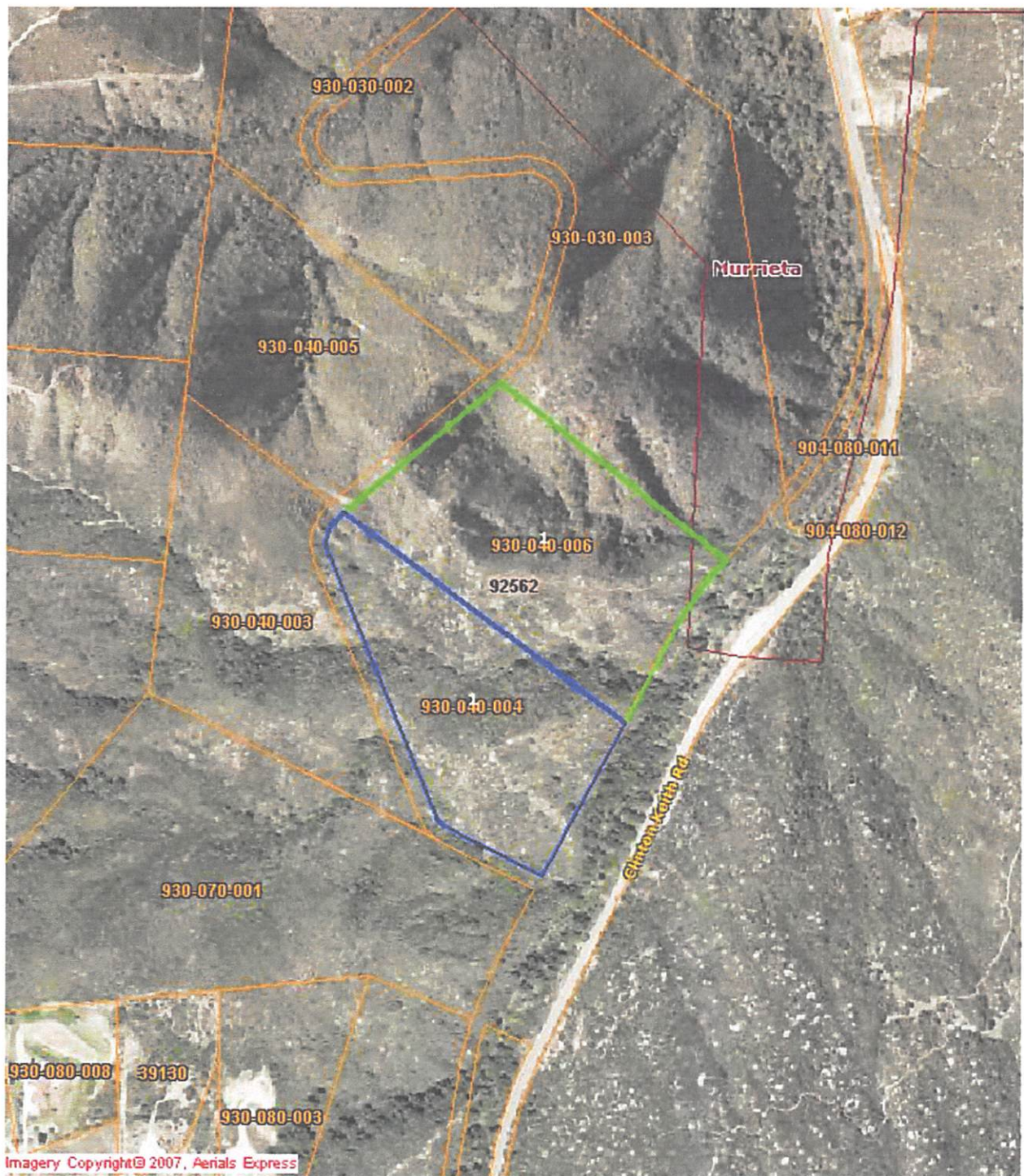












**930-04**<sup>902-08</sup>

[illegible]

**EXHIBIT B  
ARL LANDS**

**LEGAL DESCRIPTION AND DEPICTION OF PROPERTY**

**2016 LOCAL AGENCY BIENNIAL  
NOTICE**



## 2016 Local Agency Biennial Notice

Name of Agency: Temecula-Elsinore-Anza-Murrumbidgee Resource Conservation District  
Mailing Address: P.O. Box 2078, Temecula, Ca. 92593-2078  
Contact Person: Rose Corona Phone No. 909-208-7848  
Email: rose.corona@teamred.com Alternate Email: rosecorona@degkorsfeed.com

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (check one BOX):

☒ An amendment is required. The following amendments are necessary:

(Check all that apply.)

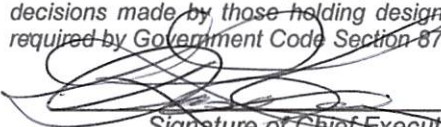
- ☐ Include new positions
- ☐ Revise disclosure categories
- ☐ Revise the titles of existing positions
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☒ Other (describe) The name has changed officially to Temecula-Elsinore-Anza-Murrumbidgee Resource Conservation District - TEAM RED

☒ The code is currently under review by the code reviewing body.

☐ No amendment is required. (If your code is over five years old, amendments may be necessary.)

### Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

  
Signature of Chief Executive Officer

8-1-16  
Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2016**, or by the date specified by your agency, if earlier, to:

Cheri Marinos, SEI Filing Officer  
Riverside County Clerk of the Board  
P.O. Box 1147  
Riverside, CA 92502-1147

**PLEASE DO NOT RETURN THIS FORM TO THE FPPC.**



State of California  
Secretary of State

STATEMENT OF FACTS  
ROSTER OF PUBLIC AGENCIES FILING  
(Government Code section 53051)

FILED  
Secretary of State  
State of California  
MAY 10 2016

Instructions:

1. Complete and mail to: Secretary of State,  
P.O. Box 942870, Sacramento, CA 94277-2870 (916) 653-3984
2. A street address must be given as the official mailing address or as  
the address of the presiding officer.
3. Complete addresses as required.
4. If you need additional space, attach information on an 8 1/2" X 11" page, one sided and legible.

New Filing ☐

Update ☒

(Office Use Only)

Legal name of Public Agency: Temecula-Elsinore-Anza-Murrieta Resource Conservation District

Nature of Update: Name change from Elsinore-Murrieta-Anza Resource Conservation District

County: Riverside

Official Mailing Address: P.O. Box 2078, Temecula, CA 92593-2078

Name and Address of each member of the governing board:

Chairman, President or other Presiding Officer (Indicate Title): President

Name: Rose Corona Address: Big Horse Feed & Mercantile, 33320 Temecula Pkwy, Temecula, CA 92592

Secretary or Clerk (Indicate Title): Secretary

Name: David Kuhlman Address: P.O. Box 2078, Temecula, CA 92593-2078

Members:

Name: Vicki Long Address: P.O. Box 2078, Temecula, CA 92593-2078

Name: Carol Lee Brady Address: P.O. Box 2078, Temecula, CA 92593-2078

Name: Michael Newcomb Address: P.O. Box 2078, Temecula, CA 92593-2078

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

RETURN ACKNOWLEDGMENT TO: (Type or Print)

April 27, 2016

Date

NAME Rose Corona

ADDRESS P.O. Box 2078

CITY/STATE/ZIP Temecula, CA 92593-2078

Signature

Melissa R. Cushman, District Counsel  
Typed Name and Title

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

q23A



FROM: County Counsel

SUBMITTAL DATE:  
November 5, 2015

SUBJECT: Adoption of Resolution No. 2015-252 changing Elsinore-Murrieta-Anza Resource Conservation District to Temecula-Elsinore-Anza-Murrieta Resource Conservation District. Districts 1 and 3 [90]

RECOMMENDED MOTION: That the Board of Supervisors:  
Adopt Resolution No. 2015-252 Resolution of the Board of Supervisors of the County of Riverside Approving Elsinore-Murrieta-Anza Resource Conservation District's ("EMARCD") Request to Change its Name to Temecula-Elsinore-Anza-Murrieta Resource Conservation District ("TEAM RCD").

BACKGROUND:

Summary

EMARCD is a resource conservation district, the territory of which covers approximately 789 miles of the County of Riverside, extending south from Scott Road in Murrieta to the San Diego County line, east of Anza west to the Orange County line, and including a loop around the north of Lake Elsinore.

Gregory P. Priamos  
County Counsel

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Outgoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input checked="" type="checkbox"/> Policy <input type="checkbox"/>
SOURCE OF FUNDS:					Budget Adjustment:
C.E.O. RECOMMENDATION:					For Fiscal Year:

APPROVE

BY:

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
Nays: None  
Absent: None  
Date: December 8, 2015  
cc: Co.Co.

Kecia Harper-Ithem  
Clerk of the Board  
By: [Signature]  
Deputy

Prev. Agn. Ref.:

|District: 1 and 3| Agenda Number.

2-5

Departmental Concurrence

Positions Added  
A-30  
4/5 Vote  
Change Order

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Adoption of Resolution No. 2015-252 changing Elsinore-Murrieta-Anza Resource Conservation**  
**District to Temecula-Elsinore-Anza-Murrieta Resource Conservation District. Districts 1 and 3**  
**DATE: November 5, 2015**  
**PAGE: 2 of 2**

**BACKGROUND:**

**Summary (continued)**

Believing that the district name insufficiently describes its geographic service area, the EMARCD Board of Directors unanimously approved Resolution No. 2015-02 to change the name of the district to Temecula-Elsinore-Anza-Murrieta Resource Conservation District. Pursuant to Public Resources Code section 9621, a resource conservation district can change its name by action of the Board of Supervisors of the County in which the resource conservation district is located. EMARCD requests that the Board of Supervisors approve this change.

**Impact on Citizens and Businesses**

The requested name change is purely administrative and will have no environmental impacts and will require no future actions other than: (1) the forwarding of a certified copy of the Board of Supervisor's resolution to the EMARCD Board of Directors and to the State Board of Equalization pursuant to Public Resources Code section 9626, and (2) the need for EMARCD to arrange to make minor changes to its name on existing materials and materials created in the future, including but not limited to printed materials, accounts, its website, and permits.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

There is no fiscal impact to the County because the cost for changing its name on existing and future materials will be borne by EMARCD.

**Contract History and Price Reasonableness**

N/A

**ATTACHMENTS:**

- A. Board of Supervisors Resolution No. 2015-252
- B. EMARCD Resolution No. 2015-02

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RESOLUTION NO. 2015-02

RESOLUTION OF THE ELSINORE-MURRIETA-ANZA  
RESOURCE CONSERVATION DISTRICT DETERMINING  
THAT IT IS IN THE BEST INTEREST OF THE DISTRICT  
TO CHANGE ITS NAME TO THE TEMECULA-ELSINORE-ANZA  
MURRIETA RESOURCE CONSERVATION DISTRICT TO  
BETTER REFLECT ITS GEOGRAPHIC SERVICE AREA

WHEREAS, the Elsinore-Murrieta-Anza Resource Conservation District ("the District") is a resource conservation district created and authorized pursuant to California Public Resources Code section 9001 et seq.; and

WHEREAS, the District's territory covers approximately 789 square miles, extending south from Sept Road in Murrieta to the San Diego County line, from east of Anza west to the Orange County line, and including a loop around the north of Lake Elsinore; and

WHEREAS, the Board of Directors believes that the District's current name insufficiently describes its geographic service area; and

WHEREAS, the Board of Directors desires that the name of the District be changed to the Temecula-Elsinore-Anza-Murrieta Resource Conservation District; and

WHEREAS, pursuant to Public Resources Code section 9021 et seq., a resource conservation district may change its name by action of the County Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Elsinore-Murrieta-Anza Resource Conservation District at its regular meeting on this 28th day of October, 2015, that:

1. The above recitals are true and correct.
2. It is in the best interest of the District that its name be changed to better reflect its geographic service area.



2  
3 RESOLUTION NO. 2015-252

4  
5 RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
6 COUNTY OF RIVERSIDE APPROVING ELSINORE-  
7 MURRIETA-ANZA RESOURCE CONSERVATION DISTRICT'S  
8 REQUEST TO CHANGE ITS NAME TO TEMECULA-EL SINORE-  
9 ANZA-MURRIETA RESOURCE CONSERVATION DISTRICT

10  
11 WHEREAS, the Elsinore-Murrieta-Anza Resource Conservation District ("EMARCD") is  
12 a resource conservation district created and authorized pursuant to California Public Resources Code  
13 section 9001 et seq.; and

14 WHEREAS, EMARCD's territory is wholly in Riverside County and covers  
15 approximately 789 square miles, extending south from Scott Road in Murrieta to the San Diego County  
16 line, east of Anza west to the Orange County line, and including a loop around the north of Lake Elsinore;  
17 and

18 WHEREAS, the EMARCD Board of Directors believes that EMARCD's current name  
19 insufficiently describes its service area; and

20 WHEREAS, on October 8, 2015, the EMARCD Board of Directors unanimously approved  
21 EMARCD Resolution No. 2015-02, Resolution of the Elsinore-Murrieta-Anza Resource Conservation  
22 District Determining That It Is in the Best Interest of the District to Change Its Name to the Temecula-  
23 Elsinore-Anza-Murrieta Resource Conservation District to Better Reflect Its Geographic Service Area;  
24 and

25 WHEREAS, pursuant to Public Resources Code section 9621, a resource conservation  
26 district may change its name by action of the County Board of Supervisors; and

1 WHEREAS, EMARCD Resolution No. 2015-02 requests that the Board of Supervisors  
2 approve EMARCD's request to change EMARCD's name to Temecula-Elsinore-Anza-Murrieta Resource  
3 Conservation District; now therefore

4 BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of  
5 Riverside, State of California, in regular session assembled on December 8, 2015, that the Board of  
6 Supervisors approves EMARCD's request to change EMARCD's name to the Temecula-Elsinore-Anza-  
7 Murrieta Resource Conservation District.

8 BE IT FURTHER RESOLVED THAT, in accordance with Public Resources Code section  
9 9626 that a certified copy of this resolution shall be forwarded to the EMARCD Board of Directors and  
10 the State Board of Equalization.

11  
12 ROLL CALL:

13 Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
14 Nays: None  
15 Absent: None

16 The foregoing is certified to be a true copy of a resolution duly  
17 adopted by said Board of Supervisors on the date therein set forth.

18 KECIA HARPER-THOM, Clerk of said Board  
19 By  Deputy  
20  
21  
22  
23  
24  
25  
26  
27  
28



RESOLUTION NO. 2015-02

RESOLUTION OF THE ELSINORE-MURRIETA-ANZA  
RESOURCE CONSERVATION DISTRICT DETERMINING  
THAT IT IS IN THE BEST INTEREST OF THE DISTRICT  
TO CHANGE ITS NAME TO THE TEMECULA-ELSinORE-ANZA  
MURRIETA RESOURCE CONSERVATION DISTRICT TO  
BETTER REFLECT ITS GEOGRAPHIC SERVICE AREA

WHEREAS, the Elsinore-Murrieta-Anza Resource Conservation District ("the District") is a resource conservation district created and authorized pursuant to California Public Resources Code section 9001 et seq.; and

WHEREAS, the District's territory covers approximately 789 square miles, extending south from Scott Road in Murrieta to the San Diego County line, from east of Anza west to the Orange County line, and including a loop around the north of Lake Elsinore; and

WHEREAS, the Board of Directors believes that the District's current name insufficiently describes its geographic service area; and

WHEREAS, the Board of Directors desires that the name of the District be changed to the Temecula-Elsinore-Anza-Murrieta Resource Conservation District; and

WHEREAS, pursuant to Public Resources Code section 9621 et seq., a resource conservation district may change its name by action of the County Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Elsinore-Murrieta-Anza Resource Conservation District at its regular meeting on this 8th day of October, 2015, that:

1. The above recitals are true and correct.
2. It is in the best interest of the District that its name be changed to better reflect its geographic service area.

1 3. The Board of Directors requests that its name be changed to the Temecula-  
2 Elsinore-Anza-Murrieta Resource Conservation District.

3 4. A copy of this Resolution be forwarded to the Riverside County Board of  
4 Supervisors for consideration of and action upon the District's request at the Board of Supervisor's next  
5 regular meeting.

6 ADOPTED by the Board of Directors of the Elsinore-Murrieta-Anza Resource  
7 Conservation District this 8th day of October, 2015.


8  
9  
10  
11 DANNY MARTIN Board President  
12 Elsinore-Murrieta-Anza Resource  
Conservation District

13 ATTEST:

14 DISTRICT SECRETARY

15 By:   
16 DAVE KUHLMAN  
17 Elsinore-Murrieta-Anza Resource  
18 Conservation District

19  
20  
21 APPROVED AS TO FORM:

22 By:   
23 MELISSA R. CUSHMAN  
24 Deputy County Counsel/District Counsel

25  
26 GFC:ay  
27 6/15/2015  
G:\PROPERTY\CMC\mrm\EMARCDReso\_2015-02\_Change District Name.doc

## 2016 Conflict of Interest Code Biennial Notice Instructions for Local Agencies

---

The Political Reform Act requires every local government agency to review its conflict of interest code biennially. A conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700).

The City Council is the code reviewing body for city agencies. The County Board of Supervisors is the code reviewing body for county agencies and any other local government agency whose jurisdiction is determined to be solely within the county (e.g., school districts, including certain charter schools). The FPPC is the code reviewing body for any agency with jurisdiction in more than one county and will contact them.

**July 1, 2016:** The code reviewing body must notify agencies and special districts within its jurisdiction to review their conflict of interest codes.

**October 3, 2016:** The biennial notice must be filed with the agency's code reviewing body.

We prepared a 2016 Local Agency Biennial Notice form for local agencies to use. **The Local Agency Biennial Notice is not forwarded to the FPPC.**

If amendments to an agency's conflict of interest code are necessary, the amended code must be forwarded to the code reviewing body for approval within 90 days. An agency's amended code is not effective until it has been approved by the code reviewing body.

**If you answer yes, to any of the questions below, your agency's code probably needs to be amended.**

- Is the current code more than five years old?
- Have there been any substantial changes to the agency's organizational structure since the last code was approved?
- Have any positions been eliminated or re-named since the last code was approved?
- Have any new positions been added since the last code was approved?
- Have there been any substantial changes in duties or responsibilities for any positions since the last code was approved?

If you have any questions, or you are still not sure if you should amend your agency's conflict of interest code, please contact the FPPC.

### Attend a Workshop or Webinar

Schedules and information about seminars and webinars are available at [www.fppc.ca.gov](http://www.fppc.ca.gov).

# Conflict of Interest Codes for State & Local Agencies

## Why Government Agencies Must Adopt a Conflict of Interest Code

The Political Reform Act (Act) prohibits a public official from using his or her official position to influence a governmental decision in which he or she has a financial interest. Every state and local agency must adopt a conflict of interest code that identifies all officials and employees within the agency who make governmental decisions based on the positions they hold. The individuals in the designated positions must disclose their financial interests as specified in the agency's conflict of interest code.

To help identify potential conflicts of interest, the law requires public officials and employees in designated positions in a conflict of interest code to report their financial interests on a form called Statement of Economic Interests ([Form 700](#)). The conflict of interest codes and the Form 700s are fundamental tools in ensuring that officials are acting in the public's best interest and not their own.

## The Fundamentals of a Conflict of Interest Code

A conflict of interest code must:

- Provide reasonable assurance that all foreseeable potential conflict of interest situations will be disclosed or prevented;
- Provide to each affected person a clear and specific statement of his or her duties under the conflict of interest code; and
- Adequately differentiate between designated employees with different powers and responsibilities.

## The Three Components of a Conflict of Interest Code

1. **Incorporation Section (Terms of the Code)** - This section designates where the Form 700s are filed and retained (i.e., the agency or the FPPC). This section also must reference [Regulation 18730](#), which provides the rules for disqualification procedures, reporting financial interests, and references the current gift limit. A sample is available [here](#).
2. **List of Designated Positions** - The code must list all agency positions that involve the making or participation in making of decisions that "may foreseeably have a material effect on any financial interest." This covers agency members, officers and employees, and it may include volunteers on a committee if the members make or participate in making government decisions.
3. **Detailed Disclosure Categories** - A disclosure category is a description of the types of financial interests officials in one or more job classifications must disclose on their Form 700s. The categories must be tailored to the financial interests affected, and must not require public officials to disclose private financial information that does not relate to their public employment.

## The Codes Must be Regularly Updated

It is essential and legally required that an agency's conflict of interest code reflects the current structure of the agency and properly identifies all officials and employees who should be filing a Form 700. To ensure the codes remain current and accurate, each agency is required to review its conflict of interest code at least every other year - state agencies in odd-numbered years and local agencies in even-numbered years.

# **WATER DISTRICT EXTENSION**

## Amendment to Contract

### Rancho California Water District Purchasing Department

1. This Amendment No. 4 to the Agricultural Irrigation System Auditor Contract ("Agreement") is made and entered into as of \_\_\_\_\_, 2016, by and between Rancho California Water District ("District") and, Temecula-Elsinore-Anza-Murrieta Resource Conservation District ("Consultant")
2. The Agreement is amended as follows:
  - The Consultant is the same entity identified as SELLER in the Agreement, but, since the execution of Amendment No. 3 to the Agreement, SELLER's Business Name has been legally changed to the Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAMRCD), with the address of P.O. Box 2078, Temecula, CA 9253-2078, Phone (951) 387-8992.
  - The contract amount has been increased by \$\_\_\_\_\_ (a combined total of \$\_\_\_\_\_)
  - The contract has been extended to \_\_\_\_\_
3. Except as set for in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of Amendment No. 4 will prevail.
4. If any of this Amendment No. 4 or the Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Rancho California Water District

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

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

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

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

Temecula-Elsinore-Anza-Murrieta Resource Conservation District

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

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

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

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





# Rancho California Water District

## Vendor Profile Form

Please complete this form & return to:

**Rancho California Water District**  
**Attn: Purchasing Department**  
**Post Office Box 9017**  
**Temecula, CA 92589-9017**

OR – EMAIL – [procurement@ranchowater.com](mailto:procurement@ranchowater.com)  
OR – FAX: (951) 296-6868

<b>Name of Firm:</b> <i>Temecula-Elsinor Murietta Anza RCD</i>	<b>DBA:</b>
<b>Tax ID No.:</b> <i>33-0017618</i>	
<b>Mailing Address:</b>	<b>Remit Payments To: (leave blank if same)</b>
<b>Post Office Box/Street Address:</b> <i>P.O. Box 2078</i>	<b>Post Office Box/Street Address:</b>
<b>City/State/Zip:</b> <i>Temecula, CA 92593-2078</i>	<b>City/State/Zip:</b>
<b>Telephone Numbers:</b> <i>951-387-8992</i>	<b>Telephone Numbers:</b>
<b>FAX Numbers:</b>	<b>FAX Numbers:</b>

**Acceptable Method of Payment (mark all that apply)**

☒ Check ☐ Credit Card (Circle) AMEX Visa M/C Other

AP Contact Person: *ROSE CORONA or Carol Lee Brady* Email Address: *rose.corona@teamrwd.com*  
*Carol.lee.brady@teamrwd.com*

Sales Contact Person: \_\_\_\_\_ Email Address: \_\_\_\_\_

Form completed by: *Rose Corona* Title: *PRESIDENT* Date: *6-6-16*

FOR RCWD USE ONLY:

PURCHASING		FINANCE	
Account Code:	Initials:	Handling Code:	Initials:
<input type="checkbox"/> 15 <input type="checkbox"/> 13 <input type="checkbox"/> Both <input type="checkbox"/> Engineering			
1099 Eligible <input type="checkbox"/> Yes <input type="checkbox"/> No		Payment Terms: _____	
Income Code: _____			
W-9 Attached <input type="checkbox"/>			
Vendor Number: _____		Not Accepted: <input type="checkbox"/>	
Date: _____			

Submit Via Email

**Purpose of Form**  
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

Section references are to the Internal Revenue Code unless otherwise noted.  
Future developments: Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**General Instructions**

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions on page 3.**  
Generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**  
Signature of U.S. person

Date 6/16/16

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that the FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

Form 1099-C (canceled debt)

Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions on page 3.**  
Generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**  
Signature of U.S. person

Date 6/16/16

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Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

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Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions on page 3.**  
Generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**  
Signature of U.S. person

Date 6/16/16

**Request for Taxpayer Identification Number and Certification**

Print or type

See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC

☐ Limited liability company. Enter the tax classification (C=corporation, S=corporation, P=partnership) ☐ Trust/estate

☒ Other (see instructions) ☐ State of CA Division 9

Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ☐

Exemption from FATCA reporting code (if any) ☐

5 Address (number, street, and apt. or suite no.) 42135 Winchester Rd

6 City, state, and ZIP code Temecula, CA 92590

7 List account number(s) here (optional) 92593-2078

Requester's name and address (optional) Rancho California Water District

Applies to accounts maintained outside the U.S. ☐

**W-9**

Form W-9 (Rev. December 2014)

Department of the Treasury

Internal Revenue Service

Give Form to the requester. Do not send to the IRS.



**YEARLY AREA MEETING INFORMATION**  
**CSDA AND CARCD**  
**SAN DIEGO AND ONTARIO**





'16 CSDA ANNUAL  
CONFERENCE

San Diego • Oct. 10-13



set sail  
*to San Diego this fall*

ATTENDEE REGISTRATION

CSDA Annual Conference and Exhibitor Showcase

*The leadership conference for special districts.*



California Special  
Districts Association

*Districts Stronger Together*



# **CSDA AND CARCD CONFERENCES**



SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY



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SDRMA offers a seamless extension of balance and agility. For 30 years, we've been helping California public agencies ride the changing waves of risk. Whatever the emerging trend or ongoing exposure, our unique combination of world-class consulting and technical experts stands superior on our members' behalf.

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Trusted Risk Management • 800.537.7790 • [www.sdrma.org](http://www.sdrma.org)





2016 Conference

**ATTENDEE REGISTRATION FORM**

one form per attendee, please print

**Three Ways to Register:**

1. ONLINE by visiting the CSDA Annual Conference website at [conference.csda.net](http://conference.csda.net)
2. FAX your registration form to 916.520.2465. All faxed forms must include payment.
3. MAIL CSDA, 1112 I Street, Suite 200, Sacramento, CA 95814, please include registration form along with payment. Check should be made payable to: California Special Districts Association.

**Not sure if you are a member?**

Contact the CSDA office at 877-924-2732 to find out if your agency or company is already a member. To learn more about the benefits of membership, contact Member Services Director Cathrine Lemaire at [cathrinel@csda.net](mailto:cathrinel@csda.net) or call toll-free 877.924.2732.

**Full conference registration fee includes:**

- President's Reception with the Exhibitors Monday evening
- Keynote Sessions
- Continental Breakfast with the Exhibitors on Tuesday
- Lunch with the Exhibitors on Tuesday
- Mix and Mingle in the Exhibit Hall on Tuesday
- SDRMA Full Plated Breakfast on Wednesday
- Awards Luncheon on Wednesday
- All Breakout Sessions on Tuesday, Wednesday, and Thursday
- SDLF "Taste of the City" Reception on Wednesday
- Closing Brunch on Thursday

Name:		Title:	
District:			
Address:			
City:	State:	Zip:	
Phone:	Fax:		
Email:	Website:		
Member status: <input type="checkbox"/> Member <input type="checkbox"/> Non-member			
Emergency Contact:		<input type="checkbox"/> Vegetarian <input type="checkbox"/> Any Special Needs:	
Conference Registration Fees	Early Bird (on or before Sept. 9)	Regular (after Sept. 9)	SUBTOTAL
<input type="checkbox"/> CSDA Member - Full Conference	\$580.00	\$630.00	
<input type="checkbox"/> Non-member - Full Conference	\$870.00	\$945.00	
<input type="checkbox"/> Guest - Full Conference (Cannot be from a district/company) <input type="checkbox"/> Vegetarian	\$275.00	\$315.00	
<input type="checkbox"/> CSDA Member - One-day registration <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday	\$275.00 each day	\$290.00 each day	
<input type="checkbox"/> Non-member - One-day registration <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday	\$415.00 each day	\$435.00 each day	
Separate Registration Fees	Member	Non-member	SUBTOTAL
<input type="checkbox"/> Pre-Conference Workshop: SDLA Module 1: Governance Foundations - Oct. 10	\$225.00	\$340.00	
<input type="checkbox"/> Pre-Conference Workshop: Communication Strategies for Board and Managers - Oct. 10	\$150.00	\$225.00	
<input type="checkbox"/> Tour: Carlsbad Desalination Plant - Oct. 10	\$ 35.00 (includes transportation/lunch) (limited to 45 attendees)		
<input type="checkbox"/> CSDA Annual Golf Tournament - Oct. 10	\$ 95.00 (includes lunch)		
<input type="checkbox"/> SDRMA Safety Specialist Certificate Program - Oct. 12	No cost (SDRMA Members Only)		
<input type="checkbox"/> CSDA Awards Luncheon (Guests only) - Oct. 12	\$ 45.00		
<input type="checkbox"/> SDLF "Taste of the City" Reception (Guests only) - Oct. 12	\$ 60.00 CSDA Member Guest	\$ 90.00 Non-member Guest	
<b>TOTAL</b>			
Payment type: <input type="checkbox"/> Check <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> AMEX <input type="checkbox"/> Discover			
Account name:		Account Number:	
Expiration date:		Authorized Signature:	

**Cancellations/Substitution Policy:** Cancellations must be in writing and received by CSDA not later than Friday, September 16, 2016. All cancellations received by this date will be refunded less a \$75 processing fee. There will be no refunds for cancellations made after September 16, 2016. Substitutions are acceptable and must be done in writing no later than September 23, 2016. Please submit any cancellation notice or substitution request to [lindseys@csda.net](mailto:lindseys@csda.net) or fax to 916-520-2465.

**Consent to Use Photographic Images:** Registration and attendance at, or participation in, CSDA meeting and other activities constitutes an agreement by the registrant to CSDA's use and distribution (both now and in the future) of the registrant or attendee's image or voice in photographs, videotapes, electronic reproductions, and audiotapes of such events and activities.

**DRAFT MOU'S**  
**SAN JACINTO BASIN RCD**  
**INLAND EMPIRE RCD**  
**ANTELOPE VALLEY RCD**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TEMECULA-ELSINORE-  
ANZA-MURRIETA RESOURCE CONSERVATION DISTRICT AND INLAND EMPIRE  
RESOURCE CONSERVATION DISTRICT**

This Memorandum of Understanding ("MOU") is entered into by and between the Temecula-Elsinore-Anza-Murrieta Resource Conservation District ("TEAM RCD"), a California resource conservation district, and the Inland Empire Resource Conservation District ("IERCD"), a California resource conservation district (TEAM RCD and IERCD may each be referred to separately as a "Party" or together as the "Parties" or the "Districts").

**RECITALS**

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

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

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

WHEREAS, IERCD is a neighboring resource conservation district also created and authorized pursuant to Public Resources Code section 9001 et seq., with a service area covering approximately 1,286 square miles in the Inland Empire region of San Bernardino and Riverside Counties; and

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

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

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



## **AGREEMENT**

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

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

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

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

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

5. **Workers' Compensation:** Pursuant to California Labor Code section 3602(d) and any other applicable law, TEAM RCD and IERCD further agree that, to the extent TEAM RCD is legally required to provide Workers' Compensation coverage related to the work provided for it by IERCD employees, IERCD has and will obtain Workers' Compensation coverage for any and all of its employees who provide services for TEAM RCD and that such Workers' Compensation coverage



will specifically cover and encompass any and all work performed by IERCD for TEAM RCD pursuant to this Agreement. IERCD will advise TEAM RCD in the event that the required Workers' Compensation insurance is about to or expected to lapse.

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

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

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

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

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

To TEAM RCD at:

Temecula-Elsinore-Anza-Murrieta  
Resource Conservation District

To IERCD at:

Inland Empire Resource Conservation District  
25864-K Business Center Drive

P.O. Box 2078  
Temecula, CA 92593-2078  
Phone: ()

Redlands, CA 92374  
Phone: (909) 799-7407

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

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

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

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

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

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

INLAND EMPIRE RESOURCE  
CONSERVATION DISTRICT, a California  
resource conservation district

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

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

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

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

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

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

**EXHIBIT A:**  
**Activities**

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

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

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TEMECULA-ELSINORE-  
ANZA-MURRIETA RESOURCE CONSERVATION DISTRICT AND THE SAN JACINTO  
BASIN RESOURCE CONSERVATION DISTRICT**

This Memorandum of Understanding ("MOU") is entered into by and between the Temecula-Elsinore-Anza-Murrieta Resource Conservation District ("TEAM RCD"), a California resource conservation district, and the San Jacinto Basin Resource Conservation District ("SJBRC"), a California resource conservation district (TEAM RCD and SJBRC may each be referred to separately as a "Party" or together as the "Parties" or the "Districts").

**RECITALS**

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

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

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

WHEREAS, SJBRC is a neighboring resource conservation district also created and authorized pursuant to Public Resources Code section 9001 et seq., with a service area covering approximately XXX square miles in the north-central area of Riverside County; and

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

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

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



## **AGREEMENT**

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

1. **Services:** SJBRCD agrees, at its discretion, to make available to TEAM RCD, upon written request from TEAM RCD and when SJBRCD is capable of doing so, its employees and staff who are qualified to provide the specific activities and services ("Activities") within the jurisdiction of resource conservation districts requested by TEAM RCD. Such Activities shall include, but not be limited to, those set forth in Exhibit A, attached hereto and by this reference incorporated herein. TEAM RCD will identify what specific activities are required, what specific certifications or licenses are required, if any, and the expected duration of the subject activities.
2. **Compensation:** TEAM RCD will compensate SJBRCD for its use of SJBRCD employees, staff, and agents. Such compensation will be based on the hours of work performed for TEAM RCD and will be determined based on the current hourly rate of the SJBRCD employee(s), staff, or agent(s) performing those services, which will be disclosed to TEAM RCD before any work begins. The Parties agree that said payment will fulfill any obligation TEAM RCD may have to SJBRCD and to any SJBRCD employee, staff, or agent with respect to the payment of wages and any required benefits under the law, including Workers' Compensation insurance. To the extent allowed by law, TEAM RCD will also compensate SJBRCD for its use of federal and/or state permits for each project at a rate to be determined by the Parties at the time the project is contemplated.
3. **Payment:** SJBRCD shall provide to TEAM RCD a detailed invoice for all activities performed pursuant to this Agreement by the end of each quarter. TEAM RCD shall render payment to SJBRCD no later than forty-five (45) days after the receipt of any invoice or within three (3) business days of the next TEAM RCD Board of Directors' meeting following the receipt of the invoice, whichever is later. All invoices must identify: (1) the type of work provided, (2) the person(s) who performed such work, (3) the hourly rate of each person performing the work, (4) the date(s) of service, (5) the time spent providing such services, and (6) the total amount of the invoice in question.
4. **Wage Payment:** SJBRCD expressly agrees that it will be solely responsible for the payment of any and all wages due and owing its employees or contractors arising out of services to TEAM RCD pursuant to this Agreement and that all payments will be made in accordance with California, federal, and any other applicable law. SJBRCD further expressly agrees that it will be solely responsible for all required benefits owed to SJBRCD employees, staff, and agents, whether required by statute, rule, regulation, contract or otherwise.
5. **Workers' Compensation:** Pursuant to California Labor Code section 3602(d) and any other applicable law, TEAM RCD and SJBRCD further agree that, to the extent TEAM RCD is legally required to provide Workers' Compensation coverage related to the work provided for it by SJBRCD employees, SJBRCD has and will obtain Workers' Compensation coverage for any and all of its employees who provide services for TEAM RCD and that such Workers' Compensation

coverage will specifically cover and encompass any and all work performed by SJBRCD for TEAM RCD pursuant to this Agreement. SJBRCD will advise TEAM RCD in the event that the required Workers' Compensation insurance is about to or expected to lapse.

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

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

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

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

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

To TEAM RCD at:

Temecula-Elsinore-Anza-Murrieta  
Resource Conservation District

To SJBRCD at:

San Jacinto Basin Resource Conservation District  
950 North Ramona Blvd, Suite 6

P.O. Box 2078  
Temecula, CA 92593-2078  
Phone: ()

San Jacinto, CA 92582-2571  
Phone: (909) 654-7733

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

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

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

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

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

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

SAN JACINTO BASIN RESOURCE  
CONSERVATION DISTRICT, a California  
resource conservation district

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

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

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

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

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

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

**EXHIBIT A:**  
**Activities**

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

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



**MEMORANDUM OF UNDERSTANDING BETWEEN THE TEMECULA-ELSINORE-  
ANZA-MURRIETA RESOURCE CONSERVATION DISTRICT AND ANTELOPE VALLEY  
RESOURCE CONSERVATION DISTRICT**

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

**RECITALS**

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

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

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

WHEREAS, AVRCD is a neighboring resource conservation district also created and authorized pursuant to Public Resources Code section 9001 et seq., with a service area covering approximately XXX square miles in northern Los Angeles County; and

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

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

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

## **AGREEMENT**

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

1. **Services:** AVRCD agrees, at its discretion, to make available to TEAM RCD, upon written request from TEAM RCD and when AVRCD is capable of doing so, its employees and staff who are qualified to provide the specific activities and services ("Activities") within the jurisdiction of resource conservation districts requested by TEAM RCD. Such Activities shall include, but not be limited to, those set forth in Exhibit A, attached hereto and by this reference incorporated herein. TEAM RCD will identify what specific activities are required, what specific certifications or licenses are required, if any, and the expected duration of the subject activities.
2. **Compensation:** TEAM RCD will compensate AVRCD for its use of AVRCD employees, staff, and agents. Such compensation will be based on the hours of work performed for TEAM RCD and will be determined based on the current hourly rate of the AVRCD employee(s), staff, or agent(s) performing those services, which will be disclosed to TEAM RCD before any work begins. The Parties agree that said payment will fulfill any obligation TEAM RCD may have to AVRCD and to any AVRCD employee, staff, or agent with respect to the payment of wages and any required benefits under the law, including Workers' Compensation insurance. To the extent allowed by law, TEAM RCD will also compensate AVRCD for its use of federal and/or state permits for each project at a rate to be determined by the Parties at the time the project is contemplated.
3. **Payment:** AVRCD shall provide to TEAM RCD a detailed invoice for all activities performed pursuant to this Agreement by the end of each quarter. TEAM RCD shall render payment to AVRCD no later than forty-five (45) days after the receipt of any invoice or within three (3) business days of the next TEAM RCD Board of Directors' meeting following the receipt of the invoice, whichever is later. All invoices must identify: (1) the type of work provided, (2) the person(s) who performed such work, (3) the hourly rate of each person performing the work, (4) the date(s) of service, (5) the time spent providing such services, and (6) the total amount of the invoice in question.
4. **Wage Payment:** AVRCD expressly agrees that it will be solely responsible for the payment of any and all wages due and owing its employees or contractors arising out of services to TEAM RCD pursuant to this Agreement and that all payments will be made in accordance with California, federal, and any other applicable law. AVRCD further expressly agrees that it will be solely responsible for all required benefits owed to AVRCD employees, staff, and agents, whether required by statute, rule, regulation, contract or otherwise.
5. **Workers' Compensation:** Pursuant to California Labor Code section 3602(d) and any other applicable law, TEAM RCD and AVRCD further agree that, to the extent TEAM RCD is legally required to provide Workers' Compensation coverage related to the work provided for it by AVRCD employees, AVRCD has and will obtain Workers' Compensation coverage for any and all of its employees who provide services for TEAM RCD and that such Workers' Compensation

coverage will specifically cover and encompass any and all work performed by AVRCD for TEAM RCD pursuant to this Agreement. AVRCD will advise TEAM RCD in the event that the required Workers' Compensation insurance is about to or expected to lapse.

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

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

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

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

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

To TEAM RCD at:

Temecula-Elsinore-Anza-Murrieta  
Resource Conservation District

To AVRCD at:

Antelope Valley Resource Conservation District  
44811 N. Date Ave., Suite G



P.O. Box 2078  
Temecula, CA 92593-2078  
Phone: ( )

Lancaster, CA 93534  
Phone: (661) 945-2604 ext. 107

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

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

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

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

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

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

ANTELOPE VALLEY RESOURCE  
CONSERVATION DISTRICT, a California  
resource conservation district

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

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

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

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

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

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



**EXHIBIT A:**  
**Activities**

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

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

## **FISH AND WILDLIFE MEETING REVIEW**