

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

This Memorandum of Understanding ("MOU") is entered into this March 9, 2017, by and between the Temecula-Elsinore-Anza-Murrieta Resource Conservation District ("TEAM RCD"), a California resource conservation district, and Mission Resource Conservation District ("Mission" or "MRCD"), a California resource conservation district. TEAM RCD and Mission 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, Mission and TEAM RCD share the Santa Margarita Rivers Watershed ("Watershed") and desires to maintain the well-being of the natural resources in said Watershed; and

WHEREAS, the Santa Rosa Plateau Ecological Reserve ("SRPER") lies within the boundaries of TEAM RCD and within the ("Watershed"); and

WHEREAS, TEAM RCD will sign a Contract for Services with The Nature Conservancy ("TNC"), a nonprofit corporation, to provide a Western Pond Turtle Survey for purposes of ascertaining the Western Pond Turtle presence or absence in the areas of the SRPER and estimating the total population structure, size and other characteristics; and

WHEREAS, Mission has an employee certified and licensed to perform the Western Pond Turtle Survey, and TEAM RCD will retain Mission as a subcontractor to perform said Survey; and

WHEREAS, the Parties wish to memorialize their rights and obligations in this MOU and acknowledge that this MOU is contingent on TEAM RCD and TNC entering into the Contract for Services described above ("TNC Contract");

**AGREEMENT**

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms and conditions contained herein, TEAM RCD and Mission hereby agree as follows:

1. **Description of Services.** Mission shall provide all services as specified in the attached Exhibit A, Scope of Services. To the extent any of the services are to be performed on land that is not owned by TEAM RCD or TNC, Mission must obtain the landowner's prior permission before entering upon such land.

2. Period of Performance. This MOU shall be effective on March 9, 2017 and continues in effect to October 30, 2017 or until all Services have been completed, whichever is later, unless terminated earlier. Mission shall commence performance upon signature of this MOU by both Parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 For services rendered as described in Exhibit A of this MOU, TEAM RCD shall pay Mission in accordance with the budget description attached as Exhibit B, provided that TEAM RCD receives payment from TNC for Mission's subcontractor services. Mission shall be paid only in accordance with an invoice submitted by Mission to TEAM RCD within 15 days from the last day of each calendar month and the final invoice shall be submitted to TEAM RCD upon completion of all Services to this MOU. Mission agrees that such invoice shall fully comply with Section 2 (Payments) of the TNC Contract. TEAM RCD shall pay the invoice within 30 days from the date of TEAM RCD's receipt of payment from TNC for Mission's subcontractor services. Mission shall send invoices to:

TEAM RCD  
P.O. Box 2078  
Temecula, CA 92593  
Attn: Rose Corona, Board President

3.2 Mission shall notify TEAM RCD of any unused materials and supplies which Mission received payment pursuant to this MOU. At the request of TEAM RCD, Mission shall promptly deliver said materials and supplies to TNC.

4. Termination

4.1 TEAM RCD may terminate this MOU without cause upon two (2) weeks written notice served upon Mission stating the extent and effective date of termination. TEAM RCD may, upon 5 days, written notice terminate MOU if Mission refuses or fails to comply with the terms of this MOU or fails to make progress that may endanger performance and does not immediately cure such failure.

4.2 After receipt of the notice of termination, Mission shall: (a) Stop all work under this MOU on the date specified in the notice of termination; and (b) Transfer to TEAM RCD and deliver in the manner directed by TEAM RCD any materials or reports, which if the MOU had been completed or continued, would have been required to be furnished to TEAM RCD.

4.3 After termination, TEAM RCD shall make payment only for Mission's performance up to the date of termination in accordance with this MOU.

4.4 Mission's rights under this MOU shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this MOU by Mission; or in the event of Mission's unwillingness or inability for any reason whatsoever to perform the terms of this MOU. In such event, Mission shall not be entitled to any further compensation under this MOU.

5. Independent Contractor. Mission is, for purposes relating to this MOU, an independent contractor and shall not be deemed an employee of TEAM RCD. It is expressly understood and agreed that Mission (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which TEAM RCD employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the Parties. It is further understood and agreed by the Parties that Mission in the performance of this MOU is subject to the control or direction of TEAM RCD merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

6. Disputes. The Parties shall attempt to resolve any disputes amicably. Mission shall proceed diligently with the performance of this MOU pending the resolution of a dispute. Prior to the filing of any legal action related to this MOU, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. The Parties shall share the cost of the mediations.

7. Indemnification

7.1 Mission shall indemnify, defend and hold harmless TEAM RCD and TNC and their respective directors, officers, employees and agents from and against any and all liabilities, demands, damages, claims, losses, costs, or expenses, including reasonable attorney's fees, to the extent that they arise out of or result, directly or indirectly, from the negligence, misconduct, breach of warranty, representation, or covenant, or any act or omission by Mission or any of its directors, officers, employees or agents in performing the services under this MOU.

7.2 TEAM RCD shall indemnify, defend and hold harmless Mission and its directors, officers, agents and employees, from and against any and all liabilities, demands, damages, claims, losses, costs, or expenses, including reasonable attorney's fees, to the extent that they arise out of or result, directly or indirectly, from the negligence, misconduct, breach of warranty, representation, or covenant, or any act or omission by TEAM RCD or any of its directors, officers, employees or agents in the performance of TEAM RCD's obligations under this MOU.

7.3 The provisions of this Section shall survive the termination of this MOU.

8. Insurance. Mission, at its sole cost and expense, shall procure and maintain during the term of this MOU adequate third party policies of insurance from an insurance company or companies authorized to do business in the State of California that cover the services performed by Mission under this MOU, including but not limited to insurance coverage for workers' compensation, commercial general liability, vehicle liability and professional liability as applicable. Proof of this insurance shall be provided to TEAM RCD within one (1) week of the effective date of this MOU.

9. Notices. All correspondence and notices required or contemplated by this MOU shall be delivered to the respective Parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

To TEAM RCD at:

TEAM RCD  
P.O. Box 2078  
Temecula, CA 92593  
Attn: Rose Corona, Board President

To Mission at:

Mission Resource Conservation District  
1588 South Mission Road, Suite 100  
Fallbrook, CA 92028

10. Conduct of Contractor. Mission covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Mission's performance under this MOU.

11. Licensing and Permits. Mission shall comply with all State or other licensing requirements. Mission warrants that it has all the necessary permits, approvals, certificates, waivers and exemptions necessary for the performance of this MOU as required by the laws and regulations of the United States and the State of California, and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this MOU.

12. Compliance with Law

12.1 Mission shall comply with all applicable Federal, State and local laws and regulations. In the event that there is a conflict between the various laws or regulations that may apply, Mission shall comply with the more restrictive law or regulation.

12.2 Mission shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this MOU; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Government Code § 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. § 1201 et seq.) and all other applicable laws or regulations.

13. Records and Documents. Mission shall make available, upon written request by any duly authorized Federal, State, or County agency, a copy of this MOU and such books and records as are necessary to certify the nature and extent of Mission's cost related to this MOU. All such books, documents and records shall be maintained by Mission for at least five (5) years following termination of this MOU and be available for audit by TEAM RCD. Mission shall provide TEAM RCD reports and information related to this MOU as requested by TEAM RCD.

14. General Provisions

14.1. No contract shall be made by Mission with any other party for furnishing any of the work or services under this MOU without the prior written approval of TEAM RCD. Mission shall not delegate or assign any interest in this MOU, whether by operation of law or otherwise, without the prior written consent of TEAM RCD. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

14.2 If either Party is unable to comply with any provision of this MOU due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such Party shall not be held liable for such failure to comply.

14.3 Any waiver by TEAM RCD of any breach of any one or more of the terms of this MOU shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this MOU. Failure on the part of TEAM RCD to require exact, full, and complete compliance with any terms of this MOU shall not be construed as in any manner changing the terms or preventing TEAM RCD from enforcement of the terms of this MOU.

14.4 In the event any provision in this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

14.5 This MOU shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this MOU shall be filed only in the Superior Court of the State of California located in Riverside, California.

14.6 This MOU, including any attachments or exhibits, which are incorporated herein by reference, constitutes the entire MOU of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This MOU may be changed or modified only by a written amendment signed by authorized representatives of both Parties.

14.7 This MOU may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this MOU.

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

By: 

Rose Corona, President  
Board of Directors

Dated: 3/9/17

MISSION RESOURCE CONSERVATION  
DISTRICT, a California resource conservation  
district

By: 

Name: SCOTT A. MURRAY  
Title: PRESIDENT BOARD OF DIRECTORS

Dated: 3/9/17

**EXHIBIT A**  
**SCOPE OF SERVICES**

1. Mission acknowledges receipt and review of TEAM RCD's Contract for Services with TNC for the provision of Western Pond Turtle Survey in the areas of SRPER. Mission, as a subcontractor to TEAM RCD, agrees to comply with the terms of said TNC Contract.

2. Mission agrees to provide TEAM RCD the following services relating to the Western Pond Turtle Survey:

a. A total of 21 trapping sessions of western pond turtles (*Actinemys marmorata pallida*) on the Santa Rosa Plateau Ecological Reserve shall be completed between April 1, 2017 and July 31, 2017. Each trapping session shall be one or two days in duration. A map of the trapping locations for SRPER Western Pond Turtle is attached hereto as Exhibit A – Trapping Locations 2017.

b. A database of all collected trapping data shall be developed by August 15, 2017. The data collected shall include turtle identification number, sex, weight, length, width and capture location.

c. The data shall be summarized and analyzed by September 30, 2017. Population size, structure and demography estimates shall be calculated and compared to previous estimates.

d. A final report with the data results will be completed by October 15, 2017.

**Timeline**

Deliverable	Due Date
21 Trapping Sessions	July 31, 2017
Data entered into database	August 15, 2017
Data summarized and analyzed	September 30, 2017
Final Report	October 15, 2017

3. Mission agrees that time shall be of the essence with respect to each and every deadline set forth in this Exhibit A. Mission agrees to submit to TEAM RCD monthly progress reports for the duration of this MOU. At the request of either Party, Mission and TEAM RCD will meet to review the progress of the Western Pond Turtle Survey.

**EXHIBIT B  
BUDGET DESCRIPTION**

<b>Task Description</b>	<b># of Hours</b>	<b>Base Salary</b>	<b>Salary + 40%</b>	<b>Salary Cost</b>	<b>Cost of unit</b>
<b>Pond Turtle Monitoring</b>					
<i>Field Surveys</i>					
Supplies and Permits					\$ 500.00
Travel					\$ 834.40
Staff Time	210	\$ 50.00	\$ 70.00	\$ 14,700.00	
Staff Time	16	\$ 50.00	\$ 70.00	\$ 1,120.00	
Staff Time (field assistant)	39.5	\$ 30.00	\$ 42.00	\$ 1,659.00	
<b>Task Sub-Total</b>				<b>\$ 17,479.00</b>	<b>\$ 1,334.40</b>
<b>Data Management and Analysis</b>					
Staff Time	50	\$ 50.00	\$ 70.00	\$ 3,500.00	
<b>Task Sub-Total</b>				<b>\$ 3,500.00</b>	<b>\$ -</b>
<b>Final Data Report</b>					
Staff Time	75	\$ 50.00	\$ 70.00	\$ 5,250.00	
<b>Task Sub-Total</b>				<b>\$ 5,250.00</b>	<b>\$ -</b>
<b>Administrative Duties</b>					
District Manager	14	\$ 70.00	\$ 98.00	\$ 1,372.00	
Staff Time	10.5	\$ 50.00	\$ 70.00	\$ 735.00	
<b>Task Sub-Total</b>				<b>\$ 2,107.00</b>	<b>\$ -</b>
<b>All Tasks Sub-Total</b>				<b>\$ 28,336.00</b>	<b>\$ 1,334.40</b>
<b>Sub-Total</b>					<b>\$ 29,670.40</b>
<b>MRCO 17.5% Overhead</b>					<b>\$ 5,192.32</b>
<b>MOU Total</b>					<b>\$ 34,862.72</b>
<b>TEAM RCD Overhead (10%)</b>					<b>\$ 3,486.27</b>
<b>TEAM RCD Contract with TNC</b>					<b>\$ 38,348.99</b>

3/9/17  
Accrual Basis

Mission Resource Conservation District  
Building Fund

	All Transactions	
	Building	TOTAL
Beginning Balance		\$ 50,000.00
		\$ -
Ordinary Income/Expense		
Capital Assets		
Building Improvement	31,152.42	31,152.42
Total COGS	31,152.42	31,152.42
Gross Profit	31,152.42	31,152.42
Expense		
Office & Admin		
Professional Fees		
Consultant	6,988.00	6,988.00
Legal Fees	3,961.15	3,961.15
Total Professional Fees	10,949.15	10,949.15
Total Office & Admin	10,949.15	10,949.15
Facilities Overhead		
Repairs & Maintenance	4,845.37	4,845.37
Utilities	1,754.80	1,754.80
Total Facilities Overhead	6,600.17	6,600.17
Total Expense	48,701.74	48,701.74
Net Ordinary Income	48,701.74	48,701.74
Ending Balance	48,701.74	1,298.26





Contract Number:	02252017-4381		
Accounting Information –			
Project Name:	Santa Rosa Plateau		
Project-Award-Activity Number:	P102286		
Source of funds:	U.S. Government	<input type="checkbox"/>	
	State Government	<input type="checkbox"/>	
	Private	<input checked="" type="checkbox"/>	
	Private as Gov't Match	<input type="checkbox"/>	

### CONTRACT FOR SERVICES

This Contract is entered into by and between **The Nature Conservancy**, a nonprofit corporation ("TNC"), through the following U.S. office:

TNC Business Unit:	California
Contact:	Zachary Principe
Address:	402 W. Broadway, Suite 1350, San Diego, CA 92101
Telephone:	909.815.2227
Email Address:	zprincipe@tnc.org

and the following person or entity ("**Contractor**"):

Name of Contractor:	Temecula-Elsinore-Anza-Murrieta Resource Conservation District
Contact:	Rose Corona
Address:	P.O. Box 2078, Temecula, CA 92593-2078
Telephone:	(909) 208-7848
Email Address:	rose.corona@teamrca.org

1. **Services.** Contractor agrees to perform the services described in **Exhibit A**, including any deliverables cited (collectively, the "Services"), in accordance with the terms set forth below and any other exhibits or attachments to this Contract, all of which are incorporated by reference into this Contract. Unless otherwise noted, in the event of a conflict between the terms of **Exhibit A** and any other terms of this Contract, such other terms will control. If any of the Services are to be performed on land that is not owned by Contractor or TNC, Contractor or its subcontractor Mission (as defined below), must obtain the landowner's prior permission before entering upon such land. The parties acknowledge that none of the Services are to be performed or delivered outside of the United States.
2. **Payments.** TNC will compensate Contractor for the Services as follows:

(a) **Contract Fee.** For all of the Services, TNC will pay Contractor a fee (the "Contract Fee") in accordance with the terms set forth in **Exhibit A**.

(b) **Expense Reimbursement.** In addition to the Contract Fee, TNC will reimburse Contractor for the expenses authorized in **Exhibit A** to the extent reasonably incurred by Contractor in performing the Services, the total cost of which may not exceed \$1,724.71 (the "Reimbursable Cap") without TNC's prior written consent. Any unused materials or supplies paid for by TNC will remain the property of TNC and must be delivered to TNC at the end of the Contract term.

(c) **Invoices and Payments.** Requests for payment of the Contract Fee and any authorized reimbursements must be submitted to TNC in the form of an invoice summarizing the work performed and reimbursable expenses incurred during the invoice period. Any expenses authorized for reimbursement by TNC must be: (i) substantiated by proper and adequate documentation (such as receipts), if requested by TNC; (ii) reasonable in amount; and (iii) related to and in furtherance of the Contract purposes. Invoices will be subject to review and approval by TNC. TNC may deny payment if any of the Services are found by TNC to be unsatisfactory, or in the case of payment requests received

more than sixty (60) days after the final deadline for completion of the Services. TNC will make all payments by check, subject to TNC's receipt from the Contractor of a properly completed IRS Form W-9.

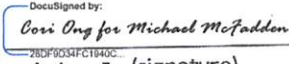
3. **Contract Commencement, Expiration, and Termination.** Unless otherwise indicated in **Exhibit A**, Contractor must begin performing the Services promptly after this Contract has been signed by both parties and must complete all of the Services no later than October 30, 2017 or, as to specific tasks, such earlier date(s) as may be specified in **Exhibit A** (provided that no work may commence before the later signature date below). Any deadline(s) set forth in **Exhibit A** may be extended only with TNC's prior written consent. This Contract will expire automatically once all the Services have been completed and final payment by TNC has been made. Upon such expiration, the parties will have no further rights or obligations under this Contract, except as otherwise provided below. Either party may terminate this Contract at any time upon two weeks' written notice to the other party. Should this occur, Contractor must cease all work on the date of termination, which shall be stated in the termination notice, and TNC will pay Contractor for the Services that have been satisfactorily completed, as determined by TNC, as of the termination date.
4. **Independent Contractor; Taxes.** The parties intend this Contract to create an independent contractor-client relationship and Contractor is solely responsible for the conduct and control of the Services and fulfilling its duties and obligations under this Contract. Contractor is not to be considered an agent or employee of TNC for any purpose, and no joint venture or principal-agent relationship exists. Contractor is responsible for complying with the requirements of all applicable tax laws.
5. **Liability and Indemnification.** Contractor acknowledges and agrees that it is performing the Services entirely at its own risk, and agrees to indemnify, defend, and hold TNC and its directors, officers, employees, and agents harmless from and against any and all liabilities, demands, damages, claims, losses, costs, or expenses, including reasonable attorneys' fees, to the extent that they arise out of or result, directly or indirectly, from the negligence, misconduct, breach of warranty, representation, or covenant, or any act or omission by Contractor or any of its employees or agents in performing the Services. Contractor's indemnity and defense obligations under this Contract will survive for a period of three (3) years after the expiration or earlier termination of this Contract with respect to any matters that occurred, or rights that accrued, prior to such expiration or earlier termination.
6. **Compliance with Laws.** Contractor represents, warrants and agrees that (a) Contractor can lawfully work in the United States, (b) Contractor has or will obtain at its expense any required permits or licenses, and (c) Contractor will comply with all statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements that may apply to the work performed.
7. **Conflict of Interest Determination.** Contractor represents that to the best of its knowledge the information it has provided on TNC's Conflict of Interest Disclosure Form, now or up to two years prior to the commencement date of this Contract, is true and correct.
8. **Compliance with Anti-Terrorism Laws.** Contractor must not use any funds received under this Contract in violation of any applicable antiterrorist financing and asset control laws, regulations, rules and executive orders, including, but not limited to the USA Patriot Act of 2001 and Executive Order 13224.
9. **Miscellaneous Terms and Conditions.** Except as otherwise provided in this Contract, Contractor must not, without TNC's prior written consent, which may be withheld in TNC's sole discretion: (a) assign this Contract or subcontract any portion of the Services, or (b) use The Nature Conservancy's name or logo (except to the extent reasonably necessary in order to perform the Services). This Contract and claims relating to this Contract will be interpreted, construed and governed by the laws of the state in which the TNC office set forth in the first paragraph of this Contract is located (excluding such state's choice of law principles, if any). Any legal action related to the performance or interpretation of this Contract shall be filed only in the Superior Court of the State of California located in Riverside, California. If two or more persons or entities are identified as Contractor in this Contract, their obligations under this Contract are and will be joint and several. Facsimile or scanned signatures on this Contract and any related documents, and digital or electronic signatures where authorized under applicable law, will be fully binding for all purposes under this Contract. This Contract supersedes all prior or contemporaneous communications, both oral and written, and constitutes the entire Contract between the parties relating to the Services. No amendment will be effective unless it is in writing and signed by both parties.
10. **Subcontractor.** The Parties agree that Contractor will subcontract with Mission Resource Conservation District ("Mission" or "MRCD"), a California resource conservation district, to perform the Services described in this Contract. In

lieu of Section 5 (Liability and Indemnification) of this Contract and only to the extent that Services are subcontracted to Mission, Contractor shall require, by written agreement, that Mission indemnify, defend and hold TNC and its directors, officers, employees, and agents harmless from and against any and all liabilities, demands, damages, claims, losses, costs, or expenses, including reasonable attorneys' fees, to the extent that they arise out of or result, directly or indirectly, from the negligence, misconduct, breach of warranty, representation, or covenant, or any act or omission by Mission or any of its employees or agents in performing the Services.

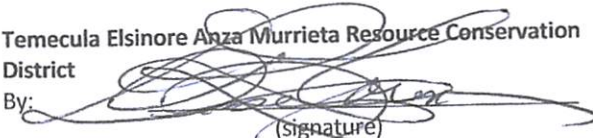
11. **Notices.** All correspondence and notices required or contemplated by this Contract shall be delivered to the respective parties at the addresses set forth in the first paragraph of this Contract and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Contract for Services.

**The Nature Conservancy**

By:   
Michael McFadden  
Print Name: \_\_\_\_\_  
Title: Assoc Dir, Conservation Investments  
Date: 3/14/2017

**Temecula Elsinore Anza Murrieta Resource Conservation District**

By:   
Print Name: Rose Corona  
Title: President  
Date: 3/11/17

**EXHIBIT A**  
**Description of the Services and Budget**

Contractor will subcontract with Mission Resource Conservation District to complete the work described below.

A total of 21 trapping sessions of western pond turtles (*Actinemys marmorata pallida*) on the Santa Rosa Plateau Ecological Reserve (SRPER) will be completed between April 1, 2017 and July 31, 2017. Each trapping session will be one or two days in duration. A map of the trapping locations for SRPER Western Pond Turtle are attached hereto as Exhibit A – Trapping Locations 2017.

A database of all collected trapping data will be developed by August 15, 2017. The data collected will include turtle identification number, sex, weight, length, width and capture location.

The data will be summarized and analyzed by September 30, 2017. Population size, structure and demography estimates will be calculated and compared to previous estimates.

A final report with the data results will be completed by October 15, 2017.

**Timeline**

Deliverable	Due Date
21 Trapping Sessions	July 31, 2017
Data entered into database	August 15, 2017
Data summarized and analyzed	September 30, 2017
Final Report	October 15, 2017

**Budget**

<b>Task Description</b>	<b># of hours</b>	<b>Base Salary</b>	<b>Salary + 40%</b>	<b>Salary Cost</b>	<b>Cost of unit</b>
<b>Pond Turtle Monitoring</b>					
<i>Field Surveys</i>					
Supplies and Permits					\$ 500.00
Travel					\$ 834.40
Staff Time	210	\$ 50.00	\$ 70.00	\$ 14,700.00	
Staff Time	16	\$ 50.00	\$ 70.00	\$ 1,120.00	
Staff Time (field assistant)	39.5	\$ 30.00	\$ 42.00	\$ 1,659.00	
<b>Task Sub-Total</b>				<b>\$ 17,479.00</b>	<b>\$ 1,334.40</b>
<b>Data Management and Analysis</b>					
Staff Time	50	\$ 50.00	\$ 70.00	\$ 3,500.00	
<b>Task Sub-Total</b>				<b>\$ 3,500.00</b>	<b>\$ -</b>
<b>Final Data Report</b>					
Staff Time	75	\$ 50.00	\$ 70.00	\$ 5,250.00	
<b>Task Sub-Total</b>				<b>\$ 5,250.00</b>	<b>\$ -</b>
<b>Administrative Duties</b>					
District Manager	14	\$ 70.00	\$ 98.00	\$ 1,372.00	
Staff Time	10.5	\$ 50.00	\$ 70.00	\$ 735.00	
<b>Task Sub-Total</b>				<b>\$ 2,107.00</b>	<b>\$ -</b>
<b>All Tasks Sub-Total</b>				<b>\$ 28,336.00</b>	<b>\$ 1,334.40</b>
<b>Sub-Total</b>					<b>\$ 29,670.40</b>
<b>MRCO 17.5% Overhead</b>					<b>\$ 5,192.32</b>
<b>Contract Sub-Total</b>					<b>\$ 34,862.72</b>
<b>TEAM RCD Overhead (10%)</b>					<b>\$ 3,486.27</b>
<b>Contract Total</b>					<b>\$ 38,348.99</b>

## **SERVICES AGREEMENT**

This Services Agreement ("Agreement") is made and entered into on March 1, 2017 by and between Dave McElroy (herein referred to as "CONTRACTOR") and the Temecula-Elsinore-Anza-Murrieta Resource Conservation District, a California resource conservation district, (herein referred to as "TEAM RCD").

### **RECITALS**

WHEREAS, TEAM RCD is in need of the services offered by CONTRACTOR, and CONTRACTOR has the relevant training, experience and/or knowledge to perform the scope of services set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

#### **1. Description of Services**

CONTRACTOR shall provide all services as specified in Exhibit A, Scope of Services, to the Agreement.

#### **2. Period of Performance**

This Agreement shall be for an initial term of six (6) months ("Initial Term"), commencing on March 1, 2017 and continues in effect through August 31, 2017, unless earlier terminated. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. At the end of the Initial Term, the parties may, by mutual written amendment, renew this Agreement for an additional six (6) months.

#### **3. Compensation**

**3.1** For services rendered as described in Exhibit A of this Agreement, TEAM RCD shall pay CONTRACTOR at the hourly rate of \$12.00 per hour. Maximum payments by TEAM RCD to CONTRACTOR shall not exceed \$6,300 for the Initial Term, unless the parties, by mutual written amendment, increase the maximum payment amount which shall require the approval of TEAM RCD Board of Directors. TEAM RCD, at its discretion, may reimburse CONTRACTOR for reasonable and necessary expenses incurred by CONTRACTOR in the performance of services under this Agreement.

**3.2** CONTRACTOR shall be paid only in accordance with an invoice submitted to TEAM RCD by CONTRACTOR within 15 days from the last day of each calendar month, and TEAM RCD shall pay the invoice within 30 days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered. CONTRACTOR shall send invoices to:

TEAM RCD  
P.O. Box 2078  
Temecula, CA 92593  
Attn: Rose Corona, Board President

#### **4. Termination**

4.1 Either party may terminate this Agreement without cause upon 30 days written notice served upon the other party stating the extent and effective date of termination.

4.2 TEAM RCD may, upon 5 days, written notice terminate this Agreement if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure.

4.3 After receipt of the notice of termination, CONTRACTOR shall: (a) Stop all work under this Agreement on the date specified in the notice of termination; and (b) Transfer to TEAM RCD and deliver in the manner directed by TEAM RCD any materials or reports, which if the Agreement had been completed or continued, would have been required to be furnished to TEAM RCD.

4.4 After termination, TEAM RCD shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

4.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

#### **5. Ownership/Use of Contract Materials**

The CONTRACTOR agrees that all materials or reports in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by TEAM RCD pursuant to this Agreement shall be the sole property of TEAM RCD. The material or reports may be used by TEAM RCD for any purpose that TEAM RCD deems to be appropriate. Except as otherwise provided in this Agreement, CONTRACTOR agrees not to release or circulate in whole or part such materials or reports without prior written authorization of the TEAM RCD.

#### **6. Conduct of Contractor**

6.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement.

6.2 CONTRACTOR shall not use for personal gain or make other improper use of Confidential Information which is acquired in connection with this Agreement. The term "Confidential Information" includes but is not limited to TEAM RCD information or data which is not subject to public disclosure. If CONTRACTOR is requested or required to disclose any Confidential Information, CONTRACTOR shall promptly notify the COUNTY.

#### **7. Independent Contractor**

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the TEAM RCD. It is expressly understood and agreed that the CONTRACTOR shall in no event be entitled to any benefits to which employees are entitled, including



but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of TEAM RCD merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**8. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of TEAM RCD.

**9. Disputes**

The parties shall attempt to resolve any disputes amicably. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. The parties shall share the cost of the mediations.

**10. Indemnification and Insurance**

**10.1** CONTRACTOR agrees to indemnify and hold harmless TEAM RCD, including its directors, officers, agents and employees, from any liability, loss, damage, expense and costs arising out of or related to CONTRACTOR's negligence, recklessness, errors, omissions or willful misconduct related to or arising from the performance of CONTRACTOR's obligations under this Agreement. TEAM RCD will promptly notify CONTRACTOR of any claim or actions which arise and for which indemnification is sought.

**10.2** CONTRACTOR agrees to procure and maintain or cause to be maintained, at its sole cost and expense, insurance coverage for workers' compensation, commercial general liability and vehicle liability during the term of this Agreement and further agrees to indemnify and hold harmless TEAM RCD for any incidents that occur during CONTRACTOR's performance of this Agreement.

**11. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**TEAM RCD**

TEAM RCD  
P.O. Box 2078  
Temecula, CA 92593  
Attn: Rose Corona, Board President

**CONTRACTOR**

Dave McElroy  
15059 Rocking Horse Ct.  
Lake Elsinore, CA 92530



## **12. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or County agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by TEAM RCD. CONTRACTOR shall provide to TEAM RCD reports and information related to this Agreement as requested by TEAM RCD.

## **13. Compliance with Law**

**13.1** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable TEAM RCD policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**13.2** CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Government Code § 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. § 1201 et seq.) and all other applicable laws or regulations.

## **14. General Provisions**

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

**14.2** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of TEAM RCD. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**14.3** Any waiver by TEAM RCD of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of TEAM RCD to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing TEAM RCD from enforcement of the terms of this Agreement.

**14.4** In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**14.5** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law


providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

14.6 This Agreement, including any attachments or exhibits, which are incorporated herein by reference, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

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

**DAVE MCELROY**

By:   
Rose Corona, President  
Board of Directors

Dated: 3-9-17

By: 

Dated: 3-9-17

## **EXHIBIT A**

### **Scope of Services**

During the term of the Agreement, CONTRACTOR shall provide the following services to TEAM RCD:

1. Administrative services, including but not limited to: filing, maintaining all developer files and information, receive correspondence and payments to TEAM RCD and forward to TEAM RCD bookkeeper as necessary, deposit monies as necessary, assist with the preparation of TEAM RCD Board of Directors ("Board") agendas and packets for all Board meetings, assist with transcription and creation of Board minutes, scan and digitize all bills, correspondence and appropriate documents for historical and informational purpose, return calls, e-mails and provide Board President and the Board with updates and reports on all assigned duties;
2. General office management as necessary to keep TEAM RCD operating efficiently;
3. Assist with the development of Board policy and procedures in written form and maintaining TEAM RCD handbook for all Directors;
4. Assist with the preparation of any Requests for Proposals (RFPs) as instructed or requested by the Board, follow-up or send RFPs, maintain contact with potential vendors, and present reports or bids to be included in the Board packet for Board review;
5. Maintain and submit, in a timely manner, all information for annual reports to the California Department of Fish and Wildlife on existing conservation easements and properties owned by TEAM RCD;
6. Manage and attend to all projects, water audits, programs and monitoring necessary to meet the obligations of TEAM RCD;
7. Respond to all correspondence with the approval and direction of the Board President for TEAM RCD in order to maintain contact with clients, developers and the public, and keep the Board apprised of the progress of all on-going inquiries or projects;
8. Organize and assist with the coordination of events that TEAM RCD may host or participate in;
9. Update in-house IT person to keep the website current with current information and to post appropriate information, meetings, Board packets and current financial information to achieve transparency to the general public;
10. Attend conferences, seminars, informational meetings that have potential interest to the Board or individual Directors subject to the Board's prior approval; and
11. Attend project meetings with Directors upon request to create a seamless communication with the public, districts or partners.



**March 10, 2017**

**Ms. Kimberly Rector**

**Assistant Clerk of the Board**

**Board of Supervisors**

**4080 Lemon Street, 1<sup>st</sup> Floor, Room 127**

**Riverside, CA 92501**

**Dear Ms. Rector,**

Enclosed you will find the Oath's of Office for all the Directors of our Board. Two are not originals. Mine was signed two years ago and our original Board President Vicki Long should have sent that in to you. The other that is not original is Michael Newcomb. He went up to Riverside in person to be sworn in by Lisa Wagner, therefore she should have his original on file. The rest are original wet signatures and we have copies on file should you need them.

Thank you for your help and cooperation regarding these and should you have any questions, please don't hesitate to contact me at 909-208-7848 or [rose.corona@teamrccd.org](mailto:rose.corona@teamrccd.org).

Sincerely,

A handwritten signature in black ink, appearing to read "Rose Corona".

Rose Corona

P.O. Box 2078 ♦ Temecula, CA 92593-2078  
Ph: 951-387-8992 ♦ [www.TEAMRCD.org](http://www.TEAMRCD.org)

# OATH OF OFFICE

(Required by Article XX, Constitution of California)

For the Office of:

Elsinore Murietta Anza RCD

State of California )  
 ) ss.  
County of Riverside )

I do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Rosemarie Corona  
PRINTED NAME

[Signature]  
SIGNATURE

32117 Camino Nuevo Temecula, CA 92592  
RESIDENCE ADDRESS

Subscribed and sworn to before me on 2-6, 20 05

[Signature]  
Signature of Authorized Official

President  
Title of Authorized Official

## APPOINTMENT AND OATH OF OFFICE

State of California,     )  
                                  ) ss.  
County of Riverside     )

The Board of Supervisors of the County of Riverside, State of California, hereby appoints  
Michael Newcomb as Director of the County of Riverside.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the Board of Supervisors on  
December 30, 2014.

KECIA IHEM, Clerk of the Board of Supervisors

(SEAL)

BY: Lisa Cm Wagner Deputy

### OATH OF OFFICE

(Required by Article XX, Constitution of California)

State of California,     )  
                                  ) ss.  
County of Riverside     )

I do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; and that I take this obligation freely without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Signature: Michael Newcomb

Subscriber and sworn to before me

Address: 45089 VINE CLIFF ST.  
TEMECULA CA 92592

February 9, 2016

Lisa Cm Wagner  
Signature of Authorized Official

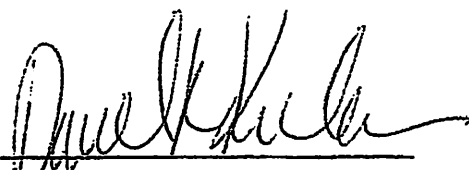
Executive Assistant  
Title

FILE THIS OATH OF OFFICE WITH THE COUNTY CLERK  
PROMPTLY BEFORE ENTERING UPON DUTIES OF OFFICE

**OATH OF OFFICE**  
(Required by Article XX, Constitution of California)

State of California, } ss Temecula-Elsinore-Anza-Murrieta Resource Conservation District  
County of Riverside }

I do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and Constitution of the State of California; and that I take this obligation freely without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Signature: 

Subscribed and sworn to before me

Address: 19700 MARINER PL  
MURRIETA, CA 92562

3-9-17  
Date

Print Name David Kuhlman

  
Signature of Authorized Official

President  
Title

**FILE THIS OATH OF OFFICE WITH THE COUNTY CLERK PROMPTLY  
BEFORE ENTERING UPON DUTIES OF OFFICE.**

**OATH OF OFFICE**  
(Required by Article XX, Constitution of California)

State of California, } ss Temecula-Elsinore-Anza-Murrieta Resource Conservation District  
County of Riverside }

I do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and Constitution of the State of California; and that I take this obligation freely without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Subscribed and sworn to before me

Signature: Carol Lee Brady

Address: 37850 De Portola  
Temecula CA  
92592

Print Name CAROL LEE Brady

3-9-17

Date

  
Signature of Authorized Official

PRESIDENT

Title

**FILE THIS OATH OF OFFICE WITH THE COUNTY CLERK PROMPTLY  
BEFORE ENTERING UPON DUTIES OF OFFICE.**



**OATH OF OFFICE**  
(Required by Article XX, Constitution of California)

State of California, } ss Temecula-Elsinore-Anza-Murreta Resource Conservation District  
County of Riverside }

I do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and Constitution of the State of California; and that I take this obligation freely without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Subscribed and sworn to before me

3-9-17  
Date

  
Signature of Authorized Official

PRESIDENT  
Title

Signature: Judy Guglielmana  
Address: 33367 BLANCHE DRIVE  
LAKE ELSINORE, CA  
Print Name Judy Guglielmana

**FILE THIS OATH OF OFFICE WITH THE COUNTY CLERK PROMPTLY  
BEFORE ENTERING UPON DUTIES OF OFFICE.**

November 13, 2016

Board of Directors  
Temecula Elsinore Anza Murrieta Resource Conservation District  
Post Office Box 2078  
Temecula, CA 92593-2078

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

### **Financial Statement Services**

We will prepare and review the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Temecula Elsinore Anza Murrieta Resource Conservation District (the "District") as of June 30, 2016, and issue an accountant's report on such financial statements in accordance with the "review standards" as set forth in the Statements on Standards for Accounting and Review Services (SSARSS) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and applicable ethical principles established by the AICPA's Code of Professional Conduct.

The objective of this review engagement is to prepare financial statements in accordance with the financial reporting framework you selected, based on information provided by you, and to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements in order for the statements to be in accordance with that framework. It is our understanding that you have selected accounting principles generally accepted in the United States of America (U.S. GAAP) as your financial reporting framework and, as such, that is the framework we will use for this engagement.

A review differs significantly from an audit of financial statements, in which the auditor provides reasonable assurance that the financial statements, taken as a whole, are free of material misstatement. A review does not contemplate obtaining an understanding of the entity's internal control; assessing control or fraud risks; tests of accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or the examination of source documents (for example, cancelled checks or bank images); or other procedures ordinarily performed in an audit. Thus, a review does not provide assurance that we will become aware of all significant matters that would be disclosed in an audit. Therefore, a review provides only limited assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with U.S. GAAP.

Our review will consist primarily of inquiries of company personnel and analytical procedures applied to financial data, and we will require a letter from management at the conclusion of our engagement that confirms certain representations made during the course of our review. As we will not perform an audit of such financial statements, the objective of which is the expression of an opinion regarding the financial statements taken as a whole, we, accordingly, will not express such an opinion on them. Because we are not performing an audit, the District agrees not to record or describe our services as an "audit" or "auditing" in its minutes or other books of record.

This engagement cannot be relied upon to disclose errors, fraudulent financial reporting, misappropriation of assets, or illegal acts that may have occurred. However, we will inform the appropriate level of

management of any material errors and of any evidence or information that comes to our attention during the performance of our review procedures that fraud may have occurred. We will also report to the appropriate level of management any evidence or information that comes to our attention regarding any potential illegal acts that may have occurred, unless they are clearly inconsequential.

James Whittington is the engagement partner for the review services specified in this letter. His responsibilities include supervising Nigro & Nigro's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the review report.

### **Responsibilities of Management**

Management is responsible for making all financial records and related information available to us and for providing us with unrestricted access to individuals within the District with whom we determine it necessary to communicate. By your signature below, you understand and agree that management is responsible for the accuracy and completeness of the records, documents, explanations, and other information provided to us, including management's significant judgments for the engagement. The information provided by management, including the responses to our inquiries, will not be verified, corroborated, or audited.

As outlined in this letter, we may assist in the preparation of your financial statements and we may advise you about appropriate accounting principles and their application, but the final responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP remains with you. Also, as part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. Management, however, has final responsibility for reviewing and accepting the proposed entries and understanding the nature and impact of the proposed entries to the financial statements.

By your signature below, you acknowledge management's responsibility for all management decisions and responsibilities including designating qualified individuals with the suitable skills, knowledge and experience to be responsible and accountable for overseeing the preparation of your financial statements and all other nonattest services performed as part of this engagement. This includes designing, implementing and maintaining internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; as well as identifying and ensuring that the organization complies with the laws and regulations applicable to its activities. We will have no responsibility to identify or communicate deficiencies in your internal control as part of this engagement.

In addition, your signature below further acknowledges that you understand and agree that you are responsible for preventing and detecting fraud, and for establishing and maintaining internal controls, including monitoring ongoing activities.

### **Written Report**

We expect to issue an unmodified review report addressed to the District's board of directors. We cannot provide assurance that an unmodified accountant's review report will be issued. Circumstances may arise in which it is necessary for us to report known departures from U.S. GAAP, add an emphasis-of-matter or other-matter paragraphs, or withdraw from the engagement.

If, for any reason, we are unable to complete our review of your financial statements, we will not issue a report on such statements as a result of this engagement.

By your signature below, you agree to include our review report in any document that contains the referenced financial statements which indicates that we have performed a review of such financial statements; and to obtain our written permission before releasing such information.

## **Other Matters**

Our fees for this work will be \$1,500. Payment for services is due when services are rendered, and interim billings may be submitted as work progresses and expenses are incurred.

Our fees and completion of our work is based upon anticipated cooperation from District personnel; timely responses to our inquiries; timely communication of all significant accounting, financial, and internal control matters; and the assumption that unexpected circumstances will not be encountered during the engagement.

In addition, in the event our firm or any of its employees or agents is called as a witness or requested to provide any information whether oral, written or electronic in any judicial, quasi-judicial, or administrative hearing or trial regarding information or communications that you have provided to this firm, or any documents and workpapers prepared by Nigro & Nigro in accordance with the terms of this agreement, you agree to pay any and all reasonable expenses including fees and costs for our time at our standard hourly rates, as well as any legal or other fees that we incur as a result of such appearance or production of documents.

Billings become delinquent if not paid within 30 days of the invoice date. If billings are past due in excess of 30 days, at our election, we may stop all work until your account is brought current or withdraw from this engagement. The District acknowledges and agrees that we are not required to continue work in the event of the District's failure to pay on a timely basis for services rendered as required by this engagement letter. The District further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of the District's failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services.

In connection with this engagement, we may communicate with you or others via email transmission. We take reasonable measures to secure your confidential information in our email transmissions, including password protecting confidential documents. However, as email can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom it is directed and only to such parties, we cannot guarantee or warrant that email from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of email transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

It is our policy to keep records related to this engagement for seven years. However, Nigro & Nigro does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the seven-year period Nigro & Nigro shall be free to destroy our records related to this engagement.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its rules for professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

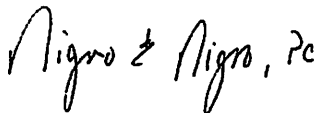
Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the rules for professional accounting and related services disputes of the American Arbitration Association, except that under all circumstances the arbitrator must follow the laws of California. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY

THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

We will be pleased to discuss this letter with you at any time.

If the foregoing is in accordance with your understanding, please sign the copy of this letter in the space provided and return it to us.

Very truly yours,

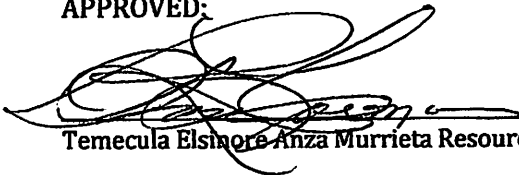


Nigro & Nigro, PC

**RESPONSE:**

This letter correctly sets forth the understanding of Temecula Elsinore Anza Murrieta Resource Conservation District.

**APPROVED:**



Temecula Elsinore Anza Murrieta Resource Conservation District

3-11-17

Date

Subject **Fwd: FW:**  
From Rose Corona <rose.corona@teamrcd.org>  
To Grau, Jerry <jgrau@RIVCO.ORG>  
Date 2017-04-06 08:16



- TEAMRCD January 01, 2017 to March 31, 2017 Financials.pdf (23 KB)

Dear Mr. Grau,

Attached you will find our first quarterly report per our agreement with the passed resolution by the Board of Supervisors to move from an annual audit to a compilation process. In order for us to gain approval we suggested that we add extra requirements that would help the County to feel more comfortable with our accounting processes.

As a reminder, our agreement is to provide your department with a quarterly financial reports at least for the next 5 years or until such time that our district starts making over \$150,000 per year which I don't see happening any time soon. In lieu of the expensive audit we will provide a compilation every year for three years with the third year being an audit of just the third year then go back to compilation reports after the third year and so on.

Since it took so long to get the approval from the Board of Supervisors for the compilation we still will need to provide you with the compilation for the 2015-2016 year. I couldn't get the firm that eventually won the RFP to do this before April 18th due to the obvious tax season we all face. So you should be receiving the compilation for that year in the next month or so. This will be immediately followed by a compilation in July since our year end is in June. So by August we'll be back on track with a regular annual report and not put us so far behind a normal schedule.

I look forward to establishing a good relationship with your department and if you have any questions regarding this report, please feel free to contact me at 909-208-7848.

Sincerely,

Rose Corona  
TEAM RCD President

----- Original Message -----

Subject: FW:  
Date: 2017-04-06 08:01  
From: Rose Corona <[rosecorona@bighorsefeed.com](mailto:rosecorona@bighorsefeed.com)>  
To: "[rose.corona@teamrcd.org](mailto:rose.corona@teamrcd.org)" <[rose.corona@teamrcd.org](mailto:rose.corona@teamrcd.org)>

FROM: QuickBooks Accounting  
SENT: Wednesday, April 5, 2017 5:49 PM  
TO: Rose Corona <[rosecorona@bighorsefeed.com](mailto:rosecorona@bighorsefeed.com)>  
SUBJECT:



# Management Report

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

For the period ended June 30,2017

Prepared by

**Landmark Business Enterprises LLC**

Prepared on

**April 5,2017**

# Table of Contents

---

Profit and Loss .....3

Balance Sheet.....5

Statement of Cash Flows.....7

A/R Aging Detail.....8

A/P Aging Detail.....9



# Profit and Loss

July 2016 - June 2017

	Total
<b>INCOME</b>	
CropSwap Income	7,750.00
Interest Income	22.10
Gain-Capital ONE NA CD 2.2	-2,092.54
Gains-BMW N.A., Utah - 62,000 shares	-780.87
<b>Total Interest Income</b>	<b>-2,851.31</b>
Investments	
Interest-Savings, Short-term CD	2,143.86
<b>Total Investments</b>	<b>2,143.86</b>
Services	230.81
Stipend Allowance	15,828.75
Water Audits Income	9,450.00
<b>Total Income</b>	<b>32,552.11</b>
<b>GROSS PROFIT</b>	<b>32,552.11</b>
<b>EXPENSES</b>	
Area Meeting	350.00
Contract Services	
Accounting Fees	
Audit and Audit Documentation	250.00
<b>Total Accounting Fees</b>	<b>250.00</b>
CropSwap Management	2,425.00
Water Audit Management	
Post Audit	1,500.00
Pre Audit	3,535.00
<b>Total Water Audit Management</b>	<b>5,035.00</b>
<b>Total Contract Services</b>	<b>7,710.00</b>
General and Administration	
Bank Fees	-1.86
Membership Dues	-4.67
Quickbooks-Accounting	148.02
<b>Total General and Administration</b>	<b>141.49</b>
Insurance	
Insurance - Liability, D and O	-9.17
<b>Total Insurance</b>	<b>-9.17</b>
License and Permit	106.53
Office Supplies	131.68
Operations	
Advertising and Marketing	20.00
Postage, Mailing Service	92.60
Printing and Copying	253.25
Transcription	437.26
<b>Total Operations</b>	<b>803.11</b>

	Total
Other Types of Expenses	
Memberships and Dues	159.00
<b>Total Other Types of Expenses</b>	<b>159.00</b>
Travel and Meetings	
Travel	
Mileage Reimbursement	145.26
<b>Total Travel</b>	<b>145.26</b>
<b>Total Travel and Meetings</b>	<b>145.26</b>
Website Expenses	900.00
<b>Total Expenses</b>	<b>10,437.90</b>
<b>NET OPERATING INCOME</b>	<b>22,114.21</b>
<b>NET INCOME</b>	<b>\$22,114.21</b>

# Balance Sheet

As of June 30, 2017

	Total
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Bank Accounts</b>	
Checking/Savings	
General Fund xx2226	59,995.50
Mitigation Account xx0102	98,133.61
Restricted Deposits xx2242	35,475.97
Union Banc Investment - Mkt Adj	-2.42
Union Banc Investment xx8488	203,284.73
Union Bank xx72042	14,633.00
<b>Total Checking/Savings</b>	<b>411,520.39</b>
<b>Total Bank Accounts</b>	<b>411,520.39</b>
<b>Accounts Receivable</b>	
Accounts Receivable (A/R)	11,356.81
<b>Total Accounts Receivable</b>	<b>11,356.81</b>
<b>Total Current Assets</b>	<b>422,877.20</b>
<b>TOTAL ASSETS</b>	<b>\$422,877.20</b>
<b>LIABILITIES AND EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
Accounts Payable	337.61
<b>Total Accounts Payable</b>	<b>337.61</b>
<b>Other Current Liabilities</b>	
Deposits Payable	0.00
BROOKFIELD	9,280.00
CASINO ONE PROPERTIES	6,835.00
CENTEX 1600-2006-0063-R6	8,333.75
DR HORTON - Country Roads	335.00
DR HORTON - Morgan Heights	3,920.00
GREYSTONE / CROWNE HILL	7,050.00
<b>Total Deposits Payable</b>	<b>35,753.75</b>
Funds in Brokerage (CD) Account	
Lennar Homes - Greer Ranch	125,000.00
Shea Homes - Adelaine Farms	75,000.00
<b>Total Funds in Brokerage (CD) Account</b>	<b>200,000.00</b>
<b>Total Other Current Liabilities</b>	<b>235,753.75</b>
<b>Total Current Liabilities</b>	<b>236,091.36</b>
<b>Total Liabilities</b>	<b>236,091.36</b>
<b>Equity</b>	
Opening Balance Equity	-93,694.75
Retained Earnings	258,366.38

	Total
Net Income	22,114.21
Total Equity	186,785.84
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$422,877.20</b>

# Statement of Cash Flows

July 2016 - June 2017

	Total
<b>OPERATING ACTIVITIES</b>	
Net Income	22,114.21
Adjustments to reconcile Net Income to Net Cash provided by operations:	
Accounts Receivable (A/R)	-1,080.81
Accounts Payable	-492.39
<b>Total Adjustments to reconcile Net Income to Net Cash provided by operations:</b>	<b>-1,573.20</b>
<b>Net cash provided by operating activities</b>	<b>20,541.01</b>
<b>NET CASH INCREASE FOR PERIOD</b>	<b>20,541.01</b>
Cash at beginning of period	390,979.38
<b>CASH AT END OF PERIOD</b>	<b>\$411,520.39</b>

## A/R Aging Detail

As of June 30, 2017

Date	Transaction Type	Num	Customer	Due Date	Amount	Open Balance
<b>91 or more days past due</b>						
05/01/2016	Invoice	16-1004	Bear Creek Association	05/31/2016	10,276.00	10,276.00
<b>Total for 91 or more days past due</b>					<b>\$10,276.00</b>	<b>\$10,276.00</b>
<b>61 - 90 days past due</b>						
03/08/2017	Invoice	030817-2120-2109	SAWA - Stipend	04/07/2017	230.81	230.81
03/28/2017	Invoice	032817-2120-2111	RCWD - Water Audit/CropSwap	04/27/2017	850.00	850.00
<b>Total for 61 - 90 days past due</b>					<b>\$1,080.81</b>	<b>\$1,080.81</b>
<b>TOTAL</b>					<b>\$11,356.81</b>	<b>\$11,356.81</b>

## A/P Aging Detail

As of June 30, 2017

Date	Transaction Type	Num	Vendor	Due Date	Past Due	Amount	Open Balance
<b>61 - 90 days past due</b>							
03/28/2017	Bill	2213	Mission Resource Conservation District	04/07/2017	-2	335.00	335.00
03/29/2017	Bill	031017-UPS	Big Horse Feed - Exp. Reimbursement	04/08/2017	-3	2.61	2.61
<b>Total for 61 - 90 days past due</b>						<b>\$337.61</b>	<b>\$337.61</b>
<b>TOTAL</b>						<b>\$337.61</b>	<b>\$337.61</b>

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



ITEM  
2.23  
(ID # 3764)

**MEETING DATE:**

Tuesday, March 7, 2017

**FROM :** SUPERVISOR KEVIN JEFFRIES:

**SUBJECT:** SUPERVISOR KEVIN JEFFRIES: Appointment of Judy Guglielmana to the Temecula-Elsinore-Anza-Murrieta Resource Conservation District. [\$0]

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

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

**Type of Nomination:** 1<sup>st</sup> Districts  
**Member:** Name: Judy Guglielmana  
Address: 33367 Blanche Drive  
Lake Elsinore, CA 92530  
Telephone: 951-318-6820

**Replaces:** Vicki Long  
**Date Posted or Expired:** January 9, 2017


**Term of Appointment:** Complete unexpired term ending November 31, 2018

---

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is received and filed as recommended.

**Ayes:** Jeffries, Tavaglione, Washington and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** March 7, 2017 ✓  
**xc:** Supvr. Jeffries, District, COB

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

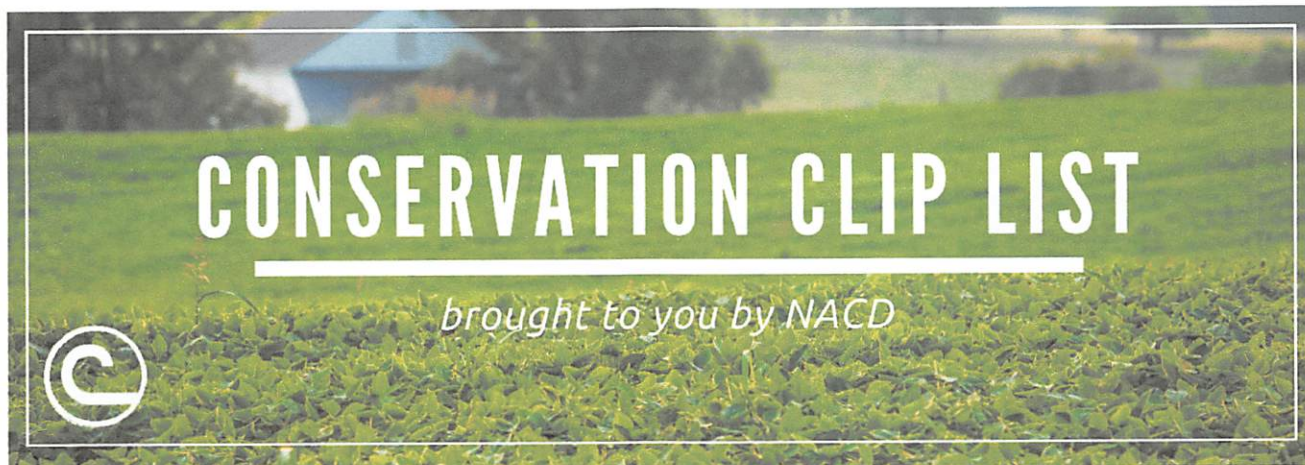


# **GENERAL INFORMATION**

Subject **Conservation Clip List - Brought to you by NACD**  
From NACD News <nacdnews@nacdnet.org>  
Sender NACD News <nacdnews@nacdnet.org>  
To Temecula-Elsinore-Anza-Murrieta RCD <rose.corona@teamrcd.org>  
Date 2017-03-03 03:10



If you're having trouble viewing this email, you may [see it online](#)



---

***Conservation Clip List is a weekly collection of articles distributed by NACD that provides our members and partners with the latest news in what's driving conservation. If you have a relevant submission, please contact your NACD Communications Team.***

---

NACD Blog: [NACD releases its "Nine Farm Bill Principles"](#)

Every year, NACD releases what we think are appropriate funding levels for conservation programs housed under USDA, the Interior Department, and the Environmental Protection Agency (EPA). After conducting a survey – which received over 500 responses – NACD's farm bill task force distilled the needs of our member districts and state associations into nine principles.

NACD Blog: [Texas association hosts 'Soil Health Short Course'](#)

Last week, more than 250 producers attended the Texas Soil Health Short Course – a two-day event hosted in partnership by the Association of Texas Soil and Water Conservation Districts, the Texas NRCS, and the Texas State Soil and Water Conservation Board. The short course featured presentations and demonstrations by scientists and NACD Soil Health Champions, and was capped off with a field tour.

NACD Blog: [Did You Know? Recommendations for District Communications](#)

Conservation districts need to develop and implement a communications plan that clearly articulates their identity and message consistently across all media while maximizing contacts for the district, its partners, the public, and government leaders.

---

[Water rule rollback gives growers what they wanted from Trump](#) via The Los Angeles Times

Trump ordered his new head of the Environmental Protection Agency, Scott Pruitt, to scale back the agency's interpretation of the Clean Water Act. The Trump executive order directs the agency to follow Scalia's narrower interpretation of the Clean Water Act, which explicitly exempts most agricultural activities.

[Ryan Zinke Sworn In as Interior Secretary, Giving Him Oversight of US Public Lands](#) via NBC Washington

Former Montana Rep. Ryan Zinke was sworn in Wednesday as secretary of the Interior Department, assuming oversight of 400 million acres of public land, mostly in the West. Zinke also pledged to tackle an estimated \$12 billion backlog in maintenance and repair at national parks and stand firm against attempts to sell, give away, or transfer federal lands.

White House eyes plan to cut EPA staff by one-fifth, eliminating key programs via The Washington Post

The White House has proposed deep cuts to the Environmental Protection Agency's budget that would reduce the agency's staff by one-fifth in the first year and eliminate dozens of programs. As proposed, the EPA's staff would be slashed from its current level of 15,000 to 12,000. Grants to states, as well as its air and water programs, would be cut by 30 percent.

Farmers: Protect conservation, crop insurance but tweak commodity programs via Agri-Pulse

The Senate Agriculture Committee launched its hearings on the new farm bill, hearing from farmers in Kansas who appealed for changes to some commodity programs, new support for cotton growers, and continued funding for conservation.

Feral pig data being collected via Pacific Daily News

Guam has a feral swine pilot program in place. Funded by the U.S. Department of Agriculture's Animal and Plant Health Inspection Service, experts are tracking how many feral swine there are on the island.

Advocates urge judge to keep injunction on Yellowstone dam via The Washington Post

Wildlife advocates are urging a federal judge to keep in place an injunction blocking a \$57 million irrigation dam and fish passage proposed for the Yellowstone River. The Natural Resources Defense Council and Defenders of Wildlife say the dam near the Montana-North Dakota border could cause an endangered fish species to disappear from the upper Missouri River Basin.

Prioritize funding for clean water via LancasterOnline

(Opinion) The Farm Bill plays an incredible and necessary role in the fight for clean water by providing conservation assistance to our farmers. We want our farmers to have the money to do what is necessary to make our water safe. Through Farm Bill programs, landowners have implemented 95,000 conservation projects in Pennsylvania from 2011-15, but more needs to be done.

Humans tripled length of wildfire season in US by sparking more than 800k blazes via Mongabay

The researchers found that humans created an average of 40,000 additional wildfires during the spring, fall, and winter every year during the study period — more than 35 times the number of fires started by lightning in those seasons. In all, 84 percent of the 1.5 million total wildfires included in the study were caused by people, with lightning sparking the remainder of the blazes. Human-caused wildfires account for nearly half of the total acreage burned.

Midwest, Wyoming lawmakers target wolf protections again via The Washington Post

Pressure is building in Congress to take gray wolves in the western Great Lakes region and Wyoming off the endangered list, which would allow farmers to kill the animals if they threaten livestock. Meanwhile, both sides in the debate are waiting for a federal appeals court to decide whether to uphold lower court rulings that put wolves in four states back on the list or to let the U.S. Fish and Wildlife Service return management of the species to the states.

---

Need to update your contact information or change your subscription preferences? [Click here](#) to manage your profile.

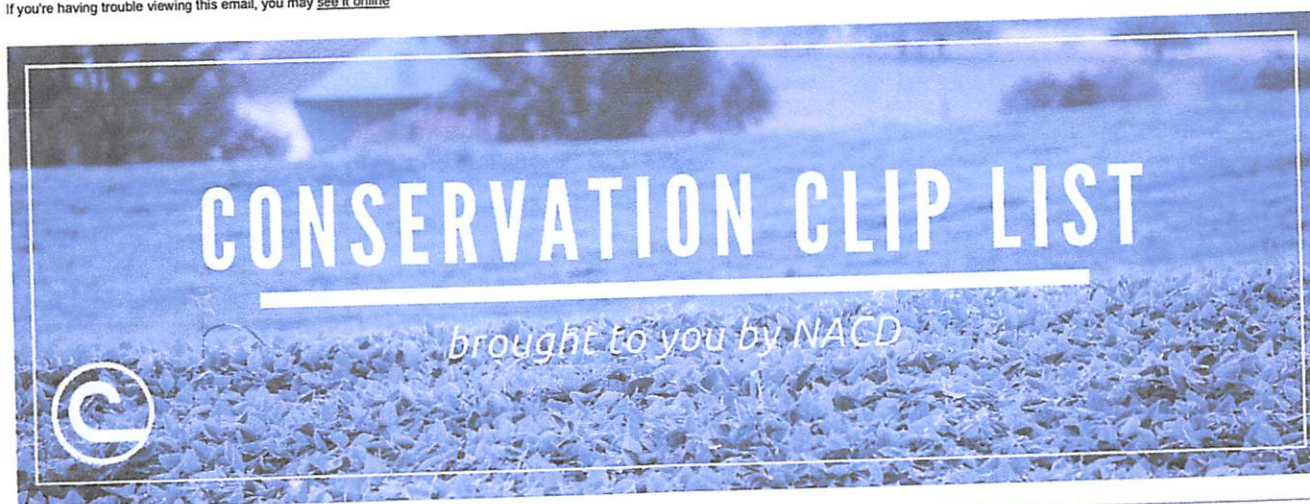
To unsubscribe from future mailings [please click here](#).



Subject **Conservation Clip List - Brought to you by NACD**  
From NACD News <nacdnews@nacdn.net.org>  
Sender NACD News <nacdnews@nacdn.net.org>  
To Temecula-Elsinore-Anza-Murrieta RCD <rose.corona@teamrcd.org>  
Date 2017-03-10 02:05



If you're having trouble viewing this email, you may [see it online](#)



*Conservation Clip List is a weekly collection of articles distributed by NACD that provides our members and partners with the latest news in what's driving conservation. If you have a relevant submission, please contact your NACD Communications Team.*

NACD Blog: [Getting seeds started right](#)

When spring can't get here soon enough, it's time to start getting your hands dirty starting some seeds! Seed starting is fairly easy, given the right set-up, a bit of patience, and a bit of diligence.

[Wildfires in 4 states kill 6, force thousands from homes](#) via ABC News

Crews grappling with vexing wildfires that have charred hundreds of square miles of land in four states and killed six people soon may get a bit of a break: Winds are forecast to ease from the gusts that whipped the flames. In addition to those four states, conditions were ripe for fires in Iowa, Missouri, and Nebraska.

[A new, innovative program to help South Dakota farmers](#) via Rapid City Journal

(Opinion) After months of collecting feedback from farmers and other agriculture stakeholders, Senator John Thune, R-S.D., introduced a new farm bill program that's intended to protect farmers' income in these tough economic times. The Soil Health and Income Protection Program (SHIPP), is an economic assistance tool that offers several conservation benefits. SHIPP will not compete with or replace the popular Conservation Reserve Program (CRP), but would be a voluntary alternative for farmers who don't want to tie up their land for long periods of time.

[General Mills boosts eco-friendly grain Kernza](#) via Chicago Sun Times

A sweet, nutty-tasting new grain called Kernza is getting a big boost from food giant General Mills, which is intrigued by the potentially big environmental benefits of the drought-resistant crop with long roots that doesn't need to be replanted every year.

[Proposed EPA Cuts Could Devastate the Chesapeake Bay Cleanup Plan](#) via Washingtonian

The massive cuts the White House has proposed to the EPA's budget could cause serious damage to the Chesapeake Bay restoration plan. The proposal would reduce funding for the bay cleanup's funding by about 93 percent.

6 weeks later, senators question delay on agriculture pick via The Washington Post

President Donald Trump picked former Georgia Gov. Sonny Perdue to be his agriculture secretary six weeks ago, but the administration still hasn't formally provided the Senate with the paperwork for the nomination. The Senate Agriculture, Nutrition and Forestry Committee needs the paperwork before the chairman, Sen. Pat Roberts, can schedule a confirmation hearing.

Official: California Faces \$50B Price Tag for Flood Control via Associated Press

California faces an estimated \$50 billion price tag for roads, dams, and other infrastructure threatened by floods such as the one that severely damaged Oroville Dam last month. Damage to California's highways is estimated at nearly \$600 million. Fixing Oroville Dam alone could cost up to \$200 million.

First Signs of Dicamba Resistance? via AgWeb

With an increasingly hostile roster of resistant weeds, crops are under constant waves of assault that necessitate a diversified response. The days of polite recommendations to mix modes of action have given way to outright demand: Multiple, effective modes of chemistry are a farming absolute.

Judge won't stop construction of Dakota Access pipeline via Los Angeles Daily News

A federal judge declined to temporarily stop construction of the final section of the disputed Dakota Access oil pipeline, clearing the way for oil to flow as soon as next week. The stretch under the Missouri River reservoir in southern North Dakota is the last piece of construction for the \$3.8 billion pipeline to move North Dakota oil to Illinois.

From new beans to ancient plants, drought-busting crops take root via Reuters

In recent decades, research has increased to see how food crops cope with dry conditions, and scientists are breeding and crossing seeds to make them more drought-tolerant. But major obstacles exist in scaling up their use.

Soil Health Partnership to expand to 100 farm sites for 2017 via Farm Forum

This year, 35 more farms will join a revolutionary research effort that hopes to show U.S. farmers how sustainability through soil health can also lead to increased profitability. This is the largest farmer-led soil health research project of its kind.

---

Need to update your contact information or change your subscription preferences? [Click here](#) to manage your profile.

To unsubscribe from future mailings [please click here](#).



Subject **Conservation Clip List - Brought to you by NACD**  
From NACD News <nacdnews@nacdn.net.org>  
Sender NACD News <nacdnews@nacdn.net.org>  
To Temecula-Elsinore-Anza-Murrieta RCD <rose.corona@teamrcd.org>  
Date 2017-03-17 04:03



If you're having trouble viewing this email, you may [see it online](#)



---

***Conservation Clip List is a weekly collection of articles distributed by NACD that provides our members and partners with the latest news in what's driving conservation. If you have a relevant submission, please contact your NACD Communications Team.***

---

#### NACD Blog: NACD helps convene dialogue on emerging ecosystem markets

Expert presenters at a recent National Network on Water Quality Trading spring dialogue (March 7-9) counted the many ways districts can be central to the success of water quality trading and other ecosystem services programs. NACD helped convene the gathering in Sacramento, California, along with the Willamette Partnership of Portland, Oregon, and Kieser & Associates engineers of Kalamazoo, Michigan.

---

#### Trump seeks \$4.7 billion in cuts to USDA discretionary spending via The Washington Post

The White House Office of Management and Budget's 2018 spending blueprint requests \$17.9 billion in funding for the USDA, down \$4.7 billion from its 2017 funding level, or a reduction of about 21 percent. The programs facing cuts fall under "discretionary" spending, which includes food safety, rural development and conservation funding, research grants, and international food aid.

#### Opinion: There's good reason to end the agriculture versus the environment fight via Agri-Pulse

(Opinion) Sustainability and profitability can and must go hand-in-hand. So if environmentalists want sustainability at scale, what we ask of farmers has to be good for their bottom line. Regulations clearly have a role, and they can even make good business sense, but farmers are far more motivated by economic sustainability – they have families to feed and businesses to run.

#### Economics of soil loss via Corn and Soybean Digest

Average soil loss rate is 5.8 tons per acre per year, and increasing. Buman believes the tolerable rate of soil loss is zero, which cannot even be achieved when a field is in perennial grass. When you're losing soil, you're losing yield.

#### Pine beetles could devastate Alabama's \$11B forest industry this year via AL.com

This year's concerns are rooted in the large number of trees left stressed or already dying from last year's record-setting drought. Drought-stressed trees don't make sap as well as healthy ones, and that sticky sap is the tree's primary defense against beetles.

Donald Trump Budget Slashes Funds for E.P.A. and State Department via The New York Times

President Trump's budget blueprint for the coming fiscal year would slash the Environmental Protection Agency by 31 percent. The E.P.A. is, arguably, the hardest-hit agency under Mr. Trump's budget proposal: He wants to cut spending by nearly a third — \$2.6 billion from its current level of \$8.2 billion.

Wild turkeys: A conservation (and hunting) success story via USA Today

One of the most successful wildlife restoration and recovery efforts in modern conservation and wildlife game management history is the return of the wild turkey. When restoration work started, the only wild birds left were in isolated, heavily wooded areas. According to the National Wild Turkey Federation there are currently an estimated 6 to 6.2 million wild turkeys in the United States.

Iowa Agency That Challenged Farm Runoff Faces Elimination via U.S. News

For years a utility that supplies drinking water to Iowa's capital city has spent millions of dollars to rid its water supply of pollutants that run off farm fields upstream. But the state legislature, now controlled by Republicans who won big majorities in the November election, has decided to address the issue in a different way. It's preparing to dissolve the utility, effectively killing the lawsuit.

Why the EPA is allowing contaminated groundwater to go untreated via Newsweek

The strategy is called monitored natural attenuation, or MNA. With little public awareness or debate, it has become increasingly widespread since the 1990s as a way to cope with the enormous cost of some groundwater cleanups. Despite the bureaucratic name, MNA basically involves keeping a watchful eye while natural processes purge groundwater of chemical pollution.

Trump's Plan to Slash Weather Forecast Funding Is Terrible News for Farms via Mother Jones

(Opinion) To provide its forecasts, the Weather Service leans heavily on another NOAA program, the National Environmental Satellite, Data and Information Service, which operates the satellites that deliver crucial data. And that's exactly the place within NOAA where Trump's budget ax would fall the hardest: His leaked proposal calls for a \$513 million cut to the satellite program, about 22 percent of its annual budget.

Great Lakes Fund Has Aided Ohio's Algae Fight, River Cleanup via U.S. News

While the Great Lakes funding is important, discussions about its future should include making sure the money is spent on priority issues for the state — the big one being improving Lake Erie's water quality. Spending from the fund already has been shifting that way over the last few years with more money targeted toward reducing the farm field runoff that feeds the lake's algae and building up natural areas that filter the runoff.

---

Need to update your contact information or change your subscription preferences? [Click here](#) to manage your profile.

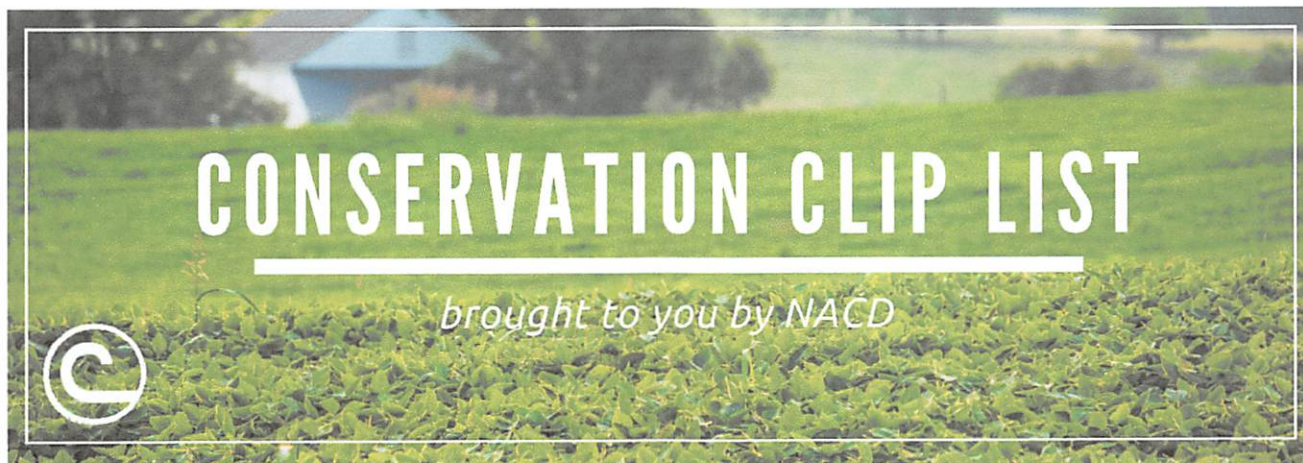
To unsubscribe from future mailings [please click here](#).



Subject **Conservation Clip List - Brought to you by NACD**  
From NACD News <nacdnews@nacdn.net.org>  
Sender NACD News <nacdnews@nacdn.net.org>  
To Temecula-Elsinore-Anza-Murrieta RCD <rose.corona@teamrcd.org>  
Date 2017-03-24 04:05



If you're having trouble viewing this email, you may [see it online](#)



---

***Conservation Clip List is a weekly collection of articles distributed by NACD that provides our members and partners with the latest news in what's driving conservation. If you have a relevant submission, please contact your NACD Communications Team.***

---

NACD Blog: [House panel hears importance of farm bill forestry programs](#)

As part of an ongoing farm bill series, the House Agriculture Subcommittee on Conservation and Forestry held a hearing on farm bill forestry initiatives. The hearing took a comprehensive look at all the forestry initiatives included in the farm bill – not just those that fall under the forestry title.

NACD Blog: [Washington district comes to the rescue providing wildfire resources](#)

As fires wreak havoc across the Midwest and Mid-South, NACD and conservation districts are reaching out to help.

---

[Farm Conservation Funding on the Chopping Block](#) via Civil Eats

From promoting better soil health to conserving critical habitat or improving water quality, Jeremy Peters, head of the National Association of Conservation Districts (NACD), said "NRCS, in its local county offices, the service centers, are the entry point. The local staff help farmers and landowners in identifying conservation concerns and creating conservation plans to help farmers mitigate those concerns."

[Cash Planted Into Cover Crops](#) via DTN Progressive Farmer

Research and promotion of soil health and cover crops got a major boost as the Foundation for Food and Agriculture Research and The Samuel Roberts Noble Foundation announced a \$6.6 million national cover crop initiative. The foundation is jumpstarting the research initiative with a \$2.2 million grant, which will focus on promoting soil health through the development and adoption of new cover crops across the country.

[First U.S. Bumblebee Officially Listed as Endangered](#) via National Geographic



It's official: For the first time in the United States, a bumblebee species has been declared endangered. Once thriving in 28 states and the District of Columbia, over the past two decades the bee's population has plummeted nearly 90 percent.

Texas faces at least \$21 million in wildfire damages via Times Union

Texas ranchers are facing at least \$21 million in agricultural damages from wildfires that blackened more than 750 square miles in the Texas Panhandle. Damages included \$6.1 million in lost pastureland; \$6.1 million in lost or damaged fencing; \$3.8 million in lost buildings; \$4 million in livestock deaths; and \$1 million for emergency hay and feed.

Rainy end to March cheered by most U.S. farmers, but not all: Braun via Reuters

The United States will close out March under a particularly active weather pattern, and the associated rainfall will be welcomed by many farmers across the country. But not everyone is cheering the downpours.

How To Make Farmers Love Cover Crops? Pay Them via NPR

The number of acres with cover crops in both states is increasing, but at current rates these states won't meet their goals for decades to come. There is, however, a proven way to get farmers to cover their fields. Pay them a lot of money for it.

Agency: California farmers will get bump in irrigation water via ABCNews

Farmers in a vast agricultural region of California will receive a significantly greater amount of irrigation water this summer compared to past drought years — but not their full supply. Farmers in the San Joaquin Valley will receive 65 percent of what they expect from a federal system of reservoirs and canals.

Why More Farmers Are Making The Switch To Grass-Fed Meat And Dairy via NPR

Champions of this type of regenerative grazing also point to its animal welfare, climate, and health benefits: Grass-fed animals live longer out of confinement. Grazing herds stimulate microbial activity in the soil, helping to capture water and sequester carbon.

U.S. sees furious start to the wildfire season via USA Today

Wildfires have charred a whopping 2 million acres across the U.S. so far this year, an area larger than the state of Delaware. It's a gigantic number for so early in the season, roughly 10 times the average and also the most acres burned as of mid-March since 2006.

---

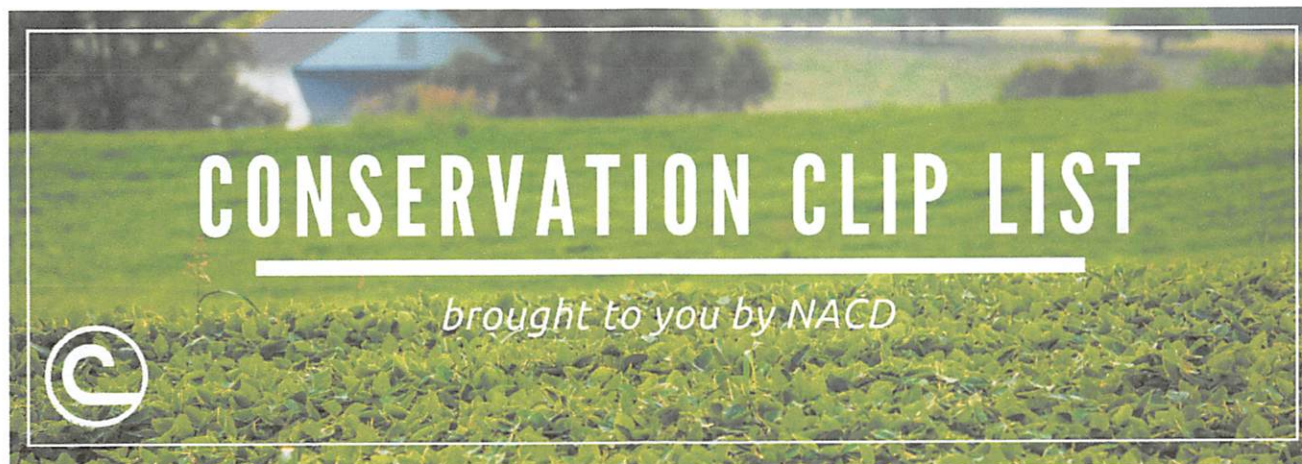
Need to update your contact information or change your subscription preferences? [Click here](#) to manage your profile.

To unsubscribe from future mailings [please click here](#).

Subject **Conservation Clip List - Brought to you by NACD**  
From NACD News <nacdnews@nacdnet.org>  
Sender NACD News <nacdnews@nacdnet.org>  
To Temecula-Elsinore-Anza-Murrieta RCD <rose.corona@teamrcd.org>  
Date 2017-03-31 04:08



If you're having trouble viewing this email, you may [see it online](#)



---

***Conservation Clip List is a weekly collection of articles distributed by NACD that provides our members and partners with the latest news in what's driving conservation. If you have a relevant submission, please contact your NACD Communications Team.***

---

NACD Blog: [Did You Know? District Training Needs](#)

As part of a six-month series on district operations, Did You Know? highlights chapters of the NACD District Outlook Task Force report: "Blueprint for Locally-Led Conservation – A Strategy for District Success and Sustainability" (available on our website). This month's chapter tackles training.

NACD Blog: [What does the rollback of BLM's planning rule mean?](#)

Earlier this week, President Donald Trump signed House Joint Resolution 44 into law, nullifying "Planning 2.0" – BLM's most recent revision of its planning process regulation.

---

[Dayton praises farmers on buffer progress, calls on Legislature to keep deadline](#) via AgriNews.Com

Minnesota's buffer law, which has provided no shortage of debate, is scheduled to be implemented Nov. 1. Gov. Mark Dayton recently praised the large percentage of farmers who have come into compliance.

[Perdue had a long wait for a short confirmation hearing — and nailed it](#) via Politico

Former Georgia Gov. Sonny Perdue, Trump's pick to lead the Department of Agriculture, sailed through his confirmation hearing before the Senate Agriculture Committee. Committee Chairman Pat Roberts (R-Kan.) said he intends to hold a business meeting to vote on Perdue's nomination as soon as possible, with the aim of getting the full Senate to take quick action.

[Kansas farmers face debts and drought](#) via Wisconsin State Farmer

It's not just that wildfires scorched more than 700,000 acres and killed thousands of cattle in southwest and central Kansas, amid the return of drought in much of the state. It's that most farmers in Kansas and nationwide haven't been able to make much, if any, money farming for more than two years.

Will Water Works' dismissed lawsuit lift pressure on Iowa farmers? No, officials say via The Des Moines Register

Farmer Mark Schleisman firmly believes that Des Moines Water Works' decision to sue over high nitrate levels in the Raccoon River was the wrong way to get more farmers to embrace conservation practices across Iowa's 26 million corn and soybean acres. But Schleisman hopes the dismissal of the utility's lawsuit two weeks ago doesn't lessen the pressure that farmers — or Iowa lawmakers — feel to implement more cover crops, grass waterways, wetlands, and other practices to help prevent soil erosion and nitrogen and phosphorus losses.

1,100 New Hampshire acres donated for permanent conservation via The Washington Post

A New Hampshire couple has donated 1,100 acres to the Upper Valley Land Trust for permanent conservation, the largest donation in the organization's history. Trust President Jeanie McIntyre says the land is particularly valuable because of the Hills' sustainable forestry practices.

Many California farms need an upgraded water delivery system via The Sacramento Bee

(Opinion) California is home to many of the world's most advanced and innovative technology companies. Yet, while Silicon Valley and up-and-coming Silicon Beach are cutting-edge, another critical component of California's economy — agriculture — is hobbled by outdated systems, particularly when it comes to how water is delivered and used.

EQIP for Plains Fire Victims via DTN/The Progressive Farmer

USDA announced \$6 million in conservation program funds has been set aside specifically for farmers and ranchers hit by wildfires in Kansas, Oklahoma, and Texas. The funding can be used by farmers and ranchers to pay for grazing lands, rebuild fences, and protect damaged watersheds.

Appeals court upholds ESA protections for intrastate species via Agri-Pulse

Landowners seeking to curb federal protections for species that exist solely within one state have lost their constitutional challenge in a case involving the Utah prairie dog.

Trump signs bill to rollback regulations on BLM's Planning 2.0 via Fox 13

Joint Resolution, H.J. Res 44, which disapproves and nullifies the BLM Planning 2.0 Rule, was signed by President Trump. Some argue the new rule would have reduced the efficiency of resource planning and cause few opportunities for state and local government input.

California snowpack is one of the deepest ever recorded, and now poses a flooding risk via Los Angeles Times

With reservoirs and rivers already full from months of rain, the addition of melting snow will likely push water over the banks in some communities and cause flooding.

---

Need to update your contact information or change your subscription preferences? [Click here](#) to manage your profile.

To unsubscribe from future mailings [please click here](#).



Subject **CSDA e-News: CSDA Honors Legislator of the Year**  
 From Neil McCormick <neilm@csda.net>  
 To <rose.corona@teamrcd.org>  
 Reply-To <cassandras@csda.net>  
 Date 2017-03-07 05:01



If you are on a mobile device or want to view this as a web page, please [click here](#).  
 To ensure receipt of our email, please add [CSDA@informz.net](mailto:CSDA@informz.net) to your address book.  
 Please do not reply to this automatic e-mail.



## CSDA Honors Legislator of the Year

Special districts and local elected officials from Monterey and Santa Cruz Counties recognized Assembly Member Mark Stone as their 2016 Legislator of the Year. Assembly Member Stone was selected because of his non-partisan spirit,

support of local flexibility, and close work with the local service specialists responsible for delivering waste management, water, fire protection, parks, and other essential services.

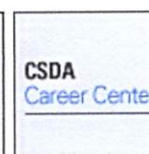
The recognition is awarded by CSDA, and was presented Friday, March 3 at the Monterey Regional Waste Management District in Marina, CA. Bruce Delgado, Chairman of the District Board of Directors said, "Waste Management districts vary enormously across the state. Assembly Member Stone has shown a deep understanding of the complexity of waste management and the value of special districts in diverse communities. Assembly Member Stone is an advocate for local flexibility and a champion for local-residents." [Read more...](#)

## CSDA Responds to Little Hoover Commission's Concerns

As reported in last week's e-News, at the Little Hoover Commission's February 23 business meeting, Commissioners discussed a draft report prepared by Commission staff based on three public hearings in 2016 focused on special districts. Commissioner Scott Barnett of San Diego, participating via teleconference, proposed adding to the report a ten-year sunset date for special districts. He referred to his proposal as a special district "death sentence." Ultimately, the Commission tabled the draft report and now anticipates holding a fourth public hearing in the fall. In response to the Commission's February 23 discussion, CSDA has submitted a [letter to the Commission](#). [Read more...](#)

## Supreme Court Rules Private Email Accounts Subject to CPRA

March 7, 2017



## EDUCATION CALENDAR

**March 7**  
[Best Practices in Agenda Prep & Taking Minutes Webinar](#)

**March 8**  
[Financial Management for Special Districts](#)

On March 2, the California Supreme Court decided a landmark case concerning the California Public Records Act ("CPRA," Government Code §§ 6250 et seq.), which is expected to have wide-ranging administrative, operational and financial impacts on public agencies. The issue concerned whether e-mails and text messages, sent or received on private electronic devices or personal accounts used by public officials and their staffs, were subject to production under the CPRA. The Court held that such communications, if they relate to the conduct of public business, are subject to the CPRA and may be public records subject to disclosure. (*City of San Jose v. Superior Court (Smith)* (March 2, 2017, S218066).)

Meyers Nave attorneys Ruthann G. Ziegler and Nicholaus W. Norvell prepared an analysis of the Court's decision below. Ruthann and Nick will provide additional information about the decision and its impact on public agencies during a webinar on March 9 hosted by CSDA. [Read more...](#)

## PROFESSIONAL DEVELOPMENT

### So You Want to be a General Manager?

When: March 27, 2017

Where: Sacramento, CA



A practical career development workshop for senior executives and emerging leaders in special districts. This action oriented workshop includes group and panel discussions on the journey, roles, and skill sets of a general manager, identifying GM opportunities including positioning yourself for executive recruitment, developing positive relations with the board, staff, and peer agency executives, and leadership practices. Registration fee includes continental breakfast and lunch.

There is a limited class size so [register now!](#)

### Webinar: Ethics AB1234 Training

Presenter: Meyers Nave

When: March 16, 2017

This two-hour workshop covers general ethics principles and state laws related to: "Personal gain by public servants, conflict of interest, bribery and nepotism"; "Gift, travel, and mass mailing restrictions"; "Honoraria, financial interest disclosure, and competitive bidding"; "Prohibitions on the use of public resources for personal or political purposes"; "The Brown Act Open meeting law"; and "The Public Records Act."

*Free to SDRMA members*

*\$65 CSDA member*

*\$95 non-member*

[Register here!](#)

## MEMBER SERVICES

### Announcing California Special Districts Alliance Raffle Winners

If you attended the recent CAPC or CPRS conferences, you might have stopped by the California Special Districts Alliance booth to



*Rancho Cucamonga*

**March 15**

[Proposition 26,](#)

[Proposition 218 & Rate](#)

[Setting](#)

*Oakland*

**March 16**

[Required Ethics AB1234](#)

[Compliance Training](#)

*Webinar*

**March 20**

[Supervisory Skills for the](#)

[Public Sector](#)

*Marina*

**March 23**

[Hammering Out a](#)

[Framework: Construction](#)

[& Business Matters](#)

*Fountain Valley*

**March 27**

[So You Want to be a](#)

[General Manager?](#)

*Sacramento*

**March 28**

[SDRMA Safety/Claims](#)

[Education Day](#)

*Sacramento*

**March 30**

[Legislative Round-up](#)

*Webinar*

**April 23**

[2017 Special District](#)

[Leadership Academy](#)

[Conference](#)

*San Luis Obispo*

## EMPLOYMENT AND RFPS

*Listed below are the most recent employment positions posted to [www.csda.net](http://www.csda.net):*

[MAINTENANCE TECHNICIAN](#)

[III, MECHANICAL I Central](#)

[Contra Costa Sanitary District](#)

[Assistant Authority Clerk II |](#)

[San Diego County Regional](#)

[Airport Authority](#)



pick up resources and say hello to CSDA staff. And if you entered in our raffle drawing, you might have won a \$50 gift card! Our winner at the CAPC conference was Kristi Dvorak of Davis Cemetery District. Our winner at the CPRS conference was Carol Buchholz of Tamalpais Community Services District. Congratulations to our winners!



The California Special Districts Alliance is a collaborative partnership between CSDA, SDRMA, and the CSDA Finance Corporation, providing services and resources to special districts of all types. If you plan on attending the FDAC or ACWA conferences this spring, please stop by our booth. You could be a winner too!

## DISTRICT PRESS

### Career Compass: How do I Position Myself for Advancement?

The International City/County Management Association (ICMA) Coaching Program recently published its 54th Career Compass column entitled "How do I Position Myself for Advancement?" which provides valuable suggestions on moving up in your organization when the path to advancement is not clear. If you have missed these articles on leadership and career development topics, we encourage you to check it out.

You can view all of the Career Compass columns [here](#).

### Register Now for a Free ICMA Coaching Program Webinar!

Register now for the free ICMA Coaching Program webinar, "Attracting and Retaining a Dynamic Workforce" on Wednesday, March 29 from 10:00 - 11:30 a.m. [Click here](#) to watch a short video clip to see the dynamic presenters for this webinar and [click here](#) to register today!

#### New District of Distinction Reaccreditation

The San Bernardino Valley Water Conservation District has been reaccredited as a District of Distinction through the Special District Leadership Foundation (SDLF).



The District of Distinction accreditation is one of the most prestigious local government awards in the state and clearly validates the district's commitment to good governance and to ethical and sound operating practices.

Submit your application to become a District of Distinction by [clicking here](#) or contact Beth Hummel, program assistant, at (916) 231-2939 or by email at [bethh@sdlf.org](mailto:bethh@sdlf.org) for more information.

#### Connect with CSDA on Facebook and Twitter!

Are you connecting on Facebook and Twitter? If so, connect with CSDA! Get important updates on legislative issues, professional development offerings, and member services by liking California Special Districts Association on Facebook and following @specialdistrict on Twitter!



[Public Works Director | Bear Valley Community Services District](#)

[Administrative Services Director | Bear Valley Community Services District](#)

[Risk Management Officer | Contra Costa Water District](#)

*To view all job opportunities, please visit the [Career Center](#).*

#### Open RFPs & RFQs:

RFP - Legal Services

RFQ - Environmental Consulting Services

RFP - Executive Recruiting Services

*View and download open RFPs and RFQs at the [RFP Clearinghouse](#).*

For information on posting an RFP or job opportunity, call 877.924.2732.

**California Special Districts Association**

1112 I Street, Suite 200, Sacramento, CA 95814

Phone - 877.924.2732 Fax - 916.442.7889



FACEBOOK



TWITTER

[Send to a friend](#) | [Unsubscribe](#)

Powered By  informz