

Subject **NACD Announces New Round of Urban Agriculture Conservation Funding**

From Jeremy Peters <deb-bogar@nacdnet.org>

Sender Jeremy Peters <deb-bogar@nacdnet.org>

Temecula-Elsinore- Anza-Murrieta RCD <manager@teamrcd.org>

Date 2018-11-13 09:42



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Tell Friend



National Association of  
Conservation Districts

Dear Conservation Leaders,

I'm pleased to announce NACD has partnered with the United States Department of Agriculture's Natural Resources Conservation Service (NRCS) once more on an urban agriculture conservation initiative. A new round of funding is now available for Fiscal Year 2019. NACD will award up to \$50,000 grants for approximately 18 districts. The program is designed to enhance districts' urban agriculture conservation technical assistance activities in developed and developing areas of both urban and rural communities.

Attached is the Request for Proposals (RFP). The RFP is posted on NACD's website at [www.nacdnet.org/about-nacd/what-we-do/urban-and-community/](http://www.nacdnet.org/about-nacd/what-we-do/urban-and-community/). NACD is accepting project proposals through **Dec. 31, 2018**.

**A special NACD webinar to review the RFP and respond to members' questions is scheduled for 12:00 p.m. - 1:00 p.m. EDT this Thursday, Nov. 15.** To best prepare for the Q&A, NACD asks districts to direct questions to **NACD Senior Advisor Deb Bogar** at [deb-bogar@nacdnet.org](mailto:deb-bogar@nacdnet.org) by Nov. 14. There is no cost to participate, but space is limited. Registration will be accepted on a first-come, first-serve basis. To register, email Debra Bogar with your name, title, district name, state and email address. Information to access the webinar will be sent by email. The webinar will be also be recorded and posted at [www.nacdnet.org/about-nacd/what-we-do/urban-and-community/](http://www.nacdnet.org/about-nacd/what-we-do/urban-and-community/) after the event.

Contact Debra Bogar in Littleton, Colo., at [deb-bogar@nacdnet.org](mailto:deb-bogar@nacdnet.org) or 303-988-1893 for additional assistance.

Sincerely,

A handwritten signature in black ink that reads "Jeremy Peters".

Jeremy Peters  
Chief Executive Officer  
National Association of Conservation Districts

CC: NACD State Associations, NACD Board of Directors, NACD Executive Board Members, NACD Officers, NACD Staff

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From NACD News <nacdnews@nacdn.net.org>  
Sender NACD News <nacdnews@nacdn.net.org>  
To Temecula-Elsinore- Anza-Murrieta RCD <manager@teamrcd.org>  
Date 2018-11-13 13:45



# The NACD eResource

Weekly news briefs from the National Association of Conservation Districts

## NACD ANNOUNCES URBAN AG CONSERVATION FUNDING

Today, NACD announced a [Request for Proposal](#) marking its third year in partnership with the United States Department of Agriculture (USDA)'s Natural Resources Conservation Service (NRCS) to help districts provide conservation technical assistance for urban agriculture.

A new round of funding is available through the [NACD Urban Agriculture Conservation \(UAC\) Initiative](#). NACD expects to fund UAC technical assistance for approximately 18 conservation/natural resources districts for a one-year project. The [Request for Proposals](#) is now posted on [NACD's urban and community webpage](#), along with project descriptions for the 2016 and 2017 urban grant recipients.

The next Urban and Community Conservation webinar will be held from **12:00 p.m. – 1:00 p.m. EDT on Thursday, Nov. 15, 2018**, to review this initiative and respond to members' questions. To best prepare for the Q&A, NACD asks that districts send any questions to **NACD Senior Advisor Deb Bogar** at [deb-bogar@nacdn.net.org](mailto:deb-bogar@nacdn.net.org) prior to the webinar.

These popular webinars, held on the third

Nov. 13, 2018

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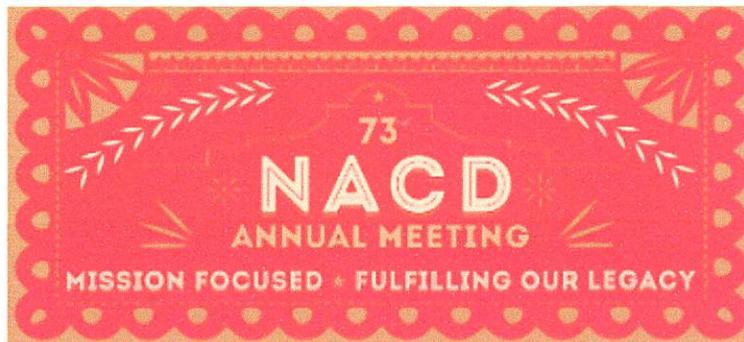
### NACD Welcomes New Northern Plains Region Representative

On Tuesday, Nov. 6, NACD welcomed new Northern Plains Region Representative **Sunni Heikes-Knapton** to the team.

Thursday of each month, are sponsored by The Scotts Miracle-Gro Company in partnership with the NACD Urban and Community Resource Policy Group. There is no cost to participate, but space is limited. Registration will be accepted on a first-come, first-serve basis. To register, email Debra Bogar at [deb-bogar@nacdnet.org](mailto:deb-bogar@nacdnet.org) with your name, title, district or business name, state and email address. Information to access the webinar will be sent by email.



## NACD ANNUAL MEETING EARLY BIRD REGISTRATION DEADLINE ONE MONTH AWAY



NACD's [73rd Annual Meeting](#) will be held Feb. 2-6, 2019, in San Antonio, Texas. Join us in the Lone Star state to hear from prominent leaders in conservation, network with fellow conservationists, and learn more about the region's natural resources challenges and conservation practices. The meeting will also feature [16 informative breakout sessions](#) describing district successes, conservation symposia, a soil health panel during Tuesday's general session and more.

**Early-bird registration ends Friday, Dec. 14**, so there's only a month left to [register for the meeting at discounted prices](#) – [register online](#) to save an additional \$15. Seats for the [eight tours and events](#) hosted during the meeting are quickly filling up, so be sure to complete your registration to reserve a spot.

Heikes-Knapton has worked in the field of land and water conservation in Montana since 1998, most recently with the Madison Conservation District in southwest Montana. Born in Norway and hailing from the family farm in southeast South Dakota, Heikes-Knapton's background includes stream and wetland projects, youth and adult education, and development of a successful citizen science program.

Heikes-Knapton holds a bachelor's degree in biology and a master's degree in land rehabilitation, both from Montana State University. She is a current member of the Leadership Montana program. Welcome Sunni to the NACD team at [sunni-heikes-knapton@nacdnet.org](mailto:sunni-heikes-knapton@nacdnet.org).



Don't forget to reserve a commemorative [2019 Annual Meeting t-shirt](#). Place an order by **Monday, Dec. 31**, to pick up shirts in the Conservation Expo in San Antonio.

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## NACD ATTENDS NAFB ANNUAL CONVENTION

From Nov. 7–9, NACD staff and leaders attended the National Association of Farm Broadcasting (NAFB)'s 75th Annual Convention and Trade Talk. NACD **President Brent Van Dyke** and **President-elect Tim Palmer** had the opportunity to chat with reporters from across the country to discuss the role of conservation districts, NACD's positions on the next farm bill and the national association's [upcoming annual meeting](#) in February.



NACD thanks all the farm broadcasters who stopped by NACD's booth for their time and dedication to amplifying the stories of the nation's producers and conservation districts. **Lorrie Boyer** will become president of NAFB at the start of the new year and will be joining NACD in San Antonio, Texas, as



### NACD Seeks Pacific Region Representative

NACD is seeking a full-time **Pacific Region Representative**, based in the Pacific Region (AK, AS, CA, FM, GU, HI, ID, MP, OR, PW, WA). The position is responsible for providing assistance to NACD's member districts and NACD Board of Directors to advance conservation development and help implement policies specific to the Pacific Region.

To apply, please send a resume, cover letter and two writing samples to the attention of NACD HR with 'Pacific Region Representative' in the subject line to [hr@nacdnet.org](mailto:hr@nacdnet.org) no later than **Friday, Nov. 30, 2018**, to receive priority consideration.

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### NACD Publishes Post-Election Analysis Blogs

NACD's government affairs team has been hard at work analyzing how last week's mid-term elections could impact conservation districts.

NACD Director of Government Affairs

the emcee of the [2019 NACD Annual Meeting](#).

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## CTIC BOARD MEETS IN BALTIMORE

The [Conservation Technology Information Center](#) (CTIC) met on Nov. 7 in Baltimore, Md., in conjunction with the annual meeting of the American Society of Agronomy and the Crop Science Society of America.

NACD President-elect **Tim Palmer** and NACD CEO **Jeremy Peters** participated in the meeting as members of CTIC's board. Palmer and Peters were joined by NACD Immediate-Past President **Lee McDaniel**, who also serves as a trustee of the National Conservation Foundation (NCF). CTIC's board discussed several topics important to the future of the organization, including the 2019 Conservation In Action Tour which will be held in Iowa. CTIC has also recently debuted their renovated website, [www.ctic.org/](http://www.ctic.org/).

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## DISTRICT JOB OPENINGS ACROSS THE NATION

NACD's [District Job Board](#) premiered in October 2018 as a resource for districts and state associations to attract the most qualified applicants from across the nation for their job vacancies. Current position openings include:

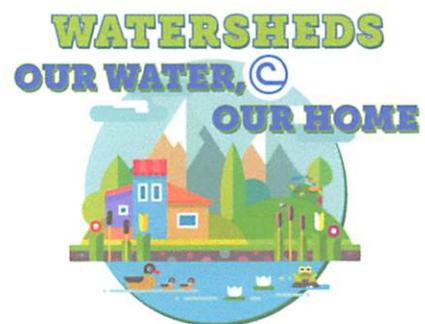
- The [Washington State Conservation Commission](#) (SCC) is seeking candidates for an [executive director](#). The SCC is a non-regulatory state agency that coordinates the 45 conservation districts in Washington state. The executive director would be the face of the agency, comfortable working with and uniting diverse conservation districts, stakeholders, agencies and partners. To learn more and apply, visit [careers.wa.gov](http://careers.wa.gov). Applicant review will begin **Monday, Nov. 19, 2018**. Questions? Contact Lori Gonzalez by email at [lgonzales@scc.wa.gov](mailto:lgonzales@scc.wa.gov).

**Coleman Garrison** published a [blog](#) last Thursday dissecting how the farm bill could be affected, and NACD Natural Resources Policy Specialist **Adam Pugh** released a [blog today](#) to discuss what the elections mean for natural resources policies in the House and Senate.

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### National Photo and Poster Contests Deadline Approaches

The deadline to submit entries for the 2018 NACD and NACD Auxiliary [poster and photo contests](#) is **Dec. 1, 2018**.



The annual poster contest is open to students from K-12 and celebrates the 2018 Stewardship theme "Watersheds: Our Water, Our Home". Please email photos of state association winning posters to [stewardship@nacdn.net](mailto:stewardship@nacdn.net) or mail the physical posters to NACD's Washington, D.C., headquarters.

The [photo contest](#) is open to both children and adults 19 and older who are amateur photographers.

Contest winners will be recognized and have their

- The Harrison County Soil and Water Conservation District in Cynthiana, Ky., is hiring a full-time [District Soil Technician](#) to provide technical support services and schedule the installation and application of conservation practices. Visit [Harrison County SWCD's website](#) to find a link to the application, job description and other information requested. Applications are due by 4:30 pm on **Nov. 19, 2018**, at the Harrison County Conservation District. For any questions, please call 859-234-5876 or email [kayleigh.evans@ky.nacdnet.net](mailto:kayleigh.evans@ky.nacdnet.net).
- The Massachusetts Association of Conservation Districts (MACD) is seeking a [conservation planner](#) to assist in the implementation of statewide conservation planning activities and the Long Island Sound Regional Conservation Planning Partnership Program. Experienced planners who have the knowledge and demonstrated capabilities to undertake the development and implementation of conservation/nutrient management plans should apply. Planners will work with landowners and farmers to identify and document natural resource concerns impacting their lands. Read the full position description on [NACD's job board](#); applications are due **Nov. 19, 2018**, to [massassociationcd@gmail.com](mailto:massassociationcd@gmail.com).
- Kenton Conservation District in Independence, Ky., is seeking a full-time [district manager](#). This position will oversee the district's daily operations and administrative secretary. Duties also include management of a large nature preserve owned by the district. View the full position description on [NACD's job board](#). Please submit resumes to [kenton@nkcd.org](mailto:kenton@nkcd.org).

Through [NACD's Job Board](#), job seekers can sort listings by category, key word or location. Listings will remain available for 30 days, after which time they can be extended. This resource gathers all district job openings

art displayed at NACD's 2019 Annual Meeting in San Antonio. For more information on competition requirements, [please visit NACD's contests webpage](#).

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### **NACD Attends Forestry Conference in California**

On Nov. 7-8, NACD participated in the Partners in Community Forestry Conference in Irvine, Calif. NACD Forestry Specialist **Mike Beacom** represented the association at the two-day meeting.

The agenda addressed a variety of topics, including how urban forests impact climate change, how communities can grow urban forestry programs, and the impact of invasive pests on urban forests.

NACD is one of 37 Sustainable Urban Forests Coalition (SUFC) members. Beacom serves on the SUFC Steering Committee and co-chairs the SUFC Strategic Engagement and Networking Work Group.

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### **New Holiday Specials Available in NACD's Marketplace**

across the nation in one convenient location, free of charge and easy to utilize.



## UPPER BIG BLUE NRD, NEBRASKA

In 2017, the Upper Big Blue Natural Resources District (NRD) in Nebraska was awarded funding from NACD and the Natural Resources Conservation Service (NRCS) through the [urban agriculture conservation grant initiative](#). Through this funding, the district founded Project GROW, "Growing Rotational crops On Wellfields," a partnership between the City of York and the Upper Big Blue NRD.

GROW is a five-year project on 160 acres of the city's wellfield property. This project is the first of its kind in the state of Nebraska and consists of three components: a soil health demonstration, pollinator habitat and community garden. The NRD's goals are to maintain profitability while improving soil health, increasing awareness of the importance of pollinator habitat, and providing a community garden for the citizens of York.



NACD has added new items to the [Marketplace](#), including a range of new name brand wearables from Cabela's. For a limited time, NACD is offering a holiday special with discounted prices for both men's and women's jackets from The North Face. Jackets can be customized and embroidered with your choice of logo, including the Conservation C, NCDEA, NRCS, Envirothon, NASCA or NCPP logos, or your district's or state association's logos. Don't miss out – this offer is only available for the holiday season.

## NACD Seeks Interns for Spring Semester



NACD is seeking internship applicants for the Spring 2019 session (Jan. – May) to assist the government affairs and communications staff with advancing the association's legislative agenda. For more details,



Triticale planted and harvested during the first growing season was very successful, with the harvested seed contracted to a cover crop company for use in their mixtures. The harvest was followed with a manure application and cover crop seeding, which were grazed in mid-September and reseeded to a winter cover crop in October. The soil health accomplishments will be measured through rigorous soil and plant biomass sampling.

Soil health in the pollinator area has been enhanced through vegetation. The pollinator seed was planted this fall to encourage pollinators of every species next summer.

There were 11 participants in the community garden this first year. Each gardener brought different resources and expertise. The NRD also planted a variety of fruit bearing shrubs and trees to the site. When the plants begin producing, community groups will be allowed to harvest the produce and sell it as a fundraiser for their organizations.

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including the updated internship application, [visit NACD's Careers and Internships webpage](#). Applications for the spring term are due by **Friday, Dec. 7, 2018**.

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### **Correction**

In last week's edition of eResource, Dr. Wayne Honeycutt's name was inaccurately published. A [corrected version](#) of the Nov. 6, 2018, edition of eResource is available on [NACD's eResource webpage](#).

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### **NACD Events Calendar**

Check [NACD's website](#) for additional details regarding meetings listed below. Does your district or state association have an upcoming tree sale, state meeting or job vacancy? **Let us know!**

- NACD 2019 Annual Meeting Sponsorship Deadline – Dec. 30
- NACD North Central Region Meeting – Jan. 7 – 8
- NACD 2019 Annual Meeting Online Registration Deadline –

Jan. 11

- NACD 2019 Annual Meeting – Feb. 2 – 6

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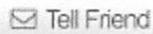
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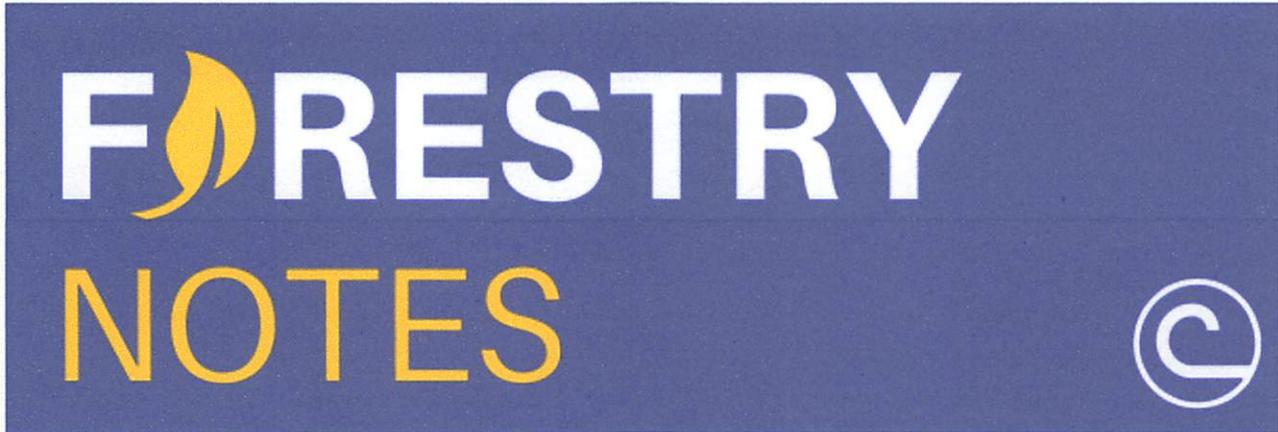
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Subject **NACD Forestry Notes: Succession Planning; Colorado partnership weathers obstacles for sake of the forest**  
From NACD Forestry Notes <nacdnews@nacdn.net.org>  
Sender NACD Forestry Notes <nacdnews@nacdn.net.org>  
Temecula-Elsinore- Anza-Murrieta RCD <manager@teamrkd.org>  
Date 2018-11-16 05:06



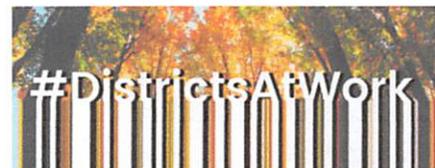
## DISTRICTS FACILITATE FOREST SUCCESSION PLANNING



More than half of the nation's forestland is privately owned, but in the coming decades these acres will transition to a new generation of forest landowners, many of whom do not have the same connection with the land that their parents and grandparents have enjoyed. Will they accept the need to manage their woodlands? Will they see the

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### Forestry Briefs

Rhode Island – [Program helps landowners obtain forest management plan](#)

The Last Green Valley, the MassConn Sustainable Forest Partnership and the Northern Rhode Island Conservation District

value the forest provides?

According to recent data, "80% of family forest landowners want their land to stay intact, in forest and in family ownership. They have no intention or desire to sell their property." Yet only a small percentage of families invest the time to talk about how to transfer ownership and maintain forest health for future benefits. This leaves our forests vulnerable to fragmentation and ultimately to a change in land use.

There is important information to pass down: understanding timber tax laws, conservation easement options, the value of having a forest management plan, available cost-share programs, local forestry professionals able to help with management. Perhaps most important, there is a need to share the benefits a forest provides, not only for the family but for the communities and wildlife that rely on it.

Forest succession planning involves a series of steps, often facilitated by a qualified professional armed with resources to address each step in the process. The most important step is the first step: It begins with a conversation.

[Read more on NACD's blog](#) about how conservation districts in Oregon, New Hampshire, Michigan, Virginia and Pennsylvania approach succession planning. There, you'll also find a blog entitled "[10 Steps to Conservation Planning](#)" to help you and your district create a plan to move forward.

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## **COLORADO PARTNERSHIP WEATHERS OBSTACLES FOR SAKE OF THE FOREST**

are offering a new opportunity for woodland landowners to obtain forest management plans with bird habitat assessments.

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### **Minnesota – Easements aid habitat, mission**

Conservation easements on Camp Ripley's perimeter are preserving fish and wildlife habitat while protecting the Minnesota National Guard's 52,830-acre regional training center from development that could impede its operations. A partnership between Morrison Soil and Water Conservation District and Camp Ripley has funneled \$37.9 million into Morrison, Crow Wing and Cass counties over the past 12 years, working with 232 landowners and 27,800 acres. Thirty-eight more easements are in the works.

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### **Washington – District contributes to tree canopy study**

A recent report showed an eight percent combined increase in Mercer Island's urban tree canopy across all land use categories. Plan-It Geo, a consultant for King



Colorado's Upper South Platte Partnership (USPP) is shifting the focus of forest management from counting acres to making acres count. The three-year-old effort in the foothills west of Denver seeks to leverage funding and expertise to implement wildfire mitigation and forest restoration treatments at a landscape scale in critically important watersheds. [Read more on NACD's Blog.](#)

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## FORESTRY NOTES Q&A: CLINT EVANS

Colorado State Conservationist and Joint Forestry Team 2018 Chair **Clint Evans** has served as Colorado's State Conservationist since February 2015. Prior to that, he was the Assistant State Conservationist for Operations in Idaho and spent time working for NRCS in Kansas. This past year, Evans has served as Chairman of the national Joint Forestry Team, which includes representatives from the U.S. Forest Service, NRCS, the National Association of State Foresters and NACD. NACD Forestry Notes sat down with Evans to discuss JFT, the role of districts and the importance of partnership. [Read the full interview on NACD's](#)



Conservation District, analyzed high-resolution aerial imagery and LiDAR data from 2017 and 2007 to assess current canopy and canopy change over the 10-year period.

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## Forestry News

Devastating fire season inspires restoration collaboration in the spirit of Shared Stewardship [\[link\]](#)

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Southern pine beetles are marching northward [\[link\]](#)

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Study: Climate change causing more severe wildfires, larger insect outbreaks in temperate forests [\[link\]](#)

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Maine is inviting the public to help root out nasty insect [\[link\]](#)

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Upcoming  
EVENTS!

A graphic that looks like a white piece of paper with a green tab at the top left corner. The text "Upcoming EVENTS!" is written in a bold, black, sans-serif font. The paper has a slight shadow and is tilted slightly to the right.

## Calendar

Feb. 2 – 6

[NACD 2019 Annual Meeting](#)

## COLORADO CONSERVATION DISTRICTS ARE EXPANDING FORESTRY CAPACITY

Conservation districts on Colorado's Front Range are bolstering forestry programs by increasing the pace and scale of private lands education and on-the-ground practice implementation through ecology-based, multi-resource benefit forestry. Landowner interest is at an all-time high and district foresters are struggling to keep up.

The story of this growth began in 2007 when **Jonas Feinstein**, now the NRCS State Conservation Forester in Colorado, was working at Jefferson Conservation District under the District Conservation Technician (DCT) program, created through an NRCS and Colorado State Conservation Board grant. "During my time with the conservation district, I saw an opportunity to engage landowners in a novel way by patiently walking, talking, listening, and guiding landowners to understand their forest resource concerns in the context of landscape ecology and land use history, as opposed to a single resource benefit, or an individual tree health approach," **Feinstein said.** [Read more on NACD's Blog.](#)

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## DAIGLE RECEIVES AWARD FOR LONGLEAF PINE RESTORATION EFFORTS

San Antonio, Texas

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Feb. 13 – 17

[NWTF Convention & Sports Show](#)

Nashville, Tenn.

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March 6

[Sustainable Urban Forests Coalition Annual Meeting and Reception](#)

Washington, D.C.

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July 8 – 10

[Small-Scale Forestry Conference](#)

Duluth, Minn.

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Send news items by the 15th day of the preceding month to: Managing Editor at [mike-beacom@nacdnet.org](mailto:mike-beacom@nacdnet.org)

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In Nov. 2018, Louisiana Association of Soil and Water Conservation Districts President **David Daigle** of the Calcasieu Soil and Water Conservation District received the Longleaf Alliance Gjerstad-Johnson Landowner of the Year award. Since 1983, Daigle has been working to restore longleaf pine savannahs, and his work on the properties he owns and operates shows that integrating management systems are advantageous to producers and the habitat.



Before European settlement, longleaf pine savannahs stretched across the southeast United States from the Carolinas to Louisiana, spanning an estimated 92 million acres. Only a fraction of the once vast forest remains. Restoration can be problematic. Brush control, fire regimes and plant diversity all have to be balanced with great effort and expense for the massive natural mechanism to operate. As a cattleman and forest product producer, Daigle has perfected a low-input method for restoring the longleaf pine savannah ecosystem and is making a living doing it. He manages these valuable forest habitats through a simple method of mimicking the natural systems that originally maintained them. [Read the full story on NACD's Blog.](#)

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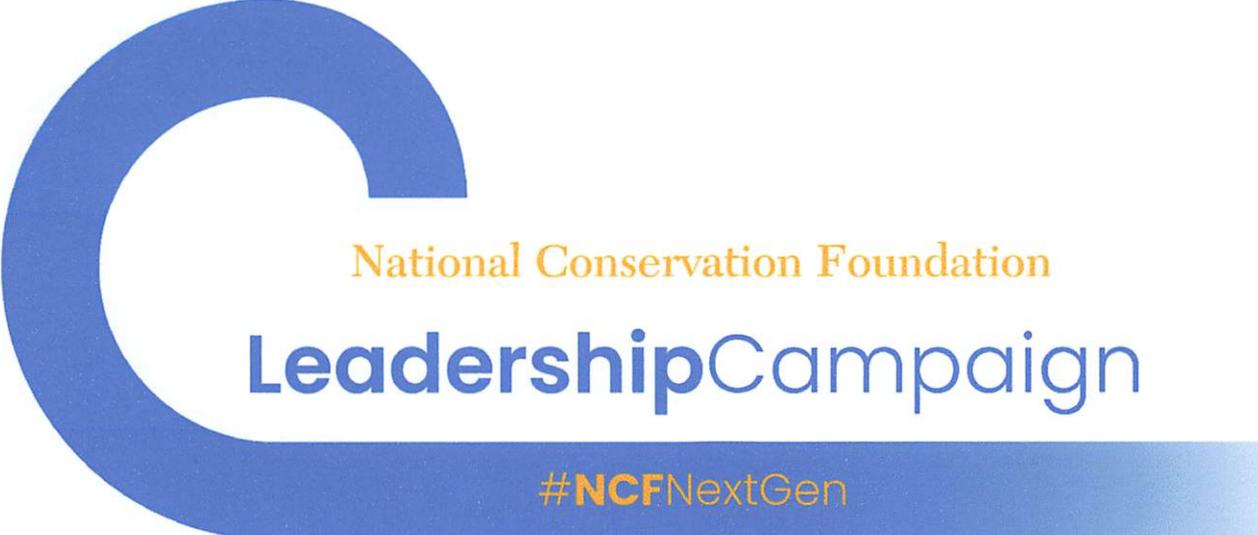
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From Barbara Perlman-Whyman <ncfnextgen@nacdnet.org>  
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# National Conservation Foundation Leadership Campaign

#NCFNextGen

Dear Fellow Conservationists,

I am writing you today to express my support for the National Conservation Foundation (NCF)'s Next Generation Leadership Campaign. As president of the National Association of Conservation Districts (NACD)'s Presidents Association, which boasts a membership of over 800 current and past presidents of all state and territory conservation districts, I speak for all when I say the strong legacy of leadership within NACD over the past years needs to be carried on by the generations to come.

I have always remembered the words of Chief Seattle; "We do not inherit the earth from our ancestors; we borrow it from our children." In a sense, is that not what we all believe as conservationists? Now, more than ever, in our constantly changing and expanding world of conservation, the potential to develop, train, diversify, and expand our leadership skills through education, awareness, technology and outreach is exciting, necessary and almost mandatory not only for survival, but for success.

I was fortunate to grow up with my feet planted both in rural soil and running on urban surfaces. I come from a very large extended family. We were all very close and this continues with the younger generations on both sides of my family. My relatives owned working farms and flower fields and were vocal proponents, even then, about sustainable practices for what is now known as organic farming. With a genuine love of the land, I had other kinsfolk move across the country to become florists, growers and botanists. Those early experiences of respect for the land and water helped establish my own identity with the world within both rural and urban settings. It gave me motivation and curiosity to learn more about the world around me and integrate natural science, ecology, existing resources, diversity and culture into my life all with great sensitivity.

Although my career focused primarily on psychology and community health, my passion and personal involvement in all levels of conservation and the environment have never ceased. Moving to Lake Tahoe full-time in 2002 and becoming active in several nonprofit committees and groups led me to the impressive work of my local district, the Nevada Tahoe Conservation District. I was elected district supervisor in 2004 and eventually held leadership roles in both state and national association boards. Our individual voices need to be expressed, shared and discussed with our regional neighbors to better understand our differences, similarities, styles, successes and needs. NACD allows our local voices to be amplified on a national level, giving us a chance to lead and to educate our neighbors. That's why it's so important that we enable new leaders to emerge and arm them with the tools and resources to succeed.

The mission of NCF is to identify and advance strategic programs and partnerships to deliver conservation solutions through locally-led conservation and to help develop the next generation of conservation leaders. As a board member for NCF, I eagerly have contributed to the endowment fund and the new Next Generation Leadership Campaign, which clearly supports our mission. I encourage you to also contribute today as all contributions received by the end of this year will be **matched dollar for dollar by a generous benefactor, up to \$100,000**. Spread the word!

Thank you for all you do,

Barbara Perlman-Whyman  
President, NACD Presidents Association

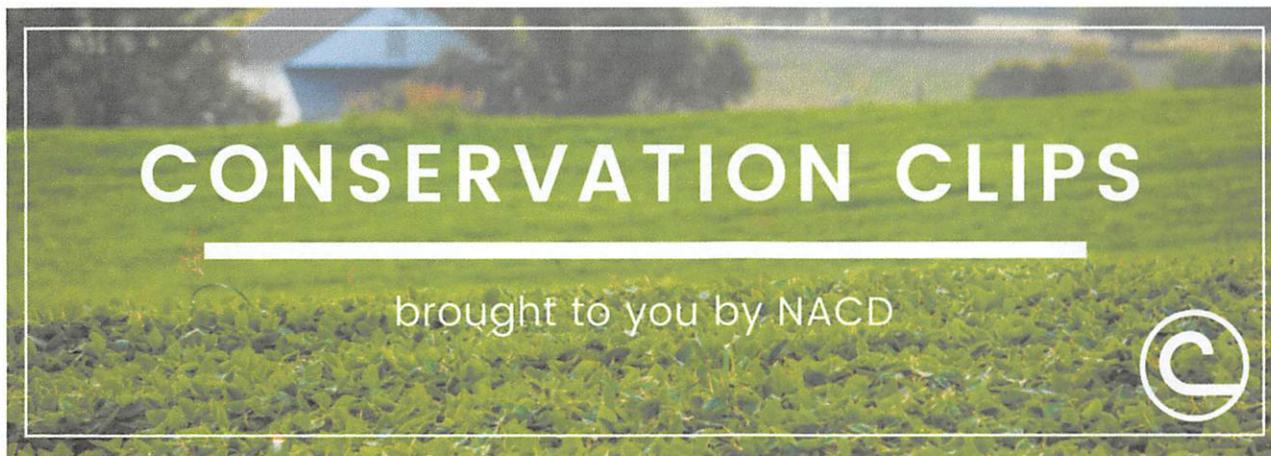
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*Editor's note: Due to the Thanksgiving holiday, NACD will not publish an edition of Conservation Clips on Friday, Nov. 23.*

### **NACD Blog: What the Elections Mean for Natural Resources**

By Adam Pugh  
11/12/18

Last week's mid-term elections resulted in the U.S. House of Representatives flipping to a Democrat majority for the first time since 2010. In the conservation world, focus is primarily centered on the expired farm bill. However, the elections will also significantly impact the House Committee on Natural Resources.

### **NACD Blog: Forestry Notes: Districts Facilitate Forest Succession Planning**

11/15/18

Forest succession planning involves a series of steps, often facilitated by a qualified professional armed with resources to address each step in the process. The most important step is the first step—initiating the conversation.

**NACD Blog: Colorado partnership weathers obstacles for sake of the forest**

11/15/18

Colorado's Upper South Platte Partnership (USPP) is shifting the focus of forest management from counting acres to making acres count. The three-year-old effort in the foothills west of Denver seeks to leverage funding and expertise to implement wildfire mitigation and forest restoration treatments at a landscape scale in critically important watersheds.

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**Brownfield: The National Association of Conservation Districts Says Farm Bill is Needed Now**

By Amie Simpson

11/15/18

The president of the National Association of Conservation Districts says a farm bill must be passed this year, so farmers and landowners can continue to implement voluntary and incentive-based programs instead of a one-size fits all approach. Brent Van Dyke says the success of this model is tied to funding for the conservation title.

**Los Angeles Times: California's most destructive wildfire should not have come as a surprise**

By Bettina Boxall and Paige St. John

11/10/18

They go by different names — Santa Anas, sundowners, diablos — but autumn winds that gain heat and speed as they blow from the interior down the state's mountain ranges are inevitably the prime ingredient of California's most destructive wildfires.

**The New York Times: Part of the Answer to Climate Change May Be America's Trees and Dirt, Scientists Say**

By Brad Plumer

11/14/18

When people think of potential solutions to global warming, they tend to visualize technologies like solar panels or electric cars. A new study published on Wednesday, however, found that better management of forests, grasslands and soils in the United States could offset as much as 21 percent of the country's annual greenhouse gas emissions.

**Indiana Ag Connection: Roberts Frustrated Over Delays with Farm Bill**

11/15/18

Roberts said he wants the so-called Big Four to sign a conference report

on Thursday. But Conaway, Roberts said, is holding out from supporting a compromise to reconcile the House farm bill, H.R. 2 (115), with the Senate measure, S. 3042 (115), because he has lingering concerns with at least six titles, among them the commodity, nutrition and conservation titles.

**New Food: Using marginal farmlands to improve water quality**

11/08/18

In a project that's been underway since 2011, researchers at Argonne National Laboratory have been studying how shrub willow and switchgrass in sandier, easily dried-out patches of land can not only control erosion, but also suck up excess fertilizer chemicals that could otherwise contaminate surface water and groundwater.

**The National Law Review: Supreme Court: Age Discrimination in Employment Act Applies to All State, Local Government Employers**

11/08/18

The Age Discrimination in Employment Act (ADEA) applies to state and local government employers, regardless of their size, the U.S. Supreme Court has ruled in a unanimous (8-0) seven-page decision.

**Missouri Ag Connection: Over 7,300 Feral Hogs Eliminated from Missouri Landscape So Far**

11/02/18

The Missouri Department of Conservation's (MDC) feral hog strike team has tallied up elimination numbers from January through September. So far, they've yielded a total of 7,339 feral hogs removed by MDC, partner agencies, and private landowners. In 2017, 6,561 feral hogs were removed from the landscape.

**AgWeek: Brown's Ranch finds success in being different, focusing on soil health**

By Jenny Schlecht

11/12/18

It's been a quarter century since Gabe decided to go no-till at the advice of a friend. The decision has helped form the identity of the ranch and has provided ways to stay profitable even in tough times.

**The State: As wildfires grow deadlier, officials search for solutions**

By Matthew Brown and Ellen Knickmeyer

11/14/18

Creating fire buffers between housing and dry brush, burying spark-prone power lines and lighting more controlled burns to keep vegetation in check

could give people a better chance of surviving wildfires, according to experts searching for ways to reduce growing death tolls from increasingly severe blazes in California and across the U.S. West.

**The Spectrum:** Utah ranchers frustrated as 'glamping' replaces grazing  
11/10/18

Rural leaders in Utah who often chafe at how federal officials manage public lands are now also growing frustrated with state authorities who are increasing cancel grazing permits in favor of more-profitable land uses. In one case, Garfield County passed an ordinance that would temporarily block a planned \$200 million tent resort for high-end glamour camping, or "glamping," on former grazing land, the Salt Lake Tribune reported .

**MPR News:** Dirt rich: Healthy soil movement gains ground in farm country  
By Dan Gunderson  
11/08/18

Using less insecticide saves farmers money, because they have to buy less of it. So does eliminating tillage, because farmers are driving tractors across the field fewer times, saving fuel. Lundgren also found that farmers practicing regenerative agriculture often earned extra income by raising other crops and selling cattle fattened by grazing on fields with cover crops.

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see the work that they are doing to make greater Merced and Merced County a better place." East Merced RCD was presented with an award at the luncheon on October 24 in the Agribusiness category.

## Lunch and Learn on the Farm HSP Event with Yolo County RCD

[Lunch and Learn on the Farm](#) will help producers and landowners learn about opportunities to enhance their land, network with other farmers, and connect face-to-face with conservation practitioners and technical advisors. UCCE farm advisors and NRCS field staff will be in attendance to answer questions. The event is a collaboration between Yolo County RCD, CARCD, River Garden Farms, NCAT, Center for Land Based Learning, and Audubon California Working Lands Program. Join us on December 7 at the River Garden Farms in Knights Landing. The event is free--[though RSVP is required](#)--and lunch will be provided by Buckhorn Steakhouse. Please share this with your producer network to get the word out.

*If your RCD has job openings, community events, or announcements that you would like to share with the RCD network, please e-mail me at [sara-schremmer@carcd.org](mailto:sara-schremmer@carcd.org) with the details so that we can include them in an upcoming Weekly Digest.*

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## Conservation Announcements

### Forest Health Watershed Coordinator Guidelines Accepting Public Comment

The Department of Conservation posted [the draft Forest Health Watershed Coordinator Guidelines](#) for public comment. They will be accepting comments through November 23 with the intention of posting final guidelines and the RFP on November 30. This program funds watershed coordinator positions to develop and implement watershed improvement plans consistent with the Forest Carbon Plan and Executive Order B-52-18. Watershed coordinators will facilitate watershed-scale collaborations, promote integrated watershed management efforts, and support local implementation activities to restore resilience to forestlands. Find [the full announcement on their website](#).

### Women for the Land Solano County Learning Circle

Solano Land Trust and American Farmland Trust are actively recruiting female landowners (both operating and non-operating) from Solano, Yolo, and Napa Counties for their growing Women for the Land program. They [will host a learning circle](#) on Thursday, December 6, from 9am - 3:30pm at Solano Land Trust's Rush Ranch in Suisun City, where participants will meet and network with other women landowners, connect with local conservation agency staff, learn about creating a whole farm conservation plan, and tour a local farm to see conservation practices at work.

### Central Valley Joint Venture Conservation Award Accepting Nominations

CVJV is has released their [call for nominations for two awards](#). Their Conservation Partner Award is given to the individual, organization, agency, corporation, or group of individuals who are not represented on the CVJV Management Board, but have made sustained, outstanding habitat conservation contributions toward objectives identified in the CVJV Implementation Plan. Their second award, Science Excellence Award will be given to an individual of any organization, agency, corporation, or educational institution who has made a significant scientific contribution to the CVJV's mission, including advancing our understanding of migratory birds and their requirements. Please email your nomination using [this nomination form](#) to [Ruth Ostroff](#) by December 14.



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CALIFORNIA ASSOCIATION OF  
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Dear RCD Colleagues,

The Department of Conservation (DOC) has posted the draft [Forest Health Watershed Coordinator Guidelines](#) for public comment. They will be accepting comments through Friday, November 23rd with the intention of posting final guidelines and the RFP on November 30th.

This program funds watershed coordinator positions to develop and implement watershed improvement plans consistent with the Forest Carbon Plan and Executive Order B-52-18. Watershed coordinators will facilitate watershed-scale collaborations, promote integrated watershed management efforts, and support local implementation activities to restore resilience to forestlands.

You can submit comments to the Watershed Coordinator Program Manager at [wcp@conservation.ca.gov](mailto:wcp@conservation.ca.gov) or call (916) 324-0850.

Or, if you are attending the Annual CARCD Conference next week in San Diego, you can speak with a DOC representative and offer your comments in person. Jenny Di Stefano will be giving a presentation during the *Working Land Solutions, One Partner at a Time* breakout session in the Del Mar room at the Kona Kai Resort from 1:45 - 3:00pm on Thursday, November 15.

Please contact us with any questions. Thank you!

Karen Buhr  
Executive Director



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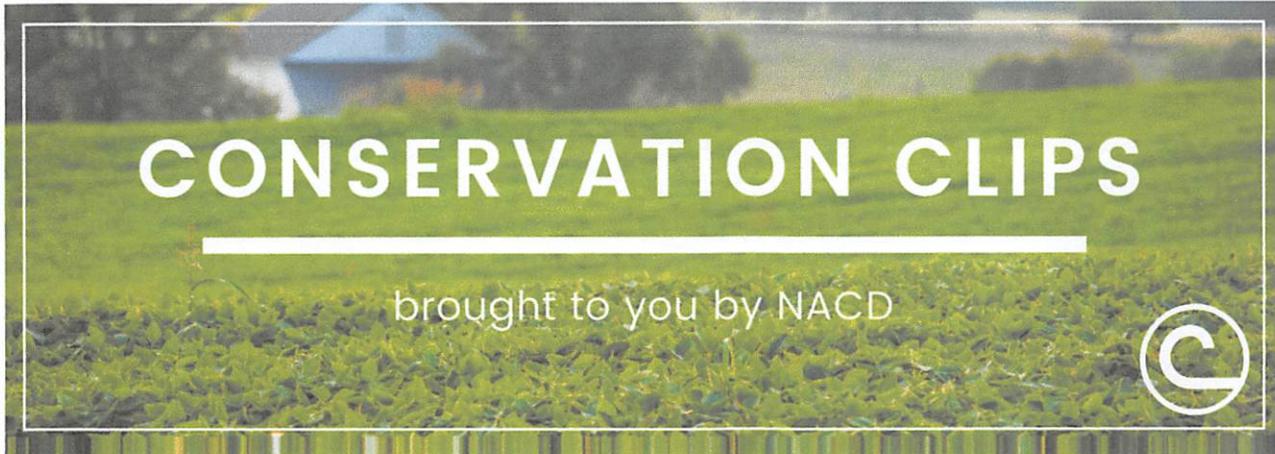
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**NACD Blog: [Brown County SWCD helping to 'whittle down' EQIP backlog](#)**  
11/05/18

In January 2018, Ohio's Brown County Soil and Water Conservation District (SWCD) received a technical assistance grant from NACD and NRCS designed to add capacity at the local level to provide more assistance to landowners.

**NACD Blog: [What the Elections Mean for the Farm Bill](#)**  
By Coleman Garrison  
11/08/18

On Tuesday, Nov. 6, as a result of mid-term elections, the House of Representatives flipped to Democrat control while Senate Republicans added to their ranks. These changes will impact farm and conservation policy over the longer-term in the next Congress but also hold near-term impacts when Congress returns later this month for a lame duck session.

**Agri-Pulse: [Peterson confident of lame-duck farm bill](#)**  
By Philip Brasher

11/07/18

Rep. Collin Peterson expressed confidence Wednesday that a new farm bill would be enacted before the Minnesota Democrat regains the chairmanship of the House Agriculture Committee in January. Peterson also said he had the full support of the Democratic leadership for finalizing a bill in the lame duck session.

**DTN/The Progressive Farmer: Election Reflects Divide**

By Chris Clayton

11/06/18

The midterm election Tuesday was the big "blue wave" that became more of a mild blue tide as Democrats captured the House, but Republicans held their own and gained Senate seats. Rep. Tim Walz, a Democrat and member of the House Agriculture Committee, won Minnesota governor's race. Democratic Rep. Michelle Lujan Grisham, a member of the House Agriculture Committee, won the governorship of New Mexico.

**UPI: Farmers push Congress to pass new farm bill before year ends**

By Jessie Higgins

11/08/18

With the Midterm elections over, farmers and farm groups are putting increased pressure on lawmakers to pass a new farm bill before the end of the year. A joint House and Senate committee failed to pass a new bill before the old one expired Sept. 30, freezing dozens of programs. The committee now has until the end of the year to reach a compromise, or lawmakers will have to start over next year.

**NBC News: 20,000-acre wildfire all but destroys Paradise, California**

By David K. Li and Alex Johnson

11/08/18

The fire had more than doubled in size to 20,000 acres and was at 0 percent containment, Cal Fire reported Thursday night. Meanwhile, in Southern California, a brushfire that ignited Thursday afternoon quickly grew to encompass 10,000 acres.

**AgWeb: What Might Happen If Farmers Were Paid To Use No-Till?**

By Sonja Begemann

11/07/18

The group asked Bainbridge if he would ever consider going back to conventional tillage—such as for a monetary incentive. "Maybe if I know I'm not going to be farming it for the next 30 years I'd do it for \$50 per acre, but no... I don't want to till my soil. I have no interest in it," he said. For him,

the environment he's created in the soil using no-till is too valuable to sacrifice. From better water infiltration, to applying fewer nutrients, the benefits speak for themselves on his farm.

**The Hill: EPA just tossed farmers a lifeline to protect crops**

By Tim Burrack

11/06/18

(Opinion) Regulators extended for two years our ability to use a form of a soybean that resists dicamba, a traditional crop-protection product that helps us defeat these terrible weeds. Over the next two years, we farmers have to make sure we get it right. Let's study the label, follow its rules, and use dicamba properly. The EPA's sensible decision will make farming in 2019 a little bit easier — and when we all do our part, we'll continue to benefit from an excellent tool for fighting weeds.

**The Sacramento Bee: Think modern wildfires are bad? Fires once burned up to 36 times more of the West, study says**

By Jared Gilmour

10/30/18

Researchers compiled long-term data on wildfires in the West and found that by the mid-20th Century as little as 500,000 hectares burned yearly in Western ecosystems. Compare that with the 7 million to 18 million hectares that burned each year before modern fire suppression began in the area.

**AP News: Tidal flooding also contributes to Chesapeake Bay pollution**

11/05/18

Scientists have begun researching an under-studied source of Chesapeake Bay pollution: Tidal flooding. Flooding driven by ocean tides often drags trash and other waste into the nation's largest estuary.

**Utah Public Radio: More Smaller Wildfires May Increase Water Resources In The West, Study Says**

By Rachel Hager

11/05/18

The land of the western United States is shaped by wildfire and water availability. According to new research from Utah State University, increasing the number of smaller wildfires could increase water resources in the West.

**Corn and Soybean Digest: 10 years, 10 soil takeaways**

By Lynn Betts

11/05/18

The best way to learn is to be willing to try something new. If you test an idea carefully on just a few acres, it doesn't matter if the idea succeeds or fails, Jack Boyer believes, because you learn either way. Boyer takes a scientific approach to building soil health. For the past 10 years, the retired engineering engineer has focused on optimizing cover crop benefits on his farm, learning from both successes and failures of test strips on his farm near Reinbeck, Iowa.

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November 22 and 23  
December 24 and 25  
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CALIFORNIA ASSOCIATION OF  
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Dear Colleagues,

In service to all RCDs throughout the state, the CARCD team is always on the lookout for events, news, funding opportunities, and any other resources that could be relevant to the important work that you do in your communities. Please see below for this week's digest of announcements.

If you have questions about any of the content listed below, please don't hesitate to contact us.

Thank you and Happy Friday!

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## In This Issue:

1. [CARCD Updates](#)
  2. [Funding Opportunities](#)
  3. [Advocacy & Legislation](#)
  4. [RCD News](#)
  5. [Conservation Announcements](#)
  6. [Job Announcements](#)
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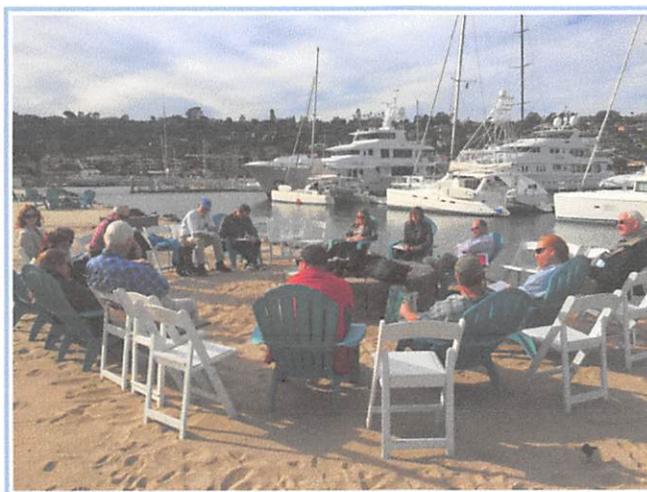
## CARCD Updates

### Conference Is in Full Swing!

We have been so excited to see our RCD family at the 73rd conference. We will continue to learn from and connect with each other until Saturday. We are grateful to everyone who made it down to San Diego and look forward to enjoying a full Friday of breakout sessions, and the annual business meeting on Saturday.



*Assemblymember Lorena Gonzalez Fletcher of the 80th District of California State Assembly received a "Legislator of the Year Award" for her work to support RCDs by creating funding to fight invasive beetle infestations for healthier forests.*



Attendees join Claire Jahns, Assistant Secretary for Climate Issues for the California Natural Resources Agency at a beachside chat session on Thursday.

## Communications Academy Registration Extended

Is your RCD the best kept secret in your community? In partnership with Solid Ground Consulting and funded by the Bechtel Foundation, we have developed the [RCD Communications Academy](#) to address this challenge, keeping your interests and needs in mind. This free capacity building course is designed exclusively for RCD staff and directors and includes simple tools and straight-forward activities in combination with six engaging webinar sessions that you can engage in from the comfort of your office or home. Please [register using this form](#) in order to participate in this free training.

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## Funding Opportunities

### Western SARE Grants Available

[Western Sustainable Agriculture Research and Education \(WSARE\) grants](#) are available for sustainable research projects with a strong outreach component. Grant opportunities available to RCDs are listed on the SARE webpage and include the Farmer/Rancher Grants, the Professional + Producer Grants, and the Research to Grass Roots Grants.

### Proposition 1 and Proposition 68 Workshops

CDFW will host its second application workshop for the [2019 Proposition 1 and Proposition 68 Proposal Solicitation Notice](#) on Wednesday, November 28 at 1pm. The workshops are optional and will be recorded and later posted online. As a reminder, the deadline for proposals is 4pm on December 18.

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## Advocacy & Legislation

### MATCH CHALLENGE from Inland Empire RCD

CARCD contracts with Conservation Strategy Group (CSG) to advocate for funding both directly to RCDs (through DOC) and through grant programs to our partners like the conservancies, CAL FIRE, CDFW, DWR and others; make agency partners aware of RCDs to bring in contracts and make it easier for you to do your work; and solve problems that keep you from being able to do your job. CARCD pays for a large portion of the contract directly out of our budget, but we also need RCDs to contribute in order for our partnership with CSG to be sustainable. If we do not receive enough RCD contributions this year to cover our contract, we will have to put our work with CSG on hold – which would be a very difficult decision to make after building so much forward momentum this past year. **The Inland Empire RCD has offered to match \$20,000 toward CARCD operations this year to free up space in our budget so that we can fund CSG work on behalf of the RCDs. So please consider a donation of any amount and that amount will be matched by Inland Empire RCD.** Additional information about the [amazing work that](#)

## RCD News

### Soil Shindig with RCD of Greater San Diego County

Save the date for [RCDGSDC's Fourth Annual Soil Shindig](#)! This is family friendly, no-cost day-long celebration of soil held at the Tijuana River Valley Community Garden and Wild Willow Farm & Education Center a quarter-mile apart on Saturday, November 17, 1pm to 6pm.

### RCD of Greater San Diego County's Carbon Farming Kickoff

The RCD launched its carbon farming demonstration project this summer on a quarter-acre plot at the Tijuana River Valley Community Garden. This project, funded by the CA Department of Food and Agriculture, will implement three carbon farming practices and aim to demonstrate the benefits to soil quality, water holding capacity, and crop yield. Join RCDGSDC to learn more about carbon farming and this demonstration project [at their Carbon Farming Kick-off event](#) on November 17, from 1-3pm. This event takes place before their Soil Shindig (see above), but will focus on farmers, growers, and ag support professionals.

### RCD of Monterey County Recognized by Invasive Plant Council

RCDMC was recognized as the 'Wildland Stewardship Organization of the Year' at the [California Invasive Plant Council \(Cal-IPC\) 2018 Symposium awards ceremony](#) in Monterey. Each year, Cal-IPC honors members who have shown exceptional dedication and creativity in protecting California's wildlands from invasive plants. The award celebrates the work RCDMC has been doing with partners and landowners on the Salinas River since 2014 to control invasive weeds including arundo and enhance wildlife habitat and flood control. They were acknowledged for their [Salinas River Arundo Control Program](#) work.

### Napa Climate Champion Award to Napa County RCD

Napa Climate NOW! announced Napa County RCD as one of the [recipients of its Napa Climate Champion Awards](#). The local non-profit is a citizens organization advocating for smart climate solutions based on the latest climate science. Napa County RCD was recognized for its leadership in soil conservation, reforestation, and carbon sequestration, helping to raise the visibility of RCDs as entities taking an active role in boots on the ground conservation.

### IERCD Speak-off Competition Featured in Orange County Register

[Inland Empire RCD was featured in the Orange County Register](#) for their speak-off competition where high-schoolers gave speeches on the topic, "How can resource conservation districts help landowners reduce the threat of fires?" The article tied in the role of RCDs as a public agency that preservation, restoration, education and outreach services. Speak-off finalists will be competing at the Annual CARCD Conference on November 16.

### Lunch and Learn on the Farm HSP Event with Yolo County RCD

[Lunch and Learn on the Farm](#) will help producers and landowners learn about opportunities to enhance their land, network with other farmers, and connect face-to-face with conservation practitioners and technical advisors. UCCE farm advisors and NRCS field staff will be in attendance to answer questions. The event is a collaboration between Yolo County RCD, CARCD, River Garden Farms, National Center for Appropriate Technology, Center for Land Based Learning, and Audubon California Working Lands Program. Join us on December 7 at the River Garden Farms in Knights Landing. The event is free— [though RSVP is required](#) — and lunch will be provided by Buckhorn Steakhouse.

*If your RCD has job openings, community events, or announcements that you would like to share with the RCD network, please e-mail me at [sara-schremmer@carcd.org](mailto:sara-schremmer@carcd.org) with the details so that we can include them in an upcoming Weekly Digest.*

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### Economists Find That Non-Profits Contribute to Better Water Quality

A new study published in the Proceedings of the National Academy of Sciences, "[Private provision of public goods by environmental groups](#)," finds that nonprofit watershed protection groups boost water quality. The authors, based at Oregon State University and Claremont McKenna College in California, say their study is the first to document a public good achieved by any category of nonprofit. The analysis combined data on water quality and watershed groups for 2,150 watersheds from 1996 to 2008. [ScienceDaily has an article](#) summarizing their findings.

### Workshop Covering Intensive, Rotational, and Holistic Grazing Methods on Small Acreage

This [workshop on alternative grazing methods](#) will include information on developing a grazing plan; rotational considerations for sheep, goats, chickens & pigs; soil health; and NRCS EQIP money and CDFA Healthy Soils Program grant support of practices. The workshop will take place at Elkhorn Slough Reserve from 9am - 2pm on Wednesday, December 12.

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## Job Announcements

**Sonoma RCD is Hiring**

Sonoma RCD is hiring for two positions. The [Program Accountant position](#) is a great opportunity for someone who enjoys complex accounting, financial analysis, and wants to work for a mission driven organization. The [Project Manager position](#) offers an exciting opportunity to apply technical, project management, and interpersonal skills to serve the communities and natural resources of Sonoma County.



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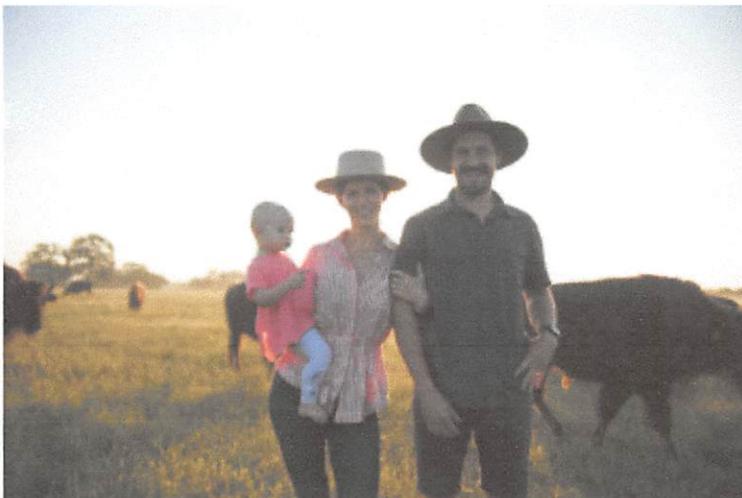


# The NACD eResource

Weekly news briefs from the National Association of Conservation Districts

## NACD ANNOUNCES LEADERSHIP LUNCHEON SPEAKERS; SOIL HEALTH PANELIST

NACD's [2019 Annual Meeting](#) is quickly approaching – make sure to [complete your registration](#) before **Friday, Dec. 14** to take advantage of early bird prices (and save an extra \$15 by [registering online](#)). From Feb. 2–6, 2019, NACD's 73rd Annual Meeting in San Antonio, Texas, will offer tours, speakers, breakout sessions, networking opportunities, symposia and more focused on the nation's natural resources and the work districts do to protect them.



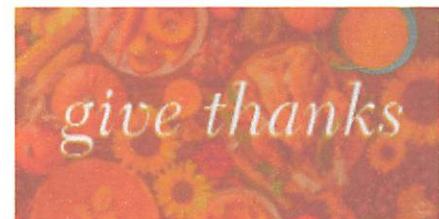
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Nov. 20, 2018

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**NACD Offices Closed  
Thursday for Thanksgiving**



NACD's offices will be closed Thursday, Nov. 22, in celebration of Thanksgiving Day. NACD is grateful for the role conservation districts play in contributing to the safest, most affordable food supply in the world. Without America's farmers and ranchers, Thanksgiving

**Katie Forrest** and **Taylor Collins** as the [keynote speakers](#) for the 2019 Annual Meeting Leadership Luncheon. Forrest and Collins are the co-founders of the Austin, Texas-based meat snack brand EPIC Provisions. EPIC created the first 100 percent grass-fed bison meat bar and emphasizes regenerative agriculture practices to restore the land and preserve the welfare of its animals. The couple also manage a regenerative field laboratory outside of Austin, ROAM Ranch, and are working to reverse the landscape's desertification and restore its soil.

NACD is also pleased to announce the addition of **Jason Weller** to the [annual meeting's speaker lineup](#). Weller is the senior director of sustainability for Land O'Lakes SUSTAIN, created in 2016 to assist farmers and agricultural retailers in making on-farm conservation decisions. Weller, the former chief of USDA's Natural Resources Conservation Service (NRCS), will participate in Tuesday morning's soil health panel during the general session alongside Soil Health Institute's CEO and President **Dr. Wayne Honeycutt** and Soil Health Partnership's Executive Director **Dr. Shefali Mehta**.



First time attending an NACD Annual Meeting? [First-timer scholarships are still available](#) thanks to meeting sponsors Agri Drain and Warner Ranch. To inquire about availability, please [contact your state association office](#).

Time is running out to [commit an item](#) to the 2019 NACD Annual Meeting's Live Auction. The deadline to pledge items is **Friday, Nov. 30, 2018**. Popular items include farming equipment, gift certificates, all-inclusive trips, outdoor experiences or locally-made crafts or goods that represent your home state or region. [Complete the online donation form](#) by Nov. 30 to ensure contributions are

and the food on our tables would not be possible.



### **NACD Seeks Pacific Region Representative**

NACD is seeking a full-time **Pacific Region Representative**, based in the Pacific Region (AK, AS, CA, FM, GU, HI, ID, MP, OR, PW, WA). The position is responsible for providing assistance to NACD's member districts and NACD Board of Directors to advance conservation development and help implement policies specific to the Pacific Region.

To apply, please send a resume, cover letter and two writing samples to the attention of NACD HR with 'Pacific Region Representative' in the subject line to [hr@nacdn.org](mailto:hr@nacdn.org) no later than **Friday, Nov. 30, 2018**, to receive priority consideration.

### **NACD Urban Agriculture Conservation Initiative Accepting RFPs**

A new round of funding is available through the NACD Urban Agriculture Conservation (UAC)

Conservation Districts Annual Meeting in Post Falls, Idaho, held Nov. 13–16.

**Immediate Past President Lee McDaniel** traveled to Kansas City, Mo., for the Farmer Veteran Coalition Conference, held Nov. 15–17, where he and Spokane Conservation District Director **Vicki Carter** (pictured above) spoke to attendees about engaging veterans with conservation districts nationwide.

From Nov. 13–15, NACD CEO **Jeremy Peters**, Director of Development **Laura Demmel** and Northern Plains Region Representative **Sunni Heikes-Knapton** attended the [Field to Market](#) Annual Meeting and the [Sustainable Agriculture Summit](#) in Denver, Colo. The NACD team engaged in strategic discussions to further continuous improvement in agricultural production based on the [FieldPrint Platform](#). This approach affirms the value of the work being done by local conservation districts in promoting stewardship practices at the local level, and NACD looks forward to seeing this work expand.

NACD Director of Government Affairs **Coleman Garrison** attended the annual meeting of the Wyoming Association of Conservation Districts held Nov. 14–16 in Evanston, Wyo. Garrison provided an update on the 2018 Farm Bill and highlighted NACD's programs, including the technical assistance grant program and conservation planning boot camp. NRCS Deputy Chief for Programs **Jimmy Bramblett** addressed meeting-goers and discussed conservation planning and NRCS' role in farm bill implementation.

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## NACD ACCEPTING DISTRICT OFFICIAL TRAINING PROGRAM RECOGNITION APPLICATIONS

NACD recognizes states that have developed and implemented a statewide district official training program through the national association's [District Official Training Program Recognition](#) (indicated in blue in the map

by a generous benefactor, up to \$100,000."

To read Perlman–Whyman's entire letter, visit the [Next Generation Leadership Campaign website](#).

---

### National Photo and Poster Contests Deadline Approaches

The deadline to submit entries for the 2018 NACD and NACD Auxiliary [poster and photo contests](#) is **Dec. 1, 2018**. Contest winners will be recognized and have their art displayed at NACD's 2019 Annual Meeting in San Antonio. For more information on competition requirements, [please visit NACD's contests webpage](#).

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### Next Tuesday is Giving Tuesday



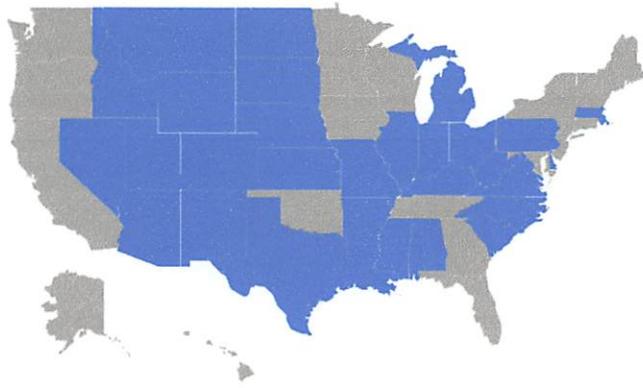
In this season of giving, be sure to donate to the [Next Generation Leadership Campaign](#) next Tuesday in celebration of Giving Tuesday.

---

### Honor State Conservation Leaders Through NACD's Hall of Distinction

Through NACD's [Hall of Distinction](#), state and territory associations can recognize current and past conservation leaders for

below).



States that meet program requirements will be recognized during the 2019 NACD Annual Meeting in San Antonio, Texas. Visit the [District Official Training Program Recognition webpage](#) for more information on how to apply. Applications may now be [submitted online](#) – submissions must be received by **Dec. 1, 2018**, to be recognized at the 2019 Annual Meeting in February. Please contact [NACD Director of Membership Kimberly Uldricks](#) with questions or to submit your state's training materials.

For states recognized previously, please take a moment to [visit the website](#) and [resubmit your state's checklist](#) or updated training materials. NACD is looking for additional feedback on any new training elements added to district official training programs, as well as feedback on how, when and to whom trainings are administered.

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## SOIL HEALTH INSTITUTE DEBUTS DOCUMENTARY ON SOIL HEALTH MOVEMENT

The [Soil Health Institute](#) (SHI) released a 60-minute soil health documentary that is now available online. The documentary explores soil and its journey through generations of degradation until today as innovative farmers and soil health experts are facing the challenge head-on to rebuild our nation's soil.

their extraordinary work to advance conservation at the national level. In making their inductions, states and territories are asked to send some information ([requirements are available here](#)) to NACD [via this online form](#). The Hall of Distinction provides states and territories with the opportunity to honor their distinguished leaders for free and amplify their work to further conservation.

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### Remember NACD During Black Friday

With Black Friday this week and Cyber Monday around the corner, don't forget to sign in through [www.smile.amazon.com](http://www.smile.amazon.com) and connect active Amazon accounts to "National Association of Conservation District," to donate shopping this year.



Be sure to check out [NACD's specially-discounted men's and women's jackets](#) from The North Face. Don't miss out – this offer is [only available for the holiday season](#).

---

**Deck the Halls When You**



This film features both rural and urban producers from across the country, varying in size and production, united in their care for the soil. NACD Soil Health Champions **Brian and Keith Berns** of Nebraska were interviewed for the documentary. The Berns explain the concept of soil biology and how farmers can manage their land to positively impact their soil's health and simultaneously increase their yields.

Visit [livingsoilfilm.com](http://livingsoilfilm.com) to stream the film online. On Dec. 5, World Soil Day, SHI will follow up the release of this film with accompanying lesson plans for both high school and college students.



## DISTRICTS FACILITATE FOREST SUCCESSION PLANNING

More than half of the nation's forestland is privately owned, but in the coming decades these acres will transition to a new generation of forest landowners, many of whom do not have the same connection with the land that their parents and grandparents have enjoyed. Will they accept the need to manage their woodlands? Will they see the value the forest provides?

## Become a Friend of NACD



### Become a Friend of NACD

this holiday season and receive a limited-edition NACD Christmas ornament. Gift someone a Friend of NACD honorarium or memorial membership, and they'll be able to claim an ornament for themselves. This offer is only available until **Dec. 25**, so become a Friend while supplies last.

### NACD Seeks Interns for Spring Semester

NACD is seeking internship applicants for the Spring 2019 session (Jan. – May) to assist the government affairs and communications staff with advancing the association's legislative agenda. For more details, including the updated internship application, visit NACD's Careers and Internships webpage. Applications for the spring term are due by **Friday, Dec. 7, 2018**.

### Arkansas Names State Envirothon Champions





According to recent data, "80 percent of family forest landowners want their land to stay intact and remain in the family. They have no intention or desire to sell their property." Yet, only a small percentage of families invest the time to talk about how to transfer ownership and maintain forest health for future benefits. This leaves our forests vulnerable to fragmentation and ultimately to a change in land use.

There is important information to pass down, like understanding timber tax laws, conservation easement options, the value of having a forest management plan, available cost-share programs, and knowing local forestry professionals who can help with management. Perhaps most importantly, there is a need to share the benefits a forest provides, not only for the family but for the communities and wildlife that rely on it.

Forest succession planning involves a series of steps, often facilitated by a qualified professional armed with resources to address each step in the process. The most important step is the first step – initiating the conversation.

[Read more on NACD's blog](#) about how conservation districts in Oregon, New Hampshire, Michigan, Virginia and Pennsylvania approach succession planning. There, you'll also find a blog entitled "[10 Steps to Succession Planning](#)" to help you and your district create a plan to move forward.

On Monday, Nov. 19, the statewide Arkansas Envirothon Competition was held at the University of Arkansas campus in Fayetteville. The **Scranton High School** team from Logan County, Ark., was named the winner of the competition and will advance to the international 2019 NCF-Envirothon competition in North Carolina in July.



#### **NACD Events Calendar**

Check [NACD's website](#) for additional details regarding meetings listed below. Does your district or state association have an upcoming tree sale, state meeting or job vacancy? **Let us know!**

- NACD 2019 Annual Meeting Sponsorship Deadline – Dec. 30
- NACD North Central Region Meeting – Jan. 7 – 8
- NACD 2019 Annual Meeting Online Registration Deadline – Jan. 11
- NACD 2019 Annual Meeting – Feb. 2 – 6

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[www.nacdnet.org](http://www.nacdnet.org)

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From Karen Buhr <carcd@memberclicks-mail.net>  
Sender <carcd@memberclicks-mail.net>  
<manager@teamrcd.org>  
Reply-To <karen-buhr@carcd.org>  
Date 2018-11-21 15:13



CALIFORNIA ASSOCIATION OF  
**RESOURCE**  
CONSERVATION DISTRICTS

Dear RCD Family,

In the spirit of giving thanks, I am continually thankful for the amazing work that each and every one of you do on behalf of your community, conservation, and agriculture. Your work is the backbone of a healthy, resilient California that bridges divides and brings us all together as community. Thank you for putting your time, effort, and passion into making California a better place for all of us to live.

Thanks also to everyone who was able to make the conference last week. It was great to see all of you, engage and share good food, community, discussion, and clean air.

To everyone, thanks for being part of the RCD family. What we do is work of heart, dedication, and hard work. Its great to be part of a community of people who are so dedicated and just get it. Thanks for the kinship.

On this holiday, I am thankful for each of you, for health and safety, and for the opportunity to do good in the world. We have a big road ahead of us, I hope we all have an opportunity to rest, recharge, and get ready for the upcoming year.

Have a wonderful Thanksgiving!

Karen Buhr  
Executive Director



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Subject **CARCD Weekly Digest, November 19 - 23**  
From Sara Schremmer <carcd@memberclicks-mail.net>  
Sender <carcd@memberclicks-mail.net>  
<manager@teamrcd.org>  
Reply-To <sara-schremmer@carcd.org>  
Date 2018-11-23 10:47



CALIFORNIA ASSOCIATION OF  
**RESOURCE**  
CONSERVATION DISTRICTS

Dear Colleagues,

In service to all RCDs throughout the state, the CARCD team is always on the lookout for events, news, funding opportunities, and any other resources that could be relevant to the important work that you do in your communities. Please see below for this week's digest of announcements.

If you have questions about any of the content listed below, please don't hesitate to contact us.

Thank you and Happy Friday!

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## In This Issue:

1. [CARCD Updates](#)
  2. [Funding Opportunities](#)
  3. [Advocacy & Legislation](#)
  4. [RCD News](#)
  5. [Conservation Announcements](#)
  6. [Job Announcements](#)
-

## CARCD Updates

### Communications Academy Registration Extended

Is your RCD the best kept secret in your community? In partnership with Solid Ground Consulting and funded by the Bechtel Foundation, we have developed the [RCD Communications Academy](#) to address this challenge, keeping your interests and needs in mind. This free capacity building course is designed exclusively for RCD staff and directors and includes simple tools and straight-forward activities in combination with six engaging webinar sessions that you can engage in from the comfort of your office or home. Please [register using this form](#) in order to participate in this free training.

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## Funding Opportunities

### Webinar on "Funding Opportunities for Environmental Work in the Sierra"

The California Watershed Network will be hosting a free webinar on "Funding Opportunities for Environmental Work in the Sierra." The webinar will be hosted in collaboration with Sierra CAMP, California Watershed Network, and Sierra Nevada Conservancy to inform participants about available grants for environmental work in the Sierra and how to work with newly elected officials to help bring more funding to our region. [Use this zoom link to sign up](#) and pass along to any other partners who might benefit.

### NACD Urban Agriculture Conservation Initiative

NACD has a new agreement with NRCS to provide another [NACD Urban Agriculture Conservation Initiative](#), providing for grants to 18-20 conservation districts. The Urban and Community Resource Policy Group (RPG) is providing guidance for this third round of projects. NACD staff worked with NRCS to get the plan of work, criteria, and timelines finalized. The application deadline will be December 31. You can find the webinar recording for "NACD Urban Agriculture Conservation Grant Initiative" under the FY2019 drop-down [in the NACD webinar library](#).

### NACD Technical Assistance Grants

NACD will be providing a [second round of Technical Assistance Grants](#) to conservation districts, state associations, state agencies, and RCDs to carry out specific assistance for three programs: Conservation Stewardship Program (CSP), Environmental Quality Incentives Program (EQIP) and Conservation Technical Assistance (CTA). As with the first round of grants, state and territory partner leaders will be asked to coordinate and provide priority applications. NACD staff are working with NRCS to develop final details, and an announcement on eligibility and procedures to apply is planned by the end of 2018.

### Webinar for USFS Wood Innovations Grant

The US Forest Service's Region 5 will be [hosting a webinar](#) on November 27, 10 - 11am to discuss the 2019 Wood Innovations Grant [Request for Proposal](#) for applicants in California, Hawai'i, the U.S. Affiliated Pacific Island Territories, and any other interested parties. The [Wood Innovations Grant](#) funding supports traditional wood utilization projects, expands wood energy markets, and promotes using wood as a construction material in commercial buildings. It is part of the effort to address nationwide challenge of disposing of hazardous fuels and

other wood residues from the National Forest System and other forest lands in a manner that supports wood products and wood energy markets.

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## Advocacy & Legislation

### MATCH CHALLENGE from Inland Empire RCD

CARCD contracts with Conservation Strategy Group (CSG) to advocate for funding both directly to RCDs (through DOC) and through grant programs to our partners like the conservancies, CAL FIRE, CDFW, DWR and others; make agency partners aware of RCDs to bring in contracts and make it easier for you to do your work; and solve problems that keep you from being able to do your job. CARCD pays for a large portion of the contract directly out of our budget, but we also need RCDs to contribute in order for our partnership with CSG to be sustainable. If we do not receive enough RCD contributions this year to cover our contract, we will have to put our work with CSG on hold – which would be a very difficult decision to make after building so much forward momentum this past year. **The Inland Empire RCD has offered to match \$20,000 toward CARCD operations this year to free up space in our budget so that we can fund CSG work on behalf of the RCDs. So please consider a donation of any amount and that amount will be matched by Inland Empire RCD.** Additional information about the [amazing work that CSG does on behalf of RCDs can be found here](#).

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## RCD News

### Napa RCD Hosting RCD Storytelling Training

Thanks to funding from DOC, Napa RCD will be hosting a free Storytelling Training for RCDs. The training will be conducted by Solid Ground, and will be closely coordinated with other CARCD-led communications efforts. Join them on Tuesday, January 29, from 9am to 4pm in Napa. Email Frances with any questions at [frances@naparcd.org](mailto:frances@naparcd.org) and [register at a later date with this MemberClicks link](#). More details to follow in December.

### RCD of Monterey County Recognized by Invasive Plant Council

RCDMC was recognized as the 'Wildland Stewardship Organization of the Year' at the [California Invasive Plant Council \(Cal-IPC\) 2018 Symposium awards ceremony](#) in Monterey. Each year, Cal-IPC honors members who have shown exceptional dedication and creativity in protecting California's wildlands from invasive plants. The award celebrates the work RCDMC has been doing with partners and landowners on the Salinas River since 2014 to control invasive weeds including arundo and enhance wildlife habitat and flood control. They were acknowledged for their Salinas River Arundo Control Program work.

### Video and Article Featuring Cachuma RCD and Carbon Farming Partners

Carbon Cycle Institute and the Community Environmental Council (CEC) shared two pieces featuring the work of Cachuma RCD and other carbon farming partners. The first is [an article about a recent field day](#) CEC conducted at the Chamberlin Ranch, attending by about 40 landowners, as well as folks from the County Ag Commission, soil scientists, etc. The second is [a video about carbon farming work](#) on the Central Coast, produced as part of series on

people and projects that are supporting the goals of the Santa Barbara County Food Action Plan.

## Nevada and Placer County RCDs Sediment and Erosion Control Plan Workshop

This workshop will go over the Sediment and erosion control (SECP) course, exam, and self-certification for compliance with the Irrigated Lands Regulatory Program. This session is also a great overview of soil science and how to implement sediment and erosion control on your property or farm/ranch. There will be an optional session from 1 - 2pm covering an update on ILRP Regulation with Program Experts, and opportunity for questions and answers. It will take place on December 11 from 10am - 2pm at the Mount Vernon Guild Hall in Auburn. The workshop fee is \$10 in advance or \$15 at the door. Please [use this Eventbrite link register](#) in advance. For more information contact Katie at [katie@placercountyrcd.org](mailto:katie@placercountyrcd.org) or 530-217-6259.

*If your RCD has job openings, community events, or announcements that you would like to share with the RCD network, please e-mail me at [sara-schremmer@carcd.org](mailto:sara-schremmer@carcd.org) with the details so that we can include them in an upcoming Weekly Digest.*

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## Conservation Announcements

### **\*\*Due Today 11/23\*\* Forest Health Watershed Coordinator Guidelines Accepting Public Comment**

The Department of Conservation posted [the draft Forest Health Watershed Coordinator Guidelines](#) for public comment. They will be accepting comments through November 23 with the intention of posting final guidelines and the RFP on November 30. This program funds watershed coordinator positions to develop and implement watershed improvement plans consistent with the Forest Carbon Plan and Executive Order B-52-18. Watershed coordinators will facilitate watershed-scale collaborations, promote integrated watershed management efforts, and support local implementation activities to restore resilience to forestlands. Find [the full announcement on their website](#).

### **'How-to' Webinar for Business for Water Stewardship Project Bank**

Business for Water Stewardship Project Bank (BWS Project Bank) serves organizations who are planning, designing, or implementing on-the-ground restoration projects that will restore river flows and/or recharge ground water. Developed in response to growing business interest in projects that restore river flows and recharge ground water, the BWS Project Bank connects conservation organizations to businesses seeking opportunities to support environmental water stewardship. Where there is a match between corporate water stewardship goals and restoration projects, the companies may elect to support those efforts. The ["How to Submit Your Project for Funding" webinar](#) will provide an overview of the BWS Project Bank and how to get involved. Join on Thursday, November 29, from 11am - 12 noon.

### **CDFA Accepting Applications for Additional Technical Assistance Grants for Climate Smart Agriculture Programs**

The California Department of Food and Agriculture (CDFA) is making [a second solicitation for technical assistance grants](#) to support its Climate Smart Agriculture activities. CDFA is now accepting grant applications from

organizations that can provide technical assistance to applicants for the state's Climate Smart Agriculture incentive programs, which include the State Water Efficiency and Enhancement Program (SWEET), the Healthy Soils Program (HSP), and the Alternative Manure Management Program (AMMP). Each organization can receive up to \$60,000, depending on number of programs and funding cycles for which services are provided. Applications must be submitted by email to [cdfa.oefi@cdfa.ca.gov](mailto:cdfa.oefi@cdfa.ca.gov) by November 30.

## Free 60-Minute Documentary Released by Soil Health Institute

The Soil Health Institute released [Living Soil, a 60-minute documentary about soil health](#) featuring innovative farmers and soil health experts from throughout the U.S. The film is freely available to download and stream. Accompanying lesson plans for college and high school students will be available on World Soil Day on December 5th. A [link to the full press release](#) can be found here.

## NACD Conservation Planning Bootcamp

NACD is accepting applications for seven [Conservation Planning Bootcamp](#) sessions. The deadline for applications to the first session is February 5. Expenses to attend will be reimbursed. Please consider this opportunity and take steps now to ensure employee eligibility. The details of scheduling, prerequisites to attend, and application information is on the NACD's Conservation Planning Bootcamp page. If you have questions, please contact your NACD Regional Representative or NACD CEO Jeremy Peters at [jeremy-peters@nacdnet.org](mailto:jeremy-peters@nacdnet.org).

---

## Job Announcements

### Sonoma RCD is Hiring

Sonoma RCD is hiring for two positions. The [Program Accountant position](#) is a great opportunity for someone who enjoys complex accounting, financial analysis, and wants to work for a mission driven organization. The [Project Manager position](#) offers an exciting opportunity to apply technical, project management, and interpersonal skills to serve the communities and natural resources of Sonoma County.



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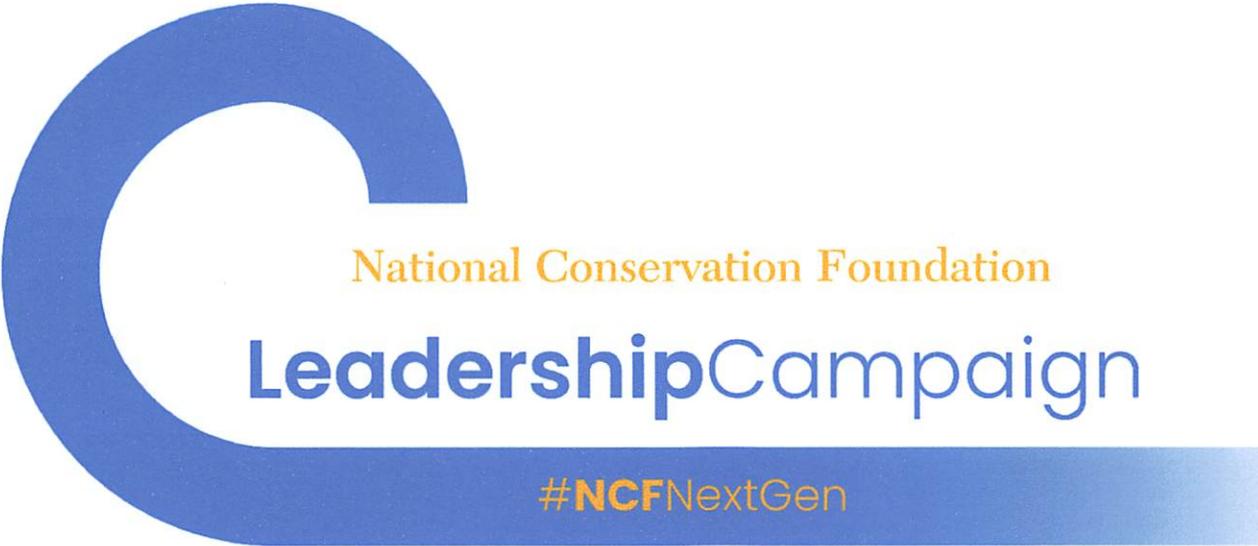
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Subject **This Giving Tuesday, Donate to NCF's Next Generation Leadership Campaign**  
From LeAnn Buck <ncfnextgen@nacdn.net.org>  
Sender LeAnn Buck <ncfnextgen@nacdn.net.org>  
Temecula-Elsinore- Anza-Murrieta RCD <manager@teamrkd.org>  
Date 2018-11-27 08:23



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## National Conservation Foundation Leadership Campaign

#NCFNextGen

Dear Fellow Conservationists,

This Giving Tuesday, I urge you to give to the National Conservation Foundation (NCF)'s [Next Generation Leadership Campaign](#). As the executive director of the Minnesota Association of Soil and Water Conservation Districts (MASWCD) since 1998, I've experienced firsthand the importance of equipping leaders within our districts.

Over the years, we've experienced great success through the [MASWCD Leadership Institute](#). Through a 12-month leadership program for district officials, employees and partners, we are not only investing in our members but are providing them with the necessary skills and leadership tools to advance the district mission. I am so impressed when I see alumni from our institute in Minnesota carry themselves and their entities into new levels of leadership. These leaders execute a vision for their district and the association with ethics and collaboration in mind at local, state and national levels.

I wish the same level of success for the NCF's leadership program, which will be launched in San Antonio, Texas, during [NACD's Annual Meeting](#) Feb. 2-6, 2019. This program will provide energy to allow the conservation district movement to transition into the future.

Again, I encourage you to [donate to the Next Generation Leadership Campaign](#) this Giving Tuesday to invest in the future of conservation.

Sincerely,

LeAnn Buck

Executive Director

Minnesota Association of Soil and Water Conservation Districts

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



Subject **Support Conservation in California**  
From Karen Buhr <carcd@memberclicks-mail.net>  
Sender <carcd@memberclicks-mail.net>  
To <manager@teamrcd.org>  
Reply-To <karen-buhr@carcd.org>  
Date 2018-11-27 11:06



CALIFORNIA ASSOCIATION OF  
**RESOURCE**  
CONSERVATION DISTRICTS

## Support a resilient California

### **This #GivingTuesday Support conservation in California**

Join the California Association of Resource Conservation Districts (CARCD) today in celebrating #GivingTuesday and the international movement supporting generosity. We know there are many organizations reaching out to you for support this time of year. As you consider your year-end giving, please remember the importance of local conservation, fire safety, forest health, clean water, strong communities, vibrant agriculture, and the multitude of environmental issues that CARCD and local RCDs address and make your tax-deductible contribution this #GivingTuesday.

Thank you for your support and for partnering with CARCD today and in the future. We are committed to a strong, healthy, resilient California.

**[Donate Today](#)**

### **What is #GivingTuesday?**

We have a day for giving thanks. We have two for getting deals. Now, we have #GivingTuesday, a global day dedicated to giving back. On Tuesday, November 27, charities, families, businesses, community centers, and

students around the world will come together for one common purpose: to celebrate generosity and to give.  
Please join us!



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From NACD <nacdnews@nacdn.net.org>  
Sender NACD <nacdnews@nacdn.net.org>  
To Temecula-Elsinore- Anza-Murrieta RCD <manager@teamrkd.org>  
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Tell Friend



National Association of  
Conservation Districts

Good afternoon NACD members and partners,

NACD is excited to release the fall edition of *The Resource*. This web-based edition includes letters from NACD President Brent Van Dyke and CEO Jeremy Peters, region meeting recaps from across the country, 2019 Annual Meeting updates and more. Readers will also find information on the Next Generation Leadership Campaign and how to donate.

This year's fall edition focuses on a variety of initiatives and projects NACD has in the works and explores the takeaways and lessons learned the national association has experienced this year. This edition also includes an engagement piece focused on the necessity of digital communications for nonprofit organizations and how members can help push the ball forward. As NACD continues to grow, our team is committed to exploring new, innovative ways to best serve membership.

Fall  
2018

# *The* RESOURCE



National Association of  
Conservation Districts

Read the latest edition by [clicking here](#), or [browse past editions on our website](#). If you have any questions or comments about this issue, or ideas for the next edition, please let us know. If you need help printing this issue, please contact [sara-kangas@nadcnet.org](mailto:sara-kangas@nadcnet.org).

Lastly, be sure to subscribe to [all NACD publications](#), download the free

NACD mobile app, and follow us on social media to stay up to date on all the latest happenings from NACD.

Sincerely,

Your NACD Team

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Sender NACD News <nacdnews@nacdn.net.org>  
Date Temecula-Elsinore- Anza-Murrieta RCD <manager@teamrcd.org>  
2018-11-27 15:14



# The NACD eResource

Weekly news briefs from the National Association of Conservation Districts

## NACD RELEASES FALL PUBLICATION

NACD is excited to release the [fall edition of The Resource](#). This web-based edition includes letters from NACD President **Brent Van Dyke** and CEO **Jeremy Peters**, region meeting recaps from across the country, 2019 Annual Meeting updates and more. Readers will also find information on the [Next Generation Leadership Campaign](#) and how to donate.

Nov. 27, 2018

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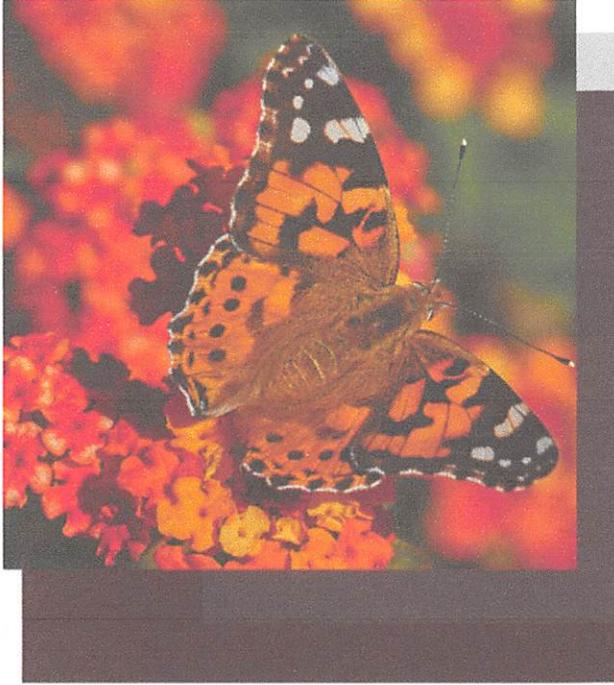
### NACD Welcomes New Envirothon Program Manager



On Nov. 26, NACD welcomed National Conservation Foundation (NCF) Envirothon Program

Fall  
2018

# The RESOURCE



This year's fall edition focuses on a variety of initiatives and projects NACD has in the works and explores the takeaways and lessons learned the national association has experienced this year. This edition also includes an engagement piece focused on the necessity of digital communications for nonprofit organizations and how members can help push the ball forward. As NACD continues to grow, our team is committed to exploring new, innovative ways to best serve membership.

Read the latest edition by [clicking here](#), or [browse past editions on our website](#). If you have any questions or comments about this issue, or ideas for the next edition, please let us know. If you need help printing this issue, please contact [sara-kangas@nadnet.org](mailto:sara-kangas@nadnet.org).

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**DONATE TO THE NCF NEXT  
GENERATION LEADERSHIP  
CAMPAIGN**

Manager **Jennifer Brooks** to the team. Brooks was born and raised on her family's tobacco farm in Granville County, N.C., before attending North Carolina State University for a bachelor's degree in animal science and a master's degree in extension education.

Brooks spent the last 14 years working at the district level, first as a river basin technician with the Granville Soil and Water Conservation District (SWCD), then with the Durham SWCD as the natural resources coordinator and later as education coordinator. As the district's education coordinator, she worked extensively with the NCF-Envirothon program, coordinating and training teams for North Carolina's middle school and high school division competitions. She served on the North Carolina Envirothon operating committee as the PR/Communications chair and was on the 2019 Core Committee planning for the 2019 NCF-Envirothon to be held next summer in Raleigh, N.C.

Brooks lives on the family farm with her cat, four dogs, farm animals and human family. Welcome her to the NACD team at [jennifer-brooks@nacdnnet.org](mailto:jennifer-brooks@nacdnnet.org).

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On this Giving Tuesday, **LeAnn Buck**, executive director for the Minnesota Association of Soil and Water Conservation Districts (MASWCD), [sent a letter](#) urging conservation leaders to invest in the next generation by donating to the [Next Generation Leadership Campaign](#).

"This Giving Tuesday, I urge you to give to the [Next Generation Leadership Campaign](#)," **Buck said**. "As the executive director of the Minnesota Association of Soil and Water Conservation Districts since 1998, I've experienced firsthand the importance of equipping leaders within our districts."

"Over the years, we've experienced great success through the [MASWCD Leadership Institute](#)," **Buck said**. "I am so impressed when I see alumni from our institute in Minnesota carry themselves and their entities into new levels of leadership. These leaders execute a vision for their district and the association with ethics and collaboration in mind at the local, state and national levels."

## DID YOU KNOW?



Interesting Facts & Anecdotes  
from your District Operations and Member Services Committee

## DID YOU KNOW? DISTRICTS ARE CREATED THROUGH ENABLING LAWS

*Ever wonder why conservation districts in Nebraska are referred to as natural resource districts, while in Iowa they are referred to as soil and water conservation districts?*

A white sign with a green top edge and the text "We're Hiring!" in a bold, black, sans-serif font.

### NACD Seeks Pacific Region Representative

NACD is seeking a full-time **Pacific Region Representative**, based in the Pacific Region (AK, AS, CA, FM, GU, HI, ID, MP, OR, PW, WA). The position is responsible for providing assistance to NACD's member districts and NACD Board of Directors to advance conservation development and help implement policies specific to the Pacific Region.

To apply, please send a resume, cover letter and two writing samples to the attention of NACD HR with 'Pacific Region Representative' in the subject line to [hr@nacdnet.org](mailto:hr@nacdnet.org) no later than **Friday, Nov. 30, 2018**, to receive priority consideration.

### NACD Annual District Survey Closing Soon

On Oct. 3, NACD emailed every conservation district with a link to complete the survey, which takes about 30 minutes to complete. Only one completed survey will be accepted per district, so district board of

In the mid 1930's, the USDA Soil Conservation Service focused on large demonstration projects that demonstrated how soil erosion could be controlled. While these demonstrations were successful and well-received among farmers, practices were not being utilized on private lands. Some found the practices too costly or technical, while others had a general mistrust in the government. The concept of a local conservation district grew as the solution in getting more conservation on the ground. These districts would provide the needed support to private landowners and bridge the gap between the federal government and local landowners.

In 1937, President Roosevelt sent [A Standard State Soil Conservation Districts Law](#) to each of the states' governors, encouraging them to approve legislation to establish districts specifically for conservation of soil and water resources. Arkansas became the first state to enact enabling legislation with all 50 states, Puerto Rico and the Virgin Islands following suit by 1947.

While many states opted to follow the outline provided by the [Standard State Soil Conservation Districts Law](#), many made adjustments or eliminated provisions. As a result, each state has a unique enabling law, including whether a conservation district is referred to as a soil and water conservation district, conservation district, resource conservation district, natural resource district or other variation.

For more information, [visit NACD's website](#) to find your state or territory's enabling legislation and to read the Preparation of the Standard State Soil Conservation District Law guide.

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directors should complete the survey together. Completed surveys must be submitted by **Monday, Dec. 3.**

Every conservation district that completes the survey will be entered into a drawing for a free registration to attend NACD's 2019 Annual Meeting. Didn't receive a survey email? Please email [membership@nacdn.org](mailto:membership@nacdn.org).

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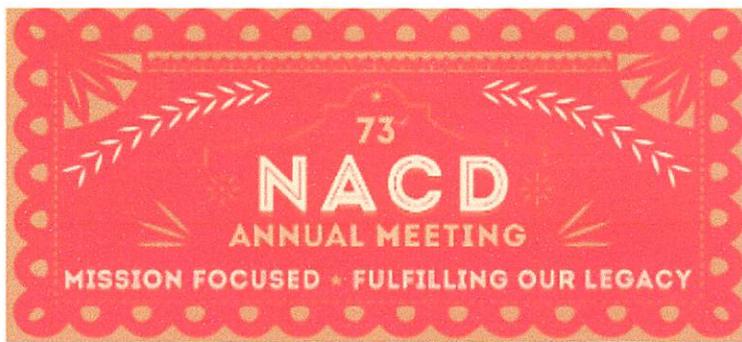
### **NACD Urban Agriculture Conservation Initiative Accepting RFPs**

A new round of funding is available through the NACD Urban Agriculture Conservation (UAC) Initiative. NACD expects to fund UAC technical assistance for around 18 conservation districts for a one-year project. The Request for Proposals is now posted on [NACD's urban and community webpage](#), along with project descriptions for past urban grant recipients and an archived webinar detailing the funding announcement.

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### **LAST CALL: National Photo and Poster Contests Submissions**

The deadline to submit entries for the 2018 NACD and NACD Auxiliary [poster and photo contests](#) is **Dec. 1, 2018**. Contest winners will be recognized and have their art displayed at NACD's 2019 Annual



## LAST WEEK TO SUBMIT AUCTION ITEMS

The deadline to [commit an item](#) to the 2019 NACD Annual Meeting's Live Auction is **this Friday, Nov. 30, 2018**. Popular items include farming equipment, gift certificates, all-inclusive trips, outdoor experiences or locally-made crafts or goods that represent your home state or region.



[Complete the online donation form](#) by Nov. 30 to ensure contributions are included on [NACD's auction webpage](#) and promotional materials. NACD's Live Auction, featuring crowd-favorite auctioneer **Johnny Regula**, will be held the evening of Monday, Feb. 4, 2019.

Items already committed to the auction include a two-day pheasant hunt in Kansas at Spillman Creek Heritage Farm and Hunting Lodge. The hunt includes a six-bird limit each day for two hunters, with three nights' lodging and meals. The winning bidder will be guided by none other than Kansas Association of Conservation Districts' Executive Director **Dan Meyerhoff**.

Meeting in San Antonio. For more information on competition requirements, [please visit NACD's contests webpage](#).

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### Remember NACD During Cyber Week

This holiday shopping season, don't forget to sign in through [www.smile.amazon.com](http://www.smile.amazon.com) and connect active Amazon accounts to "National Association of Conservation District," to donate while shopping this year.



Be sure to check out [NACD's specially-discounted men's and women's jackets](#) from The North Face. Don't miss out – this offer is [only available for the holiday season](#).

While online, remember to [become a Friend of NACD](#) or gift someone a membership. In addition to Friends of NACD benefits, new members who sign up before the end of the year will receive a limited-edition NACD ornament while supplies last.

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**NACD Seeks Interns for**



The Association of Florida Conservation Districts has donated three baskets including fresh citrus and citrus candies and jellies to bring some sunshine to the Lone Star State. Bring some of Florida's finest home with you by bidding on these baskets, containing Florida's finest naval oranges, ruby red grapefruit and more.



Eyeing a Valentine's Day present? Consider the Henry Golden Boy, a masterpiece of fine, crafted gunsmithing. The Golden Boy rifle's 20-inch octagonal barrel, American walnut stock, brass buttplate and gleaming Brasslite receiver will transport you back to the days of America's Old West.

NACD is adding listings to the [2019 auction webpage](#) regularly, so be sure to check back for updates on the latest handcrafted jewelry, wood and leather work, outdoor and farming equipment to join the lineup.

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## NACD EXECUTIVE BOARD IN NATION'S CAPITAL

NACD's executive board is meeting in

### Spring Semester

NACD is seeking internship applicants for the Spring 2019 session (Jan. - May) to assist the government affairs and communications staff with advancing the association's legislative agenda. For more details, including the updated internship application, [visit NACD's Careers and Internships webpage](#). Applications for the spring term are due by **Friday, Dec. 7, 2018**.

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### Upcoming Webinar Focuses on Engaging Female Landowners

The Sustaining Family Forests Initiative is hosting a webinar on Thursday, Dec. 6, at 2 p.m. EDT. The webinar, entitled "[Making a lasting impression: Lessons from long-running women's landowner programs](#)," highlights the work of the Arkansas' Women Owning Woodlands (WOW) Program and Oregon WOWNet in successfully engaging female landowners. **Dr. Tamara Walkingstick** and **Tiffany Hopkins** will share their experiences with building institutional support within the university extension system and the importance of fostering the understanding that women-focused landowner programs have positive impacts that extend far beyond acreage. [Register for free online](#).

Washington, D.C., this week for their annual executive board retreat, including incoming executive board members **Linda Brownson** (Northeast Region) and **Gary Blair** (Southeast Region). **Jim Berlier** from New Mexico assumed Gary Moyer's role as the Southwest Region Executive Board Member following Moyer's election to local office in November.

Executive board members will have the opportunity to hear from NACD officers and staff on updates and initiatives before visiting with representatives on Capitol Hill and officials at the United States Department of Agriculture (USDA).



Today, USDA Natural Resources Conservation Service (NRCS) **Acting Chief Leonard Jordan** and USDA-NRCS Caribbean Area Director **Edwin Almodovar** addressed the executive board and discussed expanding capacity and strengthening partnerships on the local, state and national level.

Join NACD **Wednesday, Nov. 28, from 6:00–8:00 p.m.** at the Phoenix Park Hotel for the national association's Holiday Reception. Brownson and Blair, along with **Tom Wehri** (Pacific Region), will be sworn in during the 2019 Annual Meeting in San Antonio, Texas.

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### **Register for the 2018 All-Bay Agriculture Network Forum**

On Dec. 3, the National Fish and Wildlife Foundation is hosting a free forum in Lancaster, Pa., to bring together agricultural stakeholders from across the Chesapeake Bay watershed. Space is limited, so **be sure to register** for the 2018 All-Bay Agriculture Network Forum soon.



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### **NACD Events Calendar**

Check **NACD's website** for additional details regarding meetings listed below. Does your district or state association have an upcoming tree sale, state meeting or job vacancy? **Let us know!**

- NACD 2019 Annual Meeting Sponsorship Deadline – Dec. 30
- NACD North Central Region Meeting – Jan. 7 – 8
- NACD 2019 Annual Meeting Online Registration Deadline – Jan. 11
- NACD 2019 Annual

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[www.nacdnet.org](http://www.nacdnet.org)

NACD | 509 Capitol Court NE | Washington, DC 20002 | (202) 547-6223  
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[Click here](#) to manage your profile.

This email was sent to manager@teamrcd.org. If you are having trouble viewing this email, you may [also view it online](#). To opt out of all communications, [click here](#).

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Subject **Watershed Friendly Gift-Giving**  
From Riverside County Flood Control District <rcwatershed@gmail.com>  
To <manager@teamrcd.org>  
Reply-To <rcwatershed@gmail.com>  
Date 2018-12-04 10:20



Vol. 2 No. 12 -- December 2018



## Bringing Riverside County residents watershed news and updates!

### Recycle - Reuse - Regift Bag!

Gift bags and wrapping paper contribute almost 4 million tons of waste each year. Want to learn how to do your part to reduce waste? Unwrap this link for 3 ways to have an watershed friendly holiday season!

[Read more](#)



### Baby, It's Cold Outside

The rain and cold have come and that means that winter is finally upon us. That means less worry about water usage, right? Wrong! Water conservation is just as important during cold days as it is on hot days. Learn how to manage lawn maintenance this season.

[Read more](#)



### Some Like it Hot

Take a day trip to the desert this winter to experience the unique natural hot water aquifer of the Coachella Valley in the aptly named town of Desert Hot Springs.

[Read more](#)



STAY CONNECTED



Riverside County Flood Control District | 1995 Market Street, Riverside, CA 92501

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**ACTION ITEMS**

**DISCUSSION CALENDAR**

# OLD BUSINESS

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE  
TEMECULA-ELSinORE-ANZA-MURRIETA RESOURCE CONSERVATION  
DISTRICT AND THE SANTA ANA WATERSHED ASSOCIATION**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 1st day of November 2018, by and between the Temecula-Elsinore-Anza-Murrieta Resource Conservation District, a governmental special district organized under the laws of the State of California with its mailing address at P.O. Box 2078, Temecula, California 92593 ("RCD") and **Santa Ana Watershed Association**, a 501(c)(3) nonprofit organization with its principal place of business at 1835 Chicago Ave, Riverside California 92507 ("Consultant" or "SAWA"). RCD and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

**2. RECITALS.**

2.1 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by RCD on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional consultant, experienced in providing flood control channel maintenance and restoration services (the "Services") to public clients, is licensed in the State of California, and is familiar with the plans of RCD.

2.2 Project. RCD desires to engage Consultant to render such Services for the Riverside County Flood Control and Water Conservation District Contractor Services Agreement ("Project") as set forth herein.

**3. TERMS.**

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to RCD all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the Services necessary for the Project. The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. Services shall include, but not be limited to, any duties and responsibilities assigned by the RCD President. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.1.1 SAWA will hire fulltime and part-time SAWA staff to carry out the Services for RCD as further identified and described in the Scope of Work, Exhibit "A," during the term of this Agreement ("SAWA Staff"). The SAWA Staff to be assigned to the RCD will be identified or approved by the President (also referenced as "RCD liaison"). The SAWA Staff assigned to the RCD will remain employees of SAWA only, and the RCD and/or any other individual, entity, or agency that participates in, or assists with, the Project will not be

considered a joint employer of the SAWA staff, and will not have any supervisory powers or duties in relation to the SAWA Staff.

3.1.1.2 In addition, a supervisory position ("Supervisor") is hereby created to oversee any SAWA Staff that is assigned to the RCD for the Project. The Supervisor shall be a SAWA employee only. However, RCD will prioritize the activities to be provided under this Agreement. The Supervisor will have supervisory powers, duties, and responsibilities over the SAWA Staff that perform Services for RCD under this contract, including the power to discipline subordinate employees. However, upon the written request of the RCD, the Supervisor shall promptly address any concerns regarding SAWA's performance regarding the scope of work.

3.1.2 Scope of Services Limitations. Since RCD is a "Designating Agency" as defined in SAWA By-Laws, Section 300(D), SAWA shall first obtain written approval from the director designated by the Designating Agency prior to implementing any project, program or work within the jurisdiction or boundaries of that Designating Agency in accordance with Section 403 of SAWA's By-Laws.

3.1.3 Term. The term of this Agreement shall commence on the date the Agreement is executed and shall terminate at midnight on June 30, 2019 and may be renewed by RCD's President of the Board annually for up to four (4) years if mutually agreed upon by both parties by way of written correspondence mutually acceptable to both parties.

### 3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. RCD retains Consultant on an independent contractor basis and Consultant is not an employee of RCD. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall not be employees of RCD and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance. The SAWA Staff subcontracted to the RCD will remain employees of SAWA only, and the RCD, any other individual, entity, or agency, or any combination of these entities, that participates in, or assists with, the Project will not be considered a joint employer of the SAWA staff, and will not have any supervisory powers or duties in relation to the SAWA staff.

3.2.2 Schedule of Services. Consultant shall provide the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical expertise and personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the

schedule, RCD shall respond to Consultant's submittals in a timely manner. Upon request of RCD, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of RCD.

3.2.4 RCD's Representatives. RCD hereby designates its President, or his or her designee, to act as its representative for the performance of this Agreement. All invoices for Consultant shall be submitted to the President. The President shall be responsible for directing Consultant's activities pursuant to this Agreement. The President shall have the power to act on behalf of RCD for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than the President or her designee.

3.2.5 Substitution of Key Personnel. Consultant has represented to RCD that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of RCD. In the event that RCD and Consultant cannot agree as to the substitution of key personnel, RCD shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.5.1 of this Agreement. The key personnel for performance of this Agreement are as follows: **Rose Corona, President.**

3.2.6 Consultant's Representative. Consultant hereby designates its Executive Director, or his or her designee, to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Consultant shall work closely and cooperate fully with RCD's Representative and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the RCD staff at all reasonable times.

3.2.7 Coordination of Services. Consultant agrees to work closely with RCD staff in the performance of Services and shall be available to RCD's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant

shall perform, at its own cost and expense and without reimbursement from RCD, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein and shall be fully responsible to RCD for all damages and other liabilities arising from the Consultant's errors and omissions. Any employee of the Consultant or its sub-consultants who is determined by RCD to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to RCD, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for any of Consultant's violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to RCD, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold RCD, its officials, directors, officers, employees, consultants, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

#### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence operations until RCD has been furnished with original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other Exhibits as required in this Section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage **set forth below:**

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

(B) Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury,

and cross liability coverage, covering claims which may arise from or out of Consultant's performance of its obligations hereunder. Policy shall name RCD, the Riverside County Flood Control and Water Conservation District ("District"), the County of Riverside ("County"), and their respective agencies, districts, special districts, and departments, and their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents and representatives as additional insureds. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(C) Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Consultant shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name RCD, District, County, and their respective agencies, districts, special districts, and departments, and their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents and representatives as additional insureds.

3.2.10.3 General Insurance Provisions – All Lines. The insurance policies shall meet or contain the following provisions, or Consultant shall provide endorsements to add provisions to the insurance policies to meet the following requirements:

(A) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. Best rating of not less than an A:VIII (A:8) unless such requirements are waived, in writing, by the RCD. If the RCD waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one (1) policy term.

(B) Consultant must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of RCD before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to RCD and at the election of the RCD, Consultant's carriers shall either 1) reduce or eliminate such self-insured retention with respect to this Agreement with RCD; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

(C) Consultant shall cause their insurance carrier(s) to furnish RCD with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by RCD, provide original certified copies of policies including all endorsements and all Exhibits thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to RCD prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If Consultant's insurance carrier(s) policies do not meet the minimum notice requirement found herein,

Consultant shall cause Consultant's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless RCD receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and Exhibits thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

(D) It is understood and agreed by the parties hereto that Consultant's insurance shall be construed as primary insurance and the insurance and/or deductibles and/or self-insured retentions or self-insured programs of the additional insured parties listed herein shall not be construed as contributory.

(E) If during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceed five (5) years, RCD reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in RCD's reasonable judgement, the amount or type of insurance carried by Consultant has become inadequate.

(F) Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

(G) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to RCD.

(H) Consultant agrees to notify RCD of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.3 Fees and Payments.

**3.3.1 Compensation.** Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The Total Compensation shall not exceed ONE HUNDRED SEVEN THOUSAND SIX HUNDRED SEVENTY-TWO AND 86/100'S DOLLARS (\$107,672.86), without written approval of RCD's President. Extra Work may be authorized, as described below, and, if authorized, will be compensated at the rates and manner set forth in this Agreement. Compensation for future fiscal years will be approved annually by the RCD Board of Directors as part of the RCD budget process, which shall be confirmed in writing by RCD to the Consultant upon approval by the Board.

**3.3.2 Payment of Compensation.** Consultant shall submit to RCD a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Said compensation shall be paid in accordance with an invoice submitted to RCD by Consultant within fifteen (15) days from the last day of each calendar month, and RCD shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

**3.3.3 Reimbursement for Expenses.** Consultant shall not be reimbursed for any expenses not identified in Exhibit "B" unless authorized in writing by RCD.

**3.3.4 Extra Work.** At any time during the term of this Agreement, RCD may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by RCD to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from RCD's Representative.

**3.3.5 Prevailing Wages.** By execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. RCD shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold RCD, its directors, officials, officers, consultants, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**3.3.6 Employment of Apprentices.** This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code,

and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant.

3.3.7 No Waiver. Failure of RCD to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.3.8 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Alternatively, Consultant may comply with the obligations of this section by lawfully obtaining and complying with an alternative workweek, as authorized by California Labor Code section 511 and the applicable Wage Order. In such cases, Consultant shall comply with the legally mandated overtime obligations relevant to the alternative workweek. Consultant shall forfeit to RCD as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him or her, or by any sub-consultant under him or her, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

3.3.9 Contractor Registration. Effective March 1, 2015, if the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all sub-consultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any sub-consultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by

the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

### 3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of RCD during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### 3.5 General Provisions.

#### 3.5.1 Termination of Agreement.

3.5.1.1 TERMINATION – At any time during the term of this Agreement, RCD may:

3.5.1.1.1 Terminate this Agreement without cause upon providing Consultant thirty (30) days written notice stating the extent and effective date of termination; or

3.5.1.1.2 Upon five (5) days written notice, terminate this Agreement for Consultant default, if Consultant refuses or fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In the event of such termination, RCD may proceed with the work in any manner deemed proper to RCD.

3.5.1.1.3 In the event RCD issues a Notice of Termination, Consultant shall stop all work under this Agreement on the date specified in the Notice of Termination.

3.5.1.1.4 In the event RCD terminates this Agreement, RCD shall make payment for all services satisfactorily performed in accordance with this Agreement to the date of termination and at the costs set forth in Exhibit "B". Notwithstanding any of the other provisions of this Agreement, Consultant'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 Consultant; or in the event Consultant's unwillingness or inability for any reason whatsoever to perform the duties hereunder; or if the Agreement is terminated pursuant to Section 19 of the Agreement in Exhibit A (NON-DISCRIMINATION). In such event, Consultant shall not be entitled to any further compensation under this Agreement. The rights and remedies of RCD provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

3.5.1.1.5 RCD reserves the right to terminate all or a portion of the "Facility Subtasks" (as defined in Exhibit "A") in accordance with Section 26 of the Project as described in Exhibit A.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, RCD may require Consultant to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within sixty (60) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, RCD may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Consultant:** Santa Ana Watershed Association  
Attention: Executive Director  
1835 Chicago Avenue, Suite C  
Riverside, CA 92507

**Copy to:** Jackson Tidus  
Attention: Gregory P. Powers, General Counsel to SAWA  
2030 Main Street, 12th Floor  
Irvine, CA 92614

**RCD:** Temecula-Elsinore-Anza-Murrieta  
Resource Conservation District  
Attention: President  
P.O. Box 2078  
Temecula, CA 92593

**Copy to:** Best Best & Krieger LLP  
Attention: General Counsel to RCD  
3390 University Avenue, 5th Floor  
P.O. Box 1028  
Riverside, CA 92502-10281

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials/Confidentiality.

3.5.3.1 Documents & Data. This Agreement creates an exclusive and perpetual license for RCD to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subcontractors to agree in writing that RCD is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by RCD.

RCD shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at RCD's sole risk.

3.5.3.2 Intellectual Property. In addition, RCD shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

RCD shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether paid for wholly or in part by RCD, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of RCD.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of RCD.

All materials and documents which were developed or prepared by Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of Consultant. However, unless otherwise identified and stated

JASON E. UHLEY  
General Manager-Chief Engineer



1995 MARKET STREET  
RIVERSIDE, CA 92501  
951.955.1200  
FAX 951.788.9965  
www.rcflood.org  
223220

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

November 1, 2018

Ms. Rose Corona, President  
Temecula-Elsinore-Anza-Murrieta  
Resources Conservation District  
Post Office Box 2018  
Temecula, CA 92593

Dear Ms. Corona:

Re: Notice to Proceed  
Channel Maintenance and  
Restoration Services  
Zones 3 and 7  
Fiscal Years 2018-2023

Pursuant to Section 3 of the Vegetation Management Contactor Services Agreement executed on October 30, 2018, the Riverside County Flood Control and Water Conservation District hereby provides notice to proceed for channel maintenance and restoration services. The designated facilities fall within the limits of Zones 3 and 7 as indicated on Exhibit A of the Agreement.

Please contact me at 951.955.1280 if you have any questions regarding this matter.

Very truly yours,

A handwritten signature in blue ink, appearing to read "H. Olivo".

HENRY OLIVO  
Chief of Operations and  
Maintenance Division

ec: Stuart McKibbin  
Julianna Adams  
Mekbib Degaga  
Randy Sheppard  
Anne Marie Rolle

HO:rlp

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE  
TEMECULA-ELSinORE-ANZA-MURRIETA RESOURCE CONSERVATION  
DISTRICT AND THE SANTA ANA WATERSHED ASSOCIATION**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 1st day of November 2018, by and between the Temecula-Elsinore-Anza-Murrieta Resource Conservation District, a governmental special district organized under the laws of the State of California with its mailing address at P.O. Box 2078, Temecula, California 92593 (“RCD”) and **Santa Ana Watershed Association**, a 501(c)(3) nonprofit organization with its principal place of business at 1835 Chicago Ave, Riverside California 92507 (“Consultant” or “SAWA”). RCD and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. RECITALS.**

2.1 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by RCD on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional consultant, experienced in providing flood control channel maintenance and restoration services (the “Services”) to public clients, is licensed in the State of California, and is familiar with the plans of RCD.

2.2 Project. RCD desires to engage Consultant to render such Services for the Riverside County Flood Control and Water Conservation District Contractor Services Agreement (“Project”) as set forth herein.

**3. TERMS.**

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to RCD all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the Services necessary for the Project. The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. Services shall include, but not be limited to, any duties and responsibilities assigned by the RCD President. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.1.1 SAWA will hire fulltime and part-time SAWA staff to carry out the Services for RCD as further identified and described in the Scope of Work, Exhibit “A,” during the term of this Agreement (“SAWA Staff”). The SAWA Staff to be assigned to the RCD will be identified or approved by the President (also referenced as “RCD liaison”). The SAWA Staff assigned to the RCD will remain employees of SAWA only, and the RCD and/or any other individual, entity, or agency that participates in, or assists with, the Project will not be

considered a joint employer of the SAWA staff, and will not have any supervisory powers or duties in relation to the SAWA Staff.

3.1.1.2 In addition, a supervisory position (“Supervisor”) is hereby created to oversee any SAWA Staff that is assigned to the RCD for the Project. The Supervisor shall be a SAWA employee only. However, RCD will prioritize the activities to be provided under this Agreement. The Supervisor will have supervisory powers, duties, and responsibilities over the SAWA Staff that perform Services for RCD under this contract, including the power to discipline subordinate employees. However, upon the written request of the RCD, the Supervisor shall promptly address any concerns regarding SAWA’s performance regarding the scope of work.

3.1.2 Scope of Services Limitations. Since RCD is a “Designating Agency” as defined in SAWA By-Laws, Section 300(D), SAWA shall first obtain written approval from the director designated by the Designating Agency prior to implementing any project, program or work within the jurisdiction or boundaries of that Designating Agency in accordance with Section 403 of SAWA’s By-Laws.

3.1.3 Term. The term of this Agreement shall commence on the date the Agreement is executed and shall terminate at midnight on June 30, 2019 and may be renewed by RCD’s President of the Board annually for up to four (4) years if mutually agreed upon by both parties by way of written correspondence mutually acceptable to both parties.

### 3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. RCD retains Consultant on an independent contractor basis and Consultant is not an employee of RCD. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall not be employees of RCD and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers’ compensation insurance. The SAWA Staff subcontracted to the RCD will remain employees of SAWA only, and the RCD, any other individual, entity, or agency, or any combination of these entities, that participates in, or assists with, the Project will not be considered a joint employer of the SAWA staff, and will not have any supervisory powers or duties in relation to the SAWA staff.

3.2.2 Schedule of Services. Consultant shall provide the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical expertise and personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the

schedule, RCD shall respond to Consultant's submittals in a timely manner. Upon request of RCD, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of RCD.

3.2.4 RCD's Representatives. RCD hereby designates its President, or his or her designee, to act as its representative for the performance of this Agreement. All invoices for Consultant shall be submitted to the President. The President shall be responsible for directing Consultant's activities pursuant to this Agreement. The President shall have the power to act on behalf of RCD for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than the President or her designee.

3.2.5 Substitution of Key Personnel. Consultant has represented to RCD that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of RCD. In the event that RCD and Consultant cannot agree as to the substitution of key personnel, RCD shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.5.1 of this Agreement. The key personnel for performance of this Agreement are as follows: **Rose Corona, President.**

3.2.6 Consultant's Representative. Consultant hereby designates its Executive Director, or his or her designee, to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Consultant shall work closely and cooperate fully with RCD's Representative and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the RCD staff at all reasonable times.

3.2.7 Coordination of Services. Consultant agrees to work closely with RCD staff in the performance of Services and shall be available to RCD's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant

shall perform, at its own cost and expense and without reimbursement from RCD, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein and shall be fully responsible to RCD for all damages and other liabilities arising from the Consultant's errors and omissions. Any employee of the Consultant or its sub-consultants who is determined by RCD to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to RCD, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for any of Consultant's violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to RCD, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold RCD, its officials, directors, officers, employees, consultants, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

#### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence operations until RCD has been furnished with original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other Exhibits as required in this Section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage **set forth below:**

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

(B) Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury,

and cross liability coverage, covering claims which may arise from or out of Consultant's performance of its obligations hereunder. Policy shall name RCD, the Riverside County Flood Control and Water Conservation District ("District"), the County of Riverside ("County"), and their respective agencies, districts, special districts, and departments, and their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents and representatives as additional insureds. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(C) Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Consultant shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name RCD, District, County, and their respective agencies, districts, special districts, and departments, and their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents and representatives as additional insureds.

3.2.10.3 General Insurance Provisions – All Lines. The insurance policies shall meet or contain the following provisions, or Consultant shall provide endorsements to add provisions to the insurance policies to meet the following requirements:

(A) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. Best rating of not less than an A:VIII (A:8) unless such requirements are waived, in writing, by the RCD. If the RCD waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one (1) policy term.

(B) Consultant must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of RCD before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to RCD and at the election of the RCD, Consultant's carriers shall either 1) reduce or eliminate such self-insured retention with respect to this Agreement with RCD; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

(C) Consultant shall cause their insurance carrier(s) to furnish RCD with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by RCD, provide original certified copies of policies including all endorsements and all Exhibits thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to RCD prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If Consultant's insurance carrier(s) policies do not meet the minimum notice requirement found herein,

Consultant shall cause Consultant's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless RCD receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and Exhibits thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

(D) It is understood and agreed by the parties hereto that Consultant's insurance shall be construed as primary insurance and the insurance and/or deductibles and/or self-insured retentions or self-insured programs of the additional insured parties listed herein shall not be construed as contributory.

(E) If during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceed five (5) years, RCD reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in RCD's reasonable judgement, the amount or type of insurance carried by Consultant has become inadequate.

(F) Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

(G) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to RCD.

(H) Consultant agrees to notify RCD of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The Total Compensation shall not exceed ONE HUNDRED SEVEN THOUSAND SIX HUNDRED SEVENTY-TWO AND 86/100'S DOLLARS (\$107,672.86), without written approval of RCD's President. Extra Work may be authorized, as described below, and, if authorized, will be compensated at the rates and manner set forth in this Agreement. Compensation for future fiscal years will be approved annually by the RCD Board of Directors as part of the RCD budget process, which shall be confirmed in writing by RCD to the Consultant upon approval by the Board.

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3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses not identified in Exhibit "B" unless authorized in writing by RCD.

3.3.4 Extra Work. At any time during the term of this Agreement, RCD may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by RCD to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from RCD's Representative.

3.3.5 Prevailing Wages. By execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. RCD shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold RCD, its directors, officials, officers, consultants, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code,

and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant.

**3.3.7 No Waiver.** Failure of RCD to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

**3.3.8 Eight-Hour Law.** Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Alternatively, Consultant may comply with the obligations of this section by lawfully obtaining and complying with an alternative workweek, as authorized by California Labor Code section 511 and the applicable Wage Order. In such cases, Consultant shall comply with the legally mandated overtime obligations relevant to the alternative workweek. Consultant shall forfeit to RCD as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him or her, or by any sub-consultant under him or her, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

**3.3.9 Contractor Registration.** Effective March 1, 2015, if the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all sub-consultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any sub-consultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by

the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

### 3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of RCD during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### 3.5 General Provisions.

#### 3.5.1 Termination of Agreement.

3.5.1.1 TERMINATION – At any time during the term of this Agreement, RCD may:

3.5.1.1.1 Terminate this Agreement without cause upon providing Consultant thirty (30) days written notice stating the extent and effective date of termination; or

3.5.1.1.2 Upon five (5) days written notice, terminate this Agreement for Consultant default, if Consultant refuses or fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In the event of such termination, RCD may proceed with the work in any manner deemed proper to RCD.

3.5.1.1.3 In the event RCD issues a Notice of Termination, Consultant shall stop all work under this Agreement on the date specified in the Notice of Termination.

3.5.1.1.4 In the event RCD terminates this Agreement, RCD shall make payment for all services satisfactorily performed in accordance with this Agreement to the date of termination and at the costs set forth in Exhibit "B". Notwithstanding any of the other provisions of this Agreement, Consultant'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 Consultant; or in the event Consultant's unwillingness or inability for any reason whatsoever to perform the duties hereunder; or if the Agreement is terminated pursuant to Section 19 of the Agreement in Exhibit A (NON-DISCRIMINATION). In such event, Consultant shall not be entitled to any further compensation under this Agreement. The rights and remedies of RCD provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

3.5.1.1.5 RCD reserves the right to terminate all or a portion of the "Facility Subtasks" (as defined in Exhibit "A") in accordance with Section 26 of the Project as described in Exhibit A.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, RCD may require Consultant to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within sixty (60) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, RCD may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Consultant:** Santa Ana Watershed Association  
Attention: Executive Director  
1835 Chicago Avenue, Suite C  
Riverside, CA 92507

**Copy to:** Jackson Tidus  
Attention: Gregory P. Powers, General Counsel to SAWA  
2030 Main Street, 12th Floor  
Irvine, CA 92614

**RCD:** Temecula-Elsinore-Anza-Murrieta  
Resource Conservation District  
Attention: President  
P.O. Box 2078  
Temecula, CA 92593

**Copy to:** Best Best & Krieger LLP  
Attention: General Counsel to RCD  
3390 University Avenue, 5th Floor  
P.O. Box 1028  
Riverside, CA 92502-10281

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials/Confidentiality.

3.5.3.1 Documents & Data. This Agreement creates an exclusive and perpetual license for RCD to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”).

Consultant shall require all subcontractors to agree in writing that RCD is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by RCD.

RCD shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at RCD’s sole risk.

3.5.3.2 Intellectual Property. In addition, RCD shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media (“Intellectual Property”) prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

RCD shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether paid for wholly or in part by RCD, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of RCD.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of RCD.

All materials and documents which were developed or prepared by Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of Consultant. However, unless otherwise identified and stated

prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

RCD further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.5.3.3 Infringement Indemnification. Consultant shall defend, indemnify and hold RCD, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by RCD of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.4 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant to the extent permitted by law. Such materials shall not, without the prior written consent of RCD, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use RCD's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of RCD.

3.5.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.6 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees, expert witness fees, and other costs of such actions.

3.5.7 Indemnification. Consultant shall defend, indemnify and hold RCD, its directors, officials, officers, agents, consultants, employees, and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions or willful misconduct of the Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or

instituted against RCD, its directors, officials, officers, agents, consultants, employees, and volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against RCD or its directors, officials, officers, agents, consultants, employees, and volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse RCD and its directors, officials, officers, employees, agents, consultants, and volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by RCD, its directors, officials, officers, agents, consultants, employees, and volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. This Section 3.5.7 shall survive any expiration or termination of this Agreement.

3.5.8 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.9 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.10 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.11 INTENTIONALLY DELETED.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of RCD. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Successor and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of RCD.

3.5.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all directors, officials, officers, agents, consultants, employees, and volunteers of Consultant, except as otherwise specified in this Agreement. All references to RCD include its directors, officials, officers, agents, consultants, employees, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

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

3.5.17 No Third Party Beneficiaries. Except for the Riverside County Flood Control and Water Conservation District, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.19 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, RCD shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of RCD, during the term of his or her service with RCD, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.20 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of any RCD programs or guidelines concerning equal opportunity employment currently in effect or hereinafter enacted.

3.5.21 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.24 Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to RCD. Consultant shall not respond to any such subpoena or court order until notice to RCD is provided as required herein, and shall cooperate with RCD in responding to the subpoena or court order.

3.5.25 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

3.5.26 Survival. All rights and obligations hereunder that by their nature are to be performed after any expiration or termination of this Agreement shall survive any such expiration or termination.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of RCD. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed as of the date first above written.

**RCD**

**CONSULTANT**

By:   
Rose Corona  
President

By:   
Brian J. Brady  
Executive Director

**EXHIBIT "A"**

[Insert Riverside County Flood Control and Water Conservation District Contractor Services Agreement with all Exhibits]

**EXHIBIT "B"**

[Schedule of Services]

TEAM RCD-RIVERSIDE FLOOD CONTROL FACILITIES PROJECT COSTS									
PROJECT NAME/LOCATION	PRIORITY	STAFF TOTALS	MILEAGE	HERBICIDE	F&W FEE	TOTAL COST-NTE	TEAM RCD %	PROJECT ADMIN	FC-TOTAL
Project Planning, Assessments & Regulatory Compliance - As of 8/27/2018						\$10,457.60	15%		\$ 12,026.24
Project Planning, Assessments & Regulatory Compliance - Projected Total for Project						\$ 11,678.20	15%		\$ 13,429.93
IMMEDIATE	PRIORITY	STAFF TOTALS	MILEAGE	HERBICIDE	F&W FEE*	TOTAL COST-NTE	15%	5% OF PROJECT STAFF TIME	FC - Total
HELASH MITIGATION SITE	MEDIUM	22,955.02	813.96	335.68	289.25	24,393.91	3,659.09	1,147.75	29,200.75
MURRIETA CREEK-LINE F	LOW	4,862.56	171.36	128.64	289.25	5,451.81	817.77	243.13	6,512.71
PALOMAR CORYDON CHANNEL	LOW	6,541.16	238.00	141.76	289.25	7,210.17	1,081.53	327.06	8,618.75
TUCALOTA CREEK PHASE I & II	LOW	6,541.16	214.20	128.64	289.25	7,173.25	1,075.99	327.06	8,576.30
TUCALOTA CREEK PHASE III	HIGH	29,352.00	566.44	362.88	289.25	30,570.57	4,585.59	1,467.60	36,623.76
GRAND TOTALS		70,251.90	2,003.96	1,097.60	1,446.25	74,799.71	11,219.96	3,512.60	\$89,532.26
*CDFW fee for LSA based on Annual Fee schedule rates-SUBJECT TO CHANGE									
DISCUSSION/CONCERNS F&W									
TEMECULA CREEK/PECHANGA	HIGH								
NEXT-BASED ON PERFORMANCE	(ESTIMATES ONLY)								
WARM SPRINGS/FRENCH VALLEY	HIGH	\$ 29,731.13	\$ 968.66	\$ 232.32	289.25	\$ 31,221.36	\$ -		\$ 31,221.36
SANTA GERTRUDIS CREEK	HIGH	\$ 119,742.80	\$ 2,784.60	\$ 1,324.60	289.25	\$ 124,141.25	\$ -		\$ 124,141.25
TEMECULA CREEK AD 159	MEDIUM	\$ 16,827.47	\$ 671.16	\$ 283.20	289.25	\$ 18,071.08	\$ -		\$ 18,071.08
WARM SPRINGS/BENTON CHNL	MEDIUM	\$ 47,372.05	\$ 1,447.04	\$ 725.18	289.25	\$ 49,833.52	\$ -		\$ 49,833.52
HILDY	LOW	\$ 6,444.43	\$ 308.21	\$ 181.44	289.25	\$ 7,223.33	\$ -		\$ 7,223.33
WILDOMAR CHANNEL	LOW	\$ 10,506.46	\$ 417.69	\$ 83.92	289.25	\$ 11,297.32	\$ -		\$ 11,297.32
GRAND TOTALS									\$ 241,787.86
<b>MONITORING FOR HOMELESS - Discussion</b>									
<b>To Be Conducted First - Fall 2018</b>									
Bi-monthly monitoring x 26 weeks	26	403.15	65.45	468.60		12183.60	1827.54		14011.14
<b>Future Projects to be Completed After Green Projects</b>									

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## TEAM RCD – RIVERSIDE FLOOD FACILITIES

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### PROJECT BACKGROUND

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SAWA has conducted site assessments at the 11 project locations and below are the current site conditions and recommendations for treatments.

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### PROJECT ACTIVITIES AND NON-NATIVE REMOVAL

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#### Murrieta Creek Line F

**Project Location:** The Murrieta Creek Line F site is located along a Riverside Flood Control drainage in the City of Murrieta near the intersection of Kalmia St & Washington Ave. The site is ~ 1.12 acres and has ~ 0.07 acres of salt cedar (*Tamarisk ssp.*) mixed throughout the site.

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### CURRENT CONDITIONS

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**Current Site Conditions:** The dominant native species on-site were: 1-5% Fremont cottonwood (*Populus fremontii*), 5-15% willow species (*Salix spp.*), 1-5% cattails (*Typha domingensis*), 5-15% mulefat (*Baccharis salicifolia*). The dominant non-native species located on-site were: 5-15% salt cedar (*Tamarisk ssp.*), 1-5% blue gum eucalyptus (*Eucalyptus globulus*) and 1-5% mustard (*Brassica ssp.*). See complete species and percent cover table below.

**Wildlife Species:** This project site has many common avian species and riparian birds including but not limited to: song sparrow (*Melodia melospiza*), bushtit (*Psaltriparus minimus*), house finch (*Haemorhous mexicanus*) Red-tailed hawk (*Buteo jamaicensis*), Western Kingbird (*Tyrannus verticalis*), Spotted Towhee (*Pipilo maculatus*), Lesser Goldfinch (*Spinus psaltria*), Common Yellowthroat (*Geothlypis trichas*), Brown-headed Cowbird (*Molothrus ater*) and Willow Flycatcher (*Empidonax traillii*).

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### PROJECT ACTION PLAN

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**Treatment Methods:** The recommended treatment methods for the salt cedar (*Tamarisk ssp.*) in this project location would be one of the following. For infestations within the Riverside Flood Control, “mow areas” would be to conduct basal bark applications with a 20% triclopyr, 20% modified vegetable oil and 60% water. For infestations that are within habitat outside of the Riverside Flood Control “mow areas” a cut-stump treatment with a 20% triclopyr, 20% modified vegetable oil and 60% water. The cut vegetation would then be hauled by hand to the closest mow area where Riverside Flood Control could then mulch it with a masticator or haul it off-site to an approved green waste facility.

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PHOTOS

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GPS Photo Point 1 – Heading 250 W 479735, 3713057

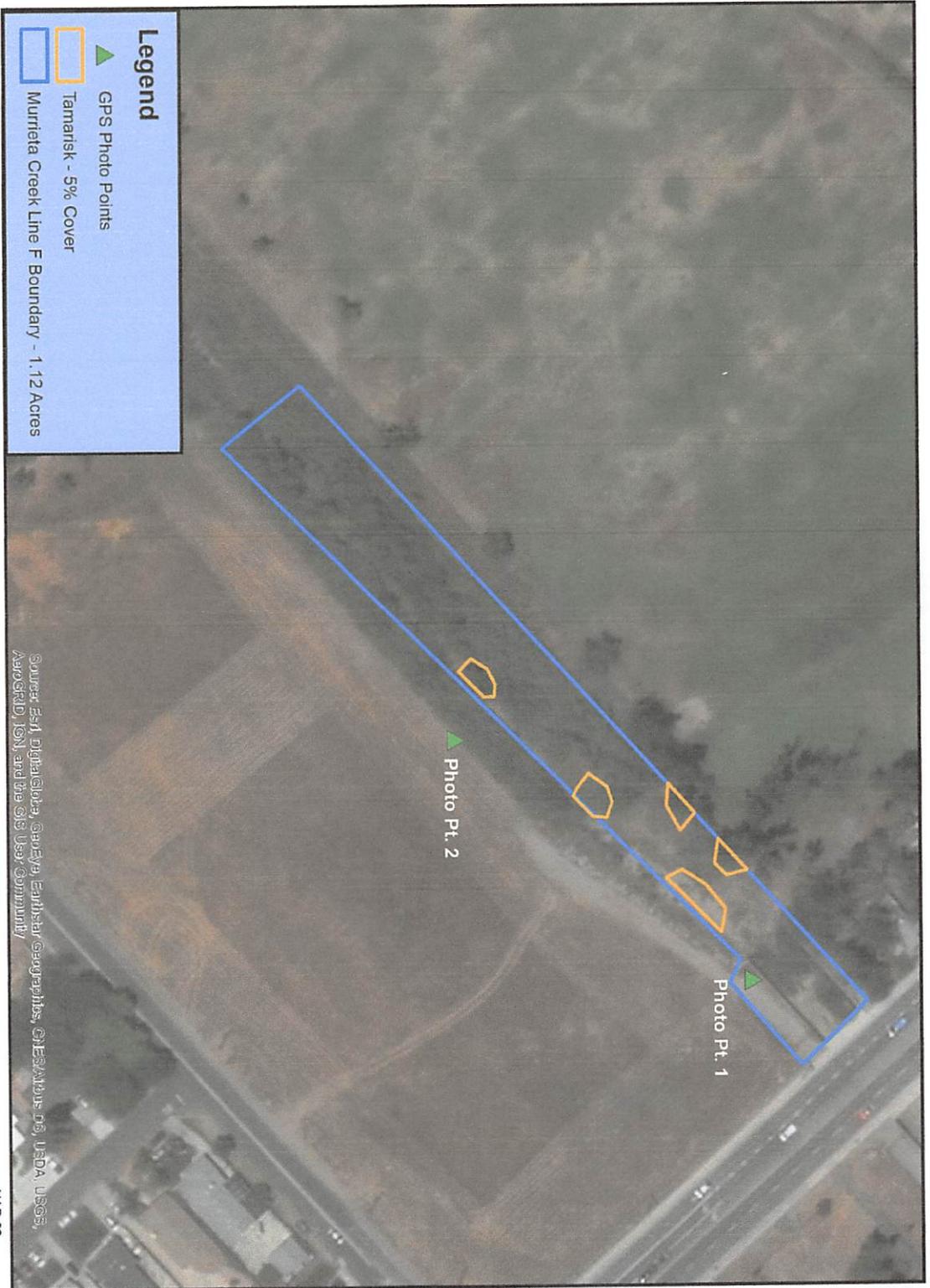


GPS Photo Point 2 – Heading 260 W 479673, 3712982

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MAP

Murrieta Creek Line F



## Murrieta Creek Line F - Species List

Native Species (Common Name)	Native Species (Scientific Name)	Non-Native Species (Common Name)	Non-Native Species (Scientific Name)
arroyo willow	<i>Salix lasiolepis</i>	eucalyptus ssp.	<i>Eucalyptus ssp.</i>
California mugwort	<i>Artemisia douglasiana</i>	mustard ssp.	<i>Brassica ssp.</i>
California plantain	<i>Plantago erecta</i>	Russian thistle	<i>Salsola trague</i>
coast live oak	<i>Quercus agrifolia</i>	saltcedar	<i>Tamarisk ssp.</i>
common cattail	Typha latifolia		
Fremont's cottonwood	<i>Populus fremontii</i>		
hoary nettle	<i>Urtica dioica</i>		
jimson weed	<i>Datura wrightii</i>		
mulefat	<i>Baccharis salicifolia</i>		

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## TEAM RCD – RIVERSIDE FLOOD FACILITIES

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### PROJECT BACKGROUND

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SAWA has conducted site assessments at the 11 project locations and below are the current site conditions and recommendations for treatments.

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### PROJECT ACTIVITIES AND NON-NATIVE REMOVAL

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#### **Tucalota Creek 1 & 2 Project**

**Project Location:** The Tucalota Creek 1 & 2 site is located along a Riverside Flood Control drainage in the City of Murrieta near the intersection of Murrieta Hot Springs Road & Winchester Road. The site is ~ 6.6 acres and has ~ 0.11 acres of salt cedar (*Tamarisk ssp.*) mixed throughout the site.

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### CURRENT CONDITIONS

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**Current Site Conditions:** The dominant native species on-site were: <1% Fremont cottonwood (*Populus fremontii*), 5-15% willow species (*Salix spp.*), 15-25% cattails (*Typha domingensis*), 1-5% mulefat (*Baccharis salicifolia*) & 5-15% California bulrush (*Schoenoplectus californicus*). The dominant non-native species located on-site were: 1-5% salt cedar (*Tamarisk ssp.*), 5-15% white sweet clover (*Melilotus albus*) and 1-5% mouse barley (*Hordeum murinum*). See complete species and percent cover table below.

**Wildlife Species:** This project site has many common avian species and riparian birds including but not limited to: song sparrow (*Melodia melospiza*), bushtit (*Psaltriparus minimus*), barn swallow (*Hirundo rustica*), killdeer (*Charadrius vociferous*), house finch (*Haemorhous mexicanus*) and black phoebe (*Sayornis nigricans*).

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### PROJECT ACTION PLAN

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**Treatment Methods:** The recommended treatment methods for the salt cedar (*Tamarisk ssp.*) in this project location would be one of the following. For infestations within the Riverside Flood Control, “mow areas” would be to conduct basal bark applications with a 20% triclopyr, 20% modified vegetable oil and 60% water. For infestations that are within habitat outside of the Riverside Flood Control “mow areas” a cut-stump treatment with a 20% triclopyr, 20% modified vegetable oil and 60% water. The cut vegetation would then be hauled by hand to the closest mow area where Riverside Flood Control could then mulch it with a masticator.

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PHOTOS

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GPS Photo Point 1 – Heading 36 NE 487262, 3712353



GPS Photo Point 2 – Heading 150 SE 487450, 3712956



GPS Photo Point 3 – Heading 153 SE 487433, 3712792

# MAP

## Tucalota Creek 1 & 2



## TUCALOTA CREEK 1 & 2 SPECIES & PERCENT COVER TABLE

Native Species (Common Name)	Native Species (Scientific Name)	% Cover	Non-Native Species (Common Name)	Non-Native Species (Scientific Name)	% Cover
arroyo willow	<i>Salix lasiolepis</i>	5-15%	bull thistle	<i>Cirsium vulgare</i>	<1%
black elderberry	<i>Sambucus nigra</i>	<1%	curly dock	<i>Rumex crispus</i>	<1%
California buckwheat	<i>Eriogonum fasciculatum</i>	<1%	mouse barley	<i>Hordeum murinum</i>	1-5%
California bulrush	<i>Schoenoplectus californicus</i>	5-15%	mustard ssp.	<i>Brassica ssp.</i>	<1%
cocklebur	<i>Xanthium strumarium</i>	<1%	saltcedar	<i>Tamarisk ssp.</i>	1-5%
common cattail	<i>Typha latifolia</i>	15-25%	sow thistle	<i>Sanctus oleraceus</i>	<1%
common ragweed	<i>Ambrosia artemisiifolia</i>	<1%	tocolote	<i>Centaurea melitensis</i>	<1%
common sunflower	<i>Helianthus annuus</i>	<1%	white sweet clover	<i>Melilotus albus</i>	5-15%
evening prim rose	<i>Oenothera biennis</i>	<1%	wild lettuce	<i>Lactuca virosa</i>	<1%
fiddleneck	<i>Amsinckia menziesii</i>	<1%			
Fremont's cottonwood	<i>Populus fremontii</i>	<1%			
hoary nettle	<i>Urtica dioica</i>	<1%			
jimsonweed	<i>Datura stramonium</i>	<1%			
mulefat	<i>Baccharis salicifolia</i>	1-5%			

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## TEAM RCD – RIVERSIDE FLOOD FACILITIES

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### PROJECT BACKGROUND

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SAWA has conducted site assessments at the 11 project locations and below are the current site conditions and recommendations for treatments.

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### PROJECT ACTIVITIES AND NON-NATIVE REMOVAL

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#### **Tucalota Creek 1 & 2 Project**

**Project Location:** The Tucalota Creek 1 & 2 site is located along a Riverside Flood Control drainage in the City of Murrieta near the intersection of Murrieta Hot Springs Road & Winchester Road. The site is ~ 6.6 acres and has ~ 0.11 acres of salt cedar (*Tamarisk ssp.*) mixed throughout the site.

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### CURRENT CONDITIONS

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**Current Site Conditions:** The dominant native species on-site were: <1% Fremont cottonwood (*Populus fremontii*), 5-15% willow species (*Salix spp.*), 15-25% cattails (*Typha domingensis*), 1-5% mulefat (*Baccharis salicifolia*) & 5-15% California bulrush (*Schoenoplectus californicus*). The dominant non-native species located on-site were: 1-5% salt cedar (*Tamarisk ssp.*), 5-15% white sweet clover (*Melilotus albus*) and 1-5% mouse barley (*Hordeum murinum*). See complete species and percent cover table below.

**Wildlife Species:** This project site has many common avian species and riparian birds including but not limited to: song sparrow (*Melodia melospiza*), bushtit (*Psaltriparus minimus*), barn swallow (*Hirundo rustica*), killdeer (*Charadrius vociferous*), house finch (*Haemorhous mexicanus*) and black phoebe (*Sayornis nigricans*).

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### PROJECT ACTION PLAN

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**Treatment Methods:** The recommended treatment methods for the salt cedar (*Tamarisk ssp.*) in this project location would be one of the following. For infestations within the Riverside Flood Control, “mow areas” would be to conduct basal bark applications with a 20% triclopyr, 20% modified vegetable oil and 60% water. For infestations that are within habitat outside of the Riverside Flood Control “mow areas” a cut-stump treatment with a 20% triclopyr, 20% modified vegetable oil and 60% water. The cut vegetation would then be hauled by hand to the closest mow area where Riverside Flood Control could then mulch it with a masticator.

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PHOTOS

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GPS Photo Point 1 – Heading 36 NE 487262, 3712353



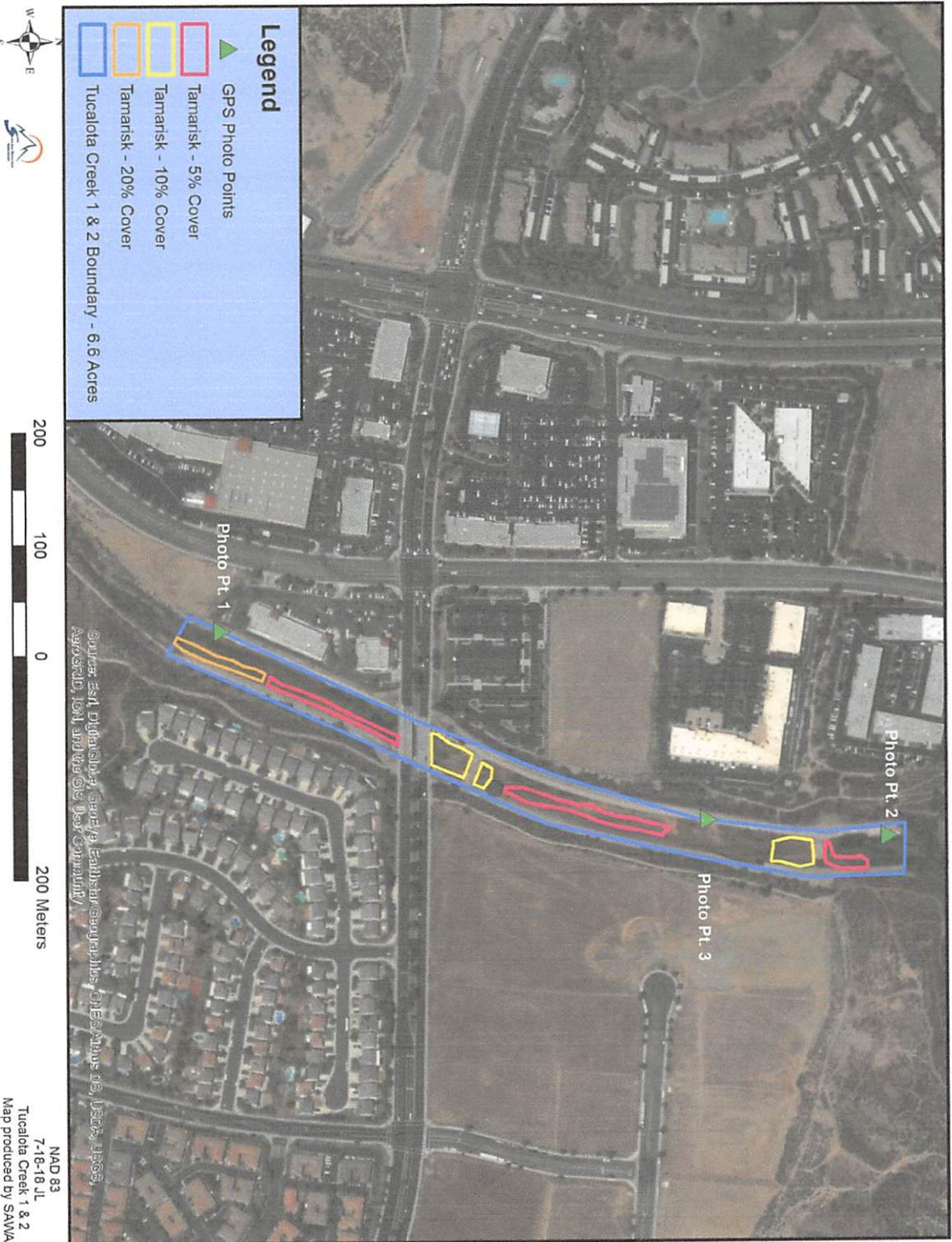
GPS Photo Point 2 – Heading 150 SE 487450, 3712956



GPS Photo Point 3 – Heading 153 SE 487433, 3712792

MAP

Tucalota Creek 1 & 2



## TUCALOTA CREEK 1 & 2 SPECIES & PERCENT COVER TABLE

Native Species (Common Name)	Native Species (Scientific Name)	% Cover	Non-Native Species (Common Name)	Non-Native Species (Scientific Name)	% Cover
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California bulrush	<i>Schoenoplectus californicus</i>	5-15%	mustard ssp.	<i>Brassica ssp.</i>	<1%
cocklebur	<i>Xanthium strumarium</i>	<1%	saltcedar	<i>Tamarisk ssp.</i>	1-5%
common cattail	<i>Typha latifolia</i>	15-25%	sow thistle	<i>Sanctus oleraceus</i>	<1%
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fiddleneck	<i>Amsinckia menziesii</i>	<1%			
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## TEAM RCD – RIVERSIDE FLOOD FACILITIES

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### PROJECT BACKGROUND

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SAWA has conducted site assessments at the 11 project locations and below are the current site conditions and recommendations for treatments.

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### PROJECT ACTIVITIES AND NON-NATIVE REMOVAL

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#### Tucalota Creek 1 & 2 Project

**Project Location:** The Tucalota Creek 1 & 2 site is located along a Riverside Flood Control drainage in the City of Murrieta near the intersection of Murrieta Hot Springs Road & Winchester Road. The site is ~ 6.6 acres and has ~ 0.11 acres of salt cedar (*Tamarisk ssp.*) mixed throughout the site.

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### PROJECT ACTION PLAN

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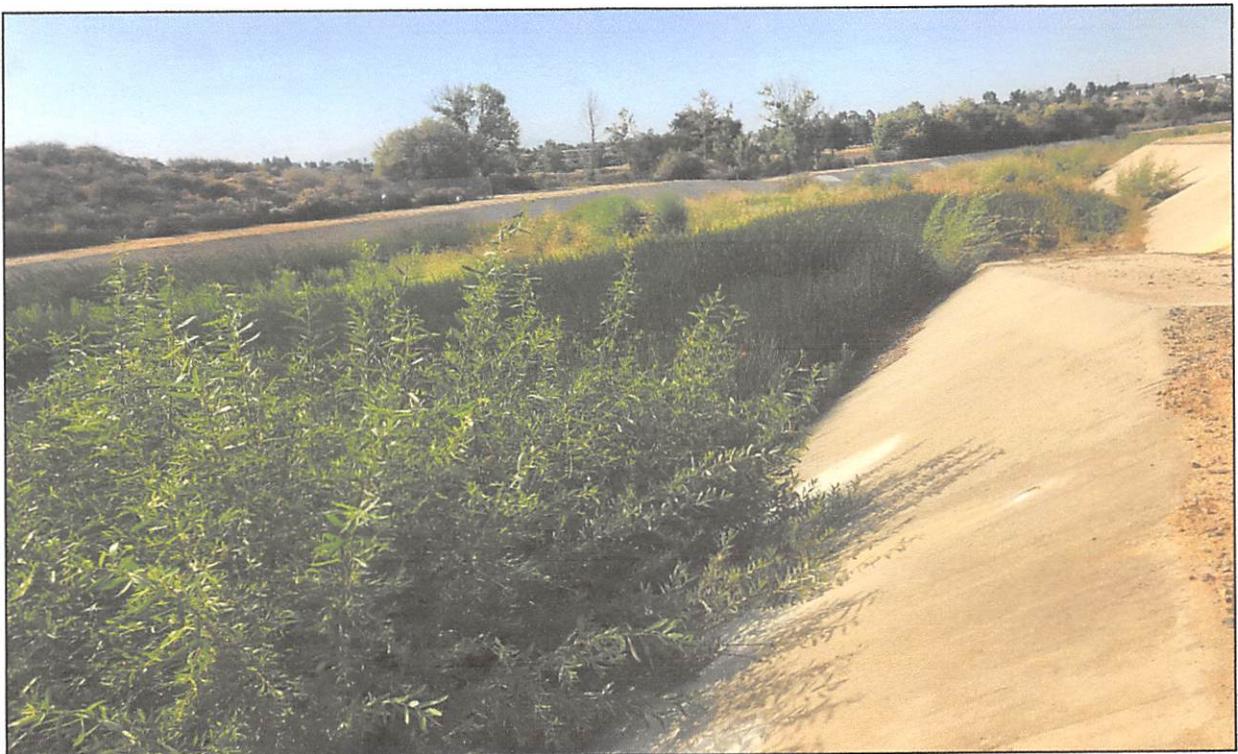
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PHOTOS

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GPS Photo Point 1 – Heading 36 NE 487262, 3712353



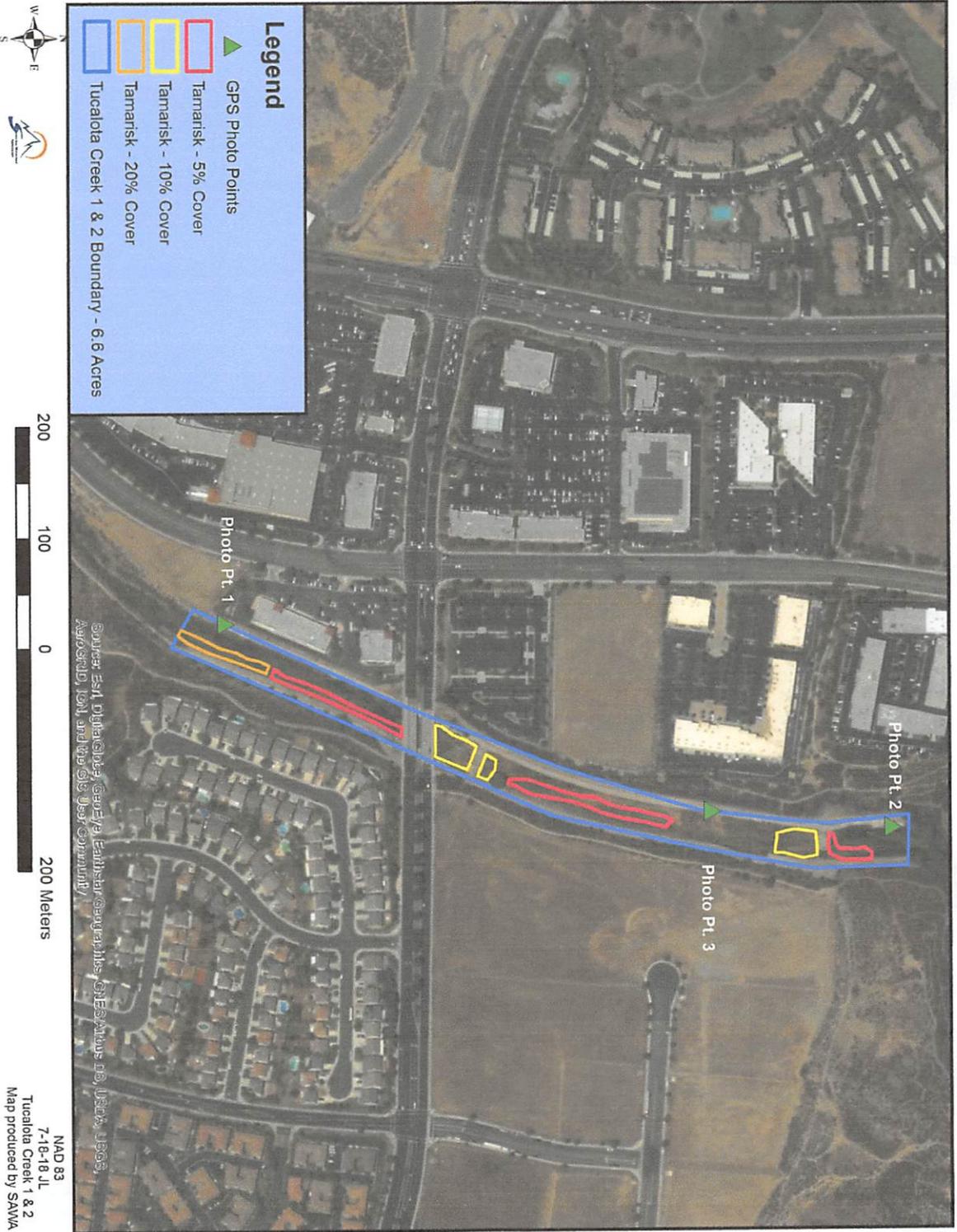
GPS Photo Point 2 – Heading 150 SE 487450, 3712956



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MAP

Tucalota Creek 1 & 2



## TUCALOTA CREEK 1 & 2 SPECIES & PERCENT COVER TABLE

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# NEW BUSINESS

# FUTURE BUSINESS