

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
11.2
(ID # 8253)

MEETING DATE:

Tuesday, October 30, 2018

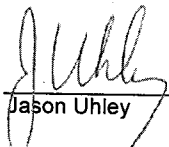
FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Multi-Year Vegetation Management Contractor Services Agreement Between the Riverside County Flood Control and Water Conservation District and Temecula-Elsinore-Anza-Murrieta Resource Conservation District for Channel Maintenance and Restoration Services, 5 Years, CEQA Exempt, Districts 1 and 3. [\$2,000,000 Total (\$400,000 for FY18/19-FY22/23), District Zone 3 Funds - 3% and Zone 7 Funds - 97%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Finds that this Contractor Services Agreement (Project) is exempt from the California Environmental Quality Act (CEQA) as it has been determined that the Project qualifies for CEQA Categorical Exemptions pursuant to the State CEQA Guidelines: Section 15301, "Existing Facilities", and Section 15304 (d), "Minor Alterations to Land";
2. Approve the Contractor Services Agreement between the Riverside County Flood Control and Water Conservation District (District) and the Temecula-Elsinore-Anza-Murrieta Resource Conservation District (Contractor);
3. Authorize the Chairman to execute the Contractor Services Agreement documents on behalf of the District;
4. Direct the Clerk of the Board to return two (2) copies of the executed Contractor Services Agreement to the District; and
5. Direct the Clerk of the Board to file the CEQA Notice of Exemption with the County Clerk within five (5) days of approval by the Board.

ACTION: Policy



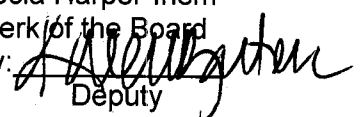
Jason Uhley

10/16/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: October 30, 2018
xc: Flood, Recorder

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$400,000	\$400,000	\$2,000,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 25130 947440 525440 Zone 3 Professional Services – 3% and 25170 947520 525440 Zone 7 Professional Services – 97%			Budget Adjustment: No	
			For Fiscal Year: 18/19 – 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The multi-year Contractor Services Agreement sets the terms and conditions by which the Temecula Elsinore-Anza-Murrieta Resource Conservation District (Contractor) and its subcontractors will provide maintenance and rehabilitation services to multiple facilities in Zones 3 and 7. The Contractor will provide maintenance assessments and vegetation management services within existing flood control facilities, properties, and mitigation areas.

Contractor, a governmental special district, is the Permittee for the Long Term Routine Maintenance Lake and Streambed Alteration Agreement with the California Department of Fish and Game for the Project.

Based on the review of the Contractor Services Agreement, it has been determined that the Project qualifies for CEQA Categorical Exemptions pursuant to the State CEQA Guidelines: Section 15301, "Existing Facilities", and Section 15304(d), "Minor Alterations to Land". Section 15301 consists of the operation, repair, maintenance, permitting, leasing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of use beyond that existing at the time of the Lead Agency's determination. Section 15304(d) consists of minor alterations in land, water, and vegetation on existing officially designated wildlife management areas which result in improvement to habitat for fish and wildlife resources. The Project will not result in any specific or general exceptions to the use of the categorical exemptions as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause any significant impacts to scenic resources, historic resources, or unique sensitive environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create a significant environmental impact. The attached CEQA Notice of Exemption will be filed with the County Clerk following the Board's approval of the Project.

County Counsel has approved the Contractor Services Agreement as to legal form. The Contractor has executed the Contractor Services Agreement.

Impact on Residents and Businesses

The channel maintenance services performed by Contractor will maintain, enhance, restore and conserve the habitat types within the Project Area. Costs incurred under this Contractor

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Services Agreement will be funded by ad valorem property tax revenue and entails no new fees, taxes, or bonded indebtedness.

Additional Fiscal Information

Sufficient funding is available in the District's budget for Fiscal Year 2018-2019 and will be included in the proposed budget(s) for Fiscal Years 2019-2020 through 2022-2023, as appropriate.

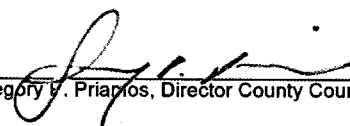
Project Funding Summary

\$ 10,405.35	Fiscal Year 18/19 Estimated Project Cost (Zone 3)
\$389,594.65	Fiscal Year 18/19 Estimated Project Cost (Zone 7)
\$ 10,405.35	Fiscal Year 19/20 Estimated Project Cost (Zone 3)
\$389,594.65	Fiscal Year 19/20 Estimated Project Cost (Zone 7)
\$ 10,405.35	Fiscal Year 20/21 Estimated Project Cost (Zone 3)
\$389,594.65	Fiscal Year 20/21 Estimated Project Cost (Zone 7)
\$ 10,405.35	Fiscal Year 21/22 Estimated Project Cost (Zone 3)
\$389,594.65	Fiscal Year 21/22 Estimated Project Cost (Zone 7)
\$ 10,405.35	Fiscal Year 22/23 Estimated Project Cost (Zone 3)
<u>\$389,594.65</u>	Fiscal Year 22/23 Estimated Project Cost (Zone 7)
\$ 2,000,000.00	Total Estimated Project Cost

ATTACHMENTS:

1. Vicinity Map
2. Contractor Services Agreement
3. CEQA Notice of Exemption

JA:blm
P8/222944



Gregory V. Priapros, Director County Counsel 10/23/2018

Notice of Exemption

To: County Clerk
County of Riverside
2724 Gateway Drive
Riverside, CA 92507

Lead Agency: Riverside County Flood Control
and Water Conservation District
1995 Market Street
Riverside, CA 92501
Contact: Randy Sheppard, 951.955.1306

10/31/18

kb

Project Title: Multi-Year Vegetation Management Contractor Services Agreement with Temecula-Elsinore-Anza-Murrieta Resource Conservation District

Project Location – Specific: The Contractor Services Agreement includes multiple existing Riverside County Flood Control and Water Conservation District (District) flood control facilities within the southwestern portion of Riverside County.

Project location – City: Wildomar/Murrieta/Temecula

Project Location – County: Riverside

Project Description: The multi-year Contractor Services Agreement sets the terms and conditions by which the Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAMRCD) and its subcontractors will provide maintenance and rehabilitation services to multiple existing facilities. TEAMRCD will organize project planning, assessments, regulatory compliance, and management of various vegetation types within existing flood control facilities, properties, and mitigation areas.

Name of Public Agency Approving Project: Riverside County Flood Control and Water Conservation District

Name of Person or Agency Carrying Out Project: Riverside County Flood Control and Water Conservation District

Exempt Status: Categorical Exemption. State CEQA Guidelines Secs. 15301 and 15304(d)

Reasons why project is exempt: The approval of the Contractor Services Agreement (Project) is exempt from the provisions of CEQA, specifically, by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemptions as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause any significant impacts to scenic resources, historic resources, or unique sensitive environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create a significant environmental impact. The Project, as proposed, involves maintenance assessments and vegetation management services within existing flood control facilities, properties, and mitigation areas.

- Section 15301 Existing Facilities (Class 1): Consists of the operation, repair, maintenance, permitting, leasing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of use beyond that existing at the time of the Lead Agency's determination.
- Section 15304 (d) Minor Alterations of Land (Class 4): Consists of minor alterations in land, water, and vegetation on existing officially designated wildlife management areas which result in improvement to habitat for fish and wildlife resources.

Based upon the identified exemptions above, the District hereby concludes that no significant environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Lead Agency Signature: 

MEKBIB DEGAGA
Chief of Regulatory Division
Riverside County Flood Control
and Water Conservation District

Date: 10/22/2018

OCT 30 2018 11.2

RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 10/3/2018 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC


ACCOUNTING STRING:
ACCOUNT: 526410 FUND: 25170
DEPT ID: 947520 PROGRAM: _____

AMOUNT: \$50.00

REF: CDFW CEQA Notice of Exemption Filing Fee for Multi-Year Contract Serv Agreement with Temecula-Elsinore-Anza-Murrieta Resource Conservation District (227-7-6-00900-00-00-0000-000)

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE AN INVOICE FOR PAYMENT OF ALL DOCUMENTS INCLUDED.

NUMBER OF DOCUMENTS INCLUDED: 1

AUTHORIZED BY: Darrylenn Prudholme-Brockington Ext 58357 
PRESENTED BY: Jason Swenson Ext 58082
CONTACT: Randy Sheppeard Ext 51306

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY: _____
DATE: _____
DOCUMENT NO(S)/INVOICE NO(S): _____

VEGETATION MANAGEMENT CONTRACTOR SERVICES AGREEMENT
Channel Maintenance and Restoration Services
Fiscal Year 2018-2023

This Agreement, made and entered into this 30th day of OCT, 2018 (“Effective Date”) by and between Riverside County Flood Control and Water Conservation District, a body politic, hereinafter called “DISTRICT”, and Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAMRCD), a governmental special district, hereinafter called “CONTRACTOR”. The parties hereby agree as follows:

1. PROJECT – As requested by DISTRICT in writing, CONTRACTOR shall provide maintenance assessment and channel maintenance services for certain DISTRICT facilities as delineated on the exhibit attached hereto as Exhibit “A”, and made a part hereof, in accordance with all applicable federal, state, and local laws and regulations. Additional DISTRICT facilities can be added to Exhibit “A” by mutual written agreement of DISTRICT and CONTRACTOR on an as needed basis.
2. SCOPE OF SERVICES - DISTRICT hereby retains CONTRACTOR, as an independent contractor, to furnish all professional services including but not limited to expertise, tools, equipment, facilities, materials, labor and other incidental services necessary to perform in a complete, skillful and professional manner those services set forth in Exhibit “A”. CONTRACTOR agrees to perform said services in accordance with the schedule specified herein. CONTRACTOR shall not perform any additional work, except as directed by DISTRICT in writing.
3. TERM OF AGREEMENT – CONTRACTOR shall not commence performance of any work or services, for any reason whatsoever, until DISTRICT has provided CONTRACTOR with written Notice to Proceed authorizing CONTRACTOR to

initiate work pursuant to the Agreement. No payment will be made for any work or services performed prior to issuance of said Notice to Proceed. 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 DISTRICT's General Manager-Chief Engineer annually for up to four (4) years if mutually agreed upon by both parties by way of written correspondence mutually acceptable to both parties.

4. ANNUAL WORKPLAN MEETING— On or about August 1st of each year, DISTRICT and CONTRACTOR representatives shall meet (“ANNUAL WORKPLAN MEETING”) and review projected activities, select facilities, and priorities. The DISTRICT shall issue the CONTRACTOR a Task Order for selected facilities (“FACILITY SUBTASKS”) within (15) days of the ANNUAL WORKPLAN MEETING.
5. COMPENSATION – DISTRICT shall pay CONTRACTOR for actual services satisfactorily performed and expenses incurred under this Agreement in accordance with the terms of the approved Task Order. The cumulative total amount of compensation to CONTRACTOR under the terms of this Agreement shall not exceed \$400,000 per fiscal year over the entire term of this Agreement. All price decreases (for example, if CONTRACTOR offers lower price to another governmental entity) shall automatically be extended to DISTRICT.
6. PAYMENT – DISTRICT shall pay CONTRACTOR 50 percent of the total Task Order amount thirty (30) days after the issuance of the Task Order. Upon satisfactory performance of the FACILITY SUBTASKS, DISTRICT shall make payment to CONTRACTOR the remaining 50 percent due for that facility within thirty (30) days after Maintenance Division completes final inspection. DISTRICT shall not pay

interest or finance charges on any outstanding balance(s). CONTRACTOR shall retain employee and expense records according to customary accounting methods and such records upon request, shall be made available for inspection by DISTRICT to verify CONTRACTOR's invoice(s). All invoices shall itemize charges to conform to Scope of Services and fees as set forth in Exhibits "A" and "B". CONTRACTOR shall prepare all invoices submitted to DISTRICT for payment in accordance with the terms of this Agreement and send the original invoice(s) to DISTRICT (Attention: Operations Engineering Section). All invoices shall contain, at a minimum, invoice number, invoice date, invoice total amount, remittance address, quantities, item descriptions, unit price, extensions and sales/use tax if applicable.

Except as specifically provided for and stated in this Agreement or Exhibit "B", DISTRICT shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

7. CONDUCT OF CONTRACTOR – CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.
8. SUBCONTRACTING- CONTRACTOR may, at CONTRACTOR's own expense, employ special contractors to accomplish the work covered by this Agreement; however, except as specifically provided in Exhibit "B" or as expressly identified in this Agreement, no portion of the services pertinent to this Agreement shall be subcontracted without prior written approval and authorization by DISTRICT.
9. TERMINATION – At any time during the term of this Agreement, DISTRICT may:

- A. Terminate this Agreement without cause upon providing CONTRACTOR thirty (30) days written notice stating the extent and effective date of termination; or
- B. Upon five (5) days written notice, terminate this Agreement for CONTRACTOR default, if CONTRACTOR 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, DISTRICT may proceed with the work in any manner deemed proper to DISTRICT.

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

In the event DISTRICT terminates this Agreement, DISTRICT 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 "A". Notwithstanding any of the other provisions of this Agreement, CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the duties hereunder; or if the Agreement is terminated pursuant to Section 19 (NON-DISCRIMINATION). In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement. The rights and remedies of DISTRICT 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.

10. PREVAILING WAGE-CONSULTANT shall comply with all applicable provisions of the California State Labor Code regarding prevailing wages, Department of Industrial Relations Division of Apprenticeship Standards Labor and Labor Codes. All workers shall be paid not less than the general prevailing rate of wages and benefits for work of a similar character in the locality in which the work is performed, as provided in Labor Code Sections 1770 et seq. Pursuant to the Labor Code, DISTRICT has obtained for the Board of Supervisors of DISTRICT from the Director of the Department of Industrial Relations, State of California, his determinations of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed, as set forth on the schedule which is on file at DISTRICT office, and which will be made available to any interested person upon request.
11. LICENSES – At all times, while performing services under this Agreement, CONTRACTOR its employees, agents and subcontractors shall possess and maintain all necessary permits, approvals, certificates, waivers and other exemptions as may be required by the applicable federal, state and local laws, regulations, rules and ordinances. CONTRACTOR shall comply with all applicable Federal, State and/or local licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code while performing services under this Agreement.
12. STANDARD OF CARE – While performing the services, CONTRACTOR shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONTRACTOR's profession practicing in the State of California and shall

use reasonable diligence and best judgment while exercising CONTRACTOR's professional skill and expertise. By executing this Agreement, CONTRACTOR represents and maintains that CONTRACTOR has the necessary experience and expertise to skillfully perform all services, duties and obligations required by this Agreement in an efficient and economical manner.

13. INSPECTION OF SERVICE: QUALITY CONTROL/ASSURANCE –All performance shall be subject to periodic inspection by DISTRICT or other regulatory agencies at all times. Within seven (7) days of completing FACILITY SUBTASKS, provide DISTRICT (Attention: Chief of Operations and Maintenance) with written notice that the FACILITY SUBTASKS is substantially complete and requesting that DISTRICT conduct a final inspection.

CONTRACTOR shall provide adequate cooperation to any inspector or DISTRICT representative to permit DISTRICT to determine CONTRACTOR's conformity with the terms of this Agreement.

Upon satisfactory performance of FACILITY SUBTASK after the final inspection, DISTRICT will provide CONTRACTOR with a Notice of Completion. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, DISTRICT shall have the right to require CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to DISTRICT. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected then DISTRICT shall have the right to (1) require CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of

the services performed or products provided DISTRICT may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by DISTRICT because of CONTRACTOR's failure to perform. CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement and shall allow a DISTRICT representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

14. INDEPENDENT CONTRACTOR – CONTRACTOR and the agents and employees of CONTRACTOR, shall act at all times in an independent capacity during the term of this Agreement and in the performance of the services to be rendered hereunder and shall not act as or shall not be and shall not in any manner be considered to be employees or agents of DISTRICT. CONTRACTOR shall not be entitled to any benefits payable to employees of DISTRICT including DISTRICT workers' compensation benefits. DISTRICT is not required to make any deductions from the compensation payable to CONTRACTOR under this Agreement, and as an independent contractor, CONTRACTOR hereby holds DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. Personnel performing any services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONTRACTOR shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social

security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

15. INSURANCE – CONTRACTOR shall not commence operations until DISTRICT 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.

Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold DISTRICT harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

- A. Workers' Compensation: If CONTRACTOR has employees as defined by the State of California, CONTRACTOR 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 DISTRICT.
- 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 CONTRACTOR's performance of its obligations hereunder. Policy shall name DISTRICT, the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents or 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 CONTRACTOR 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 DISTRICT, the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents or representatives as additional insureds.

D. General Insurance Provisions – All Lines:

- i. 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 County Risk Manager. If the County Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one (1) policy term.
- ii. CONTRACTOR 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 the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT and at the election of the County Risk Manager, CONTRACTOR's carriers shall either 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

- iii. CONTRACTOR shall cause their insurance carrier(s) to furnish DISTRICT 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 the County Risk Manager, 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 DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR's insurance carrier(s) policies do not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'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 DISTRICT 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.

- iv. It is understood and agreed by the parties hereto that CONTRACTOR's insurance shall be construed as primary insurance and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- v. 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, DISTRICT 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 the County Risk Manager's reasonable judgement, the amount or type of insurance carried by CONTRACTOR has become inadequate.
- vi. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- vii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.

viii. CONTRACTOR agrees to notify DISTRICT 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.

16. INDEMNIFICATION – CONTRACTOR shall indemnify and hold harmless DISTRICT, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as “Indemnitees”) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives (“Indemnitors”) from this Agreement.

CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR’s indemnification to Indemnitees as set forth herein.

CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this Section and California Civil Code Section 2782, this Section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

17. RECORDS AND DOCUMENTS – CONTRACTOR shall retain complete and accurate records relating to all documents and related records related to the nature and extent of CONTRACTOR's costs incurred while providing services authorized under this Agreement for at least five (5) years following the termination of this Agreement, including employee and expense records. These records shall, upon request, be made available for inspection by DISTRICT and regulatory agencies.
18. ASSIGNMENT – Neither this Agreement nor any part thereof shall be assigned by CONTRACTOR without the prior written consent of DISTRICT.
19. JURISDICTION/LAW/SEVERABILITY – This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable; the remaining provisions shall be declared severable and shall be given full force and effect to the extent possible.

Any legal action, in law or in equity related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. Prior to the filing of any legal action, the parties shall be obligated to attend a mediation session with a neutral mediator to try to resolve the dispute.

20. ALTERATION – No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
21. WAIVER – Any waiver by DISTRICT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of DISTRICT to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT from enforcement hereof.
22. CONFLICT OF INTEREST - CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.
23. NON-DISCRIMINATION – In the performance of the terms of this Agreement, CONTRACTOR shall not engage in nor permit others he may employ to engage in

discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735 and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), and the Federal Civil Rights Act of 1964 (P.L. 88-352).

24. DISPUTES – The Parties shall attempt to resolve any disputes at the working level. If such attempt is not successful, the dispute shall be referred to the senior management of the Parties to attempt resolution. Prior to the filing of any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The Parties shall share the cost of mediations.
25. NOTICES – Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Chief of Operations and
Maintenance Division

TEMECULA-ELSINORE-ANZA-
MURRIETA RESOURCE
CONSERVATION DISTRICT
(TEAMRCD)
P.O. Box 2078
Temecula, CA 92593
Attn: Rose Corona

26. NON-APPROPRIATION OF FUNDS – It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by and contingent upon the availability of

DISTRICT funds for the reimbursement of CONTRACTOR's fees. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONTRACTOR in writing of the termination of all or a portion of the FACILITY SUBTASKS issued pursuant to Section 4 of this Agreement. The FACILITY SUBTASKS identified in the DISTRICT's notification shall be deemed terminated and have no further force and effect immediately on receipt of DISTRICT's notification by CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to payment for work already completed in accordance with Section 4 and 5 (COMPENSATION AND PAYMENT).

27. DISCREPANCIES – In the event of any conflict between the terms of this Agreement and Exhibit "A" or Exhibit "B", the terms of this Agreement shall govern.
28. ENTIRE AGREEMENT – This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.

//

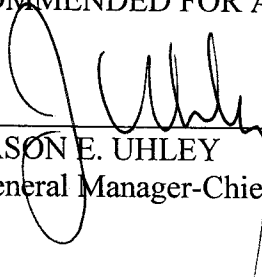
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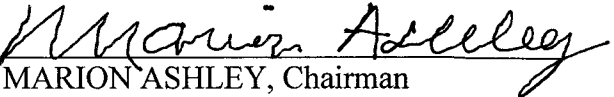
IN WITNESS WHEREOF, the parties hereto have executed this Contractor Services Agreement on

OCT 30 2018
(to be filled in by General Manager – Chief Engineer)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: 
JASON E. UHLEY
General Manager-Chief Engineer

By: 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water Conservation District Board of Supervisors

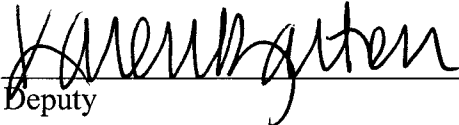
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

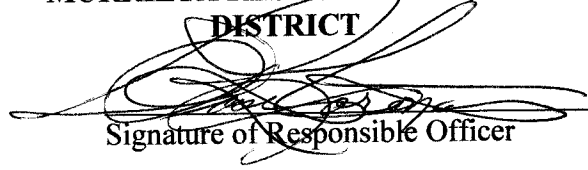
By: 
KRISTINE BELL-VALDEZ
Deputy County Counsel

By: 
Deputy

(SEAL)

Vegetation Management Contractor Services Agreement with Temecula-Elsinore-Anza-Murrieta Resource Conservation District
Channel Maintenance Services
Fiscal Year 2018-2023
10/11/2018

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



Signature of Responsible Officer

Rose Corona

Printed Name

PRESIDENT

Title

Contractor Services Agreement with Temecula-Elsinore-Anza-Murrieta Resource Conservation
District
Channel Maintenance Services
Fiscal Year 2018-2023
10/11/2018

EXHIBIT A

SCOPE OF SERVICES FY18-19

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						\$10,457.60	15%		\$ 12,026.24
Project Planning, Assessments & Regulatory Compliance						\$ 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
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	PRIORITY	STAFF TOTALS	MILEAGE	HERBICIDE	F&W FEE	TOTAL COST-NTE	TEAM RCD %	PROJECT ADMIN	FC-TOTAL
TEMECULA CREEK/PECHANGA	HIGH								

DISCUSSION/CONCERNS F&W	PRIORITY	STAFF TOTALS	MILEAGE	HERBICIDE	F&W FEE	TOTAL COST-NTE	TEAM RCD %	PROJECT ADMIN	FC-TOTAL
NEXT-BASED ON PERFORMANCE (ESTIMATES ONLY)	(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
TOTALS									\$ 241,787.86

MONITORING	PRIORITY	STAFF TOTALS	MILEAGE	HERBICIDE	F&W FEE	TOTAL COST-NTE	TEAM RCD %	PROJECT ADMIN	FC-TOTAL
To Be Conducted First - Fall 2018									
Bi-monthly monitoring x 26 weeks		26	403.15	468.60		12183.60	1827.54		\$ 14,011.14
Future Projects to be Completed After Green Projects									

CONTINGENCY	PRIORITY	STAFF TOTALS	MILEAGE	HERBICIDE	F&W FEE	TOTAL COST-NTE	TEAM RCD %	PROJECT ADMIN	FC-TOTAL
Contingency									\$ 29,212.57
GRAND TOTAL									\$ 400,000.00

Exhibit B

BUDGET

SAWA Jan 1, 2018 Billable Rates

Updated 8/31/18

Approved Board 12/20/17 / Approved 5/24/2018

SAWA Staff

USFWS

USFWS

USFWS project has
a 10% OH rate
added to final
invoice total

Name

Title

Billable
Rate

Billable Rate
w/out OH

added to final
invoice total

WHMS Manager		\$ 102.43	\$ 60.26	\$ 66.28
Field Supervisor - Effective 7/2/18		\$ 57.87	\$ 34.04	\$ 37.44
Field Supervisor - OT Effective 7/2/18		\$ 86.80	\$ 51.06	\$ 56.17
Biologist II		\$ 60.81	\$ 35.77	\$ 39.35
Biologist II - OT		\$ 91.22	\$ 53.66	\$ 59.02
Office Specialist - Effective 7/1/18		\$ 45.92	\$ 27.01	\$ 29.71
Office Specialist - OT Effective 7/1/18		\$ 64.19	\$ 37.76	\$ 41.53
WHMS Supervisor		\$ 82.91	\$ 48.77	\$ 53.65
WHMS Supervisor - Temporary Increase		\$ 87.06	\$ 51.21	\$ 56.34
Executive Director		\$ 145.15	\$ 85.38	\$ 93.92
Biology Assistant - Effective 7/30/18		\$ 39.45	\$ 17.25	\$ 18.97
Biology Assistant - OT Effective 7/30/18		\$ 59.18	\$ 25.87	\$ 28.46
Biologist II		\$ 62.26	\$ 36.62	\$ 40.28
Biologist II - OT		\$ 93.38	\$ 54.93	\$ 60.42
HRS Technicia		\$ 34.19	\$ 20.11	\$ 22.12
HRS Technician - OT		\$ 51.29	\$ 30.17	\$ 33.19
Aministrative Services Manager - Effective 7/1/18		\$ 95.48	\$ 56.17	\$ 61.78
Biologist II		\$ 57.87	\$ 34.04	\$ 37.44
Biologist II - OT		\$ 86.80	\$ 51.06	\$ 56.17
HRS Lead Technicia Effective 7/2/18		\$ 42.07	\$ 24.75	\$ 27.22
HRS Lead Technician - OT Effective 7/2/18		\$ 63.10	\$ 37.12	\$ 40.83
HRS Technician		\$ 34.19	\$ 20.11	\$ 22.12
HRS Technician - OT		\$ 56.79	\$ 33.40	\$ 36.74
HRS Lead Technician		\$ 46.55	\$ 27.38	\$ 30.12
HRS Lead Technician OT		\$ 69.84	\$ 41.08	\$ 45.19
Biologist II		\$ 61.71	\$ 36.30	\$ 39.93
Biologist II - OT		\$ 92.56	\$ 54.45	\$ 59.89
HRS Technician		\$ 37.86	\$ 22.27	\$ 24.50
HRS Technician - OT		\$ 56.79	\$ 33.40	\$ 36.74
HRS Manager		\$ 96.73	\$ 56.90	\$ 62.59
Biologist II		\$ 57.87	\$ 34.04	\$ 37.44
Biologist II - OT		\$ 86.80	\$ 51.06	\$ 56.17
HRS Technician		\$ 37.86	\$ 22.27	\$ 24.50
HRS Technician - OT		\$ 56.79	\$ 33.40	\$ 36.74
HRS Lead Technician		\$ 42.07	\$ 24.75	\$ 27.22
HRS Lead Technician - OT		\$ 63.10	\$ 37.12	\$ 40.83
HRS Technician		\$ 37.86	\$ 22.27	\$ 24.50
HRS Technician - OT		\$ 56.79	\$ 33.40	\$ 36.74
HRS Lead Technician		\$ 42.55	\$ 25.03	\$ 27.53
HRS Lead Technician OT		\$ 61.89	\$ 36.41	\$ 40.05

OT = Over Time Rates