

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



**ITEM:** 11.6  
(ID # 22803)

**MEETING DATE:**

Tuesday, August 29, 2023

**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, 3 Years, Fiscal Years 2023/2024 Through 2025/2026, CEQA Exempt, Districts 1, 2, and 3. [\$1,200,000 Total Cost – District Funds 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Finds that this Multi-Year Vegetation Management Contractor Services Agreement ("Agreement") is exempt from the California Environmental Quality Act ("CEQA") as it has been determined that the projects in the Agreement qualify for CEQA Categorical Exemptions pursuant to the CEQA Guidelines Section 15301, "Existing Facilities", and Section 15304(d), "Minor Alterations to Land";

Continued on Page 2

**ACTION:Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 8/16/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: August 29, 2023  
xc: Flood

Kimberly A. Rector  
Clerk of the Board

By   
Deputy

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

**RECOMMENDED MOTION:** That the Board of Supervisors:

2. Approve the between the Riverside County Flood Control and Water Conservation District ("District") and Temecula-Elsinore-Anza-Murrieta Resource Conservation District ("Contractor") for Fiscal Years 2023/2024 through 2025/2026;
3. Authorize the Chair of the District's Board of Supervisors to execute the Agreement documents with the Contractor on behalf of the District;
4. Authorize the General Manager-Chief Engineer or designee to take all necessary steps to implement the Agreement, including, but not limited to, negotiating, approving and executing any non-substantive amendments and any assignment and assumption associated with change of ownership of the company, subject to approval by County Counsel;
5. Authorize the District's General Manager-Chief Engineer to terminate the Agreement in accordance with the terms and conditions in the Agreement; and
6. Direct the Clerk of the Board to return two (2) executed Agreements to the District.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 400,000	\$ 400,000	\$ 1,200,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> (see source of funds below)			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 23/24-25/26	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Agreement sets the terms and conditions by which the Contractor and its sub-contractors will provide maintenance and rehabilitation services to multiple facilities in the District's Zones 3 and 7. The Contractor will provide maintenance assessments and vegetation management services within existing flood control facilities, properties and mitigation areas ("project").

The 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.

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

**Environmental Findings**

Based on the review of the Agreement, it has been determined that the projects in the Agreement qualify for CEQA Categorical Exemptions pursuant to the CEQA Guidelines Section 15301, "Existing Facilities", and Section 15304(d), "Minor Alterations to Land". Section 15301

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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 CEQA Guidelines Section 15300.2. The projects in the Agreement 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.

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

**Additional Fiscal Information**

Sufficient funding is available in the District's budget for Fiscal Year 2023/2024 and will be included in the proposed budget(s) for Fiscal Years 2024/2025 and 2025/2026, as appropriate.

**Project Funding Summary**

Fiscal Year 23/24 Estimated Project Cost (Zone 3)	\$5,000
Fiscal Year 23/24 Estimated Project Cost (Zone 7)	\$395,000
Fiscal Year 24/25 Estimated Project Cost (Zone 3)	\$5,000
Fiscal Year 24/25 Estimated Project Cost (Zone 7)	\$395,000
Fiscal Year 25/26 Estimated Project Cost (Zone 3)	\$5,000
Fiscal Year 25/26 Estimated Project Cost (Zone 7)	\$395,000
<b>Total Estimated Project Cost</b>	<b>\$1,200,000</b>

**SOURCE OF FUNDS:**

25130-947440-525440 Zone 3 Professional Services (1%)  
25170-947520-525440 Zone 7 Professional Services (99%)

**ATTACHMENTS:**

1. Vicinity Map
2. Multi-Year Vegetation Management Contractor Services Agreement

SK:blm  
P8/252310

  
Jason Farin, Principal Management Analyst

8/22/2023

  
Kristine Bell-Valdez, Supervising Deputy County Counsel

8/17/2023

VEGETATION MANAGEMENT CONTRACTOR SERVICES AGREEMENT  
Channel Maintenance and Restoration Services  
FY 2023-24 to FY 2025-26

This Contractor Services Agreement ("Agreement") dated as of August 29, 23 is entered into by and between the 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". DISTRICT and CONTRACTOR are sometimes individually referred to herein as a "party" and collectively as the "parties". The Parties hereby agree as follows:

1. PROJECT

Upon DISTRICT's written request, CONTRACTOR shall provide maintenance assessment and channel maintenance services for certain DISTRICT facilities, as further described in the Scope of Services, attached hereto and incorporated herein as Exhibit "A", in accordance with applicable federal, state and local laws and regulations. Additional DISTRICT facilities can be added to or removed from 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

AUG 29 2023 11.4

The term of this Agreement shall commence on the date the Agreement is executed by DISTRICT's Board of Supervisors and shall terminate on June 30, 2026. 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.

4. ANNUAL WORKPLAN MEETING

On or about August 1<sup>st</sup> of each year, DISTRICT and CONTRACTOR representatives shall meet ("ANNUAL WORKPLAN MEETING") and review projected activities, select facilities and set priorities. DISTRICT shall issue the projected activities and priorities for the 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 in accordance with approved FACILITY SUBTASKS listed in Exhibit "A" and the Compensation/Fee Rate Schedule as set forth in Exhibit "B", attached hereto and made a part hereof. DISTRICT agrees to pay CONTRACTOR for services performed for an annual amount up to and shall not exceed the total sum of Four Hundred Thousand Dollars (\$400,000) per fiscal year based on availability of fiscal funding. All price decreases (for example, if CONTRACTOR offers lower price to another governmental entity) shall automatically be extended to DISTRICT. No price increases shall be permitted during the first year of this Agreement.

6. PAYMENT

Within thirty (30) after execution of this Agreement, DISTRICT shall pay

CONTRACTOR 50 percent of the total SCOPE OF SERVICES amount per fiscal year. Upon satisfactory performance of FACILITY SUBTASKS, DISTRICT shall make payment to CONTRACTOR for the remaining 50 percent due for that facility after the Operations Engineering Section completes final inspection and within thirty (30) days after receipt of appropriate invoices(s). DISTRICT shall not pay interest or finance charges on any outstanding balance(s). CONTRACTOR shall keep employee and expense records according to customary accounting methods, and such records shall, upon request, be available for inspection by DISTRICT to verify CONTRACTOR's invoices.

CONTRACTOR's invoices shall itemize charges to conform to the SCOPE OF SERVICES and the Compensation/Fee Rate Schedule 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).

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. INVOICES

All work shall be invoiced in a timely manner. All invoices shall be mailed directly to DISTRICT (Attention: Operations Engineering Section).

- A. All invoices shall include invoice number, invoice date, invoice total amount, remittance address, quantities, item descriptions, unit price, extensions sales/use tax, if applicable, and Purchase Order Number associated with the approved FACILITY SUBTASKS (as provided by DISTRICT).
- B. Billing Period (indicating the date(s) when the services were rendered).  
Monthly invoices shall be mailed to DISTRICT no later than the 15<sup>th</sup> day of the month following the end of the Billing Period. Periodic single invoices shall be mailed within 45 business days of FACILITY SUBTASKS completion.  
Incomplete invoices will be returned to CONTRACTOR for correction.

9. PROJECT PERFORMANCE

A. Commencement of Services

CONTRACTOR shall commence performance of the services for FACILITY SUBTASKS upon receipt of DISTRICT's Notice to Proceed.

B. Time of Completion

Time is of the essence in the performance of this Agreement. CONTRACTOR shall complete services in accordance with the schedule(s) set forth in this Agreement.

10. LICENSES

At all times while performing services under this Agreement, CONTRACTOR, its employees, agents, contractors and subcontractors shall possess all necessary and appropriate federal and/or state permits and maintain professional licenses required by the applicable federal, state and local regulations. 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.

11. 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 and to fully and adequately complete each approved FACILITY SUBTASKS.

12. ERRORS AND OMISSIONS

In the event CONTRACTOR's data, technical studies, reports, plans, specifications, estimates, work products or any other documents furnished under this Agreement contain any errors or omissions that cause DISTRICT to incur additional expense beyond what would have otherwise resulted if there were no errors or omissions in CONTRACTOR's data, technical studies, reports, plans, specifications, estimates, work products or any other documents, any such additional expense shall be borne solely by CONTRACTOR. When the agreed upon SCOPE OF SERVICES to be performed by CONTRACTOR are not in conformance with the terms of this Agreement, DISTRICT shall have the right to require CONTRACTOR to perform the agreed upon SCOPE OF SERVICES in conformance with the terms of this Agreement at no additional cost to DISTRICT. When the agreed upon SCOPE OF SERVICES are not in conformance with the terms of this Agreement and are of such a nature that they cannot be corrected, 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 this Agreement and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event CONTRACTOR receives payment under this Agreement which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, CONTRACTOR shall promptly refund the disallowed amount to DISTRICT on request; or at its option, DISTRICT may offset the amount disallowed from any payment due to CONTRACTOR.

13. PERMITS AND RIGHTS OF ENTRY

DISTRICT shall obtain all necessary rights of entry that may be required in order for CONTRACTOR to perform the services stipulated by an approved Task Order within and upon privately-owned property. CONTRACTOR shall obtain all necessary permits or rights of entry that may be required in order for CONTRACTOR to perform the services stipulated by an approved Task Order from any and all affected public entities. Sufficient evidence of having obtained such permits and/or rights of entry shall be furnished to DISTRICT by CONTRACTOR prior to initiation of work. CONTRACTOR shall prosecute the work in such a manner as to minimize public inconvenience and possible hazard and shall restore the streets and other work areas to their original condition and former usefulness as soon as practicable. CONTRACTOR shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

14. NOTICES

Any and all notices sent or required to be sent to 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 Division	TEMECULA-ELSINORE-ANZA- MURRIETA RESOURCE CONSERVATION DISTRICT (TEAMRCD) Post Office Box 2078 Temecula, CA 92593
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Attn: Teri Biancardi

15. REQUIRED 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 attachments as required in this Section. As respects to the insurance section, DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

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 as additional insured. 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 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 DISTRICT's Risk Manager. If DISTRICT's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one 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 DISTRICT 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 DISTRICT's 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, and 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 DISTRICT Risk Manager, provide original certified copies of policies, including all endorsements and all attachments 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.
- iv. 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 attachments 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.

- v. 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.
- vi. 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, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement if, in DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by CONTRACTOR has become inadequate.
- vii. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- ix. 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. QUALITY CONTROL

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: Operations Engineering Section) with written notice that 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 SUBTASKS 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.

17. TERMINATION

At any time during the term of this Agreement, DISTRICT may:

a. Agreement

- i. Terminate this Agreement without cause upon providing CONTRACTOR thirty (30) business days written notice stating the extent and effective date of termination; or
- ii. Upon five (5) business 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 such manner it deems appropriate.

In the event DISTRICT issues a Notice of Termination, CONTRACTOR shall i) stop all work under this Agreement on the date specified in the Notice of Termination and ii) transfer to DISTRICT (Attention: Operations Engineering Section) and deliver in the manner and to the extent, if any, as directed by DISTRICT any work product, equipment, files, records, data or reports prepared by CONTRACTOR, whether partially or fully completed.

In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for all services performed in accordance with this Agreement to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually bear to the total services necessary for performance of this Agreement. 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 of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the duties hereunder; or if the Agreement is terminated pursuant to Section 29 (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.

b. Approved FACILITY SUBTASKS

Terminate approved FACILITY SUBTASKS or portion thereof without cause upon providing CONTRACTOR fourteen (14) days written notice stating the extent and effective date of termination. In the event DISTRICT issues a Notice of Termination for approved FACILITY SUBTASKS, CONTRACTOR shall i) stop all work under FACILITY SUBTASKS on the date specified in the Notice of Termination and ii) transfer to DISTRICT (Attention: Operations Engineering Section) and deliver in the manner and to the extent, if any, as directed by DISTRICT any work product, data or reports prepared by CONTRACTOR, whether partially or fully completed.

In the event DISTRICT terminates an approved FACILITY SUBTASKS, DISTRICT shall make payment for all services satisfactorily performed in accordance with the negotiated FACILITY SUBTASKS to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under FACILITY SUBTASKS as the services actually bear to the total services necessary for performance of FACILITY SUBTASKS.



18. BASIC SERVICES OF CONTRACTOR

SCOPE OF SERVICES associated with the performance of any specific FACILITY SUBTASKS under this Agreement shall be expressly defined and agreed upon prior to commencing work. Any changes to the approved SCOPE OF SERVICES must be authorized by DISTRICT's Operations Engineering Section and shall be made in accordance with Section 23 (CHANGES TO SCOPE OF SERVICES).

All work prepared by CONTRACTOR shall be subject to the approval of DISTRICT's Operations Engineering Section. CONTRACTOR shall allow DISTRICT to inspect and review CONTRACTOR's work in progress at any reasonable time. All reports, working papers and similar work products prepared for submission in the course of providing services under this Agreement shall be submitted to DISTRICT (Attn: Operations Engineering Section) in draft form. In the event that DISTRICT, determines the formally submitted work product to be incomplete or otherwise inadequate, CONTRACTOR may be required to revise and resubmit the work at no additional cost to DISTRICT. Should CONTRACTOR fail to make requested corrections in a timely manner, such corrections may be made by DISTRICT and the cost thereof charged to CONTRACTOR. Neither DISTRICT's review nor approval shall give rise to any liability or responsibility on the part of DISTRICT, or waive any of DISTRICT's rights, or relieve CONTRACTOR of its professional responsibilities or obligations under this Agreement.

19. PREVAILING WAGE

CONTRACTOR 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.

20. INDEPENDENT CONTRACTOR/NON-EXCLUSIVE AGREEMENT

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. This is not an exclusive agreement between DISTRICT and CONTRACTOR, and DISTRICT may obtain the same or similar services from another firm if DISTRICT determines that is appropriate. DISTRICT is not obligated to have CONTRACTOR provide a specific minimum amount of services pursuant to this Agreement.

21. SUBCONTRACTING

CONTRACTOR may, at CONTRACTOR's own expense, retain or employ sub-contractors to accomplish certain portions of the work covered by this Agreement. However, except as specifically provided in the Compensation/Fee Rate Schedule attached to this Agreement 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.

Should one or more of the sub-contractors, as identified in the Compensation/Fee Rate Schedule attached to this Agreement or as expressly identified in this Agreement, become unavailable, CONTRACTOR may substitute other sub-contractors of equal or greater competence upon written approval by DISTRICT. In the event that DISTRICT and CONTRACTOR cannot agree as to the substitution of the sub-contractor, DISTRICT may terminate FACILITY SUBTASKS, pursuant to the applicable provisions of this Agreement.

In the event CONTRACTOR subcontracts any portion of CONTRACTOR's duties under this Agreement, CONTRACTOR shall require its sub-contractors to comply with the terms of this Agreement in the same manner as required of CONTRACTOR. The fact that CONTRACTOR employs sub-contractors not in its regular employ shall not relieve CONTRACTOR of any responsibility regarding the adequacy of the sub-contractor's work performed or services provided pursuant to this Agreement.

22. CHANGES TO SCOPE OF SERVICES

CONTRACTOR shall not perform any additional work or services outside the SCOPE OF SERVICES without the prior written approval of DISTRICT's Operations Engineering Section. If, at any time during the performance of an approved FACILITY SUBTASKS, CONTRACTOR believes that it is necessary to include certain work or services which are not clearly covered under the scope of an approved FACILITY SUBTASKS, CONTRACTOR shall immediately notify DISTRICT (Attn: Operations Engineering Section) in writing of CONTRACTOR's assertion that the work is out of scope. Said notification by CONTRACTOR to DISTRICT shall not in any way be construed as proving that the work or services in question are outside the scope of FACILITY SUBTASKS. DISTRICT's Operations Engineering Section must approve or reject CONTRACTOR's assertion in writing. In

the event DISTRICT determines that CONTRACTOR is correct, the additional work or services shall be authorized by a new or revised SCOPE OF SERVICES that covers the new scope, cost and schedule. In the event that such notification is not given or if DISTRICT is not afforded an opportunity to negotiate the appropriate fee for such additional services prior to CONTRACTOR's commencement of such additional services, then CONTRACTOR shall be deemed to have agreed to perform the work or services without any additional compensation and to have accepted sole responsibility for the performance of said work or services. Extra work done or services performed without a new or revised SCOPE OF SERVICES from DISTRICT shall be considered unauthorized and shall not be paid for by DISTRICT.

At any time during the performance of an approved FACILITY SUBTASKS, DISTRICT may request that CONTRACTOR perform extra services. Any work which is determined by DISTRICT to be necessary for the proper completion of the approved FACILITY SUBTASKS, but which neither CONTRACTOR nor DISTRICT reasonably anticipated would be necessary at the time the SCOPE OF SERVICES for the assigned FACILITY SUBTASKS was approved, must be authorized by DISTRICT by a new or revised SCOPE OF SERVICES.

At any time during the performance of FACILITY SUBTASKS, DISTRICT, upon providing five (5) business days written notice to CONTRACTOR, may delete services and the associated fees from FACILITY SUBTASKS. In the event DISTRICT requests deletion of services from FACILITY SUBTASKS, DISTRICT shall make payment for all services satisfactorily performed in accordance with the negotiated FACILITY SUBTASKS up to the effective date of deletion; the amount of the payment shall be prorated to the total services necessary for completion of FACILITY SUBTASKS. Any work product developed for the deleted services shall be provided

to DISTRICT (Attention: Operations Engineering Section).

23. DISPUTES

- a. In the event CONTRACTOR considers any work demanded of CONTRACTOR to be outside the requirements of this Agreement, or if CONTRACTOR considers any order, instruction or decision of DISTRICT to be unfair, CONTRACTOR shall promptly, upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon CONTRACTOR shall proceed without delay to perform the work or to conform to the order, instruction or decision. However, if CONTRACTOR finds such order, instruction or decision unsatisfactory, CONTRACTOR shall, within twenty-one (21) calendar days after receipt of same, file a written protest with DISTRICT stating clearly and in detail its objections and reasons therefor. Except for such protests or objections as are made of record in the manner specified and within the time stated herein, and except for such instances where the basis of a protest could not reasonably have been foreseen by CONTRACTOR within the time limit specified for protest, CONTRACTOR hereby waives all grounds for protests or objections to orders, instruction or decisions of DISTRICT and hereby agrees that, as to all matters not included in such protests, the orders, instructions and decisions of DISTRICT will be limited to matters properly falling within DISTRICT's authority.
- b. Any controversy or claim arising out of or relating to this Agreement which cannot be resolved by mutual agreement may be settled by arbitration, provided that parties hereto mutually agree to submit to arbitration.
- c. Neither the pendency of a dispute nor its consideration by arbitration shall excuse CONTRACTOR from full and timely performance in accordance with the terms of this Agreement.

24. ASSIGNMENT

Neither this Agreement nor any part thereof shall be assigned by CONTRACTOR without the prior written consent of DISTRICT and approval by DISTRICT Board of Supervisors. The following events shall not be deemed an assignment and would not require prior written consent by DISTRICT:

- A. A partner in a partnership may transfer all or part of his/her or its interest in the partnership to 1) another partner of the partnership; 2) by intestate succession or testamentary disposition on the partner's death; 3) by a gift to a partner's spouse or children, to a trustee for the partner's spouse or children, or both or 4) to a corporation if, immediately after the transfer, the partner making the transfer continues to own at least 50 percent of that corporation's voting shares.
- B. Any merger, consolidation or other reorganization of CONTRACTOR, or the sale of other transfer of a non-controlling percentage of the capital stock or interest of CONTRACTOR, or the sale of not more than 50 percent of the value of CONTRACTOR's assets.

For any of the above events not deemed as an assignment, such events shall require written notice to DISTRICT at least 30 days prior to the occurrence of such event.

25. 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.

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

27. 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 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.

28. NON-DISCRIMINATION

In the performance of the terms of this Agreement, CONTRACTOR shall not engage in nor permit others he/she may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

29. 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. This Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT's notification by CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to reimbursement of its costs in accordance with Section 5 (COMPENSATION) and Section 6 (PAYMENT).

30. INDEMNIFICATION

A. Basic Indemnity

To the fullest extent permitted by applicable law, 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 and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, breach of contract), recklessness or willful misconduct on the part of CONTRACTOR or its sub-contractors or their respective employees, agents, representatives or independent contractors or liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, contractors, 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, contractors, subcontractors, agents or representatives ("Indemnitors") from this Agreement.

"Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgments, settlements and expenses, including, without limitation, full and actual attorney's fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.

CONTRACTOR further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions or proceedings made by agents, employees or subcontractors of CONTRACTOR for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for DISTRICT pursuant to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONTRACTOR to indemnify and hold harmless any Indemnitee.

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 with 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.

- B. CONTRACTOR agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in sections 31, A and B from each and every Subcontractor of every Tier. CONTRACTOR's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and CONTRACTOR costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

31. FORCE MAJEURE

If either of Parties cannot comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated,

such as acts of God, acts of war, civil disorders or other similar acts, such party shall not be held liable for such failure to comply.

32. RECORD RETENTION/AUDIT

CONTRACTOR shall retain complete and accurate records relating to all reports, documents and related records documents, including 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. These records shall, upon request, be made available for inspection by DISTRICT.

DISTRICT, the County of Riverside, the State of California or any of their duly authorized representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement.

CONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

33. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Parties hereto with respect to the subject matter hereof. Any modifications to the terms of this Agreement must be in writing and signed by Parties herein.

34. COUNTERPARTS: ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA" Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. Parties further agree that the electronic signatures of Parties included in this Agreement are intended to

authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by Party using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

//

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

8/29/23

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By: J. Uhley  
JASON E. UHLEY  
General Manager-Chief Engineer

By: Karen S. Spiegel  
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN  
County Counsel  
By: Minh C. Tran  
KRISTINE BELL-VALDEZ  
Supervising Deputy County Counsel

KIMBERLY RECTOR  
Clerk of the Board  
By: Kimberly Rector  
Deputy

(SEAL)

Vegetation Management Contractor Services Agreement with Temecula-Elsinore-Anza-  
Murrieta Resource Conservation District  
Channel Maintenance Services  
Fiscal Year 2023-2026  
08/03/23

SK:blm

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

DocuSigned by:  
*THERESA BIANCARDI*  
05C82ACBC6BF44E...  
\_\_\_\_\_  
Signature of Responsible Officer

THERESA BIANCARDI  
\_\_\_\_\_  
Printed Name

President, TEAMRCD  
\_\_\_\_\_  
Title

Vegetation Management Contractor Services Agreement with Temecula-Elsinore-Anza-  
Murrieta Resource Conservation District  
Channel Maintenance Services  
Fiscal Year 2023-2026  
08/03/23

SK:blm

**Certificate Of Completion**

Envelope Id: 0F4C75B911B54A0BA1D14BC2C3D4D315 Status: Completed  
 Subject: Here is your signed document: Vegetation Management - Final AG.pdf  
 Source Envelope:  
 Document Pages: 30 Signatures: 1 Envelope Originator:  
 Certificate Pages: 1 Initials: 0 THERESA BIANCARDI  
 AutoNav: Enabled teribiancardi@icloud.com  
 Envelope Stamping: Enabled IP Address: 47.149.72.234  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

**Record Tracking**

Status: Original Holder: THERESA BIANCARDI Location: DocuSign  
 8/11/2023 1:40:20 PM teribiancardi@icloud.com

**Signer Events**

THERESA BIANCARDI  
 teribiancardi@icloud.com  
 President, TEAMRCD  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
05CB2ACBC8BF44E...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 47.149.72.234

**Timestamp**

Sent: 8/11/2023 1:40:43 PM  
 Viewed: 8/11/2023 1:40:55 PM  
 Signed: 8/11/2023 1:42:09 PM  
 Freeform Signing

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

SaKhan@Rivco.org

Security Level: Email, Account Authentication (None)

COPIED

Sent: 8/11/2023 1:42:10 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent	Hashed/Encrypted	8/11/2023 1:40:43 PM
Certified Delivered	Security Checked	8/11/2023 1:40:55 PM
Signing Complete	Security Checked	8/11/2023 1:42:09 PM
Completed	Security Checked	8/11/2023 1:42:10 PM

**Payment Events**

**Status**

**Timestamps**

# Exhibit "A"

## BUDGET #1 CURRENT PROJECTS WITH BIOMASS REMOVAL JULY 1st, 2023 to JUNE 30th, 2024

PROJECT NAME	PRIORITY	STAFF TOTALS	MILEAGE	EQUIPMENT	HERBICIDE	F&W FEE	TOTAL COST-NTE	15%	5% OF PROJECT STAFF TIME	FC - Total	Notes	# of Days Per year
TRANSIENT MONITORING	HIGH	\$ 22,500.00	\$ 3,076.32	\$ -	\$ -	\$ 350.50	\$ 25,926.82	\$ 3,889.02	\$ 1,125.00	\$ 30,940.84	on-going bi-weekly	26
PROJECT DEVELOPMENT & ADMIN	HIGH	\$ 24,750.00	\$ 5,000.00	\$ -	\$ -	\$ 350.50	\$ 30,100.50	\$ 4,515.08	\$ 1,237.50	\$ 35,853.08	on-going	
HELEASH MITIGATION SITE	MEDIUM	\$ 19,941.60	\$ 814.32	\$ -	\$ 1,250.00	\$ 350.50	\$ 22,356.42	\$ 3,353.46	\$ 997.08	\$ 26,706.96	Minimal on-going maintenance needed --> 6 days per treatment	8
HILDY	LOW	\$ 4,985.40	\$ 135.72	\$ -	\$ 750.00	\$ 350.50	\$ 6,221.62	\$ 933.24	\$ 249.27	\$ 7,404.13	Minimal on-going maintenance needed --> 1 day per treatment	2
MORGAN VALLEY WASH	MEDIUM	\$ 14,956.20	\$ 668.16	\$ 2,500.00	\$ 2,500.00	\$ 350.50	\$ 20,974.86	\$ 3,146.23	\$ 747.81	\$ 24,868.90	Medium tamarisk infestation --> 3 days per treatment	6
MURRIETA CREEK-LINE F	LOW	\$ 2,492.70	\$ 130.50	\$ -	\$ 350.00	\$ 350.50	\$ 3,323.70	\$ 498.56	\$ 124.64	\$ 3,946.89	Minimal on-going maintenance needed - 1 day per year	1
PALOMAR CORYDON CHANNEL	LOW	\$ 2,492.70	\$ 132.24	\$ -	\$ 350.00	\$ 350.50	\$ 3,325.44	\$ 498.82	\$ 124.64	\$ 3,948.89	Minimal on-going maintenance needed --> 0.5 day per treatment	1
SANTA GERTRUDIS CREEK	HIGH	\$ 49,854.00	\$ 1,837.44	\$ 3,000.00	\$ 3,250.00	\$ 350.50	\$ 58,291.94	\$ 8,743.79	\$ 2,492.70	\$ 69,528.43	Minimal on-going maintenance needed --> 10 days per treatment; large project area.	20
TEMECULA CREEK AD 159	MEDIUM	\$ 29,912.40	\$ 960.48	\$ 3,000.00	\$ 2,250.00	\$ 350.50	\$ 36,473.38	\$ 5,471.01	\$ 1,495.62	\$ 43,440.01	Minimal on-going maintenance needed --> 6 days per treatment	12
TUCALOTA CREEK PHASE I & II	LOW	\$ 4,985.40	\$ 132.24	\$ -	\$ 400.00	\$ 350.50	\$ 5,868.14	\$ 880.22	\$ 249.27	\$ 6,997.63	Minimal on-going maintenance needed --> 1 day per treatment	2
TUCALOTA CREEK PHASE III	HIGH	\$ 4,985.40	\$ 132.24	\$ -	\$ 400.00	\$ 350.50	\$ 5,868.14	\$ 880.22	\$ 249.27	\$ 6,997.63	Minimal on-going maintenance needed --> 1 day per treatment	2
VV CHANNEL	HIGH	\$ 4,985.40	\$ 160.08	\$ -	\$ 400.00	\$ 350.50	\$ 5,895.98	\$ 884.40	\$ 249.27	\$ 7,029.65	Minimal on-going maintenance needed --> 1 day per treatment	2
WARM SPRINGS/FRENCH VALLEY	HIGH	\$ 29,912.40	\$ 1,252.80	\$ 2,500.00	\$ 2,750.00	\$ 350.50	\$ 36,765.70	\$ 5,514.86	\$ 1,495.62	\$ 43,776.18	Minimal on-going maintenance needed --> 6 days per treatment; large project area	12
WARM SPRINGS/BENTON CHANNEL	MEDIUM	\$ 29,912.40	\$ 1,284.12	\$ 2,500.00	\$ 2,750.00	\$ 350.50	\$ 36,797.02	\$ 5,519.55	\$ 1,495.62	\$ 43,812.19	Minimal on-going maintenance needed --> 6 days per treatment; large project area	12
WILDOMAR CHANNEL	LOW	\$ 2,492.70	\$ 135.72	\$ -	\$ 350.00	\$ 350.50	\$ 3,328.92	\$ 499.34	\$ 124.64	\$ 3,952.89	Minimal on-going maintenance needed --> 0.5 day per treatment	1
<b>GRAND TOTALS</b>		<b>\$ 249,158.70</b>	<b>\$ 15,852.38</b>	<b>\$ 13,500.00</b>	<b>\$ 17,750.00</b>	<b>\$ 5,257.50</b>	<b>\$ 301,518.58</b>	<b>\$ 45,227.79</b>	<b>\$ 12,457.94</b>	<b>\$ 359,204.30</b>		<b>107.00</b>



# Exhibit "B"

<b>BUDGET</b>		<b>SAWA Jan 1, 2023 Billable Rates</b>		<b>Updated 1/9/23</b>	
<b>SAWA Staff</b>		<b>Draft for Board Approval on 12/15/22</b>		<b>USFWS</b>	
<b>Name</b>		<b>Billable Rate</b>	<b>Billable Rate w/out OH</b>	<b>10% OH rate added to final invoice total</b>	
Abe, Masanori	Biologist I	\$ 75.13	\$ 40.61	\$ 44.67	
Abe, Masanori	Biologist I - OT	\$ 112.70	\$ 60.92	\$ 67.01	
Aimar, Melody	Biological Program Manager	\$ 191.80	\$ 103.67	\$ 114.04	
Arellano, Maria	Office Specialist	\$ 77.73	\$ 42.02	\$ 46.22	
Arellano, Maria	Office Specialist - OT	\$ 116.60	\$ 63.03	\$ 69.33	
Alicia Barajas	Field Assistant	\$ 36.17	\$ 21.60	\$ 23.76	
Alicia Barajas	Field Assistant - OT	\$ 54.25	\$ 31.47	\$ 34.62	
Barrett, Max	Field Supervisor	\$ 93.05	\$ 50.30	\$ 55.33	
Barrett, Max	Field Supervisor - OT	\$ 139.58	\$ 75.45	\$ 82.99	
Beckman, Allyson	WHMS Supervisor	\$ 140.43	\$ 75.91	\$ 83.50	
Brady, Brian	Executive Director	\$ 225.20	\$ 121.73	\$ 133.90	
Burton, Jessica	Biologist III	\$ 88.88	\$ 48.04	\$ 52.84	
Burton, Jessica	Biologist III - OT	\$ 133.31	\$ 72.06	\$ 79.27	
Carpenter, Jenna	Biology I	\$ 75.90	\$ 41.03	\$ 45.13	
Carpenter, Jenna	Biology I - OT	\$ 113.85	\$ 61.54	\$ 67.69	
El Morsy, Jennette	Aministrative Services Manager	\$ 155.11	\$ 83.84	\$ 92.23	
Falatek, Patience	Biologist II	\$ 88.88	\$ 48.04	\$ 52.84	
Falatek, Patience	Biologist II - OT	\$ 133.31	\$ 72.06	\$ 79.27	
Gaeta, Erica	Biology I	\$ 70.86	\$ 38.30	\$ 42.13	
Gaeta, Erica	Biology I - OT	\$ 106.29	\$ 57.45	\$ 63.20	
Garcia, Michael	HRS Technician	\$ 55.94	\$ 30.24	\$ 33.26	
Garcia, Michael	HRS Technician	\$ 83.92	\$ 45.36	\$ 49.90	
Hernandez, Arcenio	HRS Lead Technician	\$ 74.87	\$ 40.47	\$ 44.52	
Hernandez, Arcenio	HRS Lead Technician OT	\$ 112.31	\$ 60.71	\$ 66.78	
Jimenez, Samuel	HRS Technician	\$ 60.62	\$ 32.77	\$ 36.04	
Jimenez, Samuel	HRS Technician - OT	\$ 90.93	\$ 49.15	\$ 54.07	
Kuznicki, Kimberly	Administrative Assistant	\$ 66.20	\$ 35.79	\$ 39.37	
Kuznicki, Kimberly	Administrative Assistant - OT	\$ 99.31	\$ 53.68	\$ 59.05	
Law, James	HRS Manager	\$ 155.11	\$ 83.84	\$ 92.23	
Munguia, Margarita	HRS Technician	\$ 56.43	\$ 30.50	\$ 33.55	
Munguia, Margarita	HRS Technician - OT	\$ 84.65	\$ 45.76	\$ 50.33	
O'Keeffe, Kevin	HRS Lead Technician	\$ 62.11	\$ 33.57	\$ 36.93	
O'Keeffe, Kevin	HRS Lead Technician OT	\$ 93.17	\$ 50.36	\$ 55.40	
Patora, Faydra	HRS Technician	\$ 55.86	\$ 30.19	\$ 33.21	
Patora, Faydra	HRS Technician - OT	\$ 83.79	\$ 45.29	\$ 49.82	
Pinckard, Nathan	Biologist I	\$ 73.49	\$ 39.72	\$ 43.70	
Pinckard, Nathan	Biologist I - OT	\$ 110.23	\$ 59.58	\$ 65.54	
Porterfield, Britton	HRS Skilled Technician	\$ 65.58	\$ 35.45	\$ 38.99	
Porterfield, Britton	HRS Skilled Technician - OT	\$ 98.37	\$ 53.17	\$ 58.49	
Savage, Joshua	HRS Technician	\$ 54.48	\$ 29.45	\$ 32.40	
Savage, Joshua	HRS Technician - OT	\$ 81.72	\$ 44.18	\$ 48.59	
Schauer, Lisa	Biology II	\$ 78.47	\$ 42.42	\$ 46.66	
Schauer, Lisa	Biology II - OT	\$ 117.71	\$ 63.63	\$ 69.99	

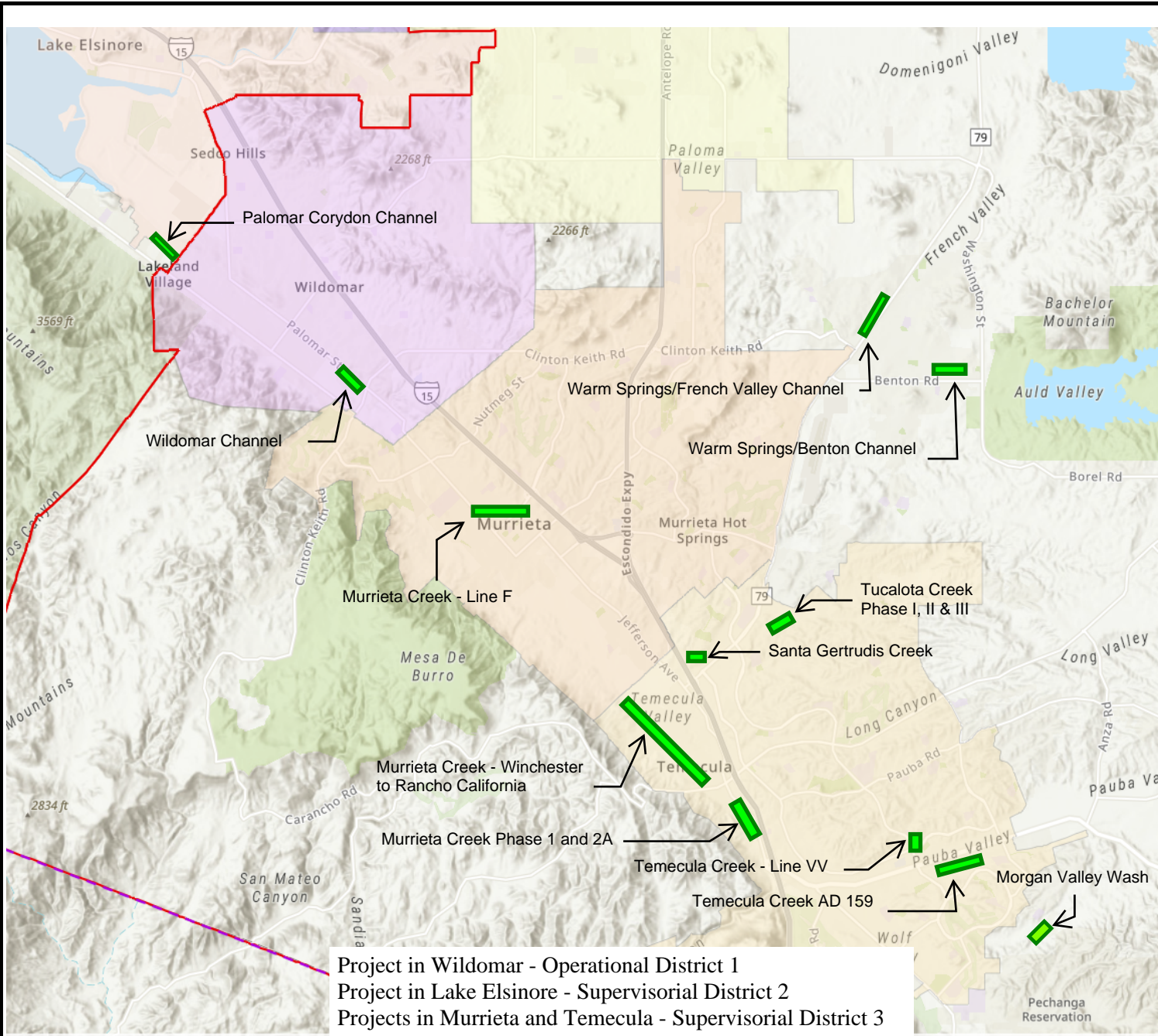
HRS Staff	HRS PW - Chainsaw Operator	\$ 107.91	\$ 58.33	\$ 64.16
HRS Staff	HRS PW - Chainsaw Operator <b>OT</b>	\$ 186.22	\$ 100.66	\$ 110.73
HRS Staff	HRS PW - Green Climber Operator	\$ 135.25	\$ 73.11	\$ 80.42
HRS Staff	HRS PW - Green Climber Operator <b>OT</b>	\$ 179.52	\$ 97.04	\$ 106.74

**OT = Over Time Rates**

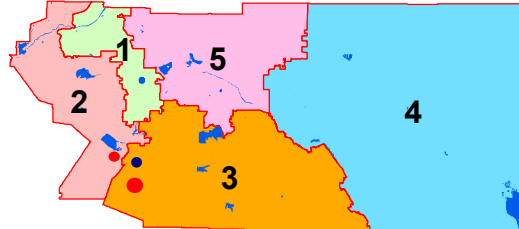
<b>OCWD</b>			USFWS	USFWS
Name	Title	Billable Rate	Rate w/out OH	has a 10% OH rate added to final
Macbeth, Cameron	Field Biologist	\$ 114.93	\$ 62.13	\$ 68.34

<b>SEASONAL/CONTRACT BIOLOGISTS</b>			USFWS	USFWS
Name	Title	Billable Rate	Billable Rate w/out OH	USFWS project has a 10% OH rate added to final invoice total
Hoffman, Sue	Biologist II	\$ 64.75	\$ 35.00	\$ 38.50

<b>Seasonal Field Assistants</b>			USFWS	USFWS
Name	Title	Billable Rate	Billable Rate w/out OH	USFWS project has a 10% OH rate added to final invoice total
Seasonal Assistant	Field Assistant	\$ 31.45	\$ 20.98	\$ 23.08
Seasonal Assistant	Field Assistant - <b>OT</b>	\$ 47.18	\$ 31.47	\$ 34.62



Project in Wildomar - Operational District 1  
 Project in Lake Elsinore - Supervisorial District 2  
 Projects in Murrieta and Temecula - Supervisorial District 3



**Legend**

- Project Vicinity
- Supervisorial District
- Operational District 1

**Description**

Vegetation Management Contractor  
 Services Agreement  
 Channel Maintenance and  
 Restoration Services  
 (FY's 2023-2026)



# VICINITY MAP

