



MISSION RESOURCE CONSERVATION DISTRICT

138 S. Brandon Rd, Fallbrook, CA 92028

Board Meeting, Monday – March 16, 2026

3:00 p.m.

AGENDA

I. CALL TO ORDER

II. Welcome Guests

III. Roll Call, Determination of Quorum

IV. Additions to the Agenda (Gov. Code 54954.2(b))

In accordance with Government Code Section 54954.2 (the Brown Act), additions/changes to the agenda generally require a determination by a two-thirds majority vote of the members of the Board present at the meeting, or, if less than two-thirds of the members present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the District subsequent to the agenda being posted.

V. Oral Communications to the Board of Directors (Gov. Code 54954.3 (a))

This portion of the agenda may be used by any person to address the Board of Directors on any matter within the jurisdiction of Mission Resource Conservation District. However, depending on the subject matter, the Board of Directors may be unable to respond to at this time until the specific item is placed on the addenda at a future meeting in accordance with the Brown Act. Speakers are limited to three minutes.

SECTION 1 – CONSENT ITEMS

Consent Calendar items are routine and non-controversial, to be acted upon by the Board at one time without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Consent Calendar, it shall be removed so that it may be acted upon separately.

1-A: Treasurer's Reports

1-B: Monthly Expenses

1-C: Minutes – 11/17/2025

SECTION 2 – STAFF, OTHER AGENCY, DIRECTOR, COMMITTEE REPORTS

2-A: NRCS Report

2-B: District Manager Report

2-C: Directors' Reports

2-D: Legislative Updates

2-E: Board Committee Reports



SECTION 3 – CORRESPONDENCE

SECTION 4 – BOARD ACTION / DISCUSSION ITEMS

4-1 : Legal Council

4-2: Board Member updates and appointments

4-3: Bank Signers

4-4 : LAFCO MSR

SECTION 5 – LEGAL MATTERS

SECTION 6 – AGENDA SUGGESTIONS - NEXT MEETING May 18, 2026 & ADJOURNMENT

Monthly Transaction Report -
MISSION RESOURCE CONSERVATION DIST
November 1-30, 2025

DISTRIBUTION ACCOUNT	TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT FULL NAME	CLEARED	AMOUNT
Five Star Bank -Checking								
Beginning Balance								
Five Star Bank -Checking	11/04/2025	Bill Payment (Check)	EFT110425	Verizon	CB001022057	Five Star Bank -Checking	Reconciled	-34.90
Five Star Bank -Checking	11/04/2025	Bill Payment (Check)	1382	Landscape One Inc.		Five Star Bank -Checking	Reconciled	-1,790.00
Five Star Bank -Checking	11/04/2025	Bill Payment (Check)	1383	Fallbrook Regional Health District		Five Star Bank -Checking	Reconciled	-800.00
Five Star Bank -Checking	11/04/2025	Bill Payment (Check)	1384	Springston Design		Five Star Bank -Checking	Reconciled	-200.00
Five Star Bank -Checking	11/06/2025	Payment	3525	CARCD-WCB Grant		Five Star Bank -Checking	Reconciled	9,731.25
Five Star Bank -Checking	11/07/2025	Journal Entry	PPE110525			Five Star Bank -Checking	Reconciled	-7,525.79
Five Star Bank -Checking	11/07/2025	Journal Entry	PPE110525		Check No. 1375	Five Star Bank -Checking	Reconciled	-2,514.81
Five Star Bank -Checking	11/07/2025	Journal Entry	TAX110525		CA State Taxes	Five Star Bank -Checking	Reconciled	-517.87
Five Star Bank -Checking	11/07/2025	Journal Entry	TAX110525		FED W/H Taxes	Five Star Bank -Checking	Reconciled	-2,835.41
Five Star Bank -Checking	11/12/2025	Bill Payment (Check)	1385	L. Andersen Water Management		Five Star Bank -Checking	Reconciled	-400.00
Five Star Bank -Checking	11/14/2025	Payment		SDCWA		Five Star Bank -Checking	Reconciled	1,615.80
Five Star Bank -Checking	11/18/2025	Bill Payment (Check)	1386	Susan Liebes		Five Star Bank -Checking	Reconciled	-28.06
Five Star Bank -Checking	11/18/2025	Transfer				Five Star Bank -Checking	Reconciled	50,000.00
Five Star Bank -Checking	11/20/2025	Transfer				Five Star Bank -Checking	Reconciled	16,000.00
Five Star Bank -Checking	11/21/2025	Journal Entry	PPE111925			Five Star Bank -Checking	Reconciled	-8,880.17
Five Star Bank -Checking	11/21/2025	Journal Entry	PPE111925		Check No. 1387	Five Star Bank -Checking	Reconciled	-1,669.91
Five Star Bank -Checking	11/21/2025	Journal Entry	TAX111925		CA State Taxes	Five Star Bank -Checking	Reconciled	-576.07
Five Star Bank -Checking	11/21/2025	Journal Entry	TAX111925		FED W/H Taxes	Five Star Bank -Checking	Reconciled	-3,200.34
Five Star Bank -Checking	11/26/2025	Payment	3534	MWDOC		Five Star Bank -Checking	Reconciled	12,758.65
Total for Five Star Bank -Checking								\$59,132.37
TOTAL								\$59,132.37

Balance Sheet

MISSION RESOURCE CONSERVATION DIST

As of November 30, 2025

DISTRIBUTION ACCOUNT	NOVEMBER 2025
Assets	
Current Assets	
Bank Accounts	
County Account	10,564.98
Five Star Bank -Checking	39,130.79
Five Star Bank - Money Mkt	275,105.79
In-Lieu	7,835.24
SD County FMV	-69.14
Vista School Endowment	26,501.60
Warm Springs Creek	241.40
Total for Bank Accounts	359,310.66
Accounts Receivable	
Accounts Receivable	85,731.58
Total for Accounts Receivable	85,731.58
Other Current Assets	
Prepaid Audit	1,604.19
Prepaid Insurance	7,576.71
Petty Cash Fund	34.89
Prepaid Rent Deposit	480.00
Total for Other Current Assets	9,695.79
Total for Current Assets	454,738.03
Fixed Assets	
Capital Assets	
Accumulated Depreciation	-25,603.00
Furniture & Equipment	22,737.00
Vehicles	17,500.00
Total for Capital Assets	14,634.00
Total for Fixed Assets	14,634.00
Other Assets	
Total for Assets	469,372.03

Balance Sheet

MISSION RESOURCE CONSERVATION DIST

As of November 30, 2025

DISTRIBUTION ACCOUNT	NOVEMBER 2025
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	28,527.64
Total for Accounts Payable	28,527.64
Credit Cards	
Mastercard Five Star Bank	0.00
Total for Credit Cards	0.00
Other Current Liabilities	
Payroll Liabilities	0.00
Accrued Payroll/Liabilites	13,170.93
Accrued Vacation	6,193.28
Customer Deposit	52,812.75
Deposits From Other Agencies	13,091.20
Total for Other Current Liabilities	85,268.16
Total for Current Liabilities	113,795.80
Total for Liabilities	113,795.80
Equity	
Fund Balance	375,922.31
Net Income	-20,346.08
Total for Equity	355,576.23
Total for Liabilities and Equity	469,372.03

Mission Resource Conservation District

Profit Loss

November 2025

	TOTAL				
	NOV 2025	OCT 2025 (PP)	CHANGE	JUL - NOV, 2025 (YTD)	% OF INCOME
Income					
Agricultural Program	13,194.15	7,098.15	6,096.00	63,779.70	30.72 %
TEAM	0.00	0.00	0.00	0.00	0.00 %
TEAM - Other	6,617.99	6,687.50	-69.51	24,375.98	15.41 %
Total TEAM	6,617.99	6,687.50	-69.51	24,375.98	15.41 %
AG Evaluation	2,400.00	1,200.00	1,200.00	70,404.70	5.59 %
CDFA	0.00	0.00	0.00	20,900.00	0.00 %
Total Agricultural Program	22,212.14	14,985.65	7,226.49	179,460.38	51.72 %
Landscape	0.00	0.00	0.00	0.00	0.00 %
OC Landscape	13,752.00	21,699.75	-7,947.75	62,445.25	32.02 %
Total Landscape	13,752.00	21,699.75	-7,947.75	62,445.25	32.02 %
General Revenues	0.00	0.00	0.00	0.00	0.00 %
Property Taxes	4,707.50	380.29	4,327.21	6,311.18	10.96 %
Interest Income	1,071.26	1,270.39	-199.13	6,384.09	2.49 %
Total General Revenues	5,778.76	1,650.68	4,128.08	12,695.27	13.46 %
Services	1,200.00	3,953.06	-2,753.06	13,853.06	2.79 %
SDCWA - AIEP	0.00	0.00	0.00	-60,973.10	0.00 %
Weed Management Grants	0.00	6,258.22	-6,258.22	6,258.22	0.00 %
Total Income	\$42,942.90	\$48,547.36	\$ -5,604.46	\$213,739.08	100.00 %
Cost of Goods Sold					
Program Passthrough	2,111.46	4,092.20	-1,980.74	10,808.36	4.92 %
WCB	2,560.56	0.00	2,560.56	25,673.06	5.96 %
WETA	1,000.00	1,000.00	0.00	2,380.00	2.33 %
Agricultural Rebate	0.00	0.00	0.00	5,000.00	0.00 %
Weed Management	0.00	-135.78	135.78	-135.78	0.00 %
Total Program Passthrough	5,672.02	4,956.42	715.60	43,725.64	13.21 %
Total Cost of Goods Sold	\$5,672.02	\$4,956.42	\$715.60	\$43,725.64	13.21 %
GROSS PROFIT	\$37,270.88	\$43,590.94	\$ -6,320.06	\$170,013.44	86.79 %
Expenses					
Labor	0.00	0.00	0.00	0.00	0.00 %
Wages	25,055.25	24,820.75	234.50	140,114.66	58.35 %
Payroll Tax Expenses	1,899.27	1,881.32	17.95	10,399.08	4.42 %
Health Insurance	792.94	792.94	0.00	3,850.64	1.85 %
Work Comp	116.97	116.96	0.01	584.81	0.27 %
Total Labor	27,864.43	27,611.97	252.46	154,949.19	64.89 %

Mission Resource Conservation District

Profit Loss

November 2025

	TOTAL				
	NOV 2025	OCT 2025 (PP)	CHANGE	JUL - NOV, 2025 (YTD)	% OF INCOME
Facilities Overhead	0.00	0.00	0.00	0.00	0.00 %
Automobile Expense	856.54	11.64	844.90	915.32	1.99 %
Vehicle Repairs	1,085.05	25.00	1,060.05	1,269.46	2.53 %
Fuel	405.33	969.61	-564.28	2,314.37	0.94 %
Fleet Management	23.26	308.09	-284.83	377.87	0.05 %
Fastrak	0.00	210.00	-210.00	420.00	0.00 %
Total Automobile Expense	2,370.18	1,524.34	845.84	5,297.02	5.52 %
Rent	975.00	975.00	0.00	5,675.00	2.27 %
Insurance	965.41	965.41	0.00	4,918.66	2.25 %
Telephone	122.48	122.47	0.01	614.46	0.29 %
Building Maintenance	0.00	0.00	0.00	21.93	0.00 %
Total Facilities Overhead	4,433.07	3,587.22	845.85	16,527.07	10.32 %
Office & Admin	365.27	113.14	252.13	615.80	0.85 %
Professional Fees	0.00	0.00	0.00	0.00	0.00 %
Auditor	729.17	291.66	437.51	1,895.81	1.70 %
Consultant	400.00	2,100.00	-1,700.00	5,790.00	0.93 %
Total Professional Fees	1,129.17	2,391.66	-1,262.49	7,685.81	2.63 %
Payroll Service Fees	606.00	606.00	0.00	3,030.00	1.41 %
Website Maintenance & IT Support	462.95	702.83	-239.88	3,553.91	1.08 %
Postage and Delivery	270.47	0.00	270.47	453.17	0.63 %
Interest Expense	92.95	0.00	92.95	92.95	0.22 %
Office Expense	50.42	392.18	-341.76	750.69	0.12 %
Dues and Subscriptions	49.00	1,937.00	-1,888.00	2,156.93	0.11 %
Travel, Training & Meeting	40.00	40.00	0.00	509.00	0.09 %
Late Fees	35.00	0.00	35.00	35.00	0.08 %
Total Office & Admin	3,101.23	6,182.81	-3,081.58	18,883.26	7.22 %
Total Expenses	\$35,398.73	\$37,382.00	\$ -1,983.27	\$190,359.52	82.43 %
NET OPERATING INCOME	\$1,872.15	\$6,208.94	\$ -4,336.79	\$ -20,346.08	4.36 %
NET INCOME	\$1,872.15	\$6,208.94	\$ -4,336.79	\$ -20,346.08	4.36 %

Mission Resource Conservation District

Profit Loss

December 2025

	TOTAL				
	DEC 2025	NOV 2025 (PP)	CHANGE	JUL - DEC, 2025 (YTD)	% OF INCOME
Income					
General Revenues	0.00	0.00	0.00	0.00	0.00 %
Property Taxes	14,261.32	4,707.50	9,553.82	20,572.50	32.04 %
Interest Income	1,058.83	1,071.26	-12.43	7,442.92	2.38 %
Total General Revenues	15,320.15	5,778.76	9,541.39	28,015.42	34.42 %
Landscape	0.00	0.00	0.00	0.00	0.00 %
OC Landscape	13,706.25	13,752.00	-45.75	76,151.50	30.79 %
Total Landscape	13,706.25	13,752.00	-45.75	76,151.50	30.79 %
Agricultural Program	9,573.48	13,194.15	-3,620.67	73,353.18	21.51 %
AG Evaluation	0.00	2,400.00	-2,400.00	70,404.70	0.00 %
CDFA	0.00	0.00	0.00	20,900.00	0.00 %
TEAM	0.00	0.00	0.00	0.00	0.00 %
TEAM - Other	0.00	6,617.99	-6,617.99	24,375.98	0.00 %
Total TEAM	0.00	6,617.99	-6,617.99	24,375.98	0.00 %
Total Agricultural Program	9,573.48	22,212.14	-12,638.66	189,033.86	21.51 %
Weed Management Grants	4,413.01	0.00	4,413.01	10,671.23	9.91 %
Services	1,500.00	1,200.00	300.00	15,353.06	3.37 %
SDCWA - AIEP	0.00	0.00	0.00	-60,973.10	0.00 %
Total Income	\$44,512.89	\$42,942.90	\$1,569.99	\$258,251.97	100.00 %
Cost of Goods Sold					
Program Passthrough	4,158.20	2,111.46	2,046.74	14,966.56	9.34 %
Agricultural Rebate	40,190.88	0.00	40,190.88	45,190.88	90.29 %
WCB	11,265.00	2,560.56	8,704.44	36,938.06	25.31 %
Weed Management	540.00	0.00	540.00	404.22	1.21 %
WETA	0.00	1,000.00	-1,000.00	2,380.00	0.00 %
Total Program Passthrough	56,154.08	5,672.02	50,482.06	99,879.72	126.15 %
Total Cost of Goods Sold	\$56,154.08	\$5,672.02	\$50,482.06	\$99,879.72	126.15 %
GROSS PROFIT	\$ -11,641.19	\$37,270.88	\$ -48,912.07	\$158,372.25	-26.15 %
Expenses					
Labor	0.00	0.00	0.00	0.00	0.00 %
Wages	25,031.25	25,055.25	-24.00	165,145.91	56.23 %
Payroll Tax Expenses	1,897.45	1,899.27	-1.82	12,296.53	4.26 %
Health Insurance	792.94	792.94	0.00	4,643.58	1.78 %
Work Comp	116.97	116.97	0.00	701.78	0.26 %
Total Labor	27,838.61	27,864.43	-25.82	182,787.80	62.54 %
Office & Admin	85.22	365.27	-280.05	701.02	0.19 %
Professional Fees	0.00	0.00	0.00	0.00	0.00 %
Consultant	8,995.00	400.00	8,595.00	14,785.00	20.21 %
Auditor	729.17	729.17	0.00	2,624.98	1.64 %
Total Professional Fees	9,724.17	1,129.17	8,595.00	17,409.98	21.85 %

Mission Resource Conservation District

Profit Loss

December 2025

	TOTAL				
	DEC 2025	NOV 2025 (PP)	CHANGE	JUL - DEC, 2025 (YTD)	% OF INCOME
Website Maintenance & IT Suppor	1,162.95	462.95	700.00	4,716.86	2.61 %
Office Expense	642.01	50.42	591.59	1,392.70	1.44 %
Payroll Service Fees	606.00	606.00	0.00	3,636.00	1.36 %
Dues and Subscriptions	100.00	49.00	51.00	2,256.93	0.22 %
Interest Expense	75.00	92.95	-17.95	167.95	0.17 %
Late Fees	0.00	35.00	-35.00	35.00	0.00 %
Postage and Delivery	0.00	270.47	-270.47	453.17	0.00 %
Travel, Training & Meeting	0.00	40.00	-40.00	509.00	0.00 %
Total Office & Admin	12,395.35	3,101.23	9,294.12	31,278.61	27.85 %
Facilities Overhead	0.00	0.00	0.00	0.00	0.00 %
Automobile Expense	11.64	856.54	-844.90	926.96	0.03 %
Fuel	1,124.63	405.33	719.30	3,439.00	2.53 %
Fastrak	210.00	0.00	210.00	630.00	0.47 %
Fleet Management	23.26	23.26	0.00	401.13	0.05 %
Vehicle Repairs	0.00	1,085.05	-1,085.05	1,269.46	0.00 %
Total Automobile Expense	1,369.53	2,370.18	-1,000.65	6,666.55	3.08 %
Rent	975.00	975.00	0.00	6,650.00	2.19 %
Insurance	965.41	965.41	0.00	5,884.07	2.17 %
Telephone	209.60	122.48	87.12	824.06	0.47 %
Building Maintenance	0.00	0.00	0.00	21.93	0.00 %
Total Facilities Overhead	3,519.54	4,433.07	-913.53	20,046.61	7.91 %
Total Expenses	\$43,753.50	\$35,398.73	\$8,354.77	\$234,113.02	98.29 %
NET OPERATING INCOME	\$ -55,394.69	\$1,872.15	\$ -57,266.84	\$ -75,740.77	-124.45 %
NET INCOME	\$ -55,394.69	\$1,872.15	\$ -57,266.84	\$ -75,740.77	-124.45 %

Monthly Transaction Report -
MISSION RESOURCE CONSERVATION DIST
December 1-31, 2025

DISTRIBUTION ACCOUNT	TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT FULL NAME	CLEARED	AMOUNT
Five Star Bank -Checking								
Beginning Balance								
Five Star Bank -Checking	12/01/2025	Bill Payment (Check)	376044833525	Five Star Mastercard		Five Star Bank -Checking	Reconciled	-2,935.23
Five Star Bank -Checking	12/01/2025	Bill Payment (Check)	433012012025	Shell	0496-00-469244-8	Five Star Bank -Checking	Reconciled	-336.73
Five Star Bank -Checking	12/02/2025	Bill Payment (Check)	EFT120225	Verizon	CB001022057	Five Star Bank -Checking	Reconciled	-34.90
Five Star Bank -Checking	12/03/2025	Bill Payment (Check)	1389	Landscape One Inc.		Five Star Bank -Checking	Reconciled	-1,695.00
Five Star Bank -Checking	12/03/2025	Bill Payment (Check)	1390	Fallbrook Regional Health District		Five Star Bank -Checking	Reconciled	-800.00
Five Star Bank -Checking	12/03/2025	Bill Payment (Check)	1391	Native West Nursery		Five Star Bank -Checking	Reconciled	-781.00
Five Star Bank -Checking	12/03/2025	Bill Payment (Check)	1392	Moosa Creek Nursery		Five Star Bank -Checking	Reconciled	-1,751.50
Five Star Bank -Checking	12/03/2025	Bill Payment (Check)	1393	Springston Design		Five Star Bank -Checking	Reconciled	-200.00
Five Star Bank -Checking	12/03/2025	Bill Payment (Check)	1394	AWPS		Five Star Bank -Checking	Reconciled	-1,000.00
Five Star Bank -Checking	12/03/2025	Bill Payment (Check)	1395	Fowler Pest Control		Five Star Bank -Checking	Reconciled	-81.00
Five Star Bank -Checking	12/03/2025	Payment	3535	RCD Greater San Diego County		Five Star Bank -Checking	Reconciled	1,200.00
Five Star Bank -Checking	12/03/2025	Payment	3532	IERCD - Post Disaster Recov		Five Star Bank -Checking	Reconciled	6,258.22
Five Star Bank -Checking	12/03/2025	Payment	3537	TEAM RCD		Five Star Bank -Checking	Reconciled	2,912.50
Five Star Bank -Checking	12/04/2025	Bill Payment (Check)	PYMT100000823117	Kaiser Permanente	339467	Five Star Bank -Checking	Reconciled	-1,021.06
Five Star Bank -Checking	12/04/2025	Transfer			Fund Transfer	Five Star Bank -Checking	Reconciled	10,000.00
Five Star Bank -Checking	12/05/2025	Journal Entry	PPE120325			Five Star Bank -Checking	Reconciled	-8,020.26
Five Star Bank -Checking	12/05/2025	Journal Entry	PPE120325		Check no. 1388	Five Star Bank -Checking	Reconciled	-2,075.20
Five Star Bank -Checking	12/05/2025	Journal Entry	TAX120325		Taxes	Five Star Bank -Checking	Reconciled	-3,446.69
Five Star Bank -Checking	12/09/2025	Bill Payment (Check)	1396	WM Corporate Services, Inc.		Five Star Bank -Checking	Reconciled	-773.00
Five Star Bank -Checking	12/11/2025	Payment	EFT121125	SDCWA		Five Star Bank -Checking	Reconciled	491.40
Five Star Bank -Checking	12/16/2025	Bill Payment (Check)	1398	ACS Habitat Management		Five Star Bank -Checking	Reconciled	-1,754.21
Five Star Bank -Checking	12/16/2025	Bill Payment (Check)	1399	Dendra		Five Star Bank -Checking	Reconciled	-540.00
Five Star Bank -Checking	12/16/2025	Bill Payment (Check)	EFT121625	CalPERS		Five Star Bank -Checking	Reconciled	-100.00
Five Star Bank -Checking	12/17/2025	Transfer			Fund Transfer	Five Star Bank -Checking	Reconciled	15,000.00
Five Star Bank -Checking	12/18/2025	Payment	Melio121825-WestMonar	CARCD - Western Monarch		Five Star Bank -Checking	Reconciled	23,180.00
Five Star Bank -Checking	12/18/2025	Payment	Melio121825-WCB	CARCD-WCB Grant		Five Star Bank -Checking	Reconciled	4,916.25
Five Star Bank -Checking	12/19/2025	Journal Entry	PPE121725			Five Star Bank -Checking	Reconciled	-8,335.21
Five Star Bank -Checking	12/19/2025	Journal Entry	PPE121725		Check No. 1397	Five Star Bank -Checking	Reconciled	-1,752.04
Five Star Bank -Checking	12/19/2025	Journal Entry	TAX121725			Five Star Bank -Checking	Reconciled	-3,636.83
Five Star Bank -Checking	12/22/2025	Bill Payment (Check)	380216135625	Five Star Mastercard		Five Star Bank -Checking	Reconciled	-3,314.58
Five Star Bank -Checking	12/22/2025	Bill Payment (Check)	433012222025	Shell	0496-00-469244-8	Five Star Bank -Checking	Reconciled	-794.33
Five Star Bank -Checking	12/23/2025	Payment	EFT030526	CARCD - Western Monarch		Five Star Bank -Checking	Uncleared	11,422.50
Five Star Bank -Checking	12/29/2025	Payment	EFT122925	SDCWA		Five Star Bank -Checking	Reconciled	2,740.20
Five Star Bank -Checking	12/30/2025	Payment	15867	RCD Greater San Diego County		Five Star Bank -Checking	Reconciled	1,500.00
Five Star Bank -Checking	12/30/2025	Payment	3056455	City of San Juan Capistrano		Five Star Bank -Checking	Reconciled	13,998.11
Five Star Bank -Checking	12/30/2025	Payment	19895038	TEAM RCD		Five Star Bank -Checking	Reconciled	3,705.49
Five Star Bank -Checking	12/30/2025	Bill Payment (Check)	1401	Fowler Pest Control		Five Star Bank -Checking	Reconciled	-81.00
Five Star Bank -Checking	12/30/2025	Bill Payment (Check)	1402	Native West Nursery		Five Star Bank -Checking	Reconciled	-11,265.00
Five Star Bank -Checking	12/31/2025	Bill Payment (Check)	PYMT100000832616	Kaiser Permanente	339467	Five Star Bank -Checking	Reconciled	-1,021.06
Five Star Bank -Checking	12/31/2025	Payment	3540	MWDOC		Five Star Bank -Checking	Reconciled	15,234.60
Total for Five Star Bank -Checking								\$55,013.44
TOTAL								\$55,013.44

Mission Resource Conservation District

Operating Balance Sheet

As of December 31, 2025

	DEC 2025			
	CURRENT	AS OF NOV 30, 2025 (PP)	CHANGE	AS OF DEC 31, 2024 (PY)
ASSETS				
Current Assets				
Bank Accounts				
County Account	24,842.83	10,564.98	14,277.85	24,793.24
Five Star Bank - Money Mkt	251,009.32	275,105.79	-24,096.47	279,852.18
Five Star Bank -Checking	94,144.23	39,130.79	55,013.44	92,893.76
In-Lieu	7,877.27	7,835.24	42.03	7,600.24
SD County FMV	-69.14	-69.14	0.00	-1,514.53
Vista School Endowment	26,597.46	26,501.60	95.86	25,662.08
Warm Springs Creek	242.28	241.40	0.88	233.76
Total Bank Accounts	\$404,644.25	\$359,310.66	\$45,333.59	\$429,520.73
Accounts Receivable				
Accounts Receivable	27,365.05	85,731.58	-58,366.53	35,193.80
Total Accounts Receivable	\$27,365.05	\$85,731.58	\$ -58,366.53	\$35,193.80
Other Current Assets				
Petty Cash Fund	34.89	34.89	0.00	34.89
Prepaid Audit	4,375.02	1,604.19	2,770.83	4,000.00
Prepaid Insurance	6,494.33	7,576.71	-1,082.38	7,127.86
Prepaid Other	0.00	0.00	0.00	6,486.00
Prepaid Rent Deposit	480.00	480.00	0.00	480.00
Total Other Current Assets	\$11,384.24	\$9,695.79	\$1,688.45	\$18,128.75
Total Current Assets	\$443,393.54	\$454,738.03	\$ -11,344.49	\$482,843.28
Fixed Assets				
Capital Assets				
Capital Assets	0.00	0.00	0.00	0.00
Accumulated Depreciation	-25,603.00	-25,603.00	0.00	-25,603.00
Furniture & Equipment	22,737.00	22,737.00	0.00	22,737.00
Vehicles	17,500.00	17,500.00	0.00	17,500.00
Total Capital Assets	14,634.00	14,634.00	0.00	14,634.00
Total Fixed Assets	\$14,634.00	\$14,634.00	\$0.00	\$14,634.00
TOTAL ASSETS	\$458,027.54	\$469,372.03	\$ -11,344.49	\$497,477.28

Mission Resource Conservation District

Operating Balance Sheet

As of December 31, 2025

	DEC 2025			
	CURRENT	AS OF NOV 30, 2025 (PP)	CHANGE	AS OF DEC 31, 2024 (PY)
LIABILITIES AND EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
Accounts Payable	68,575.21	28,527.64	40,047.57	2,873.55
Total Accounts Payable	\$68,575.21	\$28,527.64	\$40,047.57	\$2,873.55
Credit Cards				
Mastercard Five Star Bank	4,002.63	0.00	4,002.63	325.00
Total Credit Cards	\$4,002.63	\$0.00	\$4,002.63	\$325.00
Other Current Liabilities				
Accrued Payroll/Liabilites	13,170.93	13,170.93	0.00	6,861.83
Accrued Vacation	6,193.28	6,193.28	0.00	3,763.34
Customer Deposit	52,812.75	52,812.75	0.00	92,435.00
Deposits From Other Agencies	13,091.20	13,091.20	0.00	13,091.20
Total Other Current Liabilities	\$85,268.16	\$85,268.16	\$0.00	\$116,151.37
Total Current Liabilities	\$157,846.00	\$113,795.80	\$44,050.20	\$119,349.92
Total Liabilities	\$157,846.00	\$113,795.80	\$44,050.20	\$119,349.92
Equity				
Fund Balance	375,922.31	375,922.31	0.00	411,181.05
Net Income	-75,740.77	-20,346.08	-55,394.69	-33,053.69
Total Equity	\$300,181.54	\$355,576.23	\$ -55,394.69	\$378,127.36
TOTAL LIABILITIES AND EQUITY	\$458,027.54	\$469,372.03	\$ -11,344.49	\$497,477.28

Monthly Transaction Report -
MISSION RESOURCE CONSERVATION DIST
January 1-31, 2026

DISTRIBUTION ACCOUNT	TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT FULL NAME	CLEARED	AMOUNT
Five Star Bank -Checking								
Beginning Balance								
Five Star Bank -Checking	01/02/2026	Journal Entry	PPE123125			Five Star Bank -Checking	Reconciled	-7,390.59
Five Star Bank -Checking	01/02/2026	Journal Entry	PPE123125		Check No. 1400	Five Star Bank -Checking	Reconciled	-2,189.98
Five Star Bank -Checking	01/02/2026	Journal Entry	TAX123125			Five Star Bank -Checking	Reconciled	-3,734.83
Five Star Bank -Checking	01/06/2026	Bill Payment (Check)	1403	Fallbrook Regional Health District		Five Star Bank -Checking	Reconciled	-800.00
Five Star Bank -Checking	01/06/2026	Bill Payment (Check)	1404	L. Andersen Water Management		Five Star Bank -Checking	Reconciled	-8,995.00
Five Star Bank -Checking	01/06/2026	Bill Payment (Check)	1405	Springston Design		Five Star Bank -Checking	Reconciled	-200.00
Five Star Bank -Checking	01/07/2026	Bill Payment (Check)	105202612125930V35032	Verizon	CB001022057	Five Star Bank -Checking	Reconciled	-34.90
Five Star Bank -Checking	01/13/2026	Bill Payment (Check)	1406	Landscape One Inc.		Five Star Bank -Checking	Reconciled	-1,695.00
Five Star Bank -Checking	01/13/2026	Bill Payment (Check)	1407	Waste Management of California		Five Star Bank -Checking	Reconciled	-337.00
Five Star Bank -Checking	01/13/2026	Bill Payment (Check)	1408	ACS Habitat Management		Five Star Bank -Checking	Reconciled	-9,020.61
Five Star Bank -Checking	01/13/2026	Bill Payment (Check)	1409	Dendra		Five Star Bank -Checking	Reconciled	-3,977.50
Five Star Bank -Checking	01/13/2026	Bill Payment (Check)	1410	Lisa Dibbell		Five Star Bank -Checking	Reconciled	-500.00
Five Star Bank -Checking	01/13/2026	Bill Payment (Check)	1411	Nigro & Nigro		Five Star Bank -Checking	Reconciled	-3,500.00
Five Star Bank -Checking	01/13/2026	Payment	3548	TEAM RCD		Five Star Bank -Checking	Reconciled	4,761.87
Five Star Bank -Checking	01/13/2026	Deposit		FPUD		Five Star Bank -Checking	Reconciled	51,312.00
Five Star Bank -Checking	01/16/2026	Journal Entry	PPE011426			Five Star Bank -Checking	Reconciled	-8,433.49
Five Star Bank -Checking	01/16/2026	Journal Entry	PPE011426		Check No. 1406	Five Star Bank -Checking	Reconciled	-2,123.47
Five Star Bank -Checking	01/16/2026	Journal Entry	TAX011426		CA SUI/ETT	Five Star Bank -Checking	Reconciled	-629.35
Five Star Bank -Checking	01/16/2026	Journal Entry	TAX011426		CA State Taxes	Five Star Bank -Checking	Reconciled	-573.21
Five Star Bank -Checking	01/16/2026	Journal Entry	TAX011426		Fed W/H Taxes	Five Star Bank -Checking	Reconciled	-3,005.53
Five Star Bank -Checking	01/20/2026	Payment	3544	IERCD - Post Disaster Recov		Five Star Bank -Checking	Reconciled	4,413.01
Five Star Bank -Checking	01/20/2026	Payment	3546/3547	RCD Greater San Diego County		Five Star Bank -Checking	Reconciled	11,890.62
Five Star Bank -Checking	01/20/2026	Bill Payment (Check)	1413	Landscape One Inc.		Five Star Bank -Checking	Reconciled	-9,798.00
Five Star Bank -Checking	01/23/2026	Bill Payment (Check)	385702502126	Five Star Mastercard		Five Star Bank -Checking	Reconciled	-4,002.63
Five Star Bank -Checking	01/23/2026	Payment	Melio012326-1	CARCD-WCB Grant		Five Star Bank -Checking	Reconciled	10,879.95
Five Star Bank -Checking	01/23/2026	Payment	Melio012326-2	CARCD-WCB Grant		Five Star Bank -Checking	Reconciled	214.86
Five Star Bank -Checking	01/23/2026	Payment	Melio012926	CARCD-WCB Grant		Five Star Bank -Checking	Reconciled	8,357.58
Five Star Bank -Checking	01/26/2026	Bill Payment (Check)	433001262026	Shell	0496-00-469244-8	Five Star Bank -Checking	Reconciled	-227.24
Five Star Bank -Checking	01/27/2026	Bill Payment (Check)	1415	Fowler Pest Control		Five Star Bank -Checking	Reconciled	-81.00
Five Star Bank -Checking	01/30/2026	Bill Payment (Check)	PYMT100000895037	Kaiser Permanente	339467	Five Star Bank -Checking	Reconciled	-1,021.06
Five Star Bank -Checking	01/30/2026	Payment	EFT013025	MWDOC		Five Star Bank -Checking	Reconciled	14,922.15
Five Star Bank -Checking	01/30/2026	Deposit			Five Star Annual Rebate	Five Star Bank -Checking	Reconciled	137.43
Five Star Bank -Checking	01/30/2026	Journal Entry	PPE012826			Five Star Bank -Checking	Reconciled	-8,351.88
Five Star Bank -Checking	01/30/2026	Journal Entry	PPE012826		Check no. 1406	Five Star Bank -Checking	Reconciled	-1,675.47
Five Star Bank -Checking	01/30/2026	Journal Entry	TAX012826		CA SUI/ETT	Five Star Bank -Checking	Reconciled	-552.45
Five Star Bank -Checking	01/30/2026	Journal Entry	TAX012826		CA State Taxes	Five Star Bank -Checking	Reconciled	-560.31
Five Star Bank -Checking	01/30/2026	Journal Entry	TAX012826		Fed W/H Taxes	Five Star Bank -Checking	Reconciled	-2,962.18
Five Star Bank -Checking	01/31/2026	Journal Entry	TAXADJ013126		Tax Adjust by Intuit	Five Star Bank -Checking	Reconciled	0.02
Total for Five Star Bank -Checking								\$20,516.81
TOTAL								\$20,516.81

Mission Resource Conservation District

Profit Loss

January 2026

	TOTAL				
	JAN 2026	DEC 2025 (PP)	CHANGE	JUL 2025 - JAN 2026 (YTD)	% OF INCOME
Income					
Agricultural Program	21,671.01	9,573.48	12,097.53	95,024.19	15.50 %
AG Evaluation	24,826.22	0.00	24,826.22	95,230.92	17.76 %
AG Efficiency	15,364.66	0.00	15,364.66	15,364.66	10.99 %
CDFA	8,120.00	0.00	8,120.00	29,020.00	5.81 %
TEAM	0.00	0.00	0.00	0.00	0.00 %
TEAM - Other	4,761.87	0.00	4,761.87	29,137.85	3.41 %
Total TEAM	4,761.87	0.00	4,761.87	29,137.85	3.41 %
Ag Soil Moisture Sensor	2,078.30	0.00	2,078.30	2,078.30	1.49 %
Total Agricultural Program	76,822.06	9,573.48	67,248.58	265,855.92	54.96 %
Weed Management Grants	0.00	4,413.01	-4,413.01	10,671.23	0.00 %
Mission Median	51,312.00	0.00	51,312.00	51,312.00	36.71 %
Total Weed Management Grants	51,312.00	4,413.01	46,898.99	61,983.23	36.71 %
General Revenues	0.00	0.00	0.00	0.00	0.00 %
Property Taxes	6,779.95	14,261.32	-7,481.37	27,352.45	4.85 %
Interest Income	1,083.35	1,058.83	24.52	8,526.27	0.78 %
Total General Revenues	7,863.30	15,320.15	-7,456.85	35,878.72	5.63 %
Services	3,770.62	1,500.00	2,270.62	19,123.68	2.70 %
Landscape	0.00	0.00	0.00	0.00	0.00 %
OC Landscape	0.00	13,706.25	-13,706.25	76,151.50	0.00 %
Total Landscape	0.00	13,706.25	-13,706.25	76,151.50	0.00 %
SDCWA - AIEP	0.00	0.00	0.00	-60,973.10	0.00 %
Total Income	\$139,767.98	\$44,512.89	\$95,255.09	\$398,019.95	100.00 %
Cost of Goods Sold					
Program Passthrough	14,632.87	4,158.20	10,474.67	29,599.43	10.47 %
WCB	136.49	11,265.00	-11,128.51	37,074.55	0.10 %
Agricultural Rebate	0.00	40,190.88	-40,190.88	45,190.88	0.00 %
Weed Management	0.00	540.00	-540.00	404.22	0.00 %
WETA	0.00	0.00	0.00	2,380.00	0.00 %
Total Program Passthrough	14,769.36	56,154.08	-41,384.72	114,649.08	10.57 %
Total Cost of Goods Sold	\$14,769.36	\$56,154.08	\$ -41,384.72	\$114,649.08	10.57 %
GROSS PROFIT	\$124,998.62	\$ -11,641.19	\$136,639.81	\$283,370.87	89.43 %
Expenses					
Labor	0.00	0.00	0.00	0.00	0.00 %
Wages	37,851.08	25,031.25	12,819.83	202,996.99	27.08 %
Payroll Tax Expenses	4,413.19	1,897.45	2,515.74	16,709.72	3.16 %
Health Insurance	678.88	792.94	-114.06	5,322.46	0.49 %
Work Comp	239.00	116.97	122.03	940.78	0.17 %
Total Labor	43,182.15	27,838.61	15,343.54	225,969.95	30.90 %

Mission Resource Conservation District

Profit Loss

January 2026

	TOTAL				
	JAN 2026	DEC 2025 (PP)	CHANGE	JUL 2025 - JAN 2026 (YTD)	% OF INCOME
Office & Admin	0.00	85.22	-85.22	701.02	0.00 %
Professional Fees	0.00	0.00	0.00	0.00	0.00 %
Auditor	729.17	729.17	0.00	3,354.15	0.52 %
Consultant	0.00	8,995.00	-8,995.00	14,785.00	0.00 %
Total Professional Fees	729.17	9,724.17	-8,995.00	18,139.15	0.52 %
Travel, Training & Meeting	720.00	0.00	720.00	1,229.00	0.52 %
Payroll Service Fees	606.00	606.00	0.00	4,242.00	0.43 %
Dues and Subscriptions	599.00	100.00	499.00	2,855.93	0.43 %
Website Maintenance & IT Suppor	462.95	1,162.95	-700.00	5,179.81	0.33 %
Interest Expense	0.00	75.00	-75.00	167.95	0.00 %
Late Fees	0.00	0.00	0.00	35.00	0.00 %
Office Expense	0.00	642.01	-642.01	1,392.70	0.00 %
Postage and Delivery	0.00	0.00	0.00	453.17	0.00 %
Total Office & Admin	3,117.12	12,395.35	-9,278.23	34,395.73	2.23 %
Facilities Overhead	0.00	0.00	0.00	0.00	0.00 %
Rent	975.00	975.00	0.00	7,625.00	0.70 %
Insurance	965.41	965.41	0.00	6,849.48	0.69 %
Automobile Expense	11.64	11.64	0.00	938.60	0.01 %
Fuel	365.84	1,124.63	-758.79	3,804.84	0.26 %
Vehicle Repairs	127.12	0.00	127.12	1,396.58	0.09 %
Fleet Management	23.26	23.26	0.00	424.39	0.02 %
Fastrak	0.00	210.00	-210.00	630.00	0.00 %
Total Automobile Expense	527.86	1,369.53	-841.67	7,194.41	0.38 %
Telephone	79.55	209.60	-130.05	903.61	0.06 %
Building Maintenance	0.00	0.00	0.00	21.93	0.00 %
Total Facilities Overhead	2,547.82	3,519.54	-971.72	22,594.43	1.82 %
Total Expenses	\$48,847.09	\$43,753.50	\$5,093.59	\$282,960.11	34.95 %
NET OPERATING INCOME	\$76,151.53	\$ -55,394.69	\$131,546.22	\$410.76	54.48 %
Other Income					
Rebates	137.43	0.00	137.43	137.43	0.10 %
Total Other Income	\$137.43	\$0.00	\$137.43	\$137.43	0.10 %
NET OTHER INCOME	\$137.43	\$0.00	\$137.43	\$137.43	0.10 %
NET INCOME	\$76,288.96	\$ -55,394.69	\$131,683.65	\$548.19	54.58 %

Mission Resource Conservation District

Operating Balance Sheet

As of January 31, 2026

	JAN 2026			
	CURRENT	AS OF DEC 31, 2025 (PP)	CHANGE	AS OF JAN 31, 2025 (PY)
ASSETS				
Current Assets				
Bank Accounts				
County Account	31,656.20	24,842.83	6,813.37	31,592.38
Five Star Bank - Money Mkt	251,872.24	251,009.32	862.92	280,910.63
Five Star Bank -Checking	114,661.04	94,144.23	20,516.81	64,365.97
In-Lieu	7,919.70	7,877.27	42.43	7,631.81
SD County FMV	-69.14	-69.14	0.00	-1,514.53
Vista School Endowment	26,740.74	26,597.46	143.28	25,768.67
Warm Springs Creek	243.58	242.28	1.30	234.73
Total Bank Accounts	\$433,024.36	\$404,644.25	\$28,380.11	\$408,989.66
Accounts Receivable				
Accounts Receivable	52,517.69	27,365.05	25,152.64	75,349.00
Total Accounts Receivable	\$52,517.69	\$27,365.05	\$25,152.64	\$75,349.00
Other Current Assets				
Petty Cash Fund	34.89	34.89	0.00	34.89
Prepaid Audit	3,645.85	4,375.02	-729.17	4,000.00
Prepaid Insurance	5,411.95	6,494.33	-1,082.38	5,939.89
Prepaid Other	0.00	0.00	0.00	6,486.00
Prepaid Rent Deposit	480.00	480.00	0.00	480.00
Total Other Current Assets	\$9,572.69	\$11,384.24	\$ -1,811.55	\$16,940.78
Total Current Assets	\$495,114.74	\$443,393.54	\$51,721.20	\$501,279.44
Fixed Assets				
Capital Assets				
Capital Assets	0.00	0.00	0.00	0.00
Accumulated Depreciation	-25,603.00	-25,603.00	0.00	-25,603.00
Furniture & Equipment	22,737.00	22,737.00	0.00	22,737.00
Vehicles	17,500.00	17,500.00	0.00	17,500.00
Total Capital Assets	14,634.00	14,634.00	0.00	14,634.00
Total Fixed Assets	\$14,634.00	\$14,634.00	\$0.00	\$14,634.00
TOTAL ASSETS	\$509,748.74	\$458,027.54	\$51,721.20	\$515,913.44

Mission Resource Conservation District

Operating Balance Sheet

As of January 31, 2026

	JAN 2026			
	CURRENT	AS OF DEC 31, 2025 (PP)	CHANGE	AS OF JAN 31, 2025 (PY)
LIABILITIES AND EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
Accounts Payable	48,010.08	68,575.21	-20,565.13	34,348.54
Total Accounts Payable	\$48,010.08	\$68,575.21	\$ -20,565.13	\$34,348.54
Credit Cards				
Mastercard Five Star Bank				
Mastercard Five Star Bank	0.00	4,002.63	-4,002.63	0.00
Visa Umpqua Bank				
Visa Umpqua Bank	0.00	0.00	0.00	-293.99
Total Credit Cards	\$0.00	\$4,002.63	\$ -4,002.63	\$ -293.99
Other Current Liabilities				
Accrued Payroll/Liabilites				
Accrued Payroll/Liabilites	13,170.93	13,170.93	0.00	6,861.83
Accrued Vacation				
Accrued Vacation	6,193.28	6,193.28	0.00	3,763.34
Customer Deposit				
Customer Deposit	52,812.75	52,812.75	0.00	92,435.00
Deposits From Other Agencies				
Deposits From Other Agencies	13,091.20	13,091.20	0.00	13,091.20
Total Other Current Liabilities	\$85,268.16	\$85,268.16	\$0.00	\$116,151.37
Total Current Liabilities	\$133,278.24	\$157,846.00	\$ -24,567.76	\$150,205.92
Total Liabilities	\$133,278.24	\$157,846.00	\$ -24,567.76	\$150,205.92
Equity				
Fund Balance				
Fund Balance	375,922.31	375,922.31	0.00	411,181.05
Net Income				
Net Income	548.19	-75,740.77	76,288.96	-45,473.53
Total Equity	\$376,470.50	\$300,181.54	\$76,288.96	\$365,707.52
TOTAL LIABILITIES AND EQUITY	\$509,748.74	\$458,027.54	\$51,721.20	\$515,913.44

Balance Sheet

MISSION RESOURCE CONSERVATION DIST

As of February 28, 2026

DISTRIBUTION ACCOUNT	FEBRUARY 2026
Assets	
Current Assets	
Bank Accounts	
County Account	33,154.19
Five Star Bank -Checking	74,036.14
Five Star Bank - Money Mkt	302,657.68
In-Lieu	7,951.75
Vista School Endowment	26,848.96
Warm Springs Creek	244.57
SD County FMV	-69.14
Total for Bank Accounts	444,824.15
Accounts Receivable	
Accounts Receivable	14,083.05
Total for Accounts Receivable	14,083.05
Other Current Assets	
Prepaid Audit	2,916.68
Prepaid Insurance	4,329.56
Petty Cash Fund	34.89
Prepaid Rent Deposit	480.00
Total for Other Current Assets	7,761.13
Total for Current Assets	466,668.33
Fixed Assets	
Capital Assets	
Accumulated Depreciation	-25,603.00
Furniture & Equipment	22,737.00
Vehicles	17,500.00
Total for Capital Assets	14,634.00
Total for Fixed Assets	14,634.00
Other Assets	
Total for Assets	481,302.33

Balance Sheet

MISSION RESOURCE CONSERVATION DIST

As of February 28, 2026

DISTRIBUTION ACCOUNT	FEBRUARY 2026
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	48,577.51
Total for Accounts Payable	48,577.51
Credit Cards	
Mastercard Five Star Bank	0.00
Total for Credit Cards	0.00
Other Current Liabilities	
Payroll Liabilities	0.00
Accrued Payroll/Liabilites	13,170.93
Accrued Vacation	6,193.28
Customer Deposit	52,812.75
Deposits From Other Agencies	13,091.20
Total for Other Current Liabilities	85,268.16
Total for Current Liabilities	133,845.67
Total for Liabilities	133,845.67
Equity	
Fund Balance	375,922.31
Net Income	-28,465.65
Total for Equity	347,456.66
Total for Liabilities and Equity	481,302.33

Monthly Transaction Report -
MISSION RESOURCE CONSERVATION DIST
February 2026

DISTRIBUTION ACCOUNT	TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT FULL NAME	CLEARED	AMOUNT
Five Star Bank -Checking								
Beginning Balance								
Five Star Bank -Checking	02/03/2026	Bill Payment (Check)	EFT020326	Verizon	CB001022057	Five Star Bank -Checking	Reconciled	-34.90
Five Star Bank -Checking	02/03/2026	Bill Payment (Check)	1416	Landscape One Inc.		Five Star Bank -Checking	Reconciled	-1,820.00
Five Star Bank -Checking	02/03/2026	Bill Payment (Check)	1417	Fallbrook Regional Health District		Five Star Bank -Checking	Reconciled	-800.00
Five Star Bank -Checking	02/03/2026	Bill Payment (Check)	1419	Springston Design		Five Star Bank -Checking	Reconciled	-200.00
Five Star Bank -Checking	02/03/2026	Bill Payment (Check)	1418	Lisa Dibbell		Five Star Bank -Checking	Reconciled	-200.00
Five Star Bank -Checking	02/10/2026	Bill Payment (Check)	1421	Waste Management of California		Five Star Bank -Checking	Reconciled	-814.00
Five Star Bank -Checking	02/13/2026	Journal Entry	PPE021126			Five Star Bank -Checking	Reconciled	-7,815.25
Five Star Bank -Checking	02/13/2026	Journal Entry	PPE021126		Check no. 1420	Five Star Bank -Checking	Uncleared	-1,675.47
Five Star Bank -Checking	02/13/2026	Journal Entry	TAX021126			Five Star Bank -Checking	Reconciled	-3,736.85
Five Star Bank -Checking	02/19/2026	Bill Payment (Check)	EFT021926	Five Star Mastercard		Five Star Bank -Checking	Reconciled	-4,288.53
Five Star Bank -Checking	02/20/2026	Payment	EFT022026	SDCWA		Five Star Bank -Checking	Reconciled	45,313.89
Five Star Bank -Checking	02/24/2026	Payment	3554	RCD Greater San Diego County		Five Star Bank -Checking	Reconciled	1,800.00
Five Star Bank -Checking	02/24/2026	Payment	29465683	TEAM RCD		Five Star Bank -Checking	Reconciled	6,270.00
Five Star Bank -Checking	02/24/2026	Bill Payment (Check)	433002242026	Shell	0496-00-469244-8	Five Star Bank -Checking	Reconciled	-431.43
Five Star Bank -Checking	02/24/2026	Bill Payment (Check)	5856277	Kaiser Permanente	339467	Five Star Bank -Checking	Reconciled	-1,021.06
Five Star Bank -Checking	02/24/2026	Bill Payment (Check)	1424	Fowler Pest Control		Five Star Bank -Checking	Uncleared	-81.00
Five Star Bank -Checking	02/25/2026	Transfer				Five Star Bank -Checking	Reconciled	-50,000.00
Five Star Bank -Checking	02/26/2026	Bill Payment (Check)	TOY022625	Toyota Carlsbad		Five Star Bank -Checking	Reconciled	-25,000.01
Five Star Bank -Checking	02/27/2026	Payment	EFT022726	MWDOC		Five Star Bank -Checking	Reconciled	18,598.95
Five Star Bank -Checking	02/27/2026	Journal Entry	PPE022526			Five Star Bank -Checking	Reconciled	-8,608.13
Five Star Bank -Checking	02/27/2026	Journal Entry	PPE022526		Check no. 1422	Five Star Bank -Checking	Uncleared	-2,209.81
Five Star Bank -Checking	02/27/2026	Journal Entry	TAX022526			Five Star Bank -Checking	Reconciled	-3,871.30
Total for Five Star Bank -Checking								-\$40,624.90
TOTAL								-\$40,624.90

Mission Resource Conservation District

Profit Loss February 2026

	TOTAL				
	FEB 2026	JAN 2026 (PP)	CHANGE	JUL 2025 - FEB 2026 (YTD)	% OF INCOME
Income					
Landscape	0.00	0.00	0.00	0.00	0.00 %
OC Landscape	16,872.00	0.00	16,872.00	93,023.50	46.90 %
Total Landscape	16,872.00	0.00	16,872.00	93,023.50	46.90 %
Agricultural Program	8,606.20	21,671.01	-13,064.81	103,630.39	23.92 %
TEAM	0.00	0.00	0.00	0.00	0.00 %
TEAM - Other	6,270.00	4,761.87	1,508.13	35,407.85	17.43 %
Total TEAM	6,270.00	4,761.87	1,508.13	35,407.85	17.43 %
AG Efficiency	0.00	15,364.66	-15,364.66	15,364.66	0.00 %
AG Evaluation	0.00	24,826.22	-24,826.22	95,230.92	0.00 %
Ag Soil Moisture Sensor	0.00	2,078.30	-2,078.30	2,078.30	0.00 %
CDFA	0.00	8,120.00	-8,120.00	29,020.00	0.00 %
Total Agricultural Program	14,876.20	76,822.06	-61,945.86	280,732.12	41.35 %
General Revenues	0.00	0.00	0.00	0.00	0.00 %
Property Taxes	1,454.22	6,779.95	-5,325.73	28,806.67	4.04 %
Interest Income	970.47	1,083.35	-112.88	9,496.74	2.70 %
Total General Revenues	2,424.69	7,863.30	-5,438.61	38,303.41	6.74 %
Services	1,800.00	3,770.62	-1,970.62	20,923.68	5.00 %
SDCWA - AIEP	0.00	0.00	0.00	-60,973.10	0.00 %
Weed Management Grants	0.00	0.00	0.00	10,671.23	0.00 %
Mission Median	0.00	51,312.00	-51,312.00	51,312.00	0.00 %
Total Weed Management Grants	0.00	51,312.00	-51,312.00	61,983.23	0.00 %
Total Income	\$35,972.89	\$139,767.98	\$ -103,795.09	\$433,992.84	100.00 %
Cost of Goods Sold					
Program Passthrough	3,841.33	14,632.87	-10,791.54	33,440.76	10.68 %
WCB	598.28	136.49	461.79	37,672.83	1.66 %
Agricultural Rebate	0.00	0.00	0.00	45,190.88	0.00 %
Weed Management	0.00	0.00	0.00	404.22	0.00 %
WETA	0.00	0.00	0.00	2,380.00	0.00 %
Total Program Passthrough	4,439.61	14,769.36	-10,329.75	119,088.69	12.34 %
Total Cost of Goods Sold	\$4,439.61	\$14,769.36	\$ -10,329.75	\$119,088.69	12.34 %
GROSS PROFIT	\$31,533.28	\$124,998.62	\$ -93,465.34	\$314,904.15	87.66 %
Expenses					
Facilities Overhead	0.00	0.00	0.00	0.00	0.00 %
Automobile Expense	11.64	11.64	0.00	950.24	0.03 %
Auto Replacement	25,500.01	0.00	25,500.01	25,500.01	70.89 %
Fuel	1,005.67	365.84	639.83	4,810.51	2.80 %
Vehicle Repairs	82.50	127.12	-44.62	1,479.08	0.23 %
Fleet Management	23.26	23.26	0.00	447.65	0.06 %
Fastrak	0.00	0.00	0.00	630.00	0.00 %
Total Automobile Expense	26,623.08	527.86	26,095.22	33,817.49	74.01 %
Rent	975.00	975.00	0.00	8,600.00	2.71 %

Mission Resource Conservation District

Profit Loss February 2026

	TOTAL				
	FEB 2026	JAN 2026 (PP)	CHANGE	JUL 2025 - FEB 2026 (YTD)	% OF INCOME
Insurance	965.42	965.41	0.01	7,814.90	2.68 %
Equipment Repairs & Maintenance	670.00	0.00	670.00	670.00	1.86 %
Telephone	158.03	79.55	78.48	1,061.64	0.44 %
Building Maintenance	0.00	0.00	0.00	21.93	0.00 %
Total Facilities Overhead	29,391.53	2,547.82	26,843.71	51,985.96	81.70 %
Labor	0.00	0.00	0.00	0.00	0.00 %
Wages	25,739.41	37,851.08	-12,111.67	228,736.40	71.55 %
Payroll Tax Expenses	2,405.52	4,413.19	-2,007.67	19,115.24	6.69 %
Health Insurance	792.94	678.88	114.06	6,115.40	2.20 %
Work Comp	116.97	239.00	-122.03	1,057.75	0.33 %
Total Labor	29,054.84	43,182.15	-14,127.31	255,024.79	80.77 %
Office & Admin	209.93	0.00	209.93	910.95	0.58 %
Professional Fees	0.00	0.00	0.00	0.00	0.00 %
Auditor	729.17	729.17	0.00	4,083.32	2.03 %
Consultant	0.00	0.00	0.00	14,785.00	0.00 %
Total Professional Fees	729.17	729.17	0.00	18,868.32	2.03 %
Payroll Service Fees	654.00	606.00	48.00	4,896.00	1.82 %
Website Maintenance & IT Support	462.95	462.95	0.00	5,642.76	1.29 %
Office Expense	44.70	0.00	44.70	1,437.40	0.12 %
Dues and Subscriptions	0.00	599.00	-599.00	2,855.93	0.00 %
Interest Expense	0.00	0.00	0.00	167.95	0.00 %
Late Fees	0.00	0.00	0.00	35.00	0.00 %
Postage and Delivery	0.00	0.00	0.00	453.17	0.00 %
Travel, Training & Meeting	0.00	720.00	-720.00	1,229.00	0.00 %
Total Office & Admin	2,100.75	3,117.12	-1,016.37	36,496.48	5.84 %
Total Expenses	\$60,547.12	\$48,847.09	\$11,700.03	\$343,507.23	168.31 %
NET OPERATING INCOME	\$ -29,013.84	\$76,151.53	\$ -105,165.37	\$ -28,603.08	-80.65 %
Other Income					
Rebates	0.00	137.43	-137.43	137.43	0.00 %
Total Other Income	\$0.00	\$137.43	\$ -137.43	\$137.43	0.00 %
NET OTHER INCOME	\$0.00	\$137.43	\$ -137.43	\$137.43	0.00 %
NET INCOME	\$ -29,013.84	\$76,288.96	\$ -105,302.80	\$ -28,465.65	-80.65 %



CONSERVATION • DEVELOPMENT • SELF-GOVERNMENT

MISSION RESOURCE CONSERVATION DISTRICT

138 S. Brandon Street, Fallbrook, CA 92028

District Regular Board Meeting, January 12, 2026

3:00 p.m.

MINUTES

I. CALL TO ORDER

The meeting was called to order at 3:03 p.m. by President Scott Murray.

II. Welcome Guests – none

III. Roll Call, Determination of Quorum - A Quorum is present.

Directors present: Scott Murray President
Bob Lin, Vice President
Peggy Brown, Treasurer
Lynne Barnett, Director

Directors absent: Victor Santos
Associates present: Cheryl Lindberg, Mark Mervich
Staff present: Ani Vartanians, District Manager

IV. Additions to the Agenda (Gov. Code 54954.2(b)) - none.

V. Oral Communications to the Board of Directors – none

SECTION 1 - CONSENT ITEMS

- 1-A: Treasurer's Report
- 1-B: Monthly Expenses – October 2025
- 1-C: Minutes – October 2025 meeting

Following discussion about District finances, a motion was made and seconded to approve the Consent Items as presented. The motion carried under the following vote:

Director Murray , Aye
Director Lin, Aye
Director Brown, Aye
Director Barnett, Aye

SECTION 2 - STAFF, OTHER AGENCY, DIRECTOR, COMMITTEE REPORTS

- 2-A: NRCS Report – no report was given.
- 2-B: District Manager Report – Ani Vartanians delivered a full written report on current activities including cancelation of a scheduled workshop with FPUD. Ani and Scott to meet with FPUD regarding ongoing projects involving FPUD. Grant applications and results were discussed.



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2-C: Directors Reports – Peggy Brown reported on a meeting held with Cheryl Lindberg and staff to review financial procedures and reports.

2-D: Legislative Updates: A ballot initiative impacting agriculture through property tax rates (Prop 13 protection) was discussed. Brown Act revisions which may impact the District were discussed.

2-E: Board Committee Reports – none

SECTION 3 - CORRESPONDENCE - none

SECTION 4 - BOARD ACTION / DISCUSSION ITEMS

4-1: Board Member Updates and appointments. Lynne Turner Bartlett was sworn in as Director.

4.2: LAFCO MSR update. There is no update since the last report.

4.3: Policy for Board of Directors. A document "Board of Directors Code of Conduct and Governance Responsibilities", provided by San Diego County, was reviewed and discussed. A modification was discussed in Section 8. Attendance and Vacancies, regarding meeting absences, as follows:

"c. Directors may, in advance of a specific meeting, request that the remaining Directors excuse that specific absence. If approved, the absence would not count under subsections a or b, above."

A motion was made and seconded to adopt the Board of Directors Code of Conduct and Governance Responsibilities in its entirety, with the above noted revision. The motion carried under the following vote:

Director Murray , Aye
Director Lin, Aye
Director Brown, Aye
Director Barnett, Aye

SECTION 5 - LEGAL MATTERS

No closed session was held.

SECTION 6 – AGENDA SUGGESTIONS – NEXT MEETING date March 16, 2026

Policy on check signers
Report on meeting with FPUD leadership
LAFCO MSR update.



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There being no further business, a motion was made, seconded and carried to *adjourn the meeting* under the following vote:

- Director Murray, Aye
- Director Lin, Aye
- Director Brown, Aye
- Director Barnett, Aye

The meeting was adjourned at 4:33 p.m.

Minutes approved on: _____ 2026

Approved by: _____

Attest by: _____

February 12, 2025

Ani Vartanians
Mission Resource Conservation District
anniv@missionrcd.org

Dear Ani,

It was a pleasure to speak with the both of you. We are excited for the opportunity to work with you:

Bookkeeping Rates

Remote Bookkeeping \$70 per hour
Account Manager \$95 per hour

Rates will increase by 3% annually on February 1st of each year (starting February 1, 2027)

Term of Agreement

The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect for one year. The agreement will autorenew until terminated as provided in this Agreement.

In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 60 days' written notice to the other Party.

This Agreement may be terminated at any time by mutual agreement of the Parties. The obligations of the Consultant will end upon the termination of this Agreement.

Liability of Consultant

In furnishing the Company with consulting services, neither the Consultant, nor any officer, director, or agent thereof shall be held liable to the Company or its creditors or stockholders for errors of judgment or for anything except wilful misfeasance, bad faith, or gross negligence in the performance of its duties, or reckless disregard of its obligations and duties under the terms of this Agreement.

Non Solicitation

Each party (a "Restricted Party") acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, the Restricted Party will not, individually or in conjunction with others, directly or

indirectly solicit, induce or influence any of the other party's employees with whom the Restricted Party worked to discontinue or reduce the scope of their business relationship with the other party, or recruit, solicit or otherwise influence any employee of the other party with whom the Restricted Party worked to discontinue his/her employment or agency relationship with the other party. In the event of a violation of the terms of the restrictive covenants in this section, the parties acknowledge and agree that the damages to the other party would be difficult or impracticable to determine, and in such event, the Restricted Party will pay the other party as liquidated damages and not as a penalty an amount equal to the amount that the other party paid to that employee in the one (1) year period immediately preceding the date on which the Restricted Party violated the foregoing restriction, whichever is greater. In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to a party's employees by the Restricted Party will be deemed to be a material breach of this Agreement, in which event the affected party shall have the right, but not the obligation, to terminate this Agreement or any then current Quote immediately For Cause.

Interest Payable

Interest payable on any overdue amounts is charged at a rate of 3.00% per year. We bill every 2 weeks for time spent and invoices are due upon receipt. We focus on being reliable, efficient, and flexible in carrying out any necessary tasks to support our clients.

Thank you,

Grace Dougan

Signature

Date

Quote and Terms accepted by:

Name

Signature

Date

tel 415 827 9648

email grace@gracedouganconsulting.com

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement") is made and entered into by and between the law firm of Colantuono, Highsmith & Whatley, PC, a California professional corporation ("Firm"), and the Mission Resource Conservation District, a California independent special district ("District").

AGREEMENT

I. SCOPE OF SERVICES.

A. The Firm shall discharge the duties of the office of General Counsel of the District and shall use its best efforts to provide legal services in a competent and professional manner. The Firm shall provide all legal services to the District of the kind and nature typically provided by an in-house General Counsel's office unless specifically stated otherwise in this Agreement or otherwise directed in writing by the District. Except where conflict of interest rules require otherwise, the Firm shall supervise the activities of all other counsel retained by or for the District and shall review the work of such counsel on behalf of the District.

B. The legal services to be provided by the Firm shall consist of those set forth in Exhibit "A" and shall be billed at the rates set forth in Exhibit "B," both of which are attached hereto and fully incorporated herein by reference.

2. DESIGNATION OF GENERAL COUNSEL.

Colantuono, Highsmith & Whatley, PC is designated as General Counsel and Assistant General Counsel of the District. The parties understand and agree that the Firm may, from time to time, utilize other attorneys within the Firm to assist in the performance of this Agreement but that General Counsel will attend Board meetings when requested and will supervise all services rendered under this Agreement.

3. BILLING PROCEDURES AND MONTHLY STATEMENTS.

A. The Firm shall submit to the District, within 30 days after the end of each calendar month, an itemized statement of the professional services provided and the time expended to provide those services in the form customarily submitted by the Firm to clients which are billed on an hourly basis. The parties acknowledge that payment of all monthly statements is expected to be made within 30 days of the billing date. The District will not be liable for interest or finance charges, although persistent late payment shall be a basis for the Firm to review its relationship with the District.

B. The Firm will bill the District for actual, out-of-pocket expenses such as, but not limited to, filing fees, duplication costs, and authorized travel, including mileage at the IRS rate. All expenses will be billed at cost, without markup. These items will be separately designated on the Firm's monthly statements as "disbursements," and will be billed in addition to fees for professional services.

C. The Firm will not charge for word-processing services or secretarial overtime. The Firm will not charge for computerized legal research within the scope of its contract with Westlaw or a similar provider, but will pass through to the District at cost, without markup, its cost for use of specialized databases outside that contract.

D. Time will be charged by the Firm in increments of 1/10 of an hour (i.e., six-minute units). The rate structure in general, or the rates of attorneys of particular levels of experience, may be increased or altered from time to time. No such change shall affect the terms of Exhibit B to this Agreement absent amendment of this Agreement pursuant to Section 8 below.

E. The Firm will not charge the District for the attendance of more than one attorney at any meeting, proceeding or deposition without first discussing the need to do so with the principal client contact for the matter, and will limit multiple attendance to exceptional circumstances where such attendance is necessary for the benefit of the client.

F. On occasion, we may receive small sums of money belonging to you, such as a credit for an overpayment by a vendor, a refund from a court, or the like. The California State Bar requires us to alert you to sums we receive on your behalf within 14 days of receipt and to forward those funds to you within 45 days of receipt unless we have your direction otherwise. Processing payments for small amounts may be burdensome to your accounting staff and to ours. Therefore, by signing this letter agreement for legal services, you agree that, should we receive any amount to your credit of \$500 or less and we do not have other instructions from you with respect to that money, we may place these funds in our client trust account and apply them to future invoices to you for our services. You can alter this agreement at any time as to some or all funds we hold by letting us know, in writing, how we should handle your money. We will inform you of our receipt of funds promptly upon each receipt and will remind you of your right to alter these standing instructions as to any payment.

4. RESOLUTION OF FEE DISPUTES.

We rarely have disputes with clients over our fees. Nevertheless, you should be aware that you are entitled to require that any fee dispute be resolved by binding arbitration pursuant to the arbitration rules for legal fee disputes of the County Bar Association in any county in which we maintain an office. We agree that all disputes

between us regarding the services rendered or fees charged not resolved via County Bar fee arbitration will be submitted to binding arbitration in San Diego County to be conducted by ADR Services, Inc. in accordance with its commercial arbitration rules. YOU SHOULD REVIEW THIS PARAGRAPH CAREFULLY AND, IF YOU WISH, SEEK INDEPENDENT LEGAL COUNSEL REGARDING IT, AS YOU AND WE ARE AGREEING TO FOREGO SIGNIFICANT RIGHTS IN THE EVENT OF A DISPUTE BETWEEN US, INCLUDING THE RIGHT TO A JURY TRIAL.

5. TERM OF THE AGREEMENT.

This Agreement shall be effective as of the date of the last signature (“Effective Date”) and shall be and remain in full force and effect until terminated in accordance with the provisions of Section 6 hereof. Notwithstanding the proceeding sentence, the parties agree that the Firm will commence services on April 1, 2026.

6. TERMINATION OF THE AGREEMENT.

District may terminate the Firm’s representation at any time, without cause, subject to an obligation to give notice in writing to the Firm at least 30 days before termination. Termination is effective 30 days from the date of the written notice unless otherwise specified therein. The Firm has the same right, subject to the Firm’s ethical obligations to allow the District sufficient notice prior to termination so that District may to arrange alternative representation. In either circumstance, District agrees to secure new counsel as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record in any action in which the Firm may represent the District. The Firm agrees to cooperate fully in any such transition, including the transfer of files. Notwithstanding the termination of the Firm’s representation, District will remain obligated to pay to the Firm all fees and costs incurred previously.

7. FILES AND RECORDS.

A. All legal files of the Firm pertaining to the District shall be and remain the property of District. The Firm will control the physical location of such files during the term of this Agreement. The Firm may, in its discretion, maintain all or part of the District’s client file in electronic format. The Firm may store part or all of the District’s electronic documents using secure cloud storage services. If so, the Firm will use all reasonable methods to maintain the confidentiality of District files, just as it does for the District’s non-digital files. The District’s data will be password protected and encrypted using currently available technology.

B. The Firm shall maintain full and accurate records with respect to all matters covered under this Agreement for two years after the expiration or termination of this Agreement. If the District asks the Firm to deliver its files to the District, delivery

of an electronic version, together with any materials that cannot be saved electronically, satisfies the Firm's obligation to release all client papers and property to the District. Two years after termination of the attorney-client relationship, and after reasonable notice, the Firm will be free to destroy the District's client file, including all electronic records. The Firm may also discharge its obligation to maintain the District's file prior to the expiration of two years by mailing a copy to the District. "Reasonable notice" means the Firm's mailing notice to the District of its intent to destroy the District's client files.

C. District shall have the right to access and examine records of the Firm pertaining to the District, without charge, during normal business hours upon written request, provided, however, that Firm may protect the confidences of its other clients and otherwise comply with applicable law. District shall further have the right to audit such records, to make transcripts therefrom and to inspect all data, documents, proceedings, and activities upon written request, provided, however, that Firm may protect the confidences of its other clients and otherwise comply with applicable law. The Firm does not permit direct access to its files by clients, but will provide the District access to the Firm's records pertaining to the District as provided herein and upon written request. This same procedure will apply to information stored in the cloud. District acknowledges that Firm may use artificial intelligence tools in its representation of the District. If it does so, it will ensure that confidential information is maintained in confidence and that any writing or analysis produced by generative artificial intelligence is edited or confirmed by an attorney before use.

8. MODIFICATIONS TO THE AGREEMENT.

This Agreement may be amended from time to time by agreement of the parties.

Unless otherwise provided in this Agreement, modifications relating to the nature, extent, or duration of the Firm's professional services to be rendered hereunder shall require the prior written approval of the District Board. Any such written approval shall be a supplement to this Agreement and shall specify any changes in the Scope of Services and the agreed-upon billing rates to be charged by the Firm and paid by the District.

9. INDEPENDENT CONTRACTOR.

No employment relationship is created by this Agreement. The Firm and its members shall, for all purposes, be an independent contractor to the District. The Firm and its members shall not be entitled to participate in any pension plan (including, without limitation, the Public Employees Retirement System), insurance, bonus, or other similar benefits provided to District employees.

10. NONDISCRIMINATION.

In the performance of this Agreement, the Firm shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, medical condition, or any other unlawful basis.

11. ASSIGNMENT AND DELEGATION.

This Agreement contemplates the personal professional services of the Firm.

Neither this Agreement nor any portion thereof shall be assigned or delegated without the prior written consent of the District. Delegation to attorneys outside the Firm shall be limited to those situations in which the Firm is disqualified by virtue of a conflict of interest, or where the Firm does not possess the expertise to competently perform services in a particular practice area. Delegation shall not be made without the prior written approval of the District's Chief Executive Officer. The Firm shall supervise delegated work, except where precluded from doing so by a conflict of interest, and where otherwise agreed to by the parties hereto.

12. INSURANCE.

A. The Firm currently maintains in full force and effect a professional liability insurance policy which provides coverage in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate. That policy covers the District for any damages or losses it suffers as a result of any error or omission or neglect by the Firm which arises out of the professional services required by this Agreement.

B. The Firm currently maintains workers' compensation insurance in accordance with Section 3700 of the California Labor Code.

C. The Firm agrees to notify District in the event the limits of its insurance should fall below the coverages stated in paragraph A or if the insurance policies noted here are allowed to lapse and substitute insurance is not obtained.

13. INDEMNIFICATION.

The Firm shall indemnify, hold harmless and defend District, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any intentional, reckless, or negligent acts, errors or omissions of the Firm in the performance of this Agreement.

14. CONFLICTS OF INTEREST.

The Firm and its members shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 et seq.).

15. PERMITS AND APPROVALS.

The Firm and its members shall obtain, at the Firm's sole cost and expense, all permits, and licenses necessary in the performance of this Agreement.

16. FEDERAL PROVISIONS.

Federal financial assistance may be used to fund all or a portion of this Agreement. The Firm shall comply with all federal requirements including, but not limited to, the following:

A. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.

B. Federal Contract Provisions attached hereto as Exhibit "C" and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

17. SEVERABILITY.

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18. ENTIRE AGREEMENT.

This Agreement, together with Exhibits "A", "B" and "C" hereto, shall constitute the full and complete agreement and understanding of the parties and shall be deemed to supersede all other written or oral statements of any party hereto relating to the subject matter hereof.

This Agreement shall become effective as of the last dated signature below.

“DISTRICT”

Mission Resource Conservation District

“FIRM”

Colantuono, Highsmith & Whatley, PC

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT A

SCOPE OF SERVICES

A. General Counsel Legal Services. General counsel legal services shall include:

General Services

- Oversee and manage the legal affairs of the District and ensure that the policies, programs, and activities of the District and its employees and agents are carried out in compliance with all applicable laws and that the legal interests of the District are otherwise protected to the fullest extent possible.
- Provide legal advice and opinions as requested by the Board of Directors, CEO, or designated staff.
- Interpret laws, legislation, rulings, and regulations for the District.
- Advise the Board of Directors and staff on issues related to public agency and healthcare law.
- Represent and advise the Board of Directors as the governing body and CEO, and designated staff in all matters of law pertaining to their offices.
- Represent the District in administrative and legal proceedings, providing litigation services as needed.
- Represent and work with the Board of Directors, CEO, or designated staff on negotiations and preparing related agreements.
- Monitor current, new, and pending state and federal legislation, and case law as applicable to the District, and timely inform and provide direction to Board members, the CEO, and designated staff regarding compliance issues and/or impacts to the District.
- Provide prompt responses, have availability for remote consultation and in person meetings, and render written opinions on given issues related to District business in a timely manner.

Board Services

- Attend regular Board meetings and special Board meetings upon request.
- Advise the Board of Directors and staff on relevant laws and regulations including, but not limited to: the Ralph M. Brown Act, California Public Records Act; AB 1234 compliance requirements; parliamentary procedures for running meetings; and public official conflict of interest requirements under the Political

Reform Act and Government Code Section 1090 et seq.; including, providing or arranging education and in-service seminars as mutually agreed to maintain and increase the knowledge of the Board of Directors and staff, to the fullest extent possible on these topics and healthcare issues.

- Enforce all ordinances and regulations through administrative and judicial actions as required by law or as requested by the Board of Directors.

Staff Services

- Review and board and committee agendas and reports as requested.
- Aid in responding to public records requests.
- Prepare or review all ordinances, resolutions, agreements, contracts, deeds, declarations of restrictive covenants, leases, licenses, policies, rules and regulations, terms and conditions, and all other legal documents as requested by the CEO or designated staff.
- Draft memoranda, with proposed language, to address issues raised during negotiations.
- Advise on individual labor and employment matters (to include personnel and benefit issues) or work with special counsel as needed.
- Provide legal support while working with other individuals, local governmental agencies, nonprofit organizations, or private entities that the district interacts with as part of providing grants and programs.

Value Added Services

- Trainings for Board and Staff.
- Drafting/Analysis of Legislation/Regulations.

EXHIBIT B

APPLICABLE BILLING RATES

- A. **General Counsel Services.** General counsel services are offered at a maximum rate of \$300 per hour.
- B. **Litigation Services.** Litigation services are offered at a maximum rate of \$400 per hour.
- C. **Travel.** Travel at the District’s request will be billed at half time (the firm absorbs half the cost and bills the other half to the District).
- D. **Adjustments.** Commencing upon the anniversary of the Effective Date, and annually thereafter, the above rates may be increased by the most-recent 12 months’ change in the Consumer Price index for the San Diego region, not to exceed 5 percent, with the increase rounded to the nearest \$10.00.

2026 Compensation Rates

<u>General Counsel</u>		<u>Litigation</u>	
3rd Year Associates & Senior	\$300	7th Year Associates & Senior	\$400
2nd Year Associates	\$275	6th Year Associates	\$355
1st Year Associates	\$275	5th Year Associates	\$320
Paralegals	\$220	4th Year Associates	\$310
Legal Assistants	\$200	3rd Year Associates	\$300
		2nd Year Associates	\$275
		1st Year Associates	\$275
		Paralegals	\$220
		Legal Assistants	\$200

EXHIBIT C

FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, Colantuono, Highsmith & Whatley, PC, ("Consultant") shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit C. In this Exhibit C, the term "Agency" shall mean the local agency entering into this contract with Consultant.

1. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)

- (A) Consultant shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.
- (B) Affirmative steps shall include:
 - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
 - (v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.
- (C) Consultant shall submit evidence of compliance with the foregoing affirmative steps when requested by the Agency.

- (D) Notwithstanding the foregoing, the affirmative steps requirements detailed above do not apply in the case of a noncompetitive procurement made under the emergency exception/exigency exception to competitive procurements.

2. COST PRINCIPLES (2 C.F.R. PART 200, SUBPART E)

- (A) If any indirect costs will be charged to the Agency under this contract, such costs must conform to the cost principles set forth under the Uniform Rules at 2 C.F.R. Part 200, subpart E (“Cost Principles”). In general, costs must (i) be necessary and reasonable; (ii) allocable to the grant award; (iii) conform to any limitations or exclusions set forth in the Cost Principles; (iv) be adequately documented; and (v) be determined in accordance with generally accepted accounting principles (“GAAP”), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 C.F.R. Part 200, subpart E. 2 C.F.R. § 200.403. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by Consultant.

3. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

- (A) Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Consultant's personnel for the purpose of interview and discussion related to the books and records.
- (B) Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (C) Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON- FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200, Appendix II)

- (A) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. If the contract is in excess of \$10,000 and the contract does not include provisions for both termination for cause and termination for convenience by the Agency, including the manner by which it will be effected and the basis for settlement, then the following termination clauses shall apply. If the contract is for more than the simplified acquisition threshold (see 2 C.F.R. § 200.88) at the time the contract is executed and does not provide for administrative, contractual, or legal remedies in instances where Consultant violates or breaches the terms of the contract, then the following termination clauses shall apply and have precedence over the contract. Otherwise, the following termination clauses shall not be applicable to the contract.
- (i) Termination for Convenience. The Agency may, by written notice to Consultant, terminate this contract for convenience, in whole or in part, at any time by giving written notice to Consultant of such termination, and specifying the effective date thereof (“Notice of Termination for Convenience”). If the termination is for the convenience of the Agency, the Agency shall compensate Consultant for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work or materials not provided, including anticipated profit. Consultant shall provide documentation deemed adequate by the Agency to show the work actually completed or materials provided by Consultant prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.
- (ii) Termination for Cause. If Consultant fails to perform pursuant to the terms of this contract, the Agency shall provide written notice to Consultant specifying the default (“Notice of Default”). If Consultant does not cure such default within ten (10) calendar days of receipt of Notice of Default, the Agency may terminate this contract for cause. If Consultant fails to cure a default as set forth above, the Agency may, by written notice to Consultant, terminate this contract for cause, in whole or in part, and specifying the

effective date thereof ("Notice of Termination for Cause"). If the termination is for cause, Consultant shall be compensated for that portion of the work or materials provided which has been fully and adequately completed and accepted by the Agency as of the date the Agency provides the Notice of Termination. In such case, the Agency shall have the right to take whatever steps it deems necessary to complete the project and correct Consultant's deficiencies and charge the cost thereof to Consultant, who shall be liable for the full cost of the Agency's corrective action, including reasonable overhead, profit and attorneys' fees.

- (iii) Reimbursement; Damages. The Agency shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold compensation for defective work or other damages caused by Consultant's performance of the work.

- (iv) Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, Consultant shall promptly discontinue the work unless the Notice directs to the contrary. Consultant shall deliver to the Agency and transfer title (if necessary) to all provided materials and completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this contract. Consultant acknowledges the Agency's right to terminate this contract with or without cause as provided in this Section, and hereby waives any and all claims for damages that might arise from the Agency's termination of this contract. The Agency shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed work or materials not provided and shall not be entitled to damages or compensation for termination of work or supply of materials. If Agency terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, Consultant shall be entitled to receive only the amounts payable under this Section, and Consultant specifically waives any claim for any other

amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The rights and remedies of the Agency provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

(B) Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

- (i) Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.
- (ii) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
- (iii) Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of

such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Consultant's legal duty to furnish information.

- (iv) Consultant will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (v) Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (vi) Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (vii) In the event of Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No.11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No.11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (viii) Consultant will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by

rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or firm. Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or firm as a result of such direction, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- (C) Appendix II to Part 200 (D) – Davis-Bacon Act; Copeland Act: Not applicable to this contract.
- (D) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:
 - (i) If this contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Consultant shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - (ii) No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless

such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (iii) In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.
- (iv) The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.
- (v) Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

(E) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

- (i) If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Agency.
- (ii) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- (iii) This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

(F) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of \$150,000, Consultant shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- (i) Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.
 - (ii) Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.
- (G) Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - (i) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - (ii) Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to

comply with these regulations in any lower tier covered transaction it enters into.

- (iii) This certification is a material representation of fact relied upon by Agency. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - (iv) Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the Agency in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.
- (H) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this contract is in excess of \$100,000, Consultant shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds \$100,000.00, Consultant shall file with the Agency the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.” Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- (I) Appendix II to Part 200 (I) – Procurement of Recovered Materials:
- (i) Consultant shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and

Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

- (ii) In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.
- (iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

5. MISCELLANEOUS PROVISIONS

- (A) Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- (B) This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- (C) Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Consultant's actions pertaining to this contract.
- (D) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Agency, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.

(E) General and Administrative Expenses And Profit For Time And Materials Contracts/Amendments.

- (i) General and administrative expenses shall be negotiated and must conform to the Cost Principles.
- (ii) Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by Consultant, Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (iii) Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.