**FUNDING AGREEMENT**

 This Funding Agreement (“Funding Agreement”) is entered into by and between the Inland Empire Resource Conservation District, a California public agency (“District”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a California public agency or duly formed corporation (“Recipient”). This Funding Agreement is dated , 20\_\_. The District and the Recipient are sometimes referred to individually herein as a “Party” and collectively as the “Parties.”

**RECITALS**

 **WHEREAS,** the District has established a Special Projects Fund (“SPF”) to fund District mission-focused work within the District’s service area;

 **WHEREAS,** the District advertised a Request for Proposals (“RFP”) for fiscal year 20\_\_-20\_\_ for entities desiring SPF monies for projects meeting the District’s mission and goals;

 **WHEREAS,** the Recipient submitted a proposal in response to the RFP seeking funding for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and as further described in **Exhibit A** to this Funding Agreement, attached hereto and incorporated herein by this reference (collectively, the “Work”); and

 **WHEREAS,** District and Recipient each desire to enter into this Funding Agreement for the reimbursement of certain costs of the Work to the Recipient by the District via the SPF upon the terms and conditions set forth herein,

 **NOW, THEREFORE,** the Parties agree as follows:

**TERMS**

1. **Term**.
	1. Effective Date. This Funding Agreement will become effective on the date first set forth above (“Effective Date”).
	2. Term. This Funding Agreement shall be in effect commencing upon the Effective Date and shall automatically terminate June 30, 20\_\_ unless otherwise agreed in writing by the Parties or unless earlier terminated pursuant to the terms hereof, except that the indemnification obligations herein shall survive any termination of this Funding Agreement. *Initial here:*\_\_\_\_\_\_\_
2. **Representations and Warranties**.
	1. Recipient’s Warranties. Recipient represents and warrants to District that, as to the Recipient’s actual current knowledge:
		1. The Recipient is a public agency or duly formed corporation authorized and qualified to do business in California;
		2. The Recipient owns and operates or otherwise has authority to access and utilize the properties upon which the Work will be completed.
		3. The Recipient shall provide to the District, on or before execution of this Funding Agreement, any applicable public agency or corporate resolution or corporate bylaws authorizing those individuals signing for the Recipient to sign and bind the Recipient, as well as certificates of incumbency for those individuals signing for the Recipient, if applicable;
		4. The Recipient has taken all actions required by law to approve the execution of this Funding Agreement;
		5. The Recipient’s entry into this Funding Agreement and/or the performance of the Recipient’s obligations hereunder does not violate any contract, agreement, or other legal obligation of the Recipient;
		6. The Recipient’s entry into this Funding Agreement and/or the performance of the Recipient’s obligations hereunder does not constitute a violation of any state or federal statute or judicial decision to which the Recipient is subject;
		7. There are no pending lawsuits or other actions or proceedings which would prevent or impair the timely performance of the Recipient’s obligations under this Funding Agreement;
		8. The Recipient has the legal right, power and authority to enter into this Funding Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Funding Agreement have been duly authorized and no other action by Recipient is requisite to the valid and binding execution, delivery and performance of this Funding Agreement, except as otherwise expressly set forth herein.

The Parties each acknowledge that the foregoing warranties and representations are a material part of this Funding Agreement.

1. **Recipient’s Obligations**.
	1. Work. The Recipient shall complete or cause to be completed all of the Work in compliance with all applicable laws and regulations of the United States, the State of California, the District and all other public and governmental agencies having jurisdiction over any of the Work, including but not limited to all required permitting and other approvals procedures.
	2. Schedule of Performance. The Recipient shall diligently and in good faith pursue and perform its obligations with respect to the Work and shall complete the work in accordance with the schedule set forth in Exhibit A. Upon the District’s request, the Recipient shall inform the District of the current status of progress on the Work and shall provide the District with notice of completion of the Work.
	3. Application for Reimbursement. Recipient shall submit to the District an itemized application for reimbursement in a format acceptable to the District indicating the amount of Work completed since commencement of the Work and since the last reimbursement. These applications shall be supported by evidence of costs accrued and such other documentation as the District may require. The Recipient shall certify that the Work for which reimbursement is requested has been done. The Recipient shall not submit applications for reimbursement more than quarterly. *Initial here:\_\_\_\_\_\_\_\_\_\_*
	4. Use of Financial Assistance. The Recipient covenants and agrees that it shall use any and all Financial Assistance, as defined below, paid by the District to the Recipient pursuant to this Funding Agreement solely for the reimbursement of its actual costs for the Work and for no other purpose.
2. **District’s Obligations**.
	1. Reimbursement. The District agrees to pay to the Recipient a sum, not to exceed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DOLLARS (\_\_\_\_), subject to the terms and conditions of this Funding Agreement, for the sole purpose of reimbursing Recipient’s actual, reasonable costs for the Work (“Financial Assistance”). The Financial Assistance shall not be considered the Recipient’s sole source of funding for the Work. Notwithstanding anything in this Funding Agreement, the District’s obligations to pay the Financial Assistance to the Recipient are expressly contingent upon District’s receipt of a timely application for reimbursement on a form acceptable to the District and all evidence of costs accrued and other documentation as the District may require.
	2. Disbursement of Financial Assistance. The District agrees to disburse that portion of the Financial Assistance attributable to a portion of the Work for which (i) an application for reimbursement has been submitted and (ii) Recipient has submitted paid invoices or receipts for the Work as provided in Section 3. Such disbursement shall be made within thirty (30) days of receipt of an acceptable application for reimbursement and the collective amount of reimbursements shall not exceed the total Financial Assistance award.
3. **Indemnification**. Recipient agrees to indemnify, defend, and hold the District, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys’ fees, or claims for injury or damages arising out of the performance of this Agreement and the Work, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Recipient, its officers, agents, or employees. This section shall survive the termination or expiration of this Funding Agreement.
4. **Prevailing Wages**. Recipient is aware of the requirements of California Labor Code Sections 1720 *et seq*. and 1770 *et seq*. (collectively, “Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Work qualifies as a “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Recipient agrees to fully comply with such Prevailing Wage Laws. Recipient shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Recipient and all of its contractors and subcontractors to comply with all applicable California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). *Initial here:\_\_\_\_\_\_\_\_*
5. **Insurance**.
	1. Minimum Requirement. The Recipient shall furnish or cause to be furnished to the District duplicate originals of and appropriate endorsements to the Recipient’s comprehensive general liability and automobile insurance policies (for owned and non‑owned vehicles) in the amounts set forth in Section 7.2, naming the District as additional or co-insureds. The Recipient shall also furnish or cause to be furnished to the District evidence satisfactory to the District that any contractor with whom the Recipient has contracted for the performance of work on the Properties carries Workers’ Compensation insurance as required by law. All policies shall be “occurrence”, not “claims made” policies and shall be primary and non‑contributing to any insurance that the District may elect to obtain. Such policies shall contain or be endorsed with a full waiver of subrogation clause. The policies shall be issued by a carrier admitted to do business in California, with a Best’s rating of A-VII or better. Said policies shall provide that they shall not be canceled or reduced in types of coverage or amount of coverage without at least thirty (30) days prior written notice to the District. The policy amounts set forth above shall not limit or define the extent of the Recipient’s indemnity liability pursuant to Section 4.2 or any other provision of this Funding Agreement, or arising as a matter of law or at equity. *Initial here:\_\_\_\_\_\_\_\_*
	2. Minimum Limits. Recipient shall maintain limits no less than:
		1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, the general aggregate limit shall be $2,000,000;
		2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage. If Automobile Liability Insurance with general aggregate limit is used, the general aggregate limit shall be $2,000,000.
	3. Duration. The obligations set forth in this section shall remain in effect until the entirety of the Financial Assistance has been paid or the District’s obligation to pay the same has been excused or discharged.
6. **No Discrimination or Segregation**. Recipient covenants that:
	1. No person shall, on the grounds of race, sex, creed, color, religion or national origin, be excluded from participating in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment supported by this Funding Agreement.
	2. The Recipient shall not discriminate against any person on the basis of race, color, creed, religion, natural origin, ancestry, sex, marital status or physical handicap in the performance of the Work or this Agreement. Without limitation, the Recipient hereby certifies that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status or national origin.
7. **Prohibition Against Transfer or Assignment of this Funding Agreement**. The Recipient may not transfer, assign, convey, encumber, or hypothecate any of its rights or obligations under this Funding Agreement, without the express written consent of the District, which may be given, withheld or conditioned in the District’s sole, absolute and subjective discretion. Without limiting the generality of the foregoing, the Recipient may not assign any right it may have pursuant to this Funding Agreement, including, without limitation, the right to receive the Financial Assistance Payments, as security for Recipient’s performance of any monetary or non‑monetary obligation to any third party or otherwise.
8. **Compliance with Laws**. The Recipient hereby assures and certifies that it has complied with and will continue to comply with all applicable federal, state, and local laws, ordinances, regulations, policies, guidelines, and requirements as they relate to acceptance and use of Financial Assistance for the Work.
9. **Monitoring and Evaluation**. The District will monitor and evaluate the Recipient in the performance of this Funding Agreement. Authorized representatives of the District shall have the right of access to all activities and facilities operated by the Recipient under this Funding Agreement. Facilities include all files, records, and other documents related to the performance of this Funding Agreement. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on‑going program functions. The Recipient will ensure the cooperation of its staff and board members in such efforts. The District may conduct progress reviews. These reviews will focus on the extent to which planned Work has been implemented and measurable goals achieved, effectiveness of the Recipient’s management, and impact of the Work.
10. **Records and Inspection**. Records, maps, field notes and supporting documents and all other records pertaining to the use of Financial Assistance disbursed to the Recipient hereunder shall be retained by the Recipient and available to the District for examination and for purposes of performing an audit for a period of three (3) years from the date of expiration or termination of this Funding Agreement. Such records shall be available to the District and to appropriate county, state or federal agencies and officials for inspection with advance notice and during the regular business hours of the Recipient, excluding federal and state government holidays. In the event of litigation or an audit relating to this Funding Agreement or funds paid to the Recipient by the District under this Funding Agreement, such records shall be retained by the Recipient until all such litigation or audit has been resolved.
11. **Accounting**. At all times, the Chief Financial Officer or Treasurer of the Recipient shall maintain the financial books and records of the Recipient to be established pursuant to this Funding Agreement and maintained by the Recipient separate and apart from other Recipient financial records and shall set forth all financial activity hereunder as a separate line item in the annual budget of the Recipient.
12. **Audit Exceptions by State and Federal Agencies**. Recipient agrees that in the event the Work performed hereunder is subject to audit exceptions, it shall be responsible for complying with such exceptions and reimbursing the District the full amount of District’s liability resulting from such audit exceptions.
13. **Independent Contractor**. Both Parties in the performance of this Funding Agreement will be acting in an independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the agents or employees of the other Party for any purpose whatsoever, including workers’ compensation liability. Recipient shall bear the sole responsibility and liability for: 1) all wages, salaries, and other amounts due such personnel in connection with their performance of this Funding Agreement; 2) all reports and obligations respecting such personnel including, but not limited to, social security taxes, income tax, withholding, unemployment insurance, and workers’ compensation insurance; and 3) furnishing workers’ compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Recipient pursuant to this Funding Agreement.
14. **Termination**.
	1. For Cause. In addition to all other rights and remedies granted to the Parties under this Funding Agreement or available to them in equity or at law, either Party may terminate this Funding Agreement and all of its obligations hereunder without cost or liability upon an Event of Default as provided below.
		1. *Event of Default.* Each of the following shall constitute an “Event of Default”:
			1. The failure of Recipient to pay or perform any monetary covenant or obligation hereunder or any of the documents executed in connection herewith, without curing such failure within sixty (60) calendar days after receipt of written notice of such default from the District (or from any party authorized by the District to deliver such notice as identified by the District in writing to Recipient).
			2. The failure of Recipient or subcontractor to perform any nonmonetary covenant or obligation hereunder or any of the documents executed in connection herewith, without curing such failure within sixty (60) calendar days after receipt of written notice of such default from the Recipient or the District (or from any party authorized by the District to deliver such notice as identified by the District in writing) specifying the nature of the event or deficiency giving rise to the default and the action required to cure such deficiency; provided, however, that if any default with respect to a nonmonetary obligation is such that it cannot be cured within a sixty (60)-day period, it shall be deemed cured if such Recipient or subcontractor commences the cure within said sixty (60)-day period and diligently prosecutes such cure to completion thereafter.
		2. Notwithstanding anything herein to the contrary, the herein described notice requirements and cure periods shall not apply to any Event of Default described in the following sentence. Voluntary cessation of the operation of the Work for a continuous period of more than thirty (30) calendar days or the involuntary cessation of the operation of the Work in accordance with the Funding Agreement for a continuous period of more than sixty (60) calendar days, unless such cessation is approved, in writing, by the District.
		3. Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties under this Agreement are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.
	2. For Convenience. In addition to its rights under Section 16.1 above, either Party may terminate this Funding Agreement upon sixty (60) days’ notice to the other Party that termination of this Funding Agreement is in its best interests. Notwithstanding the foregoing, upon receipt of notice that the District intends to exercise its right to terminate this Funding Agreement for convenience, the Recipient shall be entitled to reimbursement of actual, reasonable costs relating to the Work that have been incurred by the Recipient as of the effective date of termination upon submission of all documentation required by the District for such reimbursement. In the event Recipient notifies the District that it intends to exercise its right to terminate this Funding Agreement, Recipient shall not thereafter be entitled to any additional reimbursement of costs relating to the Work, other than such amounts as have already been disbursed to the Recipient upon receipt by the District of all required documentation. The Recipient’s obligations to retain records and the District’s right to inspect such records shall survive termination for convenience by either Party.
15. **Notices**. All notices or other communications required or permitted hereunder shall be in writing, and may be personally delivered or sent by United States registered or certified mail, postage prepaid, return receipt requested, addressed to Parties at the addresses provided below, subject to the right of either Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the second business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail shall be deemed given upon receipt of the same by the Party to whom the notice is given.

 DISTRICT: Inland Empire Resource Conservation District

 25864-K Business Center Drive

Redlands, CA 92374

 Attn: Mandy Parkes, District Manager

 RECIPIENT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Personal Liability**. No board member, official, contractor, consultant, attorney or employee of the District shall be personally liable to the Recipient, any voluntary or involuntary successors or assignees, or any lender or other Party holding an interest in this Funding Agreement in the event of any default or breach by the District, or for any amount which may become due to the Recipient or to its successors or assignees, or on any obligations arising under this Funding Agreement.  No board member, official, contractor, consultant, attorney or employee of the Recipient shall be personally liable to the District, any voluntary or involuntary successors or assignees, or any lender or other Party holding an interest in the Properties in the event of any default or breach by the Recipient, or for any amount which may become due to the District or to its successors or assignees, or on any obligations arising under this Funding Agreement.
2. **Costs**. In the event of the bringing of an action or suit by a Party hereto against another Party hereunder by reason of any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other Party arising out of this Funding Agreement or any other dispute between the Parties concerning this Funding Agreement, then, in that event, the prevailing Party in such action or dispute, whether by final judgment or out of court settlement shall be entitled to have and recover of and from the other Party all costs and expenses of suit or claim, including actual attorneys ’ fees.
3. **Amendments**.  The Recipient and the District agree to consider reasonable requests for amendments to this Funding Agreement which may be made by any of the Parties hereto, including any reasonable requests made by a source of additional funding for the Work. Any amendments to the Funding Agreement must be in writing and signed by the appropriate authorities of both the District and the Recipient. The District Manager is authorized on behalf of the District to approve and execute minor amendments to this Funding Agreement with the concurrence of District General Counsel, including, but not limited to, the granting of extensions of time to the Recipient.
4. **General**.
	1. Jurisdiction. Any legal action or proceeding concerning this Funding Agreement shall be filed and prosecuted in the appropriate California state court in the County of San Bernardino, California. Each Party hereto irrevocably consents to the personal jurisdiction of the court. The District and the Recipient each hereby expressly waive the benefit of any provision of federal or state law or judicial decision providing for the filing, removal, or change of venue to any other court or jurisdiction, including, without limitation, federal district court, due to any diversity of citizenship between the District and the Recipient, due to the fact that either the City or the District is a party to such action or proceeding, or due to the fact that a federal question or federal right is involved or alleged. Without limiting the generality of the foregoing, the Recipient specifically waives any rights provided to it pursuant to California Code of Civil Procedure Section 394. The Recipient acknowledges that the provisions of this Section 21.1 are material consideration to the District for its entry into this Funding Agreement, in that the District will avoid the potential cost, expense, and inconvenience of litigating in a distant forum.
	2. Interpretation. The District and the Recipient acknowledge that this Funding Agreement is the product of mutual arms‑length negotiation and drafting and that each Party has been represented by legal counsel in the negotiation and drafting of this Funding Agreement. Accordingly, any rule of construction which provides that ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this Funding Agreement. In any action or proceeding to interpret or enforce this Funding Agreement, the finder of fact may refer to any extrinsic evidence not in direct conflict with any specific provision of this Funding Agreement to determine and give effect to the intention of the Parties.
	3. Counterparts. This Funding Agreement may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument. This Funding Agreement and its Exhibits represent the entire understanding of the Parties and supersedes all negotiations, letters of intent or previous agreements between the Parties with respect to all or any part of the subject matter hereof.
	4. No Waiver. Failure to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.
	5. No Third Party Beneficiaries. The performance of the District’s and the Recipient’s respective obligations under this Funding Agreement are not intended to benefit any party other than the District or the Recipient, except as expressly provided otherwise herein. No person or entity not a signatory to this Funding Agreement shall have any rights or causes of action against any Party to this Funding Agreement as a result of that Party’s performance or non‑performance under this Funding Agreement, except as expressly provided otherwise herein.
	6. Tax Effects. The Recipient acknowledges that the benefits to be received by Recipient hereunder may be taxable or have tax consequences pursuant to one or more provisions of the United States Internal Revenue Code or California Revenue and Taxation Code. The Recipient acknowledges that the District has not made any representation to the Recipient concerning the effect (if any) of such consequences and the Recipient acknowledges that it has retained independent tax advice from advisors of its own choosing. The Recipient shall be responsible for all tax consequences resulting from Recipient’s entry into this Funding Agreement or from any benefits which Recipient may receive pursuant to the provisions hereof.
	7. Entire Agreement. This Funding Agreement constitutes the entire agreement between Parties. This Funding Agreement supersedes all prior negotiation, discussions and agreements between Parties concerning the subject matters covered herein. The Parties intend this Funding Agreement to be the final expression of their agreement with respect to the subjects covered herein and a complete and exclusive statement of such terms.
	8. Limitation of Liability. The Recipient agrees that in no event will the District become liable to the Recipient under this Funding Agreement for any damages including but not limited to, special damages, loss of revenue, loss of profit, operating costs or business interruption losses, regardless of cause, including breach of contract, negligence, strict liability or otherwise. The limitations and exclusions of liability set forth in this Section shall apply regardless of fault, breach of contract, tort, strict liability or otherwise of the District, its employees or sub-consultants.
	9. Successors in Interest. All of the terms, covenants and conditions of this Funding Agreement shall be binding on and shall inure to the benefit of the Recipient and its permitted nominees, successors and assigns. Wherever the term “Recipient” is used herein, such term shall include any permitted nominee, assignee or successor of the Recipient. The qualifications and identity of the Recipient are of particular concern to the District, and it is because of such qualifications and identity that the District has entered into this Funding Agreement with the Recipient. No voluntary or involuntary successor-in-interest of the Recipient shall acquire any rights or powers under this Funding Agreement except as expressly set forth herein. The Recipient may not assign or transfer all or any part of its rights or obligations under this Funding Agreement without the prior written approval of the District, which may be given or withheld in the District’s sole discretion.
5. **Disclosure of Project Information.** The Recipient agrees to the terms of the Photo and Information Waiver (Exhibit B) and will allow the District to release photos and project information on any media platform including, but not limited to, social media, website, or printed publications. *Initial here:\_\_\_\_\_\_\_\_*

**[Signatures on following pages]**

**SIGNATURE PAGE**

**to**

**FUNDING AGREEMENT**

District

INLAND EMPIRE RESOURCE CONSERVATION DISTRICT

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Paul Williams, Board President

ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Board Secretary

Recipient

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:

ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT “A”**

 **to**

**FUNDING AGREEMENT**

**Description and Timeline of Work**

[ATTACHED BEHIND THIS COVER PAGE]

**EXHIBIT “B”**

 **to**

**FUNDING AGREEMENT**

**Photo and Information Release Form**

[ATTACHED BEHIND THIS COVER PAGE]

**THE INLAND EMPIRE RESOURCE CONSERVATION DISTRICT PHOTO RELEASE FORM**

I hereby grant the Inland Empire Resource Conservation District permission to use me and my organization’s likeness in a photograph, video, or other digital media (“photo”) in any and all of its publications, including web-based publications, without payment or other consideration.

I understand and agree that all photos will become the property of the Inland Empire Resource Conservation District and will not be returned.

I hereby irrevocably authorize the Inland Empire Resource Conservation District to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

I hereby hold harmless, release, and forever discharge the Inland Empire Resource Conservation District from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my organization have or may have by reason of this authorization.