

ACTION/DISCUSSION ITEMS

Benton Channel Site Assessment Summary:

Conducted on 7/04/17

Aaron Echols, IERCD Field Ecologist

aechols@iercd.org 990-283-7785

Methods

The site was assessed by means of an in-depth site walk and included:

- Site photos and GPS photo points
- Aerial photos using miniature quadcopter
- 40 foot GPS delineation of the upper channel
- Mapped priority invasive and ornamental plant encroachment locations
- Mapped areas suitable for potential restoration/supplemental planting/seeding

Results and Site Characterization of Channel

The Benton Channel runs approximately one mile parallel to Shrimp Lane and is fed by at least 8 concrete culverts that deposit various amounts of runoff into the waterway throughout its entirety. As culverts introduce additional water into downstream sections of the channel, the hydrologic regime and wetland vegetative capacity change. This is revealed most obviously by comparing the two ends (upper and lower) of the site; the upper being very dry, sparsely vegetated with much bare ground and the lower being dominated by woody riparian facultative and obligate vegetation. The most productive pieces of habitat appear to locate at the mouths of more substantial culverts that receive greater amounts of runoff.

Another defining component of the channel is its size at various points in its length. At the upper end the channel is confined to a width of only 8 feet, then 26 feet at the uppermost quarter, and 35 feet wide at the lower end.

Dominant native plant species include: spiny rush (*Juncus acutus*), mule fat (*Baccharis salicifolia*), *Elymus tritichoides*, California Buckwheat (*Eriogonum fasciculatum*), and *Baccharis (salicina?)*.

Mapped invasive and encroaching ornamental plant observations include:

- 14 tamarisk trees and saplings; 2 observed in flower
- 2 *Eucalyptus* saplings; one 25 feet tall
- 2 pampas grass
- 5 instances of the channel being encroached by ornamental *Acacia*
- Several locations occupied by annual yellow clover (*Melilotus indicus*) and rabbit foot grass (*Polypogon monspeliensis*)

Recommendations

1. Enhancement through the removal of invasive and ornamental species referenced above.
2. Restore uppermost 250-foot section of channel and slope. A 20-foot area on either side of the channel center (40 feet) yields approximately 0.2 acres. See Aerial Image 1.

Note: minute native spike rush or toad rush appeared to be present within the channel in this location, but were observed to be senesced at the time of this site visit.

3. Small areas of un-vegetated channel bottom and channel slope exist in select locations of less than .03 acres in size and could potentially benefit from supplemental planting/seeding; however, it is debatable whether or not such actions would be worth the effort. (photo: supplemental pla..)

Note: A site visit during the rainy season may reveal that these areas are in fact vegetated by native annual or perennial herbaceous plants not present in July during this assessment.

4. The upland slope to the north of the channel (outside of the 40 foot channel) is an exceptional candidate for restoration currently composed of bare ground, dying mule fat (*Baccharis salicifolia*) and non-native ornamental plants. This area appears to be actively being maintained by City landscape workers.

Notes

- *Deinandra paniculata* (CNPS 4.2) was observed throughout the entirety of the site in drier locations. This species is prolific in disturbed areas along Benton Ave and likely naturally recruited here or was present in soil and recruited after site creation and earth movement.
- Planted Lombardi poplar appear to be recruiting clone sprouts within the channel.
- A small amount of dirt was removed from the channel slope for bike jump creation on the south side. (Point GPSd)
- A broken irrigation box is releasing and pooling water in the channel. (Point GPSd)
- Many *Baccharis* (*Salicina?*) seedlings recruiting on slopes above channel.

**Proposed Endowment -
Benton Channel**

7/11/2017

Contact Rose Corona

rose.corona@teamrcd.org

	Year 1	2	Total Cost	Average Annual Cost	Avg Annual Hours
Biomonitoring					
SAWA Biologist			\$16,122.22	\$806.11	10
SAWA Bio Hours					
Total					
ISR					
Field Ecologist			\$36,838.03	\$1,841.90	25
FE Hours					
SAWA 2-Man Crew					
SAWA Crew Hrs					
Total					
Reporting					
Project Manager			\$4,299.26	\$214.96	5
PM Hours					
Total					
Fund Management					
Accountant			\$3,224.44	\$161.22	2
Accountant Hours					
Total					
Project Administration					
Admin			\$3,224.44	\$161.22	4
Admin Hrs					
Total					
Herbicide			\$1,934.67	\$96.73	N/A
Mileage			\$2,310.85	\$115.54	N/A

Fixed Costs:

Initial Assessment	\$2,500.00
Legal Defense and Enforcement	\$25,000.00
3-Year Spendable Fund	\$15,822.73
Fixed Cost Total	\$43,322.73

Endowment Calculation

Avg Yrly Cost:	\$3,182.73
Initial M/M Calculation	\$90,935.24
Inflation Protection Factor	\$2,091.51
Non-Wasting Formula	\$5,274.24
Final M/M Needed	\$150,692.68

Potential Cost* \$194,015.41

All numbers on this initial cost sheet are ESTIMATES only, to be used in further project discussions, and expire 30 days from date listed on worksheet

Contact: Rene Corona
rncorona@bentonsd.org

	Year 1												Total Cost	Average Annual Cost	Avg Annual Hours									
	1	2	3	4	5	6	7	8	9	10	11	12				13	14	15	16	17	18	19	20	
SAWA Biologist	\$60.00	\$61.80	\$63.60	\$65.40	\$67.20	\$69.00	\$70.80	\$72.60	\$74.40	\$76.20	\$78.00	\$79.80	\$81.60	\$83.40	\$85.20	\$87.00	\$88.80	\$90.60	\$92.40	\$94.20	\$96.00	\$1,021.46	\$1,021.46	30
SAWA Bio Hours	\$60.00	\$61.80	\$63.60	\$65.40	\$67.20	\$69.00	\$70.80	\$72.60	\$74.40	\$76.20	\$78.00	\$79.80	\$81.60	\$83.40	\$85.20	\$87.00	\$88.80	\$90.60	\$92.40	\$94.20	\$96.00	\$1,021.46	\$1,021.46	30
Total	\$120.00	\$123.60	\$127.20	\$130.80	\$134.40	\$138.00	\$141.60	\$145.20	\$148.80	\$152.40	\$156.00	\$159.60	\$163.20	\$166.80	\$170.40	\$174.00	\$177.60	\$181.20	\$184.80	\$188.40	\$192.00	\$2,042.92	\$2,042.92	60
Field Ecologist	\$48.00	\$49.68	\$51.36	\$53.04	\$54.72	\$56.40	\$58.08	\$59.76	\$61.44	\$63.12	\$64.80	\$66.48	\$68.16	\$69.84	\$71.52	\$73.20	\$74.88	\$76.56	\$78.24	\$79.92	\$81.60	\$1,177.50	\$1,177.50	25
FE Hours	\$48.00	\$49.68	\$51.36	\$53.04	\$54.72	\$56.40	\$58.08	\$59.76	\$61.44	\$63.12	\$64.80	\$66.48	\$68.16	\$69.84	\$71.52	\$73.20	\$74.88	\$76.56	\$78.24	\$79.92	\$81.60	\$1,177.50	\$1,177.50	25
SAWA 2-Man Crew	\$84.00	\$86.16	\$88.32	\$90.48	\$92.64	\$94.80	\$96.96	\$99.12	\$101.28	\$103.44	\$105.60	\$107.76	\$109.92	\$112.08	\$114.24	\$116.40	\$118.56	\$120.72	\$122.88	\$125.04	\$127.20	\$1,414.40	\$1,414.40	25
SAWA Crew Hrs	\$84.00	\$86.16	\$88.32	\$90.48	\$92.64	\$94.80	\$96.96	\$99.12	\$101.28	\$103.44	\$105.60	\$107.76	\$109.92	\$112.08	\$114.24	\$116.40	\$118.56	\$120.72	\$122.88	\$125.04	\$127.20	\$1,414.40	\$1,414.40	25
Total	\$168.00	\$172.80	\$177.60	\$182.40	\$187.20	\$192.00	\$196.80	\$201.60	\$206.40	\$211.20	\$216.00	\$220.80	\$225.60	\$230.40	\$235.20	\$240.00	\$244.80	\$249.60	\$254.40	\$259.20	\$264.00	\$3,657.32	\$3,657.32	105
Project Manager	\$12.00	\$12.36	\$12.72	\$13.08	\$13.44	\$13.80	\$14.16	\$14.52	\$14.88	\$15.24	\$15.60	\$15.96	\$16.32	\$16.68	\$17.04	\$17.40	\$17.76	\$18.12	\$18.48	\$18.84	\$19.20	\$204.24	\$204.24	5
PM Hours	\$12.00	\$12.36	\$12.72	\$13.08	\$13.44	\$13.80	\$14.16	\$14.52	\$14.88	\$15.24	\$15.60	\$15.96	\$16.32	\$16.68	\$17.04	\$17.40	\$17.76	\$18.12	\$18.48	\$18.84	\$19.20	\$204.24	\$204.24	5
Accountant	\$48.00	\$49.68	\$51.36	\$53.04	\$54.72	\$56.40	\$58.08	\$59.76	\$61.44	\$63.12	\$64.80	\$66.48	\$68.16	\$69.84	\$71.52	\$73.20	\$74.88	\$76.56	\$78.24	\$79.92	\$81.60	\$1,021.46	\$1,021.46	30
Accountant Hours	\$48.00	\$49.68	\$51.36	\$53.04	\$54.72	\$56.40	\$58.08	\$59.76	\$61.44	\$63.12	\$64.80	\$66.48	\$68.16	\$69.84	\$71.52	\$73.20	\$74.88	\$76.56	\$78.24	\$79.92	\$81.60	\$1,021.46	\$1,021.46	30
Total	\$120.00	\$123.60	\$127.20	\$130.80	\$134.40	\$138.00	\$141.60	\$145.20	\$148.80	\$152.40	\$156.00	\$159.60	\$163.20	\$166.80	\$170.40	\$174.00	\$177.60	\$181.20	\$184.80	\$188.40	\$192.00	\$2,042.92	\$2,042.92	60
Admin	\$30.00	\$30.90	\$31.80	\$32.70	\$33.60	\$34.50	\$35.40	\$36.30	\$37.20	\$38.10	\$39.00	\$39.90	\$40.80	\$41.70	\$42.60	\$43.50	\$44.40	\$45.30	\$46.20	\$47.10	\$48.00	\$515.22	\$515.22	2
Admin Hrs	\$30.00	\$30.90	\$31.80	\$32.70	\$33.60	\$34.50	\$35.40	\$36.30	\$37.20	\$38.10	\$39.00	\$39.90	\$40.80	\$41.70	\$42.60	\$43.50	\$44.40	\$45.30	\$46.20	\$47.10	\$48.00	\$515.22	\$515.22	2
Mileage	\$18.00	\$18.54	\$19.08	\$19.62	\$20.16	\$20.70	\$21.24	\$21.78	\$22.32	\$22.86	\$23.40	\$23.94	\$24.48	\$25.02	\$25.56	\$26.10	\$26.64	\$27.18	\$27.72	\$28.26	\$28.80	\$324.44	\$324.44	6
Total	\$168.00	\$172.80	\$177.60	\$182.40	\$187.20	\$192.00	\$196.80	\$201.60	\$206.40	\$211.20	\$216.00	\$220.80	\$225.60	\$230.40	\$235.20	\$240.00	\$244.80	\$249.60	\$254.40	\$259.20	\$264.00	\$3,657.32	\$3,657.32	105

Fixed Costs:
 Initial Assessment \$2,500.00
 Legal Defense and Enforcement \$15,000.00
 3 Year Spendable Fund \$15,021.73
Fixed Cost Total \$32,521.73

Endowment Calculation
 Avg Yrly Cost: \$3,482.73
 Initial MM Calculation \$96,335.74
 Inflation Protection Factor \$2,091.51
 Non-Wasting Formula \$5,174.24
 Final MM Needed \$150,691.48

Potential Cost* \$194,005.44

All numbers on this initial cost sheet are ESTIMATES only, to be used in further project discussions, and expire 30 days from date listed on worksheet

**MEMORANDUM OF UNDERSTANDING BY AND
BETWEEN THE WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY AND
THE TEMECULA-ELSINORE-ANZA-MURRIETA
RESOURCE CONSERVATION DISTRICT
REGARDING HABITAT MANAGEMENT PURSUANT
TO THE WESTERN RIVERSIDE COUNTY HABITAT
CONSERVATION PLAN**

This Memorandum of Understanding (“MOU”) is entered into by and between the Western Riverside County Regional Conservation Authority (“RCA”), a public agency and joint powers authority, and the Temecula-Elsinore-Anza-Murrieta Resource Conservation District (“Reserve Oversight Manager”), a California resource conservation district, as of the date set forth below. RCA and Reserve Oversight Manager are sometimes referred to in this MOU individually as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, RCA is a public agency and joint powers authority created pursuant to the provisions of Government Code section 6500 et seq. The RCA is composed of seventeen (17) member agencies, including the County of Riverside and sixteen cities within the western part of the County, for purposes of wildlife and plant life conservation and to provide primary policy direction for implementation of the Western Riverside County Multiple Species Habitat Conservation Plan (“MSHCP”); and

WHEREAS, Reserve Oversight Manager is a California resource conservation district created and authorized pursuant to Public Resources Code section 9001 et seq., with a service area covering approximately 789 square miles in northwestern Riverside County; and

WHEREAS, the Parties share a common interest in sustaining the integrity of regional biological and natural systems and the human and economic values they support in Western Riverside County; and

WHEREAS, the MSHCP, of which RCA was a signatory, went into effect in June 2004, and was designed to meet the challenge of rapid urbanization by providing for the conservation of significant habitat and the preservation of endangered, threatened, and rare species in a coordinated and efficient manner; and

WHEREAS, one of RCA’s primary responsibilities is to acquire or document the acquisition of property for assembly of the MSHCP Conservation Area, including lands qualifying as Additional Reserve Lands, defined as conserved habitat totaling approximately 153,000 acres needed to meet the goals and objectives of the MSHCP (MSHCP Implementing Agreement, section 3.3 at p. 4), and Public/Quasi-Public Lands, meaning that subset of MSHCP Conservation Area lands totaling approximately 347,000 acres of lands known to be in public/private ownership and expected to be managed for open space value and/or in a manner that contributes to the conservation of species covered by the MSHCP (MSHCP Implementing Agreement, section 3.90 at p. 13); and

WHEREAS, efforts to coordinate conservation programs among local, state, and federal agencies in California are well-established. This MOU establishes a partnership between the RCA and Reserve Oversight Manager to cooperate in the implementation of the MSHCP; and

WHEREAS, one of RCA's responsibilities is to encourage the exchange of information regarding Public/Quasi-Public (PQP) Lands, meaning that subset of MSHCP Conservation Area lands totaling approximately 347,000 acres of lands known to be in public/private ownership and that are managed for conservation and/or open space value and/or in a manner that contributes to the conservation of species covered by the MSHCP (MSHCP Implementing Agreement, section 3.90 at p. 13); and

WHEREAS, one purpose of this MOU is to encourage the Reserve Oversight Manager to manage self-sustaining conservation areas with three primary management goals, 1) maintain or improve habitat conditions and ecosystems functions within the MSHCP Conservation Area, 2) manage natural processes so that species diversity is maintained along with overall ecosystem health, 3) reduce disturbance regimes and minimize threats that affect habitats and natural communities in the MSHCP Conservation Area; and

WHEREAS, as further identified in Exhibit "A," Reserve Oversight Manager owns certain parcels of land in fee title or under conservation easements that are located outside of the Criteria Cells and which qualify as Public/Quasi-Public Lands pursuant to MSHCP Implementing Agreement section 3.90 page 13 ("PQP Lands"); and

WHEREAS, in addition to PQP Interests, and as further identified in Exhibit "B" Reserve Oversight Manager owns certain parcels of land in fee title or under conservation easements that are located within the Criteria Cells ("ARL Interests"); and

WHEREAS, a second purpose of this MOU is to confer take to Reserve Oversight Manager pursuant to Sections 13.1 and 18.0 of the Implementing Agreement to conduct management and monitoring activities on Reserve Oversight Manager-controlled property in compliance with the Implementing Agreement, the Permits and the MSHCP (including, but not limited to, page 7-66); and

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, RCA and Reserve Oversight Manager hereto agree as follows:

1. Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2. Definitions. Unless otherwise defined by this MOU, all capitalized terms in this MOU will have the same definition as the MSHCP and the Implementing Agreement. Specifically,

(a) "General Management Measures" is defined in Section 5 of the MSHCP, specifically starting at page 5-4.

(b) "Habitat" is defined in Section 3.53 of the Implementing Agreement.

3. Authority. This MOU does not modify or supersede existing statutory direction of the signatories.

4. Management.

(a) Management Goals. The overriding management goal of the MSHCP is to establish and maintain a self-sustaining MSHCP Conservation Area, which focuses on conserving Covered Species and their Habitats. In furtherance of the satisfaction of this goal, Reserve Oversight Manager agrees to manage its PQP and ARL Lands consistent with the MSHCP by maintaining and/or improving habitat conditions and ecosystem functions on such lands.

(1) The RCA agrees to provide any available digital files and hard copy maps of the PQP and ARL Lands to Reserve Oversight Manager upon request. Reserve Oversight Manager likewise agrees to provide the RCA with any available digital files and hard copy maps of the same. The Reserve Oversight Manager will provide updated information by December 31 of each year.

(2) Reserve Oversight Manager further agrees to provide any further information it possesses regarding types of vegetation and quality of vegetation on the lands it manages within the MSHCP Plan Area to the RCA.

(b) General Management Measures. In connection with its management of the PQP and ARL Lands, Reserve Oversight Manager will not undertake any action that will be adverse to the General Management Measures identified in Section 5 of the MSHCP, which General Management Measures address the processes, threats, and disturbances that affect habitat and on sustaining sufficient species diversity to maintain the health of the particular ecosystem. Reserve Oversight Manager's management shall be limited to reasonable measures to control disturbance regimes that include illegal trespass (e.g., dumping, vandalism and off-road vehicle use); altering the natural fire regime (fires too frequent or too infrequent); and habitat disturbance. Typical responses to these disturbance regimes may include, in Reserve Oversight Manager's discretion, controlling public access through appropriate fencing, gates, and signage, and trash removal.

(c) Monitoring. Subject to the execution of a right of entry agreed to by the Reserve Oversight Manager, the Reserve Oversight Manager will grant a right of entry onto the PQP and ARL Lands by RCA staff, or its designees, to carry out biological monitoring activities required by the MSHCP.

5. Management Take. Reserve Oversight Manager agrees to comply with the MSHCP Management Guidance Document (October 2010, or any amendment or updates thereto), Implementation for Non-RCA Participating Reserve Oversight Managers, when requesting take for management activities.

6. Costs and Expenses. The Parties agree that any and all additional costs that may be related to or a result of any proposed "Adaptive Management" or proposed increased management costs which may occur under the Adaptive Management Program (Section 5.2 of the MSHCP) shall be agreed to in advance of implementation by the Reserve Oversight Manager

and reimbursed to the Reserve Oversight Manager by the RCA from MSHCP Reserve Management Budget funds approved by the RCA Board.

7. Term. The term of this MOU shall continue for the life of the 75 year permit (i.e., until 2079). The Parties intend for this MOU to remain enforceable for the life of the MSHCP and any successor conservation plan.

8. Termination. This MOU can be terminated by either party with 90-days' notice. Take granted for monitoring or management to the Reserve Oversight Manager will terminate on the same date as the MOU termination.

9. Dispute Resolution. The Parties will work collaboratively to resolve issues associated with management take by taking the following steps:

(a) The Parties will make every effort to expeditiously resolve any disagreements. If resolution cannot be accomplished promptly during regularly scheduled meetings and conference calls, a further attempt to reach resolution will be promptly attempted in an interim meeting or conference call dedicated to the purpose of resolving the disagreement. All Parties agree to elevate the decision to successively higher levels within each organization to reach consensus, if possible.

10. Notices. The persons and their addresses having authority to give and receive notices under this MOU are:

Reserve Oversight Manager:
Temecula-Elsinore-Anza-Murrieta
Resource Conservation District
P.O. Box 2078
Temecula, CA 92593-2078
Phone: (951) 387-8992

RCA:
Western Riverside County Regional
Conservation Authority
Attention: Executive Director
P.O. Box 1667
3403 Tenth St., Suite 320
Riverside, CA 92502-1667
Phone: (951) 955-9700
Facsimile: (951) 955-8873

Any notices from either Party to the other shall be given in writing to the attention of the persons listed above, or to other such addresses or addressees as may hereafter be designated in writing for notices by either Party to the other. Notice shall be served personally, sent by facsimile, overnight mail by a reputable courier, or by first class mail, postage prepaid.

11. Indemnification. RCA shall indemnify and hold Reserve Oversight Manager, its officers, agents and employees free and harmless from liability to any person or entity not a Party to this MOU from any damage, loss or injury to person and/or property which relates to or arises from any action of the RCA, its officers, agents or employees in the execution or implementation of this MOU; Reserve Oversight Manager shall indemnify and hold RCA, its officers, agents, or employees free and harmless from liability to any person or entity not a Party to this MOU from any damage, loss or injury to person and/or property which relates to or arises from the

negligence or willful misconduct of Reserve Oversight Manager, its officers, agents or employees in the execution or implementation of this MOU.

12. Authority. This MOU does not modify or supersede existing statutory direction to any signatory to the MSHCP or the provisions of the MSHCP and is voluntarily entered into between the Parties.

13. Miscellaneous.

(a) Neither Party may assign its rights or obligations under this MOU without the express written consent of the other Party.

(b) This MOU contains the entire understanding between the Parties with respect to its subject matter, and supersedes all prior agreements, oral or written, and all prior or contemporaneous discussions or negotiations between the Parties. This MOU cannot be amended except in writing signed by both Parties.

(c) The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this MOU.

(d) If any portion of this MOU is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

(f) This MOU and all documents executed and delivered in connection herewith shall be governed by the laws of the State of California. The Parties agree to the jurisdiction and venue of the appropriate court(s) in the County of Riverside, State of California.

(g) If any legal action or other proceeding is brought for the enforcement of this MOU, the prevailing Party shall be entitled to recover reasonable attorneys' fees, expenses, and other costs incurred in that action or proceeding in addition to any other relief to which such Party may be entitled.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the last date set forth below (“Effective Date”).

TEMECULA-ELSINORE-ANZA-
MURRIETA RESOURCE
CONSERVATION DISTRICT, a California
resource conservation district

WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION
AUTHORITY, a public agency and joint
powers authority

Date: _____

Date: _____

By: _____

By: _____

Name: _____
Rose Corona
President

Name: _____
Charles V. Landry
Executive Director

Approved as to Form:

Approved as to Form:

Name: _____
~~Melissa R. Cushman~~
~~Deputy County Counsel~~

Name: _____
Best Best & Krieger LLP
General Counsel

Karin Watts-Bazan

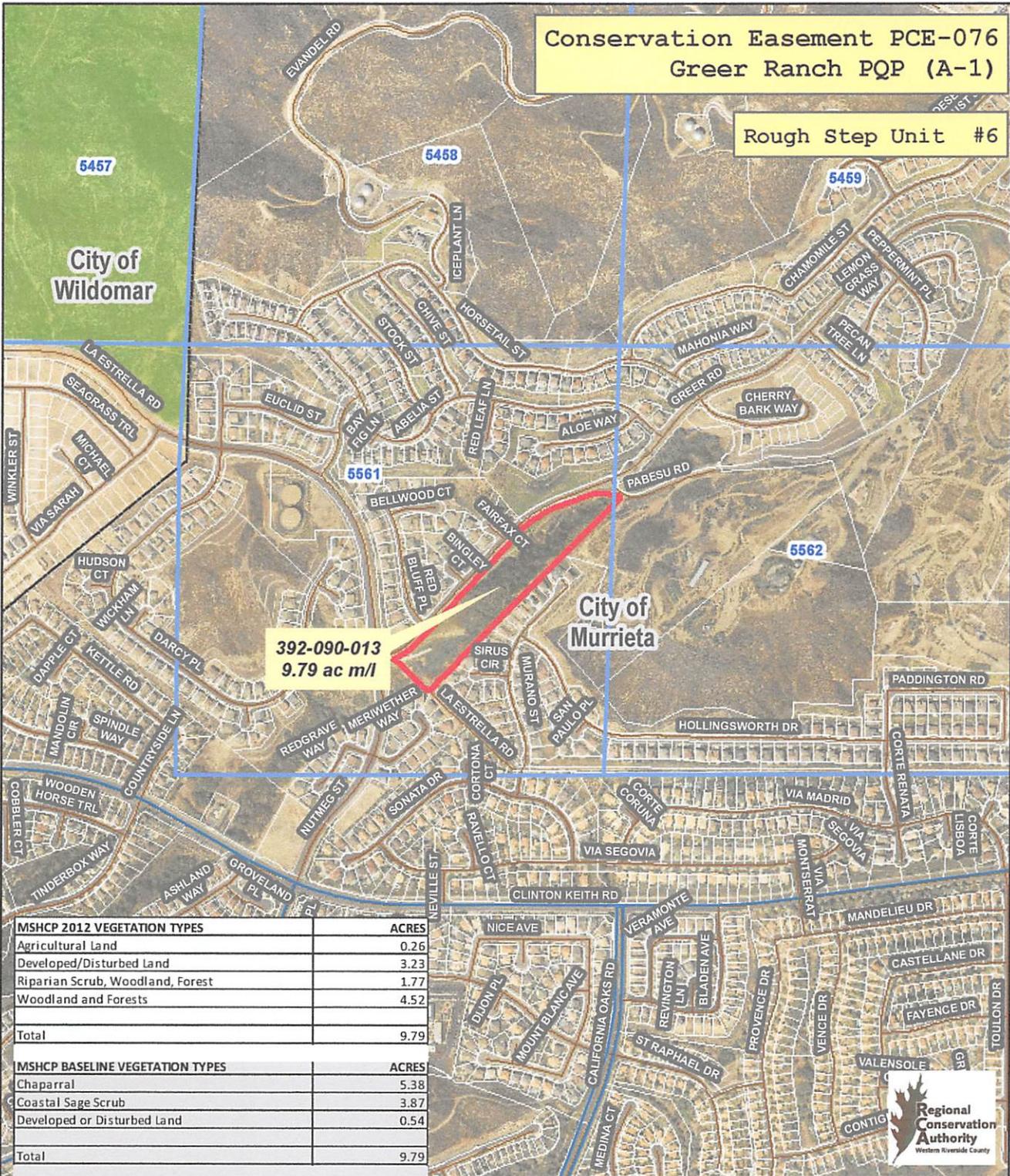
Assistant County Counsel

**EXHIBIT A
PQP LANDS**

LEGAL DESCRIPTION AND DEPICTION OF PROPERTY

Conservation Easement PCE-076
Greer Ranch PQP (A-1)

Rough Step Unit #6

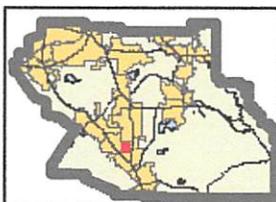


MSHCP 2012 VEGETATION TYPES	ACRES
Agricultural Land	0.26
Developed/Disturbed Land	3.23
Riparian Scrub, Woodland, Forest	1.77
Woodland and Forests	4.52
Total	9.79

MSHCP BASELINE VEGETATION TYPES	ACRES
Chaparral	5.38
Coastal Sage Scrub	3.87
Developed or Disturbed Land	0.54
Total	9.79



November 8, 2016



- ▭ Project Site
- ▭ RCA / MSHCP Conserved Lands
- ▭ Public/Quasi-Public Conserved Lands
- ▭ RCA / MSHCP Conservation Easements
- ▭ Criteria Cells
- Cities

RC00000000



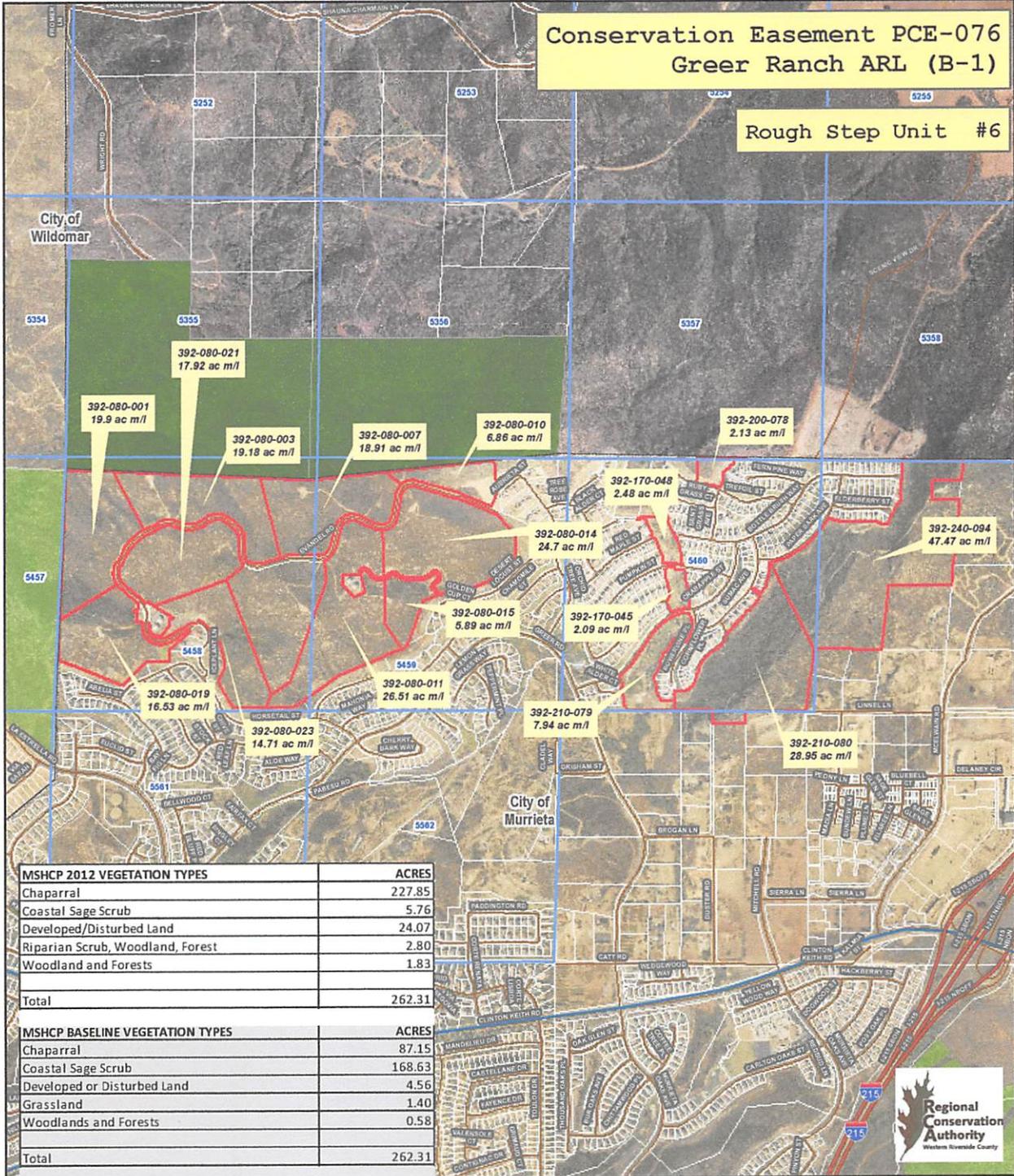
Detail Number	PCE-076
Acres	9.79 Acres approx.
Record Date	3/27/2009
Project Name	Lennar Greer Ranch PQP CE
Source of Funding	Donation
Area Plan	Southwest
Management Unit	Menifee
GIS Project-ID	PCE-076
JPR	

**EXHIBIT B
ARL LANDS**

LEGAL DESCRIPTION AND DEPICTION OF PROPERTY

Conservation Easement PCE-076 Greer Ranch ARL (B-1)

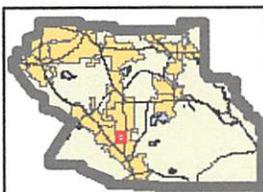
Rough Step Unit #6



MSHCP 2012 VEGETATION TYPES	ACRES
Chaparral	227.85
Coastal Sage Scrub	5.76
Developed/Disturbed Land	24.07
Riparian Scrub, Woodland, Forest	2.80
Woodland and Forests	1.83
Total	262.31

MSHCP BASELINE VEGETATION TYPES	ACRES
Chaparral	87.15
Coastal Sage Scrub	168.63
Developed or Disturbed Land	4.56
Grassland	1.40
Woodlands and Forests	0.58
Total	262.31

November 8, 2016



RC00000000

- Project Site
- RCA / MSHCP Conserved Lands
- Public/Quasi-Public Conserved Lands
- RCA / MSHCP Conservation Easements
- Criteria Cells
- Cities

0 1,600 Feet



Detail Number	PCE-076
Acres	262.17 Acres approx.
Record Date	3/27/2009
Project Name	Lennar Greer Ranch
Source of Funding	Donation
Area Plan	Southwest
Management Unit	Menifee
GIS Project-ID	PCE-076
JPR	



Subject **Fwd: RE: FW: Notice of Availability and Written Comment Period for Santa Margarita River Water Quality Improvement Plan – Draft Priority Conditions, Goals, Strategies, and Schedules (07/07/2017)**



From <manager@teamrcd.org>
To Rose Corona <rose.corona@teamrcd.org>
Date 2017-07-29 10:48

September looks somewhat open.

----- Original Message -----

Subject: RE: FW: Notice of Availability and Written Comment Period for Santa Margarita River Water Quality Improvement Plan – Draft Priority Conditions, Goals, Strategies, and Schedules (07/07/2017)
Date: 2017-07-28 18:31
From: "Ryan, Erica@Waterboards" <Erica.Ryan@Waterboards.ca.gov>
To: "manager@teamrcd.org" <manager@teamrcd.org>

HI - I wanted to confirm you would like me to attend your Sept 14th meeting -

Erica Ryan, CPSWQ
QSD/QSP/CISEC/ToR CGP
QISP/ToR IGP
Water Resource Control Engineer
Storm Water Management
San Diego Water Board

2375 Northside Drive, Suite 100
San Diego, CA 92108
Direct Phone: (619) 521-8051
Main Line: (619) 516-1990
Fax No. (619) 516-1994
Email: Erica.Ryan@waterboards.ca.gov

www.waterboards.ca.gov/sandiego/

-----Original Message-----

From: manager@teamrcd.org [mailto:manager@teamrcd.org]
Sent: Monday, July 17, 2017 10:32 AM
To: Ryan, Erica@Waterboards <Erica.Ryan@Waterboards.ca.gov>
Subject: RE: FW: Notice of Availability and Written Comment Period for Santa Margarita River Water Quality Improvement Plan – Draft Priority Conditions, Goals, Strategies, and Schedules (07/07/2017)

Thanks Erica,
On another matter, I spoke with Rose about our Board Agenda for next month. We have a good deal of pressing matters to discuss. Would it be possible for you to attend the September 14th Board Meeting in Temecula at 4:00 PM instead of the August Meeting. Thanks for your consideration.
Dave

On 2017-07-17 10:25, Ryan, Erica@Waterboards wrote:

Hi - Let me take a look and I will get you the location -

Erica Ryan, CPSWQ
QSD/QSP/CISEC/ToR CGP
QISP/ToR IGP
Water Resource Control Engineer

Storm Water Management
San Diego Water Board

2375 Northside Drive, Suite 100
San Diego, CA 92108
Direct Phone: (619) 521-8051
Main Line: (619) 516-1990
Fax No. (619) 516-1994
Email: Erica.Ryan@waterboards.ca.gov

www.waterboards.ca.gov/sandiego/

-----Original Message-----

From: manager@teamrcd.org [mailto:manager@teamrcd.org]
Sent: Monday, July 17, 2017 9:40 AM
To: Ryan, Erica@Waterboards <Erica.Ryan@Waterboards.ca.gov>
Subject: Re: FW: Notice of Availability and Written Comment Period for Santa Margarita River Water Quality Improvement Plan - Draft Priority Conditions, Goals, Strategies, and Schedules (07/07/2017)
Importance: High

Hi Erica,
Thanks for the link. I have read through the Document (first read). Do you know where it specifies monitoring requirements for agricultural producers and MS4's?
Thanks
Dave

On 2017-07-14 10:02, Ryan, Erica@Waterboards wrote:

Rose/Dave - this is to follow up from our phone call -

Here is the official announcement of the Santa Margarita River WQIP we talked about - this document is on our website now. I would encourage you to submit comments as the numeric target reduction for pollutants and schedule are based on the Santa Margarita River TMDL for nutrients. This TMDL has a large portion for nutrient load reduction identified from agricultural resources.

Let me know if you want me to walk you and Dave through this document before the end of the comment period.

Regards,

_ERICA RYAN, _CPSWQ

QSD/QSP/CISEC/TOR CGP

QISP/TOR IGP

WATER RESOURCE CONTROL ENGINEER

Storm Water Management__

San Diego Water Board

2375 NORTHSIDE DRIVE, SUITE 100

SAN DIEGO, CA 92108

DIRECT PHONE: (619) 521-8051

MAIN LINE: (619) 516-1990

FAX NO. (619) 516-1994

EMAIL: ERICA.RYAN@WATERBOARDS.CA.GOV

www.waterboards.ca.gov/sandiego/ [1]

[2] [3]

FROM: lyris@swrcb18.waterboards.ca.gov

[mailto:lyris@swrcb18.waterboards.ca.gov]

SENT: Wednesday, July 12, 2017 11:42 AM

TO: Ryan, Erica@Waterboards <Erica.Ryan@Waterboards.ca.gov>

SUBJECT: Notice of Availability and Written Comment Period for Santa Margarita River Water Quality Improvement Plan - Draft Priority Conditions, Goals, Strategies, and Schedules (07/07/2017)

This is a message from the California Regional Water Quality Control Board, San Diego Region (9).

INTERESTED PERSONS:

PURSUANT TO PROVISION B.3 OF ORDER NO. R9-2013-0001, AS AMENDED, the Riverside and San Diego County Copermittees in the Santa Margarita Watershed Management Area have submitted the second interim deliverable on July 7, 2017, that identifies the Priority Water Quality Conditions and Water Quality Improvement Goals, Strategies and Schedules for the Santa Margarita River Water Quality Improvement Plan. As part of this interim deliverable, the Copermittees have also revised their draft provision B.2 submittal in response to comments. The draft documents (main report and appendices) are available for review and comment. Interested persons wishing to submit comments on the draft documents must submit them no later than 5:00 P.M. ON AUGUST 10, 2017.

The Santa Margarita River Water Quality Improvement Plan draft Provision B.3 interim deliverable is available here:

http://www.waterboards.ca.gov/sandiego/water_issues/programs/stormwater/wqip.shtml
[4].

WRITTEN COMMENTS SHOULD BE SUBMITTED VIA EMAIL TO:

sandiego@waterboards.ca.gov

Attn: Erica Ryan

Subject: PIN 794828, Comments on Santa Margarita River Water Quality Improvement Plan Interim Section B.3 and Revised Interim Section B.2

QUESTIONS PERTAINING TO THIS MATTER CAN BE ADDRESSED TO ERICA RYAN AT ERICA.RYAN@WATERBOARDS.CA.GOV OR (619) 521-8051.

_ERICA RYAN, _CPSWQ

QSD/QSP/CISEC/TOR CGP

QISP/TOR IGP

WATER RESOURCE CONTROL ENGINEER

Storm Water Management__

San Diego Water Board

2375 NORTHSIDE DRIVE, SUITE 100

SAN DIEGO, CA 92108

DIRECT PHONE: (619) 521-8051

MAIN LINE: (619) 516-1990

FAX NO. (619) 516-1994

EMAIL: ERICA.RYAN@WATERBOARDS.CA.GOV

www.waterboards.ca.gov/sandiego/ [1]

[2] [3]

You are currently subscribed to reg9_riversideco_ms4permit as:
Erica.Ryan@waterboards.ca.gov.

To unsubscribe click here:

leave-6503554-4871834.fd6dcfd2333bb3f3ab34485eb830192b@swrcb18.waterboards.ca.gov

Links:

[1] <http://www.waterboards.ca.gov/sandiego/>

[2]

<https://www.facebook.com/San-Diego-Regional-Water-Quality-Control-Board-141716669201479/> [3] <https://twitter.com/SDWaterBoard?lang=en>

[4]

http://www.waterboards.ca.gov/sandiego/water_issues/programs/stormwater/wqip.shtml

Subject **RE: RFP**
From Justin Haessly <haesslyj@ranchowater.com>
To Rose Corona <rose.corona@teamrcd.org>
Cc Dave McElroy <dave.mcelroy@teamrcd.org>
Date 2017-08-01 10:45



Hi there, Rose,

Do you want to talk further about the RFP regarding some about the follow up field visits for objections or discrepancies?

Just trying to figure out how we can tailor the RFP to get some interest.

-----Original Message-----

From: manager@teamrcd.org [mailto:manager@teamrcd.org]
Sent: Thursday, July 27, 2017 10:43 AM
To: Justin Haessly <haesslyj@ranchowater.com>; Rose Corona <rose.corona@teamrcd.org>
Subject: RE: RFP

Hi Justin,

That may be. We would need to talk some about the follow up field visits for objections or discrepancies. We have a Board meeting coming up on August 10th. I will check with Rose for putting it on the agenda for discussion. I am on vacation in the midwest until August 8th. Rose does not get vacation, so she is around if you have questions.

Thanks

Dave

On 2017-07-27 10:33, Justin Haessly wrote:

That's a possibility. Is that the only issue preventing a bid from being submitted to us?

-----Original Message-----

From: manager@teamrcd.org [mailto:manager@teamrcd.org]
Sent: Thursday, July 27, 2017 8:29 AM
To: Justin Haessly <haesslyj@ranchowater.com>; Rose Corona <rose.corona@teamrcd.org>
Subject: Re: RFP

Hi Justin,

Do you think it would be possible to extend the deadline for completion by 6 yo 8 months?

Dave

On 2017-07-25 13:44, Justin Haessly wrote:

Hi Dave,

Have you heard back from your people on what we may be able to do to make the RFP worth bidding on?

Justin Haessly

Rancho California Water District

Senior Water Resources Planner

haesslyj@ranchowater.com

phone 951-296-6942



**Rancho
Water**

June 6th, 2017

Team RCD
P.O. Box 2078
Temecula, CA 92593

**SUBJECT: REQUEST FOR PROPOSALS
2017 AGRICULTURAL ALLOCATION REVIEW**

Board of Directors

Stephen J. Corona
President

Ben R. Drake
Senior Vice President

Lisa D. Herman

John E. Hoagland

Danny J. Martin

William E. Plummer

Bill J. Wilson

Officers

Jeffrey D. Armstrong
General Manager

Eva Plajzer, P.E.
Assistant General Manager
Engineering and Operations

Richard R. Aragon, CPFO
Director of Finance/Treasurer

Jason A. Martin
Director of Administration

Andrew L. Webster, P.E.
Chief Engineer

Kelli E. Garcia
District Secretary

James B. Gilpin
Best Best & Krieger LLP
General Counsel

Dear Team RCD:

Rancho California Water District (District) is requesting letter proposals to provide professional services for the subject project.

Enclosed are both the General Provisions and Technical Provisions for your use in proposal development. Proposals must be submitted via email by 4:00 p.m. on Thursday, June 29th, 2017 to heinet@ranchowater.com.

If you should have any questions or need additional information, please contact Tyson Heine at the District office at (951) 296-6916.

Sincerely,

RANCHO CALIFORNIA WATER DISTRICT

Tyson Heine
Conservation and Water Budget Analyst

Enclosures: General Provisions
Technical Provisions

cc: Jason Martin, Director of Administration
Justin Haessly, Senior Water Resources Planner

607.DOCX

REQUEST FOR PROPOSALS

2017 AGRICULTURAL ALLOCATION REVIEW

GENERAL PROVISIONS

GENERAL

Rancho California Water District (RCWD/District) is seeking qualified Consultants to submit proposals to provide professional services for the subject project. Telephone inquiries and site visits are encouraged to further define details and requirements of the subject project. Contact only the RCWD staff members listed in the Technical Provisions, herein.

The Consultant's proposal shall consist of one (1) electronic copy (PDF) provided to the District via the email address provided in the cover letter. Upon receipt, the proposals will be reviewed and evaluated by RCWD based on the following line of questioning:

- Does the Consultant's proposal demonstrate a complete understanding of the work?
- Does the Consultant's proposal demonstrate experience with this type of project?
- Is the Consultant's approach to the project presented clearly and orderly to meet the stated goals of the project?
- Does the proposed Scope of Services provide a complete body of work and adequate level of effort by the Consultant to deliver a professional product meeting the stated goals of the project?
- Does the Consultant's proposal provide the most value and/or any added value to the District for this project?

Generally, RCWD project costs are fixed by an established budget and/or previously-authorized amount; therefore, the not-to-exceed fee quoted in the proposal shall be considered the amount to be used as the basis for agreement formation. Enclosed for the Consultant's reference is a copy of RCWD's standard form of Agreement for Professional Services. No deviations from this standard agreement form will be considered.

This request does not commit RCWD to retain any Consultants, to pay costs incurred in the preparation of proposals, or to proceed with the project. RCWD reserves the right to reject any or all proposals, to negotiate with any qualified applicant, and to appoint more than one firm to provide services on given portions of the project.

Proposals (including accompanying materials) will become the property of RCWD. Proposals will be held in confidence to the extent permitted by law. After award of a contract or after rejection of all proposals, the proposals will be public records subject to disclosure under the California Public Records Act (Government Code Section 6250 et seq.).

RCWD reserves the right to request additional information from prospective Consultants prior to final selection and to consider information about a firm other than that submitted in the proposal or interview. RCWD may select for contract negotiations the firm that, in RCWD's judgment, will best meet the project's needs, regardless of the comparison of fees and costs estimated by the Consultants.

After approval to award, all Consultants who submitted proposals will be notified of the Consultant selected for the subject project.



REQUEST FOR PROPOSALS

2017 GIS REVIEW OF AGRICULTURAL IRRIGATED AREAS

TECHNICAL PROVISIONS

Point of Contact

The primary point of contact for this project is:

Tyson Heine
Conservation and Water Budget Analyst
heinet@ranchowater.com
(951) 296-6916

The secondary point of contact for this project is:

Justin Haessly
Senior Water Resources Planner
haesslyj@ranchowater.com
(951) 296-6942

Project Background

A recent comparative analysis of water consumption and water budgets among agricultural customers within RCWD's service area indicated that a significant percentage of these customers do not show consumption in line with their water budgets. This caused the District to question the irrigated areas used for calculating the water budgets, and after reviewing a sample group of them through a combination of aerial imagery analysis and site visits, it was determined that many of the water budgets based partially on areas that were no longer irrigated. A second portion of the sample group had abandoned their agricultural operations and were instead irrigating large expanses of ornamental landscape. When water budgets do not reflect the actual irrigated area for a property or its crop/plant type, it creates a significant challenge for the District in projecting future water demand. Incorrect demand forecasting can have a direct influence on the cost of water to the District.

Project Goals

The District's goal is to reassess the approximately 1,550 agricultural accounts in RCWD's service area by identifying and correcting the crop type and irrigated area measurements assigned to these properties.



Scope of Services

RCWD would like to have these accounts reviewed according to the following process:

- RCWD will identify the agricultural properties that need to be reassessed and provide the necessary GIS data to the consultant
- Using 2017 GIS imagery provided by the District, consultant will assess, edit, and create polygons representing the properties' irrigated acreage to reflect actual irrigated acreage. This work will be performed by the consultant using RCWD's ArcMap software, which will be housed on the District's network. Remote access to the software will be provided by RCWD to the consultant.
- Consultant will identify and report all properties that no longer meet the District's agricultural service type requirement of at least one full acre of planted agriculture.
- Using the GIS software, the consultant will assess, edit, and add any attributes associated with the polygons to accurately identify crop type, slope percent, landscape type, canopy size as a percentage of irrigated area, and imagery source. This also includes assigning attributes pertaining to the estimated age of the crop or if it has been recently stumped.
- Consultant will conduct field analysis and verification as needed to clarify areas that cannot be accurately assessed using GIS and to validate updated irrigated areas.
- RCWD will mail letters to its customers, which will inform them that their water budgets have been adjusted based on the GIS work performed.
- Consultant contact information will be provided on all mailed letters and Consultant will respond to customer inquiries regarding how the adjustment was calculated and the process for reassessment.
- Consultant will perform onsite reassessments as necessary, and return the results of the onsite reassessments to RCWD via a written report.
- Consultant must meet project completion deadline of November 1, 2017.
- RCWD staff will meet with the selected consultant to review existing data, explain the process that RCWD has completed and provide training and direction on steps that the consultant will complete.



NEW BUSINESS

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TEMECULA-EL SINORE-
ANZA-MURRIETA RESOURCE CONSERVATION DISTRICT AND RIVERS AND
LANDS CONSERVANCY**

This Memorandum of Understanding (“MOU”) is entered into by and between the Temecula-Elsinore-Anza-Murrieta Resource Conservation District (“TEAM RCD”), a California resource conservation district, and Rivers and Lands Conservancy (“RLC”), a California nonprofit corporation. TEAM RCD and RLC may each be referred to separately as a “Party” or together as the “Parties”.

RECITALS

WHEREAS, pursuant to Public Resources Code section 9001, the California Legislature has found that resource conservation is of fundamental importance to the prosperity and welfare of the state and has authorized resource conservation districts to organize and operate for the purposes of soil and water conservation, among other purposes, in open areas, agricultural areas, urban areas, wildlife areas, and residential areas; and

WHEREAS, TEAM RCD is a resource conservation district created and authorized pursuant to Public Resources Code section 9001 et seq., with a service area covering approximately 789 square miles in northwestern Riverside County; and

WHEREAS, RLC is a California nonprofit corporation organized for purposes of conserving open space, habitat and agricultural land; and

WHEREAS, TEAM RCD is in need of specific assistance in order to fulfill its public services within its service area, which TEAM RCD lacks employees to provide; and

WHEREAS, the Parties desire to enter into this MOU to establish mutual cooperation wherein RLC may provide needed services to TEAM RCD pursuant to separate written contracts;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms and conditions contained herein, TEAM RCD and RLC hereby agree as follows:

1. **Services.** RLC agrees, at its discretion, to make available to TEAM RCD, RLC’s employees, staff and agents who are qualified to provide specific activities and services (“Services”) within the jurisdiction of TEAM RCD. Such Services shall include, but not be limited to, those set forth in Exhibit A, attached hereto and incorporated herein by this reference. TEAM RCD may, at its discretion, retain such Services from RLC. Nothing in this MOU prohibits TEAM RCD from acquiring the same type of Services from other sources, when deemed by TEAM RCD to be in its best interest.

2. Separate Contract. It is expressly understood and agreed that prior to the commencement of any Services by RLC, a separate written contract ("Contract") setting forth the terms and conditions of the Services is required. Such Contract must be approved by the Governing Board of TEAM RCD and signed by the President of TEAM RCD and an authorized representative of RLC. The Contract will delineate the scope of work, any specific certifications or licenses required, the expected duration of the Services, and the amount of compensation for Services rendered by RLC.

3. Independent Contractor. The Parties agree that RLC is, for purposes relating to the Contract, an independent contractor and shall not be deemed an employee of TEAM RCD. It is expressly understood and agreed that RLC (including its employees, staff, agents and subcontractors) shall in no event be entitled to any employee benefits from TEAM RCD, including but not limited to overtime, any retirement benefits, workers' compensation benefits, and injury leave or other leave benefits.

4. Contract Provisions. Unless otherwise agreed to by the Parties in the Contract, the following provisions will be included in the Contract:

4.1 Payment. RLC shall provide to TEAM RCD a detailed invoice for all activities performed pursuant to the Contract by the end of each quarter. TEAM RCD shall render payment to RLC no later than forty-five (45) days after the receipt of any invoice or within three (3) business days of the next TEAM RCD Board of Directors' meeting following the receipt of the invoice, whichever is later. All invoices must identify: (1) the type of work provided, (2) the person(s) who performed such work, (3) the hourly rate of each person performing the work, (4) the date(s) of service, (5) the time spent providing such services, and (6) the total amount of the invoice in question.

4.2 Wage Payment. RLC expressly agrees that it will be solely responsible for the payment of any and all wages due and owing its employees, staff, agents or contractors arising out of services to TEAM RCD pursuant to the Contract and that all payments will be made in accordance with California, federal, and any other applicable law. RLC further expressly agrees that it will be solely responsible for all required benefits owed to RLC employees, staff, and agents, whether required by statute, rule, regulation, contract or otherwise.

4.3 Workers' Compensation. Pursuant to California Labor Code section 3602(d) and any other applicable law, TEAM RCD and RLC further agree that, to the extent TEAM RCD is legally required to provide Workers' Compensation coverage related to the work provided for it by RLC employees, RLC has and will obtain Workers' Compensation coverage for any and all of its employees who provide services for TEAM RCD and that such Workers' Compensation coverage will specifically cover and encompass any and all work performed by RLC for TEAM RCD pursuant to the Contract. RLC will advise TEAM RCD in the event that the required Workers' Compensation insurance is about to or expected to lapse.

4.4 Mutual Indemnification. RLC and TEAM RCD each agree to defend, indemnify, and hold harmless the other Party, including its directors, officials, officers,

employees, consultants, subcontractors, volunteers, and agents, from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, to the extent arising out of or incident to any negligent acts, omissions, or willful misconduct of the indemnifying party or its directors, officials, officers, employees, consultants, subcontractors, volunteers, and agents arising out of or in connection with the performance of this Contract, including, without limitation, the payment of all consequential damages and attorneys' fees and other related costs and expenses.

4.5 Insurance. RLC shall procure and maintain during the period of performance of the Contract, and for twelve (12) months thereafter, adequate third party policies of insurance from an insurance company or companies authorized to do business in the State of California that covers any activities performed by RLC under the Contract. Proof of this insurance shall be provided to TEAM RCD within one (1) week of the effective date of the Contract. RLC will advise TEAM RCD in the event that the required third party insurance is about to or expected to lapse.

5. Term. The term of this MOU shall be for the period of one (1) year from the date of full execution of this MOU by both Parties ("Initial Term"). The term of this MOU shall be automatically extended for additional one (1) year terms ("Extended Term" or "Extended Terms," as appropriate) unless either Party terminates this MOU pursuant to Section 6, below.

6. Amendment and Cancellation. This MOU shall be effective when signed by both Parties. It contains the entire agreement between the Parties with respect to the matters herein provided for. It may be amended only by mutual written consent of both Parties, and either Party may cancel this MOU at any time upon thirty (30) days' written notice by so notifying the other Party by certified mail.

7. Notices. Any notice, demand, request, consent, approval, or communication that either Party is required to give to the other Party shall be in writing and either served personally or sent by first class mail, postage prepaid, to the appropriate address set forth below. Either TEAM RCD or RLC may change the name or address to which its notices are sent by delivering written notice to the other Party at the address listed in this Section. The addresses for the Parties are as follows:

To TEAM RCD at:

Temecula-Elsinore-Anza-Murrieta
Resource Conservation District
P.O. Box 2078
Temecula, CA 92593-2078

To RLC at:

Rivers and Lands Conservancy

8. Severability. If any portion of this MOU is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this MOU shall continue in full force and effect.

9. Governing Law and Venue. This MOU shall be construed in accordance with and governed by the laws of the State of California. Any lawsuit brought to enforce this MOU shall be brought in an appropriate court in Riverside County, State of California.

10. Authority. Each Party to this MOU warrants to the other that it is duly organized and existing and that it and the respective signatories have full right and authority to enter into and consummate this MOU and bind the Parties thereto.

11. Counterparts. This MOU may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this MOU.

TEMECULA-ELSINORE-ANZA-MURRIETA
RESOURCE CONSERVATION DISTRICT,
a California resource conservation district

RIVERS AND LANDS CONSERVANCY,
a California nonprofit corporation

By: _____
Rose Corona, President
Board of Directors

By: _____
Name: _____
Title: _____

Dated: _____

Dated: _____

EXHIBIT A SERVICES

Use of RLC employees, staff, and agents, or any combination of same, may include, but is not limited to, the following Services:

1. Assistance with the TEAM RCD Aquatics Program;
2. Assistance with the biological monitoring and reporting on TEAM RCD conservation easements;
3. Assistance with mitigation work;
4. Assistance with the development of the projected costs associated with implementing mitigation and conservation easements;
5. Assistance with the development of habitat mitigation and monitoring plans; and
6. Assistance with related TEAM RCD projects or programs.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TEMECULA-ELSINORE-
ANZA-MURRIETA RESOURCE CONSERVATION DISTRICT AND RIVERSIDE
COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

This Memorandum of Understanding (“MOU”) is entered into by and between the Temecula-Elsinore-Anza-Murrieta Resource Conservation District (“TEAM RCD”), a California resource conservation district, and Riverside County Flood Control and Water Conservation District (“Flood Control”), a California special district. TEAM RCD and Flood Control may each be referred to separately as a “Party” or together as the “Parties” or “Districts”.

RECITALS

WHEREAS, pursuant to Public Resources Code section 9001, the California Legislature has found that resource conservation is of fundamental importance to the prosperity and welfare of the state and has authorized resource conservation districts to organize and operate for the purposes of soil and water conservation, among other purposes, in open areas, agricultural areas, urban areas, wildlife areas, and residential areas; and

WHEREAS, TEAM RCD is a resource conservation district created and authorized pursuant to Public Resources Code section 9001 et seq., with a service area covering approximately 789 square miles in northwestern Riverside County; and

WHEREAS, Flood Control is a California special district, which provides, among others, identification of flood hazards and problems, regulation of floodplains, drainage and development; and

WHEREAS, the Parties desire to enter into this MOU to establish mutual cooperation wherein TEAM RCD may provide needed services to Flood Control pursuant to separate written contracts;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms and conditions contained herein, TEAM RCD and Flood Control hereby agree as follows:

1. Services. TEAM RCD agrees, at its discretion, to make available to Flood Control, TEAM RCD’s staff, agents and subcontractors who are qualified to provide specific activities and services (“Services”) within the jurisdiction of TEAM RCD. Such Services shall include, but not be limited to, those set forth in Exhibit A, attached hereto and incorporated herein by this reference. Flood Control may, at its discretion, retain such Services from TEAM RCD. Nothing in this MOU prohibits Flood Control from acquiring the same type of Services from other sources, when deemed by Flood Control to be in its best interest.

2. Separate Contract. It is expressly understood and agreed that prior to the commencement of any Services by TEAM RCD, a separate written contract ("Contract") setting forth the terms and conditions of the Services is required. Such Contract must be approved by the Governing Board of the respective Districts and signed by the President of TEAM RCD and an authorized representative of Flood Control. The Contract will delineate the scope of work, any specific certifications or licenses required, the expected duration of the Services, and the amount of compensation for Services rendered by TEAM RCD.

3. Independent Contractor. The Parties agree that TEAM RCD is, for purposes relating to the Contract, an independent contractor and shall not be deemed an employee of Flood Control. It is expressly understood and agreed that TEAM RCD (including its employees, if any, staff, agents and subcontractors) shall in no event be entitled to any employee benefits from Flood Control, including but not limited to overtime, any retirement benefits, workers' compensation benefits, and injury leave or other leave benefits.

4. Contract Provisions. Unless otherwise agreed to by the Parties in the Contract, the following provisions will be included in the Contract:

4.1 Payment. TEAM RCD shall provide to Flood Control a detailed invoice for all activities performed pursuant to the Contract by the end of each quarter. Flood Control shall render payment to TEAM RCD no later than forty-five (45) days after the receipt of any invoice or within three (3) business days of the next Flood Control Board of Supervisors' meeting following the receipt of the invoice, whichever is later. All invoices must identify: (1) the type of work provided, (2) the person(s) who performed such work, (3) the hourly rate of each person performing the work, (4) the date(s) of service, (5) the time spent providing such services, and (6) the total amount of the invoice in question.

4.2 Wage Payment. TEAM RCD expressly agrees that it will be solely responsible for the payment of any and all wages due and owing its employees, if any, staff, agents or subcontractors arising out of services to Flood Control pursuant to the Contract and that all payments will be made in accordance with California, federal, and any other applicable law. TEAM RCD further expressly agrees that it will be solely responsible for all required benefits owed to TEAM RCD employees, if any, staff, and agents, whether required by statute, rule, regulation, contract or otherwise.

4.3 Mutual Indemnification. TEAM RCD and Flood Control each agree to defend, indemnify, and hold harmless the other Party, including its directors, officials, officers, employees, consultants, subcontractors, volunteers, and agents, from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, to the extent arising out of or incident to any negligent acts, omissions, or willful misconduct of the indemnifying party or its directors, officials, officers, employees, consultants, subcontractors, volunteers, and agents arising out of or in connection with the performance of the Contract, including, without limitation, the payment of all consequential damages and attorneys' fees and other related costs and expenses.

4.4 Insurance. TEAM RCD shall procure and maintain during the period of performance of the Contract, and for twelve (12) months thereafter, adequate third party policies of insurance from an insurance company or companies authorized to do business in the State of California that covers any activities performed by TEAM RCD under the Contract. Proof of this insurance shall be provided to Flood Control within one (1) week of the effective date of the Contract. TEAM RCD will advise Flood Control in the event that the required third party insurance is about to or expected to lapse.

5. Term. The term of this MOU shall be for the period of one (1) year from the date of full execution of this MOU by both Parties (“Initial Term”). The term of this MOU shall be automatically extended for additional one (1) year terms (“Extended Term” or “Extended Terms,” as appropriate) unless either Party terminates this MOU pursuant to Section 6, below.

6. Amendment and Cancellation. This MOU shall be effective when signed by both Parties. It contains the entire agreement between the Parties with respect to the matters herein provided for. It may be amended only by mutual written consent of both Parties, and either Party may cancel this MOU at any time upon thirty (30) days’ written notice by so notifying the other Party by certified mail.

7. Notices. Any notice, demand, request, consent, approval, or communication that either Party is required to give to the other Party shall be in writing and either served personally or sent by first class mail, postage prepaid, to the appropriate address set forth below. Either TEAM RCD or Flood Control may change the name or address to which its notices are sent by delivering written notice to the other Party at the address listed in this Section. The addresses for the Parties are as follows:

To TEAM RCD at:

Temecula-Elsinore-Anza-Murrieta
Resource Conservation District
P.O. Box 2078
Temecula, CA 92593-2078

To Flood Control at:

Riverside County Flood Control and Water
Conservation District

8. Severability. If any portion of this MOU is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this MOU shall continue in full force and effect.

9. Governing Law and Venue. This MOU shall be construed in accordance with and governed by the laws of the State of California. Any lawsuit brought to enforce this MOU shall be brought in an appropriate court in Riverside County, State of California.

10. Authority. Each Party to this MOU warrants to the other that it is duly organized and existing and that it and the respective signatories have full right and authority to enter into and consummate this MOU and bind the Parties thereto.

11. Counterparts. This MOU may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this MOU.

TEMECULA-ELSINORE-ANZA-MURRIETA
RESOURCE CONSERVATION DISTRICT,
a California resource conservation district

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION
DISTRICT, a California special district

By: _____
Rose Corona, President
Board of Directors

By: _____
Name: _____
Title: _____

Dated: _____

Dated: _____

EXHIBIT A SERVICES

Use of TEAM RCD staff, agents, and subcontractors, or any combination of same, may include, but is not limited to, the following Services:

1. Assistance with the biological monitoring and reporting;
2. Assistance with mitigation work;
3. Assistance with the development of the projected costs associated with implementing mitigation and conservation easements;
4. Assistance with the development of habitat mitigation and monitoring plans; and
5. Assistance with related Flood Control projects or programs.

Subject **Help in a Upper Santa Ana River Watershed management effort to reduce impacts associated with homeless encampments?**

From <Jeff.Brandt@wildlife.ca.gov>
<rose.corona@teamrcd.org>, <dave.mcelroy@teamrcd.org>,
To Brett Mills <Bmills.SJBRCD@verizon.net>,
<lamb@rcrcd.com>, 'Kerwin Russell' <russell@rcrcd.org>,
<mparkes@iercd.org>, echan@iercd.org <echan@iercd.org>
Cc <Jeff.Brandt@wildlife.ca.gov>,
<Kim.Freeburn@wildlife.ca.gov>,
<Joanna.Gibson@wildlife.ca.gov>
Date 2017-07-20 17:29



Good afternoon RCD colleagues.

This morning we all had a call to discuss RCD issues, and Rose at TEAM-RCD brought up working with the City of Temecula to help clean up homeless encampments and habitat restoration on the sites after clean up. Most (if not all) Cities, Counties, and Districts on the river are experiencing significant economic and ecological issues associated with the encampments.

If we band together—we may be able to offer services to entities that need to perform work in sensitive areas. The entire watershed can benefit. Are you willing to work on an upper SAR watershed plan for homeless encampments and use your LSAs as part of the plan? If all RCDs agree—we can cover the Upper Santa Ana and Upper Santa Margarita Rivers in one plan. I am not asking for free labor or a gift from the RCDs: SAWPA just hosted a Homeless Symposium on June 29th, and they may have funds to offset costs, or be able to help us get grants to do this type of work.

Are you interested and do you want to reach out to SAWPA and explore this idea?

Thank you,

Jeff Brandt
Habitat Conservation
California Department of Fish and Wildlife
3602 Inland Empire Blvd, Suite C-220
Ontario, CA 91764
Phone (909) 987-7161
Fax (909) 481-2945
Email jeff.brandt@wildlife.ca.gov

Every Californian should conserve water. Find out how at:



SaveOurWater.com · Drought.CA.gov

OLD BUSINESS

Subject **Individual RCD Project Award Notification**
From Sara Schremmer <sara-schremmer@carcd.org>
To <manager@teamrcd.org>
Cc Karen Buhr <karen-buhr@carcd.org>, Amy Stork
<amy@solidgroundconsulting.com>
Date 2017-07-27 13:35



Hi Dave,

We are excited to inform you that your application for an Individual RCD Project has been approved!

The scope of work outlined by Solid Ground includes a total project cost of \$9,900, and the Bechtel Foundation funds will be able to cover the entire cost of the project.

I have copied Amy Stork from Solid Ground on this e-mail and she'll follow up with you on next steps for moving your project forward.

Thank you so much for taking the time to apply for this opportunity and for investing in the capacity and future of your RCD. The work that we're doing together is going to make the entire network stronger and we're excited to be engaged with you in this process.

Please don't hesitate to reach out to me at any point, whether you need support with your Individual Project or anything else.

Best,

Sara

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Sara Schremmer
Project Manager
California Association of Resource Conservation Districts
Office: (916) 457-7904
Cell: (916) 822-9283