

ACTION/DISCUSSION ITEMS

ANNUAL AUDIT UPDATE

RESOLUTION NO. 2016-03

**RESOLUTION OF THE TEMECULA-ELSINORE-ANZA-
MURRIETA RESOURCE CONSERVATION DISTRICT
APPROVING THE REPLACEMENT OF THE ANNUAL AUDIT
REQUIREMENT PURSUANT TO GOVERNMENT CODE
SECTION 26909 WITH AN AUDIT CONDUCTED EVERY
THIRD YEAR AND OTHER SPECIFIED FINANCIAL
REPORTING AND REQUESTING RIVERSIDE COUNTY
BOARD OF SUPERVISORS' APPROVAL OF SAME**

WHEREAS, Temecula-Elsinore-Anza-Murrieta Resource Conservation District ("TEAM RCD") is a resource conservation district created and authorized pursuant to California Public Resource Code section 9001 et seq.; and

WHEREAS, in compliance with Government Code section 26909, TEAM RCD has been having prepared an annual audit of its accounts and records and has been providing them to the Riverside County ("County") Auditor-Controller; and

WHEREAS, pursuant to Government Code section 26909(b), a special district such as TEAM RCD may, by unanimous request of the governing board of the special district and with unanimous approval of the County Board of Supervisors, replace the annual audit required under Government Code section 26909 with an audit conducted at specific intervals, as recommended by the County auditor, to be completed at least once every five years; and

WHEREAS, the cost for the annual audit has been increasing, and currently the lowest bid would still cost TEAM RCD more than \$6,000 for a single year's audit, a significant percentage of TEAM RCD's annual revenues; and

WHEREAS, the TEAM RCD Board of Directors proposes replacing TEAM RCD's annual audits and instead proposes preparing and providing the County Auditor-Controller, and any other agency requiring such information, with: (1) an audit to take place every third year, covering that year's account

1 and records; (2) a yearly financial compilation and review prepared by a certified public accounting firm
2 and (3) quarterly and management reports; and

3 WHEREAS, the president of TEAM RCD has spoken with the Office of the County
4 Auditor-Controller about the proposal, and the County Auditor-Controller's office does not object to this
5 change; and

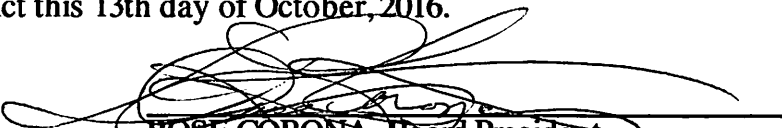
6 WHEREAS, in the event that the County Auditor-Controller expresses concerns regarding
7 issues within the compilations or finds anomalies of financial concerns with the submitted records at any
8 time, the County Auditor-Controller can order an immediate audit of any TEAM RCD financial records;

9
10 NOW, THEREFORE, BE IT RESOLVED by a unanimous Board of Directors of the
11 Temecula-Elsinore-Anza-Murrieta Resource Conservation District at its regular meeting on this 13th day
12 of October, 2016, that:


- 13 1. The above recitals are true and correct.
 - 14 2. It is in the best interests of TEAM RCD to change its audit and financial reporting
15 requirements.
 - 16 3. Subject to unanimous approval of the County Board of Supervisors, the Board of
17 Directors replaces its annual audit requirement under Government Code section 26909 with: (1) an audit
18 to take place every third year, covering that year's accounts and records; (2) a yearly financial
19 compilation and review prepared by a certified public accounting firm; and (3) quarterly and management
20 reports.
 - 21 4. To the extent the County Auditor-Controller expresses concerns regarding issues
22 within the compilations or finds anomalies of financial concern with TEAM RCD's submitted records at
23 any time and orders an audit of any TEAM RCD financial records in addition to what would be required
24 under this resolution, TEAM RCD will have prepared and provide such audit in a timely manner.
 - 25 5. A copy of this Resolution shall be forwarded to the Riverside County Board of
26 Supervisors for consideration of and action upon TEAM RCD's request at a forthcoming regular meeting
27 of the Board of Supervisors.
- 28

1 6. The audit changes acted upon above shall go into effect immediately upon th
2 unanimous approval of the County Board of Supervisors.

3
4 UNANIMOUSLY ADOPTED by the Board of Directors of the Temecula-Elsinore-Anza
5 Murrieta Resource Conservation District this 13th day of October, 2016.

6
7 
8 ROSE CORONA, Board President
Temecula-Elsinore-Anza-Murrieta Resource
Conservation District

9 ATTEST:

10 
11 CAROL LEE BRADY, Secretary
12 Temecula-Elsinore-Anza-Murrieta Resource
Conservation District

13
14 APPROVED AS TO FORM:

15
16 By: _____
MELISSA R. CUSHMAN
17 Deputy County Counsel/District Counsel
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CROPSWAP PROGAM



TEMECULA-ELSINORE-ANZA-MURRIETA RESOURCE CONSERVATION DISTRICT

IN PARTNERSHIP WITH

RANCHO CALIFORNIA WATER DISTRICT

CropSWAP Program and Liability Waiver

The Rancho California Water District (RCWD) has developed a **CropSWAP** program for Agricultural customers. The purpose of **CropSWAP** (Sustainable Water for Agricultural Production) is provide technical and/or financial assistance for increasing water use efficiency within a specific customer class. The programs are developed based on the idea that efficient water use and water savings in one customer class benefits all customers through approved District-wide water supply reliability. The overall principle of the **CropSWAP** Program is to aid in sustaining local agriculture through current economic and water supply conditions while at the same time conserving water supplies for the benefit of all RCWD customers.

TEAM RCD will collect consumption data and inspect the designated property to provide to the RCWD who will determine if the crop and property qualifies for the **CropSWAP** program. Water consumption and irrigation system efficiency data will be collected and may be forwarded to other public agencies so that local agriculture beyond the RCWD service area may benefit. No personal identifying information will be shared with other agencies.

Your voluntary participation in the CropSWAP program is appreciated. As a voluntary participant, you understand and agree by initialing at the end of each bullet point to all of the following:

*You are the registered owner, or have the legal authority to act on behalf of the registered owner, of the property within the RCWD service area located at the service address given below ("Property") ____

* You have freely volunteered to participate in **CropSWAP**. ____

*You agree to participate in a pre-conversion site inspection, which will be conducted by an approved TEAM RCD contractor. Pre-conversion inspections will be required and are provided free of charge to you. ____

*You agree to permit TEAM RCD and its approved contractors to enter onto the property during reasonable hours for the purposes specified herein. ____

*Pre-conversion site inspection reports recommending specific irrigation system retrofits will be provided to you by the approved TEAM RCD contractor, and you agree that recommendations contained in these reports will serve as a guide for completing a Project Application. ____

***You agree to NOT proceed with removal of trees, groves or already existing crop until receiving written approval from the RCWD to proceed with the CropSWAP program_____**

***You agree to participate in a post-conversion installation site inspection which will take place following the installation of your converted crop. Post-Conversion site inspections by TEAM RCD will be required and are provided free of charge to you._____**

***You are responsible for all costs upfront for purchasing of new crop, installation, planting and labor in meeting the requirements of the CropSWAP program. Upon the completion of conversion and post-conversion inspection by TEAM RCD, the Rancho California Water District (RCWD) will then review the inspection reports and upon approval will provide the appropriate and agreed upon financial reimbursement for the completed conversion_____**

***If necessary you agree to provide receipts for all costs affiliated with your installation and conversion process. No reimbursement will be provided if no receipts are submitted to RCWD if requested_____**

***All costs associated with equipment or crop installed, but not approved in writing by RCWD, are your responsibility._____**

***You assume ownership of and responsibility for the operation and maintenance of the crop converted from the original crop which will include best management practices of your irrigation system_____**

***You understand and agree that through signature of the Participation Agreement with the RCWD, that you or future purchasers of the property will maintain the converted crop for 10 years_____**

***TEAM RCD and RCWD and its contractors will not be held liable for pre-existing conditions associated with the Property, your existing irrigation systems, crop issues or damages related to or arising out of those pre-existing conditions._____**

***You waive any claims, known or unknown, and shall hold harmless RCWD, TEAM RCD and its contractors from any damages or liability that may arise from the installation, operation and ownership as a result of the CropSWAP program._____**

***Neither TEAMRCD, RCWD nor its contractors are making any representations or warranties, expressed or implied, concerning the operation and ownership in the CropSWAP program or your participation in the program._____**

***You permit RCWD to monitor and analyze your water consumption through monthly billing data, share the collected data with other Public Agencies and publish reports using the collected data so other public agencies can benefit. No personal identifying information will be published_____**

***This Agreement is enforceable in accordance with California Law_____**

Congratulations on your decision to participate in the RCWD CropSwap Program as per this agreement.

-Agreement Continues on Next Page/Signature Required

TEMECULA-ELSINORE-ANZA RESOURCE CONSERVATION DISTRICT
IN PARTNERSHIP WITH RANCHO CALIFORNIA WATER DISTRICT
CropSWAP PROGRAM

I understand and agree to all of the foregoing.

Signature/Date

Print Name/Daytime Phone

Property Owner /Address

Service Address



TEMECULA-ELSINORE-ANZA-MURRIETA RESOURCE CONSERVATION DISTRICT

IN PARTNERSHIP WITH RANCHO CALIFORNIA WATER DISTRICT'S

CropSWAP PROGRAM

Sustainable Water for Agricultural Production

The Rancho California Water District (RCWD/District) and the Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) support water use efficiency programs tailored to suit the needs of different types of water users. In general, the District designs the programs to provide technical and/or financial assistance for increasing water use efficiency within a specific customer class. The programs are developed based on the idea that efficient water use and water savings in one customer class benefits all customers through improved District-wide water supply reliability. The overall principle of the **CropSWAP** Program is to aid in sustaining local agriculture through current economic and water supply conditions while at the same time conserving water supplies for the benefit of all RCWD customers.

This **CropSWAP** Program (Program) provides financial assistance to RCWD's "agricultural" and "ag/residential" customers for crop conversion projects. Crop conversion projects are those that save water through replacement of existing crops with those with lower irrigation water demands.

Projects completed through participation in the Program will be funded through a partnership between RCWD, the Department of Water Resources, the US Bureau of Reclamation, the participating grower, and in some cases, the Natural Resources Conservation Service.

HOW DOES IT WORK?

The **CropSWAP** Program has several elements that will determine eligibility for an Rancho California Water District Agricultural customer. Here is a brief overview of the process this program requires.

Step 1: Contact the Rancho California Water District's Water Efficiency Use Team at 951-296-6900 or go to the RCWD website and click on the Water Efficiency Tab-Crop Swap program to download and complete the application to begin the process. You may return your application via e-mail or in person to the District's offices at 42135 Winchester Road, Temecula, CA.

Step 2: After review of the application, the district will advise the customer if their property is eligible for the program.

Step 3: If approved, the customer's information will be forwarded to TEAM RCD's **CropSWAP** Coordinator who will review and facilitate with the property owner the completion of Liability Waivers and further paperwork required to schedule an appointment to have a pre-conversion inspection done at the Grower's property.

Step 4: Once the pre-conversion inspection is completed the report will be forward back to Rancho California Water District for their evaluation in or to determine the eligibility for conversion and financial incentive. If eligible, you will be sent a project approval letter that will provide information regarding financial incentive amounts and be required to enter into a Participation Agreement with the Rancho California Water District.

Step 5: Grower to convert existing crop into new crop. After completing your project, grower/owner will contact TEAM RCD's CropSwap coordinator to schedule a post-conversion inspection to determine that all requirements were met and to verify that the conversion was successful.

Step 6: Final post-conversion report to be forwarded to RCWD and the Grower/Owner for final determination of financial reimbursement. **Receipts for work performed may be required.**

Step 7: If your project is successful, reimbursement for the **CropSWAP** Program will be forthcoming according to the arrangements agreed upon in the Participation Agreement signed by both the grower/owner and the RCWD.



Rancho California Water District
In partnership with



Temecula-Elsinore-Anza-Murrieta
Resource Conservation District
Present the

Crop***SWAP*** Program

Sustainable Water for Agricultural Production

November, 2016

**42135 Winchester Road
Temecula, California
92590
(951) 296-6900**

To apply for a Pre-Conversion Audit or for further
information please contact:

Dave McElroy
Temecula-Elsinore-Anza-Murrieta Resource Conservation
District

cropswap@teamrcd.com
or 951-387-8992

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CropSWAP Program

Rancho California Water District

Section 1: Principles of the Program

The Rancho California Water District (RCWD/District) and the Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) support water use efficiency programs tailored to suit the needs of different types of water users. In general, the District designs the programs to provide technical and/or financial assistance for increasing water use efficiency within a specific customer class. The programs are developed based on the idea that efficient water use and water savings in one customer class benefits all customers through improved District-wide water supply reliability. The overall principle of the **CropSWAP** Program described herein is to aid in sustaining local agriculture through current economic and water supply conditions while at the same time conserving water supplies for the benefit of all RCWD customers.

Section 2: Program Description

This CropSWAP Program (Program) provides financial assistance to RCWD's "agricultural" and "ag/residential" customers for crop conversion projects. Crop conversion projects are those that save water through replacement of existing crops with those with lower irrigation water demands.

Section 3: Program Funding Sources

Projects completed through participation in the Program will be funded through a partnership between RCWD, the Department of Water Resources, the US Bureau of Reclamation, the participating grower, and in some cases, the Natural Resources Conservation Service.

Section 4: Pre and post-Conversion Audits

Pre and post-Conversion Audits will be conducted by TEAM RCD.

Section 4: Program Guidelines

4.1 Eligibility

Following are eligibility requirements for receiving financial assistance through the Program:

Eligible Customers

RCWD customers whose water service accounts qualify for "agricultural" or "ag/residential" account status are eligible to participate in the Program.

Property Requirements

A minimum of three acres of crop that has been irrigated to a level considered adequate for commercial production must be replaced/converted on a single property within RCWD's service area in order to be eligible for receiving financial assistance through the Program. Portions of acreage not considered viable or eligible, although included in the total overall acreage of the property owned or farmed, (see Existing Crop Health requirements), will not be considered for financial assistance in the **Crop/SWAP** program. Eligible acreage must show a water savings and is not based on total acreage farmed but on viable and healthy crop. For example, if you have 20 acres of avocados but three acres contain dead crop/trees, the three acres will not be eligible for financial reimbursement.

Types of Crop Conversion

The RCWD and TEAM RCD anticipate that most crop conversion projects completed through the Program will involve avocados, citrus, and winegrapes since these are the most commonly grown crops within RCWD's service area. However, any crop conversion that results in at least 1 acre foot per acre of water savings is eligible for participation in the Program and will be considered by the District on a case by case basis. NOTE: the Program does not provide assistance for avocado tree "stumping," pruning practices, replacement of mature crops with juvenile crops of the same variety or the permanent removal of crops.

Existing Crop Health

Prior to crop conversion, crops that are replaced must have been irrigated to a level considered adequate for commercial production. The Program will not provide financial assistance for replacement of crops that are not alive or have not been irrigated substantially during the twelve-month period prior to their replacement.

Newly Planted Crops

Crops that replace those which are removed must have lower water requirements, and must result in water savings of at least 1 acre foot per acre converted. The Program will not provide financial assistance to replace crops with those that require more water. Moreover, the Program will not pay for the replacement of mature crops with juvenile crops of the same variety.

Other Eligibility Requirements

Crops that are replaced must be removed and replaced on an irrigation block by irrigation block basis. The Program will not provide financial assistance for the removal and replacement of individual trees/vines/etc. within blocks.

4.2 Project Prioritization

The District will notice the public 30 days prior to the acceptance of project applications. Applications submitted for conversion projects that are eligible for the Program will be approved on a first-come, first served basis.

4.3 Participation Agreement

To participate in the Program, eligible customers must enter into a Participation Agreement with RCWD, which provides details on participation requirements, conversion project specifications, financial incentive amounts, and payment terms.

4.4 Commitment to Agricultural Production

Program Participants must commit, in writing, to make reasonable efforts to continue using the property undergoing the crop conversion for agricultural production of the crop to which the property was converted for a period of at least ten years following the completion of the conversion project. Language pertaining to this commitment will be included in the Participation Agreement entered into between the Rancho California Water District and the Program participant, and will be recorded on the title associated with the property undergoing crop conversion.

4.5 Determination of Financial Assistance Amounts

The financial assistance amount provided by the RCWD to a Program participant will be determined by the District prior to the start of the participant's crop conversion project. Determination of financial assistance amounts will be made through consideration of the types of crops involved in the crop conversion and an analysis of the participant's history of water use. The following table shows financial assistance amounts to be provided based on the type of crop conversion completed and the participant's calendar year 2016 water usage as a percentage of their 2016 water allocation.

Conversion Type	2016 Use as % of Water Allocation	Incentive Amount* (per acre converted)
Avocado to Winegrape	≥85%	\$15,000
Citrus to Winegrape	≥85%	\$10,000
Avocado to Citrus	≥85%	\$5,000

*Adjustments may be made to these assistance amounts based on the age and other characteristics of the crop area being converted.

The following hypothetical examples of conversion projects are provided for further clarification on how financial assistance amounts will be determined.

Example 1:

Project Details

Conversion Type: Avocado to Citrus
 2016 Water Allocation: 30,579 HCF
 2016 Water Usage: 25,992 HCF
 Acres to Convert: 15

Financial Assistance Amount Calculation

The participant used 85% of their water allocation (25,992 HCF Used / 30,579 HCF Allocated = 0.85) in calendar year 2016, and is proposing an avocado to citrus conversion. As per the table above, this participant is eligible to receive financial

assistance equal to \$5,000 per acre converted. Based on 15 acres of avocado to citrus conversion, the financial assistance amount for this property is \$75,000 ($\$5,000 \times 15 \text{ acres} = \$75,000$).

Example 2:

Project Details

Conversion Type:	Avocado to Winegrape
2016 Water Allocation:	16,309 HCF
2016 Water Usage:	14,026 HCF
Acres to Convert:	8

Financial Assistance Amount Calculation

The participant used 86% of their water allocation (14,026 HCF Used / 16,309 HCF Allocated = 0.86) in calendar year 2016, and is proposing an avocado to winegrape conversion. As per the table above, this participant is eligible to receive financial assistance equal to \$15,000 per acre converted. Based on 8 acres of avocado to citrus conversion, the financial assistance amount for this property is \$120,000 ($\$15,000 \times 8 \text{ acres} = \$120,000$).

Example 3:

Project Details

Conversion Type:	Citrus to Winegrape
2014 Water Allocation:	17,772 HCF
2014 Water Usage:	12,440 HCF
Acres to Convert:	12

Financial Assistance Amount Calculation

The participant used 70% of their water allocation (12,440 HCF Used / 17,772 HCF Allocated = 0.70) in calendar year 2016, and is proposing a citrus to winegrape conversion. As per the table above, this participant is not eligible to receive financial assistance for the project.

4.6 Payment of Financial Assistance

RCWD will make payment to the Program participant 30 days after acceptable documentation of conversion project costs are submitted to the District and completed conversion projects are approved by the District. Total financial assistance amounts paid by the District shall not exceed the total actual cost of the project.

4.7 Submittal of Plans and Adherence to Best Management Practices

Prior to beginning an approved conversion project, Program participants must submit plans to the District indicating an irrigation design and planting scheme. Irrigation systems and plantings must be implemented according to the latest best

management practices. Following are examples of practices that must be implemented in order for conversion projects to be eligible for financial assistance:

- Slopes must be suitable for the new crop being planted
- Appropriate application of mulch is required for new plantings in areas where mulch application is reasonable
- Irrigation systems must be designed to operate at a minimum of 85% distribution uniformity for tree plantings, and 90% for vine plantings
- Appropriate pressure regulation must be installed on irrigation systems
- A minimum number of plants must be installed on a per acre basis. For vineyards, a minimum of 720 vines per acre must be planted. For orchards, a minimum of 100 trees per acre must be planted.
- Automatic metering valves, irrigations timers, lateral line pressure regulators, and pressure compensating emitters are not required, but are recommended for installation.

Plans submitted by potential Program participants will be reviewed and approved by RCWD prior to the execution of Participation Agreements. Plans must be submitted on a sheet of paper no smaller than 11" x17", and must indicate at a minimum:

- A north arrow
- Street names
- The property's parcel boundaries
- Information regarding the topography within the parcel boundary
- The conversion area's boundaries
- The irrigation system layout within the conversion area including:
 - Location and size of the water meter
 - Locations, sizes and types of all backflow devices connected to the irrigation system
 - Locations, pipe sizes and types of all pressurized main lines leading to and within the conversion area
 - Locations, sizes and types of all valves within the conversion area
 - Locations, pipe sizes and types of all non-pressurized lateral lines within the conversion area
 - Locations, types, and specifications for all pressure regulation devices within the conversion area
 - Locations, types, and specifications for all emission devices (i.e. sprinklers, drippers) within the conversion area
- Locations and types of all new plant material within the conversion area
- Information regarding the use of mulch within the conversion area
- Information regarding plant spacing and number of plants installed

4.8 Inspection Requirements

Pre-conversion inspections

Pre-conversion inspections will be conducted by TEAM RCD for proposed conversion projects prior to the start of construction to establish baseline data, to ascertain actual acreage to be converted, to determine water savings that will result from conversion, to determine potential financial incentive amounts, and to assess existing irrigation system efficiency. Once the initial application is filled out and submitted to RCWD and the application is approved, the grower will be directed to contact the TEAM RCD coordinator at cropswap@teamrcd.org to schedule a pre-conversion inspection of their property. The grower will be required to fill out several forms including a liability form in order for the auditors to conduct their work. Once the pre-conversion inspection is performed, a report will be sent to RCWD for review. Once the audit has been approved, the grower can commence re-planting their property with the chosen crop they have indicated they will be converting to.

Post-conversion inspections

Post-conversion inspections will be conducted by TEAM RCD after construction activities are complete to verify conversion work was performed as required by formal Participation Agreements entered into between RCWD and participating growers, to ascertain actual acreage removed/converted, and to assess improved irrigation system efficiency. Grower will be directed to contact the TEAM RCD coordinator again at cropswap@teamrcd.org for a post-conversion inspection. Participating customers must also agree to allow the District to audit the irrigation system for the property approximately five years following the completion of the conversion.

4.9 Water Allocations

Following the completion of conversions for which financial assistance was provided by RCWD, the water allocations for the converted areas will be reduced to reflect the needs of the newly planted crop for a period of at least ten years. The following table shows allocations that will be assigned to each of the crops following their installation.

New Crop*	Water Allocation (AF/acre)**
Citrus	3.4
Winegrape	2.0

*Water allocations for crops not listed in this table will be determined on a case by case basis.

**Future water allocations are subject to change based on determinations made by the District's Board of Directors and on provisions of the District's Water Shortage Contingency Plan.

4.10 Timing Requirements for Project Completion

Projects must be completed no more than twelve months following the execution of the Participation Agreement.

4.11 Participation Process

A list of steps that explain the Program Participation process is provided below:

1. Project Application & Plan Submittal

Eligible customers can download a Project Application from the District's website at www.ranchowater.com or visit the District's headquarters to pick one up.

Applications should be submitted along with project design plans to the District's Water Use Efficiency Department.

2. Pre-conversion Site Inspection

After the District has reviewed your application, you will be notified as to whether or not you are eligible to receive a free pre-conversion site inspection. Pre-conversion inspections will be conducted by TEAM RCD for each conversion project prior to the start of construction to establish baseline data, to verify actual acreage to be converted, to estimate water savings that will result from conversion, to determine potential financial incentive amounts, and to assess existing irrigation system efficiency.

3. Participation Agreements

After the District reviews data collected during pre-conversion process, you will be notified as to whether or not your proposed conversion project is eligible for participation in the Program. If it is eligible, a Participation Agreement will be written, which will contain information regarding financial incentive amounts, requirements for long-term agricultural production, further inspection requirements, and best management practice requirements. Once the Participation Agreement is fully executed by all parties, a Notice to Proceed will be sent to the participant.

4. Completion of Conversion Work

The Program Participant is responsible for completing all conversion work according to the requirements of the Participation Agreement. The Program Participant should keep detailed records of all costs associated with the conversion. The Program Participant is responsible for notifying the District of the completion of the conversion work.

5. Post-conversion Site Inspection

Following completion of the conversion work, post-conversion site inspections will be conducted by TEAM RCD to verify conversion work was performed according to the terms of the Participation Agreement.

6. Payment of Financial Incentive

Following the completion of the post-conversion site inspection and submittal of documentation to the District regarding actual project costs, RCWD will notify the Program Participant regarding the District's approval of the conversion project. Approved projects that were completed as per the requirements of the Participation Agreement will be paid the agreed upon financial incentive within 30 days the project approval.



CropSWAP Program Project Application

APPLICANT INFORMATION					
Customer Name :					
Water Service Account Number:					
Social Security Number or Tax I.D.:		Date:			
CONVERSION PROJECT INFORMATION					
PROPERTY INFORMATION					
What is the property address for the proposed crop conversion project?					
What is/are the Assessor's Parcel Number(s) for the property(ies) where the conversion project would take place?					
EXISTING CROP TYPE INFORMATION					
What existing crop type are you proposing to replace?					
How many acres of the existing crop type are you proposing to replace?					
How many trees would be removed/replaced within the Project Area?					
NEW CROP TYPE INFORMATION					
What is the new crop type that will replace the existing crop?					
How many acres of the new crop type will be planted?					
How many new trees, vines, etc. will be planted in the Project Area?					
PLAN SUBMITTAL INFORMATION					
<p>A plan must be submitted with this application on a sheet of paper no smaller than 11" x 17". The plan must contain:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; padding: 5px;"> <ul style="list-style-type: none"> a north arrow street names parcel boundaries topography information within the parcel boundary Project Area boundaries Locations and types of all new plant material within the conversion area Information regarding the use of mulch within the conversion area Information regarding plant spacing and number of plants installed </td> <td style="width: 50%; vertical-align: top; padding: 5px;"> <ul style="list-style-type: none"> irrigation system layout within the Project Area to include: Location and size of the water meter Locations, sizes and types of all backflow devices connected to the irrigation system Locations, pipe sizes and types of all pressurized main lines leading to and within the conversion area Locations, sizes and types of all valves within the conversion area Locations, pipe sizes and types of all non-pressurized lateral lines within the conversion area Locations, types, and specifications for all pressure regulation devices within the conversion area Locations, types, and specifications for all emission devices (i.e. sprinklers, drippers) within the conversion area </td> </tr> </table>				<ul style="list-style-type: none"> a north arrow street names parcel boundaries topography information within the parcel boundary Project Area boundaries Locations and types of all new plant material within the conversion area Information regarding the use of mulch within the conversion area Information regarding plant spacing and number of plants installed 	<ul style="list-style-type: none"> irrigation system layout within the Project Area to include: Location and size of the water meter Locations, sizes and types of all backflow devices connected to the irrigation system Locations, pipe sizes and types of all pressurized main lines leading to and within the conversion area Locations, sizes and types of all valves within the conversion area Locations, pipe sizes and types of all non-pressurized lateral lines within the conversion area Locations, types, and specifications for all pressure regulation devices within the conversion area Locations, types, and specifications for all emission devices (i.e. sprinklers, drippers) within the conversion area
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IRS FORM W-9					
<p>The IRS requires the Rancho California Water District to submit 1099-MISC forms to certain recipients of CropSWAP financial assistance. Therefore, as a condition to receiving financial assistance, all applicants must submit a completed IRS Form W-9 to the District with their application for it to be considered complete. The District does not determine the taxability of the financial assistance; it is the responsibility of the recipient to make this determination.</p>					

DRAFT

2) I desire to participate in the Crop**SWAP** Program, and 3) I am willing to provide access to the District and/or its contractors to the property described above for the purpose of conducting a site inspection/distribution uniformity test.

Applicant Signature: _____ Date: _____

THE CropSWAP PROGRAM FAQ SHEET

The **CropSWAP** Program is a pilot program run by the Rancho California Water District in partnership with the Temecula-Elsinore-Anza-Murrieta Resource Conservation District. Once you have filled out the initial application with the RCWD and been approved to move forward, your information will be forwarded to us and you will be contacted by a representative of TEAM RCD who will gather pertinent information in order to conduct a pre-conversion inspection on your property. Following are just a few points that will be covered in the initial information gathering phone call.

PRINCIPLES OF THE PROGRAM

The Rancho California Water District (RCWD/District) and the Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) support water use efficiency programs tailored to suit the needs of different types of water users. In general, the District designs the programs to provide technical and/or financial assistance for increasing water use efficiency within a specific customer class. The programs are developed based on the idea that efficient water use and water savings in one customer class benefits all customers through improved District-wide water supply reliability. The overall principle of the **CropSWAP** Program described herein is to aid in sustaining local agriculture through current economic and water supply conditions while at the same time conserving water supplies for the benefit of all RCWD customers.

THE INSPECTION PROCESS

1. All information will be discussed in advance with all paperwork signed and submitted to the TEAM RCD prior to the scheduling of an inspection appointment and prior to an inspection arriving at your location. No work will be conducted without properly signed documentation and information as to what work will occur during the audit.
2. Please note that all property owners or their representatives must sign a Liability Waiver in order for our inspectors to enter the property and commence with their work. No work can commence without the signed liability waiver granting permission for our inspectors to enter your property.
3. The cost of the pre-conversion inspection itself is free to the landowner.
4. Please be clear on the information you are providing to our representative. We are often asked to do an additional inspection at the last minute while we are out in the field which may be adjacent or close by the existing inspected property. Please note that the inspectors will only do an audit on the property that is scheduled and cannot add additional property inspections without prior authorization and paperwork. If you have additional properties, please address this with our representative when filling out your inspection application. This may require filling out two or three different applications depending on the number of properties you wish to have inspected.

5. Once all the information and paperwork is processed you or your designated representative will be contacted by the TEAM RCD representative to arrange an appointment to come out and conduct the inspection. Due to the amount of inspections that have been requested, we may be asking you for several different dates that may work for both the inspector and yourself in order to maximize convenient times for all people requesting inspections.
6. Once the inspection is completed, we will create a report with all the appropriate information necessary to submit to the RCWD for review for approval to move the project forward.
7. Once your inspection is completed you will be asked to contact the RCWD in order to complete the **CropSWAP** process.
8. The TEAM RCD representative will be more than happy to walk you through the Water **CropSWAP** program paperwork process and help you with any questions you may have. Should you require further information regarding the **CropSWAP** program, we will be more than happy to put you in contact with the representative from the Rancho Water District.
9. If you are interested in this program, you must initially contact the Rancho California Water District to fill out the initial application.
10. If have already been approved for an inspection in this program, please click [here](#) to fill out your initial inspection form.

DRAFT



Welcome to the Temecula-Elsinore-Anza-Murrieta Resource Conservation District and Rancho California Water District's **CropSWAP** Program. **If you are interested in applying for this program, you must first contact:**

**Rancho California Water District
Water Efficiency Use Team
951-296-6900**

If you are interested in having your grove, winery or agricultural property inspected for potential inclusion into the **CropSWAP** program, please fill out the form below either by e-mail to:

Dave.mcelroy@teamrccd.org or

If you are looking for forms regarding this program to download, please go to:

cropswap@teamrccd.org

Or mail to:

TEAM RCD

CropSWAP Program

P.O. Box 2078

Temecula, CA 92593-2078

Name _____

Address: _____

City/State/Zip _____

Phone# _____

(Best number to reach you cell, business or home)

DRAFT

If you would prefer we speak to your grove management company please give contact name and number below:

Grove Management Company Contact: _____

Phone Number _____

Location of property that will be audited _____

Address: _____

of acres owned _____

of acres planted _____

Type of irrigation system presently in use _____

Type of Crop Presently Growing _____

Type of Crop you wish to Convert to? _____

How many acres would you like to convert over to a new crop? _____

THINGS TO KNOW ABOUT THE CropSWAP PROGRAM

Please note that the **CropSWAP** Program is a program run in partnership with the Rancho California Water District. Once you have filled out the initial application with RCWD and it has been approved to be included in the program, your information will be forwarded it to us and you will be contacted by a representative of the TEAM RCD who will gather pertinent information in order to conduct a pre-Conversion inspection on your property. Following are just a few points that will be covered in the initial information gathering phone call.

1. All information will be discussed in advance with all paperwork signed and submitted to TEAM RCD prior to the scheduling of a pre-conversion appointment and prior to an auditor arriving at your location. No work will be conducted without properly signed documentation and information as to what work will occur during the inspection.
2. Please note that all property owners or their representatives must sign a Liability Waiver in order for our inspectors to enter the property and commence with their work. No work can commence without the signed liability waiver granting permission for our inspectors to enter your property.

3. The cost of the audit itself is free to the landowner. However, the Rancho Water District has all the details financial reimbursement and requirements for you to be eligible for this program. Please make sure you or your representative has a full understanding of what portion of this program is reimbursable to the landowner prior to changing out your entire crop or portion thereof.
4. Please be clear on the information you are providing to our representative. We often are asked to do an additional inspections while we are out in the field at the last minute which may be adjacent or close by the existing inspected property. Please note that the inspectors will only do an inspection on the property that is scheduled and cannot add additional property inspections without prior authorization and paperwork. If you have additional properties, please address this with our representative when filling out your pre-conversion application. And paperwork. This may require filling out two or three different applications depending on the number of properties you wish to have reviewed.
5. Once all the information and paperwork is processed you or your designated representative will be contacted by the TEAM RCD representative to arrange an appointment to come out and conduct the inspection. Due to the amount of inspections that have been requested, we may be asking you for several different dates that may work for both the inspector and yourself in order to maximize convenient times for all people requesting audits.
6. Once the inspection is completed, we will create a report with all the appropriate information necessary to submit to the RCWD to determine eligibility for a **CropSWAP**.
7. Once your inspection is completed you will be asked to contact the RCWD in order to complete the **CropSWAP** process.
8. The TEAM RCD representative will be more than happy to walk you through the **CropSWAP** program paperwork process and help you with any questions you may have. Should you require further information regarding the reimbursement program, we will be more than happy to put you in contact with the representative from the Rancho Water District.



Riverside
California
Water
District

DRAFT

TEAM
TEMECULA-ELSINORE
ANZA - MURRIETA
RESOURCE CONSERVATION DISTRICT

CropSWAP Program Pre-conversion Inspection Form

APPLICANT INFORMATION

Customer Name :

Water Service Account Number:

Date:

PROPOSED CROP CONVERSION TYPE

Existing Crop

Proposed Replacement Crop

PROPOSED CROP CONVERSION AREA ASSESSMENT

Number of Trees to be Replaced

Assessment of Tree Health

Well-irrigated ☐ Moderately-irrigated ☐ Low-irrigation ☐

Estimate of Water Applied to Proposed
Conversion Area in Calendar Year 2016

Suitability of slope conditions for
replacement crop

Suitable ☐ Not suitable ☐

EXISTING IRRIGATION SYSTEM ASSESSMENT

DU%

COMMENTS

Inspector's Signature: _____

Date: _____

DRAFT

TEAM RCD
TEMECULA-ELSINORE-ANZA-MURRIETA
RESOURCE CONSERVATION DISTRICT
P.O. BOX 2078
TEMECULA, CA 92593-2078
TEAM RCD CropSWAP Program
Participation Checklist

Client Name _____
Address: _____
Contact: _____
Phone: _____

Dear Grower,

Please review and initial at the end of each item and sign this document that you have read and understand the process that will be taking place for your CropSWAP and return this paperwork with the signed Participation Agreement and Liability Waiver we have forwarded to you. Please be notified that no inspection can commence without these documents being signed and initialed. Should you have any questions, please contact our CropSWAP Coordinator at

cropswap@teamrcd.org

Thank you and we look forward to working with you in an effort to make your agricultural entity more water efficient and sustainable.

1. ____ TEAM RCD contacts Grower/Applicant once initial contact and application is filled out at the Rancho California Water District and asks to have pre-conversion **CropSWAP** application form filled out and returned. _____
2. ____ TEAM RCD **CropSWAP** Coordinator contacts RCWD to confirm Program Eligibility of Grower. _____
3. ____ Once Eligibility is confirmed, TEAM RCD **CropSWAP** Coordinator contacts Grower to submit final signed acknowledgement documentation and Liability Waivers _____
4. ____ TEAM RCD **CropSWAP** Coordinator forwards all Grower information and signed documents to contracted inspector who will contact Grower and schedule a pre-conversion inspection. _____
5. ____ Inspector completes pre-conversion inspection and submits report to Grower, TEAM RCD and Rancho California Water District _____

DRAFT

6. _____TEAM RCD **CropSWAP** coordinator follows up with Grower to discuss any questions and determine whether Grower wishes to make the recommended conversion as per audit report_____

_____Grower Accepts

_____Grower Declines

7. _____Grower sends completed application detailing planned improvements with copy of pre-conversion inspection report to RCWD_____

8. _____RCWD will notify TEAM RCD by phone and mail of approval or denial of application and Grower via mail. TEAM RCD **CropSWAP** coordinator to contact Grower to discuss results_____

9. _____Grower makes approved conversion improvements_____

10. _____Grower contacts TEAM RCD **CropSWAP** coordinator who contacts inspector to schedule post-conversion inspection with same inspector who conducted conversion inspector._____

11. _____Inspector submits post-installation audit report to TEAM RCD, RCWD and Grower._____

12. _____Grower submits copy of post-conversion inspection report to RCWD along with original copies of receipts/invoices_____

13. _____Incentive is paid to customer via arrangements through the Rancho California Water District._____

14. _____TEAM RCD **CropSWAP** coordinator follows up with Grower for review and feedback_____

By signature of this document I acknowledge that I have read and understand the process necessary for participation in the **CropSWAP** program for my property.

Grower _____
Signature

Name: (Please Print) _____

Date: _____

TEMECULA-ELSINORE-ANZA-MURRIETA RESOURCE CONSERVATION DISTRICT

IN PARTNERSHIP WITH

RANCHO CALIFORNIA WATER DISTRICT

CropSWAP Program and Liability Waiver

The Rancho California Water District (RCWD) has developed a **CropSWAP** program for Agricultural customers. The purpose of **CropSWAP** (Sustainable Water for Agricultural Production) is provide technical and/or financial assistance for increasing water use efficiency within a specific customer class. The programs are developed based on the idea that efficient water use and water savings in one customer class benefits all customers through approved District-wide water supply reliability. The overall principle of the **CropSWAP** Program is to aid in sustaining local agriculture through current economic and water supply conditions while at the same time conserving water supplies for the benefit of all RCWD customers.

TEAM RCD will collect consumption data and inspect the designated property to provide to the RCWD who will determine if the crop and property qualifies for the **CropSWAP** program. Water consumption and irrigation system efficiency data will be collected and may be forwarded to other public agencies so that local agriculture beyond the RCWD service area may benefit. No personal identifying information will be shared with other agencies.

Your voluntary participation in the CropSWAP program is appreciated. As a voluntary participant, you understand and agree by initialing at the end of each bullet point to all of the following:

*You are the registered owner, or have the legal authority to act on behalf of the registered owner, of the property within the RCWD service area located at the service address given below ("Property") ____

* You have freely volunteered to participate in **CropSWAP**. _____

*You agree to participate in a pre-conversion site inspection, which will be conducted by an approved TEAM RCD contractor. Pre-conversion inspections will be required and are provided free of charge to you. _____

*You agree to permit TEAM RCD and its approved contractors to enter onto the property during reasonable hours for the purposes specified herein. _____

*Pre-conversion site inspection reports recommending specific irrigation system retrofits will be provided to you by the approved TEAM RCD contractor, and you agree that recommendations contained in these reports will serve as a guide for completing a Project Application. _____

DRAFT

*You agree to **NOT** proceed with removal of trees, groves or already existing crop until receiving written approval from the RCWD to proceed with the **CropSWAP** program_____

*You agree to participate in a post-conversion installation site inspection which will take place following the installation of your converted crop. Post-Conversion site inspections by TEAM RCD will be required and are provided free of charge to you._____

*You are responsible for all costs upfront for purchasing of new crop, installation, planting and labor in meeting the requirements of the CropSWAP program. Upon the completion of conversion and post-conversion inspection by TEAM RCD, the Rancho California Water District (RCWD) will then review the inspection reports and upon approval will provide the appropriate and agreed upon financial reimbursement for the completed conversion_____

*If necessary you agree to provide receipts for all costs affiliated with your installation and conversion process. No reimbursement will be provided if no receipts are submitted to RCWD if requested_____

*All costs associated with equipment or crop installed, but not approved in writing by RCWD, are your responsibility._____

*You assume ownership of and responsibility for the operation and maintenance of the crop converted from the original crop which will include best management practices of your irrigation system_____

*You understand and agree that through signature of the Participation Agreement with the RCWD, that you or future purchasers of the property will maintain the converted crop for 10 years_____

*TEAM RCD and RCWD and its contractors will not be held liable for pre-existing conditions associated with the Property, your existing irrigation systems, crop issues or damages related to or arising out of those pre-existing conditions._____

*You waive any claims, known or unknown, and shall hold harmless RCWD, TEAM RCD and its contractors from any damages or liability that may arise from the installation, operation and ownership as a result of the **CropSWAP** program._____

*Neither TEAMRCD, RCWD nor its contractors are making any representations or warranties, expressed or implied, concerning the operation and ownership in the **CropSWAP** program or your participation in the program._____

*You permit RCWD to monitor and analyze your water consumption through monthly billing data, share the collected data with other Public Agencies and publish reports using the collected data so other public agencies can benefit. **No personal identifying information will be published**_____

*This Agreement is enforceable in accordance with California Law_____

Congratulations on your decision to participate in the RCWD CropSwap Program as per this agreement.

DRAFT

-Agreement Continues on Next Page/Signature Required

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TEMECULA-ELSINORE-ANZA RESOURCE CONSERVATION DISTRICT

IN PARTNERSHIP WITH RANCHO CALIFORNIA WATER DISTRICT

CropSWAP PROGRAM

I understand and agree to all of the foregoing.

Signature/Date

Print Name/Daytime Phone

Property Owner /Address

Service Address

Account Number

DRAFT

WEBSITE PICTURES
ETC

TEMECULA-ELSINORE-ANZA-MURRIETA RESOURCE CONSERVATION DISTRICT

IN PARTNERSHIP WITH RANCHO CALIFORNIA WATER DISTRICT'S

CropSWAP PROGRAM

Sustainable Water for Agricultural Production

The Rancho California Water District (RCWD/District) and the Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) support water use efficiency programs tailored to suit the needs of different types of water users. In general, the District designs the programs to provide technical and/or financial assistance for increasing water use efficiency within a specific customer class. The programs are developed based on the idea that efficient water use and water savings in one customer class benefits all customers through improved District-wide water supply reliability. The overall principle of the **CropSWAP** Program is to aid in sustaining local agriculture through current economic and water supply conditions while at the same time conserving water supplies for the benefit of all RCWD customers.

This **CropSWAP** Program (Program) provides financial assistance to RCWD's "agricultural" and "ag/residential" customers for crop conversion projects. Crop conversion projects are those that save water through replacement of existing crops with those with lower irrigation water demands.

Projects completed through participation in the Program will be funded through a partnership between RCWD, the Department of Water Resources, the US Bureau of Reclamation, the participating grower, and in some cases, the Natural Resources Conservation Service.

HOW DOES IT WORK?

The **CropSWAP** Program has several elements that will determine eligibility for an Rancho California Water District Agricultural customer. Here is a brief overview of the process this program requires.

Step 1: Contact the Rancho California Water District's Water Efficiency Use Team at 951-296-6900 or go to the RCWD website and click on the Water Efficiency Tab-Crop Swap program to download and complete the application to begin the process. You may return your application via e-mail or in person to the District's offices at 42135 Winchester Road, Temecula, CA.

Step 2: After review of the application, the district will advise the customer if their property is eligible for the program.

Step 3: If approved, the customer's information will be forwarded to TEAM RCD's **CropSWAP** Coordinator who will review and facilitate with the property owner the completion of Liability Waivers and further paperwork required to schedule an appointment to have a pre-conversion inspection done at the Grower's property.

Step 4: Once the pre-conversion inspection is completed the report will be forward back to Rancho California Water District for their evaluation in or to determine the eligibility for conversion and financial incentive. If eligible, you will be sent a project approval letter that will provide information regarding financial incentive amounts and be required to enter into a Participation Agreement with the Rancho California Water District.

Step 5: Grower to convert existing crop into new crop. After completing your project, grower/owner will contact TEAM RCD's CropSwap coordinator to schedule a post-conversion inspection to determine that all requirements were met and to verify that the conversion was successful.

Step 6: Final post-conversion report to be forwarded to RCWD and the Grower/Owner for final determination of financial reimbursement. **Receipts for work performed may be required.**

Step 7: If your project is successful, reimbursement for the **CropSWAP** Program will be forthcoming according to the arrangements agreed upon in the Participation Agreement signed by both the grower/owner and the RCWD.



THE CropSWAP PROGRAM FAQ SHEET

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PRINCIPLES OF THE PROGRAM

The Rancho California Water District (RCWD/District) and the Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) support water use efficiency programs tailored to suit the needs of different types of water users. In general, the District designs the programs to provide technical and/or financial assistance for increasing water use efficiency within a specific customer class. The programs are developed based on the idea that efficient water use and water savings in one customer class benefits all customers through improved District-wide water supply reliability. The overall principle of the **CropSWAP** Program described herein is to aid in sustaining local agriculture through current economic and water supply conditions while at the same time conserving water supplies for the benefit of all RCWD customers.

THE INSPECTION PROCESS

1. All information will be discussed in advance with all paperwork signed and submitted to the TEAM RCD prior to the scheduling of an inspection appointment and prior to an inspection arriving at your location. No work will be conducted without properly signed documentation and information as to what work will occur during the audit.
2. Please note that all property owners or their representatives must sign a Liability Waiver in order for our inspectors to enter the property and commence with their work. No work can commence without the signed liability waiver granting permission for our inspectors to enter your property.
3. The cost of the pre-conversion inspection itself is free to the landowner.
4. Please be clear on the information you are providing to our representative. We are often asked to do an additional inspection at the last minute while we are out in the field which may be adjacent or close by the existing inspected property. Please note that the inspectors will only do an audit on the property that is scheduled and cannot add additional property inspections without prior authorization and paperwork. If you have additional properties, please address this with our representative when filling out

your inspection application. This may require filling out two or three different applications depending on the number of properties you wish to have inspected.

5. Once all the information and paperwork is processed you or your designated representative will be contacted by the TEAM RCD representative to arrange an appointment to come out and conduct the inspection. Due to the amount of inspections that have been requested, we may be asking you for several different dates that may work for both the inspector and yourself in order to maximize convenient times for all people requesting inspections.
6. Once the inspection is completed, we will create a report with all the appropriate information necessary to submit to the RCWD for review for approval to move the project forward.
7. Once your inspection is completed you will be asked to contact the RCWD in order to complete the **CropSWAP** process.
8. The TEAM RCD representative will be more than happy to walk you through the Water **CropSWAP** program paperwork process and help you with any questions you may have. Should you require further information regarding the **CropSWAP** program, we will be more than happy to put you in contact with the representative from the Rancho Water District.
9. If you are interested in this program, you must initially contact the Rancho California Water District to fill out the initial application.
10. If have already been approved for an inspection in this program, please click [here](#) to fill out your initial inspection form.



TEAM RCD
TEMECULA-ELSINORE-ANZA-MURRIETA
RESOURCE CONSERVATION DISTRICT
P.O. BOX 2078
TEMECULA, CA 92593-2078
TEAM RCD CropSWAP Program
Participation Checklist

Client Name _____
Address: _____
Contact: _____
Phone: _____

Dear Grower,

Please review and initial at the end of each item and sign this document that you have read and understand the process that will be taking place for your CropSWAP and return this paperwork with the signed Participation Agreement and Liability Waiver we have forwarded to you. Please be notified that no inspection can commence without these documents being signed and initialed. Should you have any questions, please contact our CropSWAP Coordinator at

cropswap@teamrcd.org

Thank you and we look forward to working with you in an effort to make your agricultural entity more water efficient and sustainable.

1. ____ TEAM RCD contacts Grower/Applicant once initial contact and application is filled out at the Rancho California Water District and asks to have pre-conversion **CropSWAP** application form filled out and returned. ____
2. ____ TEAM RCD **CropSWAP** Coordinator contacts RCWD to confirm Program Eligibility of Grower. ____
3. ____ Once Eligibility is confirmed, TEAM RCD **CropSWAP** Coordinator contacts Grower to submit final signed acknowledgement documentation and Liability Waivers ____
4. ____ TEAM RCD **CropSWAP** Coordinator forwards all Grower information and signed documents to contracted inspector who will contact Grower and schedule a pre-conversion inspection. ____

5. ____ Inspector completes pre-conversion inspection and submits report to Grower, TEAM RCD and Rancho California Water District_____
6. ____TEAM RCD **CropSWAP** coordinator follows up with Grower to discuss any questions and determine whether Grower wishes to make the recommended conversion as per audit report_____
____Grower Accepts _____Grower Declines
7. ____Grower sends completed application detailing planned improvements with copy of pre-conversion inspection report to RCWD_____
8. ____RCWD will notify TEAM RCD by phone and mail of approval or denial of application and Grower via mail. TEAM RCD **CropSWAP** coordinator to contact Grower to discuss results_____
9. ____Grower makes approved conversion improvements_____
10. ____Grower contacts TEAM RCD **CropSWAP** coordinator who contacts inspector to schedule post-conversion inspection with same inspector who conducted conversion inspector._____
11. ____Inspector submits post-installation audit report to TEAM RCD, RCWD and Grower._____
12. ____Grower submits copy of post-conversion inspection report to RCWD along with original copies of receipts/invoices_____
13. ____Incentive is paid to customer via arrangements through the Rancho California Water District._____
14. ____TEAM RCD **CropSWAP** coordinator follows up with Grower for review and feedback_____

By signature of this document I acknowledge that I have read and understand the process necessary for participation in the **CropSWAP** program for my property.

Grower _____

Signature

Name: (Please Print) _____

Date: _____

Subject **RE: Meeting with RCWD: Follow Up Documents**
From [<carol.lee.brady@emarcd.org>](mailto:carol.lee.brady@emarcd.org)
To Justin Haessly [<haesslyj@ranchowater.com>](mailto:haesslyj@ranchowater.com)
Cc Rose Corona [<rose.corona@teamrcd.org>](mailto:rose.corona@teamrcd.org),
[<dave.mcelroy@team.org>](mailto:dave.mcelroy@team.org)
Date 2016-10-24 13:33



Hi Justin,

Since Rose's calendar is packed this week, I told her that I'd take a look at the package and also will pull Dave McElroy into the loop since he has a wealth of hands-on knowledge about the pre- and post-audits for the other related program.

Once Dave and I review the docs, he and I can touch base with you for a first run at any possible amendments to the document(s) that may be needed (with respect to TEAM RCD's partnership role.) Once Rose becomes available next week we can finalize everything.

Dave, as discussed this morning I'll forward Justin's email with attachments to you in a separate email, along with scanned copy of some notes Rose has already made.

Hope that works for you, Justin. Feel free to text or call me if you'd like to chat.

Best,
Carol Lee
cell 951-757-7240

On 2016-10-20 10:38, Justin Haessly wrote:

Hi Rose,

Can we schedule a meeting for sometime late next week to go over everything? Will the maze be over by then?

Justin

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

From: Rose Corona [<mailto:rose.corona@teamrcd.org>]
Sent: Monday, October 17, 2016 12:56 PM
To: Justin Haessly [<haesslyj@ranchowater.com>](mailto:haesslyj@ranchowater.com)
Subject: RE: Meeting with RCWD: Follow Up Documents

Got it but with the maze haven't had time to read through it. I'm sure I'll have some questions once I get a chance to review.

Rose

On 2016-10-17 12:14, Justin Haessly wrote:

Just making sure you received the email with the information...can you confirm?

FROM: Justin Haessly
SENT: Friday, October 14, 2016 2:49 PM
TO: 'Rose Corona' [<rose.corona@teamrcd.org>](mailto:rose.corona@teamrcd.org);
[<carol.lee.brady@teamrcd.org>](mailto:carol.lee.brady@teamrcd.org) [<carol.lee.brady@teamrcd.org>](mailto:carol.lee.brady@teamrcd.org)
SUBJECT: Meeting with RCWD: Follow Up Documents

Hello Ladies,

Attached is a draft of the packet of information that we would provide you prior to each pre-conversion inspection.

In addition, I attached to Program Framework that was approved by our Board.

Please review the documents, and let me know when you are available to meet. If your contractor needs to attend the meeting, that's fine with me.

Justin Haessly

Rancho California Water District

Senior Water Resources Planner

haesslyj@ranchowater.com

phone 951-296-6942

CROP SWAP CONTRACT WITH RANCHO WATER DISTRICT



**Rancho
Water**

December 13, 2016

**T.E.A.M RESOURCE CONSERVATION DISTRICT
ATTN: ROSE CORONA
P.O. Box 2078
Temecula, CA 92593-2078**

Board of Directors

William E. Plummer
President

Ben R. Drake
Senior Vice President

Stephen J. Corona

Lisa D. Herman

John E. Hoagland

Danny J. Martin

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

Rich Ottolini, R.E.H.S., MSL
Interim Director of Operations
& Maintenance

Andrew L. Webster, P.E.
Chief Engineer

Kelli E. Garcia
District Secretary

James B. Gilpin
Best Best & Krieger LLP
General Counsel

**SUBJECT: AGREEMENT FOR SERVICES – CROPSWAP PROGRAM
SUPPORT SERVICES**

The following items are enclosed:

QUANTITY	DESCRIPTION
2	Agreement for Services – CropSWAP Program Support Services

The enclosed information is submitted:

- ☐ At your request
☐ For your files
☒ For your action

- ☐ For your information
☐ For your review
☒ For your completion

General Remarks:

Please review and sign both copies of the enclosed agreement for services. The signed contracts you return will be reviewed by our Assistant General Manager and if approved, we will return a signed copy along with a Purchase Order for your records. If you have any questions, please contact me at the District office at 951-296-6912.

Sincerely yours,

RANCHO CALIFORNIA WATER DISTRICT

Todd Landen
Purchasing Agent

Enclosures

Rancho California Water District

42135 Winchester Road

Temecula, CA 92590

T: 951-296-6900 F: 951-296-6938

For your protection, please be sure to read and understand all attached provisions prior to signing. The attached Terms and Conditions will constitute a part of the contract between the parties when signed.

SELLER:

Date: 12/13/2016

Business Name: T.E.A.M Resource Conservation District

Address: P.O. Box 2078, Temecula, CA 92593-2078

Phone: (951)387-8992

Scope of Work Overview:

CropSWAP Program Support Services as identified in Exhibit A (CropSWAP Program - Scope of Work) and Exhibit B (CropSWAP Program - Payment Schedule)

**The Scope of Work includes all materials, supplies, equipment, drawings, data and other property to be furnished and all services including design, delivery, installation, inspection, and testing specified or required to furnish any material, equipment, and/or services described above.*

Contract Price: Not to Exceed \$34,400

Instructions: Have an Authorized Representative fill out all the information in this form and then return a signed copy to Rancho California Water District at the address above (Attn.: Purchasing Department). An authorized Rancho California Water District Employee will sign and generate a Purchase Order (P.O.).

RANCHO CALIFORNIA WATER DISTRICT

By: Eva Plajzer

Signature: _____

Title: Assistant General Manager

Date: 12/13/2016

SELLER: T.E.A.M Resource Conservation District

By: ROSE CORONA

Signature: [Signature]

Title: President

Date: 12/22/16

ARTICLE 1. ACCEPTANCE OF TERMS AND CONDITIONS: The initiation of performance of the scope of work by the Consultant shall constitute unqualified acceptance of all terms and conditions herein. Any additional or different terms and conditions proposed by the Consultant are rejected unless expressly agreed to in writing by an authorized representative of the District's Purchasing Department. This is an integrated agreement and may not be modified except in writing signed by both parties or as otherwise expressly provided herein. Consultant is an independent contractor and no employee or agent of Consultant shall become an employee of District by reason of this contract.

ARTICLE 2. PURCHASE ORDER REQUIRED: The District will not be responsible for services rendered without a purchase order properly signed by the District's Purchasing Agent or authorized agent. When the purchase order covers a continuing service rendered over a stated period of time, Consultant must obtain a new purchase order or request amendment to the original purchase order upon expiration of the time period to authorize the continuance of the service for an additional period of time.

ARTICLE 3. STANDARD OF CARE: The Consultant shall perform the services in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions. Consultant shall also comply with State and Federal Environmental and Safety Regulations as they apply to the scope of work.

ARTICLE 3. WARRANTY: The Consultant warrants that all services and documents provided as part of the services shall conform to the District's specifications, the requirements of this contract and approved sample(s), if any, and are free from defects in design and workmanship. All services and/or documents provided as part of the services are subject to final inspection and approval within a reasonable time after completion. If the services and /or documents provided are not in conformity with the specifications herein, the District shall have the right to reject them and require the Consultant to correct or replace them without additional charge, or require delivery at a reduced price which is equitable under the circumstances. Final acceptance shall be conclusive except with respect to latent defects, fraud or such gross mistakes as amount to fraud. Unless otherwise specified in the purchase order, this warranty shall remain in effect for a one (1) year period after delivery or for such period of time as the item is normally warranted.

ARTICLE 4. TERMINATION: The District may terminate or abandon any portion or all of the work performed under this Agreement for any or no reason by giving ten (10) calendar days written notice to Consultant. In such event, the District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports, and other documents produced or developed for the work. The District shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by the District and Consultant of the portion of such task completed but not paid prior to said termination. The District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to the District only in the event of substantial failure by the District to perform in accordance with the terms of this Agreement through no fault of Consultant.

ARTICLE 5. CHANGES: The District may direct in writing changes, including additions to or deletions from specifications or drawings. If any such change causes a material increase or decrease in the cost of, or the time required for, performance hereunder, an equitable adjustment shall be made in the price or schedule. Any claims for adjustment which Consultant believes result from any change directed by District shall be asserted in writing by Consultant no later than ten (10) days from the date of Consultant's receipt of any such direction. Equitable adjustments for any claims or changes under this agreement, including claims arising from terminations or

suspensions directed under Article 4, will be made by written request for a Purchase Order Amendment request. Nothing contained herein shall excuse Consultant from proceeding with the change as directed by Purchasing Department prior to negotiation of any adjustment. Whether made pursuant to this clause or by mutual agreement, changes shall not be binding upon the District, except when confirmed in writing by a member of the District's Purchasing Department.

ARTICLE 6. INVOICES; RECORDS: The District shall pay for services in accordance with the attached Quote/Proposal/Contract. Invoices shall be submitted on a monthly basis for services rendered and for allowable reimbursable expenses incurred.

Payment shall not be made prior to receipt and acceptance of services/documents and an invoice. District reserves the right to access and audit the Consultant's records pertaining to this contract for a period of four (4) years after payment of any invoice.

Any additional request for funds over and above the contract price must be obtained through written request for an amendment to contract. This amendment requires approval by both parties prior to approval of additional funds.

ARTICLE 7. COMPLIANCE WITH LAW: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein. Consultant's performance shall in all ways strictly conform with all applicable State, Federal and local laws, regulations, safety orders, and working conditions to which it is subject including, but not limited to, safety rules and regulations, prevailing wages under the California Labor Code, and the California Fair Employment Practices Act. Consultant and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing services herein requested. Consultant shall execute and deliver any and all documents as may be required to effect or evidence compliance with law.

Consultant is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq. ("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 services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify, and hold the District, its elected 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 Consultants and any subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor, and debarment of contractors. If the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the contract and require the same of any subconsultants. The Consultant's services may also be subject to compliance monitoring and enforcement by the DIR. It shall be the Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

ARTICLE 8. DELAYS: Consultant will not be liable for delays in performing its obligations to the extent the delay is caused by an unforeseeable condition which is beyond Consultant's reasonable control and without Consultant's fault or negligence. Acts of God, such as storms or floods, as well as government priorities, acts of civil or military authorities, fires, strikes, epidemics, war or riot are examples of events which will be excusable for being beyond Consultant's reasonable control, only upon fulfillment of the following conditions: (a) within seven (7) days of the commencement of any excusable delay, Consultant shall provide District with written notice of the cause and extent thereof as well as a request for a schedule extension for the estimated duration thereof, and (b) within seven (7) days of the cessation of the event causing delay Consultant shall provide District with written notice of the actual

delay incurred, upon receipt of which, the date of completion shall be extended for the time actually lost by reason of an excusable delay.

ARTICLE 9. ASSUMPTION OF RISK; INDEMNITY: Consultant assumes all risk in connection with performance or non-performance of this purchase order. Consultant shall indemnify, defend, and hold harmless District and its elected officials, officers and employees, from all liabilities, obligations, orders, claims, actual damages, governmental fines or penalties, and expenses of defense with respect to such claims (including attorneys' fees and costs) of any kind or nature which may be caused by or arise from furnishing the services specified herein, whether such activities or performance thereof be by Consultant or by anyone directly or indirectly employed or contracted with by Consultant, and whether such liabilities, obligations, orders, claims, actual damages, governmental fines or penalties, and expenses of defense with respect to such claims (including attorneys' fees and costs) shall accrue or be discovered before or after termination of this contract.

ARTICLE 10. GOVERNING LAW; VENUE: The terms and rights of all parties hereunder shall be construed under and governed by the laws of the State of California. The unenforceability, invalidity or illegality of any provision(s) of this contract shall not render the other provisions unenforceable, invalid or illegal. Any litigation with respect to this purchase order shall be brought and conducted in Riverside County, California.

ARTICLE 11. EXCUSE; WAIVER: Any act or omission of District which Consultant might claim as an excuse for its own failure to perform shall be deemed waived by Consultant unless it notifies District of its intention to assert such excuse within ten (10) days after the occurrence of any such act or omission. No action or failure to act by District shall constitute a waiver of a right or duty afforded it under this purchase order, nor shall such action or failure to act constitute approval of or acquiescence in a breach, except as may be specifically agreed in writing. Consultant expressly waives the effect of any statutory or common law provision which construes ambiguities in a contract against the party who drafted the contract.

ARTICLE 12. INSURANCE: Consultant agrees to provide current proof of insurance that meets minimal limits, from an insurer licensed to do business in California with a rating of "A-VII" or better per Best Insurance Guide and additionally insure Rancho California Water District (RCWD).

General Liability

\$1,000,000.00 per occurrence / \$2,000,000.00 general aggregate. In addition to a current certificate of liability insurance, RCWD requires a General Liability Additional Insured endorsement to be named as "Additional Insured" in regards to General Liability. The endorsement should name RCWD as follows:

Rancho California Water District, its Board of Directors, each member of its Board of Directors, its officers, employees and agents.

Automobile Liability \$1,000,000 per occurrence for bodily injury and property damage

Employers' Liability \$1,000,000 per occurrence

Professional Liability \$1,000,000 per claim and aggregate
(Errors & Omissions) **[Must be waived by Rancho California if not required]**

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability (E&O) insurance, in a form and with insurance companies acceptance to the District and in an amount indicated herein.

Certificate of Insurance and General Liability Additional Insured endorsement shall be provided prior to start of service and Mailed, Faxed or E-Mailed to:

EBIX

Insurance Compliance

P.O. Box 100085 - RW

Duluth, GA 30096

Fax# 770-325-6882

E-Mail Address: ranchowater@ebix.com

All Insurance questions should be directed to: EBIX Customer Service @ 951-766-2245

EXHIBIT A

CropSWAP Program

Scope of Work

1. **Program Description.** The CropSWAP Program implemented by RCWD provides financial assistance to RCWD's Agricultural and Agricultural/Residential customers for completion of crop conversion projects that save water through the replacement of existing crops with those that require less irrigation water. The CropSWAP Program aids sustaining local agriculture through current economic and water supply conditions while conserving water supplies for the benefit of all RCWD's customers.

2. **Scope of Work.** TEAM RCD agrees to provide RCWD the following services in accordance with the Crop SWAP Program:

a. Designate a TEAM RCD coordinator to schedule pre-conversion inspections and post-conversion inspections of the properties of Participating Growers who desire to complete a crop conversion project pursuant to the CropSWAP Program.

b. Conduct pre-conversion site inspections for proposed crop conversion projects prior to the start of construction to establish base line data, to ascertain actual acreage to be converted, to determine water savings that will result from the conversion, to determine potential financial incentive amounts, and to assess existing irrigation system efficiency.

c. Following the completion of the crop conversion work by Participating Growers, conduct post-conversion site inspections to verify the conversion work was performed according to the requirements of the Participation Agreement entered into between RCWD and the respective Participating Growers, including but not limited to, ascertaining the actual acreage removed/converted and assessing the efficiency of the improved irrigation system.

d. Provide written report of the results of each pre-conversion inspection and post-conversion inspection to RCWD within 14 working days following the completion of such inspection.

3. **Subcontractor.** TEAM RCD contracts with Mission Resource Conservation District, a California resource conservation district, for permitted and licensed staff to perform the services described herein.

EXHIBIT B

CropSWAP Program

Payment Schedule

For services rendered as described in Exhibit A of this Amendment, RCWD shall pay TEAM RCD in accordance with the Project Fees on page 6 of TEAM RCD's response to RCWD's Request for Proposal for Agricultural Irrigation System Auditor dated September 26, 2014, which are set forth below:

Planted Acreage	Inspection Cost
1 to 5 acres	\$850
5.1 to 10 acres	\$950
10.1 to 15 acres	\$1,200
15.1 to 20 acres	\$1,500
20.1 to 25 acres	\$1,800
Above 25 acres	\$2,100

Cost of inspection includes scheduling, mileage, inspection, baseline soil test and report.

SIGNED CONTRACT EXTENSION WITH MISSION RCD

**AMENDMENT TO 2016 MEMORANDUM OF UNDERSTANDING BETWEEN
TEMECULA-ELSINORE-ANZA-MURRIETA RESOURCE CONSERVATION DISTRICT
AND MISSION RESOURCE CONSERVATION DISTRICT**

This Amendment to the March 3, 2016 Memorandum of Understanding ("2016 MOU") is made and entered into as of November 10, 2016 by and between the Temecula-Elsinore-Anza-Murrieta Resource Conservation District ("TEAM RCD"), a California resource conservation district formerly known as Elsinore-Murrieta-Anza Resource Conservation District, and Mission Resource Conservation District ("Mission"), a California resource conservation district.

RECITALS

WHEREAS, on March 3, 2016, TEAM RCD and Mission entered into the 2016 MOU to carry out an irrigation system auditing program; and

WHEREAS, TEAM RCD desires to engage additional services of Mission in connection with the CropSWAP Program; and

WHEREAS, the Parties wish to enter into this Amendment to provide for continued cooperation between the Districts in implementing the CropSWAP Program and memorializing the rights and obligations of the Parties in relation to such Program.

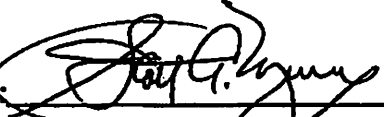
AGREEMENT

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms and conditions contained herein, and pursuant to the laws of the State of California, TEAM RCD and Mission hereby agree as follows:

1. **Additional Services.** Mission agrees to perform additional services in connection with the CropSWAP Program as described in the attached Exhibit A. TEAM RCD shall make payments to Mission for such services in accordance with the payment schedule attached as Exhibit B.
2. **2016 MOU.** Except as specifically set forth in this Amendment, the 2016 MOU and its provisions, including defined terms, are unaffected and shall continue in full force and effect in accordance with its terms, and those provisions shall apply equally to this Amendment.
3. **Counterparts.** This Amendment may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment effective as of the date first above written.

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

By: 

Name: SCOTT A. MURRAY

Title: PRESIDENT

Date: 11/21/16

MISSION RESOURCE CONSERVATION
DISTRICT, a California resource conservation
district

By: 

Name: ROSE CORONA

Title: PRESIDENT

Date: 11-10-16

EXHIBIT A

CropSWAP Program

Scope of Work

1. **Program Description.** The CropSWAP Program implemented by Rancho California Water District (RCWD) provides financial assistance to RCWD's Agricultural and Agricultural/Residential customers for completion of crop conversion projects that save water through the replacement of existing crops with those that require less irrigation water. The CropSWAP Program aids sustaining local agriculture through current economic and water supply conditions while conserving water supplies for the benefit of all RCWD's customers.

2. **Scope of Work.** Mission agrees to provide TEAM RCD the following services in accordance with the CropSWAP Program:

a. Conduct pre-conversion inspections and post-conversion inspections as are requested by RCWD's Agricultural and Agricultural/Residential customers through RCWD's CropSWAP Program.

1. The pre-conversion site inspections for proposed crop conversion projects are conducted prior to the start of construction to establish baseline data, to ascertain actual acreage to be converted, to determine water savings that will result from the conversion, to determine potential financial incentive amounts, and to assess existing irrigation system efficiency.

2. Following the completion of the crop conversion work by Participating Growers, post-conversion site inspections are conducted to verify the conversion work was performed according to the requirements of the Participation Agreement entered into between RCWD and the respective Participating Growers, including but not limited to, ascertaining the actual acreage removed/converted and assessing the efficiency of the improved irrigation system.

b. Provide written report of the results of each pre-conversion inspection and post-conversion inspection to TEAM RCD and RCWD within 14 working days following the completion of such inspection.

EXHIBIT B
CropSWAP Program
Payment Schedule

For services rendered as described in Exhibit A of this Amendment, TEAMRCD shall pay Mission in accordance with the Project Fees on page 6 of Mission's response to TEAMRCD's Request for Proposal for Agricultural Irrigation System Auditor dated January 4, 2016, which are set forth below:

Planted Acreage	Inspection Cost
1.0 to 5.0 acres	\$335
5.1 to 10.0 acres	\$415
10.1 to 15.0 acres	\$495
15.1 to 20.0 acres	\$575
20.1 to 25.0 acres	\$655
Above 25.0 acres	\$695