

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

BOARD OF DIRECTORS – REGULAR MEETING

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**May 14, 2026**

Truax Building, 41923 Second Street, Fourth Floor, Temecula CA 92590

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Prepared by: Board President

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## MINUTES

**Temecula-Elsinore-Anza-Murrieta Resource Conservation District  
Regular Board Meeting  
Thursday, March 12, 2026, at 4:00 PM**

**Truax Building  
41923 Second Street, Fourth Floor  
Temecula, CA 92590**

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### **I. PRELIMINARY FUNCTIONS**

Call to Order – 4:08 p.m. Meeting recorded by Zoom.

#### Pledge of Allegiance

Director Corona led the Pledge of Allegiance.

#### Introduction of New Director

President Biancardi welcomed Arturo Garcia, who was appointed to the board on Tuesday, March 10, 2026, filling the vacant director seat. Director Garcia introduced himself, noting that he resides in the Temecula area and works for The Nature Conservancy and for an elected official in the state legislature.

#### Roll Call/Establish a Quorum

Directors Present: Teri Biancardi, President; Stuart Kuhn, Vice President; Newt Parkes, Secretary; Rose Corona, Director; Arturo Garcia, Director.

Directors Absent: None

Also Present: Kit Swift, Conservation Technician

Public Guests: Peter Van Dyke, Loma Prieta RCD (via Zoom); Kedar Sawant, Parsons (via Zoom).

#### Approval of Agenda

Director Parkes moved, and Director Kuhn seconded, to approve the Agenda as presented. Upon voice vote, the motion passed unanimously.

Biancardi: Aye

Corona: Aye

Garcia: Aye

Kuhn: Aye

Parkes: Aye

#### Public Comment

Peter Van Dyke of Loma Prieta RCD congratulated the district on the WCB grant award and offered advice on grant administration, recommending careful recordkeeping, separate accounts for grant monies, and specialized legal counsel.

Kedar Sawant of Parsons introduced himself as a general audience member listening in on the I-15 Rainbow Canyon project.

## **II. CONSENT CALENDAR:**

Director Corona requested that Item 1, the February meeting minutes, be pulled from the consent calendar for separate consideration.

### **Items 2 and 3:**

Director Kuhn moved, and Director Parkes seconded, to approve Items 2 and 3 of the consent calendar as presented. Upon voice vote, the motion carried:

Biancardi: Yes

Corona: No

Garcia: Yes

Kuhn: Yes

Parkes: Yes

### **Item 1 – February Meeting Minutes:**

Director Corona noted for the record her objection that the February minutes did not fully reflect board conversations. She stated that the vote on the WCB agreement at the February meeting was not properly agendized for a vote. President Biancardi stated that the item had been agendized as a project update and the agreement was provided at the meeting due to the compressed timeline.

Director Garcia moved, and Director Parkes seconded, to approve Item 1, the February meeting minutes, as presented. Upon voice vote, the motion carried:

Biancardi: Yes

Corona: No

Garcia: Yes

Kuhn: Yes

Parkes: Yes

## **III. ACTION ITEMS:**

### **A. Subject: Rainbow Canyon I-15 Wildlife Crossing – WCB Grant Ratification**

*Background: The Wildlife Conservation Board awarded the district approximately \$4 million for the Rainbow Canyon I-15 Wildlife Crossing project. At the February 12, 2026 meeting, the board approved the WCB grant agreement contingent upon favorable legal review and authorized President Biancardi to sign the agreement and begin implementation upon receipt of the notice to proceed. Legal counsel reviewed the agreement, identified no issues, and President Biancardi signed the agreement as authorized.*

President Biancardi acknowledged the significance of the grant award, noting that it represents a major step for the district in moving from a volunteer-led organization to managing a multi-million dollar project with a professional district project manager.

President Biancardi reported on the record that on February 25, 2026, she was informed by WCB staff that Director Corona had contacted WCB by phone and e-mail the afternoon before the \$4 million vote, using her official district title and e-mail address. President Biancardi stated that Director Corona alleged the district planned to misuse indirect funds for non-grant-eligible activities. President Biancardi cited district Policies 2160 and 210, which provide that the board acts as a unit of authority and that directors are required to use internal channels for policy-related concerns. She stated the conduct was unauthorized and caused reputational damage with WCB and The Nature Conservancy.

Director Corona responded that she had contacted WCB to request clarification on the use of indirect funds, not to ask that the grant be denied, and that she believed she had a fiduciary duty to raise concerns. The board discussed the matter; Directors Kuhn, Parkes, and Garcia each expressed disappointment with the approach of contacting the funder directly rather than raising concerns through the board.

President Biancardi presented a board memo analyzing the indirect funding structure, concluding that there is no prohibition in the grant agreement, WCB guidelines, or enabling legislation that restricts the use of approved indirect funds to project-specific work.

Next steps: the district is awaiting the notice to proceed from WCB, expected within 35 days. An RFP for engineering and environmental consulting will be posted through Planet Bids and the district website. A kickoff meeting with project stakeholders has been tentatively scheduled for May 11.

Director Kuhn moved, and Director Parkes seconded, to ratify the February 12, 2026 approval of the WCB grant agreement and authorize President Biancardi to begin implementing the project upon receipt of the notice to proceed.

Director Corona raised a potential conflict of interest regarding Director Garcia, noting that he is employed by The Nature Conservancy, a project partner. President Biancardi ruled that no conflict existed because no funds are exchanged between TNC and TEAM RCD under this project.

Upon voice vote, the motion carried:

Biancardi: Yes

Corona: No

Garcia: Yes

Kuhn: Yes

Parkes: Yes

#### **IV. DISCUSSION:**

##### **A. Subject: District Project Manager – Funding Analysis**

President Biancardi presented a board memo on funding for the District Project Manager position. Working with CARCD, the fully loaded annual cost is estimated at \$192,450 on a \$150,000 salary (approximately 28.3% overhead). Over the 3.5-year grant period, the district projects a \$109,500 surplus for legal and other expenses. Applications are being received through SharePoint; the board anticipates making a hiring recommendation at a future meeting.

## **B. Subject: Insurance Review**

President Biancardi reported that SDRMA reviewed the district's coverage in light of the wildlife crossing project, home hardening program, and potential cannabis restoration project. SDRMA identified no coverage gaps and recommended that all contractors name TEAM RCD as an additional insured.

## **C. Subject: Conservation Technician Updates**

The Conservation Technician provided updates on current projects:

- Wildfire Resistant Communities / Home Hardening: Program launched this month. The Cal Fire Qualified Entities workshop was missed due to a scheduling issue; next workshop pending. Mailers are being sent to Anza and approximately 17 signups received to date via Jotform.
- Lake Elsinore Flood Control Cleanup: Work resumed after rain delays. GPS-located exhibits for north and south sites submitted to Riverside County Flood Control. An encampment on an adjacent EMWD parcel cannot be removed; coordination with EMWD is being explored.
- Flood Control Channel Work: SAWA crews beginning debris removal and mastication on Santa Gertrudis Channel and Temecula Creek, followed by tamarisk and tumbleweed clearing at French Valley and other sites prior to nesting season.
- WETA / NRCS Local Working Group: Second local working group meeting being planned for late March in Anza.
- Cannabis Restoration Grant Program: CDFW recommended expanding scope from two years/\$150,000 to three years/\$300,000. CDFW expressed interest in hazardous waste training capacity and noted 10–20% of the award can go toward capacity building. Budget revision in progress.

## **D. Subject: Wildfire Resilience Partnerships**

The Inland Empire Fire Safe Alliance has invited the district to join their advisory committee and proposed alternating monthly meetings between San Bernardino and Riverside counties. The Department of Conservation has \$300 million available for wildfire resilience projects and has expressed interest in working with the district.

## **V. DIRECTORS' REPORTS**

No additional reports.

## **VI. MANAGEMENT REPORT**

No separate management report.

## **VII. FUTURE AGENDA ITEMS:**

Policy manual updates with a focus on lines of delegation in preparation for the District Project Manager hire.

**VIII. ADJOURNMENT**

Director Corona moved, and Director Parkes seconded, to adjourn the meeting. Upon voice vote, the motion passed unanimously.

Biancardi: Aye

Corona: Aye

Garcia: Aye

Kuhn: Aye

Parkes: Aye

There being no further business to come before the board, the meeting was adjourned.

Dated: \_\_\_\_\_

Newt Parkes, Secretary

\_\_\_\_\_

## MINUTES

**Temecula-Elsinore-Anza-Murrieta Resource Conservation District  
Regular Board Meeting  
Thursday, April 9, 2026, at 4:00 PM**

**Truax Building  
41923 Second Street, Fourth Floor  
Temecula, CA 92590**

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### **I. PRELIMINARY FUNCTIONS**

Call to Order – 4:00 p.m. Meeting recorded by Zoom.

#### Closed Session

The board convened in closed session prior to the regular meeting. Upon reconvening in open session, it was reported that the board considered two items: (1) selection of a candidate for the District Manager / Project Manager position; and (2) a personnel matter regarding employee performance and compensation for the Conservation Technician.

#### Roll Call/Establish a Quorum

Directors Present: T. Biancardi, President; N. Parkes, Secretary; S. Kuhn, Director; A. Garcia, Director.

Directors Absent: R. Corona, Director.

Also Present: K. Swift, Conservation Technician.

Public Guests: A. McLean, The Nature Conservancy (via Zoom).

#### Approval of Agenda

The Agenda was approved as presented. Upon voice vote, the motion passed unanimously.

Biancardi: Aye

Corona: Absent

Garcia: Aye

Kuhn: Aye

Parkes: Aye

#### Public Comment

No public comment was offered.

### **II. CONSENT CALENDAR:**

It was noted that minutes from the May 8, 2025 meeting had not previously been produced and were now included for approval as a separate item. The remaining consent items (minutes of the prior month, bills, and financial reports) were taken together.

Director N. Parkes moved, and Director S. Kuhn seconded, to approve the minutes of May 8, 2025. Upon voice vote, the motion carried:

Biancardi: Yes

Corona: Absent

Garcia: Yes

Kuhn: Yes

Parkes: Yes

Director N. Parkes moved, and Director S. Kuhn seconded, to approve consent calendar items 2, 3, and 4 (minutes of the prior month, bills, and financial reports). Upon voice vote, the motion carried:

Biancardi: Yes

Corona: Absent

Garcia: Yes

Kuhn: Yes

Parkes: Yes

### **III. ACTION ITEMS:**

#### **A. Subject: Authorization to Execute At-Will Employment Agreement for District Manager / Project Manager**

*Background: Following selection of a candidate in closed session, authorization was requested for the board president to execute an at-will employment agreement on terms approved by the board. The position is contingent upon available grant funding, which has been awarded. The agreement was prepared by legal counsel. The position is structured as a co-hire with CARCD, which manages personnel administration, payroll, and benefits, while TEAM RCD provides day-to-day direction.*

It was confirmed that grant-funding contingency language is included in the contract.

Director S. Kuhn moved, and Director A. Garcia seconded, to authorize the board president to execute an at-will employment agreement with the selected District Manager / Project Manager candidate, or with the second-choice candidate as a fallback, on terms approved by the board. Upon voice vote, the motion carried:

Biancardi: Yes

Corona: Absent

Garcia: Yes

Kuhn: Yes

Parkes: Yes

#### **B. Subject: Compensation Adjustment for Conservation Technician**

*Background: Pursuant to direction provided in closed session, authorization was requested to implement a compensation adjustment for the Conservation Technician.*

Director N. Parkes moved, and Director S. Kuhn seconded, to authorize the compensation adjustment for the Conservation Technician as directed by the board in closed session. Upon voice vote, the motion carried:

Biancardi: Yes  
Corona: Absent  
Garcia: Yes  
Kuhn: Yes  
Parkes: Yes

**C. Subject: Policy Manual Amendments**

*Background: In preparation for the onboarding of the District Manager, amendments to the District policy manual were prepared to clarify lines of authority and the working relationship between the District Manager and the board. The proposed amendments were included in the meeting packet.*

Director S. Kuhn moved, and Director N. Parkes seconded, to adopt the policy manual amendments as presented. Upon voice vote, the motion carried:

Biancardi: Yes  
Corona: Absent  
Garcia: Yes  
Kuhn: Yes  
Parkes: Yes

**D. Subject: Contractor Services Agreement for Biological Monitoring (TABLED)**

*Background: An expansion of the District's contractor bench for biological monitoring services was sought to support work during nesting bird season, particularly for ongoing homeless encampment and trash cleanup work in Lake Elsinore. Legal counsel returned recommendations for additional contract language that had not yet been incorporated.*

This item was tabled to a future meeting pending revisions to the agreement language.

**E. Subject: LAFCO Authorized Voter Designation**

*Background: LAFCO requires the District to designate an authorized voter for an upcoming ballot due April 23, 2026. Materials are included in the meeting packet.*

Director S. Kuhn moved, and Director N. Parkes seconded, to designate A. Garcia as the District's LAFCO authorized voter and direct him to submit the District's ballot on April 23, 2026. Upon voice vote, the motion carried:

Biancardi: Yes  
Corona: Absent  
Garcia: Yes  
Kuhn: Yes  
Parkes: Yes

**F. Subject: Support for AB 2483 (Incarcerated Firefighter Workforce Program)**

*Background: A workforce program operator that connects formerly incarcerated firefighters from the state fire camps with post-incarceration employment requested the District's support for AB 2483. It was noted that this is a legislative item rather than a campaign or ballot measure, and that the District has a programmatic interest given anticipated expansion into fuel modification work for municipalities.*

Director S. Kuhn moved, and Director A. Garcia seconded, to authorize the board president to sign on behalf of TEAM RCD as an organizational supporter of AB 2483. Upon voice vote, the motion carried:

Biancardi: Yes

Corona: Absent

Garcia: Yes

Kuhn: Yes

Parkes: Yes

**G. Subject: Support for SB 1250 (Wildlife Connectivity in Caltrans Processes)**

*Background: SB 1250 would embed wildlife connectivity as a core performance objective within Caltrans processes for maintenance and repair on the state highway system, allowing connectivity infrastructure to be planned alongside existing highway projects rather than retrofitted afterward. The bill's analysis indicates de minimis fiscal impact and projects long-term cost savings to the state.*

A director disclosed for the record an employment relationship with an official sponsor of SB 1250 and recused themselves from discussion and vote on this item.

A representative of The Nature Conservancy presented the item via Zoom and responded to questions from the board regarding fiscal impact and motorist safety implications.

Director S. Kuhn moved, and Director N. Parkes seconded, to authorize the board president to sign on behalf of TEAM RCD as an organizational supporter of SB 1250. Upon voice vote, the motion carried:

Biancardi: Yes

Corona: Absent

Garcia: Recused

Kuhn: Yes

Parkes: Yes

**IV. DISCUSSION:**

**A. Subject: Rainbow Canyon I-15 Wildlife Crossing Project Update**

It was reported that TEAM RCD has received the Notice to Proceed from the Wildlife Conservation Board, authorizing reimbursable spending on the project. Initial steps include onboarding new project capacity (the District Manager / Project Manager hire), legal review of the draft Request for Proposals, and review of the cooperative agreement with Caltrans. Once those documents are released, the RFP process is anticipated to take approximately three months to bring on a contractor for environmental permitting and design.

**B. Subject: District Updates**

Highlights: CDFW has preliminarily approved the District's CRGP grant request at the requested amount of approximately \$350,000; final approval of the budget itself is pending. The WRC Home Hardening program is operational with approximately 30 sign-ups; assessments begin this month in Anza, with four community workshops planned across the grant period. WETA

invoiced approximately \$30,000 this quarter, well above the typical \$6,000 to \$8,000 range, reflecting expanded analysis work. NRCS funding has been received in full and closeout reporting is underway. Both Lake Elsinore flood control cleanup sites are complete (approximately four 40-foot bins of trash removed); active work is paused for nesting bird season and homeless monitoring continues, with fence repair pending coordination with Eastern Municipal Water District. The Whitewood mitigation easement is progressing through review of the developer's draft plan; next step is a deposit agreement and partnership work with SWMA.

**V. DIRECTORS' REPORTS**

No additional reports.

**VI. MANAGEMENT REPORT**

Work continues on building out the minutes archive on the District website. Directors were reminded to confirm SharePoint access and to report any technical issues.

**VII. FUTURE AGENDA ITEMS:**

Contractor Services Agreement for Biological Monitoring (returning from this meeting).

**VIII. ADJOURNMENT**

There being no further business to come before the board, the board unanimously voted to end the meeting at 5:02 p.m.

Dated: \_\_\_\_\_

N. Parkes, Secretary

\_\_\_\_\_

## TEAMRCD – April 2026 Invoices and Payments

*For the period ended April 30, 2026*

Date	Type	Payee	Category	Amount
04/30/2026	Bill	CARCD	--Split--	10,541.56
04/30/2026	Bill Payment (Check)	Clifton Meek		(1,309.19)
04/28/2026	Expense	Visible	Telephone, Telecommunications	599.00
04/27/2026	Expense	QuickBooks	Quickbooks-Accounting	165.00
04/23/2026	Bill Payment (Check)	Riverside Office of County Counsel		(3,021.77)
04/22/2026	Expense	Adobe	Computer, Data and Software	24.99
04/21/2026	Expense	Microsoft	Computer, Data and Software	10.00
04/15/2026	Bill	Clifton Meek	Computer, Data and Software	1,309.19
04/15/2026	Bill	Riverside Office of County Counsel	--Split--	3,021.77
04/15/2026	Bill Payment (Check)	CARCD		(6,775.94)
04/14/2026	Bill	Santa Ana Watershed Association	--Split--	67,001.54
04/14/2026	Bill Payment (Check)	Santa Ana Watershed Association		(10,154.96)
04/13/2026	Expense	Microsoft	Computer, Data and Software	5.51
04/11/2026	Expense	Microsoft	Computer, Data and Software	15.00
04/08/2026	Expense	Visible	Telephone, Telecommunications	20.00
04/06/2026	Bill	Mission Resource Conservation District	Consultants and Contracts	8,024.22
04/03/2026	Bill Payment (Check)	Kit		(1,170.40)
04/02/2026	Bill Payment (Check)	Streamline		(88.90)
04/02/2026	Bill Payment (Check)	Mission Resource Conservation District		(8,791.56)
04/01/2026	Expense	Microsoft	Computer, Data and Software	56.70
04/01/2026	Expense	CubeSmart	Storage	109.00
04/01/2026	Bill	Streamline	Computer, Data and Software	88.90
04/01/2026	Bill	Kit	--Split--	1,170.40
<b>NET TOTAL</b>				<b>60,850.06</b>

# Management Report

Temecula-Elsinore-Anza-Murrieta Resource Conservation District  
For the period ended April 30, 2026

Prepared on  
**May 7, 2026**

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# Profit and Loss

July 2025 - April 2026

	<b>Total</b>
<b>INCOME</b>	
IECF Grant	49,990.00
Investments	
Interest Income	-896.54
<b>Total Investments</b>	<b>-896.54</b>
RCFC Pilot Projects	
Helash Mitigation Site	2,577.08
Hildy	2,577.08
Lake Elsinore	33,266.72
Morgan Valley Wash	2,586.08
Murrieta Creek - Line F	2,573.85
Palomar Corydon Channel	2,576.08
Planning & Compliance	15,000.00
Project Development	7,224.94
Santa Gertrudis Creek	9,738.23
Temecula Creek AD 159	9,738.23
Transient Monitoring	18,839.93
Warm Springs/Benton Channel	4,876.41
Warm Springs/French Valley	4,874.40
Wildomar Channel	2,577.08
<b>Total RCFC Pilot Projects</b>	<b>119,026.11</b>
Service/Fee Income	
Administrative Fees	3,838.86
Grant Revenue	27,155.12
Grant WETA	74,821.33
Outreach and Workshop Support	3,160.98
Program Promotion	898.71
<b>Total Grant Revenue</b>	<b>106,036.14</b>
<b>Total Service/Fee Income</b>	<b>109,875.00</b>
<b>Total Income</b>	<b>277,994.57</b>
<b>GROSS PROFIT</b>	
<b>277,994.57</b>	
<b>EXPENSES</b>	
General and Administration	
Accounting Fees	
Audit and Audit Documentation	3,000.00
Bookkeeping	9,364.75
<b>Total Accounting Fees</b>	<b>12,364.75</b>
Administrative Consulting	165.00
Advertising and Marketing	479.00
Computer, Data and Software	2,656.40
Insurance - Liability, D and O	3,328.32

	<b>Total</b>
Legal Fees	6,205.01
Membership Dues	1,484.70
Postage, Mailing Service	18.17
Quickbooks-Accounting	2,016.73
Storage	886.24
Telephone, Telecommunications	787.00
Travel and Meetings	
Conference, Convention, Meeting	1,030.75
Travel	803.92
<b>Total Travel and Meetings</b>	<b>1,834.67</b>
Website Expenses	425.00
<b>Total General and Administration</b>	<b>32,650.99</b>
License and Permit	188.73
<b>SERVICE COSTS</b>	
Contract Services	
RFC FACILITIES	1,650.60
HELASH	93.04
HILDY	186.07
HOMELESS MONITORING	2,724.66
LAKE ELSINORE	45,911.63
MORGAN VALLEY WASH	1,756.57
MURRIETA CREEK LINE F	93.04
PALOMAR-CORYDON CHANNEL	372.14
SANTA GERTRUDIS CREEK	25,425.10
TEMECULA CREEK AD 159	14,851.42
WARM SPRINGS / FRENCH VALLEY	5,184.10
WARM SPRINGS/BENTON CHANNEL	3,443.83
WILDOMAR CHANNEL	432.17
<b>Total RFC FACILITIES</b>	<b>102,124.37</b>
<b>Total Contract Services</b>	<b>102,124.37</b>
FC - Annual Fee	1,125.00
Grant Administration Expense	
Consultants and Contracts	8,024.22
Conservation Tech	77,040.20
Irrigation Mobile Lab	
Irrigation Evaluations	13,019.90
Pump Efficiency Tests	2,302.23
Soil Testing	779.62
<b>Total Irrigation Mobile Lab</b>	<b>16,101.75</b>
NRCS Training and Support	1,375.00
Outreach and Workshop Support	28,509.34
Program Management	3,768.75
Reimbursable Travel	2,869.49
<b>Total Consultants and Contracts</b>	<b>137,688.75</b>

	<b>Total</b>
Supplies, Equipment and Promotion	1,467.96
<b>Total Grant Administration Expense</b>	<b>139,156.71</b>
<b>Total SERVICE COSTS</b>	<b>242,406.08</b>
<b>Total Expenses</b>	<b>275,245.80</b>
NET OPERATING INCOME	2,748.77
NET INCOME	<b>\$2,748.77</b>

# Balance Sheet

As of April 30, 2026

	<b>Total</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Bank Accounts</b>	
Chase CD	
Chase CD - Benton Channel	165,000.00
Chase CD - Greer Ranch	125,000.00
Chase CD-4631	100,000.00
Interest Chase CD Interest - 0618	64,094.49
<b>Total Chase CD</b>	<b>454,094.49</b>
Checking/Savings	
Chase Flood - 0600	230,305.05
Chase General - 0592	226,744.54
Chase Platinum - 9070	98,244.87
<b>Total Checking/Savings</b>	<b>555,294.46</b>
<b>Total Bank Accounts</b>	<b>1,009,388.95</b>
<b>Accounts Receivable</b>	
Accounts Receivable (A/R)	30,824.59
<b>Total Accounts Receivable</b>	<b>30,824.59</b>
<b>Total Current Assets</b>	<b>1,040,213.54</b>
<b>Fixed Assets</b>	
Adeline Farms Easement	162,750.00
Clinton Keith Land	475,000.00
Greer Ranch Easement	110,000.00
<b>Total Fixed Assets</b>	<b>747,750.00</b>
<b>TOTAL ASSETS</b>	<b>\$1,787,963.54</b>
<b>LIABILITIES AND EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
Accounts Payable	85,567.32
<b>Total Accounts Payable</b>	<b>85,567.32</b>
<b>Credit Cards</b>	
Chase 8053	819.50
<b>Total Credit Cards</b>	<b>819.50</b>
<b>Total Current Liabilities</b>	<b>86,386.82</b>
<b>Total Liabilities</b>	<b>86,386.82</b>
<b>Equity</b>	
Retained Earnings	1,698,827.95
Net Income	2,748.77
<b>Total Equity</b>	<b>1,701,576.72</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$1,787,963.54</b>

# Statement of Cash Flows

July 2025 - April 2026

	<b>Total</b>
<b>OPERATING ACTIVITIES</b>	
Net Income	2,748.77
Adjustments to reconcile Net Income to Net Cash provided by operations:	
Accounts Receivable (A/R)	15,834.62
Interest Receivable	896.54
Other Receivable	18,519.48
Prepaid Grant Expenses	1,945.71
Accounts Payable	35,396.32
Chase 8053	819.50
<b>Total Adjustments to reconcile Net Income to Net Cash provided by operations:</b>	<b>73,412.17</b>
<b>Net cash provided by operating activities</b>	<b>76,160.94</b>
<b>NET CASH INCREASE FOR PERIOD</b>	<b>76,160.94</b>
Cash at beginning of period	933,228.01
<b>CASH AT END OF PERIOD</b>	<b>\$1,009,388.95</b>

## **COOPERATIVE AGREEMENT COVER SHEET**

### **Work Description**

THE CONSTRUCTION OF A VEGETATED PASSAGE ACROSS INTERSTATE 15 (I-15) BETWEEN POST MILE R1.0 AND R3.0 TO FACILITATE WILDLIFE MOVEMENT, NEAR THE CITY OF TEMECULA IN RIVERSIDE COUNTY

### **Contact Information**

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

#### **CALTRANS**

Emad Makar, Project Manager

464 West 4th Street, 12th Floor

San Bernardino, CA 92401

Office Phone: (909) 665-3469

Email: Emad.Makar@dot.ca.gov

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

Clifton Meek, District Manager

P.O. Box 2078

Temecula, CA 92593

Office Phone: (951) 740-3891

Email: clifton.meek@teamrcd.org

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## **COOPERATIVE AGREEMENT**

This AGREEMENT, executed on and effective from \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Temecula-Elsinore-Anza-Murrieta Resource Conservation District, a public corporation/entity, referred to hereinafter as TEAM RCD.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

### **RECITALS**

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *the construction of a vegetated passage across Interstate 15 (I-15) between post mile R1.0 and R3.0 to facilitate wildlife movement, near the city of Temecula in Riverside County*, will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents.
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:
  - PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:
  - CALTRANS completed the Project Initiation Document (PID) on November 18, 2024.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

### RESPONSIBILITIES

#### Sponsorship

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8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds committed in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. TEAM RCD is the SPONSOR for the WORK in this AGREEMENT.

**Implementing Agency**

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- TEAM RCD is the Project Approval and Environmental Document (PA&ED) IMPLEMENTING AGENCY.

PA&ED includes the completion of the Final Environmental Document and the Project Report (documenting the project alternative selection).

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11. TEAM RCD will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are implementing. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and concurrence.
12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

### **Funding**

13. The WORK does not use funds administered by CALTRANS. PARTIES will amend this AGREEMENT should this condition change.
14. Each PARTY is responsible for the costs they incur in performing the WORK.

### **CALTRANS' Quality Management**

15. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA), environmental document quality control, and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
16. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that TEAM RCD's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

17. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
18. Per National Environmental Policy Act (NEPA) assignment and California Environmental Quality Act (CEQA) statutes, CALTRANS will perform environmental document quality control and NEPA assignment review procedures for environmental documentation. CALTRANS quality control and quality assurance procedures for all environmental documents are described in Chapter 38 of the Standard Environmental Reference (SER), available at <https://dot.ca.gov/programs/environmental-analysis/standard-environmental-reference-ser/volume-1-guidance-for-compliance/ch-38-nepa-assignment>. This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.
19. TEAM RCD will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.
20. TEAM RCD, including any employee, agent, consultant or sub-consultant retained by the TEAM RCD, shall implement uniform document control policies necessary to retain all records and electronically stored information associated with the WORK, including but not limited to those records identified in California Public Resources Code, Section 21167.6, and including email and attachments, in a manner consistent with the CALTRANS Uniform Filing System and the "Final Caltrans Environmental Records Retention Policy", available at <https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/ser/nepa-recordretention-policy-final-a11y.pdf>. These records, along with an index of the records, shall be provided to CALTRANS within 60 days of CALTRANS' written request.
21. The cost of CALTRANS' quality management work is to be borne by CALTRANS.

**CEQA/NEPA Lead Agency**

- 22. CALTRANS is the CEQA Lead Agency for the PROJECT.
- 23. CALTRANS is the NEPA Lead Agency for the PROJECT.

**Environmental Permits, Approvals and Agreements**

- 24. TEAM RCD will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to TEAM RCD's responsibilities in this AGREEMENT.
- 25. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
- 26. It is expected that the PROJECT requires the following environmental permits/approvals:

<b>ENVIRONMENTAL PERMITS/REQUIREMENTS</b>
404 US Army Corps of Engineers
National Pollutant Discharge Elimination System (NPDES)/State Water Resources Control Board
1602 California Department of Fish & Wildlife
2080.1 California Department of Fish & Wildlife
U.S. Fish and Wildlife Service (Section 7 FESA)
U.S. Fish and Wildlife Service (Section 7 BO)

**Project Approval and Environmental Document (PA&ED)**

27. As the PA&ED IMPLEMENTING AGENCY, TEAM RCD is responsible for all PA&ED WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

28. CALTRANS will be responsible for completing the following PA&ED activities:

<b>CALTRANS Work Breakdown Structure Identifier (If Applicable)</b>
100.10.10.xx Quality Management
165.15.15.xx Essential Fish Habitat Consultation
165.15.15.xx Section 7 Consultation
165.25.25 Approval to Circulate Resolution
175.20 Project Preferred Alternative
180.10.05.05.xx CEQA Lead Final Env. Doc QA/QC and Approval
180.10.05.45 Section 7 Consultation
180.15.05 Record of Decision (NEPA)
180.15.10 Notice of Determination (CEQA)

29. Any PARTY preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.
30. TEAM RCD will provide written notice of the initiation of environmental studies to the CEQA and NEPA Lead Agencies prior to completing any other PA&ED phase work.

California Environmental Quality Act (CEQA)

31. Environmental documentation will be prepared in compliance with the California Public Resources Code §§ 21080.3.1(d)(e). CALTRANS will provide, and TEAM RCD will use, a letter template and a list of California Native American tribes requesting notification. TEAM RCD will prepare consultation documentation for CALTRANS' signature and transmittal in compliance with the statutorily required time frames.
32. The CEQA Lead Agency will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.
33. Any PARTY involved in the preparation of CEQA documentation will prepare the documentation to meet CEQA requirements and follow the CEQA Lead Agency's standards that apply to the CEQA process.
34. Any PARTY preparing any portion of the CEQA documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.
35. TEAM RCD will submit CEQA-related public notices to CALTRANS for review, comment, and approval prior to publication and circulation.
36. The CEQA Lead Agency will attend all CEQA-related public meetings.

37. TEAM RCD will submit all CEQA-related public meeting materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to the public meeting date.

If the CEQA Lead Agency makes any changes to the materials, then the CEQA Lead Agency will allow TEAM RCD to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date. The CEQA Lead Agency has final approval authority over all CEQA documentation.

38. If a PARTY who is not the CEQA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the CEQA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the CEQA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA Lead Agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

National Environmental Policy Act (NEPA)

39. Pursuant to Chapter 3 of Title 23, United States Code, Sections 326 and 327, CALTRANS is the NEPA Lead Agency for the PROJECT. CALTRANS is responsible for NEPA compliance, will determine the type of NEPA documentation, and will cause that documentation to be prepared in accordance with NEPA requirements.

CALTRANS, as the NEPA Lead Agency for PROJECT, is responsible for the review, comment, and approval all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination and obtain, renew, or amend approvals pursuant to the Federal Endangered Species Act, and Essential Fish Habitat.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination approvals pursuant to Section 106 of the National Historic Preservation Act.

40. Any PARTY involved in the preparation of NEPA documentation will follow FHWA and CALTRANS standards that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Toolkit (available at <http://environment.fhwa.dot.gov/index.asp>) and the CALTRANS Standard Environmental Reference.
41. Any PARTY preparing any portion of the NEPA documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.
42. The NEPA Lead Agency will attend all NEPA-related public meetings.
43. TEAM RCD will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. TEAM RCD will submit all notices to the NEPA Lead Agency for review, comment, and approval prior to publication and circulation.

CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.

44. TEAM RCD will submit all NEPA-related public meeting materials to CALTRANS for CALTRANS' review, comment, and approval at least ten (10) working days prior to the public meeting date.
  
45. If a PARTY who is not the NEPA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the NEPA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the NEPA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the NEPA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the NEPA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The NEPA Lead Agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

46. TEAM RCD will ensure that the PROJECT is included in the approved Federal Statewide Transportation Improvement Program (FSTIP) prior to the NEPA Lead Agency's approval of the environmental document.

### **Schedule**

47. PARTIES will manage the WORK schedule to ensure the timely use of committed funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

### **Additional Provisions**

#### **Standards**

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48. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Standard Environmental Reference
- Highway Design Manual
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

#### **Noncompliant Work**

49. CALTRANS retains the right to reject noncompliant WORK. TEAM RCD agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

#### Qualifications

50. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

#### Consultant Selection

51. TEAM RCD will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

#### Encroachment Permits

52. CALTRANS will issue, upon proper application, the encroachment permit required for WORK within State Highway System (SHS) right-of-way. TEAM RCD, their contractors, consultants, agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued by CALTRANS. CALTRANS will provide an encroachment permit to TEAM RCD at no cost. TEAM RCD's contractors, consultants, and agents may work under the same permit after completing, signing, and submitting the contractor's authorization form TR-0429 to CALTRANS. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
53. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

#### Protected Resources

54. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

### Disclosures

55. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

56. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

### Hazardous Materials

57. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

58. If HM-1 or HM-2 is found, the discovering PARTY will immediately notify all other PARTIES.
59. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS, independent of the PROJECT, will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing State Highway System right-of-way.

60. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. TEAM RCD, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to PROJECT schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

61. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

TEAM RCD and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and TEAM RCD each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. TEAM RCD will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

62. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

### Claims

63. TEAM RCD may accept, reject, compromise, settle, or litigate claims of any consultants or contractors hired to complete WORK without concurrence from the other PARTY.
64. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
65. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

### Accounting and Audits

66. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
67. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

### Interruption of Work

68. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

69. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgments and Settlements

70. The cost of awards, judgments, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
71. The cost of legal challenges to the environmental process or documentation are considered WORK costs.
72. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Project Files

73. TEAM RCD will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. TEAM RCD will assure that the Project History Files are prepared and submitted in compliance with the Project Development Procedures Manual and Construction Manual.

**GENERAL CONDITIONS**

74. All portions of this AGREEMENT, including the RECITALS section, are enforceable.

**Venue**

75. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

**Exemptions**

76. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

**Indemnification**

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77. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by TEAM RCD, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon TEAM RCD under this AGREEMENT. It is understood and agreed that TEAM RCD, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by TEAM RCD, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

78. Neither TEAM RCD nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless TEAM RCD and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

**Non-parties**

79. PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities in PARTIES not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
80. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

**Ambiguity and Performance**

81. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

82. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

### **Defaults**

83. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

### **Dispute Resolution**

84. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of TEAM RCD will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief and/or to preserve the statute of limitations, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

85. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

**Prevailing Wage**

86. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

**SIGNATURES**

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA**  
**DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Catalino A. Pining III  
District 8 Director

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

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HQ Legal Representative  
HQ Legal Rep Title

**Verification of Funds and Authority:**

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Karem Evans  
District 8 Budget Manager

**Certified as to financial terms and policies:**

---

Darwin Salmos  
HQ Accounting Supervisor

---

Clifton Meek  
District Manager

**DRAFT**

**TEMECULA-ELSINORE-ANZA-MURRIETA RESOURCE CONSERVATION DISTRICT**  
**BOARD PACKET MEMO**

**TO:** Board of Directors, TEAMRCD  
**FROM:** Board President / Acting General Manager  
**DATE:** May 14, 2026  
**RE:** **Policy Manual Housekeeping – May 14, 2026**

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## **Item A-4(1) – Retirement of Superseded HR Policies**

### **Purpose**

This action retires personnel and administrative policies from Series 3000 of the District Policy Manual that are superseded by the California Association of Resource Conservation Districts (CARCD) Employee Handbook, administered through Insperity, effective March 20, 2026. It formally acknowledges the CARCD Employee Handbook as the governing document for personnel matters for all current and future TEAMRCD staff.

### **Background**

TEAMRCD's Policy Manual currently contains approximately 40 personnel policies covering matters such as leave, benefits, discipline, and compensation. These provisions were written when the District operated as a standalone employer and have not been updated since 2021.

All TEAMRCD staff — currently the District Manager and the Conservation Technician, and any future hires — are employed through CARCD under a co-employment arrangement with Insperity. CARCD maintains a current Employee Handbook, updated March 20, 2026, that covers all of these personnel matters in a form that is current with California law. Because Insperity updates the Handbook as the law changes, adopting it as the District's governing HR document ensures ongoing legal compliance without requiring the Board to amend personnel policy every time the Legislature acts.

Each employee's individual employment terms — including salary, any negotiated PTO variances, and position-specific expectations — are governed by their offer letter and employment agreement with the District, which control wherever individual terms differ from the standard Handbook provisions.

Retaining the Series 3000 provisions creates three risks: conflict between the Manual and the Handbook on the same personnel matter; compliance exposure from outdated legal standards; and operational confusion for staff and future hires. Retirement eliminates all three.

### **The CARCD Employee Handbook**

The CARCD Employee Handbook (March 20, 2026) is posted on the District website for Board review. It applies to all current and future TEAMRCD staff and comprehensively covers:

- Hours of work, overtime, rest breaks, and meal periods (California-compliant)

- Vacation accrual, carryover, caps, and payout
- Paid sick leave (California Healthy Workplaces, Healthy Families Act compliant)
- Holidays and floating holidays
- Bereavement leave (current California law, 5 days)
- Jury duty
- Family and medical leave (CFRA, FMLA, and Pregnancy Disability Leave — current)
- All other leaves of absence: personal, bone marrow, organ donation, reproductive loss, crime victims, military, parental, and civil air patrol
- Health and welfare benefits (administered through InSperty)
- Pay periods and paycheck procedures
- Progressive discipline and separation
- Harassment, equal opportunity, and anti-discrimination
- Drug and alcohol-free workplace, workplace violence, confidentiality
- Workers' compensation and employee assistance program

### What This Action Does Not Affect

This action does not change any employee's actual terms of employment. The following matters remain governed separately:

- Individual employment terms — each employee's offer letter and employment agreement govern where individual terms differ from the Handbook.
- Grant time-tracking and billing requirements — governed by individual grant agreements and the Operations Binder.
- Chain of command and supervision structure — governed by Policies 3000.4 and 3000.5 (adopted March 27, 2026).
- District Manager performance evaluation — governed by Policy 3000.7 (adopted March 27, 2026).
- Director and staff travel reimbursement — governed by Policies 2140 and 3370, both retained.

### Policies Proposed for Retirement

Policy #	Title
3010	Hours of Work and Overtime
3020	Vacation
3030	Holidays
3040	Sick Leave
3050	Bereavement Leave
3060	Jury Duty
3070	Continuity
3080	Employee Status
3090	Family and Medical Leave
3100	Health and Welfare Benefits
3110	Educational Assistance

<b>3120</b>	Pay Periods
<b>3130</b>	Compensation
<b>3150</b>	Authorized Leave
<b>3160</b>	Unauthorized Voluntary Absence
<b>3170</b>	Performance Evaluation (Staff)
<b>3180</b>	Grievance Procedure
<b>3190</b>	Separation from District Employment
<b>3200</b>	Disciplinary Action
<b>3210</b>	Pre-Employment Physical Examination
<b>3220</b>	Confidentiality Regarding Resignations
<b>3230</b>	Letters of Recommendation
<b>3240</b>	District Vehicle Usage
<b>3245</b>	Helicopter Travel Guidelines
<b>3250</b>	Cell Phones
<b>3260</b>	Credit Card Policy and Procedure
<b>3270</b>	Internet, E-mail and Electronics Communications Ethics, Usage and Security
<b>3275</b>	Website Policy
<b>3285</b>	E-mail Records
<b>3290</b>	Press Releases
<b>3300</b>	Uniforms and Protective Clothing
<b>3310</b>	Personal Vehicle Usage
<b>3320</b>	Long Term Volunteer Policy
<b>3325</b>	Short Term Volunteer Policy
<b>3330</b>	Advancement of Wages
<b>3340</b>	Performance Evaluation – District Manager
<b>3350</b>	HIPAA Compliance
<b>3360</b>	Driver Training and Record Review
<b>3380</b>	Social Networking Policy
<b>3385</b>	Motor Vehicle Safety Program Policy
<b>3390– 3480</b>	All Job Descriptions (District Manager, Natural Resources Manager, Project Manager, Education Coordinator, Field Ecologist, Conservation Educator, Administrative Secretary, Senior Administrative Assistant, Project Assistant, Education Assistant, University of Redlands Work Study Education Assistant)

*Policy 3140 (Gifts, Entertainment and Services) and Policy 3370 (Allowable Expense Reimbursement) are retained. Policy 3340 (Performance Evaluation – District Manager) is retired as superseded by Policy 3000.7, not by the CARCD Handbook.*

## **Recommended Motion**

Move to retire Policies 3010 through 3385 and all job description policies (3390–3480) from the TEAMRCD Policy Manual as listed in this memo, effective immediately, and to acknowledge the California Association of Resource Conservation Districts Employee Handbook (March 20, 2026, as amended from time to time) as the governing document for personnel matters for all current and future TEAMRCD staff employed through the CARCD–Insperity co-employment arrangement.

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### **Item A-4(2) – Conforming Amendment to Policy 2020.2.3**

Policy 2020.2.3 contains two sentences that are inconsistent with the Board’s April 2025 amendments to Policy 2100.1.2, which now fully governs meeting recording and transcription. The final two sentences of Policy 2020.2.3 — “All meetings will be recorded and transcribed prior to the next meeting. Copies of transcriptions are available upon request.” — are proposed for deletion. No replacement language is needed. Policy 2100.1.2 governs.

*For reference, Policy 2100.1.2 currently provides:*

*“Audio of regular and special meetings of the Board of Directors shall be recorded through the video conferencing system (Zoom, Teams, etc.) used to provide meeting access to the public and identified in the posted Agenda for the meeting. If necessary to assist in preparation of the minutes, a written transcript of the meeting may be made using the Artificial Intelligence (AI) transcription service provided by the video conferencing system. Audio recordings and written transcripts of each meeting shall be retained for 60 days following approval of the minutes by the Board of Directors and then shall be destroyed as specified in the District’s Document Retention Schedule unless subject to a pending Public Records Request.”*

### **Recommended Motion**

Move to amend Policy 2020.2.3 by deleting the final two sentences: “All meetings will be recorded and transcribed prior to the next meeting. Copies of transcriptions are available upon request.”



**From:** Mandy Parkes mparkes@iercd.org  
**Subject:** SoCal Region - Please Review and Respond ASAP  
**Date:** May 7, 2026 at 11:40 AM

**To:** Ani Vartanians aniv@missionrcd.org, Scott Murray scottamurray@sbcglobal.net, Michele Tracy tracyranch@roadrunner.com, Roy Mason rmason@msjc.edu, Brett Mills bmills@sjbrcd.org, Teri Biancardi teri.biancardi@teamrcd.org, Clifton Meek Clifton.Meek@teamrcd.org

**Cc:** Nancy Humenik Sappington ufconsultant@icloud.com, rick gomez rickaicp5252@outlook.com

Hi SoCal Inland Region Members,

I am sending this email on behalf of our Region Chair Nancy Humenik Sappington, following correspondence from CARCD which requires the following to be completed by **6/30/26** (original message copied/pasted at the end of this email for reference):

- Member Districts must first select a regional delegate; those eligible to serve include RCD Directors, Executive Directors/District Managers and would attend region meetings and vote on behalf of that member district. Once selection is complete, this person's contact information must be forwarded to SoCal Inland's current Regional Chair, Nancy Sappington. From there, member districts of SoCal Inland Region are being required to:
  - Elect a Region Chair for a 2-year term; those eligible to serve include RCD Directors, Executive Directors/District Managers; this person would call and run SoCal Inland Region meetings
  - Elect a Region Vice Chair for a 2-year term; those eligible to serve include RCD Directors, Executive Directors/District Managers; this person would serve as the alternate to call and run SoCal Inland Region meetings
  - Elect a Regional Representative for a 2-year term; those eligible to serve include RCD Directors; this person would represent SoCal Inland on CARCD's Board of Directors

I believe that SoCal Inland Region Member Districts now include IERCD, Mission RCD, SJBRCD and TEAMRCD; however, please respond here if there appear to be errors in this list and/or if there are changes in primary contacts listed below:

Organization	Contact	Position	Email
IERCD	Nancy Sappington	SoCal Inland Region Chair/IERCD Vice President	<a href="mailto:ufconsultant@icloud.com">ufconsultant@icloud.com</a>
IERCD	Rick Gomez	CARCD Board President/IERCD Board President	<a href="mailto:Rickaicp5252@outlook.com">Rickaicp5252@outlook.com</a>
IERCD	Mandy Parkes	District Manager	<a href="mailto:mparkes@iercd.org">mparkes@iercd.org</a>
IERCD	Valerie Velazquez	Admin Assistant	<a href="mailto:vvelazquez@iercd.org">vvelazquez@iercd.org</a>
Mission RCD	Scott Murray	Board President	<a href="mailto:scottamurray@sbcglobal.net">scottamurray@sbcglobal.net</a>
Mission RCD	Ani Vartanians	District Manager	<a href="mailto:aniv@missionrcd.org">aniv@missionrcd.org</a>
San Jacinto Basin RCD	Michele Tracy	Board President	<a href="mailto:Tracyranch@roadrunner.com">Tracyranch@roadrunner.com</a>
San Jacinto Basin RCD	Roy Mason	Board Member	<a href="mailto:rmason@msjc.edu">rmason@msjc.edu</a>
San Jacinto Basin RCD	Brett Mills	District Manager	<a href="mailto:bmills@sjbrcd.org">bmills@sjbrcd.org</a>
TEAMRCD	Teri Biancardi	Board President	<a href="mailto:teri.biancardi@teamrcd.org">teri.biancardi@teamrcd.org</a>
TEAMRCD	Clifton Meek	District Manager	<a href="mailto:clifton.meek@teamrcd.org">clifton.meek@teamrcd.org</a>

The above actions require a quorum of member districts of the region to attend and cast votes at a meeting noticed a minimum of ten days prior to being held. With this email, the current Region Chair Nancy Sappington is calling a special meeting to complete the above-requested actions, suggesting holding it at the end of June to allow any necessary individual district Board action relative to selecting Regional Delegates which are not the same as existing CARCD delegates. Please respond with availability for the following days, sending a response no later than 5-22-26:

- Monday, June 22nd at 10 AM
- Tuesday, June 23rd at 4 PM
- Wednesday, June 24th at 10 AM
- Thursday, June 25th at 4 PM

CARCD is requesting that clarifications to this process or other procedural questions be directed to their new Membership and Admin Coordinator, Dominique Mask ([dominique-mask@carcd.org](mailto:dominique-mask@carcd.org)). Please respond here with your district's availability for a late-June meeting as soon as possible. Thank you everyone:

**CARCD Email - 4/20/26:**

Request: The CARCD Board of Directors requests that the Regions elect and install its new leadership as written in Article IV, Regions by June 30, 2026. This would include Member Districts selecting their:

1. Regional Delegate (Article IV, Section 3);
2. Electing their Regional Chair/Vice Chair (Article IV, Section 1); and,
3. Electing their Regional Representative (Article IV, Section 2).

Until new elections occur, all existing leadership remains in place.


Suggested Process:

1. Each Member District will first need to select a Regional Delegate to represent the District at its Regional meetings for voting. Once selected, the District Manager/Executive Director needs to forward the Regional Delegate's contact information to the current Regional Chair. Reference Article IV, Section 3 for Regional Delegate eligibility.
2. The current Regional Chair needs to call a regular or special meeting (Article IV, Sections 5 and 6), which can be either in person or by videoconference, in order to nominate and elect its Regional Chair/Vice Chair and Regional Representative. Reference Article IV, Sections 1 and 2 for position eligibility.
  - i. It's recognized that those Regions that elect leadership in odd years (Article IV, Section 1) would be calling a special meeting for their elections and that the electee's term would be until the Region's odd year elections occur to be in compliance with the Bylaws.
  - ii. A quorum for the transaction of business at a Regional meeting shall be a majority of the Member Districts in that Region and action shall be taken by a majority of the Member Districts present and voting (Article IV, Section 5). Only Regional Delegates are eligible to vote (Article IV, Section 5). To ensure that only Member Districts vote and if necessary, a list of current Member Districts can be obtained from the current Regional Chair or CARCD's Membership & Administrative Coordinator, Dominique Mask ([dominique-mask@carcd.org](mailto:dominique-mask@carcd.org)).
3. The nomination and election of Regional positions may also be taken without a meeting if a written request for nominations and/or ballot is distributed electronically or by first class mail to each Member District as described in Article III, Section 5 (Article IV, Section 6).
  - a. Further instructions for electronic/mail voting are found in Article III, Section 6.
  - b. Voting using this method shall be valid only if the number of votes cast by Regional Delegates meets the applicable quorum required to be present at a meeting (Article III, Section 6).
  - c. The Regional Delegate of each Member District shall certify that the action thereon is the action of the Board of Directors of that Member District (Article III, Section 6) and return the results to the Regional Chair.
4. The newly-elected Regional Representative will forward all election results to the CARCD President, Rick Gomez ([rickaicp5252@outlook.com](mailto:rickaicp5252@outlook.com)), and CARCD's Membership & Administrative Coordinator, Dominique Mask ([dominique-mask@carcd.org](mailto:dominique-mask@carcd.org)).
5. Direct procedural questions to CARCD's Membership & Administrative Coordinator, Dominique Mask ([dominique-mask@carcd.org](mailto:dominique-mask@carcd.org)).



**Mandy Parkes**  
 District Manager | IERCD  
 Mobile: (909) 855-6473  
 25864-K Business Center Drive Redlands, CA 92374  
[www.iercd.org](http://www.iercd.org)



**From:** CDFA SWEEP Tech@CDFA cdfa.sweepstech@cdfa.ca.gov   
**Subject:** Urgent Action Required: 23-0663-000-SO\_ Invoice Submission and Temporary Pause on Activities  
**Date:** April 30, 2026 at 5:31 PM  
**To:** Teri Biancardi teri.biancardi@teamrcd.org  
**Cc:** CDFA SWEEP Tech@CDFA cdfa.sweepstech@cdfa.ca.gov, manager@teamrcd.org, newt.parkes@teamrcd.org, kit.swift@teamrcd.org, AccountManager accountmanager@teamrcd.org, grace@gracedouganconsulting.com



Dear Grantee,

This is an urgent notice regarding your grant term. As indicated in your amended grant agreement, OARS must give you written approval to continue work after May 1. Unfortunately we are not able to provide that approval at this time. We have requested a deadline extension; however, we will not receive a status update until the state budget is finalized. As a result, your project is currently on hold.

We urgently require you to submit an invoice for all accrued expenses to date and immediately pause all project activities until further notice. Please be advised that if we do not receive your invoice by **May 8th**, we cannot guarantee payment.

If you have any questions, please contact us as soon as possible.

Sincerely,  
WETA Team



## **Conservation Technician Update**

**April 2026**

This past month was when home hardening went from a program I was building to a program I'm actually running. After all the prep work over the winter (the sign-up form, the regional calendar, the Survey123 field tool, getting fliers out), I finally got into the field for the first real block of assessments, and follow-up visits have kept going since. It's been going really well so far, homeowners are engaged, the assessments are taking about the time I expected and the field tool is holding up, you learn way more being out there than you ever could from a desk.

Outreach has been picking up alongside the assessments. I've been flyer-ing and doing general outreach across the region, and I've been doing RPP scouting in Wildomar, Anza, Aguanga, and Lake Elsinore. There's a number of projects in those areas we could fold into the RPP for RFFC funding and I'm excited to see where they go. I've also been working on creating materials for the home hardening program and updating the website pages, things people can take home or pull up online to get a handle on what defensible space actually means and what they can do themselves before an assessor ever shows up. Alongside that I've been doing some broader funding research, particularly around water districts and SCE; both have precedent in the state for funding this kind of work, and building real relationships with them is something I really want for the district going forward, those connections could open up cost-sharing, co-branded outreach, or direct program funding down the line.

On the WETA front, the program has wrapped up. I completed the final report and overall I think it's been a really good program for the district, I think it's had a real positive affect on the producers we partnered with and the relationships we've built with water districts in the region

are going to keep paying off down the line. Now we're looking at partnering with IERCD and GSDRCD on the next round of work through CDFA, specifically the Healthy Soils Program and the State Water Efficiency and Enhancement Program (HSP and SWEEP). HSP funds on-farm practices that build soil health and pull carbon out of the atmosphere, things like compost application, cover crops, and hedgerows. SWEEP funds water-efficiency upgrades for ag operations, things like drip irrigation conversion and soil moisture monitoring. Both fit the landscape we were already working in for WETA and would keep that producer engagement going, plus splitting the work across three districts means a bigger ask is feasible than any of us could pull off alone.

On the admin side, I wrapped up the IECF progress report this month, pulling together the narrative and metrics for the funder. IECF is also rolling out a new financial tracker and a form for us to fill out to fulfill our 6-month obligations on the grant, so there's some additional reporting infrastructure coming on that side that I'll be folding into the workflow.

Looking ahead, easement monitoring is on the calendar for this week, and the morning of the board meeting we will be having a site visit at Greer Ranch to help draft an RFP. This will finally allow us to handle the downed woody debris and overgrowth out there that has been an issue for a while now.

I've also been working closely with our new district manager since he started, and honestly I really appreciate the opportunity to learn from him. He's bringing a lot of experience and perspective I haven't had access to before, and I think he's going to be really good for the district.