

ACTION ITEMS

Discussion Calendar

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

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

R E C I T A L S

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Parties desire to enter into this MOU to satisfy the goal of management and adaptive management practices of conserved land in accordance with Section 5.2 of the MSHCP.

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

1. Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.
2. Definitions. Unless otherwise defined by this MOU, all capitalized terms in this MOU will have the same definition as the MSHCP and the Implementing Agreement. Specifically,

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

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

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

4. Management.

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

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

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

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

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

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

6. Costs and Expenses. The Parties agree that additional costs that may be related to or a result of “Adaptive Management” or increased management costs which may occur under the Adaptive Management Program (Section 5.2 of the MSHCP) may be agreed to in advance of implementation and reimbursed to the Reserve Oversight Manager by the RCA from MSHCP Reserve Management Budget funds approved by the RCA Board.

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

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

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

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

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

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

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

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

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

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

13. Miscellaneous.

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

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

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

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

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

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

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

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

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

Date: _____

By: _____

Name: _____

Rose Corona
President

Approved as to Form:

Name: _____

Melissa R. Cushman
Deputy County Counsel

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

Date: _____

By: _____

Name: _____

Charles V. Landry
Executive Director

Approved as to Form:

Name: _____

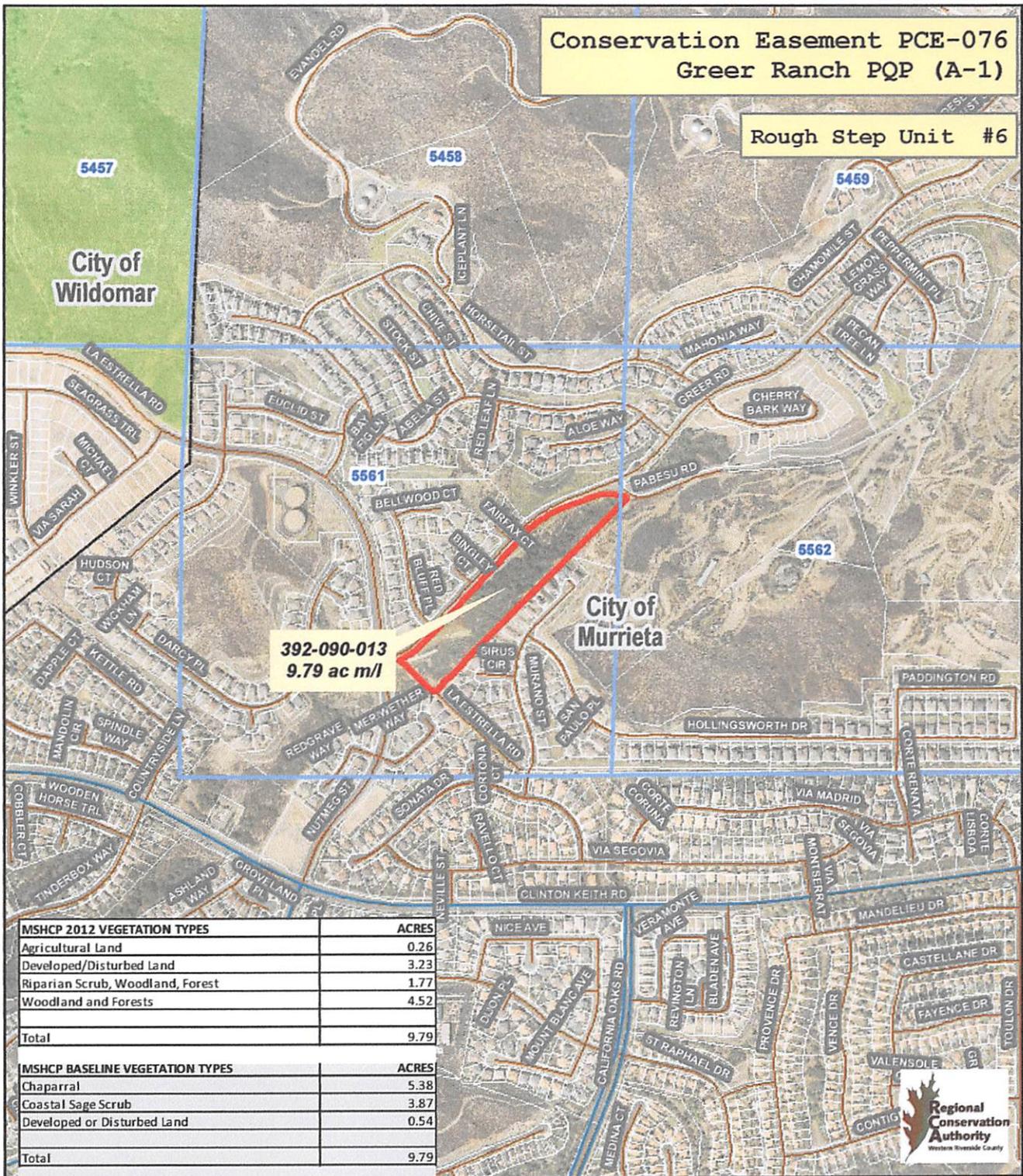
Best Best & Krieger LLP
General Counsel

**EXHIBIT A
PQP LANDS**

LEGAL DESCRIPTION AND DEPICTION OF PROPERTY

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

Rough Step Unit #6



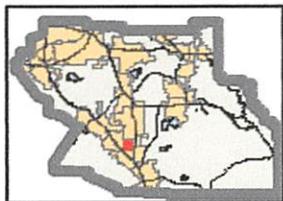
392-090-013
9.79 ac m/l

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

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



November 8, 2016



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

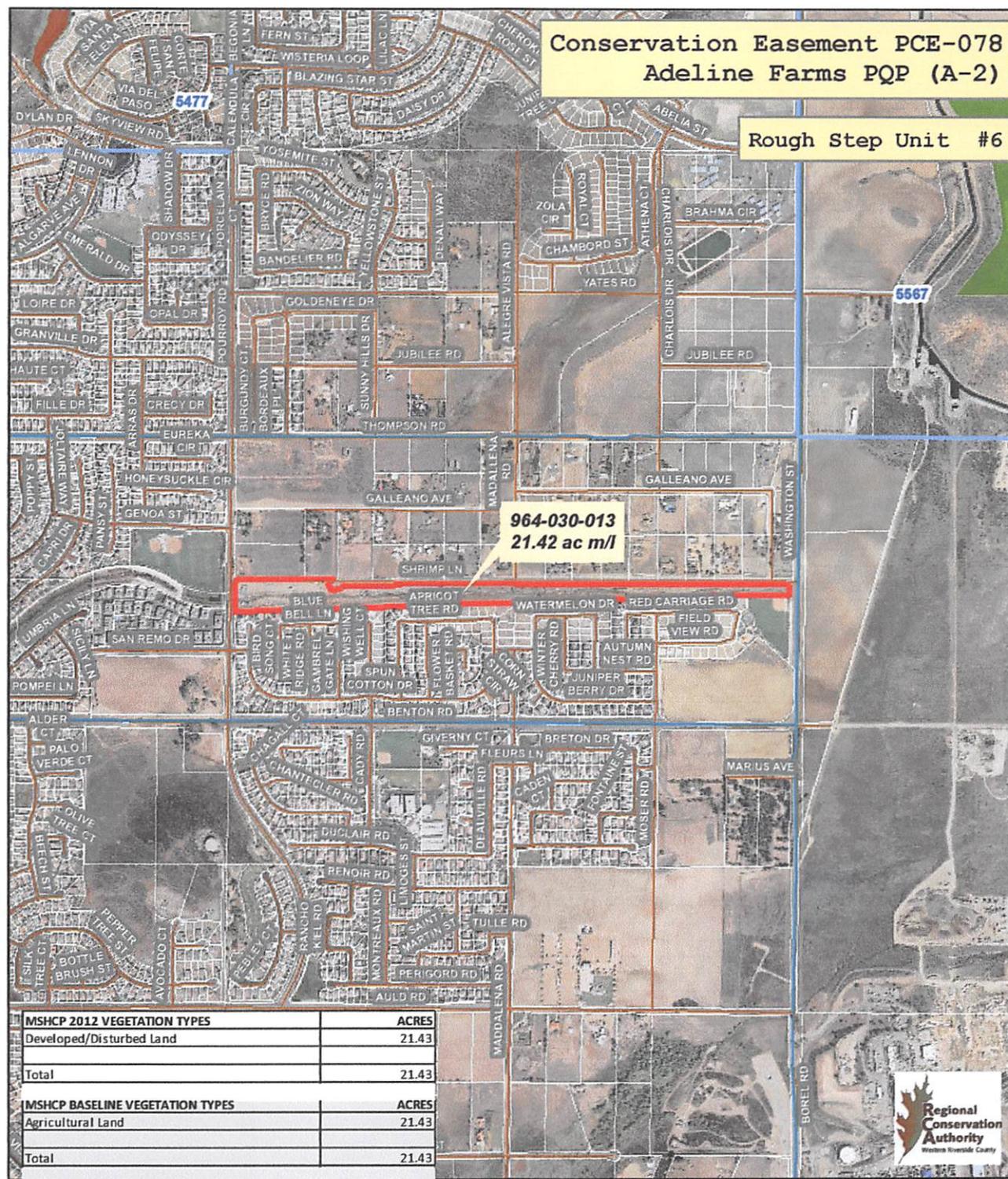


RC00000000

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

**Conservation Easement PCE-078
Adeline Farms PQP (A-2)**

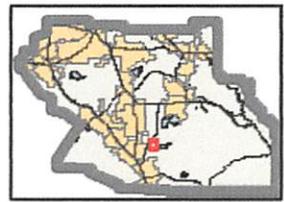
Rough Step Unit #6



MSHCP 2012 VEGETATION TYPES		ACRES
Developed/Disturbed Land		21.43
Total		21.43
MSHCP BASELINE VEGETATION TYPES		ACRES
Agricultural Land		21.43
Total		21.43



November 8, 2016



RC00000000

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



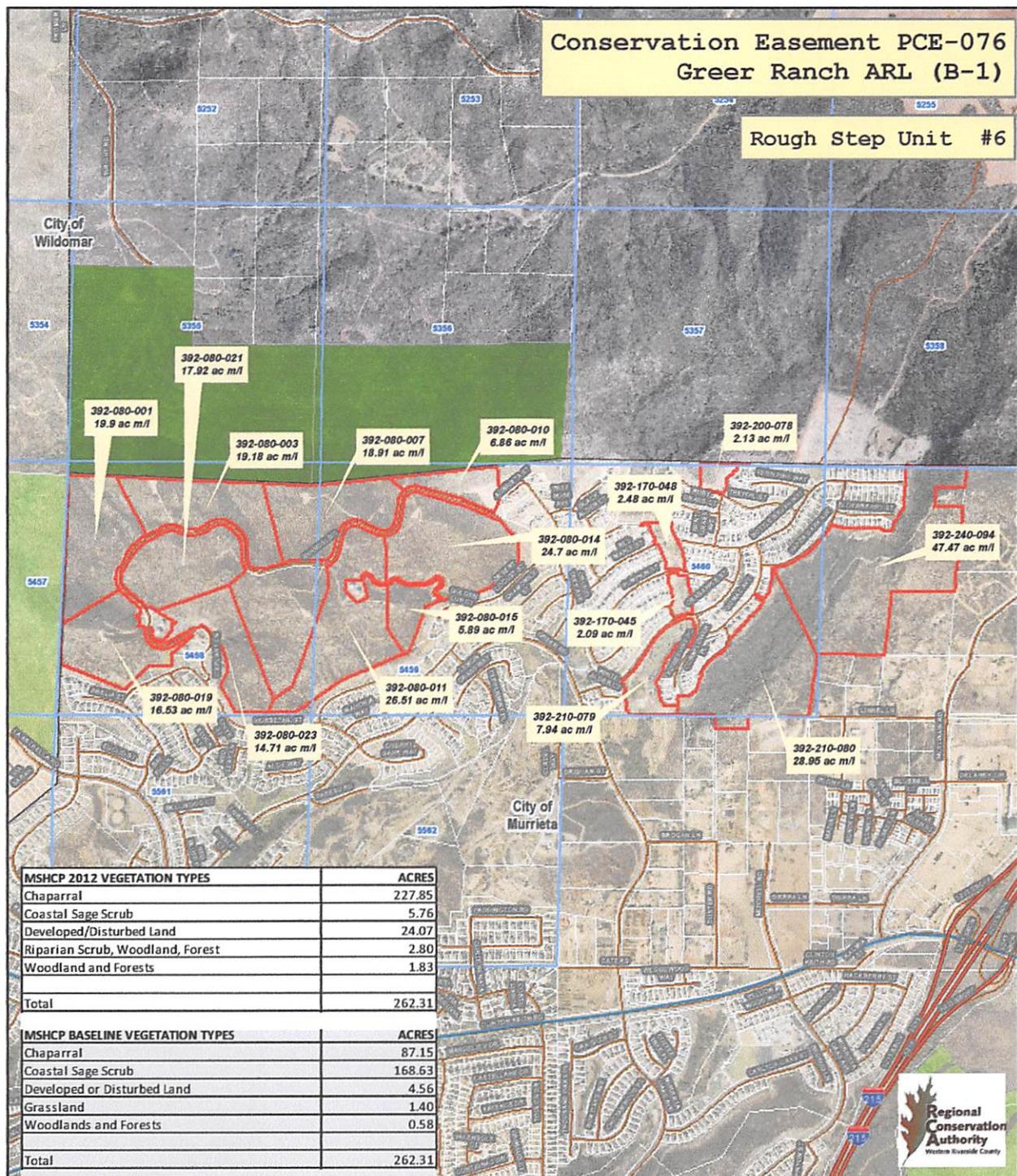
Detail Number	PCE-078
Acres	21.42 Acres approx.
Record Date	2/5/2010
Project Name	Adeline Farms Mitigation
Source of Funding	Donation
Area Plan	Southwest
Management Unit	Menifee
GIS Project-ID	PCE-078
JPR	

**EXHIBIT B
ARL LANDS**

LEGAL DESCRIPTION AND DEPICTION OF PROPERTY

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

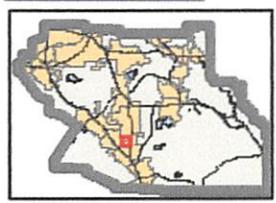
Rough Step Unit #6



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

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

November 8, 2016



RC00000000

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



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



Old Business

Water Audits

NAME	Acres	Crop	Signed			Comments
			agr	pre audit	post audit	
Brown	4.5	Avacados	Yes	yes RCRC	yes	Bills Submitted
Caravello	42	Avacados	Yes	yes		
Cohen	13	Avacados	Yes	yes RCRC	yes	Bills Submitted
Conley	5	Avacados	Yes	yes	yes	Bills Submitted
Johnson	4	Avacados	Yes	yes		
Hart	10	Grapes	yes	yes		
Rayhanabad	5	Grapes	yes	yes		
Sohi	4	Avacados	yes	yes		
Caballero	15	Avacados	yes	yes		in Crop Swap
Oslund	4		yes	yes		
Wieter-Stern	3		yes	yes		
Ron Sacco	10	Avacadoes	yes	yes		
Steve Ryder	3		yes	yes		
KhouryWaddick	5		yes	yes		
Schroeder		Avacados	yes			
Brown			yes	Yes		
Wheeler			yes	Yes		
Hoskins (1)			yes	Yes		
Hoskins (2)			yes	Yes		
McPhail			yes	yes		
No Longer Active						
Donovan	4	Avacados	Yes	yes RCRC	yes	Never Submitted Bills
Bob French		Avacados				Has forms but not yet submitted
Wytanec		Avacados				Has Agreement forms but never submitted

Crop Swap

			SignedAgr	Comments	PreConv	PostConv
Kinsman	3.5	Avacados to Grapes	Yes		Yes	
Sahraian	3	Avacados to Citrus	Yes		Yes	
Caballero	7.07	Avacadoes to Dragon Fruit	Yes		Yes	
Olhasso	3.3	Avacados to Grapes	Yes		Yes	
Taylor	4.9	Avacados to Citrus	Yes		Yes	
Prestifilippo			Yes		Yes	##
DeRoberts	2.7	Avacados to Grapes	Yes		Yes	
Kanaley	3	Avacados to Grapes	Yes		Yes	
McIntire	4.45	Avacados to Grapes	Yes		Yes	
Wu	16	Avacados to Citrus	Yes		Yes	
Peterson	12	Avacados to Grapes	Yes		Yes	
Schafer	4	Avacados to Olives?	Yes		Yes	
Kunkle	4	Avacados to citrus	Yes		Yes	
McDonald			Yes		Yes	
Apshire			Yes		Yes	
Hartman			Yes		Yes	
Ybar			Yes		Yes	
Jian MartinLaw		Avacado to CitrusGrape	Yes		Yes	
Dickens Flagric			Yes		Yes	
Landgraf	3.5	Avacado to Citrus	Yes		Yes	
Huimin Cynthia Li			Yes	Maybe Not eligible waiting determination	Yes	

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

4.4 Mutual Indemnification. RLC and TEAM RCD each agree to defend,

indemnify, and hold harmless the other Party, including its directors, officials, officers, employees, consultants, subcontractors, volunteers, and agents, from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, to the extent arising out of or incident to any negligent acts, omissions, or willful misconduct of the indemnifying party or its directors, officials, officers, employees, consultants, subcontractors, volunteers, and agents arising out of or in connection with the performance of this Contract, including, without limitation, the payment of all. In no event that either party be responsible for consequential damages and attorneys' fees and of the other related costs and expenses.

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

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

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

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

To TEAM RCD at:

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

To RLC at:

Rivers & Lands Conservancy
Attn: Executive Director
4075 Mission Inn Avenue
Riverside, CA 92501

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

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

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

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

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

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

RIVERS & LANDS CONSERVANCY, a
California nonprofit corporation

By: _____
Rose Corona, President
Board of Directors

By: _____
Name: _____
Title: _____

Dated: _____

Dated: _____

**EXHIBIT A
SERVICES**

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

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

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To TEAM RCD at:

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

To RLC at:

Rivers & Lands Conservancy
4075 Mission Inn Avenue
Riverside, CA 92501

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

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

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

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

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

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

RIVERS & LANDS CONSERVANCY, a
California nonprofit corporation

By: 

Rose Corona, President
Board of Directors

By: _____
Name: _____
Title: _____

Dated: 9/19/17 _____

Dated: _____

EXHIBIT A SERVICES

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

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



October 6, 2017

Mr. Karl L. Osmundson
HELIX Environmental Planning
7578 El Cajon Boulevard
Suite 200
La Mesa, CA 91942

Mr. Jason Keller
Mission Pacific Land Company
4100 Newport Place, Suite 480
Newport Beach, CA 92660

Re: Fund Conservation Easement Management at the Benton Channel for the French Valley
South Tentative Tract 30837 Project ("Project")

Dear Mr. Osmundson:

On September 14, 2017, the Board of Directors of Temecula-Elsinore-Anza-Murrieta Resource Conservation District ("TEAM RCD") considered the letter of intent dated August 22, 2017 by HELIX Environmental Planning ("HELIX"), on behalf of FVS Partners, LLC ("FVS"), regarding the above-referenced Project. FVS proposed to contribute \$90,000 funding ("Endowment") towards TEAM RCD's management responsibilities in the Benton Channel Conservation Easement.

According to the 404 Permit from the U.S. Army Corps of Engineers ("Corps") dated October 31, 2016, the Permittee is FVS rather than Mission Pacific Land Company ("Mission Pacific"). Considering that TEAM RCD has been in communications with Mission Pacific regarding this matter, please clarify Mission Pacific's involvement with the Project and relationship with FVS.

Attached is TEAM RCD's proposed Scope of Work for the Benton Channel Conservation Easement Maintenance and Monitoring ("Scope of Work") for the proposed Endowment. TEAM RCD's acceptance of the Endowment is conditioned on all of the following:

1. California Department Fish and Wildlife's written approval of TEAM RCD's Scope of Work for the Endowment.

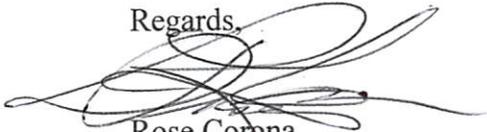
P.O. Box 2078 ♦ Temecula, CA 92593-2078
Ph: 951-387-8992 ♦ www.TEAMRCD.org



2. Legal counsel for FVS prepares the Funding Agreement referenced in Special Condition No. 5 of the 404 Permit. The Funding Agreement must include TEAM RCD's Scope of Work for the Endowment.
3. FVS obtains the Corps' approval of the Funding Agreement and thereafter provides the Funding Agreement to TEAM RCD for legal review. The Funding Agreement may be subject to revision by TEAM RCD.
4. The approval of the Funding Agreement by TEAM RCD's Board of Directors.

Should you have any questions regarding the foregoing, please feel free to contact the undersigned.

Regards,



Rose Corona
President
TEAM RCD



BENTON CHANNEL CE MAINTENANCE AND MONITORING: SCOPE OF WORK

Date: Thursday, September 14th

Site Grantee: Temecula Elsinore Murrieta Anza RCD (TEAMRCD)

Document Description: this summary covers the specific annual tasks to be facilitated by TEAMRCD, funded by FVS Partners LLC, to address anticipated impacts from the French Valley South Tentative Tract 30837 Project.

BACKGROUND

- Current property protection instrument: TEAMRCD holds a conservation easement over the Benton Channel property, currently requiring the District to perform annual compliance monitoring, reporting, and fund management among other administrative requirements.
- Easement size and location: the Benton Channel conservation easement is a 4-A linear vegetated drainage located south of Shrimp Lane, east of Pourroy road, and west of Washington Street in the community of Winchester and County of Riverside. It is

approximately one mile long, and eight feet at its narrowest eastern end and 35 feet at its widest western end.

- Site Condition as of July 2017: this channel is fed by at least eight concrete culverts that deposit various amounts of runoff into the waterway through its full one-mile length. As culverts introduce additional water into downstream sections of the channel, the hydrologic regime and wetland vegetative capacity change. This is revealed most obviously by comparing the two ends (eastern and western) of the site; the eastern being very dry, sparsely vegetated with significant lack of cover, and the western being dominated by woody riparian facultative and obligate vegetation.

Dominant native plant species include:

- Spiny rush (*Juncus acutus*)
- Mulefat (*Baccharis salicifolia*)
- Alkali rye (*Elymus triticoides*)
- California buckwheat (*Eriogonum fasciculatum*)

Mapped invasive and encroaching ornamental plant observations include:

- *Tamarix spp.*; 14 saplings; 2 observed in flower
- *Eucalyptus*; 2 saplings; one 25 feet tall
- Pampas grass (*Cortaderia selloana*); 2 bunches
- *Acacia*; 5 shrubs
- Annual yellow clover (*Melilotus indicus*) and rabbit foot grass (*Polypogon monspeliensis*); multiple bunches located

Other Threats:

- Limited presence of light litter noted
- Barren areas where vegetative cover should be restored
- A small amount of dirt was removed from the channel slope for bike jump creation on the south side.
- A broken irrigation box is releasing and pooling water in the channel.

CURRENT WORK ON SITE

- Annual compliance monitoring for presence of trash and other threats to site function including invasive plant presence and lack of vegetative diversity and/or cover
- Management of endowment associated with current site responsibilities
- Report covering compliance monitoring and results, status of funding, and recommendations for following fiscal year, completed and submitted annually to Cal Fish and Wildlife

SCOPE OF WORK – FRENCH VALLEY SOUTH TT30837 PROJECT MITIGATION

Anticipated Funding: \$90,000

Associated required activities: this funding will be applied toward uplift on the property through addressing threats to ongoing functions and values as part of the compliance monitoring process. These specific activities will include:

- Task I: Enhancement through the removal of invasive and ornamental species referenced above; light trash removal
 - **Frequency:** Annually
 - **Staff support required:** field ecologist and technical removal crew of preferably two or more individuals.
 - **Task Description:** conduction of one or more treatments of below-listed species, as time permits within the eight FE hours and eight removal crew hours allotted annually. If funding permits, additional treatment hours may be logged each year of site work. Light trash removal will consist of collection of incidental litter, and **does not** include activities such as removing abandoned cars, appliances, building materials, asphalt, concrete, tree limbs, toys, dumped soil, furniture, and other bulky or similar items, or hazardous waste such as oil cans, antifreeze, pesticides, and paint.

Invasive vegetation removal will consist of focus on one or more of the following:

- **NOTE:** Because Benton Channel is an active waterway, only aquatically approved herbicide formulations should be considered.
- **NOTE:** performance of annual removal activities will only be measured by time spent on site and work captured in annual reporting documents. There is no requirement for documented reduction in % species absence as a result of annual site work.
- **Treatment priority: Tamarisk**
 - Trees should be cut flat and stumps treated with 10% Imazypry (Habitat, Polaris) in water or or Garlon 3A 50% in water.
 - Best treatment time: Late summer, fall
- **Treatment priority: Eucalyptus**
 - Trees should be cut flat and stumps treated with 20% Imazypry (Habitat, Polaris) in water, glyphosate concentrate (100%), or Garlon 3A 50% in water.
 - Best treatment time: Late summer, fall
- **Treatment priority: Pampas grass**
 - Treat using a foliar application using aquatically approved glyphosate formulations (Aquamaster, Roundup Custom) at a 2% rate.
 - Best treatment time: Late summer, fall
- **Treatment priority: Acacia**
 - Treat using aquatically approved glyphosate formulations (Aquamaster, Roundup Custom) at a 2% rate.
 - Best treatment time: Late summer, fall
- **Treatment priority: yellow clover**
 - Handpull before seed production or chemical treatment using a foliar application while plant is actively growing. Herbicides with the active ingredient glyphosate tend to be less effective on this species. Garlon 3a is recommended at a 2% rate w/oil carrier in water.
 - Best treatment time: spring, early summer before seed production
- **Treatment priority: rabbit foot grass**
 - Handpull before seed production or treat using aquatically approved glyphosate formulations (Aquamaster, Roundup Custom) at a 2% rate.
 - Best treatment time: spring

- Task 2: Supplemental Reporting
 - **Frequency:** annually
 - **Staff Support Required:** one individual at project manager or similar level
 - **Task Description:** gathering, formatting, and including annual invasive vegetation information in the form of maps, treatment details, species removed, and other data critical for memorializing annual work connected with French Valley South TT 30387 project work.

- Task 3: Biomonitoring
 - **Frequency:** in cooperation with removal activities, as necessary depending on time of year
 - **Staff Support Required:** biologist qualified to conduct presence/absence survey of covered species
 - **Task Description:** performance of presence/absence survey of covered species in cooperation with planned removal activities, to minimize impacts to protected area wildlife

- Task 4: Project Admin
 - **Frequency:** as needed
 - **Staff Support Required:** admin assistant or higher position
 - **Task Description:** miscellaneous tasks required to administer work associated with French Valley South TT 30387 mitigation work such as phone calls, emails, and other administrative work.

Endowment Calculation: French Valley South TT30387 Project

- Maintenance/Monitoring Endowment Calculation Methodology:
 - Step 1: determination of average annual cost of project management, of \$1,716 for performance of all tasks required by updated site activities
 - Step 2: determination of endowment needed capable of generating the annual required funding amount to steward the property according to the requirements of the CE. This is done by dividing estimate annual stewardship cost by estimated long-term rate of return of TEAMRCD's investments, using 3.5%. The endowment required to generate average annual costs of stewardship is \$49,054
 - Step 3: determining annual inflation factor by multiplying required initial M/M endowment from Step 2 by the average annual inflation amount over the last 20 years (2.38) to get an annual inflation protection factor of \$1,128.
 - Step 4: determination of non-wasting formula by adding what we will need annually for stewardship to the inflation protection factor that cannot be touched and must be added back into the corpus of the endowment on an annual basis. This totals \$2,845.
 - Step 5: Factoring the non-wasting formula by 3.5% to get the necessary minimum endowment capable of generating this total on an annual basis, calculated to be \$81,290.

- Fixed Costs:
 - Baseline photos: \$175
 - Spendable 3-year fund: \$8,535

- Final Calculation:
 - M/M endowment of \$81,290
 - Fixed costs of \$8,535

- **Final Total: \$90,000**

POTENTIAL FOR ADDITIONAL MITIGATION FUNDING TO BE APPLIED

Future Project Funding: additional development projects are anticipated to be installed in proximity to the Benton channel, and as a result are projected to result in impacts to channel function. These projects will be assessed for degree of anticipated impact, and assigned a level of fund contribution to be directed toward additional functional uplift of the property. Potential for additional uplift connected to future funding includes:

- *Opportunity 1:* Restoration of the uppermost 250-foot section of channel and slope, via active installation of native container stock and/or seed using a mix consistent with site conditions. A 20-foot area on either side of the channel center (40 feet) would equal .2-A of active restoration
- *Opportunity 2:* Small areas of un-vegetated channel bottom and channel slope exist in select locations of less than .03 acres in size and would benefit from supplemental planting/seeding using approved native palette consistent with site conditions.
- *Opportunity 3:* The upland slope to the north of the channel (outside of the 40 foot channel) is an exceptional candidate for restoration currently composed of bare ground, dying mulefat (*Baccharis salicifolia*) and non-native ornamental plants; however, access would need to be perfected to gain entry to this part of the property and for permission to conduct treatments.

Subject **Fwd: Updated Benton Channel SOW with Board Meeting Edits**
From <Jeff.Brandt@wildlife.ca.gov>
To Rose Corona <rose.corona@teamrcd.org>
Cc 'jeff.brandt@wildlife.ca.gov' <'jeff.brandt@wildlife.ca.gov'>, Lieu, Tawny <tlieu@co.riverside.ca.us>
Date 2017-10-05 16:50



Good afternoon Rose--

The scope prepared by the IE-RCD below is acceptable to DFW.

Thank you,
Jeff Brandt
Sent from my iPhone

Begin forwarded message:

From: "Rose Corona" <rose.corona@teamrcd.org>
To: "Lieu, Tawny" <tlieu@co.riverside.ca.us>
Cc: "Brandt, Jeff@Wildlife" <Jeff.Brandt@wildlife.ca.gov>
Subject: **Fwd: Updated Benton Channel SOW with Board Meeting Edits**

NEW BUSINESS

SAVE THE DATE!



The Inland Empire Resource Conservation District is hosting the fall 2017 SoCal Inland Region Area Meeting on **Saturday, November 4th** from **9:30 AM – 2:30 PM**

Location: Goldy Lewis Community Center at Central Park, 11200 Base Line Road, Rancho Cucamonga, CA 91701

Please **RSVP** to Jen Castillo at jcastillo@iercd.org or 909-283-7773 by Monday, October 30th