

MINUTES

Temecula-Elsinore-Anza-Murrieta Resource Conservation District Regular Board Meeting

Thursday, November 9, 2023, at 4:00 PM

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

I. Preliminary Functions

Call to Order, 4:00 p.m., meeting recorded by Rae Shirer
Flag Salute
Roll Call/Establish a Quorum

Directors Present: Teri Biancardi (President), Newt Parkes (Secretary/Treasurer), Jeff McClenahan (Director), Pablo Bryant (Vice President), Rose Corona (Director)
Directors Absent: None
Office Manager: Rae Shirer
Public Guests: Randy Feeney, Bradley Greenman, Keir Thomas (NRCS)

I. Approval of Agenda:

Director Corona requested that the agenda be pulled. She then requested that #4 be moved from the consent calendar to action items. She further requested that #5 be tabled to the next available meeting and that items 7 and 8 be pulled for further discussion. Director Corona read her November 9, 2023, email sent to all directors regarding the status of her objection to payment of 4 outstanding invoices to Riverside County Counsel. President Biancardi called for a motion to approve the agenda with item 4 moved to action items. Director Bryant moved to approve the agenda as revised, Director Parkes seconded. Upon voice vote, the agenda was approved.

II. Approval of Consent Calendar:

Director Corona requested that the minutes be pulled. She stated that she had a discussion with Sebastian Valente regarding his comments at the last meeting. He wished to clarify that he was not volunteering to serve TEAM RCD at this time but was only asking what the plan for volunteers would be going forward. President Biancardi then moved that the minutes be approved, with a revision to make this change. Director Bryant seconded. Upon voice vote, the revised minutes were approved.

President Biancardi then moved to approve the consent calendar. Director Bryant seconded. Upon voice vote, the consent calendar was approved.

III. Action Items:

4. The board next considered the proposal to allow the Secretary/Treasurer to take independent action to approve the reinvestment of certificates of deposit if board review cannot be obtained in a timely manner. Director Corona moved to approve the proposal; Director Bryand seconded. Upon voice vote, the proposal was unanimously approved, Director Parkes abstaining.
5. The board discussed the 4 outstanding legal bills which are subject to ongoing objections by Director Corona. The office of the County Counsel responded to Director Corona's correspondence to Mr. Minh, however Director Corona is further addressing this with the County Auditor, as well as the state auditor and controller. President Biancardi moved to approve payment of the outstanding invoices; Director Bryant seconded. Upon voice vote, the motion was approved 4-1, with Director Corona voting nay.
6. Manager Shirer reported on the status of the email transition, requesting approval to go forward with archiving and transitioning to the Microsoft platform. Public comment was received from Bradley Greenman, attorney for Government Watchdogs. Mr. Greenman stated that he had only heard from County Counsel on November 9th, prior to this board meeting, regarding the 3-step plan to archive existing email. President Biancardi moved to authorize the office manager to implement the transition to the Microsoft platform at a cost not to exceed \$1800 for export costs and subscription fees and to proceed with the archive of existing email in native and eml format as of December 31, 2023, at a cost not to exceed \$2000. Director Bryant seconded. Upon voice vote, the motion was approved 4-1, with Director Corona voting nay.
7. The board next discussed the NACD "Cultivating Inclusion" grant. Director Corona stated that no statement of work could be approved until a director was appointed as manager of the grant and a plan for expenditures was approved. Following discussion, Director Bryant moved to approve the statement of work for Mission RCD; Director McClenahan seconded. Upon voice vote, the motion was approved 3-1, with Director Parkes abstaining and Director Corona voting nay.
8. The board next considered the status of the WETA grant. President Biancardi stated that the agreement has not yet been signed although it has been received. She then discussed the issue of project management for the grant, which contains a greater allocation to project management than was anticipated but not enough to hire a full-time program manager. President Biancardi proposes that, in addition to Mission RCD work, that TEAM RCD recruit and hire a Climate Corp fellow to assist in managing the project. Director Corona asked that TEAM RCD send out a RFP to other parties, including SAWA, for project management. Director Corona agreed to work with President Biancardi to write the RFP. President Biancardi stated that a contract with Climate Corp needs to be signed by December 31st. President Biancardi requested authority to work with the WETA team to submit a budget modification and necessary paperwork; to issue

an RFP for project management work as described in the proposed Mission RCD statement of work, draft a Climate Corp job description for a fellow and prepare for contract approval (with legal oversight). Director Parkes moved to grant the authority as presented. Director Parkes seconded Upon voice vote, the motion was unanimously approved.

9. Director McClenahan provided an update regarding the strategic plan and suggested that work on the five-year plan resume after the first of the year. He reported that he had spoken with Bill Long and notified him that planning was on hold.
10. President Biancardi asked Director Corona for some background regarding TEAM RCD mitigation projects. Director Corona reported that the conservation easement program statewide had been troubled, with many RCDs unable to effectively manage the endowments. The program now contains a due diligence requirement in order to qualify as a mitigation manager. President Biancardi noted that conservation easements would be a possible avenue for TEAM RCD in the future.
11. Due to pressing grant deadlines and other business, the December meeting will not be cancelled.

IV. Management Report:

Manager Shirer reported on the progress of the document retention project, stating that a rough sort into 10 boxes, sorted by document typed, had been completed. She is now inventorying the individual file folders.

V. Directors' Reports:

The directors then reported on interesting projects and conversations happening in the area. No future action items were noted in this discussion.

VI. Future Agenda Items:

VII: Adjournment

There being no further business to come before the board, upon motion duly made and seconded, the meeting was adjourned.

Next Regular Meeting: December 14, 2023, at 4:00 p.m.

Dated: _____

Newt Parkes, Secretary/Treasurer

Monthly Management Report

Temecula-Elsinore-Anza-Murrieta Resource Conservation District
For the month ended November 30, 2023



Prepared on
December 10, 2023

Profit and Loss YTD Comparison

November 2023

	Nov 2023	Jul - Nov, 2023 (YTD)	Total
INCOME			
CropSwap Income			2,900.00
Grant Revenue			2,500.00
Investments			
Interest-Savings, Short-term CD			2,942.21
Total Investments			2,942.21
RCFC Pilot Projects			
Helash Mitigation Site			14,428.35
Hildy			3,702.07
Morgan Valley Wash			12,434.45
Murrieta Creek - Line F			1,973.44
Palomar Corydon Channel			1,974.45
Project Development			13,866.41
Santa Gertrudis Creek			51,831.96
Temecula Creek AD 159			35,814.51
Transient Monitoring			20,107.37
Tucalota Creek Phase I & II			2,341.81
Warm Springs/Benton Channel			30,888.21
Warm Springs/French Valley			25,059.01
Wildomar Channel			1,768.77
Total RCFC Pilot Projects			216,190.81
SAWA Administration/FC			5,296.98
Water Audits Income			3,950.00
Total Income	0.00		233,780.00
GROSS PROFIT	0.00		233,780.00
EXPENSES			
Contract Services			
CropSwap Management			
Pre Audit			575.00
Total CropSwap Management			575.00
RFC FACILITIES			
HELASH	1,432.71		3,927.62
HOMELESS MONITORING	1,335.05		2,654.52
MORGAN VALLEY WASH	7,604.67		7,604.67
SANTA GERTRUDIS CREEK	23,432.64		51,366.73

	Nov 2023	Jul - Nov, 2023 (YTD)	Total
TEMECULA CREEK AD 159	93.05		93.05
WARM SPRINGS / FRENCH VALLEY	93.05		93.05
WARM SPRINGS/BENTON CHANNEL	279.15		2,821.57
Total RFC FACILITIES	34,270.32		68,561.21
Total Contract Services	34,270.32		69,136.21
General and Administration			
Accounting Fees			
Bookkeeping			713.50
Total Accounting Fees			713.50
Administrative Consulting	546.00		2,355.00
Computer, Data and Software	60.00		432.92
Insurance - Liability, D and O			2,907.81
Legal Fees	544.53		1,295.11
Membership Dues	326.00		1,198.00
Office Supplies			127.70
Website Expenses	25.00		125.00
Total General and Administration	1,501.53		9,155.04
Total Expenses	35,771.85		78,291.25
NET OPERATING INCOME	-35,771.85		155,488.75
NET INCOME	\$ -35,771.85		\$155,488.75

Balance Sheet

As of November 30, 2023

	Total
ASSETS	
Current Assets	
Bank Accounts	
Chase CD	
Chase CD - Benton Channel	165,000.00
Chase CD - Greer Ranch	125,000.00
Chase CD Interest - 0618	40,839.39
Total Chase CD	330,839.39
Checking/Savings	
Chase Flood - 0600	369,360.96
Chase General - 0592	179,063.67
Chase Platinum - 9070	98,244.87
Total Checking/Savings	646,669.50
Total Bank Accounts	977,508.89
Total Current Assets	977,508.89
Fixed Assets	
Adeline Farms Easement	162,750.00
Clinton Keith Land	475,000.00
Greer Ranch Easement	110,000.00
Total Fixed Assets	747,750.00
TOTAL ASSETS	\$1,725,258.89
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
AMEX 41005	-3.40
Total Credit Cards	-3.40
Total Current Liabilities	-3.40
Total Liabilities	-3.40
Equity	
Retained Earnings	1,569,773.54
Net Income	155,488.75
Total Equity	1,725,262.29
TOTAL LIABILITIES AND EQUITY	\$1,725,258.89

Temecula-Elsinore-Anza-Murrieta Resource Conservation District

Statement of Cash Flows

November 2023

	TOTAL
OPERATING ACTIVITIES	
Net Income	-35,391.25
Adjustments to reconcile Net Income to Net Cash provided by operations:	
Accts Payable	-380.60
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	-380.60
Net cash provided by operating activities	\$ -35,771.85
NET CASH INCREASE FOR PERIOD	\$ -35,771.85
Cash at beginning of period	1,013,280.74
CASH AT END OF PERIOD	\$977,508.89

Accounts Receivable

As of November 30, 2023

This report contains no data for your specified date range.

A/P Aging Summary

As of November 30, 2023

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
Nigro and Nigro	3,000.00					3,000.00
Riverside Office of County Counsel					2,368.99	2,368.99
Santa Ana Watershed Association	31,760.25					31,760.25
TOTAL	\$34,760.25	\$0.00	\$0.00	\$0.00	\$2,368.99	\$37,129.24

Bills Paid

November 2023

Date	Transaction Type	Memo/Description	Num	Amount
CSDA Member Services				
11/03/2023	Bill Payment (Check)		1189	-226.00
10/01/2023	Bill			226.00
NACD				
11/03/2023	Bill Payment (Check)		1190	-100.00
10/01/2023	Bill			100.00
New Options Business Services LLC				
11/07/2023	Bill Payment (Check)		1193	-606.00
11/06/2023	Bill		1399	606.00
Riverside Office of County Counsel				
11/04/2023	Bill Payment (Check)		1191	-80.67
10/13/2023	Bill		92041	80.67
11/04/2023	Bill Payment (Check)		1192	-463.86
08/18/2023	Bill		89434	463.86
Santa Ana Watershed Association				
11/03/2023	Bill Payment (Check)		1040	-34,270.32
10/22/2023	Bill		2023-117	32,935.27
10/22/2023	Bill		2023-110	1,335.05
Streamline				
11/03/2023	Bill Payment (Check)		1188	-25.00
11/01/2023	Bill		D79E45E5-0018	25.00

Date	Transaction Type	Memo/Description	Num	Amount
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Bills or Reimbursements to Be Paid

As of November 30, 2023

Date	Transaction Type	Num	Due Date	Amount	Open Balance	Memo/Description
Riverside Office of County Counsel						
02/15/2023	Bill	82067	02/25/2023	132.66	132.66	
04/19/2023	Bill	84371	04/29/2023	341.13	341.13	
05/16/2023	Bill	85557	05/26/2023	985.51	985.51	
06/19/2023	Bill	86795	06/29/2023	909.69	909.69	
Total for Riverside Office of County Counsel				\$2,368.99	\$2,368.99	
TOTAL				\$2,368.99	\$2,368.99	

Temecula-Elsinore-Anza-Murrieta Resource Conservation District

Chase General - 0592, Period Ending 11/30/2023

RECONCILIATION REPORT

Reconciled on: 12/10/2023

Reconciled by: Rae Shirer

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance.....	181,140.20
Checks and payments cleared (6).....	-1,501.53
Deposits and other credits cleared (0).....	0.00
Statement ending balance.....	<u>179,638.67</u>

Uncleared transactions as of 11/30/2023.....	-575.00
Register balance as of 11/30/2023.....	179,063.67
Cleared transactions after 11/30/2023.....	0.00
Uncleared transactions after 11/30/2023.....	-3,025.00
Register balance as of 12/10/2023.....	176,038.67

Details

Checks and payments cleared (6)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
11/03/2023	Bill Payment	1190	NACD	-100.00
11/03/2023	Bill Payment	1188	Streamline	-25.00
11/03/2023	Bill Payment	1189	CSDA Member Services	-226.00
11/04/2023	Bill Payment	1191	Riverside Office of County Co...	-80.67
11/04/2023	Bill Payment	1192	Riverside Office of County Co...	-463.86
11/07/2023	Bill Payment	1193	New Options Business Servic...	-606.00

Total -1,501.53

Additional Information

Uncleared checks and payments as of 11/30/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/29/2023	Bill Payment	1175	Mission Resource Conservati...	-575.00

Total -575.00

Uncleared checks and payments after 11/30/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
12/14/2023	Bill Payment		Nigro and Nigro	-3,000.00
12/14/2023	Bill Payment		Streamline	-25.00

Total -3,025.00

Temecula-Elsinore-Anza-Murrieta Resource Conservation District

Chase Flood - 0600, Period Ending 11/30/2023

RECONCILIATION REPORT

Reconciled on: 12/10/2023

Reconciled by: Rae Shirer

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance.....	437,922.17
Checks and payments cleared (2).....	-68,561.21
Deposits and other credits cleared (0).....	0.00
Statement ending balance.....	<u>369,360.96</u>

Register balance as of 11/30/2023.....	369,360.96
Cleared transactions after 11/30/2023.....	0.00
Uncleared transactions after 11/30/2023.....	-31,760.25
Register balance as of 12/10/2023.....	337,600.71

Details

Checks and payments cleared (2)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
10/12/2023	Bill Payment	1039	Santa Ana Watershed Associa...	-34,290.89
11/03/2023	Bill Payment	1040	Santa Ana Watershed Associa...	-34,270.32
Total				-68,561.21

Additional Information

Uncleared checks and payments after 11/30/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
12/14/2023	Bill Payment		Santa Ana Watershed Associa...	-31,760.25
Total				-31,760.25

Temecula-Elsinore-Anza-Murrieta Resource Conservation District

Chase CD Interest - 0618, Period Ending 11/30/2023

RECONCILIATION REPORT

Reconciled on: 12/10/2023

Reconciled by: Rae Shirer

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance.....	40,839.39
Checks and payments cleared (0).....	0.00
Deposits and other credits cleared (0).....	0.00
Statement ending balance.....	<u>40,839.39</u>
Register balance as of 11/30/2023.....	40,839.39

Temecula-Elsinore-Anza-Murrieta Resource Conservation District

Chase Platinum - 9070, Period Ending 11/30/2023

RECONCILIATION REPORT

Reconciled on: 12/10/2023

Reconciled by: Rae Shirer

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance.....	98,244.87
Checks and payments cleared (0).....	0.00
Deposits and other credits cleared (0).....	0.00
Statement ending balance.....	<u>98,244.87</u>
Register balance as of 11/30/2023.....	98,244.87



From: teri.biancardi@teamrcd.org
Subject: Re: TEAMRCD WETA budget adjustment
Date: November 20, 2023 at 5:01 PM
To: Cook, Carolyn@CDFA carolyn.cook@cdfa.ca.gov
Cc: newt.parkes@teamrcd.org, Office Manager manager@teamrcd.org, CDFA EO OEFI Climate Smart Agriculture Technical Assistance@CDFA CDFA.OEFI_CSA_TA@cdfa.ca.gov

Thank you very much, Carolyn. I really appreciate your flexibility.

Best,

Teri

On 2023-11-20 12:55, Cook, Carolyn@CDFA wrote:

Hi Teri,
Yes, we can work with you on this change without a formal amendment. We have an established process for shifting funds between budget categories (personnel, operating expenses, contractor and other) after the grant is executed. When an organization wants to shift funding of more than \$10k folks file out a justification, we will review and approve or not approve. Currently your personnel budget is at \$187,200. It looks the change you would like to make would need a justification, but from our discussion it sounds like your plan is reasonable and we would approve the change.
Warm regards,
Carolyn
-----Original Message-----
From: teri.biancardi@teamrcd.org <teri.biancardi@teamrcd.org>
Sent: Monday, November 20, 2023 12:12 PM
To: Cook, Carolyn@CDFA <carolyn.cook@cdfa.ca.gov>
Cc: newt.parkes@teamrcd.org; Office Manager <manager@teamrcd.org>
Subject: TEAMRCD WETA budget adjustment
CAUTION : [External Email] - This email originated from outside of our CDFA organization. Do not click links or open attachments unless you recognize the sender and know the content is expected and is safe.
Hello Carolyn,
Many thanks for our discussion today. The purpose of the call was for me to understand if the changes I wish to make in the line items in the WETA budget would rise to the level of requiring a formal modification.
We agreed that the best path forward would be to execute the contract first and then make line item changes afterwards. Our first opportunity to execute the contract will be at our next board meeting on December 12th. This is later than the contract start date of November 1, but as I said, I did not get the agreement until November 7th.
The key changes in the budget are to increase the program management rate from \$30 an hour to \$45 an hour. This is not a full time position but is hourly and would likely come in at 4.5 hours a week. We would be using staff from our partner RCD, Mission. In addition, we would like to hire a Climate Corps Fellow at \$55,000 per ten month term to build capacity and security for our WETA program and our organization, and help us access the disadvantaged communities that can be difficult to reach.
Please find attached the original agreement budget, plus my amended one. I would appreciate the opportunity to share your response and this summary of our conversation with our Board.
All the best,
Teri

WETA

	2023-2024	2024-2025	2025-2026 3/31/26		Total	
Program management	62,400	62,400	62,400		\$187,200.00	\$354,000 award amount
	1386 hours or 34 ft weeks pcy @ \$45					
Education	8,000	8,000	8,000		\$24000.00	
Irrigation evaluations	24,000	24,000	24,000		\$72,000.00	
TEAMRCD grant administration	17,700	17,700	17,700		\$53,100.00	
Pump efficiency 5 per year @500	2500	2500	2500		7500	
Subtotal					\$343800.00	\$343,800.00
Contingency/ training					\$10,200.00	
Total					\$354000.00	
	Original proposal says program management at \$30 an hour					

WETA

	2023-2024	2024-2025	2025-2026 3/31/26		Total	
Program management	\$10,000. 4.26 hours per week	10,000	10,000		\$30,000.00	\$354,000 total award amount
Climate Corps fellow	\$55,000	55,000	55,000		\$165,000.00	
Education	5,400	5,400	5,400		\$16,200.00	
Irrigation evaluations to including soil and	24,000	24,000	24,000		\$72,000.00	
TEAMRCD grant administration	17,700	17,700	17,700		\$53,100.00	
Pump efficiency 5 per year @500	\$2500.00	\$2500.00	\$2500.00		\$7500.00	
Subtotal					\$343,800.00	\$343,800.00
Contingency/training					\$10,200.00	
Total					\$354,000.00	

WETA					
	2024-2025	2025-2026 3/31/26	1/1/26-3/31/26	Total	
Program management	10,000 4.26 hours per week	10,000	3070	\$23,070.00	\$354,000 total award amount
Climate Corps fellow	59,600	59600. stipend of \$20.19 per hour	Possibly two 12 mo programs? 19866	\$139066.00	
Education	8,000	8,000	8000	\$24000.00	
Irrigation evaluations to including soil and	24,000	24,000	24000	\$72,000.00	
TEAMRCD grant administration	17,700	17,700	4425	\$39,825.00	
Pump efficiency 5 per year @500	\$2500.00	\$2500.00	2500	\$7500.00	
Subtotal			305461	\$343800.00	\$343,800.00
Contingency/ training				\$10,200.00	
Total			\$315661.00	\$354000.00	
			38339 left over		

**GRANT AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

23-0663-000-SO

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

TEMECULA ELSINORE ANZA MURIETA RESOURCE CONSERVATION DISTRICT

2. The Agreement Term is: November 1, 2023 through March 31, 2026

3. The maximum amount of this Agreement is: \$354,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information 2 Page(s)

Exhibit B: General Terms and Conditions 5 Page(s)

Exhibit C: Payment and Budget Provisions 2 Page(s)

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (*Organization's Legal Name*)

TEMECULA ELSINORE ANZA MURIETA RESOURCE CONSERVATION DISTRICT

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

PO BOX 2078, TEMECULA, CALIFORNIA 92593

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

LAURA RODRIGUEZ, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120

SACRAMENTO, CA 95814

LA

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
2023 Water Efficiency Technical Assistance (WETA)

Project Title: Temecula-Elsinore-Anza-Murrieta RCD

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Carolyn Cook	Name:	Teri Biancardi
Division/Branch:	Executive/ Office of Environmental Farming and Innovation	Organization:	TEMECULA ELSINORE ANZA MURIETA RESOURCE CONSERVATION DISTRICT
Address:	1220 N Street	Address:	PO BOX 2078
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	TEMECULA, CALIFORNIA 92593
Phone:	209-601-9439	Phone:	909-208-7848
Email Address:	CDFA.OEFI_Capgp@cdfa.ca.gov	Email Address:	teri.biancardi@teamrcd.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Rukmi Satpanthi	Name:	
Division/Branch:	Executive/ Office of Environmental Farming and Innovation	Organization:	
Address:	1220 N Street	Address:	
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	
Phone:	916-658-3361	Phone:	
Email Address:	CDFA.OEFI_Capgp@cdfa.ca.gov	Email Address:	

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. RECIPIENT: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award does does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

- A. CDFA may suspend payments;
- B. CDFA may demand repayment of all funding;
- C. Either party may terminate the Agreement
- D. CDFA may debar Recipient; or
- E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Grant Procedures Manual

The Recipient agrees to abide by all requirements and restrictions provided in the Grant Procedures Manual incorporated with this Agreement as an attachment.

28. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

Water Efficiency Technical Assistance (WETA) Program- Scope of Work

Background and Purpose

The California Department of Food and Agriculture (CDFA) was appropriated \$15 million for irrigation water efficiency and nutrient management technical assistance grants from the California Emergency Relief Fund. The WETA grant program is designed to facilitate technical assistance to agricultural operations for on-farm water and energy use efficiency and nutrient management.

WETA has three primary objectives:

1. Provide on-farm, on-on-one technical assistance to farmers to evaluate irrigation system efficiency (e.g., mobile irrigation lab) and provide diagnostics, reports and recommendations to growers.
2. Coordinate or provide pump efficiency testing for farmers.
3. Provide training regarding water use efficiency and nutrient management practices and technology.

Project Information

Awardee Name: TEMECULA ELSINORE ANZA MURIETA RCD

Award Amount: \$354,000.00

Project Title: Temecula-Elsinore-Anza-Murrieta RCD

Project Summary:

The Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) is proposing an Irrigation Mobile Lab and Grower Training Project, which expands an existing, small-scale Irrigation Mobile Lab service and provides new training resources for local growers. Funding for the Irrigation Mobile Lab had, until recently, been provided by a local water district, which only covered a small portion of TEAM's district and was insufficient for meeting the regional demand for mobile lab services. The requested funding will be used for satisfying the demand for irrigation mobile lab services within Team RCD's 505,000-acre service area, which contains an agricultural community generating \$1 billion annual economic revenue, as well as San Diego County Mission RCD's 118,500 acres which includes farming communities. In addition, the funding will be used for creating new training resources regarding water use efficiency and nutrient

management practices and technology. Providers will further benefit from TEAMRCD's partnership with the Natural Resource Conservation Service, in which the irrigation specialist will facilitate access to this federal agency's financial assistance programs for farmers.

Service Area: Riverside and San Diego.

Languages in which TA will be provided in addition to English: Spanish.

Commitment to expending at least 25% of the awarded funds to assisting Socially Disadvantaged Farmers and Ranchers: Yes

Project Objectives

The Recipient is responsible for ensuring completion of the objectives in the following section.

Objective 1: On-farm Irrigation System, Water Management and Nutrient Management Evaluation:

One-on-one technical assistance will be provided through an Irrigation Mobile Lab. Services provided to farmers by the lab will include an analysis of their irrigation system's distribution uniformity, and the development of a site-specific report that provides recommendations on how irrigation system efficiency can be improved. Additionally, the report will contain information on soils specific to the property, local weather conditions, and irrigation scheduling recommendations specific to the crop being grown. While distribution uniformity will be determined through collection of pressure and flow data from the irrigation system while it is running, other information provided in the report will be developed using USDA soils information, water usage history reports from local irrigation districts, weather data from local CIMIS stations, university determined water requirements for crops, etc. If the producer chooses, this report will additionally be used by NRCS to determine eligibility and funding opportunities for irrigation improvements, as well as other practices that support soil health, sustainability and climate resilience.

- Estimated Number of Farmers to be Assisted through Objective 1: 72

Objective 2: Provision of Pump Efficiency Testing:

TEAMRCD recognizes the value of pump efficiency testing and the pathway it provides towards the SWEEP grant and greater energy and water efficiency. To date, TEAM has not been able to locate any collated data on the number of farmers who operate off well water. The program coordinator will use Environmental Health permit application information and other sources to seek out farmers that operate off well water, and offer pump efficiency testing

opportunities to them. These may be provided with in-house expertise, or in conjunction with the regional electric utility providers, Southern California Edison Company (in Riverside County) and San Diego Gas and Electric (in San Diego County), have historically and currently maintained robust agricultural pump efficiency test programs at no cost to farming customers. The program coordinator will coordinate these services for the benefit of farmers participating in the grant programs.

- Estimated Number of Farmers to be Assisted through Objective 2: 15

Objective 3: Irrigation and Nutrient Management Training:

We will use our website for initial outreach and application processes in coordination with the Water Auditor. We will leverage our collaboration with Riverside and San Diego Farm Bureaus to identify SDFRs and those smaller farming operations that may benefit from the program. We will reach out to the University of Riverside Cooperative Extension to advertise and promote the program as well as provide seminars to groups such as the Small Wine Growers Association. We will also collaborate with Mission RCD's AFFP (Agriculture, Farming and Food Pathways program) which is training for new and emerging farmers and is a general overview and training for the operation of their own farm. This includes military veterans, native Americans, and potential career changing individuals who want to become farmers.

- Estimated Number of Farmers to Be Assisted through Objective 3: 100

Work Plan Activities:

Objective 1:

Activity 1: The project team plans to use website notices, electronic newsletters, word of mouth outreach and advertisement in local publications. For this proposed project, outreach methods to be used for implementation of the proposed program include use of the partners' websites, farming community organization websites, social media posts, and most importantly, word-of-mouth and handing out flyers when meeting with producers as part of other technical assistance programs. Mission RCD will advertise the program while supporting recurring annual local events that includes Oceanside's Earth Day, the Fallbrook Wildfire Symposium, the North County Fire and Water Expo and others, and the San Diego County's Farm Bureau and Land Use Environmental Group events, and UCCE/UCANR education workshops hosted at the San Diego County Farm Bureau office in Escondido.

Activity 2: Funding will be used to support program management to handle additional administrative tasks required for establishing and expanding the program. These tasks will include the facilitation of program activities, grant reporting, grant invoicing, and program advertising/outreach.

Activity 3: Funding will be used to pay contract costs for Irrigation Mobile Lab services that will be provided through partnerships with other local conservation agencies including Mission RCD.

Objective 2:

Activity 1: Prepare Outreach Materials to Advertise Pump Efficiency Testing Service, Activity Led by: Program Coordinator, Activity Completed in: Year 1, Quarters 1&2. We will use our website for initial outreach and application processes in coordination with the Water Auditor. We will leverage our collaboration with Riverside and San Diego Farm Bureaus to identify SDFRs and those smaller farming operations that may benefit from the program. We will reach out to the University of Riverside Cooperative Extension to advertise and promote the program as well as provide seminars to groups such as the Small Wine Growers Association. We will communicate directly with the Cahuilla and Pechanga tribes who are very focused on establishing food security. We will also collaborate with Mission RCD's AFFP (Agriculture, Farming and Food Pathways program) which is training for new and emerging farmers and is a general overview and training for the operation of their own farm. This includes military veterans, native Americans, and potential career changing individuals who want to become farmers. The project team plans to use electronic newsletters and advertisement in local publications.

Activity 2: The project team will compile data on farmers working off wells, do targeted outreach to them, and offer to conduct or coordinate all requests for pump efficient testing with that appropriate electric service provider.

Objective 3:

Activity 1: Prepare In-Person Training Curriculum and Training Materials, Activity Overseen by: Project Coordinator, Activity Completed in: Year 1, Quarter 1.

Activity 2: We will use our website for initial outreach and application processes in coordination with the Water Auditor. We will leverage our collaboration with Riverside and San Diego Farm Bureaus to identify SDFRs and those smaller farming operations that may benefit from the program. We will reach out to the University of Riverside Cooperative Extension to advertise and promote the program as well as provide seminars to groups such as the Small Wine Growers

Association. We will also collaborate with Mission RCD's AFFP (Agriculture, Farming and Food Pathways program) which is training for new and emerging farmers and is a general overview and training for the operation of their own farm. This includes military veterans, native Americans, and potential career changing individuals who want to become farmers.

Activity 3: We will conduct 12 quarterly educational seminars over the three-year period.

Reporting

The Recipient will submit detailed quarterly Progress Reports to CDFA identifying tasks and activities accomplished in the reporting period. CDFA will provide a reporting template and schedule. Progress Reports will include, at a minimum:

- Total number of individuals assisted.
- Information of farmers assisted.
- Number of individuals assisted who identify as SDFRs and/or farms 500 acres or less.
- Costs associated with assisting SDFRs.
- Number of irrigation assessments conducted.
- Total number of irrigation water management (IWM) assessments conducted.
- Total number of pump efficiency tests conducted.
- Total attendance at in-person and online water efficiency and/or nutrient management workshops and trainings.
- Links and or files for digital training materials that have been created.
- Links to translated files or digital training materials that have been created.

For auditing purposes, recipients are required to maintain detailed water efficiency technical assistance records on-site.

Budget: Attached table

Category	Name	Grant-Funded	Narrative
Personnel	Project Manager	\$187,200.00	6,240 hours over 28 months at \$30.00 per hour
Consultants/Contracts	Educational Resources Contract	\$24,000.00	Educational Workshops at \$2,000 each,
Consultants/Contracts	Irrigation Mobile Lab Services Contra	\$72,000.00	Irrigation evaluation at \$1,000 each.
Indirect	Indirect Costs	\$70,800.00	Allowable (25%) indirect costs by the CDFA
	Total	\$354,000.00	



Water Efficiency Technical Assistance

The 2023 Water Efficiency Technical Assistance is funded by the California State Budget General Fund



GRANT AWARD PROCEDURES MANUAL



California Department of Food and Agriculture
Office of Environmental Farming and Innovation
1220 N Street
Sacramento, CA 95814
cdfa.oefi_csa_ta@cdfa.ca.gov

Table of Contents

General Information.....	3
Authority and Purpose	3
Purpose of the Grant Award Procedures Manual.....	3
General Responsibilities	3
Assistance	3
Required Forms.....	3
Project Management.....	4
Contractors/Consultants.....	4
Notification of Problems and Delays	4
Prior Approval	5
Scope of Work Revisions.....	5
Budget Revisions	6
Project Modification Request Form	6
Financial Management	6
Allowable Costs	7
Unallowable Costs.....	8
Payment Method	9
Reimbursement Payments	9
Invoices	9
When to Submit Invoices	9
Completing an Invoice	10
Withholds.....	10
Withhold Payment Notification.....	11
Withhold Pending Closeout	11
Suspension of Payments	11
Verification Requirement	11
Critical Project Review	12
Project Close-out	12
Record Retention	13
Appendix A: Sample CDFA Invoice Template.....	14
CDFA Invoice Template Instructions and Definitions.....	15

General Information

Authority and Purpose

The 2023 WETA funding arises from the Budget Act of 2021 which allocated \$5 million from the General Fund to CDFA for irrigation water efficiency and nutrient management technical assistance grants. An additional \$15 million was appropriated through the budget process in 2022. The WETA grant program is designed to facilitate technical assistance to agricultural operations for on-farm water and energy use efficiency and nutrient management.

Purpose of the Grant Award Procedures Manual

The 2023 WETA Grant Award Procedures (GAP) Manual is designed to provide direction to Grant Recipients (Recipients) for the successful management of WETA funded projects. The GAP identifies roles and responsibilities of all parties and describes the processes and procedures required by the Grant Agreement terms and conditions.

General Responsibilities

California Department of Food and Agriculture

The California Department of Food and Agriculture (CDFA), Office of Environmental Farming and Innovation (OEFI) oversees the WETA Recipient grant agreements and is responsible for monitoring Recipients to ensure compliance with program requirements and grant terms and conditions. The OEFI will provide Recipients with assistance and consultation on all matters related to their Grant Agreement.

Grant Recipients

Recipients are responsible for project implementation as outlined in the Grant Agreement Scope of Work (SOW) and Budget. Recipients are responsible for submitting timely and accurate invoices and progress reports during the project term.

Assistance

The CDFA Grant Manager is available to answer questions regarding program requirements throughout the Grant Agreement term. Recipients will be assigned a Grant Specialist from the OEFI to answer questions and assist with grant management. For questions or assistance, Recipients should contact their assigned Grant Specialist.

Required Forms

Forms and templates referenced in this GAP document can be found at:

<https://www.cdfa.ca.gov/oefi/technical/weta.html>

Project Management

Recipients are responsible for the overall management of their project, including monitoring activities conducted by contractors/consultants, to ensure compliance with program requirements and Grant Agreement terms and conditions. In addition, Recipients must directly monitor project progress to ensure project activities are completed within the project term.

Recipients must maintain clear and consistent communication with OEFI regarding project progress, at least quarterly, throughout the grant term, particularly if problems or issues arise resulting in project delays. Upon discovery of problems and/or delays, Recipients must notify their assigned Grant Specialist immediately for purposes of resolving such problems and/or delays. (Refer to Notification of Problems and Delays section for further details.)

Contractors/Consultants

Recipients may contract for services that cannot be performed by staff employed by the Recipient. Generally, these services are for a short-term period and provide a specific and identifiable product or service. All contractors/consultants must have the proper licenses/certificates required for their respective disciplines.

Recipients are responsible for ensuring their contractors/consultants comply with all applicable state and local laws, regulations, and ordinances. Contracting out must not affect the Recipient's overall responsibility for the management of the project, and the Recipient must reserve sufficient rights and control to enable them to fulfill their responsibilities for the project.

Contractor invoices shall include sufficient detail and information so CDFA can make a determination that the expenditures invoiced are deemed reasonable and allowable under the approved SOW and Budget. In the event the contractor outsources to a subcontractor for a specific product and/or service, supporting subcontractor invoices must also include detailed itemization to ensure that only actual expenses are charged to grant funds. In addition, contractor/consultants and subcontractors must retain all project records for a period of three years following project implementation for purposes of an examination/audit by CDFA.

If adding or changing a contractor, Recipients must provide reasonable notice to their assigned Grant Specialist in writing.

Notification of Problems and Delays

Upon discovery of problems, delays, or adverse conditions that will materially affect project implementation, the Recipient must notify OEFI in writing within ten (10) business days. Some problems or delays may require a revised SOW.

Examples include, but are not limited to:

- Inability to complete any portion of the project activities according to the approved SOW
- Significant personnel changes, such as a change in the lead technical assistance provider or principal investigator.
- Change in project objectives and activities.

Prior Approval

Prior approval is required for any revision to the project as approved in the SOW or Budget. Recipients must submit a revision request in writing to their assigned Grant Specialist. The information required for a request for approval varies according to the type of approval sought. Contact the assigned Grant Specialist in writing to obtain prior approval requirements.

Prior approval is required from OEFI for the following:

- Revision of the SOW and/or Budget
- Project Modification Request Form (i.e., Budget revisions)
- Change in project objectives or activities.

Failure to obtain prior approval may result in CDFA disallowing expenditures, suspending payments, or terminating the Grant Agreement.

Scope of Work Revisions

SOW revisions may be required when unforeseen circumstances prevent Recipients from completing the project objectives and activities outlined in the SOW and budget.

Requests for project revisions must be made by using a Project Modification Request Form (Appendix B) and must provide a detailed justification explaining the need for the change and how the proposed change benefits or enhances the project. SOW revision requests must clearly outline changes to project activities and any impacts to the implementation timeline and budget.

Examples of project changes that require a SOW revision include, but are not limited to:

- Deviation from activities outlined in the SOW and budget
- Removal of planned activities from the SOW and budget
- Changes within the budget line items (addition/deletion of personnel, travel, supplies, indirect costs, etc.).

Recipients must obtain prior approval from OEFI in writing before proceeding with project revisions to the SOW. Failure to obtain prior approval of SOW revisions may result in unallowable costs, as reimbursement is available only for approved project components.

Budget Revisions

If changes to the Budget are necessary to implement the project, Recipients are required to complete and submit to their assigned Grant Specialist a Modification Request) form to request adjustments to budget items. The Project Modification Request Form must be accompanied by a revised Budget Worksheet. The total project award amount cannot be increased or decreased through this process. A budget revision of \$10,000 or less in the invoice of the project may not require a Project Modification Request Form, but the Recipient must consult with their assigned Grant Specialist. Grant Specialists can be reached at the following address: cdfa.oefi_csa_ta@cdfa.ca.gov

Recipients must obtain written approval from OEFI prior to incurring costs under the revised Budget. Failure to obtain prior approval of Budget revisions may result in CDFA disallowing expenditures.

Project Modification Request Form

When adjustments to the project results in the need to shift funds from one budget category to another, Recipients are required to complete and submit to the Grant Specialist a Line-Item Shift Request (LISR) using [the Project Modification Request Form](#). All unshaded areas under the "Line-Item Shift Budget Worksheet Adjustment Table" must be completed as follows:

- Enter the current approved budget values. These amounts should be taken from the most recent approved invoice, "Project Budget Categories" column.
- Enter the amount of funds shifted from a budget category as a negative by using brackets "()", and the amount of funds shifted to a budget category as a positive amount by using the plus sign "+". The revised budget will automatically be calculated.

The LISR must be accompanied by a revised Budget Worksheet. The total project budget cannot be increased or decreased through this process.

Financial Management

Recipients are accountable for all grant funds awarded and must ensure all funds are used solely for their authorized purposes. Recipients must maintain receipts, invoices, etc. for project expenditures submitted to OEFI for reimbursement.

Allowable Costs

Examples of allowable costs include:

- Personnel and/or Contractor expenses associated with:
 - Conducting on farm water use efficiency audits with the purpose of calculating distribution uniformity (DU) and other efficiency metrics.
 - Developing, facilitating, and administering in-person and online irrigation and/or nutrient management trainings for interested parties.
 - Coordination of and/or performance of pump tests to identify pumping systems' characteristics including overall pumping efficiency.
 - Developing and administering irrigation water management (IWM) system audits to ensure the proper use, function and understanding of technology related to IWM such as flow meters, soil moisture sensors, and/or evapotranspiration sensors.
 - Translation services to increase the impact of irrigation efficiency related activities, workshops, and/or trainings.
 - Reporting and invoicing.
 - Participating in professional development courses and training relevant to the program objectives.
- Supplies and/or Equipment needed for irrigation system or pump evaluation or training including computers, software and vehicle renting or leasing.

Travel

All travel costs must be substantiated for reimbursement by WETA. Costs not substantiated by receipts are considered unallowable and will not be reimbursed. Credit card statements are not acceptable as receipts to support travel costs. Reimbursement is available for actual costs up to the maximum allowance for meal, incidental, and lodging expenses for each complete 24 hours of travel. The maximum travel rates allowable are established by CalHR and can be found on their website for travel reimbursements: [Travel Reimbursements - CalHR](#), except for awards to the UCs which will be reimbursed at the UC travel rates.

Restriction on Travel to States with Discriminatory Laws

California Assembly Bill 1887 prohibits the use of state-funded or state-sponsored travel to any state that has enacted discriminatory laws or practices. The Attorney General will maintain a current list of states that are subject to the travel prohibition on its website: <https://oag.ca.gov/ab1887>. The following states

are currently subject to California's prohibition on state-funded or state-sponsored travel: Alabama, Arizona, Arkansas, Florida, Georgia, Idaho, Indiana, Iowa, Kansas, Kentucky, Louisiana, Mississippi, Montana, North Carolina, North Dakota, Ohio, Oklahoma, South Carolina, South Dakota, Tennessee, Texas, Utah, West Virginia, and Wyoming. Costs associated with travel to the states affected by this restriction are unallowable.

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order (EO) N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid, proposal, or application, Bidder/Applicant represents that it is not a target of Economic Sanctions. Should the State determine Bidder/Applicant is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Bidder's/Applicant's bid/proposal/application any time prior to contract/agreement execution, or, if determined after contract/agreement execution, shall be grounds for termination by the State.

Unallowable Costs

A cost is unallowable if it does not comply with program requirements or other terms and conditions in the Grant Agreement. A cost is also unallowable if it is not contained in the approved SOW and Budget or is not necessary or reasonable to advance the work of the project. Unallowable costs will not be reimbursed. Questions regarding allowable costs should be directed to the assigned CDFA Grant Manager.

Unallowable expenses include, but are not limited to:

- Personnel or contractor hours that are not related to water efficiency and/or nutrient management evaluation, audits, training, administration, or other non-related fields.
- Completion of tasks that are outside of approved workplan and budget
- Assisting farmers or ranchers as they apply for or implement CDFA Climate Smart Agriculture grant projects (SWEEP, HSP, or AMMP).
- Research
- Food/drinks and entertainment
- Costs incurred outside of the grant term.

Payment Method

Reimbursement Payments

Reimbursement payments may take up to 45 days from the date the invoice payment request is approved for a payment check to be issued by the State Controller's Office.

To request reimbursement payments, Recipients must submit a completed and signed CDFA invoice template, including all supporting invoices and receipts to detail expenses, to their assigned Grant Specialist for reimbursement of allowable project costs incurred to implement their project.

Supporting invoices and receipts submitted must include an itemized account for personnel hours billed during the invoicing period, total supplies, equipment, contractor/consultant (labor) fees, and all other allowable project costs necessary for the project. Further, Recipients must submit both the primary contractor and subcontractor invoices to account for total labor fees charged to the grant. All supporting invoices for contractor and subcontractor fees charged to the grant must include the hours worked and provide a brief description of activities performed. CDFA reserves the right to reduce the amount reimbursed if costs are found to be unallowable.

Reimbursements must be requested on the CDFA invoice template provided by the assigned Grant Specialist. Recipients can email a scanned or electronically completed, legible copy of the signed invoice to their assigned Grant Specialist at cdfa.oefi_csa_ta@cdfa.ca.gov

Invoices

When to Submit Invoices

CDFA invoices must be submitted quarterly and include all supporting invoices and receipts to substantiate expenses.

Invoices are due no later than 60 calendar days after the quarterly period and are required regardless of whether project costs are incurred during the invoice period.

The quarterly periods are:

Quarterly Period	Invoice Due <i>(no later than)</i>
January 1 – March 31	May 31st
April 1 – June 30	August 31st
July 1 – September 30	November 30th
October 1 – December 31	February 28th

Final invoices are due no later than 60 calendar days following the expiration of

the Grant Agreement term or after the project is complete, whichever comes first.

CDFA invoices and supporting invoices and receipts submitted to the Grant Specialist will be reviewed for completeness and accuracy. The Grant Specialist will promptly notify the Recipient of any incompleteness or deficiencies which appear on the invoice. Once the incompleteness or deficiencies are corrected, the Grant Specialist will process the invoice for payment. The Grant Specialist may request additional information or supporting documentation to determine the eligibility and/or ineligibility of allowable costs.

Completing an Invoice

Request for Reimbursement Invoice

The Grant Specialist initiates each invoice cycle by generating an electronic invoice template. The Grant Specialist will email Recipients an invoice template with the Grant Agreement Number, Recipient Name, Project Title, Invoice Number, and the Project Budget Entered.

Recipients complete the following sections and return to their assigned Grant Specialist:

- Billing Period – Indicate time period (i.e., month and year) of when costs were incurred.
- Amount Requested – Enter dollar amount requested for payment for each budget category.
- Preparer’s Name – Name phone number, email address of preparer, and date prepared.
- Authorized Name – Name, phone number, email address of the recipient organization.

For detailed instructions on completing the CDFA invoice template, refer to [Appendix A](#).

No Expenditure Reimbursement

If no costs were incurred during a billing period, Recipient marks the “NO EXPENDITURES” box, signs, dates, and returns the invoice template to their assigned Grant Specialist. No Expenditure invoices must be accompanied by an explanation of why costs were not incurred during the billing period.

Final Reimbursement

Recipient marks “Final Reimbursement” below the invoice number on the CDFA Invoice template, indicating all payment obligations are met and no further payment is due. Any remaining balance will be reverted back to CDFA.

Withholds

Withhold Payment Notification

The Grant Specialist issues a Withhold Payment Notification (Notification) to delay payment of an invoice if there are discrepancies or issues regarding project implementation. The Notification describes the reason for withholding payment and what actions, if any, may be required. The Grant Specialist will contact the Recipient within ten business days of receiving the Notification for purposes of resolving any issues. Invoices are processed once all issues are resolved.

Withhold Pending Closeout

The OEFI will withhold ten percent (10%) from the total grant award until approval of the final invoice, the verification requirement, and/or resolution of any performance issues prior to close-out. A Withhold/Dispute will not be sent, and the ten percent withhold may not be appealed.

Suspension of Payments

If a Recipient is not compliant with the Grant Agreement terms and conditions, CDFA may suspend reimbursement. Upon discovery of any violations of the Grant Agreement terms and conditions, the Recipient will be advised in writing of the terms breached and the reasons for imposing suspension of payments.

A determination of breach may be appealed in writing and addressed to the CDFA Legal Hearing and Appeals Office and sent to the address below or emailed to CDFA.LegalOffice@cdfa.ca.gov:

California Department of Food and Agriculture
Legal Hearing and Appeals Office
1220 N Street
Sacramento, CA 95814

The appeal must include a copy of the notification or the name of the Recipient organization, the project number, the title of the project, the reasons the action should not be imposed, including any documentation to support the appeal, and the signature of the authorized representative.

Appeals must be postmarked (date stamped if via email) within 10 business days of the notice of action from OEFI. Appeals not received within this timeframe will be denied. The action specified in the notification remains in effect while the appeal is under review.

Verification Requirement

Recipients must notify their assigned Grant Specialist in writing that project objectives are complete. Once OEFI is notified projects are complete, a CDFA Environmental Scientist will review the final progress report and contact

Recipients to schedule an exit interview to complete the verification requirement.

The purpose of the verification requirement is to verify proper completion of the project according to the approved SOW. For example, during the exit interview the verifier will seek to understand:

- The aggregate impact of the project including the number of individuals assisted
- The location of any written or internet-based materials that were developed with grant funding
- Any feedback that the Recipient would provide CDFA on the program.

The verifier will complete a verification report indicating the project results and other project related information as applicable. Once the verification is complete and the verification report reflects that project SOW has been fulfilled, the Recipient will be issued the final payment.

Critical Project Review

The State of California has the right to review project documents and conduct audits during project implementation and over the project life. CDFA may conduct a Critical Project Review upon reasonable notice at any time during the grant term. The purpose is to determine whether deliverables are being met and evaluate project implementation progress to ensure projects are complete within the project term.

If a Recipient is not meeting deliverables resulting in delays with project implementation, CDFA will conduct a Critical Project Review to assess the project status. Recipients may be required to submit financial records and project documentation to ensure WETA funds are used for their intended purposes in compliance with the Grant Agreement terms and conditions, and this GAP manual. Documentation may include, but is not limited to, invoice/receipts for project costs, contractor/consultant and sub-contractor invoices and agreements, permitting/agreement fees associated with interconnection, etc. Recipients must allow access to project records and documentation relevant to the Grant Agreement.

Project Close-out

Before the Grant Agreement is closed, CDFA will review the verification report and final invoice, and ensure resolution of any project concerns. A closeout letter and final payment will be issued when resolution is complete.

Note: Close-out does not cancel record retention, financial accountability, or post-project requirements.

Record Retention

Recipients must retain invoices and receipts, project records, and any other relevant supporting documents for a period of three full calendar years following the close-out letter.

Records that must be retained include:

- Actual expenditure invoices of supplies and equipment charged to grant fund.
- Contractor/Consultant reimbursement claims for work (labor) performed on the project.
- All other supporting financial documentation related to the Grant Agreement.

Appendix A: Sample CDFA Invoice Template

Recipient must complete all yellow shaded sections below.

Bill to:
CA DEPARTMENT FOOD & AGRICULTURE
 1220 N STREET
 SACRAMENTO, CA 95814

INVOICE

State Water Efficiency and Enhancement Program

Make Check Payable to:
Recipient Name
 Street Address
 City, State Zip Code
 Attn: Recipient Grant Manager

Grant Agreement Number: 19-xxxx-xx-SO

Billing Period: 06/15/2020 - 08/31/2020
Month/Year to Month/Year

Invoice Date: 31-Aug-20
Date Signed

Invoice Number: 19-xxxx-000-SO-1

Recipients Name: ABC Farms, Inc

Project Title: ABC Farms Irrigation and Solar Improvements

Grant Budget	Invoiced to Date	Amount Requested	Remaining Balance
1 OPERATING EXPENSES:			
a) Supplies	\$60,000.00	\$0.00	\$60,000.00
b) Equipment	\$15,000.00	\$0.00	\$15,000.00
2 CONTRACTORS / LABOR COSTS	\$20,000.00	\$0.00	\$20,000.00
3 OTHER	\$5,000.00	\$0.00	\$5,000.00
Totals:	\$100,000.00	\$0.00	\$100,000.00

Approved Line Item Shifts: 0

Matching Funds to Date: \$1,200.00

10% = \$10,000.00

Less Remaining Advance: \$0.00

Amount to be Paid: \$0.00

NO EXPENDITURES

I certify the amount requested is for actual and allowable expenditures incurred for SWEEP activities performed in accordance with CDFA Grant Agreement provisions.

PREPARER'S NAME & SIGNATURE	PHONE NUMBER	E-MAIL ADDRESS	DATE
AUTHORIZED NAME & SIGNATURE	PHONE NUMBER	E-MAIL ADDRESS	DATE

FOR STATE USE ONLY

\$	2018-19	5432500	XXXXXX	XXXXXX	
AMOUNT	STATE/FISCAL YEAR	GRANT SPECIALIST INITIALS AND DATE	ACCOUNT CODE	659000094L	SUPPLIER ID
<input checked="" type="checkbox"/>			632-09	PROGRAM CODE	
CDFA AUTHORIZED APPROVER	CDFA AUTHORIZED SIGNATURE	DATE	OBJECT CODE	PROGRAM CODE	VENDOR ID

Liquidate against Advance Payment.
 Withhold 10% of Grant Award until Verification.
 Project verified. Final payment.

CDFA Invoice Template Instructions and Definitions

Recipients must complete all yellow sections identified on the CDFA invoice template. The following provides definitions and instructions on completing specific sections of the CDFA invoice template to request reimbursement payments for costs incurred to implement the project.

- 1. Grant Budget:** The total grant award amount for each budget category as identified in the approved Budget. Reimbursement for project expenditures is based on these categories and amounts.
- 2. Billing Period:** The quarterly or monthly period in which project costs were incurred. For example, if project costs were incurred during the first billing quarter, the billing period is January 1 – March 31.
- 3. Invoice date:** The date Recipient completes and signs the CDFA Invoice template. This date cannot precede the latest date indicated on the billing period. For example, if the billing period is January 1 – March 31, the Invoice date cannot be March 25th —it must be after March 31st.
- 4. Amount Requested:** Enter the dollar amounts in each budget category to request reimbursement for project costs that were incurred during the billing period. The amount requested in each budget category cannot exceed the total amounts listed under the “Grant Budget.”
- 5. Amount to be Paid:** The total payment amount requested for project costs that were incurred during a billing period. The invoice template will automatically calculate this total. Once OEFI approves the invoice, the “Amount to be Paid” will be the payment check amount issued for reimbursement.
- 6. Remaining Balance:** The amount of grant funding remaining that has not been paid. OEFI will not approve an invoice with negative balances in this column. Contact your assigned Grant Specialist if a budget revision is needed.
- 7. Invoice to Date:** The total project cost amount reimbursed for each budget category based on previously approved invoices. OEFI will adjust the “Invoice to Date” amount each billing period.
- 8. No Expenditures:** Mark this box if no project costs were incurred during billing period and include a brief explanation below of why costs were not incurred.
- 9. Preparer/Authorized Name:** An authorized representative of the agriculture operation (Recipient) must print their name to certify the amount requested for each billing period. If the invoice was prepared on behalf of the Recipient, the preparer should print their name.

Appendix B: Project Modification Request Form



State of California
California Department of Food and Agriculture
 Office of Environmental Farming and Innovation

Project Modification Request Form

Date:	Grant Agreement #:	Grant Award Amount:	Revision Request #:
10/01/23	22-XXXX-XXX-SO	\$500,000.00	1
Grant Recipient Information:			
Grant Program: Alternative Manure Management Program			
Organization Name: ABC Dairy Inc			
Contact Name: Alex Example			
Telephone: XXX-XXX-XXXX			
Email:			
Type of Modification (Check All Applicable)			
<input type="checkbox"/> Work Plan (e.g. addition or deletion of activities/deliverables; change to start/end dates of tasks)			
<input type="checkbox"/> Scope of Work (e.g. project narrative, design, project partners/team members)			
<input type="checkbox"/> Budget			
<input type="checkbox"/> Others (explain below)			
Description of the Modification			
<p>1. Provide a detailed description of proposed modification in this section.</p> <p>2. For all modifications except Budget Revisions: Attach a revised document as applicable. Please review the project's SOW and mark any proposed modifications by striking through any old text (do not delete), and adding new text in red font.</p> <p>3. For Budget Revisions: Please fill out the section "Line Item Shift Budget Adjustment Table" below. If the budget revision includes changes in cost of equipment, supplies or services, please provide an updated quote.</p>			
Justification:			
<p>Justification should cover reasons for request and detailed explanation of how the change will impact the project, including but not limited to: 1) Project Timeline 2) Budget 3) Estimated GHG Emission Reduction 4) Permits</p>			

OEFI-005 Rev. 9/24/2021

Line Item Shift Budget Adjustment Table (only fill out if applicable)			
Project Budget Categories	Current Project Budget Amounts	Line Item Shift Revisions enter negative amount with (-) enter positive amount with (+)	Revised Project Budget
	(A)	(B)	(A+B)
1. PERSONNEL			
a) Salaries & Wages	\$0.00	\$0.00	\$0.00
b) Fringe Benefits	\$0.00	\$0.00	\$0.00
2. OPERATING EXPENSES			
a) Supplies and Materials	\$0.00	\$0.00	\$0.00
b) Equipment	\$0.00	\$0.00	\$0.00
c) Travel	\$0.00	\$0.00	\$0.00
3. CONTRACTORS/LABOR	\$0.00	\$0.00	\$0.00
4. OTHER DIRECT COSTS	\$0.00	\$0.00	\$0.00
5. INDIRECT COSTS	\$0.00	\$0.00	\$0.00
Totals:	\$0.00	\$0.00	\$0.00
		(MUST NET \$0)	(MUST EQUAL GRANT AWARD AMOUNT)
Requestor Information:			
<input checked="" type="checkbox"/> By checking this box, I certify that I am an authorized representative for this project			
Name		Telephone Number	
Alex Example		XXX-XXX-XXXX	
Title/Role on Project		Date	
Dairy Owner/Manager		10/2/2023	
For Department Use Only			
Program Comments and Recommendation:			
<input type="checkbox"/> Reviewed by Program staff			
<input type="checkbox"/> Approval does not require SO-36 Form <input type="checkbox"/> Approval requires SO-36S Form <input type="checkbox"/> NOT APPROVED			
CDFA AUTHORIZED SIGNATURE:		DATE:	
-x-			

OEFI-005 Rev. 9/24/2021

Recipients should complete all sections highlighted in red. For Requestor Information, an ink signature is not needed – checking the box serves as certification that an authorized representative of the project (usually the Recipient or authorized contact identified on the grant agreement) is submitting the request. The form should be returned as an Excel document.

Request for Proposal (RFP):

Release Date: November 20, 2023

Proposal Due: December 6, 2023; 5PM

Award Date: Contingent upon execution of WETA/CDFA contract, expected Dec 2023 or January 2024

Purpose: To provide support for the Water Efficiency Technical Assistance (WETA) grant awarded to TEAMRCD.

Date of project: December 13, 2023 to March 30, 2026

The Temecula Elsinore Anza Murrieta Resource Conservation District (TEAMRCD) is looking for assistance implementing its Water Efficiency Technical Assistance (WETA) grant. The district is looking for trained and experienced personnel to implement the requirements of the grant, attached. Proposals should include components addressing program administration, program marketing, technical support in the form of irrigation efficiency evaluations, quarterly education workshops for producers, office space and field training for a Climate Corps Fellow.

Scope of Work:

- 1) Program administration and marketing, including an estimation of weekly hours. The program administrator's responsibilities will be to serve as a point of contact and provide program information for interested producers, produce marketing materials, promote the program, book appointments, manage invoices to clients and to TEAMRCD, and report project outcomes to TEAMRCD on a monthly basis.
- 2) Technical Support: Provide onsite irrigation efficiency evaluations according to program requirements.
- 3) Technical Support: Provide or coordinate pump efficiency evaluations.
- 4) Provide quarterly workshops.
- 5) Provide office space, education and irrigation training to a Climate Corps Fellow who will assist in program management, marketing, educational outreach, and irrigation efficiency analysis, and program development. The Climate Corps Fellow will report to TEAMRCD.

Project territory will include TEAMRCD's and Mission RCD's district. Grant terms require a minimum of 72 irrigation evaluations, 15 pump evaluations, as well as the 12 workshops to be completed within the duration of the grant. The grant administrator (TEAMRCD) requires monthly reports for TEAMRCD Board, as well as assistance with quarterly reporting to California Department of Food and Agriculture.

Bids will include the following:

1. A brief introduction.
2. A conceptual statement on how the grant components will be delivered including estimate of hours where appropriate.
3. The resumes of key personnel.
4. Provide a current rate table of listed key personnel.
5. Licenses and certifications (as applicable and relevant to the indicated services).
6. Sample of Certificates of Insurance (exact values and final Certificates of Insurance to be provided after award of Services Agreement).
7. Examples of experience with other similar projects.
8. Signature of a person authorized to bind Bidder to the terms of the proposal.

Please contact Teri Biancardi at Teri.Biancardi@TEAMRCD.org, or (951) 961-6622 with any questions.

Contract Provisions:

A. Services Agreement. TEAM RCD will require the Bidder to whom the contract is ultimately awarded to enter into a Services Agreement binding all the terms, conditions and provisions of the specifications defined in the Proposals and associated documents. The Services Agreement will also contain appropriate contractual terms, including indemnification and insurance requirements. **The Services Agreement will be valid from ASAP through March 2026.**

B. Assignment of Services Agreement. No Services Agreement shall be provided or assigned to the Bidder without prior written authorization from TEAMRCD.

C. Award. TEAMRCD may negotiate contract terms with the tentatively selected Bidder prior to award. TEAMRCD reserves the right to award the Services Agreement to the Bidder it believes, in its sole discretion, is the most qualified, and is not required to award the Services Agreement to the apparent lowest Bidder or the Bidder with the lowest rates.

D. No Commitment to Award. This RFP is not an offer. Issuance of this RFP and receipt of proposals does not commit TEAMRCD to award a contract or Services Agreement. TEAMRCD expressly reserves the right to postpone the proposal opening, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Bidder concurrently, or to cancel all or part of this RFP.

E. Contract Term. The services provided under the future Services Agreement shall be completed as outlined in the Scope of Work; however, the Services Agreement may contemplate changes to the Scope of Work on an as needed basis and as agreed to by both parties.

F. Governing Law. The Contract with the awarded Bidder shall be governed by the laws of the State of California.

G. Termination. TEAMRCD reserves the right to terminate the RFP, in whole or in part, without cause, at any time, by written notice to the awarded Bidder and prior to execution of the Service Agreement. Such notice of termination shall release TEAMRCD from any further liability, fee, cost or claim by the awarded Bidder.

H. Amendment of Project Scope: TEAMRCD reserves the right to amend or modify the project scope of services prior to the award of contract, as necessity may dictate, and to reject any and all proposals.

Award of Contract:

Selection will be based upon evaluation of the following criteria, any factor of which may hold the same or greater value:

1. Overall responsiveness to the requirements of the RFP.
2. Outline of services to be rendered.
3. Qualifications of the firm and staff to be assigned.
4. Current experience and record of performance with similar programs.
5. Overall cost to TEAMRCD.

Water Efficiency Technical Assistance (Awarded Proposal)

(WETA) Program- Scope of Work

Background and Purpose

The California Department of Food and Agriculture (CDFA) was appropriated \$15 million for irrigation water efficiency and nutrient management technical assistance grants from the California Emergency Relief Fund. The WETA grant program is designed to facilitate technical assistance to agricultural operations for on-farm water and energy use efficiency and nutrient management.

WETA has three primary objectives:

1. Provide on-farm, one-on-one technical assistance to farmers to evaluate irrigation system efficiency (e.g., mobile irrigation lab) and provide diagnostics, reports and recommendations to growers.
2. Coordinate or provide pump efficiency testing for farmers.
3. Provide training regarding water use efficiency and nutrient management practices and technology.

Project Information

Awardee Name: TEMECULA ELSINORE ANZA MURIETA RCD Award Amount: \$354,000.00

Project Title: Temecula-Elsinore-Anza-Murrieta RCD

Project Summary:

The Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAMRCD) is proposing an Irrigation Mobile Lab and Grower Training Project, which expands an existing, small-scale Irrigation Mobile Lab service and provides new training resources for local growers. Funding for the Irrigation Mobile Lab had, until recently, been provided by a local water district, which only covered a small portion of TEAMRCD's district and was insufficient for meeting the regional demand for mobile lab services. The requested funding will be used for satisfying the demand for irrigation mobile lab services within TEAMRCD's 505,000-acre service area, which contains an agricultural community generating \$1 billion annual economic revenue, as well as San Diego County Mission RCD's 118,500 acres which includes farming communities. In addition, the funding will be used for creating new training resources regarding water use efficiency and nutrient management practices and technology. Providers will further benefit from TEAMRCD's partnership with the Natural Resource Conservation Service, in which the irrigation specialist will facilitate access to this federal agency's financial assistance programs for farmers.

Service Area: Riverside and San Diego.

Languages in which TA will be provided in addition to English: Spanish.

Commitment to expending at least 25% of the awarded funds to assisting Socially Disadvantaged Farmers and Ranchers: Yes

Project Objectives

The Recipient is responsible for ensuring completion of the objectives in the following section.

Objective 1: On-farm Irrigation System, Water Management and Nutrient Management Evaluation:

One-on-one technical assistance will be provided through an Irrigation Mobile Lab. Services provided to farmers by the lab will include an analysis of their irrigation system's distribution uniformity, and the development of a site-specific report that provides recommendations on how irrigation system efficiency can be improved. Additionally, the report will contain information on soils specific to the property, local

weather conditions, and irrigation scheduling recommendations specific to the crop being grown. While distribution uniformity will be determined through collection of pressure and flow data from the irrigation system while it is running, other information provided in the report will be developed using USDA soils information, water usage history reports from local irrigation districts, weather data from local CIMIS stations, university determined water requirements for crops, etc. If the producer chooses, this report will additionally be used by NRCS to determine eligibility and funding opportunities for irrigation improvements, as well as other practices that support soil health, sustainability and climate resilience.

- Estimated Number of Farmers to be Assisted through Objective 1: 72

Objective 2: Provision of Pump Efficiency Testing:

TEAMRCD recognizes the value of pump efficiency testing and the pathway it provides towards the SWEEP grant and greater energy and water efficiency. To date, TEAM has not been able to locate any collated data on the number of farmers who operate off well water. The program coordinator will use Environmental Health permit application information and other sources to seek out farmers that operate off well water, and offer pump efficiency testing opportunities to them. These may be provided with in-house expertise, or in conjunction with the regional electric utility providers, Southern California Edison Company (in Riverside County) and San Diego Gas and Electric (in San Diego County), have historically and currently maintained robust agricultural pump efficiency test programs at no cost to farming customers. The program coordinator will coordinate these services for the benefit of farmers participating in the grant programs.

- Estimated Number of Farmers to be Assisted through Objective 2: 15 Objective 3: Irrigation and Nutrient Management Training:

We will use our website for initial outreach and application processes in coordination with the Water Auditor. We will leverage our collaboration with Riverside and San Diego Farm Bureaus to identify SDFRs and those smaller farming operations that may benefit from the program. We will reach out to the University of Riverside Cooperative Extension to advertise and promote the program as well as provide seminars to groups such as the Small Wine Growers Association. We will also collaborate with Mission RCD's AFFP (Agriculture, Farming and Food Pathways program) which is training for new and emerging farmers and is a general overview and training for the operation of their own farm. This includes military veterans, native Americans, and potential career changing individuals who want to become farmers.

- Estimated Number of Farmers to Be Assisted through Objective 3: 100 Work Plan Activities:

Objective 1:

Activity 1: The project team plans to use website notices, electronic newsletters, word of mouth outreach and advertisement in local publications. For this proposed project, outreach methods to be used for implementation of the proposed program include use of the partners' websites, farming community organization websites, social media posts, and most importantly, word-of-mouth and handing out flyers when meeting with producers as part of other technical assistance programs. Mission RCD will advertise the program while supporting recurring annual local events that includes Oceanside's Earth Day, the Fallbrook Wildfire Symposium, the North County Fire and Water Expo and others, and the San Diego County's Farm Bureau and Land Use Environmental Group events, and UCCE/UCANR education workshops hosted at the San Diego County Farm Bureau office in Escondido.

Activity 2: Funding will be used to support program management to handle additional administrative tasks required for establishing and expanding the program. These tasks will include the facilitation of program activities, grant reporting, grant invoicing, and program advertising/outreach.

Activity 3: Funding will be used to pay contract costs for Irrigation Mobile Lab services that will be provided through partnerships with other local conservation agencies including Mission RCD.

Objective 2:

Activity 1: Prepare Outreach Materials to Advertise Pump Efficiency Testing Service, Activity Led by: Program Coordinator, Activity Completed in: Year 1, Quarters 1&2. We will use our website for initial outreach and application processes in coordination with the Water Auditor. We will leverage our collaboration with Riverside and San Diego Farm Bureaus to identify SDFRs and those smaller farming operations that may benefit from the program. We will reach out to the University of Riverside Cooperative Extension to advertise and promote the program as well as provide seminars to groups such as the Small Wine Growers Association. We will communicate directly with the Cahuilla and Pechanga tribes who are very focused on establishing food security. We will also collaborate with Mission RCD's AFFP (Agriculture, Farming and Food Pathways program) which is training for new and emerging farmers and is a general overview and training for the operation of their own farm. This includes military veterans, native Americans, and potential career changing individuals who want to become farmers. The project team plans to use electronic newsletters and advertisement in local publications.

Activity 2: The project team will compile data on farmers working off wells, do targeted outreach to them, and offer to conduct or coordinate all requests for pump efficient testing with that appropriate electric service provider.

Objective 3:

Activity 1: Prepare In-Person Training Curriculum and Training Materials, Activity Overseen by: Project Coordinator, Activity Completed in: Year 1, Quarter 1.

Activity 2: We will use our website for initial outreach and application processes in coordination with the Water Auditor. We will leverage our collaboration with Riverside and San Diego Farm Bureaus to identify SDFRs and those smaller farming operations that may benefit from the program. We will reach out to the University of Riverside Cooperative Extension to advertise and promote the program as well as provide seminars to groups such as the Small Wine Growers Association. We will also collaborate with Mission RCD's AFFP (Agriculture, Farming and Food Pathways program) which is training for new and emerging farmers and is a general overview and training for the operation of their own farm. This includes military veterans, native Americans, and potential career changing individuals who want to become farmers.

Activity 3: We will conduct 12 quarterly educational seminars over the three-year period.

Reporting

The Recipient will submit detailed quarterly Progress Reports to CDFA identifying tasks and activities accomplished in the reporting period. CDFA will provide a reporting template and schedule. Progress Reports will include, at a minimum:

- Total number of individuals assisted.
- Information of farmers assisted.
- Number of individuals assisted who identify as SDFRs and/or farms 500 acres or less.
- Costs associated with assisting SDFRs.
- Number of irrigation assessments conducted.
- Total number of irrigation water management (IWM) assessments conducted.
- Total number of pump efficiency tests conducted.
- Total attendance at in-person and online water efficiency and/or nutrient management workshops and trainings.
- Links and or files for digital training materials that have been created.
- Links to translated files or digital training materials that have been created.

For auditing purposes, recipients are required to maintain detailed water efficiency technical assistance records on-site.

From: Rose Corona rose.corona@teamrcd.org
Subject: Re: WETA RFP draft - please review
Date: November 21, 2023 at 8:23 AM
To: Teri Biancardi teribiancardi@icloud.com



Teri,

You need to include a copy of the original Grant proposal for review by the applicants.

Regards,

Rose

On 2023-11-16 17:02, Teri Biancardi wrote:

Hi Rose and Rae,

Please find attached my draft WETA RFP. It has been reviewed by Aaron and simplified - some of the specifics I was addressing he said could be included in the Services Agreement.

I'm asking you to review and add any comments as a matter of some urgency... I want to give responders at least two weeks to respond so would like to release it on Monday, November 20th.

I plan to send it to Mission, RCRC, MSJBRCD and SAWA. Please let me know if you have any others you would like to have the opportunity to bid.

One point I feel needs to be made.. the project includes Mission's territory.

Best,

Teri

From: Shelli Lamb lamb@rccrd.org
Subject: RE: [EXTERNAL EMAIL] TEAMRCD RFP for WETA support
Date: November 22, 2023 at 11:31 AM
To: teri.biancardi@teamrcd.org
Cc: Kerwin Russell russell@rccrd.org



Teri:

Thank you for the opportunity to bid on this project. Unfortunately the Riverside-Corona RCD is not able to bid on this project at this time due to our current workload.

Please let us know if there are any other opportunities to partner in the future.

Shelli Lamb
District Manager
Riverside-Corona RCD
4500 Glenwood Dr, #A
Riverside, CA 92501
951-683-7691, ext 202
951-683-3814 (fax)
www.rccrd.org

Check us out on [Facebook](#)
Healthy Soils, Healthy Life!



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

From: teri.biancardi@teamrcd.org <teri.biancardi@teamrcd.org>
Sent: Monday, November 20, 2023 5:07 PM
To: Shelli Lamb <lamb@rccrd.org>
Subject: [EXTERNAL EMAIL] TEAMRCD RFP for WETA support


Hi Shelli,

Please find attached a request for proposals to support TEAMRCD's WETA grant award. Responses for this project are due December 7, 2023. Please feel free to contact me with any questions or concerns.

Best,

Teri



From: Bmills@sjbrcd.org 
Subject: RE: TEAMRCD RFP for WETA support
Date: November 21, 2023 at 2:57 PM
To: teri.biancardi@teamrcd.org

Hello Teri,

Thanks for reaching out about this grant opportunity. I don't think it will be feasible for SJBRCD to assist on this particular one unfortunately. However, we do support the great work you all are doing down there and look forward to other possible partnerships/collaborations going forward.

Thanks again and have a Happy Thanksgiving,

Brett Mills
District Manager
San Jacinto Basin Resource Conservation District
950 N. Ramona Blvd, Ste 6
San Jacinto, CA 92582
Office Phone: 951-654-7733
Fax: 951-654-5334
Cell: 909-645-4211
bmills@sjbrcd.org
www://sjbrcd.org

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


From: teri.biancardi@teamrcd.org <teri.biancardi@teamrcd.org>
Sent: Monday, November 20, 2023 5:09 PM
To: Bmills@sjbrcd.org
Subject: TEAMRCD RFP for WETA support

Hi Brett,

Please find attached a request for proposals to support TEAMRCD's WETA grant award. Responses for this project are due December 7, 2023. Please feel free to contact me with any questions or concerns.

Best,

Teri

From: Brian Brady bbrady@sawatershed.org 
Subject: RE: WETA Grant Proposal
Date: December 5, 2023 at 5:30 PM
To: Teri Biancardi teribiancardi@icloud.com



Teri-

Hope this finds you well. For the first time in 33 years, Carol Lee and I are presently assembling an artificial Christmas tree. Yikes.

I went through the grant information and have concluded that in order to complete all of the required tasks, SAWA would exceed the \$354k three-year budget. When the budget for the grant was developed and submitted, it was assumed Mission RCD labor rates would apply and that Mission would be tasked with most of the work. SAWA's lowest administrative personnel rate is \$66/hr (and James' billing rate is \$155/hr.)

I'd be glad to offer my pro-bono time to move the project forward in whatever way would be helpful to TEAM RCD.

Brian

Dr. Brian J. Brady
Executive Director
Santa Ana Watershed Association
1835 Chicago Avenue, Suite C
Riverside, CA 92507
(951) 780-1012

Sent from [Mail](#) for Windows

From: [Teri Biancardi](#)
Sent: Saturday, December 2, 2023 9:32 AM
To: [Brian Brady](#)
Subject: Weta proposal clarification

Hi Brian,

I wanted to check in with you to make sure you received the WETA RFP and to point out that there is a discrepancy between the due date stated in the email and the proposal, my sincere apologies for that. To clarify, the due date should you decide to submit a proposal is Wednesday, Dec 6.

Hope you are well.

Best,

Teri

MISSION RCD PROPOSAL FOR IRRIGATION
MOBILE LAB AND GROWER TRAINING



SUBMITTED TO:

Temecula-Elsinore-Anza-Murrieta Resource Conservation District

ATTN: Teri Biancardi

December 6, 2023

CONTENTS

Contents

1. Introduction 2

2. Statement of Work..... 3

 Work Plan Activities 4

 OBJECTIVE 1: On-farm Irrigation System, Water and Nutrient Management Evaluation 4

 OBJECTIVE 2: Pump Efficiency Testing 7

 OBJECTIVE 3: Irrigation and Nutrient Management Training 7

 REPORTING 9

3. Key Personnel..... 9

 Darcy Cook, District Manager 10

 Ani Vartanians, Water Conservation Program Manager 10

 Lisa Dibbell, Conservation Program Assistant..... 11

 Jameson Meyst, Senior Irrigation Evaluator 11

 Joel Menard, Senior Irrigation Evaluator 11

 Training and Staffing 11

4. Rate Table 12

5. Licenses and Certifications..... 12

6. Sample of Certificates of Insurance 13

7. Relevant Experience..... 13

1. Introduction

Mission Resource Conservation District (“MRCD”) has worked with the Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) on agriculture irrigation programs since January 2016 and is qualified, experienced and motivated to provide the best possible technical service to the Irrigation Mobile Lab and Grower Training Project (“Mobile Lab Project”). The Southern California region’s long-term water supply reliability is dependent upon a continued commitment to water-use efficiency. Our proposal seeks to address this continued need for water conservation and water use efficiency.

The Mobile Lab Project provides local growers with a no-cost opportunity to receive site-specific water saving recommendations and an improved understanding of their irrigation systems and their water use. The Mobile Lab was designed to provide growers with valuable information so they can optimize their irrigation system, improve the evenness of delivery to plants, and help save water and energy.

MRCD proposes to expand Irrigation Mobile Lab service and provide education and training resources to local growers in TEAM RCD’s district as well as in Mission RCD’s Northern San Diego County District to meet the regional demand for mobile lab services. TEAMs Climate Conservation Corps Fellow will be provided the opportunity to participate in these services.

MRCD staff have administration, inspection, outreach and education experience, capability, knowledge and established networks, and there will be little to no ramp-up costs or time constraints with standing-up program staffing and structure. We provide administration and field services for a number of programs with a high level of professional customer service and efficiency and coordinate with client managers to pre-emptively address any issues - which is critical to a program’s success. MRCD field staff are trained and verified on inspection procedures and are QWEL certified. Staff understand water usage data and irrigation watering patterns which are reviewed with customers to help inform recommendations to better aid their making water-use improvements, and resultant evaluation reports further describe audit findings and provide educated recommendations on maximizing water-use efficiency.

As with all our technical assistance programs, MRCD is committed to assisting socially disadvantaged growers. MRCD will plan to expend at least 25% of program funds to support this group, with assistance by our Agriculture Specialist who speaks at a conversational level and writes Spanish.

Founded in 1944, MRCD has worked with local landowners and managers to address pressing conservation issues. In 1983, MRCD established one of the first Mobile Irrigation Labs in the state providing irrigation system evaluations on a wide variety of irrigation systems and crops county wide. Since 1990, MRCD has implemented water conservation programs for the California Department of Water Resources, the San Diego County Water Authority, Rancho California Water District and the Municipal Water District of Orange County for commercial, residential and agricultural properties.

Mission RCD Irrigation Mobile Lab and Grower Training Project Proposal to TEAM RCD

Growers are increasingly challenged by water scarcity, cost and quality, climate change, and more, and MRCD will offer a series of workshops to educate and train growers on water use efficiency, new improved systems, nutrient management practices and be available for customer questions and answers to their irrigation needs. MRCD keeps abreast of current water conservation and agriculture research and new technologies, strategies, programs, and ways to engage customers. MRCD staff will keep TEAM informed and provide outreach support for education and event coordination and attendance to promote the Program.

Legal name and address of principal place of business:

Mission Resources Conservation District
130 East Alvarado Street, Fallbrook CA 92028

Legal status of contractor:

State of California Special District, Not-for-Profit organization

Number of years company has maintained an office in San Diego County:

Since 1944 (79 years)

Proposal Contact:

Darcy Cook, District Manager
130 East Alvarado Street, Fallbrook CA 92028
Cell phone: 760.994.8246
Office phone: 760.728.1332
darcy@missionrkd.org

Mission RCD Board Contact:

Scott A. Murray, Board President
Cell phone: 760.805.1380
scottamurray@sbcglobal.net

2. Statement of Work

Mission RCD will support the Mobile Lab Project and the WETA program primary objectives and provide on-farm, one-on-one technical assistance to farmers to evaluate irrigation system efficiency and provide diagnostics, reports and recommendations to growers. MRCD Field Staff will coordinate or provide pump efficiency testing for growers and provide training on water use efficiency and nutrient management practices and technology.

MRCD's approach will emphasize a high standard of customer service with conservation education, technical proficiency, and effective communication to provide the highest value service to TEAM and its Mobile Lab customers. MRCD has more than 30 years water conservation field services experience, knowledge of best practices and of the challenges and opportunities for conservation improvements.

Mission RCD Irrigation Mobile Lab and Grower Training Project Proposal to TEAM RCD

MRCD key staff are experienced in implementing all aspects of the proposed program and the program can be quickly fully operational. Given MRCD's extensive experience and the lessons learned from the COVID pandemic, our staff has the ability to adapt to planned and unforeseen circumstances with scheduling and fluctuation in demand for needed services. Backup staff are identified and trained for each position to provide redundancy and as-needed coverage, a need brought to light by the COVID pandemic and resulting staff shortages. MRCD will support a TEAM Climate Corps Fellow, providing training and mentoring to help cultivate the next generation of environmental leaders. The Fellow will also provide backup staff support and with completion of the Fellowship will have marketable workforce skills and a solid knowledge of irrigation systems.

We are committed to well-defined workflows:

- Utilize processes that streamline repetitive tasks, increase productivity, support quality assurance and, most importantly, ensure consistent customer satisfaction
- From application to eligibility, scheduling and reporting, all functions are integrated electronically and nearly paperless.

Quality control methods are imbedded in MRCD's culture and begins with receipt of the participant application:

- Verifying customer and account information with customer and TEAM Manager
- Site visit confirmation calls to confirm appointments
- Monthly tracking and review and verification of audit data
- Checking invoicing thoroughly for accuracy before submission
- Providing excellent customer care and forwarding any complaints to the proper administration.

Our approach is collaborative:

- Responsive to TEAM data management and billing requirements
- Friendly, intuitive customer interface
- Responsive to field technician needs and suggestions for improved efficiency
- Mentoring of Climate Corps Fellow for bridge to career opportunity.

Work Plan Activities

OBJECTIVE 1: On-farm Irrigation System, Water and Nutrient Management Evaluation

MRCD field staff will provide one-on-one technical assistance to growers through the Irrigation Mobile Lab program. Services provided will include an analysis of the irrigation system efficiency and distribution uniformity with a site-specific report of evaluation findings. The report will also serve to support the NRCS Environmental Quality Incentives Program (EQIP) eligibility determination for interested growers. Additionally, MRCD field staff will train and mentor a TEAM Climate Corps Fellow, who will gain hands-on experience and a high level of knowledge of irrigation systems and water conservation practices.

Estimated Number of Farmers to be Assisted through Objective 1: 72 producers

Mission RCD Irrigation Mobile Lab and Grower Training Project Proposal to TEAM RCD

Activity 1: Outreach

MRCD staff with the support of the TEAM Climate Corps Fellow will provide Mobile Lab program outreach by means of our website, Instagram postings, email messages, word of mouth and advertisement in local publications. Most critically, MRCD Field Staff will describe the program to eligible growers when meeting with producers as part of our other technical assistance programs, and hand out program flyers to those interested. Mission RCD will advertise the Mobile Lab program while supporting recurring annual local events that includes Oceanside's Earth Day, the Fallbrook Wildfire Symposium, the North County Fire and Water Expo, SDCWA's Farm and Nursery Expo and Graze at the Fields events, the San Diego County Farm Bureau and Land Use Environmental Group events, and UCCE/UCANR education workshops.

Activity 2: Administrative Tasks

Administrative tasks will include managing the Mobile Lab program for TEAM to include establishing and expanding the program reach. The Mobile Lab Program will be administered by the Water Conservation Program Manager who is experienced and familiar with application, scheduling and invoicing processes and will work closely with field staff and with MRCD's District Manager and TEAM's Manager as determined. The Water Conservation Program Manager provides best in class customer service to applicants and to customers experiencing any issues or concerns. For backup support and to provide staffing redundancy, MRCD's Conservation Program Assistant has been trained on these administration tasks, is QWEL certified, and is available to support administrative tasking as needed.

Program Administration tasking will include the following high-level tasks on the hourly rate in the budget.

- Customer support via phone and email, assisting applicants with questions and site visit scheduling, input to the application tracking sheet, verification that applicant is the water account holder, property owner or a tenant, and request required permissions.
- Schedule services in coordination with Field Staff and ensure field staff are fully prepared for site evaluations, manage customer no-show situations and any field staff delays.
- Obtain water agency account information and water use data from relevant member agencies.
- Communicate with the TEAM Manager and MRCD District Manager to discuss program updates and to address any issues in a timely manner, and schedule monthly program meetings.
- Ensure a high standard of quality control of all documentation and online entries.
- Manage monthly invoicing and reporting in a prompt and timely manner and with a detailed review of each report created by the field staff evaluator.
- Send the invoice to the TEAM Manager for approval, upload invoice and evaluation reports to the MRCD Mobile Lab shared drive (One Drive).
- Provide necessary inputs for TEAM and CDFA reports.
- Development and implementation of program advertising and outreach.
- Acknowledgement of TEAM and CDFA WETA and any other funding entities on MRCD's website, program documents, marketing material, reports, flyers and brochures.

Scheduling Issues

Scheduling issues managed by the Water Conservation Program Manager include:

No Shows:

When field staff arrive at the site for a scheduled appointment time, and the customer is not present or does not show up at the location, field staff will phone the contact person, wait 15 minutes, and if the customer still does not arrive the customer will be notified to reschedule. This cost is shared by MRCD and TEAM. Applications with two no shows and no justifiable reason will be cancelled, and the customer notified by MRCD staff.

Customer does not have working irrigation system:

When field staff arrive at a site for a scheduled appointment time, and the customer does not have a working irrigation system, field staff cannot complete an evaluation and will contact the Water Conservation Program Manager and move on to the next scheduled appointment; this cost is shared by MRCD and TEAM.

Absence:

If field staff is absent or cannot complete their daily schedule due to an emergency, car trouble, or any other reason, they will immediately contact the Water Conservation Program Manager, who will evaluate the situation, notify any customers impacted, and either dispatch an alternate evaluator or reschedule the appointment.

Unusual Circumstances:

In the event of unusual circumstances that disrupt or halt the daily work schedule of field staff, the Water Conservation Program Manager will be contacted immediately and notified of the situation. Unusual circumstances will be handled on a case-by-case basis.

Activity 3: Irrigation Mobile Lab Services

MRCD field staff with the participation of the TEAM Climate Corps Fellow will provide one-on-one technical assistance to growers via the Irrigation Mobile Lab. Field staff will train and mentor a TEAM Climate Corps Fellow on these services. Services include an analysis of the irrigation system efficiency and distribution uniformity (DU) determined by collecting system pressure and flow data while the system is running, and a site-specific report with evaluation findings. The report will include recommendations on irrigation system efficiency improvements and irrigation scheduling recommendations relevant to the crop being grown, information on soils specific to the property, local weather conditions and other data that supports the NRCS Environmental Quality Incentives Program (EQIP) eligibility determination. The report format and information provided in the report will be developed by MRCD staff based on our Ag Water Management Program for the SanDiego County Water Authority, using USDA soils information, water usage history reports from local irrigation districts, weather data from local CIMIS stations, University of California Agriculture and Natural Resources (UCANR) determined water requirements for crops, etc. The grower will be informed about the NRCS EQIP conservation incentive program and if interested, the report will support determination of eligibility and funding opportunities for NRCS irrigation improvements and conservation best practices that support soil health, sustainability and climate resilience.

Mission RCD Irrigation Mobile Lab and Grower Training Project Proposal to TEAM RCD

OBJECTIVE 2: Pump Efficiency Testing

MRCD recognizes the value of pump efficiency testing for producers and the pathway it provides for CDFA SWEEP grant funds and for improved energy and water efficiencies. MRCD staff with the assistance of the TEAM Climate Corps Fellow will coordinate pump efficiency test services as part of the Mobile Lab offerings. Staff will research and identify producers in Riverside and San Diego Counties that operate off well water and use this information to more effectively market and offer pump efficiency testing opportunities to interested producers. As there are no pump testing services in the greater area, MRCD is seeking to develop in-house pump efficiency testing expertise and training funds under the Mobile Lab program will help to certify our Agriculture Specialist, in conjunction with the Southern California Edison Company (in Riverside County) and San Diego Gas and Electric (in San Diego County) agricultural pump efficiency test programs.

Estimated Number of Farmers to be Assisted through Objective 2: 15

Activity 1: Prepare Outreach Materials to Advertise Pump Efficiency Testing Service

MRCD staff with the assistance of the TEAM Climate Corps Fellow will develop and provide outreach on pump efficiency testing services by means of our website, Instagram postings, email messages, word of mouth and advertisement in local publications. Most critically, MRCD Field Staff will describe the service to eligible growers when meeting with producers as part of our other technical assistance programs, and hand out program flyers to those interested. Mission RCD will advertise pump efficiency testing while supporting recurring annual local events that includes Oceanside's Earth Day, the Fallbrook Wildfire Symposium, the North County Fire and Water Expo, SDCWA's Farm and Nursery Expo and Graze at the Fields events, the San Diego County Farm Bureau and Land Use Environmental Group events, and UCCE/UCANR education workshops hosted at the San Diego County Farm Bureau office in Escondido and the Riverside County Farm Bureau.

Activity 2: Compile data on farmers working off wells, targeted outreach and conduct or coordinate all requests for pump efficient testing.

MRCD staff with the assistance of the TEAM Climate Corps Fellow will research and identify producers in Riverside and San Diego Counties that operate off well water, using Environmental Health permit application information and other sources. This information will assist MRCD with developing targeted outreach materials and offering pump efficiency testing opportunities to disadvantaged producers. MRCD will provide pump testing services or coordinate pump efficiency test services with other providers, which are limited in the region. MRCD is seeking to develop in-house pump efficiency testing expertise, and training funds under the TEAM Mobile Lab program will help to certify our Agriculture Specialist to provide this service locally. MRCD staff plans to collaborate with with the Southern California Edison Company (in Riverside County) and San Diego Gas and Electric (in San Diego County) agricultural pump efficiency test programs.

OBJECTIVE 3: Irrigation and Nutrient Management Training

With the assistance of the TEAM Climate Corps Fellow, and working with UCCE / UCANR experts, MRCD will plan and provide irrigation and water management workshops for local

Mission RCD Irrigation Mobile Lab and Grower Training Project Proposal to TEAM RCD

producers. Workshops may be presented in person and virtually and may be presented in both English and Spanish. Workshops will educate growers on proper nutrient management to optimize fertilizer use efficiency by matching nutrient application to crop needs while minimizing nitrogen leaching and runoff. Nutrient management practices are site specific and can vary by location and crop, soil, and climate. MRCD field staff will use the 4 R's (Right Source, Right Rate, Right Time, Right Place) to teach and support the reduction of nitrogen leaching and runoff losses.

Estimated Number of Farmers to be Assisted through Objective 3: 100

Activity 1: Prepare In-Person Training Curriculum and Training Materials

Lisa Dibbell will serve as the MRCD Project Coordinator for workshop and training programs. Lisa has a broad knowledge base and will work with UCCE / UCANR and other local and regional subject matter experts to not reinvent the wheel and use existing resources to develop education training curriculum and workshop materials. Training material topics may include:

- Agricultural irrigation and drainage
- Farm water, soil and vegetation management
- Soil-Plant-Water Relationship
- Flow and Pressure Measurement
- Irrigation Scheduling
- Irrigation System Maintenance
- Factors Affecting Irrigation Distribution Uniformity
- Landscape irrigation

Activity Completed: Year 1, Quarter 1.

Activity 2: MRCD Website for Outreach and Application Information.

With the participation of the TEAM Climate Corps Fellow, MRCD staff will develop and post initial Mobile Lab Program outreach and application information during the Program's first 2 quarters, January – June 2024. The MRCD project team will develop an emailed newsletter and will advertise in local publications, use our website, Instagram account and other networking and event opportunities to advertise the program, leveraging our relationships with the San Diego County Farm Bureau, UCANR, the Small Winegrape Growers Association and other networks, and TEAM's collaboration with the Riverside County Farm Bureau to identify disadvantaged farmers and ranchers and smaller farming operations that might fall through the cracks. We will access these networks to advertise and promote the Mobile Lab Program, pump efficiency test services, provide educational resources and promote our workshops.

Additionally, we will communicate directly with local Tribes to support their water conservation efforts, including Pauma, Pala, Cahuilla and Pechanga who are working to establish internal food security measures and practices.

Activity 3: Conduct 12 quarterly educational seminars over the three-year period.

Lisa Dibbell, serving as the MRCD Project Coordinator for workshop and training programs, will plan and coordinate quarterly water conservation workshops. Lisa will work with UCCE / UCANR, local and regional subject matter experts to develop water conservation educational workshops. She will reach out to irrigation company reps to determine possible workshops on specific company and/or products of interest to local producers. Workshop topics may include:

- Agricultural irrigation and drainage
- Farm water, soil and vegetation management
- Soil-Plant-Water Relationship
- Flow and Pressure Measurement
- Irrigation Scheduling
- Irrigation System Maintenance
- Factors Affecting Irrigation Distribution Uniformity
- Fertigation
- Landscape irrigation

REPORTING

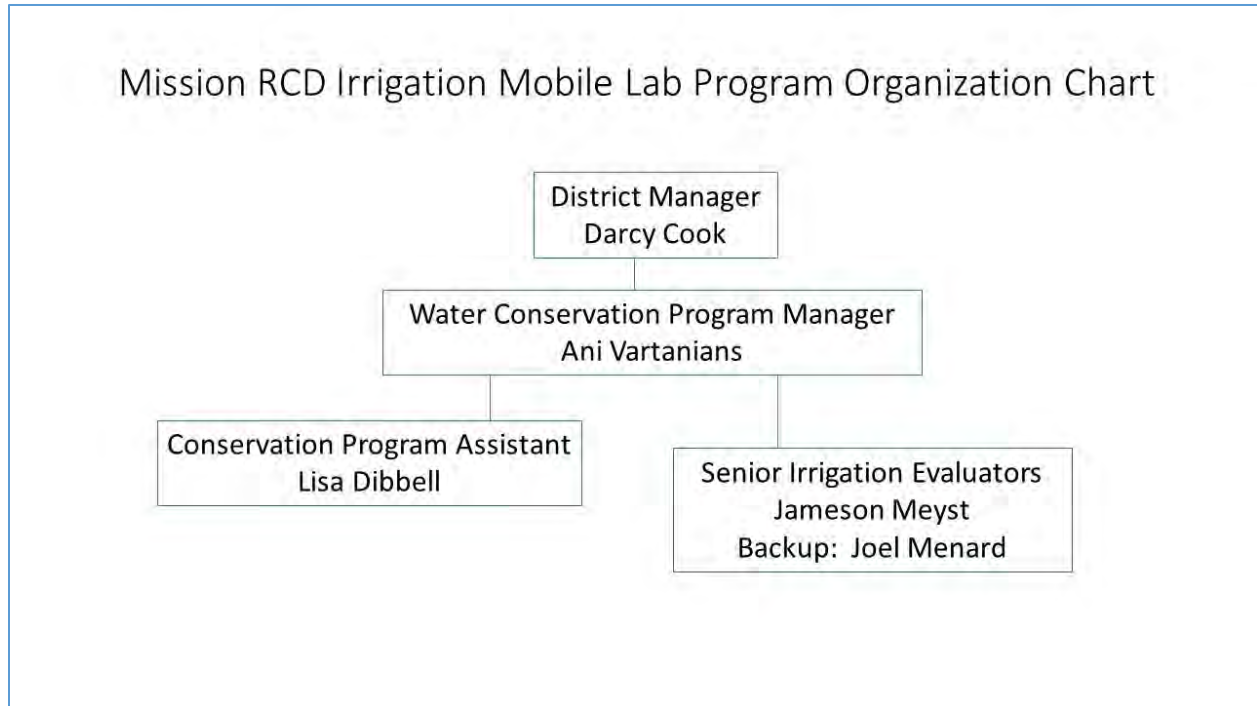
MRCD staff are familiar with CDFA reporting requirements and processes and will work with TEAM to submit timely, detailed quarterly WETA Progress Reports to CDFA, using the CDFA program templates to describe tasks and activities accomplished in the reporting period.

Per CDFA reporting requirements, progress reports will include, at a minimum:

- Total number of individuals assisted.
- Information of farmers assisted.
- Number of individuals assisted who identify as SDFRs and/or farms 500 acres or less.
- Costs associated with assisting SDFRs.
- Number of irrigation assessments conducted.
- Total number of irrigation water management (IWM) assessments conducted.
- Total number of pump efficiency tests conducted.
- Total attendance at in-person and online water efficiency and/or nutrient management workshops and trainings.
- Links and or files for digital training materials that have been created.
- Links to translated files or digital training materials that have been created. For auditing purposes, recipients are required to maintain detailed water efficiency technical assistance records onsite.

3. Key Personnel

Listed below are the key MRCD staff proposed to support the Mobile Lab Program, with a description of their relevant experience. Key staff resumes are included at the end of the proposal.



Darcy Cook, District Manager

Darcy has managed TEAM RCD’s Agriculture Irrigation Efficiency Program and CropSWAP programs since 2020. Darcy administers all of MRCD’s programs; similar programs include the San Diego County Water Authority’s (SDCWA) WaterSmart Field Services and Agriculture Water Management Programs, Metropolitan Water Authority of Orange County’s (MWDOC) Landscape Verification Program, watershed invasive weed management programs funded by the California Wildlife Conservation Board (WCB) and the San Diego Association of Governments (SANDAG) and Pollinator Habitat development programs for the California Wildlife Conservation Board (WCB).

As MRCD’s District Manager, Darcy provides administration and contract management; hiring and overseeing staff to ensure that sufficient staffing and resources are available to complete work on schedule; invoice review; and keeps up to date with conservation and water industry issues, trends, and research. Darcy has a B.A degree in Literature and Biology, a M.A degree in International Environmental Policy, both from UC San Diego.

Ani Vartanians, Water Conservation Program Manager

Ani has supported MRCD’s programs since 2021 and is a critical member of the MRCD team, providing excellent, detailed program management, administration and customer service. Ani manages daily program operations; trains and oversees field staff; manages complex invoicing data, platforms and schedules; maintains a high level of accuracy with data entry, invoicing, reporting and correspondence; and provides a strong alliance and a liaison between program management and staff, customers and agencies.

Ani manages program administration for the SDCWA Agriculture Water Management Program and MWDOC’s Landscape Verification Program. Ani has a dual B.A. degree in Sociology and

Mission RCD Irrigation Mobile Lab and Grower Training Project Proposal to TEAM RCD

Women's Studies from UC Riverside and her previous experience includes property management, patient coordination and logistics customer support.

Lisa Dibbell, Conservation Program Assistant

Lisa is a part-time staff member and provides as-needed administration support to the conservation programs Program and is QWEL certified to provide as-needed field support. Lisa manages MRCD's pollinator programs for WCB and for the US Forest Service, is a horticulturist working part-time at Pearson's Gardens in Vista, and previously at Armstrong Garden Center in Temecula. She has a B.A. in History from UC San Diego and has taken classes at Palomar College toward a degree in Biological Sciences. Lisa's relevant certifications include Plant Disease Diagnosis and Soil Food Web Lab Tech.

Jameson Meyst, Senior Irrigation Evaluator

Jameson is MRCD's Agriculture Specialist who supports MRCD's agriculture irrigation programs, until recently for TEAM RCD with their AIEP, CropSWAP and RootstalkSWAP programs and currently for MRCD's SDCWA Agriculture Water Management program and the NRCS Regional Conservation Partnership Program (RCPP). Jameson is QWEL certified and has extensive experience working with growers and irrigation system installation, discusses their irrigation and water issues, the evaluation results, rebates and resources, and provides additional educational material and program resources. Jameson will train and mentor the TEAM Climate Conservation Corps Fellow and be their primary point of contact.

Joel Menard, Senior Irrigation Evaluator

Joel has extensive experience in landscape design and irrigation system installation and is QWEL certified. As the MRCD Senior Landscape Irrigation Evaluator since 2021, Joel interacts with the customer and conducts a range of irrigation evaluation services. Joel meets with customers to discuss their irrigation and landscape issues, discusses the evaluation results, rebates and resources, and provides additional educational material and program resources. Joel has played an active role in addressing program and service efficiencies and improvements and provides field service support and will provide additional training and mentoring to the TEAM Climate Conservation Corps Fellow.

Training and Staffing

MRCD field inspectors are QWEL certified or have other certification such as offered by the Irrigation Association or colleges and staff will provide the highest level of customer service and professional efficiency. Staff understand water usage data and irrigation watering patterns to help inform participants with water-use improvements to maximize water-use efficiency. Training for new staff as well as for the TEAM Climate Conservation Corps Fellow includes QWEL certification, reading and understanding SDCWA and MWDOC site evaluation measurement techniques and inspection procedures, and initial field work is done with a senior staff member to ensure best practices are learned and followed.

Staff turnover has been challenging since the COVID pandemic and hiring and training new staff is time-consuming and costly. MRCD seeks to hire staff with relevant experience and capability

but finding certified inspectors has been difficult. MRCD management seeks to retain staff by developing redundancy among staff tasking and capabilities, balancing program support among programs, and providing additional training, career development and learning opportunities.

4. Rate Table

The Schedule of Fees includes the hourly rates for key individuals identified by program classification.

Field service fees have been updated to reflect current, actual program costs with fully burdened staff rates for time and transportation costs.

Irrigation Evaluation Planted Area	Rates
1.0 to 5.0 acres	\$425
5.1 to 10.0 acres	\$450
10.1 to 15.0 acres	\$500
15.1 to 20.0 acres	\$600
20.1 to 25.0 acres	\$725
Above 25.0 acres	\$725
Pump Tests	\$500
Sr. Irrigation Technician	\$55 / hour
Program Management	\$45 / hour
Outreach and Workshops	\$45 / hour
Bookkeeper	\$45 / hour
Program Administration	\$63 / hour

Resource Conservation Districts (RCD) are independent special districts and not-for-profit entities of the State governed by Division 9 of the State Public Resource Code which mandates that an RCD may not exceed the “cost reasonably borne” by the RCD (Pub. Res. Code §9403.5) but may not be so low as to constitute a gift of public funds (Cal. Const., art. XVI, §6). MRCD’s Board of Directors has a policy of cost accounting that allocates overhead, loaded employee costs, and any other costs incurred by the District to ensure fees that reasonably reflect the cost of providing service. MRCD looks forward to the opportunity to deliver superior service to TEAM on its Mobile Lab program and supporting its water efficiency and conservation goals.

5. Licenses and Certifications

MRCD believes that well-trained, knowledgeable, professional staff are critical to the success of this and its other programs. MRCD field inspectors are QWEL certified or have other certification such as offered by the Irrigation Association or colleges.

QWEL training currently provides the best option for MRCD field staff certification as it is recurring, easily available, offered at no-cost and is relevant to the region's water conservation needs.

<https://qwel.net/>

UCCE and UCANR provide irrigation and landscape related workshops and offer CE units periodically, which are offered to staff to attend. The Irrigation Association (IA) provides a number of workshops and education resources on their site accessible to MRCD staff.

6. Sample of Certificates of Insurance

Provided at the end of this proposal, after the resumes.

7. Relevant Experience

The MRCD team is exceptionally qualified and has regional familiarity, irrigation system expertise, water-use efficiency analysis experience and customer interface skills that are the result of hundreds of site inspections. MRCD has consistently controlled program costs and not exceeded budgets without prior authorization. Scheduling and staff turnover due to the COVID pandemic made program administration challenging, these issues have been addressed and contingencies have been planned for.

Founded in 1944, MRCD has worked with local landowners, land managers and growers to address pressing conservation issues. With funding from the California Department of Water Resources, in 1983 MRCD established one of the first Mobile Irrigation Labs in the state providing irrigation system evaluations on a wide variety of irrigation systems and crops county wide. Since 1990, MRCD has implemented water conservation programs for the California Department of Water Resources, the San Diego County Water Authority, Rancho California Water District and the Municipal Water District of Orange County for agricultural, residential, and commercial properties.

Listed below are descriptions of similar programs currently or recently supported by MRCD that illustrate regional and industry leadership, operational success, and a commitment to work process efficiency.

Agriculture Irrigation Efficiency Program

TEAM RCD / Rancho California Water District, 2016-2023

MRCD originally performed irrigation system evaluations for Rancho California Water District (RCWD)'s Agriculture Irrigation Efficiency Program (AIEP) from 2010-2014 and signed an MOU with TEAM RCD in 2016 to provide audit services for this rebate program for irrigation system equipment upgrades under the auspices of TEAM RCD. MRCD auditors received site evaluation requests from TEAM RCD, scheduled site visits with the customer and performed an irrigation system test while the system was running. An assessment of soil type and water holding capacity was done and the evaluator explained findings and rebates with the grower or farm manager and made recommendations for irrigation system improvements to increase distribution uniformity and irrigation efficiency. A detailed audit report was sent to the customer documenting findings,

Mission RCD Irrigation Mobile Lab and Grower Training Project Proposal to TEAM RCD

recommendations for system improvements and water savings that integrate the use of efficient irrigation technology, components, and irrigation scheduling practices. An analysis of water usage history and irrigation scheduling relevant to the crops on the property was also included, and an itemized list of suggested components developed by the auditor and provided to the customer for purchase. A post-inspection site visit was scheduled and completed by the auditor after participant submits original receipts to verify system installation and successful operation of the retrofit and purchased components.

CropSWAP

TEAM RCD / Rancho California Water District, 2016-2023

MRCD field staff also until recently provided irrigation evaluations and technical assistance to TEAM RCD's RCWD CropSWAP program, via an MOU with TEAM RCD. As with AIEP, TEAM RCD provided MRCD staff with evaluation requests who then scheduled site visits with the customer and performed a pre-conversion audit and a post-conversion audit. The pre-conversion audit set the baseline of average water use, confirmed acreage to be converted, evaluated the irrigation system while it was running and provided an assessment of potential water savings and irrigation efficiency. Soil type and water holding capacity was tested and the auditor discussed CropSWAP options with the grower or farm manager. A detailed audit report was sent to the customer with site findings and recommendations for irrigation improvements and suggested crop exchange options. A post-inspection site visit was scheduled and completed by the auditor after a participant made changes to their crop(s) to verify conversion work was completed, the acreage, a re-assessment of irrigation efficiency and documented water savings.

Agriculture Water Management Program

San Diego County Water Authority, 2016 - present

MRCD field auditors support SDCWA's Agriculture Water Management Program which includes three tasks, two with rebate programs: the Agriculture Water Management Evaluation, the Agriculture Irrigation Efficiency Program (AIEP) and the Soil Moisture Sensor System Program. The two rebate programs provide agricultural producers with a per acre or per property rebate to help cover the costs of irrigation system upgrades or purchase of soil moisture sensors. For all tasks, MRCD field staff perform an evaluation of irrigated agricultural sites and provides growers with technical assistance and a detailed evaluation report describing site findings and educated recommendations to assist participants in making smart, site-specific water-use decisions to decrease water use and improve irrigation distribution uniformity and efficiency.

WaterSmart Field Services Program

San Diego County Water Authority 1990 - 2023

Until this past year, MRCD administered the WaterSmart Field Services program for the San Diego County Water Authority (SDCWA) and their participating member agencies with all day-to-day activities, monthly invoicing, and reporting, and provided field inspections for all six water conservation services. These services were home water use evaluations, irrigation checkups, full audits, follow-up audits, follow up irrigation controller visits, and landscape area measurements.

Evaluation reports described site findings and provide educated recommendations that assisted participants in making smart, site-specific water-use decisions to conserve water. In fiscal year 2022, MRCD auditors completed 242 water use evaluations, 27 full audits, 2 irrigation checkups, 3 follow-up irrigation controller visits.

Metropolitan Water District of Orange County Smart Timer Rebate Program Installation Verification/ Inspection and Data Recording Services

2017 – present

The Metropolitan Water District of Orange County (MWDOC) is a wholesale water provider, water resource development and planning agency for 3.2 million Orange County residents and businesses. MRCD has provided administrative and field services for MWDOC's outdoor water rebate programs since 2017, administering rebate installation verification and on-site field services for their SmartTimer Rebate Program, Turf Removal Rebate Program, Spray to Drip and Rotating Nozzle Rebate Program. These programs target residential and commercial property owners to offer incentives to purchase and install weather-based and other water conservation devices for customers all over Orange County. MRCD field staff provide onsite installation verification audits of device installations or turf removal following MWDOC protocols, and perform a basic landscape and irrigation audit including inspecting valves and irrigation heads and checking for issues. Great customer service is a priority which MRCD has met and exceeded over the course of this contract.

NRCS RCPP

In partnership with the SDCWA and in collaboration with member agencies: the City of Oceanside, Fallbrook PUD, Rainbow Water District, Valley Center Municipal Water District, Vallecitos Water District and Yuima Water District, MRCD provides onsite agriculture irrigation evaluations to measure irrigation system uniformity and efficiency. The initial evaluation establishes a baseline distribution uniformity (DU) and the second provides a new DU for the system after system improvements to measure water quantity savings. The project promotes conservation practices and MRCD provides support to NRCS to determine eligible producers for NRCS conservation assistance application submission, and if selected for an award, MRCD collaborates with NRCS to successfully complete an RCPP project. Resource Areas include soil quality limitations, source Water Depletion, weather resilience and wind and water erosion.

TEAMRCD Irrigation Mobile Lab and Grower Training Project

Signature



Darcy Cook

District Manager

darcy@missionrcd.org

760.728.1332

MISSION RCD STAFF RESUMES

Education

Bachelor of Arts in Sociology

January 2002 - July 2004

Bachelor of Arts in Women's Studies

University of California Riverside - UCR Riverside, California

Mission RCD Water Conservation Program Manager

2021-present

A critical member of the MRCD Team, manages daily operations and reports to the District Manager. Manages MRCD's agriculture and landscape water conservation programs. Program areas include San Diego County and Orange County. Ani trains new staff and oversees their progress.

- Manages complex scheduling and appointments
- Manages complex invoicing data, platforms and schedules
- Manages daily operating activity of program workload
- Provides a strong alliance and a liaison between program management and staff
- Maintains a high level of accuracy with data entry, invoicing, reporting and correspondence
- Excellent customer service skills with customers, agencies and staff
- Excellent computer software skills (MS Office Suite, Outlook, Mosaiq)

K.W. Properties

2013-2019

Property Manager, Costa Mesa, CA

Managed 6 properties intended for short term leasing (Airbnb/Vrbo) on behalf of property owner.

- Managed master calendar for all properties on multiple websites.
- Responsible for arranging all housekeeping and maintenance services during and after occupancies.
- Respond to all online inquiries regarding availability and general information.
- Conducted phone interviews with all prospective tenants.
- Prepared/drafted and implemented all lease agreements.
- Collected and processed payments.
- Provided excellent tenant service. Responded to tenant requests/problems in a timely and courteous manner. Follow-up with tenant to ensure satisfactory resolution to issues.

Optima Diagnostic Imaging 2012- 2013

Patient Coordinator, Beverly Hills Cancer and Health Center, Los Angeles, CA

Provided administrative and clerical services in order to ensure effective and efficient daily operations. Responsible for planning, organizing, and coordinating daily operations to

ensure quality patient care and facility operations. Conveyed a positive image of the clinic and exhibited values of respect, integrity, innovation, and compassion.

- Planned, organized, directed, and scheduled patients' appointments.
- Monitored daily operating activity of the department and clinic, such as workload, staff productivity, phone calls, faxes, email, etc.
- Provided a strong alliance and acted as a liaison between medical staff (including physicians), all ancillary departments of the clinic, and patients.
- Maintained a high level of accuracy and confidentiality concerning financial, patient, and employee files.
- Followed all Clinic and HIPAA regulations
- Excellent customer service skills with both staff and patients.
- Learned and stayed current on all computer software (Outlook, Mosaiq, Word, Excel, ClearCanvas).

Varian Medical Systems

2016-2012

Order Processor/Logistics Customer Support, Las Vegas, Nevada

Interacted with customers, company sales, and service representatives to handle a variety of pre-sales and post-sales service functions related to domestic or international order processing.

- Processed orders for materials for both domestic and international requests in accordance with company policy and practice.
- Coordinated and performed activities such as order entry, order acknowledgement, order revision, and preparation of shipping documents.
- Received customer requests and prepared documents related to processing returns (RMA), service, and exchanges.
- Updated databases with status of returned materials issues and accounts for returns inventory.
- Recorded and reported the status of equipment returns, repairs, replacements, sales orders, and delivery schedules.
- Handled requests for additional company materials.
- Maintained records of returns, schedule changes, product enhancements, changes, and product pricing.
- Coordinated with suppliers on ordering and scheduling of orders subject to critical delivery dates as required.
- Prepared reports from the Order Processing System for management and other departments.
- Trained new employees in company and department procedures.

Experienced agriculture professional with extensive irrigation, soil and carbon farm planning knowledge. Work experience includes irrigation system design, vineyard and orchard design and management, knowledge of native plants and landscape management. Proficient with MS Office, ArcGIS, and business platforms. Jameson has a high work ethic and is dependable and trustworthy.

Mission RCD Senior Agriculture Irrigation Evaluator **2021 - present**

Jameson has supported MRCD's landscape irrigation programs since 2022 and carries out the day-to-day activities necessary to successfully conduct agriculture irrigation evaluations, mapping and reporting. Service areas include San Diego County and Riverside Counties.

Education

Bachelor of Arts: Environmental Studies California State University San Marcos - San Marcos, CA	May 2021
Certificate of Completion: Carbon Farming Planning Carbon Capture Institute – Davis, CA	May 2023
Certificate of Completion: QWEL Training San Diego County Water Authority – San Diego, CA	Nov 2022
Certificate of Completion: Physical Science of Forests Short Course Michigan State University – East Lansing, MI	Apr 2020
Associate of Science: Nursery Crop and Horticulture Production MiraCosta College - Oceanside, CA	May 2019
Associate of Arts: Social and Behavioral Sciences MiraCosta College - Oceanside, CA	May 2018
Certificate of Achievement: Archaeological Excavation Palomar College – San Marcos, CA	Dec 2009

Professional Agricultural Experience

Owner/Operator, Cuttings Edge – Valley Center, CA March 2013 to Present

- Oversee management of seedling propagation, grafting, vineyard and orchard design, irrigation installation, crop planning/budgeting, and Grant implementation
- Greenhouse design and construction
- Expertise in applying for and completing Turf Removal Rebates through SoCal Watersmart for turf Removal up to 5,000 sq. ft., Rebate Acquisition up to 30,000 sq. ft.
- Experience writing, obtaining and managing Carbon Tax funded grants.
- Demonstrated proficiency in ArcGIS, iTree online, ESRI platform software.
- Demonstrated proficiency in data base management and analysis, and meta-analysis of soil samples as part of a whole systems land care program for soil health
- Media recognition for achievement in the Forestry Source Newspaper (June 2020)

Director, Garden Committee for Environmental Stewards Association CSUSM-San Marcos, CA 07/2019 to 07/2020

- Designed Campus Rainworks project and
- built a hoop house for CSUSM Sustainable Food Project.
- CSUSM Newsletter recognition for achievement at Cal State San Marcos (January 2019)

Landscape Technician, Advanced Landscape Management – Pauma Valley, CA 2014 - 2017

- Landscape architecture, Tree Planting, Maintenance
- Turf Removal up to 9000 sq. ft.

Grant Management Experience

Project Director for Carbon Tax Funded Grants

Grant awardee CDFA Healthy Soils Program for Compost/Mulch/hedgerows

- \$11,088 for 1.4 acre farm in Valley Center (2019-2022)
- \$18,950 for 2.5 acre Vineyard in Valley Center (2022-2025)
- Turf Rebate Removal Program awards from SocialWatersmart
 - \$18,000 for 9,000 square foot removal (2015)
 - \$10,000 for 5,000 square foot removal (2019)
 - \$9,000 for 3,000 square foot removal (2021)

Participating investigator for Food Waste Warriors funded by (World Wildlife Foundation) (\$5000 min-grant)

- Demonstrated proficiency in database management and analysis of food waste data as part of a larger nationwide synthesis.
- Partnership collaboration with BCK Programs in Encinitas to develop food waste recycling system/curriculum on-site at each of 9 elementary schools with full composting capabilities

Leadership and Awards

- Annie's Sustainable Agriculture Scholarship Winner (2019-2020) \$20,000
- Director of Garden Committee for Environmental Stewards Association at CSUSM (2019-20)
- Awarded MiraCosta College Horticulture Club Scholarship (2018-2019, 2019-2020)
- Phi Theta Kappa, Alpha Chi Lambda Chapter (since January 2018)
- CANERS Scholarship (2018-2019, 2019-2020)
- Fallbrook Garden Club Scholarship (2018-2019)
- Dos Valles Garden Club Scholarship (2018-2019)
- Carlsbad Garden Club Scholarship (2018-2019)

Related Professional Experience

- Education in Horticulture, Sustainable Agriculture and Natural Resource Conservation
- Bi-lingual in Spanish and English.
- Outstanding Physical Ability- Proven capability for extensive physical exertion.

Instructional Aide, Valley Center-Pauma Unified School District – Valley Center, CA 2011- 2012

- Provided support for teachers and instructors.
- Implemented bilingual reading, writing, math and science programs.
- Assessed student's performance and provided support for their success

Archeological Excavation experience

July 2009, 2010

Maya Research Program – Blue Creek, Belize

- Hardwood Tropical Forest Removal while on digs in Mexico, Belize and Guatemala.
- Shadowed Expert Central America Cartographer Marc Wolf for expeditionary Survey.
- Effectively worked independently and as a leader of co-worker teams.
- Received training in cartography and GIS mapping.

Experienced professional at all facets of Sports Turf, Landscape, City Park, and Golf Course Maintenance. Work experience includes construction, design, maintenance, installation, trouble shooting, inspection, and the supervision of 20 to 50+ person crew. Proficient computer skills with MS Office, Calsense, RainBird Maxi, Toro Network 8000 Centralized Irrigation Systems, Microsoft Word, Excel, and Public Stuff work Order programs. Joel has a high work ethic and is dependable and trustworthy.

Mission RCD Senior Irrigation Evaluator 2021-present

Joel has supported MRCD's landscape irrigation programs since 2021, and carries out the day-to-day activities necessary to successfully conduct irrigation evaluations, mapping and reporting. Service areas include San Diego County and Orange County. Joel trains new staff and oversees their progress.

- Irrigation system evaluation
- Pre-and-post turf inspections
- Reports and follow-up visits

Maintenance Supervisor 2011-2020

Maintenance Supervisor for the City of Oceanside, where he oversaw all operations of the City Parks, the Street Tree Program, the Median Program, the Beach and Pier operation and maintenance. Duties included:

Oversight of the Parks Service Contract

- Scheduling the Day-to-Day Operations for the City Crews
- Inspections for Quality/Quantity of work
- Writing and implementing of various schedules from work, Irrigation, fertilizing etc...
- Training (safety etc...)
- Identifying areas in need of additional work
- Presenting proposals for recommended and/or needed work
- Prioritizing and addressing Citizens' concerns (in a timely fashion)
- Working with outside Organizations (Baseball, Soccer leagues etc...)
- Purchasing and Receiving
- Weekly Walk-thru with Contractors
- Overseeing the Maintenance Specialist that monitors the City Street Tree Program which consists of approximately 65,000 Street Trees
- Project Manager to multiple irrigation and landscape projects throughout the City
- Overseeing the Maintenance Specialist that monitors the Median Landscape Maintenance Program which consist of:
 - Approximately 15 acres of landscaped Medians and slopes
 - The landscape at 8 Fire Stations
 - Approximately 3 miles of Coastal Rail Trails
- Overseeing the Maintenance Specialist that monitors the Beach & Pier operation and maintenance which consists of:
 - Approximately 3 miles of Beach
 - Special Events (Concerts, Iron Man, etc...)
 - Several small parks / parking-lots / beach access points
 - Working with State & Federal Agencies (Coastal Commission / Army Corp of Engineers) on the preservation of coastal wild life and habitat

- The Oceanside Pier (entire structure)
- Implementing, managing, and overseeing a 4 million dollar budget for all 4 Programs
- Overseeing the maintenance of several City Buildings and Structures which consists of:
 - 23 Public Restrooms
 - 1 office building which houses the Beach, Pier, and Police Personnel
 - 10 Gazebos within the Parks/Beach
 - 1 Beach Amphitheater
 - Life Guard Headquarters

Sports Turf Manager 2000-2002

Sports Turf Manager for TruGreen LandCare, is responsible for the maintenance and care of the Arco Olympic Training Center. Duties Included:

- Oversight of the maintenance of the Center, 160 acres
- Maintaining 4 soccer fields, 2 softball fields, a 5 acre archery range, the track, and the throwing field to the Olympic and National specification and regulations.
- Identifying areas in need of additional work and making recommendations.
- Preparing and presenting bids and proposals for recommended and/or needed work.
- Caring for native plant material in all areas and slopes.
- Weekly walk-thru.
- Managing a Toro Network 8000 Central Irrigation System.

Landscape and Golf Course Management

Led the construction of a Ted Robinson 18 hole Championship Golf Course. This project finished under budget and on schedule. Responsibilities included:

- Installation of a Rainbird Maxi 5 Irrigation System.
- The planting of over 4000 trees, shrubs, and ground cover
- The installation of over 5 miles of golf cart path
- The Construction of a 15,000 sqft maintenance building* The supervision of a 50+ crew *
Preparing bids for work to be done.
- Monitoring the environmental impact of the construction and working with Ogden Environmental to maintain as much of the area's natural environment as possible.

Experienced environmental professional with extensive horticulture, pollinator and native plant knowledge. Work experience includes project management, educational resources development and workshop planning. Excellent computer skills including MS Office, WordPress, Adobe Creative Suite, social media, copywriting, blogging, ArcGIS, and business platforms. Lisa has a high work ethic and is dependable and trustworthy.

Mission RCD Natural Resource Program Manager

2021 - present

Lisa has supported MRCD's natural resource programs since 2022, and manages a suite of pollinator habitat implementation programs. Service areas include San Diego County and Riverside Counties.

Education

In progress in Biological Sciences

Palomar College - San Marcos, CA
September 2019 to Present

Certificate in Soil Food Web Lab Tech

Soil Food Web School - Remote
August 2021 to December 2021

Certificate in Plant Disease Diagnosis

Oregon State University - Remote
September 2016 to December 2016

Certificate with Honors in Nutrition Consultant

Bauman College - Remote April 2013 to November
2014

Certificate in Sustainable Farming

Wild Willow Farm and Education Center - San Diego, CA
January 2013 to April 2013

B.A. in History

UC - San Diego, CA
September 1997 to June 2001

Professional Experience

Horticulturist

Pearson's Gardens - Vista, CA February 2018 to Present

- Assisting guests with plant selection, garden design, coaching, and resources for organic and

ecological gardening.

- Propagating, hand-watering, and fertilizing of nursery stock.
- Employing integrative pest management practices.

Nursery Professional

Armstrong Garden Center - Temecula, CA March 2016 to June 2017

- Assisted guests with all plant questions.
- Received/stocked material.
- Sold landscape design packages.
- Hand-watered indoor and outdoor plants.

Nutrition Consultant

Marquis Pilates & Fitness - San Diego, CA May 2012 to November 2014

- Welcomed and scheduled guests for classes.
- Completed Nutrition Consultant Internship by teaching free Nutrition classes.
- Managed studio Wordpress blog and Facebook page.
- Designed marketing collateral.

Inflight Crew

Jetblue Airways - Boston, MA March 2006 to October 2011

- Worked as a team with other inflight crew, pilots, and customer service to ensure the safety and comfort of passengers.
- Maintained FAA certification, and completed recurrent training each year for medical and other onboard emergencies.

MISSION RESOURCE CONSERVATION DISTRICT, San Diego, CA 2020 - present
District Manager of a California Conservation District promoting and providing technical assistance for conservation of soil, water and natural resources in northern San Diego county.

- Serves as the day-to-day manager and works with the Board of Directors to carry out the District's mission and responsibilities.
- Identifies and manages fundraising and grant applications.
- Develops and coordinates programs and outreach in keeping with the District mission.
- Hires and supervises staff.
- Oversees financial administration and the annual budget.

DGC CONSULTING, San Diego CA 2014 - present
Independent Consultant supporting blue tech and environmental start-ups and nonprofits with market and regulatory research, technical writing, strategic planning and development approaches.

- Researched and analyzed international policies, regulations and practices for ballast water management and cruise industry infringements.
- Researched sourcing and permitting of juvenile donor fish for a cultured aquaculture startup.
- Developed documentation, procedures and processes for an academic Maker Space.
- Analyzed and developed a crowdfunding strategy to increase funds for a wave energy start-up.
- Initiated and manage strategic relationships engaging thought leaders for a blue tech nonprofit.
- Wrote and edited CDMRP, NIH and Navy SBIR proposals for early-stage companies.
- Designed and coordinated UCSD internships, increasing participation in a blue tech nonprofit.
- Wrote a blog series profiling local sustainable food innovators.

LEIDOS, McCallie Associates, NIDS Program, San Diego CA 2015 - 2017
Technical Writer and Process Engineer for a \$35M classified agile SW development program.

- Managed project document deliverables, ensuring contractual requirements, military and industry standards and deadlines were met.
- Updated and managed project operating procedures, process improvement activities, auditing requirements, reporting and CMMI Assessments to maintain level 3 maturity status.
- Administered program SharePoint site for effective team collaboration and document archiving.
- Managed on-boarding and coordination of new SW development hires in a secure facility.
- Planned high-level classified program meetings and SW product demonstrations coordinating with management, technical staff, facilities, security, government customers and subcontractors.

LEIDOS, Marine Operations Division, San Diego CA 2013 - 2015
Development and Document Specialist for a \$6M maritime operations division.

- Identified, analyzed and developed maritime, energy and environmental business opportunities.
- Led complex proposal development for commercial and government projects.
- Coordinated Internal Research and Development projects, coordinating information, resources and equipment, liaised with corporate, university and government researchers and staff.

- Researched, evaluated and provided guidance on government and science policy, regulations, technology trends, market opportunities, players and challenges to support strategic planning.
- Wrote offshore survey and subsea cable installation project reports, ensuring adherence to contractual requirements and military standards.

PROFESSIONAL ACTIVITIES

Graduate School of Global Policy and Strategy, UC San Diego, La Jolla CA

Alumni Board Member and Co-Founder of a Career Mentoring Program (current and past)

Berry Good Food Foundation, San Diego CA

Advisory Member, School Garden Grants for a local sustainable food nonprofit (current)

Hubbs-SeaWorld Research Institute, San Diego CA (past)

Fundraising Planning Committee Member for marine research nonprofit

San Diego Food Systems Alliance, San Diego CA (past)

Leadership Council Member for a local sustainable food justice nonprofit (past)

The Maritime Alliance, San Diego CA (past)

Business Analyst, Port Working Group, for a blue tech industry association

Rob Machado Foundation, Cardiff CA (past)

Representative for Cardiff Schools, sustainability and ocean programs

Scripps Institution of Oceanography, Marine Vertebrates Collection, UC San Diego, La Jolla CA

Museum Scientist and Assistant Curator, specialized in mid-water and deep-sea ichthyology

EDUCATION

Recent Coursework, Graduate School of Global Policy and Strategy, UC San Diego, La Jolla CA

- *Managing Globalization*, Webinar Series, Fall 2019
- *Designing Policy for Global Impact*, Webinar Series, Fall 2018
- *Technology Assessment for Policy and Management: Synthetic Biology*, Winter 2018
- *Certificate in Entrepreneurship*, Fall 2017
- *Intro to Algae*, Online Course, Spring 2017

UC San Diego, La Jolla CA

Master of International Policy, Graduate School of Global Policy and Strategy

Focus: Environmental Policy; Language: Mandarin

Bachelor's Degree in Literature, Minor in Biology, Languages studied: French and Spanish

MISSION RCD INSURANCE CERTIFICATES

NON-MEMBER'S CERTIFICATE OF COVERAGE

Issue Date
7/1/2022

Provider
Special District Risk Management Authority
1112 'I' Street, Suite 300
Sacramento, California 95814
800.537.7790 www.sdrma.org



Member
Mission Resource Conservation District
130 E. Alvarado Street
Fallbrook, California 92028

Member Number: 7071
Certificate Number: 56

This is to certify that coverages listed below have been issued to the Member named above for the period indicated. This certificate is not an insurance policy or an agreement of coverage and does not amend, extend or alter the coverage afforded by the agreements listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage described herein is subject to all the terms, exclusions, and conditions of the specific coverage document. This certificate of coverage evidences the limits of liability in effect at the inception of the agreements shown; limits shown may have been reduced by paid claims. This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits
Auto Liability Auto Bodily Injury Auto Property Damage	LCA-SDRMA-202223	7/1/2022	7/1/2023	Per Occurrence \$2,000,000 \$2,000,000
General Liability Bodily Injury Property Damage	LCA-SDRMA-202223	7/1/2022	7/1/2023	Per Occurrence \$2,000,000 \$2,000,000

San Diego County Water Authority, its directors, officers, employees and agents are named as additional covered parties with respect to the Right of Entry Permit #2017-039 for the purpose of the Water Authority's easement and right of way.

Cancellation: Should any of the above-described policies be cancelled before the expiration dates thereof, the issuing company will endeavor to mail 30 days written notice to the above-named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

Certificate Dates:	Effective Date 7/1/2022	Expiration Date 7/1/2023	Certificate Type:	<input checked="" type="checkbox"/> Additional Covered Party <input type="checkbox"/> Loss Payee <input type="checkbox"/> Evidence of Coverage
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Certificate Holder
San Diego County Water Authority
4677 Overland Avenue
San Diego, CA 92123

Laura S. Gill

Laura S. Gill - Chief Executive Officer
Page 99 of 383

This endorsement changes the Liability Coverage Agreement. Please read it carefully.

COVERAGE PERIOD: **7/1/2022 through 7/1/2023**

MEMBER AGENCY

Mission Resource Conservation District
130 E. Alvarado Street
Fallbrook, California 92028

ADDITIONAL COVERED PARTY

San Diego County Water Authority
4677 Overland Avenue
San Diego, CA 92123

This endorsement modifies the Liability Coverage Agreement provided under the following:

Auto Liability - Auto Bodily Injury - LCA-SDRMA-202223 - Per Occurrence - \$2,000,000

Auto Liability - Auto Property Damage - LCA-SDRMA-202223 - Per Occurrence - \$2,000,000

General Liability - Bodily Injury - LCA-SDRMA-202223 - Per Occurrence - \$2,000,000

General Liability - Property Damage - LCA-SDRMA-202223 - Per Occurrence - \$2,000,000

It is hereby agreed that this endorsement is added to the Liability Coverage Agreement issued to **Mission Resource Conservation District** by Special District Risk Management Authority ("SDRMA") adding the following as an Additional Covered Party:

San Diego County Water Authority, its directors, officers, employees and agents are named as additional covered parties with respect to the Right of Entry Permit #2017-039 for the purpose of the Water Authority's easement and right of way.

The coverage afforded by this endorsement is afforded only as limited above and provided further that this coverage does not apply to the sole negligence of the Additional Covered Party. In addition, Coverage shall not apply to liability for the active negligence of the Additional Covered Party in any case where an agreement to indemnify the Additional Covered Party would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Unless required by the Agreement identified above, coverage afforded by this endorsement shall be excess and non-contributory with respect to any other valid and collectible insurance or risk financing providing coverage to the Additional Covered Party, including any self-insured retention the Additional Covered Party may have, and any other insurance or risk financing providing coverage to the Additional Covered Party shall be considered primary to this coverage. If required by a contract between the SDRMA Member named above and the Additional Covered Party, the coverage afforded by this endorsement shall be primary with respect to any other valid and collectible insurance or risk financing providing coverage to the Additional Covered Party, including any self-insured retention the Additional Covered Party may have, and any other insurance or risk financing providing coverage to the Additional Covered Party shall be considered excess to this coverage. All other terms and conditions remained unchanged.

Coverage provided by this endorsement, under the terms, conditions and exclusions contained in the Liability Coverage Agreement issued by SDRMA to the Member named above shall not be reduced or canceled without 30 days written notice given to the Additional Covered Party via certified mail.

THIS ENDORSEMENT CHANGES THE LIABILITY COVERAGE AGREEMENT. PLEASE READ IT CAREFULLY.

The inclusion of more than one **Covered Party** shall not operate to impair the rights of one Covered Party against another Covered Party and the coverages afforded shall apply as though separate policies have been issued to each Covered Party except that the inclusion of more than one covered party shall not increase the limit of liability of SDRMA.

Effective date of this endorsement is: 7/1/2022

SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

Signed by: _____



Laura S. Gill - Chief Executive Officer

NON-MEMBER'S CERTIFICATE OF COVERAGE

Issue Date
7/1/2022

Provider
Special District Risk Management Authority
1112 'I' Street, Suite 300
Sacramento, California 95814
800.537.7790 www.sdrma.org



Member
Mission Resource Conservation District
130 E. Alvarado Street
Fallbrook, California 92028

Member Number: 7071
Certificate Number: 178

This is to certify that coverages listed below have been issued to the Member named above for the period indicated. This certificate is not an insurance policy or an agreement of coverage and does not amend, extend or alter the coverage afforded by the agreements listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage described herein is subject to all the terms, exclusions, and conditions of the specific coverage document. This certificate of coverage evidences the limits of liability in effect at the inception of the agreements shown; limits shown may have been reduced by paid claims. This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits	
Auto Liability Auto Bodily Injury Auto Property Damage	LCA-SDRMA-202223	7/1/2022	7/1/2023	Per Occurrence	\$1,000,000 \$1,000,000
General Liability Bodily Injury Property Damage	LCA-SDRMA-202223	7/1/2022	7/1/2023	Per Occurrence	\$1,000,000 \$1,000,000

San Diego County Water Authority, its directors, officers, employees and agents are named as additional covered parties with respect to the Professional Services Agreement to provide as-needed water-use-efficiency field services and program administration for the WaterSmart Field Services Program and program administration for the Water Management Agricultural Program.

Cancellation: Should any of the above-described policies be cancelled before the expiration dates thereof, the issuing company will endeavor to mail 30 days written notice to the above-named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

Certificate Dates:	Effective Date 7/1/2022	Expiration Date 7/1/2023	Certificate Type:	<input checked="" type="checkbox"/> Additional Covered Party <input type="checkbox"/> Loss Payee <input type="checkbox"/> Evidence of Coverage
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Certificate Holder
San Diego County Water Authority
Ms. Chris Elmquist
4677 Overland Avenue
San Diego, CA 92123

Laura S. Gill

Laura S. Gill - Chief Executive Officer
Page 101 of 383

This endorsement changes the Liability Coverage Agreement. Please read it carefully.

COVERAGE PERIOD: **7/1/2022 through 7/1/2023**

MEMBER AGENCY

Mission Resource Conservation District
130 E. Alvarado Street
Fallbrook, California 92028

ADDITIONAL COVERED PARTY

San Diego County Water Authority
Ms. Chris Elmquist
4677 Overland Avenue
San Diego, CA 92123

This endorsement modifies the Liability Coverage Agreement provided under the following:

Auto Liability - Auto Bodily Injury - LCA-SDRMA-202223 - Per Occurrence - \$1,000,000

Auto Liability - Auto Property Damage - LCA-SDRMA-202223 - Per Occurrence - \$1,000,000

General Liability - Bodily Injury - LCA-SDRMA-202223 - Per Occurrence - \$1,000,000

General Liability - Property Damage - LCA-SDRMA-202223 - Per Occurrence - \$1,000,000

It is hereby agreed that this endorsement is added to the Liability Coverage Agreement issued to **Mission Resource Conservation District** by Special District Risk Management Authority ("SDRMA") adding the following as an Additional Covered Party:

San Diego County Water Authority, its directors, officers, employees and agents are named as additional covered parties with respect to the Professional Services Agreement to provide as-needed water-use-efficiency field services and program administration for the WaterSmart Field Services Program and program administration for the Water Management Agricultural Program.

The coverage afforded by this endorsement is afforded only as limited above and provided further that this coverage does not apply to the sole negligence of the Additional Covered Party. In addition, Coverage shall not apply to liability for the active negligence of the Additional Covered Party in any case where an agreement to indemnify the Additional Covered Party would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Unless required by the Agreement identified above, coverage afforded by this endorsement shall be excess and non-contributory with respect to any other valid and collectible insurance or risk financing providing coverage to the Additional Covered Party, including any self-insured retention the Additional Covered Party may have, and any other insurance or risk financing providing coverage to the Additional Covered Party shall be considered primary to this coverage. If required by a contract between the SDRMA Member named above and the Additional Covered Party, the coverage afforded by this endorsement shall be primary with respect to any other valid and collectible insurance or risk financing providing coverage to the Additional Covered Party, including any self-insured retention the Additional Covered Party may have, and any other insurance or risk financing providing coverage to the Additional Covered Party shall be considered excess to this coverage. All other terms and conditions remained unchanged.

Coverage provided by this endorsement, under the terms, conditions and exclusions contained in the Liability Coverage Agreement issued by SDRMA to the Member named above shall not be reduced or canceled without 30 days written notice given to the Additional Covered Party via certified mail.

THIS ENDORSEMENT CHANGES THE LIABILITY COVERAGE AGREEMENT. PLEASE READ IT CAREFULLY.

The inclusion of more than one **Covered Party** shall not operate to impair the rights of one Covered Party against another Covered Party and the coverages afforded shall apply as though separate policies have been issued to each Covered Party except that the inclusion of more than one covered party shall not increase the limit of liability of SDRMA.

Effective date of this endorsement is: 7/1/2022

Signed by: _____



Laura S. Gill - Chief Executive Officer

This endorsement changes the Liability Coverage Agreement. Please read it carefully.

COVERAGE PERIOD: **7/1/2022 through 7/1/2023**

MEMBER AGENCY

Mission Resource Conservation District
130 E. Alvarado Street
Fallbrook, California 92028

ADDITIONAL COVERED PARTY

Municipal Water District of Orange County; Attn: Sam Fetter
18700 Ward Street
Fountain Valley, CA 92708

This endorsement modifies the Liability Coverage Agreement provided under the following:

General Liability - Bodily Injury - LCA-SDRMA-202223 - Per Occurrence - \$2,500,000

General Liability - Property Damage - LCA-SDRMA-202223 - Per Occurrence - \$2,500,000

It is hereby agreed that this endorsement is added to the Liability Coverage Agreement issued to **Mission Resource Conservation District** by Special District Risk Management Authority ("SDRMA") adding the following as an Additional Covered Party:

Municipal Water District of Orange County is named as an additional covered party in respect to the agreement for installation verification and data recording services with Mission Resource Conservation District.

The coverage afforded by this endorsement is afforded only as limited above and provided further that this coverage does not apply to the sole negligence of the Additional Covered Party. In addition, Coverage shall not apply to liability for the active negligence of the Additional Covered Party in any case where an agreement to indemnify the Additional Covered Party would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Unless required by the Agreement identified above, coverage afforded by this endorsement shall be excess and non-contributory with respect to any other valid and collectible insurance or risk financing providing coverage to the Additional Covered Party, including any self-insured retention the Additional Covered Party may have, and any other insurance or risk financing providing coverage to the Additional Covered Party shall be considered primary to this coverage. If required by a contract between the SDRMA Member named above and the Additional Covered Party, the coverage afforded by this endorsement shall be primary with respect to any other valid and collectible insurance or risk financing providing coverage to the Additional Covered Party, including any self-insured retention the Additional Covered Party may have, and any other insurance or risk financing providing coverage to the Additional Covered Party shall be considered excess to this coverage. All other terms and conditions remained unchanged.

Coverage provided by this endorsement, under the terms, conditions and exclusions contained in the Liability Coverage Agreement issued by SDRMA to the Member named above shall not be reduced or canceled without 30 days written notice given to the Additional Covered Party via certified mail.

THIS ENDORSEMENT CHANGES THE LIABILITY COVERAGE AGREEMENT. PLEASE READ IT CAREFULLY.

The inclusion of more than one **Covered Party** shall not operate to impair the rights of one Covered Party against another Covered Party and the coverages afforded shall apply as though separate policies have been issued to each Covered Party except that the inclusion of more than one covered party shall not increase the limit of liability of SDRMA.

Effective date of this endorsement is: 7/1/2022

SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

Signed by: _____



Laura S. Gill - Chief Executive Officer

PROFESSIONAL SERVICE AGREEMENT

for

(Fill in here)

Between

Temecula-Elsinore Anza Murrieta

Resource Conservation District (TEAM RCD)

and

(Fill in here)

TABLE OF CONTENTS

INTRODUCTION	3
RECITALS.....	Error! Bookmark not defined.
SECTION 1 - RECITALS INCORPORATED.....	3
SECTION 2 - DESCRIPTION OF SERVICES	3
SECTION 3 - PERIOD OF PERFORMANCE.....	3
SECTION 4 – COMPENSATION	4
SECTION 5 – ALTERATION OR CHANGES TO THE AGREEMENT.....	5
SECTION 6 - TERMINATION.....	6
SECTION 7 – OWNERSHIP/USE OF CONTRACT MATERIALS AND PRODUCTS.....	6
SECTION 8 – CONDUCT OF CONTRACTOR	7
SECTION 9 – INSPECTION OF SERVICE; QUALITY CONTROL.....	7
SECTION 10 – INDEPENDENT CONTRACTOR/EMPLOYMENT ELIGIBILITY.....	8
SECTION 11 – SUBCONTRACT FOR WORK OR SERVICES.....	9
SECTION 12 - DISPUTES.....	9
SECTION 13 – LICENSING AND PERMITS.....	9
SECTION 14 – USE BY OTHER POLITICAL ENTITIES.....	Error! Bookmark not defined.
SECTION 15 – NON-DISCRIMINATION.....	9
SECTION 16 – RECORDS AND DOCUMENTS	10
SECTION 17 – CONFIDENTIALITY	10
SECTION 18 – ADMINISTRATION/CONTRACT LIASON	11
SECTION 19 - NOTICES.....	11
SECTION 20 – FORCE MAJEURE.....	11
SECTION 21 – EDD REPORTING REQUIREMENTS	11
SECTION 22 – HOLD HARMLESS/INDEMNIFICATION.....	12
SECTION 23 – INSURANCE	12
SECTION 24 – GENERAL	15
EXHIBIT A.....	18
EXHIBIT B.....	19

INTRODUCTION

This Agreement (“Agreement”) is made and entered into by and between the Temecula-Elsinore Anza Murrieta Resources Conservation District (TEAM RCD) and [fill in here] (“CONTRACTOR”) and shall become effective upon the term set forth herein. TEAM RCD and CONTRACTOR are sometimes referred to in this Agreement individually as a “party” or collectively as “parties.”

NOW THEREFORE, the parties hereto mutually agree as follows:

SECTION 1 - RECITALS INCORPORATED

The foregoing recitals are incorporated herein and made a part of this Agreement by this reference.

SECTION 2 - DESCRIPTION OF SERVICES

- 2.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, attached hereto and incorporated herein by reference and at the prices stated in Exhibit B, Payment Provisions, attached hereto and incorporated herein by reference.
- 2.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the TEAM RCD relies upon CONTRACTOR’s representation. CONTRACTOR shall perform to the satisfaction of the TEAM RCD and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.
- 2.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform such work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement to TEAM RCD unless otherwise amended as part of this Agreement.
- 2.4 Acceptance by the TEAM RCD of the CONTRACTOR’s performance under this Agreement does not operate as a release of CONTRACTOR’s responsibility for full compliance with the terms of this Agreement.

SECTION 3 - PERIOD OF PERFORMANCE

- 3.1 This Agreement shall be effective upon signature by all parties and continues in effect through [fill in date here]. This Agreement may be renewed annually in one-year increments for an additional four years, by written amendment and agreement by all parties, unless terminated earlier. [note I can also alter this to be an automatic renewal for a

certain number of years – while I prefer choosing to renew versus “Evergreen” Agreements – we could do that if we have an outside date in mind] CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

SECTION 4 – COMPENSATION

- 4.1 The TEAM RCD shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by TEAM RCD to CONTRACTOR shall not exceed XXXXX Dollars (\$) including all expenses. [note you do not per se need a max cap] The TEAM RCD is not responsible for any fees or costs incurred above or beyond the contracted amount specified in this Agreement and shall have no obligation to purchase any specified amount or number of services or products. Unless otherwise specifically stated in Exhibit B, TEAM RCD shall not be responsible for payment of any of CONTRACTOR’s expenses related to this Agreement.
- 4.2 No price increases will be permitted during the first year of this Agreement. Any and all price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the TEAM RCD. The TEAM RCD requires written proof satisfactory to TEAM RCD of cost increases prior to consideration of any price increase requested by CONTRACTOR. After the first year of the award, a minimum of 30-days advance notice in writing by CONTRACTOR is required for any price increase to be considered by TEAM RCD. All price increases are contingent upon approval by the TEAM RCD Board of Directors. No retroactive price increases will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual price increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and shall be subject to a satisfactory performance review by the TEAM RCD and contingent upon the availability of budget funding by the TEAM RCD Board of Directors for any approval of a price increase for this Agreement.
- 4.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to TEAM RCD by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and TEAM RCD shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery

of materials or products, and acceptance has been made by TEAM RCD. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

[include contact address and email etc here]

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses; Agreement number; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

4.4 The TEAM RCD obligation for payment of this Agreement beyond the current fiscal year end is contingent upon, and limited by, the availability of TEAM RCD funding from which payment can be made, and invoices shall be rendered “monthly” in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the TEAM RCD shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. If such funds are not forthcoming for any reason, TEAM RCD shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

SECTION 5 – ALTERATION OR CHANGES TO THE AGREEMENT

- 5.1 The TEAM RCD Board of Directors, and/or their designees, are the only authorized TEAM RCD representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.
- 5.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the TEAM RCD decides that the facts provide sufficient justification, TEAM RCD may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5.3 This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

SECTION 6 - TERMINATION

6.1. TEAM RCD may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

6.2 TEAM RCD may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the TEAM RCD may proceed with the work in any manner deemed proper by TEAM RCD.

6.3 After receipt of the notice of termination, CONTRACTOR shall:

(a) Stop all work under this Agreement on the date specified in the notice of termination; and

(b) Transfer to TEAM RCD and deliver in the manner as directed by TEAM RCD any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to TEAM RCD.

6.4 After termination, TEAM RCD shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

6.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

6.6 The rights and remedies of TEAM RCD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

SECTION 7 – OWNERSHIP/USE OF CONTRACT MATERIALS AND PRODUCTS

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by TEAM RCD pursuant to this Agreement shall be the sole property of the TEAM RCD. The material, reports or products may be used by the TEAM RCD for any purpose that the TEAM RCD deems to be appropriate, including, but not limit to, duplication and/or distribution within the TEAM RCD or to third parties. CONTRACTOR agrees not to release

or circulate in whole or part such materials, reports, or products without prior written authorization of the TEAM RCD.

SECTION 8 – CONDUCT OF CONTRACTOR

- 8.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the TEAM RCD of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the TEAM RCD's interests.
- 8.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 8.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to TEAM RCD employees or directors.

SECTION 9 – INSPECTION OF SERVICE; QUALITY CONTROL

- 9.1 All performance (which includes services, workmanship, materials, supplies, and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the TEAM RCD or other regulatory agencies. The CONTRACTOR shall provide adequate cooperation to any inspector or other TEAM RCD representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the TEAM RCD shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the TEAM RCD. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the TEAM RCD shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The TEAM RCD may also terminate this

Agreement for default and charge to CONTRACTOR any costs incurred by the TEAM RCD because of the CONTRACTOR's failure to perform.

- 9.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a TEAM RCD representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

SECTION 10 – INDEPENDENT CONTRACTOR/EMPLOYMENT ELIGIBILITY

- 10.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the TEAM RCD. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which TEAM RCD employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold TEAM RCD harmless from any and all claims that may be made against TEAM RCD based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of TEAM RCD merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.
- 10.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

SECTION 11 – SUBCONTRACT FOR WORK OR SERVICES

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the TEAM RCD; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

SECTION 12 - DISPUTES

- 12.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the TEAM RCD's Board of Directors who shall furnish the decision in writing. The decision of the TEAM RCD shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.
- 12.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

SECTION 13 – LICENSING AND PERMITS

CONTRACTOR shall comply with all State or other licensing requirements, including, but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the TEAM RCD. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction and shall maintain these throughout the term of this Agreement.

SECTION 14 – NON-DISCRIMINATION

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group

identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

SECTION 15 – RECORDS AND DOCUMENTS

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or County agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the TEAM RCD. CONTRACTOR shall provide to the TEAM RCD reports and information related to this Agreement as requested by TEAM RCD.

SECTION 16 – CONFIDENTIALITY

- 16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information that is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; TEAM RCD information or data which is not subject to public disclosure; TEAM RCD operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.
- 16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the TEAM RCD all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the TEAM RCD, any such information to anyone other than the TEAM RCD. For purposes of this paragraph, identity shall include, but not be limited to, name,

identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

SECTION 17 – ADMINISTRATION/CONTRACT LIASON

The TEAM RCD Board of Directors or its designee, shall administer this Agreement on behalf of the TEAM RCD shall serve as the liaison with CONTRACTOR in connection with this Agreement.

SECTION 18 - NOTICES

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

[Add the Contact info for both parties here]

SECTION 19 – FORCE MAJEURE

If either party is unable to comply with any provision of this Agreement due to cause beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorder, or other similar acts, such party shall not be held liable for such failure to comply.

SECTION 20 – EDD REPORTING REQUIREMENTS

In order to comply with child support enforcement requirements of the State of California, the TEAM RCD may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department (EDD). The CONTRACTOR agrees to furnish the required data and certifications to the TEAM RCD within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please contact the EDD at (916) 657-0529. CONTRACTOR should also contact its local

Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

SECTION 21 – HOLD HARMLESS/INDEMNIFICATION

- 21.1 CONTRACTOR shall defend, indemnify and hold harmless the TEAM RCD (including, its Board members, appointed officials, officers, agents, employees, representatives, independent contractors, subcontractors, successors and assigns (individually and collectively hereinafter referred to as "Indemnitees")) from any liability, action, proceeding, claim or damage whatsoever, based or asserted upon any acts, omissions, or services of CONTRACTOR (including, its officers, employees, subcontractors, agents or representatives) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall, at its sole expense, defend the Indemnitees, including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards), in any claim or action based upon such acts, omissions or services.
- 21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, select and use counsel mutually agreed to by the TEAM RCD and may adjust, settle, or compromise any such action or claim only with the prior consent of TEAM RCD. Any such adjustment, settlement or compromise shall not in any manner whatsoever limit or circumscribe CONTRACTOR'S indemnification to Indemnitees as set forth herein.
- 21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to TEAM RCD the appropriate form of dismissal relieving TEAM RCD from any liability for the action or claim involved.
- 21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

SECTION 22 – INSURANCE

- 22.1 Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the TEAM RCD harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the

term of this Agreement. As respects to the insurance section only, the TEAM RCD herein refers to the TEAM RCD, its officers, Board of Directors, employees, elected or appointed officials, agents, representatives, and its successors and assigns as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the TEAM RCD.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the TEAM RCD as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the TEAM RCD as Additional Insureds.

A. Professional Liability:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended

Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8).

2) CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the TEAM RCD with either a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the TEAM RCD prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the TEAM RCD receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the TEAM RCD has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

3) It is understood and agreed to by the parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and the TEAM RCD's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

4) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the TEAM RCD reserves the right to adjust the types of

insurance and the monetary limits of liability required under this Agreement, if in the opinion of TEAM RCD the amount or type of insurance carried by the CONTRACTOR has become inadequate.

5) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

6) CONTRACTOR agrees to notify TEAM RCD of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

SECTION 2 – GENERAL

24.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of TEAM RCD. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

24.2 Any waiver by TEAM RCD of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of TEAM RCD to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing TEAM RCD from enforcement of the terms of this Agreement.

24.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by TEAM RCD for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the TEAM RCD on request; or at its option the TEAM RCD may offset the amount disallowed from any payment due to the CONTRACTOR.

24.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

24.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to TEAM RCD pursuant to this Agreement, free from all liens, claims, or encumbrances.

24.6 Nothing in this Agreement shall prohibit the TEAM RCD from acquiring the same type or equivalent equipment, products, materials, or services from other sources, when deemed by the TEAM RCD to be in its best interest. The TEAM RCD reserves the right to purchase more or less than the quantities specified in this Agreement.

- 24.7 The TEAM RCD agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to TEAM RCD data, information, and personnel.
- 24.8 CONTRACTOR shall comply with all applicable Federal, State, and local laws and regulations. CONTRACTOR will comply with all applicable TEAM RCD policies and procedures. If there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.
- 24.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.
- 24.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).
- 24.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 24.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, or proposals, discussions, and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

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

BY: _____

BY: _____

Dated

Dated

APPROVED AS TO FORM:

BY: _____

DATE: _____

AARON GETTIS
CHIEF DEPUTY COUNTY COUNSEL

**EXHIBIT A
SCOPE OF SERVICES**

**EXHIBIT B
PAYMENT PROVISIONS**

Climate Corps Fellowship Submission Description Template

Title of Position: TEAMRCD Water Efficiency and Technical Assistance Program Facilitator

Location: Mission RCD, Fallbrook California

Work Environment:

- Fully onsite

If you would need to relocate for this position, please note that you need to be in the state you are relocating to no less than 10 business days before the start of the fellowship.

Term (approximate): [March 2024 - Jan 2025]

About TEAM RCD

The Temecula Elsinore Anza Murrieta Resource Conservation District is a small California Special District situated in Southwest Riverside County, spanning 7xx square miles of territory. Our mission is to protect and preserve natural resources for the benefit of xxx, and our constituents have broad and varied needs around these issues. Our district contains several cities with populations in excess of 100,000, to much smaller rural districts, a wine country and hundreds of small farmers. It also contains high quality land preserves managed by non profits and the County's Resource Conservation Authority.

Position Overview & Description

TEAM RCD is establishing a grant-funded Climate Smart Water Efficiency and Technology Program to provide irrigation efficiency evaluations to farmers in beautiful southwest Riverside and North San Diego County, and connect them with resources to help them reduce their water and energy use. The fellow would work alongside Mission Resource Conservation District staff to learn technical field skills, farming best management practices, as well as program and grant management. The fellow would also be responsible for reaching out to and promoting the program to producers where they are and especially targeting the disadvantaged community. Promoting the program would require some out of hours and weekend work. The successful candidate will serve as the District's eyes and ears on the front line of local agriculture and help us identify areas where we could build future programs to serve existing and emerging needs. TEAM is looking for a motivated, energetic person who loves to work outdoors and is committed to supporting local agriculture, as well as the broader . There is much scope to innovate new projects, build partnerships with local communities, cities, agencies, and tribes, and help shape the future of the District's role in the region. This setting will provide opportunities to develop valuable skillsets and experience for individuals interested in pursuing a career within Resource Conservation

Districts and/or other related conservation and natural resource focused entities. We are keen to tease out and facilitate your interests and strengths to support our mutual interest in your professional growth and our District's capacity to deliver needed services.

Responsibilities

- Ride-along with Mobile Irrigation Lab tech to initially assist and then learn how to conduct evaluations
- Write irrigation efficiency reports and review results with producers
- Learn all aspects of WETA grant management and assist with filing quarterly reimbursement requests and required program reports
- Promote the program through farming events and independent outreach
- Compile a list of farmers using well water and pumps for irrigation and promote the pump efficiency program directly to them.
- Attend TEAMRCD board meetings and report on status of WETA program.
- Identify areas of need in the communities where TEAM could potentially offer support, and align those needs with available grants and programs.
- Contribution to the District's strategic planning and resource inventory

Desired Qualifications

- A self-starter, who finds creative ways to reach and communicate with the farming community
- A technical inclination and desire to learn field irrigation skills
- An understanding of or desire to learn about the complex and inter-related relationship between soil, water, crop integrated pest management, and best management practices for sustainable farming.
- A big-picture thinker who will identify community needs and help the District develop more programs.
- An interest in learning about and working on grants, both in identifying appropriate funding sources, the application process as well as developing implementation strategies.
- Strong writing skills
- Bi-lingual an advantage

We encourage anyone who is interested in this position and who meets some of the qualifications to apply, even if they do not meet all of them. We recognize that a unique perspective and background can enhance a role when many, if not all, of the listed qualifications are met.

Benefits

- End-of-program financial award.

- Healthcare coverage with 100% of healthcare insurance premiums covered by the employer.
- Access to a national Member Assistance Program, which includes financial and legal assistance, medical advocacy, and counseling services.
- Professional and Personal Development Training
 - Career-readiness training in interview preparation, salary negotiation, and developing a professional resume and cover letter.
 - Attending panels, workshops, and presentations by climate resilience industry professionals.
 - Professional networking opportunities.
 - University of California Climate Stewards Certification- Prestigious certification through the University of California School of Agriculture and Natural Resources. This acclaimed [UC California Naturalist Program](#) prepares UC Climate Stewards to engage in and lead local solutions to advance community and ecosystem resilience.

About Us

Climate Corps, a program of [SEI](#), is an award-winning fellowship program that provides professional development opportunities for emerging leaders through implementation of sustainability and resiliency projects with local governments, nonprofits, and for-profit businesses. To see a full list of climate, energy, and sustainability positions posted by Climate Corps, please visit here: <https://jobs.climatecorps.org/listings>. We are constantly adding positions, so make sure to frequently check this site to see if there are new opportunities available.

SEI requires employees to be vaccinated against COVID-19.

SEI is proud to be an equal opportunity employer and is committed to promoting diversity, inclusion, and equity. We believe that a wide array of perspectives contributes to creative climate solutions where all communities thrive. We strive to reflect diverse communities, especially those most impacted by climate change and other kinds of environmental, social, and economic injustices. Persons of color, persons with disabilities, and members of the LGBTQ community are strongly encouraged to apply. A commitment to work and learn within an anti-oppression framework is required. <https://www.seiinc.org/dei.html>

Fellowship Information

Please fill in additional Fellowship information to help us understand your needs and expectations for this role as best you can. This information will be used for recruitment and matching purposes for SEI staff.

Site Specific Information: ALL FIELDS REQUIRED

Site Supervisor Name: Ani Vartanians

Site Supervisor Email: appointments@missionrcd.org

Site Supervisor Number: (760) 728-1332

Location of Fellowship: 130 E Alvarado Street, Fallbrook, CA 92028

1. Percentages

Climate Resiliency Fellowships will involve professional development and capacity building, structured around one or more of the following project types: assessment, education, and implementation. So we understand the emphasis of your fellowship, please break down the percentage of time devoted to any of these project types (does not need to cover all).

Research/Assessment

Projects that help to understand community emission sources and adaptation. Fellows will be involved in primary data collection, analysis and organization of this information, and delivery of results in the form of a report that clearly identifies the area assessed, the quantitative results of this assessment including resiliency-improving recommendations

15 % of time

Education/Outreach

Where the fellow's role is to deliver a specific educational curriculum to a target audience for a set period of time with the goal of helping community members both learn about climate change and understand ways they can take action.

10 % of time

Implementation

Actions to implement a climate mitigation or adaptation project.

5

 % of time

3. How will this position help to increase climate protection and resiliency?

California is the home to nearly 80,000 farms, producing about a third of the nation's vegetables and three quarters of the US fruits and nuts. However, California is prone to droughts and climate change is making these more extreme, which can have severe impacts on growers. Water supply reliability in southern California in particular is dependent on a continued commitment to water use efficiency. The Water Efficiency and Technical Assistance program provides free irrigation efficiency assessments to growers, and our program will also connect them to resources to upgrade their irrigation systems. In addition, our staff are trained in best management practices to enhance farms' resilience to climate stressors.

Beyond this program, our District is looking for ways to support additional approaches to both build resilience within our region's communities, and mitigate the impacts of climate change. There is a need to form Community Wildfire Protection Plans, as well as support water quality improvement projects, urban gardening for food security, pollinator programs and provide environmental education. These is scope for the development of projects in these, as well as other related areas.

4. Please give us a snapshot of your ideal candidate for this position and your agency.

We are looking for someone who is a enthusiastic about the mission of resource conservation districts, and who embraces their role in providing "boots on the ground" climate project innovation and implementation. They would need to be comfortable reaching out to and conversing with growers to promote the WETA program, but also be good listeners so as to better respond to a variety of producer needs and concerns. They would have a technical inclination to quickly learn the nuances of irrigation efficiency and the diligence to generate thorough reports for producers and our partner organization the Natural Resource Conservation Service. They would be curious about how programs are built and run and invoiced and seek to learn and assume responsibilities associated with our two district's programs.

5. Please list any additional skill sets that would increase the success of a fellow in this position.

This person would be happy working both indoors and outdoors and comfortable with variety in their day to day work, assisting on other conservation programs as need arises. Our ideal candidate would be looking to apply their critical thinking and analytical skills to our region's resource challenges, and seek creative ways to meet these needs.

6. Position Funding

Increase in monthly stipend (For example, \$1,000 extra per month on top of the base amount, before taxes)

\$3500.

\$xxxx, if applicable

Increase in end of program award (For example: \$500 extra at the end of the program in addition to the base amount, before taxes)

\$xxxx, if applicable

Training/travel reimbursable fund (For example: \$2,000 that SEI may use to issue Fellows reimbursements for site approved training and travel).

\$500.

\$xxxx, if applicable

This is an agreement (“Agreement”), dated as of _____, between Strategic Energy Innovations (“SEI”), a California nonprofit corporation and _____ (“Partner”), a [nonprofit/for-profit corporation OR type of agency].

Background

A. SEI is a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code. Its mission is to inspire and empower to advance solutions for a thriving, healthy planet.

B. As part of its green workforce program, SEI maintains a Climate Corps fellowship program (“Program”) that provides professional development and experiential learning opportunities for emerging climate protection leaders. SEI recruits, trains, and places Climate Corps fellows (each, a “Fellow”) with local governments, nonprofits, educational institutions, and for-profit businesses, where they help implement climate change resiliency projects.

C. Partner desires to participate in the Program by hosting one or more Fellows on the basis set out in this Agreement.

D. This Agreement has two parts. The first part sets out framework understandings regarding the arrangement, including fellow training and supervision, reporting, communication, and termination. The second part, a document attached as **Exhibit A** and referred to as the “Program Plan,” sets out the specifics of the arrangement, including the Fellow service term, payment schedule, and contact persons.

SEI and Partner agree as follows:

1. Program Initiation

1.1 Recruitment and Selection

SEI will recruit, screen, and select a Fellow to serve at Partner site during the service term set out in the Program Plan (“Service Term”). Partner will assist in the recruitment and selection of Fellow, including, without limitation, developing a job description specific to Partner’s activities and needs, conducting interviews, and participating in the final selection. If Partner ultimately fails to select a Fellow, Partner will pay to SEI a \$2,500 fee for the recruiting effort promptly following receipt of an invoice from SEI.

1.2 Employment Relationship

SEI and Partner acknowledge that Fellow is an employee of SEI. SEI will notify each Fellow that Fellow is **not** an employee of Partner.

1.3 Fellow Orientation

At the start of the Service Term, SEI will provide Fellow with an orientation to the Program. Partner will provide Fellow with an orientation to Partner’s mission, programs, operations, systems, and facilities.

1.4 Fellowship Scope

Partner will cooperate with SEI to develop a written scope of work (“Fellowship Scope”) for each Fellow. The Fellowship Scope will: (a) outline the training plan for the Fellow, (b) describe one to three specific climate change resiliency projects that the Fellow will work on during the Service Term, and (c) define anticipated deliverables and Fellow performance and learning goals. Partner and SEI will complete the Fellowship Scope within one month after the Fellow’s first day of service.

1.5 SEI Fee

In consideration for the services provided by SEI, Partner will pay to SEI the fees specified in the Program Plan.

1.6 Late Fees

SEI invoices are issued on a net 30 basis. If Partner fails to make any payment 90 days after receiving an invoice, SEI will assess a late charge of 1.5% of the unpaid amount. Partner will, within five business days after SEI's request, pay to SEI any overdue amounts and late penalties.

2. Training and Support

2.1 Fellow Training

SEI will train and support the Fellow with a training program that includes: monthly trainings (typically 1-2 Fridays each month) and two professional development assessment reviews. Time spent by the Fellow in this training program will count as training hours under the Program Plan.

2.2 Training Calendar

SEI will provide a calendar of training activities to Partner and will notify Partner of any schedule changes in advance.

2.3 Ongoing Support and Assistance

SEI will help Partner and Fellow develop metrics for evaluating the Fellow's progress. SEI will schedule monthly sessions with Fellow and Partner to review the Fellow's progress, and will assist the Fellow and Partner with defining or implementing any changes to the Fellowship Scope or other documents as appropriate.

2.4 Partner's Program-wide Support

Partner will carry out Program-wide activities reasonably requested by SEI, such as: (a) sponsoring a venue and staff presentations for a monthly training event for all Fellows, (b) participating in a Program-sponsored training session or professional development event, or (c) accepting informal interview requests from one or more other Fellows in the Program.

2.5 Ownership of Materials

For clarity, SEI owns all training and professional development materials and documents referred to in Sections 2.1 and 2.2. Without limiting the foregoing, Partner agrees that, as between the Parties, the SEI exclusively owns and shall retain all right, title and interest in and to all curriculum materials created, developed or provided by SEI, including (a) all pre-existing curriculum materials and curriculum materials that are created outside the scope of this Agreement (collectively, the "**Pre-Existing Materials**"), and (b) all Pre-Existing Materials that are modified and adapted for Partner (the "**Modified Materials**") and all curriculum materials newly created and developed by or on behalf of SEI for the Partner (the "**New Materials**" and, together with the Modified Materials, the "**Contract Materials**").

[If Applicable] Subject to the terms of this Agreement, SEI hereby grants to Partner, a non-exclusive, perpetual, fully paid up, worldwide, royalty-free, license to use and display the Contract Materials for the sole purpose of using such Contract Materials for the conduct of the Partner's business. Unless otherwise expressly agreed to by the Parties, the SEI shall retain all of its rights, title and interest in all Pre-Existing Materials and Contract Materials as expressed in **Appendix 1: SEI Pre-Existing Consultant Materials**.

3. Fellow Responsibilities, Scheduling, and Supervision

3.1 Fellow Responsibilities

Partner may assign specific responsibilities to Fellow so long as they are consistent with the Fellowship Scope.

3.2 Payment to Fellow; Additional Funding

SEI will pay a living stipend (“Living Stipend”) and end of program award (“End of Program Award”) to Fellow during the Service Term. Partner may provide additional funding for Fellow as may be set out in the Program Plan.

3.3 Hours and Work Schedule

The standard number of service hours for Fellows (“Standard Hours”) is set out in the Program Plan. Partner will provide Fellow with a reasonably consistent schedule during the Service Term so that Fellow can fulfill his or her Target Hours. If a Fellow is required serve as a juror and/or are put on medical leave, they will log that time as on-site hours with Partner and continue receiving a living allowance, healthcare coverage and, if applicable, childcare coverage regardless of any reimbursements for incidental expenses received from the court or otherwise.

3.4 Work Environment and Resources

When in-person work is allowed, Partner will provide Fellow with adequate workspace, a reasonably comfortable work environment, access to a computer with internet connectivity, and other support resources reasonably necessary for Fellow to complete his or her work.

While working remotely, individual Site Supervisors will plan for IT logistics like computer, WiFi, and other technological equipment needed at the Fellows’ home, account and software access, and/or setting up remote VPNs. Fellows should alert their Site and Regional Supervisors immediately if they face any logistical hurdles to remote work, such as WiFi challenges, remote account access or VPNs.

If your site organization has a COVID-19 policy, please share.

3.5 Fellow Attendance at Climate Corps Events

Partner will allow Fellow to attend all Program events, including, without limitation, orientation, monthly trainings, retreats, field trips to other Climate Corps partner sites, and the Climate Corps Symposium, so that Fellow can fulfill his or her Program training requirements and enhance his or her professional development. Time spent by the Fellow at these events will count as training hours under the Program Plan.

3.6 Site Supervisor

Partner will designate a paid staff supervisor (“Site Supervisor”) to supervise Fellow's day-to-day activities and performance. The responsibilities of Site Supervisor include, without limitation: (a) guiding Fellow towards achieving the goals set out in the Fellowship Scope, (b) meeting with Fellow one-on-one at least weekly to discuss project(s), and (c) helping Fellow complete monthly reporting to SEI to track the progress made on the project(s). If Partner changes the Site Supervisor, Partner will provide SEI with at least 30 days’ written notice setting out the name and title of the new Site Supervisor, the reason for the change, and the expected impact, if any, on the Fellowship Scope or Fellow.

4. Reporting and Recordkeeping

4.1 Program Reports

Partner will complete and submit all Program forms, surveys, assessments, progress reports, Fellow evaluations, and other documents requested by SEI, including a biannual professional development assessment providing feedback on Fellow activities. SEI may share results related to the Program for the purpose of grant reporting, program marketing, and fundraising.

4.2 Site Visits

SEI may visit Partner sites and film, photograph, and otherwise document Program and Fellow activities during normal business hours and with reasonable advance notice.

4.3 Recordkeeping

SEI and Partner will each maintain records relating to its Program responsibilities in a manner such that the other can evaluate compliance with this Agreement. SEI and Partner will make those records available for review by the other on reasonable notice during the term of this Agreement and for a period of three years after its termination.

5. Communication

5.1 Program Contacts

SEI and Partner will each appoint one individual to act as principal contact person and to coordinate activities in connection with the Program. The initial appointees are identified in the Program Plan. SEI and Partner each may change their contact person at any time and will so advise the other. Furthermore, SEI and Partner agree to share their Human Resources contact information in case the Program Contact is not available.

5.2 Cooperation

SEI and Partner acknowledge Fellow's success in the Program depends in large part on the effectiveness of collaboration between the parties. Both parties will provide timely access to data, information, and personnel, ensure the accuracy and completeness of data and information provided, and promptly notify one another about challenges, concerns, and successes.

5.3 Fellow Performance

SEI cannot guarantee specific performance results for any Fellow. Partner will notify SEI immediately of any significant problems with Fellow's professional performance or conduct, including, without limitation, failure to report to a site or unprofessional behavior. SEI will work with Partner to provide assistance or discuss an appropriate response.

5.4 Confidentiality

In working together on the Program, SEI and Partner may share non-public information ("confidential information") with one another including information about financial, funding, and other matters. SEI and Partner will each use the other party's confidential information only in connection with activities under this Agreement and will keep this information confidential. Confidential information does not include information generally available to the public, information already known by the receiving party before entering into this Agreement, and information independently developed. All confidential information furnished under this Agreement is and will remain the property of the furnishing party.

6. Publicity

6.1 Publicity by SEI

SEI may, in its sole discretion, identify Partner as a host site or “program partner” in the Program, and, subject to Section 5.4, describe its work with Partner and Fellow in internal and external communications, including, without limitation, on SEI’s website, the Climate Corps website, and in its marketing or outreach materials. SEI may use Partner’s name and logos, as well as photos, videos, and other materials created during site visits or by the Fellow(s) and/or Site Supervisor under Section 4.2, in connection with these efforts.

6.2 Publicity by Partner

Partner may identify itself as a host site or “program partner” in the Program, and, subject to Section 5.4, describe its work with SEI and Fellow in internal and external communications, including, without limitation, on its website and in its marketing or outreach materials. Partner may use SEI’s name and logos, including the Climate Corps name and logos, in connection with these efforts in accordance with guidelines that SEI may provide.

7. Fellow Withdrawal, Replacement, and Refunds

7.1 Fellow Withdrawal

SEI cannot guarantee Fellow’s participation in the Program for the full Service Term. If, before the end of the Service Term, Fellow leaves the Program voluntarily, is terminated by either SEI or Partner for performance-related reasons, or is hired by Partner as an employee, he or she will be considered withdrawn from the Program, and SEI and Partner will discuss whether to find a replacement. If SEI or Partner decide not to replace Fellow, or if SEI fails to find a replacement after reasonable efforts to do so, then this Agreement will terminate effective as of the date of Fellow’s withdrawal from the Program.

7.2 Refund to Partner with Replacement

Following Fellow’s withdrawal with replacement, SEI will refund to Partner a sum equal to the undistributed Living Stipend for the period between withdrawal and replacement.

7.3 Refund to Partner without Replacement

Following Fellow’s withdrawal from the Program without replacement, SEI will: (a) refund to Partner a lump-sum amount equal to the remaining Living Stipend and End of Program Award that have not been distributed to Fellow at time of withdrawal and (b) if applicable, return to Partner the remaining balance of any reimbursement account for additional funds as set out in the Program Plan. If Fellow withdraws before any installment of SEI’s fee (under Section 1.5) is due, Partner will have no obligation to pay that installment and SEI will have no obligation to refund any amounts corresponding to the remaining Living Stipend and End of Program Award for the period following the installment due date.

8. Term and Termination

8.1 Term

This Agreement takes effect when signed by both SEI and Partner, and will expire upon completion of the Service Term, unless terminated earlier under Sections 7.1, 8.2 or 8.3.

8.2 Termination by Partner

Partner may on its own terminate this Agreement at any time by providing written notice of that decision to SEI. Such a termination will be effective 30 days after receipt of notice by SEI. If Partner terminates this Agreement for reasons unrelated to Fellow withdrawal as set out in Section 7.1, SEI will have no obligation to refund any amounts to Partner.

8.3 Termination by SEI

SEI may on its own terminate this Agreement at any time by providing written notice of that decision to Partner. Such a termination will be effective 30 days after receipt of notice by Partner. SEI will refund to Partner any fees paid under Section 1.5, prorated from the start of the Service Term through the effective date of termination.

8.4 Effect of Termination

If the Agreement terminates, SEI and Partner will cooperate in transition activities and will use reasonable efforts to minimize any adverse impacts of the termination. Partner will pay any outstanding balances due to SEI. In addition, Sections 2.5, 4.3, 5.4, 6.1, 8.4, 9.2, 9.3, 9.4 and 10 will survive the termination of this Agreement.

9. Liability

9.1 Insurance

Both parties shall take out and maintain during the life of this Agreement such liability insurance as shall protect each entity while performing work covered by this Agreement from any and all claims for damages and all operations under this Agreement, whether such operations be by themselves or by any Subcontractor or by anyone directly or indirectly employed by either of them.

9.2 Required Coverage.

Both parties shall procure and maintain liability coverage which shall not be less than the following amounts:

- Commercial General Liability and Property Damage insurance including:
 - Bodily Injury Liability insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate; and Property Damage insurance in an amount not less than \$1,000,000 per occurrence.
- Business Automobile Liability insurance in an amount not less than \$1,000,000 including coverage for owned, non-owned and hired vehicles; and
- Umbrella liability in an amount not less than \$1,000,000 per occurrence and annual aggregate.
- Workers Compensation Statutory Limits

9.3 Required Rating

Insurance carriers must have a Best rating of A(-)X or better.

9.4 Endorsements and Certificates of Insurance.

Both entities, its Officers, Agents and Employees must be named by endorsement on Partner's Commercial General Liability and Property Damage Policies as co-insured or additional insured.

Required Additional Insured Language:

Strategic Energy Innovations and its Officers, Agents and Employees
100 Smith Ranch Road, Suite 124
San Rafael, CA 94903

Certificates of Insurance and endorsements for coverages required herein shall be filed with SEI prior to the commencement of work. The certificates shall provide that if the policy or policies be canceled by the insurance company or Partner during the term of this Agreement, thirty (30) days written notice prior to the effective date of such cancellation will be given to each entity. The certificates shall also show the information that Strategic Energy Innovations is named on Partner's Commercial General Liability and Property Damage policies as co insured or additional insured. Certificates shall clearly state that "Strategic Energy Innovations, its Officers, Agents and Employees are named as additional insured per attached endorsement".

9.5 Indemnification

Partner and SEI will each defend, indemnify and hold the other and its directors, officers, employees, agents, and assigns (collectively, "Parties") harmless against all third party claims, liabilities, losses, damages, and expenses, including reasonable attorney's fees and expenses, resulting from: (a) claims by Fellow against Parties which arise from performance of activities under or breach of this Agreement, including, without limitation, interactions between Fellow and Parties employees, contractors, or volunteers; or (b) actions of Fellow in accordance with directions provided by Parties. Partner and SEI will have no obligation to indemnify the other Party to the extent liability is caused by a Party's own gross negligence or willful misconduct.

9.6 Limitation of Liability

Neither SEI nor Partner, nor any of their respective directors, officers, employees, agents, or assigns, will be liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement. For clarity, Partner assumes full risk and responsibility for any accidents related to operation of Partner-owned vehicles by Fellow during the Service Term. SEI and Partner and all of their respective directors, officers, employees, agents and/or assigns will maintain insurance for both General Liability and Auto for the activities agreed upon in the Agreement.

10. General Provisions

10.1 Entire Agreement

This Agreement, together with the Program Plan, expresses the final, complete, and exclusive agreement between SEI and Partner, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealing, or understanding between SEI and Partner relating to its subject matter. If there are any inconsistencies between the Program Plan and this Agreement, the Program Plan will control.

Furthermore, in the interest of providing balanced and inclusive workforce opportunities across race, gender and other historically marginalized identities, SEI holds that all partners maintain strong commitments to diversity, equity and inclusion.

Per SEI's Diversity, Equity and Inclusion (DEI) Policy: SEI recognizes there are many systemic injustices that pose barriers to equal access to education, to livable wages, to a safe and healthy environment, to a dignified existence; and therefore strives to identify and work to remove systems of oppression in all aspects of its work. SEI seeks to eliminate barriers caused by institutional racism and other systems of marginalization in STEM and sustainability communities, building a pipeline of more diverse STEM and sustainability leaders who represent the communities SEI serves. SEI celebrates diversity, recognizing how diverse program stakeholders create richer spaces of representation and value

creation, and in so doing strives for all program partners and constituents to experience a true sense of belonging in working with SEI.

Partner agrees to be in alignment with SEI's DEI values as stated above, and will provide written documentation to SEI of Partner's DEI commitments upon request.

10.2 Amendment

This Agreement may be amended only as stated in and by a writing signed by both SEI and Partner which recites that it is an amendment to this Agreement.

10.3 Scope Changes

If either SEI or Contractor believes an SOW should be adjusted in any respect, it will advise the other of the proposed changes. SEI and Contractor will discuss the proposed adjustment and, if they agree on an adjustment, confirm and document the adjustment in a written change order ("Change Order") substantially in the form attached as Exhibit B. SEI will not be responsible for additional fees beyond that set out in an SOW except as provided in a signed Change Order relating to that SOW.

10.3 Independence

SEI and Partner are and will remain independent contracting parties. The arrangements contemplated by this Agreement do not create a partnership, joint venture, fiduciary, or similar relationship for any purpose. Neither SEI nor Partner has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term "partner" or comparable term in any communications is solely for convenience.

10.4 Harassment and Discrimination

In carrying out Services, Partner will not harass, discriminate, retaliate, or be abusive toward any SEI employee or other person at SEI, including, without limitation, engaging in any verbal, physical, written, or visual harassment, discrimination, or retaliation on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, sex, gender identity, gender expression, age, sexual orientation, or any other characteristic that an individual has or is perceived to have that is protected by law, or for having any interaction with or relationship to any other individuals that have or are perceived to have any characteristic protected by law.

Partner will not retaliate in any way against employees or persons at SEI for reporting any potential instances of harassment, discrimination, retaliation, or abuse to the partner, SEI, or authorities.

10.5 Severability

If any provision of this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

10.6 Waiver

Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

10.7 Assignment

Neither SEI nor Partner may assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of the other party, except that each party may assign all of its rights and obligations under this Agreement without the other party's prior written consent in connection with a merger, acquisition, reorganization, sale or transfer of substantially all of its assets, or other operation of law.

10.8 Notices

Notices and consents under this Agreement must be in writing and delivered by mail, hand delivery, fax, or email to the contact persons set out in the Program Plan.

10.9 No Third Party Beneficiaries

Except as provided in Sections 9.2, 9.3 and 9.4, this Agreement is for the exclusive benefit of SEI and Partner and not for the benefit of any third party, including, without limitation, any Fellow, or any employee, affiliate, vendor, or client of SEI or Partner.

10.10 Governing Law

This Agreement will be governed by California law.

10.11 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and considered one instrument. Transmission by mail, fax or PDF of executed counterparts will constitute effective delivery.

* * * * *

This agreement shall commence on _____, and continue through _____, unless amended or earlier terminated. Executed by authorized signers of each party.

Strategic Energy Innovations

Partner: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A Program Plan

Fellow service information

[A] Number of Fellows	1
Service Term	Full Cycle: 10 months from Fellow start date, not to exceed the terms of this agreement unless agreed upon in writing by the Parties herein. Tentative cycle dates: March 1, 2024 to December 31, 2024
Standard Hours	Fellows will average 40 hours per week including on-site work with partners, professional development, attending program training, and using their vacation, holiday, and sick time. <ul style="list-style-type: none"> • 160 hours of vacation, holiday and sick time (VHS)
Human Resources	1 Fellow will require either a Tuberculosis (TB) Risk Assessment or TB test because they will have contact with vulnerable populations (children, elderly, disabled, etc) as part of their scope of work. Climate Corps Fellows are required to have COVID vaccination. Climate Corps Fellows will also complete either a State and/or Federal background check. Partners who require the results of background checks or other background checks may request Fellows to complete a separate background check directly.

Position fee

Total Fee	\$55,000 per non-profit Fellow. Includes: <ul style="list-style-type: none"> • Monthly Living Stipend: \$3,000 • End-Of-Program Award: \$1,000 • Expense Reimbursements: \$0 Remaining funds are used to cover Fellow payroll taxes and fees, health care, SEI Fellow training, Fellow recruitment, Fellow supervision, and program administration.
Timing	Partner will pay the fee in two installments:: <ul style="list-style-type: none"> • \$xx,xxx due Date Here • \$xx,xxx due Date Here

Partner contact information

Contact person and title	
Email address	
Phone number	
Mailing address	
Billing contact information (if different from above)	
P.O. Number (if applicable)	
HR Contact	

SEI contact information

Contact person and title	Nathan McKenzie, Senior Director
Email address	nathan@seiinc.org
Phone number	415-507-1432
Mailing address	100 Smith Ranch Road, Suite 124 San Rafael, CA 94903
HR Contact	Name: Joanne Newburn E-mail: peoplresources@seiinc.org Telephone: (415) 578-4078

Additional terms

[Category]	[other terms]
------------	---------------

* * * * *

**Exhibit B
Form of Change Order**

Original SOW date	
Change Order date	
Reason for change in Services	
Modified Services (if applicable)	
Modified timeframe (if applicable)	
Modified fee terms (if applicable)	

This document is a Change Order contemplated by the Climate Corps Agreement, dated _____, between Strategic Energy Innovations and [Name of Partner].

Agreed and confirmed as of the date stated above in this Change Order:

Strategic Energy Innovations

PARTNER NAME

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Appendix 1

SEI Pre-Existing Consultant Materials

The training materials below have been developed by and are exclusively owned by the SEI. SEI shall retain all of its rights, title and interest in all Pre-Existing Materials and Contract Materials herein.

1. Home Energy Assessment (SEI copyright 10/21/13)
2. Home Water Assessment (SEI copyright 11/20/13)
3. School Energy Assessment (SEI copyright 2/7/13)
4. School Water Assessment (SEI copyright 1/29/13)
5. Low Flow Toilet Assessment (SEI copyright 10/6/14)
6. School Transportation Assessment (SEI copyright 11/5/14)
7. Eco Audit (SEI copyright 4/24/13)
8. School Solar Analysis (SEI copyright 10/9/13)
9. Home Solar Analysis (SEI copyright 9/10/14)
10. School Energy Use and Solar Monitoring (SEI copyright 10/14/13)
11. Solar USB Charger (SEI copyright 2/12/15)
12. Solar Water Heating (SEI copyright 5/1/15)
13. Aquaponics (SEI copyright 10/28/15)
14. Watersheds & Public Water Systems (SEI copyright 7/24/15)
15. Biomimicry (SEI copyright 10/30/15)
16. Engineering Aquatic Ecosystems (SEI copyright 9/21/15)
17. Climate Change (SEI copyright 12/1/18)
18. Air Quality (SEI copyright 3/3/2020)
19. Sustainability Certificates: Energy (SEI copyright 1/15/13), Green Building (SEI copyright 1/29/13), Green Transportation (SEI copyright 4/11/13), Energy Auditing (SEI copyright 10/29/13), Solar (SEI copyright 11/9/15), Sustainable Enterprise (SEI copyright 10/23/13), and Zero Net Energy (SEI copyright 1/3/16)
20. Energy Conservation Competition Resources: Competition Launch Lesson Plan (High school & Elementary), Student Team Competition Intro Lesson PowerPoint, Competition Participation Guide, SEI Walk-Through Audit Guide, Energy Conservation Action Plan Template, Competition Action Ideas, and PowerPoint Template Energy Competition Presentation to School Community (SEI copyright 2/20/15)
21. Guides: Energy Conservation Guide (SEI copyright 10/17/13), School Zero Waste Guide (SEI copyright 6/26/15), School Sustainability Policy (SEI copyright 9/18/14), and Sustainability Fair Guide (SEI copyright 10/24/13), and Water Conservation Guide (SEI copyright 2/1/16)
22. Elementary & Middle School Resources: School Energy Audit Grades 4-8 (SEI copyright 4/3/12), Protect Your Climate Grade 4-5 (SEI copyright 7/19/12), Sustainability Curriculum Grades K-1 (SEI copyright 7/31/14), and Sustainability Curriculum Grades 2-3 (SEI copyright 10/17/15)
23. Innovations in Green Technology, Energy and Environmental Design, and Sustainable Urban Planning Courses: CTE Energy, Environment, & Utilities courses (SEI copyright 8/15/15)
24. SEI Energy & Solar Monitoring Tool (SEI copyright 8/19/13)
25. Making the Financial Case for Sustainability Investments (SEI copyright 5/31/13)
26. Sustainable Practices Certificate Program (SEI copyright 4/25/2008)
27. Energy Innovation Center Tour Guide (SEI copyright 2/3/2014)
28. Clean Energy Technology Management Certificates and Degree (SEI copyright 5/5/2012)
29. Solar Installation and Integration Course (SEI copyright 7/9/2008)

30. Introduction to Clean Energy Concepts Course (SEI copyright 2/9/2010)
31. Solar Design, Estimation and Sales Course (SEI copyright 3/17/2010)
32. West Valley College Green Building and Energy Auditing Courses (11/9/2009)
33. Climate Corps Program (8/1/2010)
 - a. Including the following Fellow workproducts
 - i. Scope of work
 - ii. Monthly progress reports
 - iii. Fellow performance reviews
 - iv. Skyline College guest lecture
 - v. Program metrics
 - vi. End of program “Symposium” poster
 - vii. Program feedback surveys

From: Cyrus Parra Allen cyrusallen@seiinc.org  
Subject: Re: TEAMRCD proposed partnership overview
Date: November 8, 2023 at 3:24 PM
To: teri biancardi teribiancardi33@gmail.com
Cc: Jon Goodspeed jongspeed@seiinc.org



Hi Teri,

Great speaking with you again today. As promised, I've attached a promotional flyer for you to share with your board and have included some additional information regarding site supervisor general expectations below. I've also attached a contract template and have cc'd our Contracts Manager Jon Goodspeed should you have any questions relating to the contract.

As we discussed, currently our estimate for base pricing is \$55,000 for a 10 month fellowship (this includes a \$3000/month stipend and \$1000 End of Program award). With some anticipation that this position may be harder to recruit for given the location, I wanted to share the idea and some information around increasing the fellowship stipend if you are able to in order to potentially entice more candidates to apply. For reference, if you increased the stipend to \$3,250/month (approx \$18.75/hr), the total cost would increase to \$56,725. If you increased to \$3500/month (approx \$20.19/hr) your total cost would be \$59,600.

Climate Corps Site Supervisor General Expectations

- Establish a clear role and scope of work for the Fellow
- Provide access to professional development and learning opportunities
- Provide thorough training on projects and systems / platforms that the Fellow will be utilizing
- Meet with the Fellow consistently to provide guidance, mentorship, and support outside of your monthly Regional Supervision check ins
- Provide relevant and constructive feedback to support the Fellow's professional growth
- Work with Fellow to support compliance / progress with the Climate Corps program deliverables
- Check the Climate Corps portal on a monthly (at longest) basis to review and approve the Fellow's timecard
- Come to monthly Regional Supervision check ins prepared to discuss highlights, accomplishments, challenges, notable mentions, professional development, and timekeeping

I hope this information is helpful and please let me know if you have any additional questions. I look forward to continuing this conversation and providing whatever support I can to you and your team as you consider hosting a Climate Corps Fellow!

Looking forward to hearing from you soon,

Cy

Cyrus Parra Allen (he/him)

Project Coordinator, Workforce Programs- Pacific Northwest
Strategic Energy Innovations
Portland, Oregon
Phone: (415) 507-2181 x 1074



[Learn more about SEI from our latest Impact Report.](#)

On Mon, Nov 6, 2023 at 3:54 PM teri biancardi <teribiancardi33@gmail.com> wrote:

Hi Cyrus,

It was very nice to speak with you today. Now, as requested, I'm following up with some of the details we discussed.

I am writing as the President of the Temecula Elsinore Anza Murrieta Resource Conservation District (TEAMRCD). We are a small special district of California, located in south Riverside County, Southern California, attempting to build capacity to better serve the residents within our 790 square miles. We have a broad diversity of constituents, encompassing city dwellers, agricultural producers, protected habitat and disadvantaged communities.

We recently were awarded a Water Efficiency Technical Assistance Grant ([WETA](#)) which is focussed on helping California meet its climate goals in that it helps farmers analyze their irrigation systems around energy use (pumps) and efficient water use and distribution. It also is a precursor to further grant opportunities such as the SWEEP grant which helps farmers replace inefficient

pumps with more climate smart energy sources, such as solar panels.

We are partnering with Mission Resource Conservation District, which is the RCD bordering us on the San Diego side of the County line. They too have agriculture in their district. Our partnership with Mission is tried and tested, as until recently (the grant ran out) we ran a Crop Swap and AIEP program using their employee as our tech.

The tech, Jameson Myest is a highly motivated and inspirational figure, who loves his job working with farmers and sharing best management practices with them. He would be the Climate Fellow's main point of contact, and imo a great mentor. Other components of the program would involve marketing this program, and seeking out a customer base that can be hard to access. Additionally we will be putting on educational forums. We are especially focussed on reaching the disadvantaged communities in our region.

Behind the WETA program, the Climate Fellow would have a wealth of possible avenues to pursue and develop as we grow. Initially, they would follow and learn from Jameson technical field skills associated with WETA. They could also learn project management from the other Mission employees who will be working with us, and participate in arranging and scheduling educational forums. They can pursue grant writing as a focus as we set up and build more programs. In addition, we foresee a need for a bio-monitor to monitor our vegetation management sites, so there would be opportunity for gaining valuable and well compensated field skills here, also. The fellow would have office space in Fallbrook, at Mission RCD, but could work remotely also, and we anticipate would frequently be on the road, so possessing a vehicle would be essential.

This is just a quick summary of my vision for a Climate Corps fellow role in our region. I wanted to have something in front of you to consider. I am happy to go into much further detail as we see together if this might be a fit. In the meantime, if you have some promotional material you could share for me to distribute to our Board, who would need to approve our partnership, I would appreciate it.

Once again, thank you for our conversation earlier, and your time, I look forward to speaking with you soon.

Best,

Teri Biancardi
(951) 961-6622

Climate Corps TEAM RCD -
Flyer.pdf Climat...te.docx
 230 KB



From: Teri Biancardi teribiancardi@icloud.com
Subject: Re: SAMS number for TEAM RCD
Date: November 21, 2023 at 10:48 AM
To: Waller, Diana - FPAC-NRCS, CA diana.waller@usda.gov
Cc: Thomas, Keir - FPAC-NRCS, CA keir.thomas@usda.gov, Tarver, Curtis - FPAC-NRCS, CA curtis.tarver@usda.gov, Patterson, Arionne - FPAC-NRCS, CA arionne.patterson@usda.gov

Thank you all for this.

I will be discussing setting up a SAMs account with our board at our next meeting and I am sure they will be excited to begin the process!!

Best,

Teri

Sent from my iPhone

On Nov 21, 2023, at 10:13 AM, Waller, Diana - FPAC-NRCS, CA <diana.waller@usda.gov> wrote:

Hello Keir,
Thanks for reaching out regarding TEAM's interest in holding an agreement with NRCS.

You are correct, the first step is obtaining the SAM registration and activating it.

If the RCD needs any guidance, this is the site to request and register a SAM number:
<https://sam.gov/content/home>

This is sometimes not a rapid process (and we have no ability to speed it up, etc.) so I always recommend starting early.

Under the "Get Started" tab, there is a lot of very helpful information, including a checklist to help folks gather up the information they may need. A common area of confusion is knowing that this is a multi-step process – first, a Unique Entity ID is requested, and then once obtained, it still has to be registered/activated. Once there is an active registration, then the eligibility to hold a federal agreement is met.

<image001.png>

I hope this is helpful to start the process. If you have any questions, I'll do my best to answer them,
Diana

Diana Waller
Management Analyst
USDA NRCS M & S Grants & Agreements
430 G. Street, Davis, CA 95616-4164
(530) 792-5620

From: Thomas, Keir - FPAC-NRCS, CA <keir.thomas@usda.gov>
Sent: Tuesday, November 14, 2023 2:32 PM
To: Waller, Diana - FPAC-NRCS, CA <diana.waller@usda.gov>
Cc: Teri Biancardi <teribiancardi@icloud.com>; Tarver, Curtis - FPAC-NRCS, CA <curtis.tarver@usda.gov>
Subject: SAMS number for TEAM RCD


Hi all, I wanted to reach out to you Diana, under Curtis's direction, to start the process of getting a SAMS number for TEAM RCD. Teri Biancardi is the new TEAM president and is working with Curtis and I and to get a Co-Operative agreement going in March of 2024. Diana, please let Teri and I know what TEAM RCD needs in regards to a SAMS number and next steps towards a Co-Operative for the near future.

All the best,

Keir Thomas

District Conservationist
USDA-Natural Resources Conservation Service Center
950 N Ramona Blvd # 6, San Jacinto, CA 92582
Office : (951) 654-7139 ext. 6115
Cell: (541) 740-7278
Keir.Thomas@usda.gov

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From: Rose Corona rose.corona@teamrcd.org 
Subject: agenda items for December meeting
Date: December 1, 2023 at 2:27 PM
To: teri.biancardi@teamrcd.org
Cc: Gettis, Aaron AGettis@RIVCO.ORG, Manager manager@teamrcd.org



Teri,

I am in receipt of your e-mail regarding the change of meeting date because you are unable to attend the regularly scheduled December Meeting of December 14, 2023 and thus, wish to call a meeting on another day that is more convenient for you. In this case, the Vice-President should step in and chair the meeting on the regular date. You cannot just schedule the December regular meeting for a different day unless previously voted upon by the Board at a regular meeting and that is called for in the resolution adopted by the District Board pursuant to Public Resources Code Section 9308. You also intend to hold this meeting without calling a special meeting in compliance with Public Resources Code Section 9310. Let me remind you that you previously attempted to call a special meeting without complying with 9310 and it had to be cancelled after my personal Counsel sent District Counsel a letter so advising.

I am also demanding a "cure and correct" regarding your violation of the Brown Act in regards to providing "selected access" to members of the public while denying others access to the meetings. After reviewing the correspondence from of October 12, 2023 from Tyler Law that was placed in the Director's packet of Nov. 9, 2023, I noticed that the Nov. 9, 2023 Agenda also did not have a zoom/call in number for the public, yet you again provided it for a single member of the public on your private device which was previously noted in the correspondence from the law firm. This is a violation of the Brown Act since no access was provided to any of the public at large.

Furthermore, I have not received confirmation or response regarding my requests to put the items on the Agenda for the next meeting (special or otherwise). This will not be a situation where the items did not reach you or the office manager in appropriate time. I am again requesting that our District Counsel provide me and the Board members (not the public) with a breakdown and content of discussions from the January-June Legal bills to reflect appropriate conversational attributions for said work. I completely understand the position that these conversations are attorney-client privileged and should not be detailed to the public, however, there is no reason or defense for not itemizing the work done to the Board Director's themselves and attributing the correct work or request to the correct Director and the time and content of those conversations. What is good for one is good for all.

Pursuant to Policy No. 1060.1, I expect to see the following items on the next agenda:

1. Discussion of legal bills and correct attributions as to work provided to all Board members (not the public if attorney client privilege)
2. Discuss and review Scope of Work for the NACD Grant for Mission RCD to include discussion on items provided by Director Corona on pass-out at Nov. 9, 2023 meeting. (attachment included)
3. Discussion and potential approval of 4 year Cumulative Report for CDFW (Given to Office manager to scan for Board Packet)
4. Discussion and potential vote to form a committee to review submitted RFP's for comparison as to selection of best candidate for suggested work for WETA grant.

Please note that if you refuse to place those items on the next agenda, you will be once again violating the District's Policy and Procedures Manual. On behalf of the minority of the Board and in exercising my fiduciary duty as a Board member, I will be filing this complaint with the District Attorney. The fact that I am put in a position to constantly demand that you adhere to the law and the Brown Act regarding regular meetings only shows the public your lack of experience in this role and the dereliction of duty on the part of the District Counsel who should be advising you of these violations.

Regards,

Rose Corona

CC: District Attorney Michael Hestrin

Agenda items
for Dec...ing.pdf
[13.6 MB](#)

November 27, 2023

Teri,

Pursuant to California Government Code Section 54960.1, I am making a formal demand that the Board of TEAM RCD cure and correct its violations of the Brown Act as detailed below. If the violations are not cured and corrected within thirty (30) days of this letter, then a lawsuit may be brought against TEAM RCD. Section 54954.2 requires that the agenda contain "a brief general description of each item to business to be transacted or discussed at the meeting..." The descriptions of Agenda Items 5 and 7, for the last meeting of November 9, 2023 are deficient and must be corrected and placed on the Agenda for the next agendized meeting for TEAM RCD to consider these items anew.

1. "Discuss and Potentially approve January-June legal expenses" be put on the next meeting's agenda along with this correspondence and be placed in the Director's information packet for reconsideration for the benefit of the public and the Board Directors to completely review.
2. "Discuss and potentially approve the SOW from Mission RCD for Cultivating Inclusion"- This is to include the updated requested information by Director Corona that was excluded from the packet but brought to the meeting and handed out to the Directors.

Agenda Item 5- "Discuss and Potentially approve January-June Legal Expenses".

This description and agenda materials are woefully deficient in that it fails to state the amount of fees incurred and by whom. It does not alert the public if these fees were incurred by District Counsel, outside counsel, and for what tasks. Furthermore, it does not include any of the up to date changes that were made to the bills themselves and, in not submitting those for the packet, eliminated any thorough discussion as to the bills' validity. It is impossible to determine if the work was pre-approved by the District Board consistent with its policy and practice. The Director's Agenda Packet of November 9, 2023, does not contain any detail as to the bills for work performed from "January-June". In fact, the packet contains three (3) pages of bills for legal work performed from "July-September".

According to the Government Code in making the agenda available, materials related to the agenda items and used by the governing body during a meeting must also be made available for review. ((Gov. Code, § 54957.5, subd. (b)(2).) The determining factor for when, where and how to make materials available to the public is when the board itself receives the materials. There are three (3) time frames that apply:

1. **"If board members receive the materials more than 72 hours before the scheduled meeting, then the materials are deemed public records and must be made available upon request and without delay. The location where the documents can be publicly inspected must be included in the posted agenda. (Gov. Code, §§ 54954.1 and 54957-5, subd. (a).)"**

At the last meeting, no relevant legal bills were provided to the Board Directors or the public, either in the packet (72 hours in advance or at the meeting) nor was a location for documentation inspections put on the posted agenda. (Please see Exhibit A)

Every Director has the responsibility of doing their due diligence when dealing with public funds and the President should not bring a vote on any agenda item without providing all the available information to make an informed decision. This was not done and it constitutes a violation of the Brown Act.

- 2. If a member of the governing body or staff of the local agency prepared the materials, and the governing body received the materials during the meeting, the public must have access to the materials during the meeting. (Gov. Code, § 54957.55 subd. (c).)**

Neither the Board nor the public were provided the legal bills to be reviewed and voted upon. Also, copies were not provided at the meeting for the public to review. When asked by the President if the materials had been included in the packet, the office manager stated that they were not. There were no copies of the January – June legal bills in the Directors packet posted for the November 9, 2023 meeting amended or otherwise online or available at the meeting for the public to review.

- 3. If someone outside of the local agency prepared the materials and gave them to the governing body during the meeting, the public must receive access to the materials after the meeting. (Gov. Code, § 54957.5, subd. (c).)**

The materials for the Agenda Packet were prepared for posting online by the office manager who posts the information on the website, however, ultimately, it is the duty of the President to compile and review all materials to be given to the office manager prior to posting to ensure that all correct and needed materials are presented and available to the Directors and the public at the same time in order to make an informed decision regarding the posted agenda item.

Agenda Item 7- Discuss and potentially approve the SOW from Mission RCD for Cultivating Inclusion.

Once again, the agenda description was completely inadequate and the materials presented should have been provided to the public with more detail such as the work to be performed, by whom, and over what period of time, the RFP's reflecting such work and the costs of that work. We were assured in the August meeting that this would be done, and information given to us as to what was being done and what the Board was paying for so the Board could discuss the elements of the grant. In essence a road map.

In the October 12, 2023, meeting the item of approving the Scope of Work for Mission RCD was discussed at length but no vote was able to occur due to lack of unanimous consent on the item. During the October meeting, it was revealed that the President had already authorized work to be done by Mission RCD and it was already completed. The President was requesting approval of the Scope of Work after the fact and requesting \$1200.00 to pay the vendor for the work performed. The Board had never been presented with a scope of work or a contract outline, invoice, or quote for review and approval. It

should also be noted that the Rancho California Water District had already provides these services for free. Therefore, the entire \$1200.00 would have been available for more work with the grant monies to be expanded. Director Parkes had requested that Director Corona present her concerns that she felt needed addressing at the November meeting, therefore allowing the Board be presented with various options, RFPs, vendor qualifications, etc. and itemization in order for the Board to review the best use of funds and allocation of resources for the NACD grant.

Even though the President presented the same Scope of Work information at the November 9, 2023 meeting that was available at the October meeting to request approval, the work had already been performed rendering Director Corona's submission of concerns for review by the Board moot. The President excluded the requested concerns from her Scope of Work information distribution to the Board at the meeting even though she had the information outline of concerns from Director Corona 4 days in advance of the agenda meeting. Having been told that she had missed the deadline for packet information submission, Director Corona passed out the additional information that was requested, which included the Presidents Scope of Work in order for the Board to be more fully informed. At that time, the President attempted to limit discussion of a Director by announcing a 3 minute limitation on Director Corona's ability to speak to the itemized concerns regarding administration of the grant.

In summary of Item 7, the public was denied access to the additional information, and the Board was not given sufficient time to discuss or review the additional concerns presented by Director Corona. The Board also had not been notified of authorization of work nor presented with any information regarding the work they were performing prior to Mission RCD performing it. This would be a gift of public funds and no consideration was given to the fact that this scope of work, would have been free of charge from RCWD.

Furthermore, and most importantly, the President, although authorized to sign the documents for the Grant in July, **has not been authorized** by the Board to implement the grant and therefore, had no authority to approve grant work without first getting authorization from the Board to give her that authority. Giving authority to Mission RCD to do the work without knowledge or vote of the Board, therefore is illegal.

Please include all the attached documentation for packet for discussion at the next agenda meeting in order to avoid future violations of the Brown Act.

Regards,



Rose Corona

Cc: District Attorney -Mike Hestrin

EXHIBIT "A"

AGENDA

**Temecula-Elsinore-Anza-Murrieta Resource Conservation District
Regular Board Meeting
Thursday, November 9, 2023 at 4:00 PM
Truax Building
41923 Second Street, Fourth Floor
Temecula, CA 92590**

Mission Statement:

The TEAM RCD promotes conservation practices of natural resources, opportunities for public education and participation, and a sustainable quality of life for communities within the District

I. Preliminary Functions

- Call to Order - Pledge of Allegiance
- Roll Call/Establish a Quorum
- Approval of Agenda
- Public comment

Any person may address the Board at this time upon any subject not identified on this Agenda but within the jurisdiction of the Temecula-Elsinore-Anza-Murrieta Resource Conservation District. If you wish to address the Board on a matter not on the agenda, please fill in a pink Speaker Request form and give it to the Board Secretary. If you wish to speak to a matter on the Agenda, please fill in a green Speaker Request Form. When the Board President calls your name, please begin by giving your name and address for the record. Each speaker will be given three (3) minutes to address the Board. Please note that for items not listed on the agenda, the Brown Act imposes limitations on what the Board may do at this time. The Board may not take action on the item at this meeting.

II. Consent calendar:

1. Approve Minutes of the Board of Directors Regular Meeting of October 12.
2. Approve current Financials and Management Reports for the period ending October 31, 2023.
3. Approve for current bills and reimbursements:
 - a) Bills paid

- b) Bills to be paid or reimbursement
- c) Accounts Receivable.
- 4. Authorize the Secretary/Treasurer, Newt Parkes, in the event of time constraints, to renew, roll-over or continue the Chase Bank Conservation Easement CD's in the manner he feels best serves the interest of the District's finances.

III. Action Items:

- 5. Discuss and potentially approve January - June legal expenses.
- 6. Discuss and potentially approve archiving ICS email and simultaneously porting email to a new server. Rae Shirer
- 7. Discuss and potentially approve the SOW from Mission RCD for Cultivating Inclusion.
- 8. Discuss and potentially approve the following WETA items:
 - a. CDFA contract (if received by Board meeting date)
 - b. SOW with Mission RCD
- 9. Discuss five year plan - options. Jeff McClenahan
- 10. Discuss Clinton Keith property and mitigation.
- 11. Discuss and potentially approve going dark in December.

IV. Management Report: Rae

Update on records management process

V. Directors' Reports:

VII. Future Agenda Items:

VIII: Adjournment

ADA COMPLIANCE STATEMENT:

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by §202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the District at least 48 hours before the meeting, if possible.

Next Regular Meeting: January 11, 2023, at 4:00 PM

EXHIBIT "B"

NACD GRANT SCOPE OF WORK AND BUDGET

ISSUES AND ITEMS THAT NEED CLARIFICATION

History of NACD Grant to date:

1. The NACD Grant proposal was a general submission based on the criteria of set forth by NACD.
2. TEAM RCD was awarded the grant in June of 2023.
3. The former President advised the NACD that the new contact would be Teri Biancardi and the point of contact was changed in July.
4. The July meeting was cancelled by the new President and agenda item to authorize the new President to sign the MOA and other NACD documents in August. This authorization was limited to signing the MOA and accepting the funds. No authority was given to spend the funds.
5. Although several avenues and questions regarding the grant were discussed at the August meeting, including discussions as to whether the Board would be reviewing RFP's and discussing further scope of work, there was no agenda item to discuss more detailed and itemized billing and budgeting or a plan for the grant and no authorization from the Board to expend funds or authorize work without first having more information as to how the general funds outlined in the initial grant would be expended and work that was to be done. It was the general understanding from those discussions that direction would be given from the Board regarding the more detailed approach to this grant at a future meeting. An outline with more detail with specific costs, RFP's from various outside contractors etc. should have been provided to the Board for review and approval prior to any funds being spent regardless of proposed range of funds outlined in the Grant for specific tasks.
6. In the September meeting a general report was given but no detail was reported or given for review. The President was specifically asked for breakdowns and costs of everything that was going on with the grant and if the Board could see that and the President stated that she had not done all that work. Director asked for an update in writing by the next meeting in October.
7. By the October meeting, there was still no motion to authorize an individual for the lead on the grant, or authorization of work only general information and specific budgets, or outlines of a plan in writing provided as requested. However, it was learned that the President had authorized work to be done without Board knowledge and that she was looking to approve a Scope of Work for Mission RCD.
8. As a Board Director and the initial grant writer, the Board should have been provided with specific Scope of Work and the processes and steps that will be taken to achieve completion of the Grant in order for the Board to agree or vote to discuss various qualifications, request and review RFP's and outside contract work PRIOR to the any work that would be done for each outlined task. Only the District Board has the authority to approve contracts and agreements.
9. One Director should not be arbitrarily making financial commitments or authorizing work without the complete knowledge or prior approval of the Board as to actions being taken on their behalf. Whereas the Board approved the project and the budget, they did not approve a plan, any expenditure of the grant funds or how they would be applied under the general budget submittals under each heading, or preauthorize work without approval of the Board. Nor is it the President's job to implement the grant without Board oversight and approval. It is, however, the job of whoever becomes the Board-appointed lead on this grant even if it is eventually the current President, to present the Board with a PLAN for implementation and the various options available within the original budget and to obtain Board authorization for the expenditure of the grant funds.
10. Not doing one's due diligence in advance by planning and then presentation to the Board, puts the District and its directors at risk and provides no oversight opportunity, both in the implementation of

actions or the financial expenditures, regardless of the parameters of the budget set up in the initial proposal of the Grant. Under the law, it is well established that if a public agency does not follow its procedures and processes for approval of work by a contractor or consultant (Board approval), then if the consultant or contractor does the work anyway, they do so at their own risk of not being paid. Since there was no Board authorization for Mission to do the work, then the law says that **TEAM RCD has no legal obligation to pay Mission's or any other bill that has not been brought to the Board.**

ISSUES AND CONCERNS-As requested here is an outline of the issues and concerns I others may have:

Task 1: Site Assessment

- a. Soil testing-Soil testing was authorized by the President without knowledge of the Board and no information was provided as to what services were received for said soil testing. Whether they were provided for free or otherwise, the Board did not have a scope of work in order to compare or a way to means test what is needed or estimate what costs could truly be attributed to the work.
- b. Irrigation system design also was authorized by the President to Mission RCD to perform for \$1,200.00 without knowledge of the Board. At the Oct. 12 meeting, the President noted that Mission had already completed the work and was asking for authorization to approve funds for Mission RCD to be paid. The Board had no scope of work or RFP to know exactly what work was being performed for the \$1,200.00 and no opportunity to look at potential alternatives in order for TEAM RCD to best use their financial resources. All these tasks should have RFP's in order for the Board AND NACD to know that the Board is doing their due diligence in providing the best service for the best price. The descriptions in the budget are not very descriptive, which would make it difficult to obtain equitable RFP's without a written expectation of standards for the proposed work. In the budget organic farm plan and enhancing pollinators is included. What exactly is going to be done and what is the scope of work for that and costs.
- c. Determine eligibility for NRCS conservation and rebate- The Board needs an explanation and description as to what the parameters and requirements are for "eligibility" and as to what this would entail. If there is a rebate, please explain the rebate program and who would benefit from this? Cultivating Inclusion or TEAM RCD? Is it a one-time rebate or an ongoing one?
- d. Deliverable-Where is the Site assessment report? This should have been provided in advance for the Board to review and be able to ask questions.

TASK 2: Planning Educational Workshops/Site Visits

- a. Identify and schedule the education/therapeutic training program, field trips-What do these entail? What does the scope of work for putting together these workshops look like? What are they looking for and how would they obtain the information? What kind of time does it take to put together a scope of work? Is the point of contact going to do that and then ask for RFP's? What are they meant to achieve? Is this for Cultivating Inclusion staff to be trained or is this solely informational gathering? It doesn't say. Is the point of contact going to do that and then ask for RFP's? This would be a good place to include as "in-kind" donation of time from our Board. Lisa appears to have been chosen without an RFP but are there others that can do this work? This isn't to say she isn't going to be chosen but what are the qualifications to do this work and what is the scope of work? Where are the RFP's that show what other people could bring to the table for the same amount of money?
- b. Plan and schedule workshops on topics identified as critical to the success of natural resource conservation on Urban farmers-What do these entail and what is the goal here? Is it to train the Cultivating Inclusion volunteers to teach others and their special needs kids? Or is it just for the general public? Or Both? What are those topics and give a list of qualified people to give workshops or train to give workshops.

- c. A proposed schedule of workshops and educational site visits and budget- See item b and include a suggested budget with itemized items as to costs.

TASK 3: Implementing Educational Workshops/Site Visits

- a. Meet with Cultivating Inclusion core group to confirm proposed workshop topics and map out dates and time for booking and Plan field trips- What are these field trips and workshops? What will they achieve toward the planning part of the Grant and eventually the potential for implementation? Are they all going to be able to have them held at CI? Who is involved in that, what are the costs, and how do these field trips and workshops fold into the implementation grant?
- b. Contact and schedule speakers for identified training topics- Who will they train? What is the scope of the training in terms of time and people? Is this to train the CI volunteers and crew or just an informational training? What will they provide for the number of topics and the budget restrictions. How will this training help to solidify a better chance at the obtaining the implementation grant?
- c. Coordinate with Scott Murray for site visit and he will provide free planting guide- I spoke with Scott regarding what his free planting guide included, and he knew nothing about being volunteered for this. His rate is incorrect on the budget in which his going rate is \$90.00 an hour not \$45.
- d. Deliverable: Education Training Critical to the Success of an Urban Farm- That would look like what? Please write it out. Mr. Murray wasn't consulted on this.

TASK 4-Business Plan

- a. Who is John McCarthy and where is the Scope of Work he will perform and what is he going to provide for \$1,750.00. The description is vague and says TBD. Any Consultant should be able to give you a breakdown of what their services will entail for that budgetary item. Where is the Scope of Work and qualifications and RFP's from others?
- b. Since SAWA did all the original work to help put this together, they have a frame of reference for the costs associated with the work budgeted and the scope of work needed to satisfy the grant. Have they been contacted or consulted or given the opportunity to explain or participate in this grant? If not, why not?

TASK 5-Final Report

Darcy and Lisa complete a final report @ \$63.00 per hour- How many hours would it take to do a final report and if SAWA was going to do this report how many hours were they going to spend? The original costs were based on SAWA providing this business plan Draft AND writing the Final report.

Other: Budget 10/6/23

1. The budget submitted for Board review dated 10/6/23 notes that the balance for admin/overhead is \$3,370.00. According to the grant, administration can only be 10% which is \$1250.00.
2. Community Needs: Notes a stipend of \$1,650.00 to volunteers at 30 hours each. If they are volunteers then does this not mean for free? Not clear if the amount is an in-kind from the volunteers valued at \$1,650.00. Why isn't this something a TEAM RCD member would be doing as an in-kind donation? If they are getting paid, where is the Workman's Comp insurance? And what kind of work will they be doing to obtain a total of 90 hours of work? Scope of Work please.
3. Incentives- What are we incentivizing and who are we incentivizing and what do they do in exchange for the incentivization?

CONCLUSION: These questions and concerns outlined above have not been addressed or presented to the Board to date. The District Board must perform its oversight role and ensure that there are no further unauthorized actions taking place until the Board has full understanding of a plan to move the various areas of the grant forward. The President or authorized lead must be directed via authorization by the Board to bring forward a plan to be approved by the Board for implementation of the grant and each expenditure of grant funds must be first approved by the Board. Otherwise, the District may lose this grant and may place at risk obtaining future grants due to a potential mismanagement of grant funds.

SOW for MRCD's Role in the NACD Grant

TASK 1: Site Assessment

MRCD (Jameson):

- Soil testing
- Irrigation system design
- Determine eligibility for NRCS conservation and rebate (i.e. irrigation system components) programs

Deliverable: Site assessment report with recommendations

TASK 2: Planning Educational Workshops/Site Visits

MRCD (Lisa)

- Identify and schedule the education/therapeutic training program field trips (TERI, D'Vine Path, etc.)
- Plan and schedule workshops on topics identified as critical to the success of natural resource conservation on urban farms.

Deliverable: A proposed schedule of workshops and educational site visits, with a budget.

TASK 3: Implementing Educational Workshops/Site Visits

MRCD (Lisa)

- Meet with Cultivating Inclusion core group to confirm proposed workshop topics and map out dates/times acceptable for booking. Also plan field trips to D'Vine Path, etc.
- Contact and schedule speakers (may include Lisa) for identified training topics.
- Coordinate with Scott Murray for a site visit and then he will provide a free planting guide.

Deliverable: Education/Training Critical to the Success of an Urban Farm, and Planting Guide

TASK 4: Business Plan

John McCarthy, Propagate Investment

- Will provide business planning training/assistance tbd (\$1,750)

Deliverable: CI Business Plan Draft

TASK 5: Final Report

MRCD (Darcy and Lisa)

- Draft and complete a final report (Darcy's rate is \$63/hr)

Deliverable: Final Program Report

231109 Regular Meeting /

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Budget 10/6/2023

		Task	
Site assessment	Jameson	\$1200.00	Irrigation efficiency evaluation, weed control, soil health, and organic farming plan, enhancing pollinators
Community Needs Survey			
	Stipend: Three Staff/volunteers	\$1650.00	Developing survey instruments, conducting interviews and/or collective surveys, tabulating data preparing a summary. 30 hours each.
	Gas card	\$100.00	For travel in conducting surveys
	Printing and misc office supplies	\$225.00	Survey printing
	Incentives	\$150.00	15 \$10 gift cards for raffle drawing
Outreach to potential long term sponsors		0	Cultivating Inclusion
Training programs			
	Project manager/ consultant	850	See attached budget
	Materials and fees	705	
Business plan		\$1750.00	Consultant to train CI volunteers on building a living business plan
Final Report	TBD		Darcy at \$63 per hour
Total excluding final report		\$6630.00	
Balance for admin/overhead		\$3370.00	

PROPOSED BUDGET FOR TRAINING OBJECTIVES AT CULTIVATING INCLUSION			
PROJECT MANAGER TASKS	HOURS	RATE	COST
Identifies therapeutic farm sites to visit	0.5	\$45/hr	22.50
Identifies critical topics for urban farmers	1.0	\$45/hr	45.00
Identifies speakers/consultants for workshop training	1.0	\$45/hr	45.00
Arranges/attends meetings with CI core group	2.0	\$45/hr	90.00
Organizes farm site visits	2.0	\$45/hr	90.00
Books speakers/consultants for workshops	2.0	\$45/hr	90.00
Schedules visit for planting guide from Scott Murray	0.5	\$45/hr	22.50
Assists/Liaison for site visit and workshop events	8.0	\$45/hr	360.00
Fills in as speaker/consultant for 1 workshop	2.0	\$45/hr	90.00
SUBTOTAL			\$855.00
MATERIALS AND FEES	UNIT	PRICE	COST
Non-volunteer speaker/consultants (1x)	2.0 hr	\$90	180.00
Materials for workshops (tbd)	--	--	375.00
Refreshments at workshops (5x)	5 events	\$30	150.00
CI's gas mileage to/from site visits (volunteer rate)	per mile	\$0.14	tbd
SUBTOTAL			\$705.00
TOTAL			\$1560.00

Matching Funds: Supplies, Equipment and Promotion	0
Matching Funds: Consultant or Contractors	500
Matching Funds: Administrative	500
Required Match: 25% of NACD Funds	2500.00
Total Match Proposed:	3400.00

Budget Description - 300 word limit Murrieta Community Gardens and Learning Center Planning Budget (\$13,400):

Activity	Expense	Entity	Source
Site assessment1	\$1,200	contractor	NACD
Community outreach2	\$1,750	salary	NACD
Training3	\$1,200	consultant	NACD
Supplies4	\$750	contractor	NACD
Partnering5	\$2,500	salary	TEAM RCD Board Members6
		Consultants7	
Project Mgmt.8	\$2,500	salary	NACD
Business plan9	\$1,750	salary	NACD
		consultant	NACD
Administration10	\$1,750	salary	NACD
		salary	TEAM RCD Board Members

Footnotes:

October 10, 2023

Mr. Minh Tran

Riverside County Counsel

3960 Orange St STE 500

Riverside, CA 92501

mtran@rivco.org

SUBJECT: DISTRICT COUNSEL'S REFUSAL TO SUPPLY ITEMIZED BILLINGS AND ATTRIBUTION AND TO WITHDRAW OR ISSUE ADDENDA TO BILLING INVOICES # 82067, 84371,85557, 86795,AND PARTIAL 88142.

Mr. Tran,

I am the Past President of the Temecula-Elsinore-Anza-Murrieta Resource Conservation District and served as President at the time that the work reflected in Invoice Nos. #82067,84371, 85557, 86795, and 88142 was performed by your deputies, Melissa Cushman, (January) and Aaron Gettis. I have sent several emails to your Budget Administrator Susana Bocanegro objecting to certain charges listed in both invoices to which I never received a written response from your offices. Ms. Bocanegro did acknowledge that we would not be paying those bills and that she would be forwarding them to you. The invoices remain pending, and I have yet to receive an itemized accounting of all the charges, specifically those attributed to me which never happened. We have been advised by the District's new President that she was negotiating with your office to pay all or some of these invoices and that she intends to seek District Board approval at this week's meeting on October 12. For the reasons set forth below, District Counsel must withdraw these invoices or issue addenda (82067,84371,85557,86795) to the District for the incorrect and invalid charges. The portion of the June invoice (#88142) where Mr. Gettis has removed his trip expenditures to our meeting in the September meeting, yet it has been reinserted in the upcoming Oct. 12 meeting is unacceptable because the billing should not have occurred in the first place. I did not request it and the new President was not installed until the end of the meeting.

First, as stated in my prior writings to your office, the work performed by Ms. Cushman and Mr. Gettis and reflected in these invoices did not comply with the District's policy that no legal work may be initiated by District Counsel without District Board approval. Other than minor clarification in short conversations by myself as President at the time, a majority of the work reflected in these invoices and attributed to myself, was not authorized by the District Board nor was the work a result of my request to do the work. The work that Mr. Gettis performed and billed was done at the request of one District Director in violation of the policy. Now, this one District Director, with full knowledge of the Board's policy, is seeking to pay for some or all of the work.

Second, and more importantly, the District's payment for some or all of the work noted in these invoices would be a gift of public funds under Article VI, Section 6 of the California Constitution. Since the District is not legally obligated to pay those invoices, payment would be a gift to the County. As you know, the District is an independent special district under the Public Resources Code and is not a subdivision of the County.

Lastly, District Counsel has violated its ethical obligations to the District. As you also know, the District Board, not one director, is the client under Rule 1.13 of the California Rules of Professional Conduct of the State Bar of California. The District Board adopted a policy on legal work that Mr. Gettis knowingly and intentionally violated during my tenure as President. As of today, your office has not withdrawn those invoices nor provided the requested information as to who on our Board received legal advice without Board approval during my last 6 months as President. Nor has your office contacted me to discuss the billings during my tenure or issued an addendum in writing to my request to itemize the bills so that the Board can see the billing in its entirety and determine exactly who has been requesting legal services without the authority of the Board and what the content of those legal services and conversations were. All the bills were attributed solely to myself, and as my correspondence has pointed out, many of those charges were not mine nor did I ask for the services listed. The new President and the Board cannot retroactively pay for bills if in doing so violates the gift of public funds clause in order to satisfy these bills since they should not have legally been billed in the first place.

Nor can the President unilaterally "negotiate" a billing when she would not know the context of the conversations that were or were not had, therefore how is negotiation possible without the one person who did or didn't have those interactions? Counsel also cannot deny the Board Directors information that was discussed by District Counsel and an individual Director since it violates Rule 1.13 of the California Rules of Professional Conduct by the State Bar of California. This only perpetuates a concern that District Counsel is personally serving one Director, not the entire Board. Eliminating or attributing billing falsely to one Director, and eliminating the

conversations, e-mails and discussions of other Directors makes it appear that there is an attempt to cover up the amount of legal advice that is being given for free to some directors while charging others for legal advice and time that was never given.

As an independent governmental agency, this behavior by District Counsel presents other ethical problems for your office. I commend to you Comments 1, 2, 3, and 6 to Rule 1.13. Mr. Gettis has also violated his duty to the District Board under Rule 1.2 by refusing to abide shall abide by a client's decisions concerning the scope and objectives of representation.

I will also direct you to compare the attached legal bills that were initially sent and the "updated" bills that were included in our September meeting's packet along with the new "negotiated" bills for the meeting of Oct. 12, 2023 that the new President illegally "negotiated" with your office since again, this would be a gift of public funds. The work was never authorized by the TEAM RCD Board. Secondly, you will note that the "negotiated" billing of January for work done for the Special meeting, have been completely eliminated. The request for authorization for legal services for that meeting were never brought to the Board for approval. However, my brief conversations with Ms. Cushman and billing for those have been left in to be billed. The item on 1/19/23 would not be necessary to be billed to me if the illegal special meeting had not been called in the first place. In addition, I do not believe that a one line note to Counsel stating I would not be attending the illegal special meeting warrants a charge of one hour. The e-mails from 1/30/23 and 1/31/23 were brief requests by Counsel that elicited short responses but certainly not an hours' worth of work unless she was having discussions with other Directors which would not be normal procedure for Ms. Cushman. Although Ms. Biancardi's charges and that of the majority joining her, were eliminated, my charge was left in. The pattern of selective billing to one particular Director and not others is quite clear.

Furthermore, in an e-mail to me regarding a budget discussion item on District Counsel, (copy included) Ms. Biancardi noted that the bill for January has been eliminated because she was given bad legal advice. In defense of Ms. Cushman, this statement is entirely false. I spoke to Ms. Cushman on January 13, 2023, who informed me of the request for the "majority" of the Board to hold a special meeting in order to discuss elections of new officers and Associate Directors and asked if I could attend. I told her that I could not on that date but could attend the following week or any other time. I then asked Ms. Cushman point blank what her advice was to Ms. Biancardi regarding holding the special meeting and she stated, "I told her it probably isn't a very good idea and that she should wait until the regularly scheduled meeting." After offering alternative dates, Ms. Cushman said that she would request the alternatives but also advised me that if I could not make the scheduled meeting of the 19th", that the majority would probably

hold the meeting "with or without me." So, it wasn't that Ms. Biancardi was given bad advice. The fact is, she refused to take the good advice that was given by District Counsel. It is not the fault of District Counsel if your client chooses to ignore sound advice and therefore, as you know, the responsibility for potential liability lies with the Director and those who ignored the advice personally to pay the legal fees to defend their decision. As a result of ignoring the advice of District Counsel, I had to hire outside Special Counsel at my expense in order to stop 3 Directors from violating the Brown Act. Ms. Cushman's advice was sound, and it was ignored.

The remainder of these bills still have me attributed to conversations and requests of legal counsel that as stated before are wildly out of line with the time spent or did not even occur with me or were time spent by myself informing the District Counsel as to Special District procedure or TEAM RCD policy and should be something that the Counsel should already be knowledgeable on. Any other conversations happened with other Directors, for example, the 5/22/23 attribution for "PRA and Insurance" never happened. As I mention in my response, this was an e-mail from another director who had requested the information of the Insurance carrier for the Board. Conversations she may have had with District Counsel should not be attributed to me. Conversely, there are several meetings in which both District Counsel and the new President mention discussions of policy and approval by District Counsel so why aren't these conversations reflected in the billing to the appropriate person and only attributed under my name? Was District Counsel billing only the former President for all the work in order to provide individual free legal advice to one, two or three Directors without the knowledge of the Board? Under whose authority was this work approved and why?

If District Counsel does not withdraw those invoices and the District ends up paying some or all of the charges, then the District will have made a gift of public funds. It will also create an auditing exception for the District's auditors, and they will be unable to issue a clean audit. That audit exception will then pose a significant issue for the County Auditor Controller who approves the District audit every three years as permitted under the Government Code. These adverse consequences would further demonstrate District Counsel's breach of its ethical duties to the client as well as a breach of ethical and fiduciary duties by the President who is now trying to "negotiate" down bills based on eliminating only the charges she herself has incurred by her own choosing, not at the advice of your office or without the knowledge of the Directors who are entitled to that information if they request it. Seems rather convenient that all the discussions and legal advice for the last 6 months she had requested was neither accounted for, passed at the Board level nor the content of those discussions were brought to the Board to have complete transparency in the new "negotiated" billings. But we know that they had happened because at least Ms. Cushman accounted for those conversations in her billings. It is obvious

that the "negotiated" bills have eliminated all of the conversations with the majority of the Board, in particular the new President. Therefore, it is also obvious that District Counsel and the new President are breaching their ethical duties to the District and failing to represent the District Board in an equitable manner.

Consequently, I am requesting that District Counsel:

1. Withdraw the invoices or issue addenda immediately based on conversations with the former President to which the false billings are attributed under her name.
2. Provide the District Board with detailed billings since January 1 identifying the work performed, the date that the request was made and by whom, the District Board or an individual District Director, and a summary of what work was performed and what was discussed. If the work was approved by the Board, then when did the Board give its pre-approval for the work to be done. Please provide the dates of the Board's approval of the legal work to be performed and the minutes showing the approval.
0. Provide the District Board with the requested detail via e-mail and regular e-mail.
3. Submit a letter to the District Board that District Counsel will strictly adhere to the District Board's policy that no work will be performed and billed unless and until the District Board has formally approved the work at a noticed meeting.

These actions by your office has left me with no choice but to continue to faithfully carry out my fiduciary duty to the District by also notifying the State Auditor, State Controller, County Auditor Controller, District's Auditor, the Riverside County Civil Grand Jury, and the State Bar of California of these breaches.

Regards,



Rose Corona

cc: State Auditor

State Controller

County Auditor Controller

TEAM RCD's Auditor Nigro and Nigro

Riverside County Civil Grand Jury

State Bar of California



OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE

3960 ORANGE STREET, SUITE 500
RIVERSIDE, CA 92501-3674
TELEPHONE: 951/955-6300
FAX: 951/955-6322 & 951/955-6363

November 6, 2023

Rose Corona, Director
Temecula-Elsinore Anza Murrieta
Resource Conservation District
PO Box 2078
Temecula, CA 92593-2078

Re: Response to October 10, 2023, Letter re District Counsel's Refusal to Supply Itemized Billings

Director Corona:

This response addresses the claims and accusations from your October 10, 2023, letter ("Letter") as it relates to the Office of County Counsel's representation of the Temecula-Elsinore Anza Murrieta Resource Conservation District (TEAM RCD) and a dispute over the Office of County Counsel's legal bills since January 1, 2023. The primary allegation in the Letter appears to be based on the definition of Rule 1.13(a) of the California Rules of Professional Conduct and asserts that the Office of County Counsel has violated the ethical duties to TEAM RCD by responding to emails and other requests from the President of TEAM RCD rather than obtaining permission from the entire TEAM RCD. This is an inaccurate conclusion according to the language of Rule 1.13(a) and Comment No. 1 from the State Bar of California, as discussed further below. It is also worth noting that many of the requested responses from TEAM RCD Presidents was during Director Corona's tenure as President.

Another more auxiliary point made in the Letter is that TEAM RCD should not have to pay the Office of County Counsel's legal bills based on the alleged ethical violation because such payment for these events would amount to a gift of public funds. This reasoning is flawed. The Office of County Counsel's response to TEAM RCD Presidents was not only *not* a violation of the Office's ethical duties but the California Rules of Professional Conduct *compelled* the Office of County Counsel to produce a response. Thus, the Office of County Counsel's legal bills were accurate, and payment of the legal bills is required.

Lastly, please note the Letter appears to have been sent to the incorrect email (mtran@rivco.org) and as such was not received until sent to us from another party. The correct email address is mitran@rivco.org.

California Rules of Professional Conduct

The primary allegation made in the Letter is that the Office of County Counsel improperly responded to legal requests made by TEAM RCD Presidents. However, as explained below,

Rose Corona

Re: Response to October 10, 2023, Letter re District Counsel's Refusal to Supply Itemized Billings

November 6, 2023

Page 2

TEAM RCD Presidents are authorized agents of TEAM RCD and may make legal requests to the Office of County Counsel that the Office of County Counsel is legally required to respond.

According to Rule 1.13(a) of the 2023 California Rules of Professional Conduct, a lawyer representing an organization provides that representation to its authorized agents (which, in the case of TEAM RCD, would include TEAM RCD Presidents), as follows:

(a) A lawyer employed or retained by an organization shall conform his or her representation to the concept that the client is the organization itself, acting through its duly authorized directors, officers, employees, members, shareholders, or other constituents overseeing the particular engagement.

Comment No. 1 addressing Rule 1.13(a) echoes the fact that the lawyer's representation of an organization is carried out through representation of its acting agents or fiduciaries: "an organizational client can only act through individuals who are authorized to conduct its affairs. The identity of an organization's constituents will depend on its form, structure, and chosen terminology... For purposes of this rule, any agent or fiduciary authorized to act on behalf of an organization is a constituent of the organization."

A review of the bills from the Office of County Counsel to TEAM RCD since January 1, 2023 reveals that in compliance with Rule 1.13(a) of the Rules of Professional Conduct, the Office of County Counsel carried out its ethical duty to TEAM RCD by responding to direct requests for advice, information, agenda reviews, et al from the various Presidents (both President Corona and President Biancardi), who are the acting agents or fiduciaries of TEAM RCD. In other words, when direct requests for legal advice were received from any of the various Presidents, it was the Office of County Counsel's ethical duty to respond to such requests for the furtherance of TEAM RCD, even though they were made by an individual President. Case-in-point, on April 9, 2023 (Easter Sunday), President Corona sent Chief Deputy County Counsel Aaron C. Gettis upwards of ten emails requesting review and comment. Per Director Corona's own Letter and reasoning, the Office of County Counsel should not have responded to her requests or that response could not be billed to TEAM RCD because the entire TEAM RCD did not request a response. However, this approach would have violated the Rules of Professional Conduct because, as stated under Rule 1.13(a), the representation of the organization occurs by *acting through* its duly authorized directors, officers, employees, members, shareholders, or other constituents, which would include both President Corona and President Biancardi of TEAM RCD. Therefore, not only did the Office of County Counsel not violate its legal duty by responding to all legal requests from Presidents but, it was *legally required* to do so because those Presidents were lawful agents of TEAM RCD.

A suggestion offered in the Letter was that the Office of County Counsel should have only responded to legal requests made by the *entire* TEAM RCD Board. However, this suggestion would cause TEAM RCD to balance waiving attorney-client privilege against the requirements of the Brown Act for open public meetings. In other words, requiring the entire TEAM RCD Board to agree to make a legal request to the Office of County Counsel compels TEAM RCD to waive attorney-client privilege because such a request must be made at an open public meeting. The Brown Act only permits closed session meetings in a narrow subset of circumstances.

Rose Corona

Re: Response to October 10, 2023, Letter re District Counsel's Refusal to Supply Itemized Billings

November 6, 2023

Page 3

TEAM RCD Policies

In addition to the Rules of Professional Conduct, Director Corona alleges in the Letter that there is an "adopted policy on legal work that Mr. Gettis knowingly and intentionally violated during my tenure as President." It is unclear which policy the Office of County Counsel specifically violated.

Per the Legal Services Agreement (LSA) executed February 22, 2021, between the TEAM RCD (referred to as the "District" in the LSA) and the Office of County Counsel, the scope of services identify a series of general legal actions that may be performed.¹ *District* is merely defined as the TEAM RCD. Moreover, Section IV. of the LSA states that "all legal services should be made in writing by email or by hard copy by the District Manager. It is understood by the parties that District shall not be relieved from the obligation to pay Counsel for legal services provided when such requests are not in writing." TEAM RCD does not employ a District Manager. As such, the LSA provides little clarity as to whether individual directors or the TEAM RCD President can or cannot engage the Office of County Counsel for said services under the LSA.

Furthermore, in reviewing the TEAM RCD Policy Manual, the Code of Ethics Policy No. 2010 states that "Directors should practice the following procedures: in seeking clarification on informational items, Directors may directly approach professional staff members to obtain information needed..." The Policy Manual states that Directors should, "in seeking clarification for policy-related concerns...be referred directly to the District Manager or legal counsel." Moreover, the Members of the Board of Directors Policy No. 2150 states that any requests by an individual director for any substantive information and/or research from District staff shall be channeled through the District Manager. Accordingly, the Policy Manual only makes passing references to specific tasks or duties of the various directors and provides no clarity on how these requests would move forward as TEAM RCD does not employ a District Manager.

Gift of Public Funds

In addition to claiming that the Office of County Counsel violated its ethical duty by responding to legal requests from Presidents of TEAM RCD, the Letter claims that the billing entries related to those legal responses should be stricken because payment for such work would be a gift of public funds. This reasoning is inaccurate. Article 16, Section 6 of the California Constitution prohibits state and local entities from the unauthorized expenditure of public funds without adequate consideration or public purpose. In this case, both consideration and a public purpose was present because the Office of County Counsel performed legal services that it was ethically and legally required to perform and generated bills for such legal services for TEAM RCD. Thus, the work performed by the Office of County Counsel at the request of the Presidents of TEAM RCD was not a gift of public funds.

Conclusion

As analyzed above, the Letter confuses the language of Rule 1.13(a) of the California Rules of Professional Conduct. As discussed in the Rule, while it is the District and not a specific individual

Rose Corona

Re: Response to October 10, 2023, Letter re District Counsel's Refusal to Supply Itemized Billings

November 6, 2023

Page 4

that is the ultimate client, the actual legal representation flows through the "duly authorized directors, officers, employees, members, shareholders, or other constituents." Additionally, neither the LSA nor the District's policies make clear a specific process that must be adhered to in order to respond to a direct written request for support or comment from the President. As such, the Office of County Counsel would be derelict in its duty to simply ignore such requests and fail to respond to the client's request when made by a President of TEAM RCD. Lastly, Director Corona argues that the Office of County Counsel has been unresponsive to her or TEAM RCD as it relates to billing. In opposite, the Administrative Deputy for the Office of County Counsel has regularly reached out and continues to actively work on any billing issues with TEAM RCD.

Sincerely,

MINH C. TRAN
County Counsel



AARON C. GETTIS
Chief Deputy County Counsel

ACG:mem

cc: Ben Benoit, Auditor Controller

¹ LSA, Section III. Scope of Legal Services [legal services "include, but are not limited to the following issues: serve as Department's general legal counsel on an as-needed basis, except where special counsel is required; attend in-person meetings with the District Board and its employees when requested; provide general advice to the Board members, officers, and employees as requested by the District; prepare legal opinions as necessary and requested by District; assist District in responding to public records act requests as needed; prepare and/or review contracts, agreements, resolutions, ordinances, or any legal matter; prepare occasional reports and present information at public hearings as requested; negotiate, represent, and render advice on transactional matters; prepare and give training sessions or other presentations when requested; and any other legal services requested by the Board or District Manager."]



From: Rose Corona rose.corona@teamrcd.org
Subject: Legal Bill Correspondence from District Counsel
Date: November 9, 2023 at 2:19 PM
To: Teri Biancardi teri.biancardi@teamrcd.org
Cc: Newt Parkes Newt.parkes@teamrcd.org, pablo.bryant@teamrcd.org, Jeff.McClenahan@teamrcd.org, Gettis, Aaron AGettis@rivco.org

TEAM RCD Directors:

Please note that this issue has been forwarded to the Waste, Fraud and Abuse department of the Riverside Auditor/Controller. Regardless of this communication from District Counsel, the letter written by District Counsel attached in the last e-mail does not make it the final word since obviously there is a difference of opinion. The issue is still not settled since the issue is under review by the County and we are awaiting their response and a response from the State. This correspondence has also been sent to our own Auditors, the California State Controller and California State Auditor. I suggest that until this issue is resolved on both the County and State levels that the item be pulled from the agenda. Please do not "reply all"

Regards,

Rose Corona



From: Teri Biancardi teribiancardi@icloud.com
Subject: Re: Proposed resolution of TEAMRCD's outstanding legal bills
Date: August 14, 2023 at 3:20 PM
To: Garcia-Bocanegra, Susana SGBocanegra@Rivco.org
Cc: Aaron Gettis AGettis@RIVCO.ORG, Minh Tran MiTran@Rivco.org

Thanks, Susana,

Consistent with the other invoices, I would suggest removing the cost for Aaron's meeting attendance, as that did not come at the Chair's request, for a total of \$246.38.

If this rationale is acceptable to you, I make the total outstanding dating from January (no March invoice) as \$2626.90.

Would it be possible for you to send a revised invoice with that new total? It would be best if that could come to my email at Teri.Biancardi@TEAMRCD.org.

Many thanks,

Teri

On Aug 14, 2023, at 2:58 PM, Garcia-Bocanegra, Susana <SGBocanegra@Rivco.org> wrote:

Hi Teri,

Thank you for reviewing the outstanding invoices and for your consideration of paying some of the costs. The only other invoice not included and still outstanding is Invoice 88142, attached, invoice is for June 2023 services.

Please feel free to review and let me know if any of such costs will be paid.

Thank you,

Susana Garcia-Bocanegra, CPA
Administrative Deputy
Office of County Counsel
County of Riverside
Phone: (951) 955-5403
Fax: (951) 955-2226
Email: sgbocanegra@rivco.org

<image001.jpg>

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From: Teri Biancardi <teribiancardi@icloud.com>
Sent: Monday, August 14, 2023 2:07 PM
To: Gettis, Aaron <AGettis@RIVCO.ORG>; Garcia-Bocanegra, Susana <SGBocanegra@Rivco.org>
Cc: Tran, Minh <MiTran@Rivco.org>
Subject: Proposed resolution of TEAMRCD's outstanding legal bills

CAUTION: This email originated externally from the **Riverside County** email system. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.

Hello Aaron and Susana,

I am writing to follow up on the correspondence you received from Rose Corona of TEAMRCD. I am the current President of the District, and I am looking to resolve this outstanding matter. I have reviewed the legal charges and am attaching the disputed invoices with suggested revised billing.

I suggest eliminating the majority of the costs around the February billing as ultimately the District did not receive correct legal advice which meant the Special Meeting was not able to be held. I also am suggesting the in-person cost of attendance by Aaron Gettis be waived as it is my understanding from Rose's correspondence that she did not request that counsel attend.

I am going to seek the direction of the Board, but anticipate that going forward it will not be necessary for Aaron to make the trek to our meetings, but would ask that he be available via text in case something comes up.

The invoices that are attached are from February, April, May and June. I do not have any other invoices or reasonably easily obtainable records yet of what might have been paid or what else might be outstanding. I would appreciate your review of these amended invoices and a finalization of our obligation.

Many thanks,

Teri Biancardi

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County of Riverside California

<TEAM RCD.pdf>

OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE
3960 ORANGE STREET, SUITE 500
RIVERSIDE, CA 92501
(951) 955-6300

February 15, 2023

TEMECULA-ELSINORE-ANZA-MURRIETA RESOURCE CONSERVATION DISTRICT
Temecula-Elsinore-Anza-Murrieta Resource Conservation District
P. O. Box 2078
Temecula, CA 92593

OUR FILE: 202136109
INVOICE NUMBER # 82067

Statement of Account for Services Rendered Through January 31, 2023

RE: Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD)
General Billing Matter



ATTORNEY FEES

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
01/05/23	MRC	tc w r corona re registrar of voters question	0.10	18.95
01/13/23	MRC	Research re special meeting and other requirements, tcs w r corona re same, tc w t biancardi re same, ic w/ atty tran re same, multiple emails re same, research and draft email memo re proposed special meeting, review and revise same, filing	3.00	568.56
01/17/23	MRC	Review draft agenda, research re same, review and revise same, draft email re same, finalize agenda and draft meeting email notice, check return receipts and confirmation emails, calendar and begin preparing for meeting, multiple emails re potential for hybrid/virtual meeting, research re same, multiple tcs to Supervisor Washington's office re same, multiple emails re conflicts rescheduling etc.	3.50	663.32
01/18/23	MRC	Continue researching re special meetings, multiple vms and conf calls w supervisor washington's office re capabilities, multiple emails re same, multiple emails re hybrid meeting, research re same, research re agenda requirements for hybrid meeting, draft, review and revise agenda per same, multiple emails re same, research draft review revise and finalize notices, emails re posting, check website, multiple emails re same, continue researching re brown act requirements etc.	4.50	852.84
01/19/23	MRC	Prepare for special meeting, review return receipts for agenda, filing, review Fennemore letter re special meeting, research re legal issues raised in same, multiple emails re same, multiple tcs w t biancardi re same, research re cancelling meeting, multiple emails re same, draft cancellation email notice, multiple emails re same, multiple tcs and emails to ensure receipt, tc w supervisor washington's office re cancellation, work with office manager re cancellation notice and posting, tc w newt, tc w jeff, review return receipts, filing	4.80	909.70

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
01/23/23	MRC	Review resignation letter and emails, research and draft email re same, review emails re cancellation of special meeting, review VM from Jeff McClendon, tc re same, filing	0.60	113.71
01/24/23	MRC	Research re appointment and proxy requirements, emails w registrar of voters	1.00	189.52
01/26/23	MRC	.ic w attys moran and tran re accusations of cimirmal behavior, work to get meeting and docs from COB	0.20	37.90
01/30/23	MRC	Review agenda request, multiple emails re same, filing	0.60	113.71
01/31/23	MRC	Multiple emails, research re oath question, tc w r corona	0.60	113.71

STAFF SUBTOTALS

MRC	Melissa R. Cushman	18.90 hr @	189.52	\$	3,581.92	<u>132.66</u>	
Total Professional Services						18.90	\$ <u>3,581.92</u>
Total Current Charges							\$ <u>3,581.92</u>

OFFICE OF COUNTY COUNSEL
 COUNTY OF RIVERSIDE
 3960 ORANGE STREET, SUITE 500
 RIVERSIDE, CA 92501
 (951) 955-6300

April 19, 2023

TEMECULA-ELSinORE-ANZA-MURRIETA RESOURCE CONSERVATION
 DISTRICT
 Temecula-Elsinore-Anza-Murrieta Resource Conservation District
 P. O. Box 2078
 Temecula, CA 92593

OUR FILE: 202136109
 INVOICE NUMBER # 84371
 AGENCY: 8028

Statement of Account for Services Rendered Through March 31, 2023

RE: Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM
 RCD)
General Billing Matter



ATTORNEY FEES

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
03/09/23	ACG	Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) (Corona, Rose): drive to Temecula and attend district hearing.	3.50	663.32
03/28/23	ACG	Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) (Corona, Rose) review and discuss litigation hold letter. Forward to staff.	0.70	132.66
03/31/23	ACG	Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) (Corona, Rose) review procedure re to administrative director process; review public resources code; review document for legality related to changes to AD process.	1.10	208.47

STAFF SUBTOTALS

ACG Aaron C. Gettis 5.30 hr @ 189.52 \$ 1,004.45 341.13

Total Professional Services 5.30 \$ 1,004.45

Total Current Charges \$ 1,004.45

OFFICE OF COUNTY COUNSEL
 COUNTY OF RIVERSIDE
 3960 ORANGE STREET, SUITE 500
 RIVERSIDE, CA 92501
 (951) 955-6300



May 16, 2023

TEMECULA-ELSINORE-ANZA-MURRIETA RESOURCE CONSERVATION DISTRICT

OUR FILE: 202136109
 INVOICE NUMBER # 85557

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

Statement of Account for Services Rendered Through April 30, 2023

RE: Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD)
General Billing Matter

ATTORNEY FEES

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
04/04/23	ACG	Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) (Corona, Rose): email discussions related to letters filed from outside law firm.	0.30	56.86
04/08/23	ACG	Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) (Corona, Rose) draft update comments to team rcd directors. Multiple emails with Chair.	3.10	587.51
04/09/23	ACG	Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) (Corona, Rose): review and respond to multiple emails related to agenda, and issues related to associate director application process.	0.90	170.57
04/12/23	ACG	Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) (Corona, Rose): email responses to directors related to agenda and agenda process.	0.30	56.86
04/13/23	ACG	Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) (Corona, Rose): review memo and emails in preparation for meeting; attend in person TEAM RCD meeting.	4.30	814.94
04/14/23	ACG	Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) (Corona, Rose): review and clean up proposed amendments; emails re same.	0.60	113.71

STAFF SUBTOTALS

ACG Aaron C. Gettis 9.50 hr @ 189.52 \$ 1,800.45

985.57

Total Professional Services

9.50 \$ 1,800.45

OFFICE OF COUNTY COUNSEL
 COUNTY OF RIVERSIDE
 3960 ORANGE STREET, SUITE 500
 RIVERSIDE, CA 92501
 (951) 955-6300



June 19, 2023

TEMECULA-ELSINORE-ANZA-MURRIETA RESOURCE CONSERVATION DISTRICT
 Temecula-Elsinore-Anza-Murrieta Resource Conservation District
 P. O. Box 2078
 Temecula, CA 92593

OUR FILE: 202136109
 INVOICE NUMBER # 86795

Statement of Account for Services Rendered Through May 31, 2023

RE: Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD)
General Billing Matter

ATTORNEY FEES

Date	Atty	Description	Hours	Amount
05/08/23	ACG	Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) (Corona, Rose): work on policies; emails re same.	1.20	227.42
05/10/23	ACG	Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) (Corona, Rose): review and discuss process for associate directors and review new proposal; review agenda and attachments.	1.20	227.42
05/11/23	ACG	Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) (Corona, Rose) research issues related to agenda and change of associated director process; draft comments; research brown act issues related to minutes; travel to and attend meeting.	1.10	220 966.55
05/22/23	ACG	Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) (Corona, Rose): email correspondence re to PRA and insurance.	0.50	94.76
05/30/23	SKM	Review and analysis of email from Rae re Brown Act requirements for teleconference meetings; research and analysis of brown act and public resources code; preparation of analysis and reply.	0.80	151.62

STAFF SUBTOTALS

ACG	Aaron C. Gettis	8.00 hr @	189.52	\$	1,516.15
SKM	Sarah K. Moore	0.80 hr @	189.52	\$	151.62

921.22

Total Professional Services

8.80 \$ 1,667.77

Total Current Charges

Page 287 of 383

\$ 1,667.77

OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE
3960 ORANGE STREET, SUITE 500
RIVERSIDE, CA 92501
(951) 955-6300

July 14, 2023

TEMECULA-ELSINORE-ANZA-MURRIETA RESOURCE CONSERVATION
DISTRICT
Temecula-Elsinore-Anza-Murrieta Resource Conservation District
P. O. Box 2078
Temecula, CA 92593

OUR FILE: 202136109
INVOICE NUMBER # 88142
AGENCY: 8028

Statement of Account for Services Rendered Through June 30, 2023

RE: Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD)
General Billing Matter

ATTORNEY FEES

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
06/08/23	ACG	Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) (Corona, Rose): prepare for meeting; travel to and attend RCD meeting.	4.10	777.03
06/19/23	ACG	Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) (Biancardi, Teri): discussions related to transfer of chair and process; review email and draft suggested changes. Review team rcd rule and procedures for information related to removal of officers and appointments.	1.30	246.38

STAFF SUBTOTALS

ACG	Aaron C. Gettis	5.40 hr @ 189.52	\$	1,023.41		
Total Professional Services					5.40	\$ 1,023.41

Total Current Charges					\$	1,023.41
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OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE
3960 ORANGE STREET, SUITE 500
RIVERSIDE, CA 92501
(951) 955-6300

February 15, 2023

TEMECULA-ELSINORE-ANZA-MURRIETA RESOURCE CONSERVATION
DISTRICT
Temecula-Elsinore-Anza-Murrieta Resource Conservation District
P. O. Box 2078
Temecula, CA 92593

OUR FILE: 202136109
INVOICE NUMBER # 82067

Statement of Account for Services Rendered Through January 31, 2023

RE: Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM
RCD)
General Billing Matter

ATTORNEY FEES

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
01/05/23	MRC	tc w r corona re registrar of voters question	0.10	18.95
01/19/23	MRC	Multiple emails, research re oath question, tc w r corona	0.60	113.71

STAFF SUBTOTALS

MRC	Melissa R. Cushman	0.70 hr @	189.52	\$	132.66		
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	Total Professional Services	0.70	\$	132.66
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	Total Current Charges		\$	132.66
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OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE
3960 ORANGE STREET, SUITE 500
RIVERSIDE, CA 92501
(951) 955-6300

April 19, 2023

TEMECULA-ELSINORE-ANZA-MURRIETA RESOURCE CONSERVATION
DISTRICT
Temecula-Elsinore-Anza-Murrieta Resource Conservation District
P. O. Box 2078
Temecula, CA 92593

OUR FILE: 202136109
INVOICE NUMBER # 84371
AGENCY: 8028

Statement of Account for Services Rendered Through March 31, 2023

RE: Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD)
General Billing Matter

ATTORNEY FEES

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
03/28/23	ACG	Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) (Corona, Rose) review and discuss litigation hold letter. Forward to staff.	0.70	132.66
03/31/23	ACG	Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) (Corona, Rose) review procedure re to administrative director process; review public resources code; review document for legality related to changes to AD process.	1.10	208.47

STAFF SUBTOTALS

ACG	Aaron C. Gettis	1.80 hr @	189.52	\$	341.13	
						341.13
Total Professional Services						1.80 \$ 341.13

Total Current Charges						\$ 341.13
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OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE
3960 ORANGE STREET, SUITE 500
RIVERSIDE, CA 92501
(951) 955-6300

May 16, 2023

TEMECULA-ELSINORE-ANZA-MURRIETA RESOURCE CONSERVATION
DISTRICT
Temecula-Elsinore-Anza-Murrieta Resource Conservation District
P. O. Box 2078
Temecula, CA 92593

OUR FILE: 202136109
INVOICE NUMBER # 85557

Statement of Account for Services Rendered Through April 30, 2023

RE: Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD)
General Billing Matter

ATTORNEY FEES

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
04/04/23	ACG	Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) (Corona, Rose): email discussions related to letters filed from outside law firm.	0.30	56.86
04/08/23	ACG	Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) (Corona, Rose) draft update comments to team rcd directors. Multiple emails with Chair.	3.10	587.51
04/09/23	ACG	Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) (Corona, Rose): review and respond to multiple emails related to agenda, and issues related to associate director application process.	0.90	170.57
04/12/23	ACG	Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) (Corona, Rose): email responses to directors related to agenda and agenda process.	0.30	56.86
04/14/23	ACG	Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) (Corona, Rose): review and clean up proposed amendments; emails re same.	0.60	113.71

STAFF SUBTOTALS

ACG	Aaron C. Gettis	5.20 hr @	189.52	\$	985.51			
Total Professional Services							5.20	\$ 985.51

Total Current Charges	\$ 985.51
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OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE
3960 ORANGE STREET, SUITE 500
RIVERSIDE, CA 92501
(951) 955-6300

June 19, 2023

TEMECULA-ELSINORE-ANZA-MURRIETA RESOURCE CONSERVATION
DISTRICT
Temecula-Elsinore-Anza-Murrieta Resource Conservation District
P. O. Box 2078
Temecula, CA 92593

OUR FILE: 202136109
INVOICE NUMBER # 86795

Statement of Account for Services Rendered Through May 31, 2023

RE: Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM
RCD)
General Billing Matter

ATTORNEY FEES

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
05/08/23	ACG	Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) (Corona, Rose): work on policies; emails re same.	1.20	227.42
05/10/23	ACG	Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) (Corona, Rose): review and discuss process for associate directors and review new proposal; review agenda and attachments.	1.20	227.42
05/11/23	ACG	Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) (Corona, Rose) research issues related to agenda and change of associated director process; draft comments; research brown act issues related to minutes	1.10	208.47
05/22/23	ACG	Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) (Corona, Rose): email correspondence re to PRA and insurance.	0.50	94.76
05/30/23	SKM	Review and analysis of email from Rae re Brown Act requirements for teleconference meetings; research and analysis of brown act and public resources code; preparation of analysis and reply.	0.80	151.62

STAFF SUBTOTALS

ACG	Aaron C. Gettis	4.00 hr @	189.52	\$	758.07
SKM	Sarah K. Moore	0.80 hr @	189.52	\$	151.62

	4.80	\$	909.69
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Total Current Charges

Page 289 of 383 909.69

OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE
3960 ORANGE STREET, SUITE 500
RIVERSIDE, CA 92501
(951) 955-6300

July 14, 2023

TEMECULA-ELSINORE-ANZA-MURRIETA RESOURCE CONSERVATION
DISTRICT
Temecula-Elsinore-Anza-Murrieta Resource Conservation District
P. O. Box 2078
Temecula, CA 92593

OUR FILE: 202136109
INVOICE NUMBER # 88142
AGENCY: 8028

Statement of Account for Services Rendered Through June 30, 2023

RE: Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD)
General Billing Matter

ATTORNEY FEES

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
06/19/23	ACG	Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) (Biancardi, Teri): discussions related to transfer of chair and process; review email and draft suggested changes. Review team rcd rule and procedures for information related to removal of officers and appointments.	1.30	246.38

STAFF SUBTOTALS

ACG	Aaron C. Gettis	1.30 hr @	189.52	\$	246.38		
Total Professional Services						1.30	\$ 246.38
Total Current Charges						\$	246.38

NACD GRANT SCOPE OF WORK AND BUDGET

ISSUES AND ITEMS THAT NEED CLARIFICATION

History of NACD Grant to date:

1. The NACD Grant proposal was a general submission based on the criteria of set forth by NACD.
2. TEAM RCD was awarded the grant in June of 2023.
3. The former President advised the NACD that the new contact would be Teri Biancardi and the point of contact was changed in July.
4. The July meeting was cancelled by the new President and agendaed an item to authorize the new President to sign the MOA and other NACD documents in August. This authorization was limited to signing the MOA and accepting the funds. No authority was given to spend the funds.
5. Although several avenues and questions regarding the grant were discussed at the August meeting, including discussions as to whether the Board would be reviewing RFP's and discussing further scope of work, there was no agendaed item to discuss more detailed and itemized billing and budgeting or a plan for the grant and no authorization from the Board to expend funds or authorize work without first having more information as to how the general funds outlined in the initial grant would be expended and work that was to be done. It was the general understanding from those discussions that direction would be given from the Board regarding the more detailed approach to this grant at a future meeting. An outline with more detail with specific costs, RFP's from various outside contractors etc. should have been provided to the Board for review and approval prior to any funds being spent regardless of proposed range of funds outlined in the Grant for specific tasks.
6. In the September meeting a general report was given but no detail was reported or given for review. The President was specifically asked for breakdowns and costs of everything that was going on with the grant and if the Board could see that and the President stated that she had not done all that work. Director asked for an update in writing by the next meeting in October.
7. By the October meeting, there was still no motion to authorize an individual for the lead on the grant, or authorization of work only general information and specific budgets, or outlines of a plan in writing provided as requested. However, it was learned that the President had authorized work to be done without Board knowledge and that she was looking to approve a Scope of Work for Mission RCD.
8. As a Board Director and the initial grant writer, the Board should have been provided with specific Scope of Work and the processes and steps that will be taken to achieve completion of the Grant in order for the Board to agree or vote to discuss various qualifications, request and review RFP's and outside contract work PRIOR to the any work that would be done for each outlined task. Only the District Board has the authority to approve contracts and agreements.
9. One Director should not be arbitrarily making financial commitments or authorizing work without the complete knowledge or prior approval of the Board as to actions being taken on their behalf. Whereas the Board approved the project and the budget, they did not approve a plan, any expenditure of the grant funds or how they would be applied under the general budget submittals under each heading, or preauthorize work without approval of the Board. Nor is it the President's job to implement the grant without Board oversight and approval. It is, however, the job of whoever becomes the Board-appointed lead on this grant even if it is eventually the current President, to present the Board with a PLAN for implementation and the various options available within the original budget and to obtain Board authorization for the expenditure of the grant funds.
10. Not doing one's due diligence in advance by planning and then presentation to the Board, puts the District and its directors at risk and provides no oversight opportunity, both in the implementation of

actions or the financial expenditures, regardless of the parameters of the budget set up in the initial proposal of the Grant. Under the law, it is well established that if a public agency does not follow its procedures and processes for approval of work by a contractor or consultant (Board approval), then if the consultant or contractor does the work anyway, they do so at their own risk of not being paid. Since there was no Board authorization for Mission to do the work, then the law says that **TEAM RCD has no legal obligation to pay Mission's or any other bill that has not been brought to the Board.**

ISSUES AND CONCERNS-As requested here is an outline of the issues and concerns | others may have:

Task 1: Site Assessment

- a. Soil testing-Soil testing was authorized by the President without knowledge of the Board and no information was provided as to what services were received for said soil testing. Whether they were provided for free or otherwise, the Board did not have a scope of work in order to compare or a way to means test what is needed or estimate what costs could truly be attributed to the work.
- b. Irrigation system design also was authorized by the President to Mission RCD to perform for \$1,200.00 without knowledge of the Board. At the Oct. 12 meeting, the President noted that Mission had already completed the work and was asking for authorization to approve funds for Mission RCD to be paid. The Board had no scope of work or RFP to know exactly what work was being performed for the \$1,200.00 and no opportunity to look at potential alternatives in order for TEAM RCD to best use their financial resources. All these tasks should have RFP's in order for the Board AND NACD to know that the Board is doing their due diligence in providing the best service for the best price. The descriptions in the budget are not very descriptive, which would make it difficult to obtain equitable RFP's without a written expectation of standards for the proposed work. In the budget organic farm plan and enhancing pollinators is included. What exactly is going to be done and what is the scope of work for that and costs.
- c. Determine eligibility for NRCS conservation and rebate- The Board needs an explanation and description as to what the parameters and requirements are for "eligibility" and as to what this would entail. If there is a rebate, please explain the rebate program and who would benefit from this? Cultivating Inclusion or TEAM RCD? Is it a one-time rebate or an ongoing one?
- d. Deliverable-Where is the Site assessment report? This should have been provided in advance for the Board to review and be able to ask questions.

TASK 2: Planning Educational Workshops/Site Visits

- a. Identify and schedule the education/therapeutic training program, field trips-What do these entail? What does the scope of work for putting together these workshops look like? What are they looking for and how would they obtain the information? What kind of time does it take to put together a scope of work? Is the point of contact going to do that and then ask for RFP's? What are they meant to achieve? Is this for Cultivating Inclusion staff to be trained or is this solely informational gathering? It doesn't say. Is the point of contact going to do that and then ask for RFP's? This would be a good place to include as "in-kind" donation of time from our Board. Lisa appears to have been chosen without an RFP but are there others that can do this work? This isn't to say she isn't going to be chosen but what are the qualifications to do this work and what is the scope of work? Where are the RFP's that show what other people could bring to the table for the same amount of money?
- b. Plan and schedule workshops on topics identified as critical to the success of natural resource conservation on Urban farmers-What do these entail and what is the goal here? Is it to train the Cultivating Inclusion volunteers to teach others and their special needs kids? Or is it just for the general public? Or Both? What are those topics and give a list of qualified people to give workshops or train to give workshops.

- c. A proposed schedule of workshops and educational site visits and budget- See item b and include a suggested budget with itemized items as to costs.

TASK 3: Implementing Educational Workshops/Site Visits

- a. Meet with Cultivating Inclusion core group to confirm proposed workshop topics and map out dates and time for booking and Plan field trips- What are these field trips and workshops? What will they achieve toward the planning part of the Grant and eventually the potential for implementation? Are they all going to be able to have them held at CI? Who is involved in that, what are the costs, and how do these field trips and workshops fold into the implementation grant?
- b. Contact and schedule speakers for identified training topics- Who will they train? What is the scope of the training in terms of time and people? Is this to train the CI volunteers and crew or just an informational training? What will they provide for the number of topics and the budget restrictions. How will this training help to solidify a better chance at the obtaining the implementation grant?
- c. Coordinate with Scott Murray for site visit and he will provide free planting guide- I spoke with Scott regarding what his free planting guide included, and he knew nothing about being volunteered for this. His rate is incorrect on the budget in which his going rate is \$90.00 an hour not \$45.
- d. Deliverable: Education Training Critical to the Success of an Urban Farm- That would look like what? Please write it out. Mr. Murray wasn't consulted on this.

TASK 4-Business Plan

- a. Who is John McCarthy and where is the Scope of Work he will perform and what is he going to provide for \$1,750.00. The description is vague and says TBD. Any Consultant should be able to give you a breakdown of what their services will entail for that budgetary item. Where is the Scope of Work and qualifications and RFP's from others?
- b. Since SAWA did all the original work to help put this together, they have a frame of reference for the costs associated with the work budgeted and the scope of work needed to satisfy the grant. Have they been contacted or consulted or given the opportunity to explain or participate in this grant? If not, why not?

TASK 5-Final Report

Darcy and Lisa complete a final report @ \$63.00 per hour- How many hours would it take to do a final report and if SAWA was going to do this report how many hours were they going to spend? The original costs were based on SAWA providing this business plan Draft AND writing the Final report.

Other: Budget 10/6/23

1. The budget submitted for Board review dated 10/6/23 notes that the balance for admin/overhead is \$3,370.00. According to the grant, administration can only be 10% which is \$1250.00.
2. Community Needs: Notes a stipend of \$1,650.00 to volunteers at 30 hours each. If they are volunteers then does this not mean for free? Not clear if the amount is an in-kind from the volunteers valued at \$1,650.00. Why isn't this something a TEAM RCD member would be doing as an in-kind donation? If they are getting paid, where is the Workman's Comp insurance? And what kind of work will they be doing to obtain a total of 90 hours of work? Scope of Work please.
3. Incentives- What are we incentivizing and who are we incentivizing and what do they do in exchange for the incentivization?

CONCLUSION: These questions and concerns outlined above have not been addressed or presented to the Board to date. The District Board must perform its oversight role and ensure that there are no further unauthorized actions taking place until the Board has full understanding of a plan to move the various areas of the grant forward. The President or authorized lead must be directed via authorization by the Board to bring forward a plan to be approved by the Board for implementation of the grant and each expenditure of grant funds must be first approved by the Board. Otherwise, the District may lose this grant and may place at risk obtaining future grants due to a potential mismanagement of grant funds.

November 27, 2023

Teri,

Pursuant to California Government Code Section 54960.1, I am making a formal demand that the Board of TEAM RCD cure and correct its violations of the Brown Act as detailed below. If the violations are not cured and corrected within thirty (30) days of this letter, then a lawsuit may be brought against TEAM RCD. Section 54954.2 requires that the agenda contain "a brief general description of each item to business to be transacted or discussed at the meeting..." The descriptions of Agenda Items 5 and 7, for the last meeting of November 9, 2023 are deficient and must be corrected and placed on the Agenda for the next agendized meeting for TEAM RCD to consider these items anew.

1. "Discuss and Potentially approve January-June legal expenses" be put on the next meeting's agenda along with this correspondence and be placed in the Director's information packet for reconsideration for the benefit of the public and the Board Directors to completely review.
2. "Discuss and potentially approve the SOW from Mission RCD for Cultivating Inclusion"- This is to include the updated requested information by Director Corona that was excluded from the packet but brought to the meeting and handed out to the Directors.

Agenda Item 5- "Discuss and Potentially approve January-June Legal Expenses".

This description and agenda materials are woefully deficient in that it fails to state the amount of fees incurred and by whom. It does not alert the public if these fees were incurred by District Counsel, outside counsel, and for what tasks. Furthermore, it does not include any of the up to date changes that were made to the bills themselves and, in not submitting those for the packet, eliminated any thorough discussion as to the bills' validity. It is impossible to determine if the work was pre-approved by the District Board consistent with its policy and practice. The Director's Agenda Packet of November 9, 2023, does not contain any detail as to the bills for work performed from "January-June". In fact, the packet contains three (3) pages of bills for legal work performed from "July-September".

According to the Government Code in making the agenda available, materials related to the agenda items and used by the governing body during a meeting must also be made available for review. ((Gov. Code, § 54957.5, subd. (b)(2).) The determining factor for when, where and how to make materials available to the public is when the board itself receives the materials. There are three (3) time frames that apply:

1. **"If board members receive the materials more than 72 hours before the scheduled meeting, then the materials are deemed public records and must be made available upon request and without delay. The location where the documents can be publicly inspected must be included in the posted agenda. (Gov. Code, §§ 54954.1 and 54957-5, subd. (a).)"**

At the last meeting, no relevant legal bills were provided to the Board Directors or the public, either in the packet (72 hours in advance or at the meeting) nor was a location for documentation inspections put on the posted agenda. (Please see Exhibit A)

Every Director has the responsibility of doing their due diligence when dealing with public funds and the President should not bring a vote on any agenda item without providing all the available information to make an informed decision. This was not done and it constitutes a violation of the Brown Act.

- 2. If a member of the governing body or staff of the local agency prepared the materials, and the governing body received the materials during the meeting, the public must have access to the materials during the meeting. (Gov. Code, § 54957.55 subd. (c).)**

Neither the Board nor the public were provided the legal bills to be reviewed and voted upon. Also, copies were not provided at the meeting for the public to review. When asked by the President if the materials had been included in the packet, the office manager stated that they were not. There were no copies of the January – June legal bills in the Directors packet posted for the November 9, 2023 meeting amended or otherwise online or available at the meeting for the public to review.

- 3. If someone outside of the local agency prepared the materials and gave them to the governing body during the meeting, the public must receive access to the materials after the meeting. (Gov. Code, § 54957.5, subd. (c).)**

The materials for the Agenda Packet were prepared for posting online by the office manager who posts the information on the website, however, ultimately, it is the duty of the President to compile and review all materials to be given to the office manager prior to posting to ensure that all correct and needed materials are presented and available to the Directors and the public at the same time in order to make an informed decision regarding the posted agenda item.

Agenda Item 7- Discuss and potentially approve the SOW from Mission RCD for Cultivating Inclusion.

Once again, the agenda description was completely inadequate and the materials presented should have been provided to the public with more detail such as the work to be performed, by whom, and over what period of time, the RFP's reflecting such work and the costs of that work. We were assured in the August meeting that this would be done, and information given to us as to what was being done and what the Board was paying for so the Board could discuss the elements of the grant. In essence a road map.

In the October 12, 2023, meeting the item of approving the Scope of Work for Mission RCD was discussed at length but no vote was able to occur due to lack of unanimous consent on the item. During the October meeting, it was revealed that the President had already authorized work to be done by Mission RCD and it was already completed. The President was requesting approval of the Scope of Work after the fact and requesting \$1200.00 to pay the vendor for the work performed. The Board had never been presented with a scope of work or a contract outline, invoice, or quote for review and approval. It

should also be noted that the Rancho California Water District had already provides these services for free. Therefore, the entire \$1200.00 would have been available for more work with the grant monies to be expanded. Director Parkes had requested that Director Corona present her concerns that she felt needed addressing at the November meeting, therefore allowing the Board be presented with various options, RFPs, vendor qualifications, etc. and itemization in order for the Board to review the best use of funds and allocation of resources for the NACD grant.

Even though the President presented the same Scope of Work information at the November 9, 2023 meeting that was available at the October meeting to request approval, the work had already been performed rendering Director Corona's submission of concerns for review by the Board moot. The President excluded the requested concerns from her Scope of Work information distribution to the Board at the meeting even though she had the information outline of concerns from Director Corona 4 days in advance of the agenda meeting. Having been told that she had missed the deadline for packet information submission, Director Corona passed out the additional information that was requested, which included the Presidents Scope of Work in order for the Board to be more fully informed. At that time, the President attempted to limit discussion of a Director by announcing a 3 minute limitation on Director Corona's ability to speak to the itemized concerns regarding administration of the grant.

In summary of Item 7, the public was denied access to the additional information, and the Board was not given sufficient time to discuss or review the additional concerns presented by Director Corona. The Board also had not been notified of authorization of work nor presented with any information regarding the work they were performing prior to Mission RCD performing it. This would be a gift of public funds and no consideration was given to the fact that this scope of work, would have been free of charge from RCWD.

Furthermore, and most importantly, the President, although authorized to sign the documents for the Grant in July, **has not been authorized** by the Board to implement the grant and therefore, had no authority to approve grant work without first getting authorization from the Board to give her that authority. Giving authority to Mission RCD to do the work without knowledge or vote of the Board, therefore is illegal.

Please include all the attached documentation for packet for discussion at the next agenda meeting in order to avoid future violations of the Brown Act.

Regards,



Rose Corona

Cc: District Attorney -Mike Hestrin

EXHIBIT "A"

AGENDA

**Temecula-Elsinore-Anza-Murrieta Resource Conservation District
Regular Board Meeting
Thursday, November 9, 2023 at 4:00 PM
Truax Building
41923 Second Street, Fourth Floor
Temecula, CA 92590**

Mission Statement:

The TEAM RCD promotes conservation practices of natural resources, opportunities for public education and participation, and a sustainable quality of life for communities within the District

I. Preliminary Functions

- Call to Order - Pledge of Allegiance
- Roll Call/Establish a Quorum
- Approval of Agenda
- Public comment

Any person may address the Board at this time upon any subject not identified on this Agenda but within the jurisdiction of the Temecula-Elsinore-Anza-Murrieta Resource Conservation District. If you wish to address the Board on a matter not on the agenda, please fill in a pink Speaker Request form and give it to the Board Secretary. If you wish to speak to a matter on the Agenda, please fill in a green Speaker Request Form. When the Board President calls your name, please begin by giving your name and address for the record. Each speaker will be given three (3) minutes to address the Board. Please note that for items not listed on the agenda, the Brown Act imposes limitations on what the Board may do at this time. The Board may not take action on the item at this meeting.

II. Consent calendar:

1. Approve Minutes of the Board of Directors Regular Meeting of October 12.
2. Approve current Financials and Management Reports for the period ending October 31, 2023.
3. Approve for current bills and reimbursements:
 - a) Bills paid

- b) Bills to be paid or reimbursement
- c) Accounts Receivable.
- 4. Authorize the Secretary/Treasurer, Newt Parkes, in the event of time constraints, to renew, roll-over or continue the Chase Bank Conservation Easement CD's in the manner he feels best serves the interest of the District's finances.

III. Action Items:

- 5. Discuss and potentially approve January - June legal expenses.
- 6. Discuss and potentially approve archiving ICS email and simultaneously porting email to a new server. Rae Shirer
- 7. Discuss and potentially approve the SOW from Mission RCD for Cultivating Inclusion.
- 8. Discuss and potentially approve the following WETA items:
 - a. CDFA contract (if received by Board meeting date)
 - b. SOW with Mission RCD
- 9. Discuss five year plan - options. Jeff McClenahan
- 10. Discuss Clinton Keith property and mitigation.
- 11. Discuss and potentially approve going dark in December.

IV. Management Report: Rae

Update on records management process

V. Directors' Reports:

VII. Future Agenda Items:

VIII: Adjournment

ADA COMPLIANCE STATEMENT:

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by §202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the District at least 48 hours before the meeting, if possible.

Next Regular Meeting: January 11, 2023, at 4:00 PM

EXHIBIT "B"

NACD GRANT SCOPE OF WORK AND BUDGET

ISSUES AND ITEMS THAT NEED CLARIFICATION

History of NACD Grant to date:

1. The NACD Grant proposal was a general submission based on the criteria of set forth by NACD.
2. TEAM RCD was awarded the grant in June of 2023.
3. The former President advised the NACD that the new contact would be Teri Biancardi and the point of contact was changed in July.
4. The July meeting was cancelled by the new President and agendaed an item to authorize the new President to sign the MOA and other NACD documents in August. This authorization was limited to signing the MOA and accepting the funds. No authority was given to spend the funds.
5. Although several avenues and questions regarding the grant were discussed at the August meeting, including discussions as to whether the Board would be reviewing RFP's and discussing further scope of work, there was no agendaed item to discuss more detailed and itemized billing and budgeting or a plan for the grant and no authorization from the Board to expend funds or authorize work without first having more information as to how the general funds outlined in the initial grant would be expended and work that was to be done. It was the general understanding from those discussions that direction would be given from the Board regarding the more detailed approach to this grant at a future meeting. An outline with more detail with specific costs, RFP's from various outside contractors etc. should have been provided to the Board for review and approval prior to any funds being spent regardless of proposed range of funds outlined in the Grant for specific tasks.
6. In the September meeting a general report was given but no detail was reported or given for review. The President was specifically asked for breakdowns and costs of everything that was going on with the grant and if the Board could see that and the President stated that she had not done all that work. Director asked for an update in writing by the next meeting in October.
7. By the October meeting, there was still no motion to authorize an individual for the lead on the grant, or authorization of work only general information and specific budgets, or outlines of a plan in writing provided as requested. However, it was learned that the President had authorized work to be done without Board knowledge and that she was looking to approve a Scope of Work for Mission RCD.
8. As a Board Director and the initial grant writer, the Board should have been provided with specific Scope of Work and the processes and steps that will be taken to achieve completion of the Grant in order for the Board to agree or vote to discuss various qualifications, request and review RFP's and outside contract work PRIOR to the any work that would be done for each outlined task. Only the District Board has the authority to approve contracts and agreements.
9. One Director should not be arbitrarily making financial commitments or authorizing work without the complete knowledge or prior approval of the Board as to actions being taken on their behalf. Whereas the Board approved the project and the budget, they did not approve a plan, any expenditure of the grant funds or how they would be applied under the general budget submittals under each heading, or preauthorize work without approval of the Board. Nor is it the President's job to implement the grant without Board oversight and approval. It is, however, the job of whoever becomes the Board-appointed lead on this grant even if it is eventually the current President, to present the Board with a PLAN for implementation and the various options available within the original budget and to obtain Board authorization for the expenditure of the grant funds.
10. Not doing one's due diligence in advance by planning and then presentation to the Board, puts the District and its directors at risk and provides no oversight opportunity, both in the implementation of

actions or the financial expenditures, regardless of the parameters of the budget set up in the initial proposal of the Grant. Under the law, it is well established that if a public agency does not follow its procedures and processes for approval of work by a contractor or consultant (Board approval), then if the consultant or contractor does the work anyway, they do so at their own risk of not being paid. Since there was no Board authorization for Mission to do the work, then the law says that **TEAM RCD has no legal obligation to pay Mission's or any other bill that has not been brought to the Board.**

ISSUES AND CONCERNS-As requested here is an outline of the issues and concerns I others may have:

Task 1: Site Assessment

- a. Soil testing-Soil testing was authorized by the President without knowledge of the Board and no information was provided as to what services were received for said soil testing. Whether they were provided for free or otherwise, the Board did not have a scope of work in order to compare or a way to means test what is needed or estimate what costs could truly be attributed to the work.
- b. Irrigation system design also was authorized by the President to Mission RCD to perform for \$1,200.00 without knowledge of the Board. At the Oct. 12 meeting, the President noted that Mission had already completed the work and was asking for authorization to approve funds for Mission RCD to be paid. The Board had no scope of work or RFP to know exactly what work was being performed for the \$1,200.00 and no opportunity to look at potential alternatives in order for TEAM RCD to best use their financial resources. All these tasks should have RFP's in order for the Board AND NACD to know that the Board is doing their due diligence in providing the best service for the best price. The descriptions in the budget are not very descriptive, which would make it difficult to obtain equitable RFP's without a written expectation of standards for the proposed work. In the budget organic farm plan and enhancing pollinators is included. What exactly is going to be done and what is the scope of work for that and costs.
- c. Determine eligibility for NRCS conservation and rebate- The Board needs an explanation and description as to what the parameters and requirements are for "eligibility" and as to what this would entail. If there is a rebate, please explain the rebate program and who would benefit from this? Cultivating Inclusion or TEAM RCD? Is it a one-time rebate or an ongoing one?
- d. Deliverable-Where is the Site assessment report? This should have been provided in advance for the Board to review and be able to ask questions.

TASK 2: Planning Educational Workshops/Site Visits

- a. Identify and schedule the education/therapeutic training program, field trips-What do these entail? What does the scope of work for putting together these workshops look like? What are they looking for and how would they obtain the information? What kind of time does it take to put together a scope of work? Is the point of contact going to do that and then ask for RFP's? What are they meant to achieve? Is this for Cultivating Inclusion staff to be trained or is this solely informational gathering? It doesn't say. Is the point of contact going to do that and then ask for RFP's? This would be a good place to include as "in-kind" donation of time from our Board. Lisa appears to have been chosen without an RFP but are there others that can do this work? This isn't to say she isn't going to be chosen but what are the qualifications to do this work and what is the scope of work? Where are the RFP's that show what other people could bring to the table for the same amount of money?
- b. Plan and schedule workshops on topics identified as critical to the success of natural resource conservation on Urban farmers-What do these entail and what is the goal here? Is it to train the Cultivating Inclusion volunteers to teach others and their special needs kids? Or is it just for the general public? Or Both? What are those topics and give a list of qualified people to give workshops or train to give workshops.

- c. A proposed schedule of workshops and educational site visits and budget- See item b and include a suggested budget with itemized items as to costs.

TASK 3: Implementing Educational Workshops/Site Visits

- a. Meet with Cultivating Inclusion core group to confirm proposed workshop topics and map out dates and time for booking and Plan field trips- What are these field trips and workshops? What will they achieve toward the planning part of the Grant and eventually the potential for implementation? Are they all going to be able to have them held at CI? Who is involved in that, what are the costs, and how do these field trips and workshops fold into the implementation grant?
- b. Contact and schedule speakers for identified training topics- Who will they train? What is the scope of the training in terms of time and people? Is this to train the CI volunteers and crew or just an informational training? What will they provide for the number of topics and the budget restrictions. How will this training help to solidify a better chance at the obtaining the implementation grant?
- c. Coordinate with Scott Murray for site visit and he will provide free planting guide- I spoke with Scott regarding what his free planting guide included, and he knew nothing about being volunteered for this. His rate is incorrect on the budget in which his going rate is \$90.00 an hour not \$45.
- d. Deliverable: Education Training Critical to the Success of an Urban Farm- That would look like what? Please write it out. Mr. Murray wasn't consulted on this.

TASK 4-Business Plan

- a. Who is John McCarthy and where is the Scope of Work he will perform and what is he going to provide for \$1,750.00. The description is vague and says TBD. Any Consultant should be able to give you a breakdown of what their services will entail for that budgetary item. Where is the Scope of Work and qualifications and RFP's from others?
- b. Since SAWA did all the original work to help put this together, they have a frame of reference for the costs associated with the work budgeted and the scope of work needed to satisfy the grant. Have they been contacted or consulted or given the opportunity to explain or participate in this grant? If not, why not?

TASK 5-Final Report

Darcy and Lisa complete a final report @ \$63.00 per hour- How many hours would it take to do a final report and if SAWA was going to do this report how many hours were they going to spend? The original costs were based on SAWA providing this business plan Draft AND writing the Final report.

Other: Budget 10/6/23

1. The budget submitted for Board review dated 10/6/23 notes that the balance for admin/overhead is \$3,370.00. According to the grant, administration can only be 10% which is \$1250.00.
2. Community Needs: Notes a stipend of \$1,650.00 to volunteers at 30 hours each. If they are volunteers then does this not mean for free? Not clear if the amount is an in-kind from the volunteers valued at \$1,650.00. Why isn't this something a TEAM RCD member would be doing as an in-kind donation? If they are getting paid, where is the Workman's Comp insurance? And what kind of work will they be doing to obtain a total of 90 hours of work? Scope of Work please.
3. Incentives- What are we incentivizing and who are we incentivizing and what do they do in exchange for the incentivization?

CONCLUSION: These questions and concerns outlined above have not been addressed or presented to the Board to date. The District Board must perform its oversight role and ensure that there are no further unauthorized actions taking place until the Board has full understanding of a plan to move the various areas of the grant forward. The President or authorized lead must be directed via authorization by the Board to bring forward a plan to be approved by the Board for implementation of the grant and each expenditure of grant funds must be first approved by the Board. Otherwise, the District may lose this grant and may place at risk obtaining future grants due to a potential mismanagement of grant funds.

SOW for MRCD's Role in the NACD Grant

TASK 1: Site Assessment

MRCD (Jameson):

- Soil testing
- Irrigation system design
- Determine eligibility for NRCS conservation and rebate (i.e. irrigation system components) programs

Deliverable: Site assessment report with recommendations

TASK 2: Planning Educational Workshops/Site Visits

MRCD (Lisa)

- Identify and schedule the education/therapeutic training program field trips (TERI, D'Vine Path, etc.)
- Plan and schedule workshops on topics identified as critical to the success of natural resource conservation on urban farms.

Deliverable: A proposed schedule of workshops and educational site visits, with a budget.

TASK 3: Implementing Educational Workshops/Site Visits

MRCD (Lisa)

- Meet with Cultivating Inclusion core group to confirm proposed workshop topics and map out dates/times acceptable for booking. Also plan field trips to D'Vine Path, etc.
- Contact and schedule speakers (may include Lisa) for identified training topics.
- Coordinate with Scott Murray for a site visit and then he will provide a free planting guide.

Deliverable: Education/Training Critical to the Success of an Urban Farm, and Planting Guide

TASK 4: Business Plan

John McCarthy, Propagate Investment

- Will provide business planning training/assistance tbd (\$1,750)

Deliverable: CI Business Plan Draft

TASK 5: Final Report

MRCD (Darcy and Lisa)

- Draft and complete a final report (Darcy's rate is \$63/hr)

Deliverable: Final Program Report

231109 Regular Meeting /

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Budget 10/6/2023

		Task	
Site assessment	Jameson	\$1200.00	Irrigation efficiency evaluation, weed control, soil health, and organic farming plan, enhancing pollinators
Community Needs Survey			
	Stipend: Three Staff/volunteers	\$1650.00	Developing survey instruments, conducting interviews and/or collective surveys, tabulating data preparing a summary. 30 hours each.
	Gas card	\$100.00	For travel in conducting surveys
	Printing and misc office supplies	\$225.00	Survey printing
	Incentives	\$150.00	15 \$10 gift cards for raffle drawing
Outreach to potential long term sponsors		0	Cultivating Inclusion
Training programs			
	Project manager/ consultant	850	See attached budget
	Materials and fees	705	
Business plan		\$1750.00	Consultant to train CI volunteers on building a living business plan
Final Report	TBD		Darcy at \$63 per hour
Total excluding final report		\$6630.00	
Balance for admin/overhead		\$3370.00	

PROPOSED BUDGET FOR TRAINING OBJECTIVES AT CULTIVATING INCLUSION			
PROJECT MANAGER TASKS	HOURS	RATE	COST
Identifies therapeutic farm sites to visit	0.5	\$45/hr	22.50
Identifies critical topics for urban farmers	1.0	\$45/hr	45.00
Identifies speakers/consultants for workshop training	1.0	\$45/hr	45.00
Arranges/attends meetings with CI core group	2.0	\$45/hr	90.00
Organizes farm site visits	2.0	\$45/hr	90.00
Books speakers/consultants for workshops	2.0	\$45/hr	90.00
Schedules visit for planting guide from Scott Murray	0.5	\$45/hr	22.50
Assists/Liaison for site visit and workshop events	8.0	\$45/hr	360.00
Fills in as speaker/consultant for 1 workshop	2.0	\$45/hr	90.00
SUBTOTAL			\$855.00
MATERIALS AND FEES	UNIT	PRICE	COST
Non-volunteer speaker/consultants (1x)	2.0 hr	\$90	180.00
Materials for workshops (tbd)	--	--	375.00
Refreshments at workshops (5x)	5 events	\$30	150.00
CI's gas mileage to/from site visits (volunteer rate)	per mile	\$0.14	tbd
SUBTOTAL			\$705.00
TOTAL			\$1560.00


Matching Funds: Supplies, Equipment and Promotion	0
Matching Funds: Consultant or Contractors	500
Matching Funds: Administrative	500
Required Match: 25% of NACD Funds	2500.00
Total Match Proposed:	3400.00

Budget Description - 300 word limit

Murrieta Community Gardens and Learning Center Planning Budget (\$13,400):

Activity	Expense	Entity	Source
Site assessment1	\$1,200	contractor	NACD
Community outreach2	\$1,750	salary	NACD
Training3	\$1,200	consultant	NACD
Supplies4	\$750	contractor	NACD
Partnering5	\$2,500	salary	TEAM RCD Board Members6
		Consultants7	
Project Mgmt.8	\$2,500	salary	NACD
Business plan9	\$1,750	salary	NACD
		consultant	NACD
Administration10	\$1,750	salary	NACD
		salary	TEAM RCD Board Members

Footnotes:

From: Rose Corona rose.corona@teamrcd.org 
Subject: adding to the agenda
Date: November 9, 2022 at 10:44 AM
To: Teri Biancardi teri.biancardi@teamrcd.org
Cc: Cushman, Melissa MCushman@RIVCO.ORG



Teri,

Attached you will find the signed regular meeting minutes from September 9, 2021, which reflect the District Board's unanimous action (including your affirmative vote) to modify the deadline date and time for items to be placed on the agenda. This means that all items would have to have been submitted by last Thursday by 5 p.m. Therefore, your request to add the CARCD conference item did not meet the established deadline. The date and time that the agenda is posted is irrelevant for the purposes of this Board-imposed deadline.

Having said that, you can certainly request that the District Board add your item to the agenda when the Board meets tomorrow. An item can be added to the posted agenda if, two-thirds of the members present at the meeting determine that there is a need to take immediate action and that the need for action came to the attention of the District after the deadline date for agenda items to be submitted had passed. If less than two-thirds of the Board are present than a unanimous vote is required to put the item on the Agenda.

This means that the Board may add the item by a vote in the meeting, if 4 of the 5 board members (assuming that all the Board members are present) vote to put it on the Agenda. If there are less members (4 or less) it must be a unanimous vote.

If it is passed, then the Board will put it on the agenda and may discuss and act on your request. However, if the Board does not approve your request then you may certainly attend the conference, but you must do so at your own expense.

Finally, as we have discussed before at Board Meetings and as our Counsel has reiterated, the District does not have Executive Director. Therefore, the President, Vice-President and Treasurer not only perform the duties reflected by their titles, but also share the duties that would normally be performed by an Executive Director.

As we have also said, while every Board Member has an equal vote and must carry out their duties in an ethical manner and must act in the best interests of the District, certain responsibilities are given to the District's officers by majority vote of its members. For example, among other things, the District President has been elected by the Board to represent the District not only locally, but also with the larger organizations or sister agencies as well as any State, County, or National organization in order to ensure that the Board is speaking with one voice. By their vote in installing any officer, the Board clearly believes that they are best qualified to represent TEAM RCD due to their extensive experience and expertise in serving in that capacity for the District. It is a responsibility that naturally goes with the officer's position and does not require a vote of the Board for each conference or meeting the President attends.

Simply stated, there has been no "inappropriate assumption of power". I, and the other officers on the Board are simply carrying out our duties and responsibilities that have been delegated to us by the Board.

Regards,

Rose Corona

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Training Proposal for Cultivating Inclusion Community Farm

November 30, 2023

Prepared by: Lisa Dibbell

Mission Resource Conservation District

Cultivating Inclusion is a certified 501(c)(3) non-profit organization and community farming project serving as a work site for Day and Adult Transition Programs in Murrieta, California. Special needs adults acquire skills and experience by planting, growing, and harvesting food crops for donation to local food banks. Through an NACD planning grant administered by TEAM RCD, Cultivating Inclusion seeks resources and training for two purposes: 1. to improve efficiency, conservation practices, and production on the farm, and 2. to further develop the therapeutic agricultural training offered to the special needs community.

At an early November meeting with the director and core volunteers, key training topics were identified as most desirable for the Cultivating Inclusion team. These topics included: seed-starting methods, water conservation and irrigation techniques, how to use cover cropping to provide forage for bees, composting and other strategies for dealing with excess green waste, and resources for developing more organization and structure for the farm and therapeutic programs. To meet these educational goals, this proposal includes a project budget, suggested field trips to provide insight into the structure of similar agricultural therapeutic programs, and a training schedule for workshops to enhance farm production and natural resource conservation.

As of this date, the Cultivating Inclusion team has completed a field trip to D'Vine Path. Executive Director Lenila Batali provided a tour, program overview, and invaluable guidance for seeking funding and connecting with Regional Centers for support longevity.



Cultivating Inclusion Team at D’Vine Path – Nov. 15, 2023

BUDGET FOR TRAINING OBJECTIVES AT CULTIVATING INCLUSION			
PROJECT MANAGER TASKS	HOURS	RATE	COST
Identifies therapeutic farm sites to visit	0.5	\$45/hr	22.50
Identifies critical topics for urban farmers	1.0	\$45/hr	45.00
Identifies speakers/consultants for workshop training	1.0	\$45/hr	45.00
Arranges/attends meetings with CI core group	2.0	\$45/hr	90.00
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SUBTOTAL			\$855.00
MATERIALS AND FEES	UNIT	PRICE	COST
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Materials for workshops (tbd)	--	--	375.00
Refreshments at workshops (5x)	5 events	\$30	150.00
CI’s gas mileage to/from site visits (volunteer rate)	per mile	\$0.14	tbd
SUBTOTAL			\$705.00
TOTAL			\$1560.00

FIELD TRIP SCHEDULE FOR PROGRAM TRAINING		
DATE	LOCATION	VALUE
Nov. 15, 2023	D'Vine Path 4735 Olive Hill Road Fallbrook, CA 92028 https://www.dvinepath.org/	Connect with Executive Director Lenila Batali, tour the school, receive guidance for finding support/funding, and learn about the Farm to Table and Viticulture programs for special needs adults.
TBD	TERI Campus of Life 555 Deer Springs Road San Marcos, CA 92069 https://www.teriinc.org/agriculture	Learn about the agriculture program, tour one of the certified organic urban farms, find inspiration and ideas for structuring agricultural therapeutic training programs.
TBD	Edge of Urban Farm Bonsall, CA https://www.edgeofurbanfarm.com/	Connect with Scott Murray, a sustainable agriculture consultant. Tour his farm and learn about organic food production. Benefit from Scott's expertise and receive a custom planting guide.

WORKSHOP SCHEDULE FOR URBAN FARMER TRAINING			
DATE	TOPIC	SPEAKER	VALUE
January 2024	Conservation Practices for the Urban Farm	Jonathan Snapp-Cook, USFW	Awareness of how farm practices affect local ecosystem and wildlife.
January 2024	Seed-Starting Strategies	UCCE Master Gardener	Improve success of healthy plant starts, increase production.
February 2024	Integrated Pest Management	UCCE Master Gardener	Strategies to mitigate pest and disease with least environmental impact.
February 2024	Composting	Riverside County Dept. of Waste Resources	Learn how to manage a basic compost system. Connect to other county resources for disposing of green waste.
March 2024	Water Conservation Practices for the Urban Farm	Mission RCD Ag Irrigation Specialist	Re-evaluate irrigation schedule for raised beds, in-ground rows, and orchard, check-in with orchard mulching and other strategies.

Training Schedule Status

Scheduling of remaining field trips will continue through December 2023, and into early next year. Workshops are tentatively scheduled to begin in January, ideally taking place on weekdays at 11:30am for maximum attendance by the Cultivating Inclusion team. The UCCE Master Gardener Speaker Bureau and Jonathan Snapp-Cook have been contacted, not confirmed. The Riverside County Department of Waste Resources requires a four-week notice for workshop requests:

<https://rcwaste.org/community-outreach/request-speaker>

Mission RCD staff will fill in for workshop trainings if volunteer speakers cannot be secured.

Additional Resources

AgPlan

A business plan app

<https://agplan.umn.edu/>

University of California, Agriculture and Natural Resources (UCANR)

Urban Agriculture website:

<https://ucanr.edu/sites/UrbanAg/>

Provides guidance on business management, production, food safety, handling, and processing, community gardens, laws and regulations, and other resources.

Natural Resources Conservation Service

Program Information page for California:

<https://www.nrcs.usda.gov/conservation-basics/conservation-by-state/california>

Department of Developmental Services

Regional Centers website:

<https://www.dds.ca.gov/rc/>



TEAMRCD CUMULATIVE REPORT: 1/1/2019 THROUGH 12/31/22

ABOUT THE DISTRICT: The Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) provides conservation, enhancement, education and outreach services within a boundary covering 505,000-A or approximately 798 square miles of Riverside County, extending south from Scott Road to the San Diego County line; from east of Anza and west to the Orange County line, in addition to a loop around Lake Elsinore. The District is governed by a five-member Board of Directors appointed by the Riverside County Board of Supervisors. Board members meet monthly in Temecula to discuss and take action on District business, both individually and on cooperation with core partners including the Natural Resources Conservation Service (NRCS), Riverside County Flood Control and Water Conservation District (RCFCWCD), Rancho California Water District (RCWD) and Mission Resource Conservation District (Mission RCD), among others.

TEAM RCD has been providing services to residents within its district boundaries since its founding in 1949. Its establishment aligned with the development of Soil Conservation Districts (SCD's) throughout the country in response to the devastation from the Dust Bowl, and each focused on delivery of local conservation alongside core federal partner, the Natural Resources Conservation Service (NRCS). In the mid-1970s, SCDs transitioned to Resource Conservation Districts (RCDs) in recognition of the range of conservation issues extending beyond the soil health focus of SCDs. In 2014, TEAM RCD became the official name of the district formerly known as Elsinore-Murrieta-Anza RCD, and since then has focused on efficient and effective service provision for the benefit of residents and resources within its district boundary.

MISSION STATEMENT: TEAM RCD promotes conservation of natural resources, opportunities for public education and participation, and a sustainable quality of life for the communities in the District.

TEAM RCD REPORTING: TEAM RCD received its Streambed Alteration Agreement from the California Department of Fish and Wildlife (CDFW) #1600-2012-0014-R6 in 2015, memorializing work in-progress and providing structure for continued acceptance of mitigation projects within TEAM RCD service area boundaries. This report covers activities from January 1st, 2019 through December 31st, 2022.

TABLE OF CONTENTS

Project	Page
Adeline Farms	3-8
Greer Ranch	9-13
RCFCWCD Projects	14
Helash	15-18
Hildy	19-22
Murrieta Creek Line F	23-26
Palomar-Corydon Channel	27-30
Santa Gertrudis Creek	31-35
Temecula Creek AD 159	36-39
Transient Monitoring	40-43
Tucalota Creek Phases 1 & 2	44-47
Tucalota Creek Phase III	48-51
VV Channel	52-55
Warm Springs – Benton Channel	56-59
Warm Springs – French Valley	60-63
Wildomar Channel	64-68
San Diego State Field Station	69-76

PROJECT: ADELINE FARMS

Permit Table		
California Department of Fish and Wildlife	1600	1600-2003-5039-R6
United States Army Corps of Engineers	404	200301453-JPL
Regional Water Quality Control Board	401	03C-099

Project Summary:

The Adeline Farms Conservation Easement (CE) is located in the City of Winchester, Riverside County, west of Lake Skinner dam. The site is rectangular in shape and lies north of Benton Road, south of Shrimp Lane, west of Washington Street, and east of Pourroy Road. The easement is a 4.2-acre (5,195 linear foot) open drainage bio-swale at the northern property boundary, and vegetated with riparian vegetation in the streambed and transitioning to scrub on the side slopes. The CE was recorded in favor of the Elsinore-Murrieta-Anza RCD (now TEAM RCD), and included language consistent with Riverside County Flood Control (RCFC) maintenance requirements, including a 2-foot low flow channel within the 28-foot wide drainage bottom.

REPORT AREA I: LIST OF ALL HABITAT CREATION, RESTORATION, ENHANCEMENT, AND CONSERVATION PROJECT AREAS CURRENTLY BEING MANAGED BY PERMITTEE

As holder of Grantee interest in the Adeline Farms conservation easement, TEAM RCD is required to ensure that the property contained within the CE be preserved in its natural condition and retain the conservation value that was defined. As noted in Section 1 of the CE under "COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS", the purpose of the CE is to "ensure the Property will be retained forever in a natural condition and to prevent any use of the Property that will impair or interfere with the conservation values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to such activities, including without limitation, those involving the preservation and enhancement of native species and their habitat in a manner consistent with the habitat purposes of this Conservation Easement."

Conservation activities in the 2019, 2020, 2021 and 2022 calendar years took place throughout the Adeline Farms conservation easement, performed by TEAM RCD staff members and Santa Ana Watershed Association (SAWA) staff members.

REPORT AREA II: DESCRIPTION OF THE HABITAT RESTORATION, ENHANCEMENT, AND CONSERVATION ACTIVITIES PERFORMED WITHIN EACH PROJECT AREA

The Adeline Farms conservation easement is comprised of a linear vegetated drainage, restored with mulefat scrub and serving as mitigation for the adjacent single family residential development. The drainage conveys storm flows and nuisance flows from the adjacent development, filtering pollutants as the water moves through the Santa Margarita watershed. The easement underwent a five-year build to establish vegetation independent of supplemental irrigation, and has since been conserved through annual monitoring activities performed by TEAM RCD. During the most recent site assessment photos were taken and site health was documented. The same conservation activities took place over the entire reporting period.

2019 Conservation Activities: Tasks associated with site conservation were performed throughout the property. Kevin Harrington (IERCD) conducted a site assessment on December 17th, 2019 to observe the conditions of the easement area for the explicit purpose of determining whether or not the conditions as outlined in the CE are being followed. Observations included:

1. Site access was limited, and the public access gate was locked upon arrival. Construction involving installation of underground pipes was occurring on the same day as site visit.
2. Landscape crew was present on day of site visit. They appeared to be fixing irrigation and running it.
3. An access ramp is being constructed on the west end of the easement between photo points 1 and 2. Gated off area surrounding the cement walkway will need to be revegetated (seed or container stock) upon completion of construction.
4. Salt cedars (*Tamarix ssp.*) were observed during the site walk (33.59442°, -117.08498°), (33.58421°, -117.09939°), and (33.59439°, -117.09221°). There may be more on site that were not noted so special care should be taken to identify and remove these trees due to their Cal-IPC Rating of high.
5. Multiple areas of bare ground were observed where heavy machinery was used to access the center wash portion of the site. Both on the east and west end of the easement.

2020 Conservation Activities: Tasks associated with site conservation were performed throughout the property. An IERCD Field Ecologist conducted a site assessment on December 24th, 2020 to observe the conditions of the easement area for the explicit purpose of determining whether or not the conditions as outlined in the CE are being followed. Observations included:

- Native plant vegetation has increased since 2019.
- Non-native plant species observed of major concern in the easement area: salt cedar (*tamarisk ssp.*) & stink net (*Oncosiphon pilulifer*).
- Debris (brush) pile-up and old irrigation boxes, most likely left by landscapers
- Patchy vegetation documented throughout the easement

2021 Conservation Activities: Tasks associated with site conservation were performed throughout the property. An IERCD Field Ecologist conducted a site assessment on August 16th, 2021 to observe the conditions of the easement area for the explicit purpose of determining whether or not the conditions as outlined in the CE are being followed. Observations included:

- Large increase in native plant vegetation from previous year.
- Non-native species observed, including: salt cedar (*Tamarix ssp.*) stink net (*Oncosiphon pilulifer*) and are slightly increasing in cover.
- Notable increase in coyote bush (*Baccharis pilularis*).
- Western end of CE it was documented that pooling water was occurring. In addition, dead piles of mulefat and willow were observed along the trail on the south side of the channel.

2022 Conservation Activities: Tasks associated with site conservation were performed throughout the property. An IERCD Field Ecologist conducted a site assessment on July 27th, 2022 to observe the conditions of the easement area for the explicit purpose of determining whether or not the conditions as outlined in the CE are being followed. Observations included:

- Large increase in native plant vegetation from previous year. California buckwheat, mulefat and willow species.
- Non-native species observed, including: salt cedar (*Tamarix ssp.*) stink net (*Oncosiphon pilulifer*) and are slightly increasing in cover.
- Notable increase in coyote bush (*Baccharis pilularis*).
- A dead mature cottonwood tree and black willow were observed during the assessment.
- Western end of CE it was documented that pooling water was occurring. In addition, dead piles of mulefat and willow were observed along the trail on the south side of the channel.

REPORT AREA III: CURRENT SITE CONDITIONS INCLUDING:

% survival, % cover, and height of both tree and shrub species planted/Methods used to access these parameters: No field measurements were taken nor cover estimates made for vegetation, as this is not part of the monitoring requirements for the Adeline Farms CE.

REPORT AREA IV: NON NATIVE PLANT AND ANIMAL SPECIES REMOVAL

No non-native plant/animal removal occurred within this site due to limits on available management funds and lack of requirement to engage in these activities as indicated in associated regulatory permits.

REPORT AREA V: MAP – ADELINE FARMS PROJECT SITE MAP



REPORT AREA VI: SITE PHOTOS



← Photo point 1 taken on 12/17/2019.



← Photo point 1 taken on 7/27/2022.



← Photo point 5 taken on 12/17/2019.



← Photo point 5 taken on 7/27/2022.

PROJECT: GREER RANCH

Permit Table		
United States Fish and Wildlife Service	BO	FWS-WRN-3059.1
United States Army Corps of Engineers	404	200000122 and 2001011313

Project Summary:

The Greer Ranch Conservation Easement is approximately 267.98-A within Assessor Parcel Numbers 471-270-006 and 392-090-013, in the City of Murrieta and County of Riverside. The open space was set aside as mitigation for impacts from the Greer Ranch single-family residential development, intended to serve as buffer between the development and adjacent open space. The Greer Ranch conservation easement was conveyed to Elsinore-Murrieta-Anza RCD (now TEAM RCD) on March 27th, 2009.

REPORT AREA I: LIST OF ALL HABITAT CREATION, RESTORATION, ENHANCEMENT, AND CONSERVATION PROJECT AREAS CURRENTLY BEING MANAGED BY PERMITTEE

As holder of Grantee interest in the Greer Ranch conservation easement, TEAM RCD is required to ensure that the property contained within the CE be preserved in its natural condition and retain the conservation value that was defined. As noted in Section 1 of the CE under "COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS", the purpose of the CE is to "ensure the Property will be retained forever in a natural condition and to prevent any use of the Property that will impair or interfere with the conservation values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to such activities, including without limitation, those involving the preservation and enhancement of native species and their habitat in a manner consistent with the habitat purposes of this Conservation Easement."

Conservation activities in the 2019, 2020, 2021 and 2022 calendar years took place throughout the Greer Ranch conservation easement, performed by TEAM RCD staff members, Live Oak Associates staff members, and Santa Ana Watershed Association (SAWA) staff members.

REPORT AREA II: DESCRIPTION OF THE HABITAT RESTORATION, ENHANCEMENT, AND CONSERVATION ACTIVITIES PERFORMED WITHIN EACH PROJECT AREA

The Greer Ranch conservation easement is comprised of multiple mixed habitats within the 693-home Greer Ranch development and the open space east of the development. Habitats created within the easement underwent five-year builds to establish vegetation independent of supplemental irrigation, and has since been conserved through annual monitoring activities performed by TEAM RCD. In the 2019, 2020, 2021 and 2022 calendar years, conservation activities were performed within the site included the following:

- 2019 Conservation Activities:** Tasks associated with site conservation were performed throughout the property. Kevin Harrington (IERCD) conducted a site assessment on December 17th, 2019 to observe the conditions of the easement area for the explicit purpose of determining whether or not the conditions as outlined in the CE are being followed. Observations included:

- Habitat was comprised mostly of native vegetation. Dominant species included chamise (*Adenostoma fasciculatum*), scrub oak (*Quercus berberidifolia*) and California buckwheat (*Eriogonum fasciculatum*).
- Salt cedar (*Tamarix ramosissima*) was detected in small amounts along the channel.
- Overall native cover is estimated between 90-95% with ~ 5-10% cover of non-native species.

2020 Conservation Activities: Tasks associated with site conservation were performed throughout the property. An IERCD Field Ecologist conducted a site assessment on December 24th, 2020 to observe the conditions of the easement area for the explicit purpose of determining whether or not the conditions as outlined in the CE are being followed. Observations included:

- Habitat was comprised mostly of native vegetation. Dominant species included chamise (*Adenostoma fasciculatum*), scrub oak (*Quercus berberidifolia*) and California buckwheat (*Eriogonum fasciculatum*).
- A dead sycamore was observed on-site.
- Salt cedar (*Tamarix ramosissima*) was detected in small amounts along the channel.
- Overall native cover is estimated between 90-95% with ~ 5-10% cover of non-native species.

2021 Conservation Activities: Tasks associated with site conservation were performed throughout the property. An IERCD Field Ecologist conducted a site assessment on August 16th, 2021 to observe the conditions of the easement area for the explicit purpose of determining whether or not the conditions as outlined in the CE are being followed. Observations included:

- Habitat was comprised mostly of native vegetation. Dominant species included chamise (*Adenostoma fasciculatum*), scrub oak (*Quercus berberidifolia*) and California buckwheat (*Eriogonum fasciculatum*).
- A dead sycamore was observed on-site.
- A total of 3 immature Salt cedars (*Tamarix ramosissima*) were detected along the channel.
- Overall native cover is estimated between 90-95% with ~ 5-10% cover of non-native species.

2022 Conservation Activities: Tasks associated with site conservation were performed throughout the property. An IERCD Field Ecologist conducted a site assessment on August 16th, 2021 to observe the conditions of the easement area for the explicit purpose of determining whether or not the conditions as outlined in the CE are being followed. Observations included:

- Habitat was comprised mostly of native vegetation. Dominant species included chamise (*Adenostoma fasciculatum*), scrub oak (*Quercus berberidifolia*) and California buckwheat (*Eriogonum fasciculatum*).
- A dead sycamore was observed on-site.
- A total of 3 immature Salt cedars (*Tamarix ramosissima*) were detected along the channel.
- Overall native cover is estimated between 90-95% with ~ 5-10% cover of non-native species.
- No notable changes in coverage from 2021.

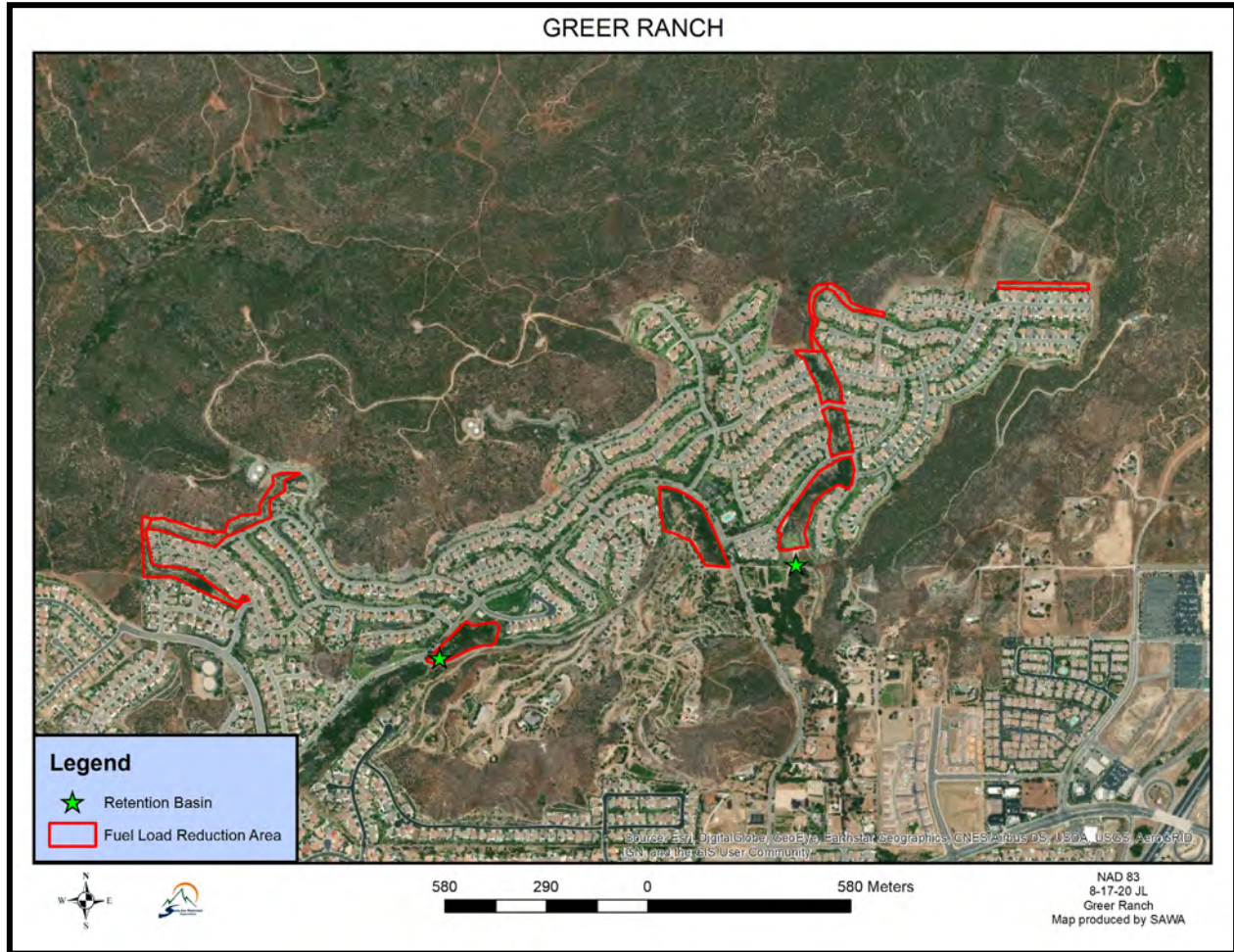
REPORT AREA III: CURRENT SITE CONDITIONS

% survival, % cover, and height of both tree and shrub species planted/Methods used to access these parameters: No field measurements were taken nor cover estimates made for vegetation, as this is not part of the monitoring requirements for the Greer Ranch CE.

REPORT AREA IV: NON NATIVE PLANT AND ANIMAL SPECIES REMOVAL

No non-native plant/animal removal occurred within this site due to limits on available management funds and lack of requirement to engage in these activities as indicated in associated regulatory permits.

REPORT AREA V: PROJECT SITE MAP



REPORT AREA VI: REPRESENTATIVE PHOTOS



← Photo point 1 taken 12/17/2019.



← Photo point 1 taken 9/27/2022.



← Photo point 5 taken 12/17/2019.



← Photo point 5 taken 9/27/2022.

PROJECT: RCFCWCD PROJECTS



ABOVE - Salt cedar (*Tamarisk ssp.*) species treatment utilizing bend and spray technique 2022.

PROJECT: RCFCWCD PROJECTS - HELASH

Permit Table		
TEAMRCD	Streambed Alteration Agreement	1600-2012-0014-R6

RCFCWCD Projects Summary: In early 2018, TEAM RCD began discussions with the Riverside County Flood Control and Water Conservation District (RCFCWCD) regarding the potential to enter into a Memorandum of Understanding, memorializing collaboration on vegetation maintenance within 11 sites managed by the Flood Control District. Following TEAM RCD – RCFCWCD discussions, TEAM received initial concurrence on the collaboration from the California Department of Fish and Wildlife (CDFW). Following this initial concurrence, TEAM RCD worked with staff members from the Santa Ana Watershed Association (SAWA) to conceptualize next steps should TEAM RCD elect to contract SAWA for performance of work defined in the MOU to be done on behalf of RCFCWD properties under TEAM’s Streambed Alteration Agreement.

In August of 2018, the TEAM RCD Board of Directors discussed the MOU and elected to authorized Board President Rose Corona to enter into the agreement with RCFCWCD. Under the terms of the MOU, TEAM RCD would operate under its Streambed Alteration Agreement to provide maintenance across eleven sites, to be addressed according to CDFW order of importance. Funding would go toward removals, biological monitoring, administrative tasks, and reporting. The final MOU was executed on Oct.30, 2018. TEAM RCD directly hired SAWA to perform removals using the executed MOU to ensure coverage of maintenance activities.

This project covers work performed at the Helash Channel under the executed TEAM RCD - RCFCWCD MOU. The Helash Channel site located near the intersection of Clinton Keith Road and Grand Ave in the City of Wildomar

REPORT AREA I: LIST OF ALL HABITAT CREATION, RESTORATION, ENHANCEMENT, AND CONSERVATION PROJECT AREAS CURRENTLY BEING MANAGED BY PERMITTEE

Conservation and enhancement activities during this reporting period took place in: 2019, 2020, 2021 and 2022. Treatments targeted non-natives species throughout the full Helash channel segment identified in the Scope of Work accompanying the TEAM RCD – RCFCWCD MOU.

REPORT AREA II: DESCRIPTION OF THE HABITAT RESTORATION, ENHANCEMENT, AND CONSERVATION ACTIVITIES PERFORMED WITHIN EACH PROJECT AREA

Conservation Activities: Treatments were conducted outside of nesting season to avoid impacts to sensitive wildlife species. Conservation activities consisted of site visits and reporting.

Enhancement Activities: The entire project area was treated annually throughout the current reporting period.

REPORT AREA III: CURRENT SITE CONDITIONS INCLUDING:

% survival, % cover, and height of both tree and shrub species planted/Methods used to access these parameters: No active restoration occurred at this site during this reporting period.

REPORT AREA IV: NON-NATIVE PLANT AND ANIMAL SPECIES REMOVAL

Methods Used for Removal: The Santa Ana Watershed Association (SAWA) had their field crews utilize a cut-stump treatment to any non-native woody biomass. Control methods have proven effective this far and future treatments are recommended to ensure re-infestation of non-native species is not allowed to occur.

Amount Removed/Treated: The entire 10.45-acre area was treated annually for invasives. In 2022 a total of ~ 0.03 acres of salt cedar (*Tamarix ssp.*) were removed and treated.

Frequency/Timing of Treatment: Treatments were conducted throughout the four year reporting period.

REPORT AREA V: PROJECT SITE MAP



REPORT AREA VI: HELASH REPRESENTATIVE PHOTOS



← Salt cedar before treatment on 12/29/22.



← Salt cedar after treatment on 12/29/22.

PROJECT: RCFCWCD PROJECTS – HILDY MITIGATION SITE

Permit Table		
TEAMRCD	Streambed Alteration Agreement	1600-2012-0014-R6

RCFCWCD Projects Summary: In early 2018, TEAM RCD began discussions with the Riverside County Flood Control and Water Conservation District (RCFCWCD) regarding the potential to enter into a Memorandum of Understanding, memorializing collaboration on vegetation maintenance within 11 sites managed by the Flood Control District. Following TEAM RCD – RCFCWCD discussions, TEAM received initial concurrence on the collaboration from the California Department of Fish and Wildlife (CDFW). Following this initial concurrence, TEAM RCD worked with staff members from the Santa Ana Watershed Association (SAWA) to conceptualize next steps should TEAM RCD elect to contract SAWA for performance of work defined in the MOU to be done on behalf of RCFCWD properties under TEAM’s Streambed Alteration Agreement.

In August of 2018, the TEAM RCD Board of Directors discussed the MOU and elected to authorized Board President Rose Corona to enter into the agreement with RCFCWCD. Under the terms of the MOU, TEAM RCD would operate under its Streambed Alteration Agreement to provide maintenance across eleven sites, to be addressed according to CDFW order of importance. Funding would go toward removals, biological monitoring, administrative tasks, and reporting. The final MOU was executed on Oct. 30, 2018. TEAM RCD directly hired SAWA to perform removals using the executed MOU to ensure coverage of maintenance activities.

This project covers work performed at the Hildy Maintenance Site under the executed TEAM RCD - RCFCWCD MOU. The site is located along a RCFCWCD channel, near the intersection of Clinton Keith Road and Grand Ave in the City of Wildomar. The entire 6.59-Acre project area was treated annually throughout this reporting period.

REPORT AREA I: LIST OF ALL HABITAT CREATION, RESTORATION, ENHANCEMENT, AND CONSERVATION PROJECT AREAS CURRENTLY BEING MANAGED BY PERMITTEE

Conservation and enhancement activities during this reporting period took place in: 2019, 2020, 2021 and 2022. Treatments targeted non-natives species throughout the full Hildy project area identified in the Scope of Work accompanying the TEAM RCD – RCFCWCD MOU.

REPORT AREA II: DESCRIPTION OF THE HABITAT RESTORATION, ENHANCEMENT, AND CONSERVATION ACTIVITIES PERFORMED WITHIN EACH PROJECT AREA

Conservation Activities: Treatments were conducted outside of nesting season to avoid impacts to sensitive wildlife species. Conservation activities consisted of site visits and reporting.

Enhancement Activities: The entire project area was treated annually throughout the current reporting period.

REPORT AREA III: CURRENT SITE CONDITIONS INCLUDING:

% survival, % cover, and height of both tree and shrub species planted/Methods used to access these parameters: No species were installed as part of the HILDY Mitigation Project removals.

REPORT AREA IV: NON-NATIVE PLANT AND ANIMAL SPECIES REMOVAL

Methods Used for Removal: The Santa Ana Watershed Association (SAWA) had their field crews utilize a cut-stump treatment to any non-native woody biomass. Control methods have proven effective this far and future treatments are recommended to ensure re-infestation of non-native species is not allowed to occur.

Amount Removed/Treated: The entire 6.59-acre area was treated annually. In 2022, ~ 0.1 acre was removed and treated.

Frequency/Timing of Treatment: Treatments occurred annually throughout this reporting period.

REPORT AREA VI: PROJECT SITE MAP

Hildy



Legend
Hildy Project Boundary - ~ 6.59 Acres

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



200 100 0 200 Meters

NAD 83
8-1-19 JL
Hildy
Map produced by SAWA

REPORT AREA VII: REPRESENTATIVE PHOTOS



← Salt cedar after to treatment on 12/29/22.



← Salt cedar prior treatment on 12/29/22.

PROJECT: RCFCWCD PROJECTS – MURRIETA CREEK LINE F

Permit Table		
TEAMRCD	Streambed Alteration Agreement	1600-2012-0014-R6

RCFCWCD Projects Summary: In early 2018, TEAM RCD began discussions with the Riverside County Flood Control and Water Conservation District (RCFCWCD) regarding the potential to enter into a Memorandum of Understanding, memorializing collaboration on vegetation maintenance within 11 sites managed by the Flood Control District. Following TEAM RCD – RCFCWCD discussions, TEAM received initial concurrence on the collaboration from the California Department of Fish and Wildlife (CDFW). Following this initial concurrence, TEAM RCD worked with staff members from the Santa Ana Watershed Association (SAWA) to conceptualize next steps should TEAM RCD elect to contract SAWA for performance of work defined in the MOU to be done on behalf of RCFCWD properties under TEAM’s Streambed Alteration Agreement.

In August of 2018, the TEAM RCD Board of Directors discussed the MOU and elected to authorized Board President Rose Corona to enter into the agreement with RCFCWCD. Under the terms of the MOU, TEAM RCD would operate under its Streambed Alteration Agreement to provide maintenance across eleven sites, to be addressed according to CDFW order of importance. Funding would go toward removals, biological monitoring, administrative tasks, and reporting. The final MOU was executed on Oct. 30, 2018. TEAM RCD directly hired SAWA to perform removals using the executed MOU to ensure coverage of maintenance activities.

This project covers work performed at the Murrieta Creek Line F site under the executed TEAM RCD - RCFCWCD MOU. The site is located along a RCFCWCD channel, near the intersection of Kalmia Street and Washington Ave in the City of Murrieta. Of the 1.12-A total, .07-A infested with salt cedar (*Tamarix spp.*) in need of maintenance.

REPORT AREA I: LIST OF ALL HABITAT CREATION, RESTORATION, ENHANCEMENT, AND CONSERVATION PROJECT AREAS CURRENTLY BEING MANAGED BY PERMITTEE

Conservation and enhancement activities in the 2018 calendar year took place throughout the full Murrieta Creek Line F Site segment identified in the Scope of Work accompanying the TEAM RCD – RCFCWCD MOU.

REPORT AREA II: DESCRIPTION OF THE HABITAT RESTORATION, ENHANCEMENT, AND CONSERVATION ACTIVITIES PERFORMED WITHIN EACH PROJECT AREA

Conservation Activities: Treatments were conducted outside of nesting season to avoid impacts to sensitive wildlife species. Conservation activities consisted of site visits and reporting.

Enhancement Activities: The entire project area was treated annually throughout the current reporting period.

REPORT AREA III: CURRENT SITE CONDITIONS INCLUDING:

% survival, % cover, and height of both tree and shrub species planted/Methods used to access these parameters: No species were installed as part of the Murrieta Creek Line F Mitigation Project removals.

REPORT AREA IV: NON-NATIVE PLANT AND ANIMAL SPECIES REMOVAL

Methods Used for Removal: The Santa Ana Watershed Association (SAWA) had their field crews utilize a cut-stump treatment to any non-native woody biomass. Control methods have proven effective this far and future treatments are recommended to ensure re-infestation of non-native species is not allowed to occur.

Amount Removed/Treated: The entire 1.12-acre site was treated annually. There was ~ 0.07 acres of salt cedar (*Tamarix ssp.*) removed and treated in 2022.

Frequency/Timing of Treatment: Treatments are conducted annually to ensure non-native salt cedar (*Tamarix ssp.*) are not allowed to re-colonize the site.

REPORT AREA V: PROJECT SITE MAP

Murrieta Creek Line F



REPORT AREA VII: REPRESENTATIVE PHOTOS



← Salt cedar prior to treatment on 12/29/22.



← Salt cedar after treatment on 12/29/22.

PROJECT: RCFCWCD PROJECTS – PALOMAR-CORYDON CHANNEL

Permit Table		
TEAMRCD	Streambed Alteration Agreement	1600-2012-0014-R6

RCFCWCD Projects Summary: In early 2018, TEAM RCD began discussions with the Riverside County Flood Control and Water Conservation District (RCFCWCD) regarding the potential to enter into a Memorandum of Understanding, memorializing collaboration on vegetation maintenance within 11 sites managed by the Flood Control District. Following TEAM RCD – RCFCWCD discussions, TEAM received initial concurrence on the collaboration from the California Department of Fish and Wildlife (CDFW). Following this initial concurrence, TEAM RCD worked with staff members from the Santa Ana Watershed Association (SAWA) to conceptualize next steps should TEAM RCD elect to contract SAWA for performance of work defined in the MOU to be done on behalf of RCFCWD properties under TEAM’s Streambed Alteration Agreement.

In August of 2018, the TEAM RCD Board of Directors discussed the MOU and elected to authorized Board President Rose Corona to enter into the agreement with RCFCWCD. Under the terms of the MOU, TEAM RCD would operate under its Streambed Alteration Agreement to provide maintenance across eleven sites, to be addressed according to CDFW order of importance. Funding would go toward removals, biological monitoring, administrative tasks, and reporting. The final MOU was executed on Oct. 30, 2018. TEAM RCD directly hired SAWA to perform removals using the executed MOU to ensure coverage of maintenance activities.

This project covers work performed at the Palomar-Corydon channel site under the executed TEAM RCD - RCFCWCD MOU. The site is located along a RCFCWCD channel, near the intersection of Murrieta Hot Springs Road and Winchester Road in the City of Murrieta. Of the 3.67-A total, .11-A infested with salt cedar (*Tamarix spp.*) in need of maintenance.

REPORT AREA I: LIST OF ALL HABITAT CREATION, RESTORATION, ENHANCEMENT, AND CONSERVATION PROJECT AREAS CURRENTLY BEING MANAGED BY PERMITTEE

Conservation and enhancement activities in the 2018 calendar year took place throughout the full Palomar-Corydon site identified in the Scope of Work accompanying the TEAM RCD – RCFCWCD MOU.

REPORT AREA II: DESCRIPTION OF THE HABITAT RESTORATION, ENHANCEMENT, AND CONSERVATION ACTIVITIES PERFORMED WITHIN EACH PROJECT AREA

Conservation Activities: Treatments were conducted outside of nesting season to avoid impacts to sensitive wildlife species. Conservation activities consisted of site visits and reporting.

Enhancement Activities: The entire project area was treated annually throughout the current reporting period.

REPORT AREA III: CURRENT SITE CONDITIONS INCLUDING:

% survival, % cover, and height of both tree and shrub species planted/Methods used to access these parameters: No species were installed as part of the Palomar-Corydon channel Maintenance Project removals.

REPORT AREA IV: NON-NATIVE PLANT AND ANIMAL SPECIES REMOVAL

Methods Used for Removal: The Santa Ana Watershed Association (SAWA) had their field crews utilize a cut-stump treatment to any non-native woody biomass. Control methods have proven effective this far and future treatments are recommended to ensure re-infestation of non-native species is not allowed to occur.

Amount Removed/Treated: The entire 3.67-acre site was treated annually. There was ~ 0.11 acres of salt cedar (*Tamarix ssp.*) removed and treated in 2022.

Frequency/Timing of Treatment: Treatments are conducted annually to ensure non-native salt cedar (*Tamarix ssp.*) are not allowed to re-colonize the site.

REPORT AREA VI: PROJECT SITE MAP

Palomar-Corydon Channels



REPORT AREA VII: REPRESENTATIVE SITE PHOTOS



← Salt cedar prior to treatment on 12/29/22.



← Salt cedar post treatment on 12/29/22.

PROJECT: RCFCWCD PROJECTS – SANTA GERTRUDIS CREEK

Permit Table		
TEAMRCD	Streambed Alteration Agreement	1600-2012-0014-R6

RCFCWCD Projects Summary: In early 2018, TEAM RCD began discussions with the Riverside County Flood Control and Water Conservation District (RCFCWCD) regarding the potential to enter into a Memorandum of Understanding, memorializing collaboration on vegetation maintenance within 11 sites managed by the Flood Control District. Following TEAM RCD – RCFCWCD discussions, TEAM received initial concurrence on the collaboration from the California Department of Fish and Wildlife (CDFW). Following this initial concurrence, TEAM RCD worked with staff members from the Santa Ana Watershed Association (SAWA) to conceptualize next steps should TEAM RCD elect to contract SAWA for performance of work defined in the MOU to be done on behalf of RCFCWD properties under TEAM’s Streambed Alteration Agreement.

In August of 2018, the TEAM RCD Board of Directors discussed the MOU and elected to authorized Board President Rose Corona to enter into the agreement with RCFCWCD. Under the terms of the MOU, TEAM RCD would operate under its Streambed Alteration Agreement to provide maintenance across eleven sites, to be addressed according to CDFW order of importance. Funding would go toward removals, biological monitoring, administrative tasks, and reporting. The final MOU was executed on Oct. 30, 2018. TEAM RCD directly hired SAWA to perform removals using the executed MOU to ensure coverage of maintenance activities.

This project covers work performed at the Santa Gertrudis creek site under the executed TEAM RCD - RCFCWCD MOU. The site is located along a RCFCWCD channel, starting upstream near Joseph Park and running downstream to the 15 freeway (see attached map). Of the 56.33-A total, ~ 0.91-A infested with salt cedar (*Tamarix spp.*) with small patches of other invasives, collectively in need of maintenance.

REPORT AREA I: LIST OF ALL HABITAT CREATION, RESTORATION, ENHANCEMENT, AND CONSERVATION PROJECT AREAS CURRENTLY BEING MANAGED BY PERMITTEE

Conservation and enhancement activities in the 2018 calendar year took place throughout the full Santa Gertrudis creek site identified in the Scope of Work accompanying the TEAM RCD – RCFCWCD MOU.

REPORT AREA II: DESCRIPTION OF THE HABITAT RESTORATION, ENHANCEMENT, AND CONSERVATION ACTIVITIES PERFORMED WITHIN EACH PROJECT AREA

Conservation Activities: Treatments were conducted outside of nesting season to avoid impacts to sensitive wildlife species. Conservation activities consisted of site visits and reporting.

Enhancement Activities: The entire project area was treated annually throughout the current reporting period.

REPORT AREA III: CURRENT SITE CONDITIONS INCLUDING:

% survival, % cover, and height of both tree and shrub species planted/Methods used to access these parameters: No species were installed as part of the Santa Gertrudis creek Maintenance Project removals.

REPORT AREA IV: NON-NATIVE PLANT AND ANIMAL SPECIES REMOVAL

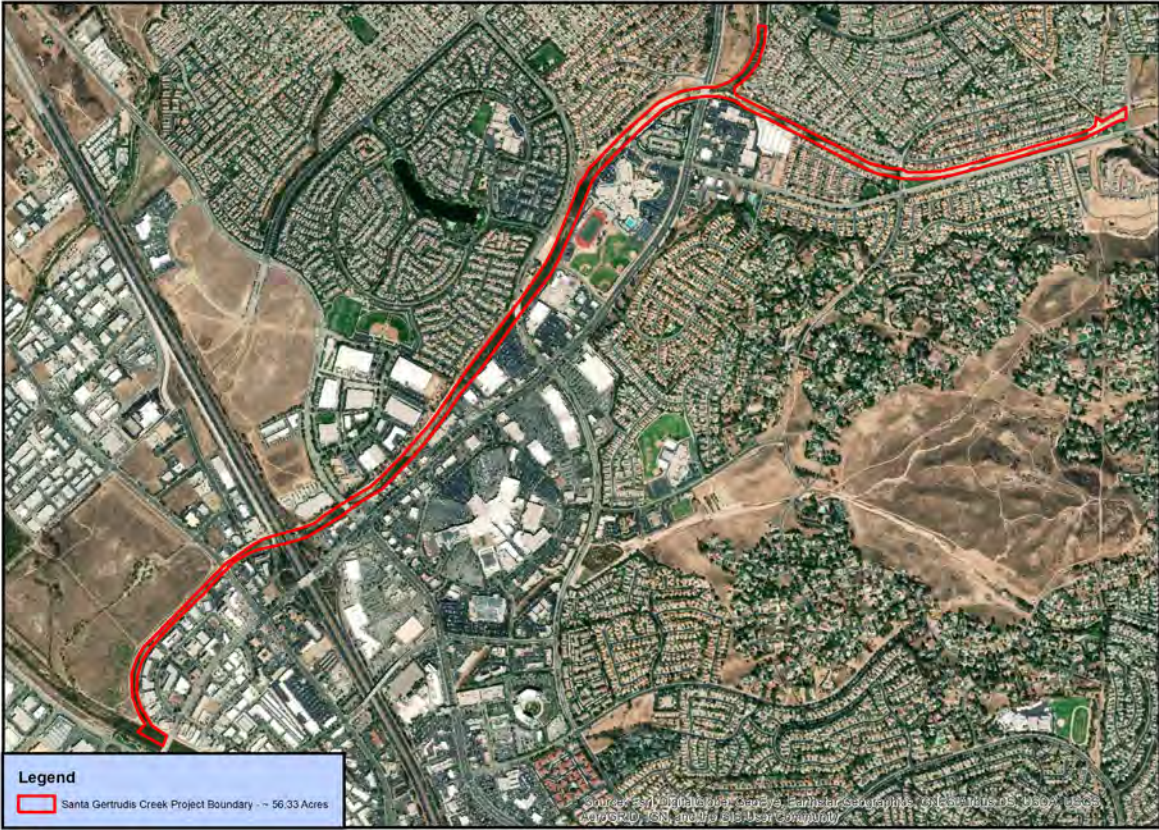
Methods Used for Removal: The Santa Ana Watershed Association (SAWA) had their field crews utilize a cut-stump treatment to any non-native woody biomass. Control methods have proven effective this far and future treatments are recommended to ensure re-infestation of non-native species is not allowed to occur.

Amount Removed/Treated: The entire 56.33-acre site was treated annually. There was ~ 0.91 acres of salt cedar (*Tamarix ssp.*) removed in 2022.

Frequency/Timing of Treatment: Treatments are conducted annually to ensure non-native salt cedar (*Tamarix ssp.*) are not allowed to re-colonize the site.

REPORT AREA V: PROJECT SITE MAP

Santa Gertrudis Creek



REPORT AREA VII: REPRESENTATIVE PHOTOS



← Salt cedar prior to treatment on 7/21/22.



← Salt cedar during treatment 7/21/22.



← Salt cedar after to treatment on 7/21/22.

PROJECT: RCFCWCD PROJECTS – TEMECULA CREEK AD 159

Permit Table		
TEAMRCD	Streambed Alteration Agreement	1600-2012-0014-R6

RCFCWCD Projects Summary: In early 2018, TEAM RCD began discussions with the Riverside County Flood Control and Water Conservation District (RCFCWCD) regarding the potential to enter into a Memorandum of Understanding, memorializing collaboration on vegetation maintenance within 11 sites managed by the Flood Control District. Following TEAM RCD – RCFCWCD discussions, TEAM received initial concurrence on the collaboration from the California Department of Fish and Wildlife (CDFW). Following this initial concurrence, TEAM RCD worked with staff members from the Santa Ana Watershed Association (SAWA) to conceptualize next steps should TEAM RCD elect to contract SAWA for performance of work defined in the MOU to be done on behalf of RCFCWD properties under TEAM’s Streambed Alteration Agreement.

In August of 2018, the TEAM RCD Board of Directors discussed the MOU and elected to authorized Board President Rose Corona to enter into the agreement with RCFCWCD. Under the terms of the MOU, TEAM RCD would operate under its Streambed Alteration Agreement to provide maintenance across eleven sites, to be addressed according to CDFW order of importance. Funding would go toward removals, biological monitoring, administrative tasks, and reporting. The final MOU was executed on Oct. 30, 2018. TEAM RCD directly hired SAWA to perform removals using the executed MOU to ensure coverage of maintenance activities.

This project covers work performed at the Temecula creek ad 159 site under the executed TEAM RCD - RCFCWCD MOU. The site is located along a RCFCWCD channel, near the intersection of Murrieta Hot Springs Road and Winchester Road in the City of Murrieta. Of the 5.78-A total, .17-A infested with salt cedar (*Tamarix spp.*) with small patches of other invasives, collectively in need of maintenance.

REPORT AREA I: LIST OF ALL HABITAT CREATION, RESTORATION, ENHANCEMENT, AND CONSERVATION PROJECT AREAS CURRENTLY BEING MANAGED BY PERMITTEE

Conservation and enhancement activities in the 2018 calendar year took place throughout the full Temecula creek ad 159 site identified in the Scope of Work accompanying the TEAM RCD – RCFCWCD MOU.

REPORT AREA II: DESCRIPTION OF THE HABITAT RESTORATION, ENHANCEMENT, AND CONSERVATION ACTIVITIES PERFORMED WITHIN EACH PROJECT AREA

Conservation Activities: Treatments were conducted outside of nesting season to avoid impacts to sensitive wildlife species. Conservation activities consisted of site visits and reporting.

Enhancement Activities: The entire project area was treated annually throughout the current reporting period.

REPORT AREA III: CURRENT SITE CONDITIONS INCLUDING:

% survival, % cover, and height of both tree and shrub species planted/Methods used to access these parameters: No species were installed as part of the Temecula creek ad 159 Maintenance Project removals.

REPORT AREA IV: NON-NATIVE PLANT AND ANIMAL SPECIES REMOVAL

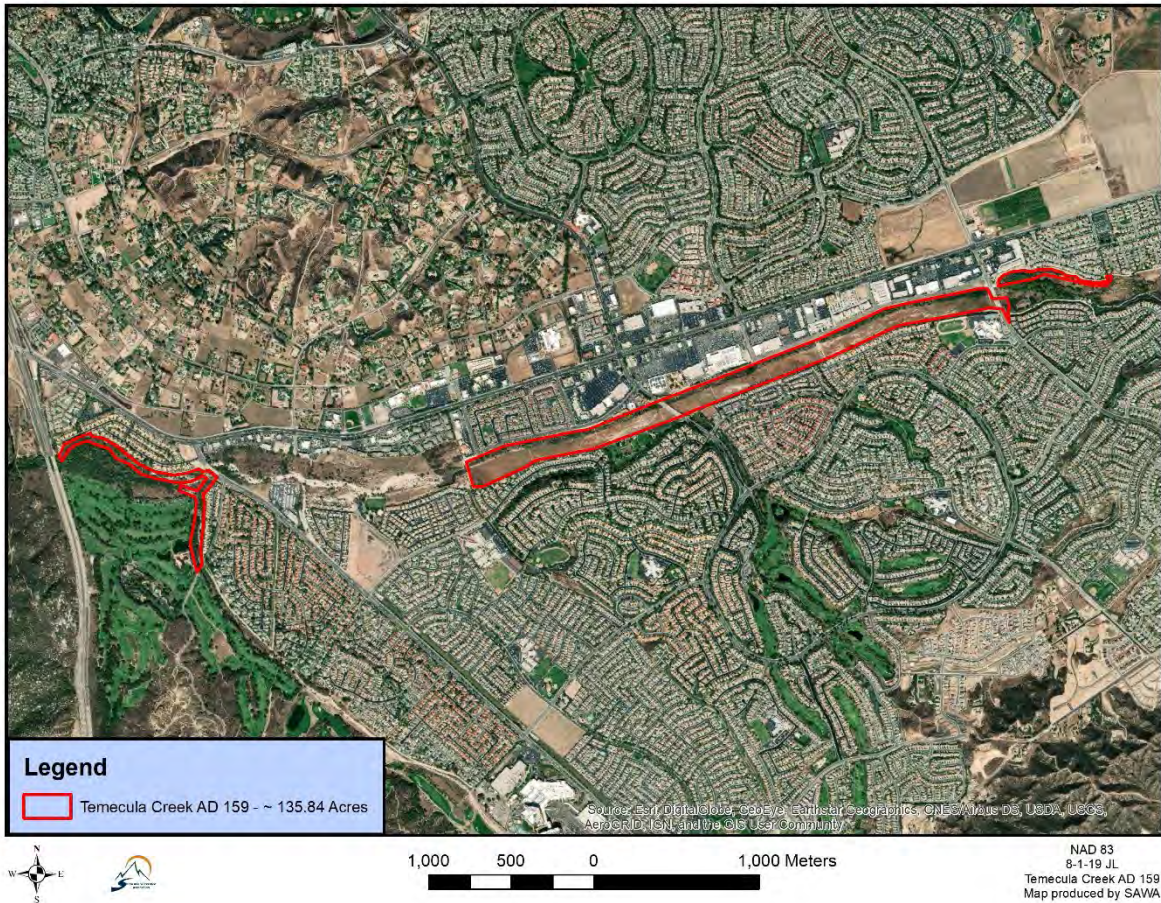
Methods Used for Removal: The Santa Ana Watershed Association (SAWA) had their field crews utilize a cut-stump treatment to any non-native woody biomass. Removed biomass was masticated with SAWA's Green Climber LV 600 masticator. Control methods have proven effective this far and future treatments are recommended to ensure re-infestation of non-native species is not allowed to occur.

Amount Removed/Treated: The entire 135.84-acre site was treated annually. There was a total of ~ 6.79 acres of salt cedar (*Tamarix ssp.*) removed in 2022.

Frequency/Timing of Treatment: Treatments are conducted annually to ensure non-native salt cedar (*Tamarix ssp.*) are not allowed to re-colonize the site.

REPORT AREA V: PROJECT SITE MAP

Temecula Creek AD 159



REPORT AREA VII: REPRESENTATIVE PHOTOS



← Salt cedar prior to treatment on 11/3/22.



← Salt cedar after treatment on 11/3/22.

PROJECT: RCFCWCD PROJECTS – TRANSIENT MONITORING

Permit Table		
TEAMRCD	Streambed Alteration Agreement	1600-2012-0014-R6

RCFCWCD Projects Summary: In early 2018, TEAM RCD began discussions with the Riverside County Flood Control and Water Conservation District (RCFCWCD) regarding the potential to enter into a Memorandum of Understanding, memorializing collaboration on vegetation maintenance within 11 sites managed by the Flood Control District. Following TEAM RCD – RCFCWCD discussions, TEAM received initial concurrence on the collaboration from the California Department of Fish and Wildlife (CDFW). Following this initial concurrence, TEAM RCD worked with staff members from the Santa Ana Watershed Association (SAWA) to conceptualize next steps should TEAM RCD elect to contract SAWA for performance of work defined in the MOU to be done on behalf of RCFCWD properties under TEAM’s Streambed Alteration Agreement.

In August of 2018, the TEAM RCD Board of Directors discussed the MOU and elected to authorized Board President Rose Corona to enter into the agreement with RCFCWCD. Under the terms of the MOU, TEAM RCD would operate under its Streambed Alteration Agreement to provide maintenance across eleven sites, to be addressed according to CDFW order of importance. Funding would go toward removals, biological monitoring, administrative tasks, and reporting. The final MOU was executed on Oct. 30, 2018. TEAM RCD directly hired SAWA to perform removals using the executed MOU to ensure coverage of maintenance activities.

This project covers work performed at the transient monitoring sites under the executed TEAM RCD - RCFCWCD MOU. The site is located along multiple drainages and entails the monitoring and mapping of homeless camps.

REPORT AREA I: LIST OF ALL HABITAT CREATION, RESTORATION, ENHANCEMENT, AND CONSERVATION PROJECT AREAS CURRENTLY BEING MANAGED BY PERMITTEE

Conservation and enhancement activities occurred annually throughout this reporting period.

REPORT AREA II: DESCRIPTION OF THE HABITAT RESTORATION, ENHANCEMENT, AND CONSERVATION ACTIVITIES PERFORMED WITHIN EACH PROJECT AREA

Conservation Activities: Monitoring was conducted bi-weekly for the presence/abundance of unhoused individuals living within RCFCWCD channel boundaries. Reports are drafted monthly and submitted to TEAM RCD by SAWA staff.

Enhancement Activities: There were no enhancement activities conducted due to this project only focusing on monitoring for presence of un-housed individuals.

REPORT AREA III: CURRENT SITE CONDITIONS INCLUDING:

% survival, % cover, and height of both tree and shrub species planted/Methods used to access these parameters: No species were installed as part of the project.

REPORT AREA IV: NON-NATIVE PLANT AND ANIMAL SPECIES REMOVAL

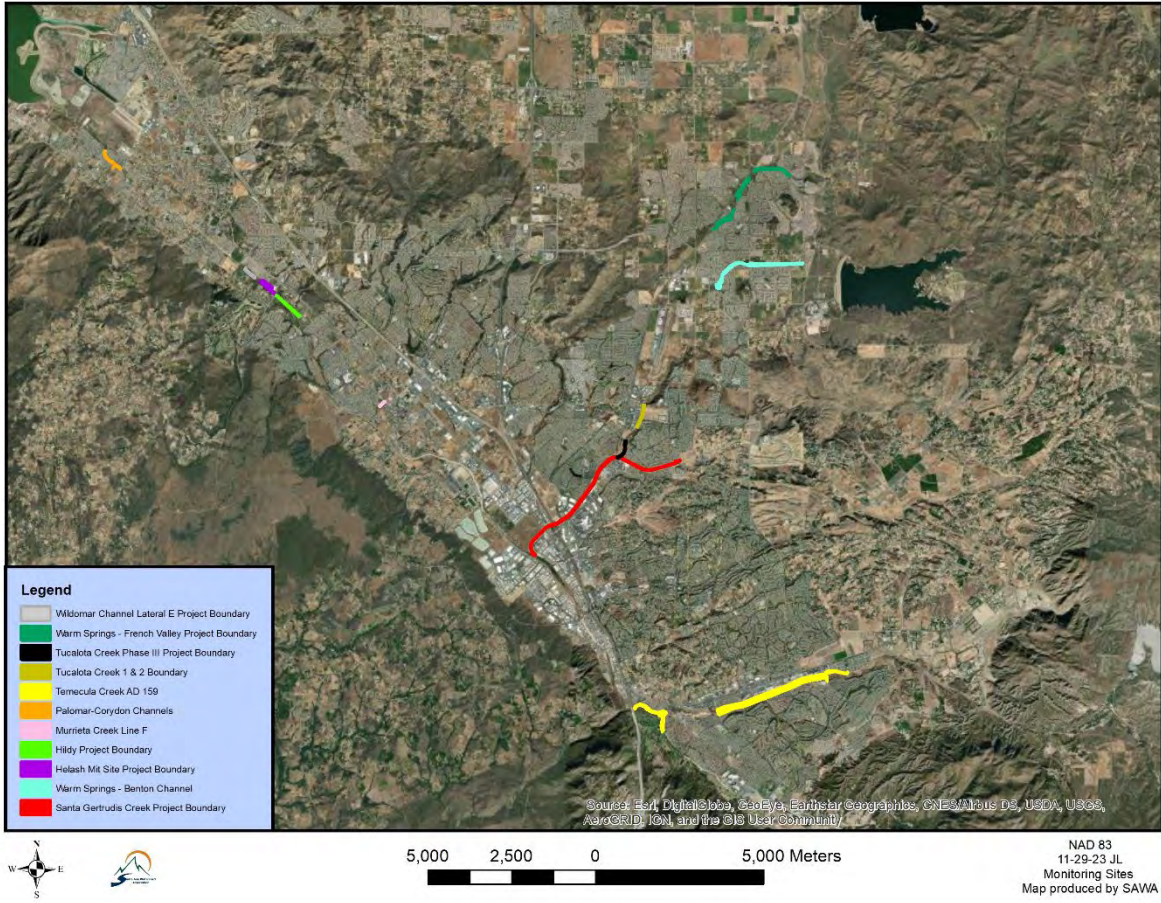
Methods Used for Removal: Treatments and removal are not a part of the scope of work for this project.

Amount Removed/Treated: N/A

Frequency/Timing of Treatment: monitoring events are conducted bi-weekly.

REPORT AREA V: PROJECTS SITE MAP

Monitoring Sites



REPORT AREA VII: - REPRESENTATIVE PHOTOS



← Unhoused individual camp recorded while monitoring 2022.



← Unhoused individual camp recorded while monitoring 2022.

PROJECT: RCFCWCD PROJECTS – TUCALOTA CREEK PHASE I & II

Permit Table		
TEAMRCD	Streambed Alteration Agreement	1600-2012-0014-R6

RCFCWCD Projects Summary: In early 2018, TEAM RCD began discussions with the Riverside County Flood Control and Water Conservation District (RCFCWCD) regarding the potential to enter into a Memorandum of Understanding, memorializing collaboration on vegetation maintenance within 11 sites managed by the Flood Control District. Following TEAM RCD – RCFCWCD discussions, TEAM received initial concurrence on the collaboration from the California Department of Fish and Wildlife (CDFW). Following this initial concurrence, TEAM RCD worked with staff members from the Santa Ana Watershed Association (SAWA) to conceptualize next steps should TEAM RCD elect to contract SAWA for performance of work defined in the MOU to be done on behalf of RCFCWD properties under TEAM’s Streambed Alteration Agreement.

In August of 2018, the TEAM RCD Board of Directors discussed the MOU and elected to authorized Board President Rose Corona to enter into the agreement with RCFCWCD. Under the terms of the MOU, TEAM RCD would operate under its Streambed Alteration Agreement to provide maintenance across eleven sites, to be addressed according to CDFW order of importance. Funding would go toward removals, biological monitoring, administrative tasks, and reporting. The final MOU was executed on Oct. 30, 2018. TEAM RCD directly hired SAWA to perform removals using the executed MOU to ensure coverage of maintenance activities.

This project covers work performed at the Tucalota Creek Phase I& II site under the executed TEAM RCD - RCFCWCD MOU. The site is located along a RCFCWCD channel, near the intersection of Murrieta Hot Springs Road and Winchester Road in the City of Murrieta. Of the 6.6-A total, 0.05-A infested with salt cedar (*Tamarix spp.*) with small patches of other invasives, collectively in need of maintenance.

REPORT AREA I: LIST OF ALL HABITAT CREATION, RESTORATION, ENHANCEMENT, AND CONSERVATION PROJECT AREAS CURRENTLY BEING MANAGED BY PERMITTEE

Conservation and enhancement activities in the 2018 calendar year took place throughout the full Tucalota Creek Phase III site identified in the Scope of Work accompanying the TEAM RCD – RCFCWCD MOU.

REPORT AREA II: DESCRIPTION OF THE HABITAT RESTORATION, ENHANCEMENT, AND CONSERVATION ACTIVITIES PERFORMED WITHIN EACH PROJECT AREA

Conservation Activities: Treatments were conducted outside of nesting season to avoid impacts to sensitive wildlife species. Conservation activities consisted of site visits and reporting.

Enhancement Activities: The entire project area was treated annually throughout the current reporting period.

REPORT AREA III: CURRENT SITE CONDITIONS INCLUDING:

% survival, % cover, and height of both tree and shrub species planted/Methods used to access these parameters: No species were installed as part of the Tualota Creek Phase I & II Maintenance Project removals.

REPORT AREA IV: NON-NATIVE PLANT AND ANIMAL SPECIES REMOVAL

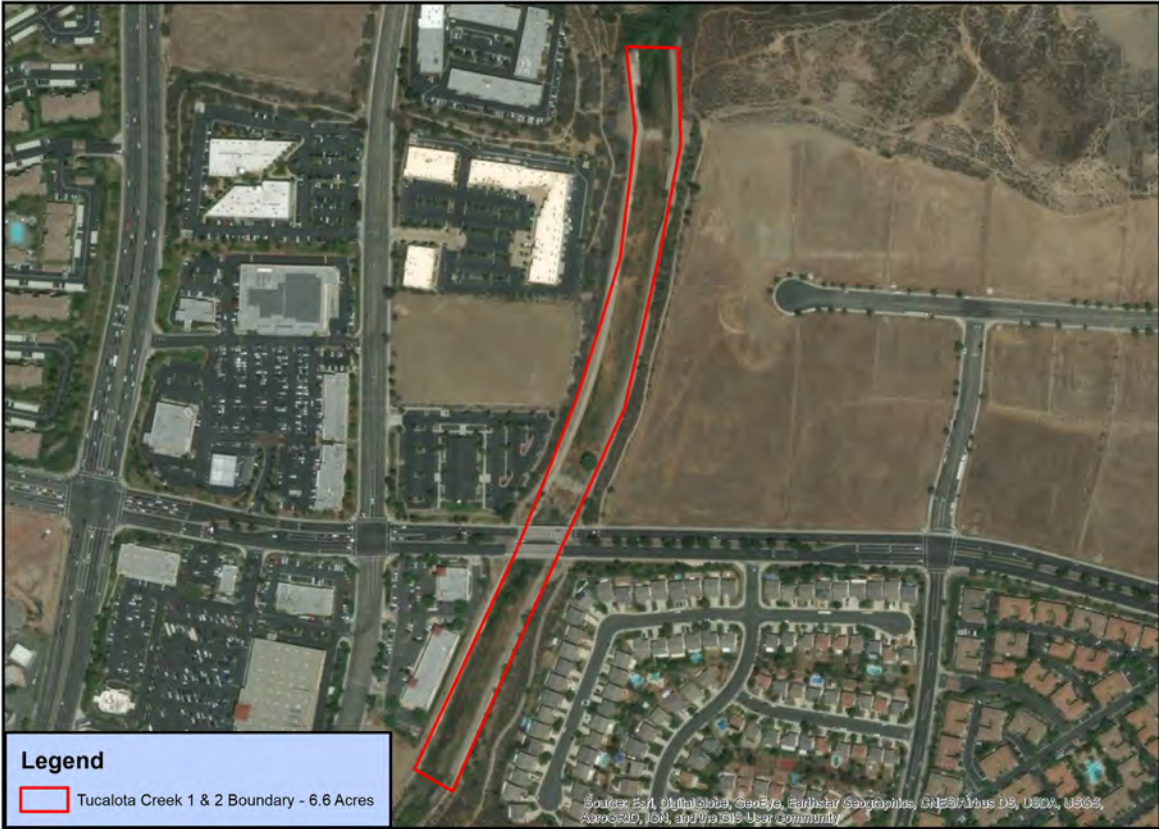
Methods Used for Removal: The Santa Ana Watershed Association (SAWA) had their field crews utilize a cut-stump treatment to any non-native woody biomass. Control methods have proven effective this far and future treatments are recommended to ensure re-infestation of non-native species is not allowed to occur.

Amount Removed/Treated: The entire 6.6-acre site was treated annually. There was a total of ~ 0.05 acres of salt cedar (*Tamarix ssp.*) removed in 2022.

Frequency/Timing of Treatment: three treatment days were completed in calendar year 2018, scheduled to occur outside of nesting season to minimize impact on covered species.

REPORT AREA V: PROJECT SITE MAP

Tucalota Creek



NAD 83
6-26-18 JIL
Tucalota Creek 1 & 2
Map produced by SAWA

REPORT AREA VII: - REPRESENTATIVE PHOTOS



← Salt cedar prior to treatment on 8/4/22.



← Salt cedar after treatment

PROJECT: RCFCWCD PROJECTS – TUCALOTA CREEK PHASE III

Permit Table		
TEAMRCD	Streambed Alteration Agreement	1600-2012-0014-R6

RCFCWCD Projects Summary: In early 2018, TEAM RCD began discussions with the Riverside County Flood Control and Water Conservation District (RCFCWCD) regarding the potential to enter into a Memorandum of Understanding, memorializing collaboration on vegetation maintenance within 11 sites managed by the Flood Control District. Following TEAM RCD – RCFCWCD discussions, TEAM received initial concurrence on the collaboration from the California Department of Fish and Wildlife (CDFW). Following this initial concurrence, TEAM RCD worked with staff members from the Santa Ana Watershed Association (SAWA) to conceptualize next steps should TEAM RCD elect to contract SAWA for performance of work defined in the MOU to be done on behalf of RCFCWD properties under TEAM’s Streambed Alteration Agreement.

In August of 2018, the TEAM RCD Board of Directors discussed the MOU and elected to authorized Board President Rose Corona to enter into the agreement with RCFCWCD. Under the terms of the MOU, TEAM RCD would operate under its Streambed Alteration Agreement to provide maintenance across eleven sites, to be addressed according to CDFW order of importance. Funding would go toward removals, biological monitoring, administrative tasks, and reporting. The final MOU was executed on Oct. 30, 2018. TEAM RCD directly hired SAWA to perform removals using the executed MOU to ensure coverage of maintenance activities.

This project covers work performed at the Tucalota Creek Phase III site under the executed TEAM RCD - RCFCWCD MOU. The site is located along a RCFCWCD channel, near the intersection of Murrieta Hot Springs Road and Winchester Road in the City of Murrieta. Of the 5.78-A total, 0.05-A infested with salt cedar (*Tamarix spp.*) with small patches of other invasives, collectively in need of maintenance.

REPORT AREA I: LIST OF ALL HABITAT CREATION, RESTORATION, ENHANCEMENT, AND CONSERVATION PROJECT AREAS CURRENTLY BEING MANAGED BY PERMITTEE

Conservation and enhancement activities in the 2018 calendar year took place throughout the full Tucalota Creek Phase III site identified in the Scope of Work accompanying the TEAM RCD – RCFCWCD MOU.

REPORT AREA II: DESCRIPTION OF THE HABITAT RESTORATION, ENHANCEMENT, AND CONSERVATION ACTIVITIES PERFORMED WITHIN EACH PROJECT AREA

Conservation Activities: Treatments were conducted outside of nesting season to avoid impacts to sensitive wildlife species. Conservation activities consisted of site visits and reporting.

Enhancement Activities: The entire project area was treated annually throughout the current reporting period.

REPORT AREA III: CURRENT SITE CONDITIONS INCLUDING:

% survival, % cover, and height of both tree and shrub species planted/Methods used to access these parameters: No species were installed as part of the Tocalota Creek Phase III Maintenance Project removals.

REPORT AREA IV: NON-NATIVE PLANT AND ANIMAL SPECIES REMOVAL

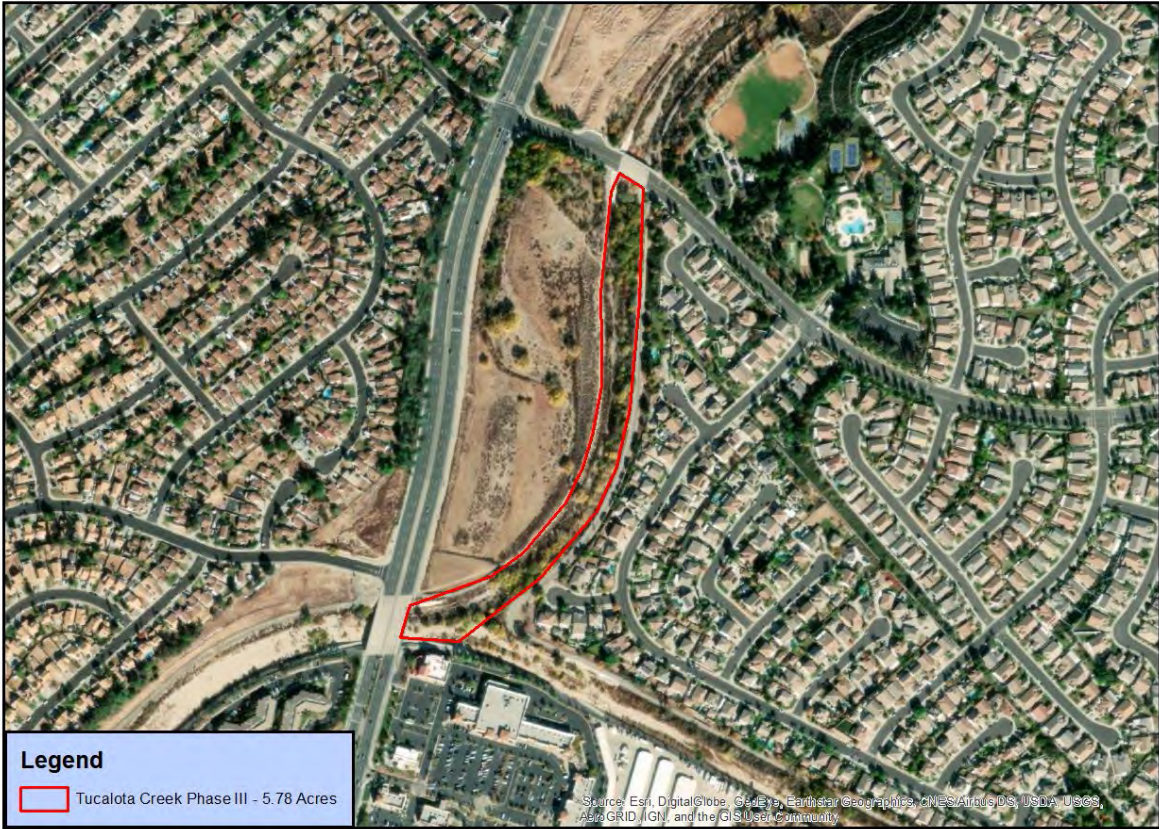
Methods Used for Removal: The Santa Ana Watershed Association (SAWA) had their field crews utilize a cut-stump treatment to any non-native woody biomass. Control methods have proven effective this far and future treatments are recommended to ensure re-infestation of non-native species is not allowed to occur.

Amount Removed/Treated: The entire ~ 5.78-acre site was treated annually. There was a total of ~ 0.05-acres of salt cedar (*Tamarix ssp.*) removed in 2022.

Frequency/Timing of Treatment: three treatment days were completed in calendar year 2018, scheduled to occur outside of nesting season to minimize impact on covered species.

REPORT AREA V: PROJECT SITE MAP

Tucalota Creek III



200 100 0 200 Meters

NAD 83
5-31-22 JL
Tucalota Creek III
Map produced by SAWA

REPORT AREA VI: REPRESENTATIVE PHOTOS



← Salt cedar after to treatment on 8/4/22.



PROJECT: RCFCWCD PROJECTS – VV CHANNEL

Permit Table		
TEAMRCD	Streambed Alteration Agreement	1600-2012-0014-R6

RCFCWCD Projects Summary: In early 2018, TEAM RCD began discussions with the Riverside County Flood Control and Water Conservation District (RCFCWCD) regarding the potential to enter into a Memorandum of Understanding, memorializing collaboration on vegetation maintenance within 11 sites managed by the Flood Control District. Following TEAM RCD – RCFCWCD discussions, TEAM received initial concurrence on the collaboration from the California Department of Fish and Wildlife (CDFW). Following this initial concurrence, TEAM RCD worked with staff members from the Santa Ana Watershed Association (SAWA) to conceptualize next steps should TEAM RCD elect to contract SAWA for performance of work defined in the MOU to be done on behalf of RCFCWD properties under TEAM’s Streambed Alteration Agreement.

In August of 2018, the TEAM RCD Board of Directors discussed the MOU and elected to authorized Board President Rose Corona to enter into the agreement with RCFCWCD. Under the terms of the MOU, TEAM RCD would operate under its Streambed Alteration Agreement to provide maintenance across eleven sites, to be addressed according to CDFW order of importance. Funding would go toward removals, biological monitoring, administrative tasks, and reporting. The final MOU was executed on Oct. 30, 2018. TEAM RCD directly hired SAWA to perform removals using the executed MOU to ensure coverage of maintenance activities.

This project covers work performed at the VV Chanel site under the executed TEAM RCD - RCFCWCD MOU. The site is located along a RCFCWCD channel, near the intersection of Murrieta Hot Springs Road and Winchester Road in the City of Murrieta. Of the 1.8-A total dead biomass along the channel was masticated to prevent channel blockages. In addition, non-native species were treated as they were encountered.

REPORT AREA I: LIST OF ALL HABITAT CREATION, RESTORATION, ENHANCEMENT, AND CONSERVATION PROJECT AREAS CURRENTLY BEING MANAGED BY PERMITTEE

Conservation and enhancement activities in the 2018 calendar year took place throughout the entire VV Channel site identified in the Scope of Work accompanying the TEAM RCD – RCFCWCD MOU.

REPORT AREA II: DESCRIPTION OF THE HABITAT RESTORATION, ENHANCEMENT, AND CONSERVATION ACTIVITIES PERFORMED WITHIN EACH PROJECT AREA

Conservation Activities: Treatments were conducted outside of nesting season to avoid impacts to sensitive wildlife species. Conservation activities consisted of site visits and reporting.

Enhancement Activities: The entire project area was treated annually throughout the current reporting period.

REPORT AREA III: CURRENT SITE CONDITIONS INCLUDING:

% survival, % cover, and height of both tree and shrub species planted/Methods used to access these parameters: No species were installed as part of the **VV channel** Maintenance Project removals.

REPORT AREA IV: NON-NATIVE PLANT AND ANIMAL SPECIES REMOVAL

Methods Used for Removal: The Santa Ana Watershed Association (SAWA) had their field crews utilize a cut-stump treatment to any non-native woody biomass. Control methods have proven effective this far and future treatments are recommended to ensure re-infestation of non-native species is not allowed to occur.

Amount Removed/Treated: Non-natives were treated as they were encountered. The primary species targeted was mustard ssp. (Brassica) along the levees.

Frequency/Timing of Treatment: Initial treatment occurred in 2022.

REPORT AREA V: PROJECT SITE MAP

VV CHANNEL



50 25 0 50 Meters

NAD 83
10-31-22 JL
VV Channel
Map produced by SAWA

REPORT AREA VI: REPRESENTATIVE PHOTOS



← Blockage prior to removal 12/29/22.



← SAWA's Green Climber LV 600 masticating blockages in the channel 12/29/22.

PROJECT: RCFCWCD PROJECTS – WARM SPRINGS – BENTON CHANNEL

Permit Table		
TEAMRCD	Streambed Alteration Agreement	1600-2012-0014-R6

RCFCWCD Projects Summary: In early 2018, TEAM RCD began discussions with the Riverside County Flood Control and Water Conservation District (RCFCWCD) regarding the potential to enter into a Memorandum of Understanding, memorializing collaboration on vegetation maintenance within 11 sites managed by the Flood Control District. Following TEAM RCD – RCFCWCD discussions, TEAM received initial concurrence on the collaboration from the California Department of Fish and Wildlife (CDFW). Following this initial concurrence, TEAM RCD worked with staff members from the Santa Ana Watershed Association (SAWA) to conceptualize next steps should TEAM RCD elect to contract SAWA for performance of work defined in the MOU to be done on behalf of RCFCWD properties under TEAM’s Streambed Alteration Agreement.

In August of 2018, the TEAM RCD Board of Directors discussed the MOU and elected to authorized Board President Rose Corona to enter into the agreement with RCFCWCD. Under the terms of the MOU, TEAM RCD would operate under its Streambed Alteration Agreement to provide maintenance across eleven sites, to be addressed according to CDFW order of importance. Funding would go toward removals, biological monitoring, administrative tasks, and reporting. The final MOU was executed on Oct. 30, 2018. TEAM RCD directly hired SAWA to perform removals using the executed MOU to ensure coverage of maintenance activities.

This project covers work performed at the Warm Springs – Benton channel site under the executed TEAM RCD - RCFCWCD MOU. The site is located along a RCFCWCD channel, near the intersection of Murrieta Hot Springs Road and Winchester Road in the City of Murrieta. Of the 23.38-A total, 0.952-A infested with salt cedar (*Tamarix spp.*) with small patches of other invasives, collectively in need of maintenance.

REPORT AREA I: LIST OF ALL HABITAT CREATION, RESTORATION, ENHANCEMENT, AND CONSERVATION PROJECT AREAS CURRENTLY BEING MANAGED BY PERMITTEE

Conservation and enhancement activities in the 2018 calendar year took place throughout the full Warm Springs – Benton Channel site identified in the Scope of Work accompanying the TEAM RCD – RCFCWCD MOU.

REPORT AREA II: DESCRIPTION OF THE HABITAT RESTORATION, ENHANCEMENT, AND CONSERVATION ACTIVITIES PERFORMED WITHIN EACH PROJECT AREA

Conservation Activities: Treatments were conducted outside of nesting season to avoid impacts to sensitive wildlife species. Conservation activities consisted of site visits and reporting.

Enhancement Activities: The entire project area was treated annually throughout the current reporting period.

REPORT AREA III: CURRENT SITE CONDITIONS INCLUDING:

% survival, % cover, and height of both tree and shrub species planted/Methods used to access these parameters: No species were installed as part of the Warm Springs – Benton Channel maintenance project removals.

REPORT AREA IV: NON-NATIVE PLANT AND ANIMAL SPECIES REMOVAL

Methods Used for Removal: The Santa Ana Watershed Association (SAWA) had their field crews utilize a cut-stump treatment to any non-native woody biomass. Control methods have proven effective this far and future treatments are recommended to ensure re-infestation of non-native species is not allowed to occur.

Amount Removed/Treated: The entire ~ 23.38-acre site was treated annually. There was a total of ~ 0.952 acres of salt cedar (*Tamarix ssp.*) removed in 2022.

Frequency/Timing of Treatment: Treatments are conducted annually outside the avian migratory nesting season.

REPORT AREA V: PROJECT SITE MAP

Warm Springs - Benton Channel



REPORT AREA VI: REPRESENTATIVE PHOTOS



← Salt cedar prior to treatment on 7/13/2022.



← Salt cedar during treatment on 7/13/2022.

PROJECT: RCFCWCD PROJECTS – WARM SPRINGS – FRENCH VALLEY

Permit Table		
TEAMRCD	Streambed Alteration Agreement	1600-2012-0014-R6

RCFCWCD Projects Summary: In early 2018, TEAM RCD began discussions with the Riverside County Flood Control and Water Conservation District (RCFCWCD) regarding the potential to enter into a Memorandum of Understanding, memorializing collaboration on vegetation maintenance within 11 sites managed by the Flood Control District. Following TEAM RCD – RCFCWCD discussions, TEAM received initial concurrence on the collaboration from the California Department of Fish and Wildlife (CDFW). Following this initial concurrence, TEAM RCD worked with staff members from the Santa Ana Watershed Association (SAWA) to conceptualize next steps should TEAM RCD elect to contract SAWA for performance of work defined in the MOU to be done on behalf of RCFCWCD properties under TEAM’s Streambed Alteration Agreement.

In August of 2018, the TEAM RCD Board of Directors discussed the MOU and elected to authorized Board President Rose Corona to enter into the agreement with RCFCWCD. Under the terms of the MOU, TEAM RCD would operate under its Streambed Alteration Agreement to provide maintenance across eleven sites, to be addressed according to CDFW order of importance. Funding would go toward removals, biological monitoring, administrative tasks, and reporting. The final MOU was executed on Oct. 30, 2018. TEAM RCD directly hired SAWA to perform removals using the executed MOU to ensure coverage of maintenance activities.

This project covers work performed at the Warm Springs – French Valley site under the executed TEAM RCD - RCFCWCD MOU. The site is located along a RCFCWCD channel, near Winchester Road in the City of Murrieta. Of the ~ 28.2-A total, ~ 1.41-A infested with salt cedar (*Tamarix spp.*) with small patches of other invasives, collectively in need of maintenance.

REPORT AREA I: LIST OF ALL HABITAT CREATION, RESTORATION, ENHANCEMENT, AND CONSERVATION PROJECT AREAS CURRENTLY BEING MANAGED BY PERMITTEE

Conservation and enhancement activities in the 2018 calendar year took place throughout the entire Warm Springs – French valley Site identified in the Scope of Work accompanying the TEAM RCD – RCFCWCD MOU.

REPORT AREA II: DESCRIPTION OF THE HABITAT RESTORATION, ENHANCEMENT, AND CONSERVATION ACTIVITIES PERFORMED WITHIN EACH PROJECT AREA

Conservation Activities: Treatments were conducted outside of nesting season to avoid impacts to sensitive wildlife species. Conservation activities consisted of site visits and reporting.

Enhancement Activities: The entire project area was treated annually throughout the current reporting period.

REPORT AREA III: CURRENT SITE CONDITIONS INCLUDING:

% survival, % cover, and height of both tree and shrub species planted/Methods used to access these parameters: No species were installed as part of the Warm Springs – French Valley maintenance project removals.

REPORT AREA IV: NON-NATIVE PLANT AND ANIMAL SPECIES REMOVAL

Methods Used for Removal: The Santa Ana Watershed Association (SAWA) had their field crews utilize a cut-stump treatment to any non-native woody biomass. Control methods have proven effective this far and future treatments are recommended to ensure re-infestation of non-native species is not allowed to occur.

Amount Removed/Treated: The entire ~ 28.2-acre site was treated annually. There was a total of ~ 1.41 acres of salt cedar (*Tamarix ssp.*) removed in 2022.

Frequency/Timing of Treatment: Treatments are conducted annually outside the avian migratory nesting season. If treatments are required during nesting season there is an on-site biologist to monitor the treatments to prevent impacts to listed species.

REPORT AREA V: PROJECT SITE MAP

Warm Springs-French Valley



430 215 0 430 Meters

NAD 83
8-1-19 JL
Warm Springs-French Valley
Map produced by SAWA

REPORT AREA VII: REPRESENTATIVE PHOTOS



← Salt cedar after to treatment on 7/11/22.



← Salt cedar prior to treatment on 7/11/22.

PROJECT: RCFCWCD PROJECTS – WILDOMAR CHANNEL

Permit Table		
TEAMRCD	Streambed Alteration Agreement	1600-2012-0014-R6

RCFCWCD Projects Summary: In early 2018, TEAM RCD began discussions with the Riverside County Flood Control and Water Conservation District (RCFCWCD) regarding the potential to enter into a Memorandum of Understanding, memorializing collaboration on vegetation maintenance within 11 sites managed by the Flood Control District. Following TEAM RCD – RCFCWCD discussions, TEAM received initial concurrence on the collaboration from the California Department of Fish and Wildlife (CDFW). Following this initial concurrence, TEAM RCD worked with staff members from the Santa Ana Watershed Association (SAWA) to conceptualize next steps should TEAM RCD elect to contract SAWA for performance of work defined in the MOU to be done on behalf of RCFCWD properties under TEAM’s Streambed Alteration Agreement.

In August of 2018, the TEAM RCD Board of Directors discussed the MOU and elected to authorized Board President Rose Corona to enter into the agreement with RCFCWCD. Under the terms of the MOU, TEAM RCD would operate under its Streambed Alteration Agreement to provide maintenance across eleven sites, to be addressed according to CDFW order of importance. Funding would go toward removals, biological monitoring, administrative tasks, and reporting. The final MOU was executed on Oct. 30, 2018. TEAM RCD directly hired SAWA to perform removals using the executed MOU to ensure coverage of maintenance activities.

This project covers work performed at the Wildomar Channel site under the executed TEAM RCD - RCFCWCD MOU. The site is located along a RCFCWCD channel, off of McVicar Street in the City of Wildomar. Of the 12.61-A total, 0.3-A infested with salt cedar (*Tamarix spp.*) with small patches of other invasives, collectively in need of maintenance.

REPORT AREA I: LIST OF ALL HABITAT CREATION, RESTORATION, ENHANCEMENT, AND CONSERVATION PROJECT AREAS CURRENTLY BEING MANAGED BY PERMITTEE

Conservation and enhancement activities in the 2018 calendar year took place throughout the entire Wildomar Channel site identified in the Scope of Work accompanying the TEAM RCD – RCFCWCD MOU.

REPORT AREA II: DESCRIPTION OF THE HABITAT RESTORATION, ENHANCEMENT, AND CONSERVATION ACTIVITIES PERFORMED WITHIN EACH PROJECT AREA

Conservation Activities: Treatments were conducted outside of nesting season to avoid impacts to sensitive wildlife species. Conservation activities consisted of site visits and reporting.

Enhancement Activities: The entire project area was treated annually throughout the current reporting period.

REPORT AREA III: CURRENT SITE CONDITIONS INCLUDING:

% survival, % cover, and height of both tree and shrub species planted/Methods used to access these parameters: No species were installed as part of the Wildomar channel Maintenance Project removals.

REPORT AREA IV: NON-NATIVE PLANT AND ANIMAL SPECIES REMOVAL

Methods Used for Removal: The Santa Ana Watershed Association (SAWA) had their field crews utilize a cut-stump treatment to any non-native woody biomass. Control methods have proven effective this far and future treatments are recommended to ensure re-infestation of non-native species is not allowed to occur.

Amount Removed/Treated: The entire ~ 12.61-acre site was treated annually. There was a total of ~ ~ 0.3 acres of salt cedar (*Tamarix ssp.*) removed in 2022.

Frequency/Timing of Treatment: Treatments are conducted annually outside the avian migratory nesting season. If treatments are required during nesting season there is an on-site biologist to monitor the treatments to prevent impacts to listed species.

REPORT AREA V: PROJECT SITE MAP

Wildomar Channel Lateral E



REPORT AREA VII: REPRESENTATIVE PHOTOS



← Salt cedar prior to treatment on 12/29/22.



← Salt cedar after treatment on 12/29/22.



← Salt cedar prior to treatment on 12/29/22.



← Salt cedar after treatment on 12/29/22.

SAN DIEGO STATE FIELDSTATION

PROJECT BACKGROUND

The San Diego State Field Station (or the Santa Margarita Ecological Reserve, SMER) is located along the Santa Margarita River, downstream of Murrieta, CA. Part of the facility is in Riverside County and part is in San Diego County. This report covers completion of work (January 2022) in the Riverside County portion of the Arundo treatment work area (work that started in December 2021). The riparian area is a deep rocky gorge, it has perennial flows and high value riparian habitat dominated by native vegetation. It is jointly managed by San Diego State University and CDFW. The area has scattered clumps of Arundo and is upstream of areas that once had over 800 acres of Arundo in San Diego County (Camp Pendleton, San Diego County Parks, and Wildlands Conservancy properties). Mission Resource Conservation District joined with Team RCD in Riverside to jointly treat these scattered clumps of Arundo using a Wildlife Conservation Board Prop 1 Grant (held by Mission RCD).

Table 1: Mitigations Placed at Project					
Permit Number	Project Name	Permittee Name	Amount Received	Mitigated Acreage	Mitigation Type
NA	NA	NA	NA	NA	NA

PROJECT ACTIVITIES AND NON-NATIVE REMOVAL

Enhancement Activities: During this reporting period, an herbicide mix (aquatic approved mix of glyphosate and imazapyr) was foliar applied to giant reed, A total of 0.5 acres of Arundo was treated. This completed treatment work that was started in December 2021.

Table 2: San Diego State Field Station– Summary of Activities			
Project placed in:	2021		
Reporting Period	Amount (in acres)	Type of Activity	Species Removed or Treated
1/24/2022	0.5 ac	Treatment	Giant reed (Arundo donax)

Removal/treatment methods: All herbicide treatments are conducted using a foliar application with 4-gallon backpack sprayers. ACS Habitat conducted these treatments.

Table 3: Chemicals used during herbicide treatments		
Product	Amount used	Purpose
Polaris	25 oz	Herbicide: Imazapyr
Round Up Custom	76 oz	Herbicide: Glyphosate

DyneAmic	6 oz	Surfactant
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Amount removed/treated: approximately 0.5 acres of giant reed was treated during this reporting period.

Treatment frequency and timing: During this reporting period, treatments occurred on 1/24/2022.

Disposal of removed/treated biomass: Due to the small size and remote locations of the Arundo stands being treated, biomass was left on site and allowed to dry and decompose in place.

Monitoring Activities: Mission RCD staff and a biological consultant (Jason Giessow, Dendra Inc.) carried out an educational resources review with the crew and reviewed all permit conditions prior to work starting. An on-site tour of access and site logistics was also completed. A MRCD staff biologist checked on the crew during work and field station staff were notified when the crew was done for the day.

CURRENT SITE CONDITIONS

Table 4: Current Site Conditions		
Average tree height class:	>5-10 meters	
Average shrub height class:	>2-5 meters	
Overall vegetative coverage:	>75%	
Native coverage:	>70%	
Common Name	Scientific Name	Coverage Class
Arroyo Willow	<i>Salix lasiolepis</i>	>5-15%
Goodding's Black Willow	<i>Salix gooddingii</i>	>5-15%
California sycamore	<i>Platanus racemosa</i>	1-5%
Sandbar Willow	<i>Salix exigua</i>	1-5%
Mulefat	<i>Baccharis salicifolia</i>	1-5%
Stinging Nettle	<i>Urtica dioica</i>	>5-15%
California Mugwort	<i>Artemisia douglasiana</i>	1-5%
Non-native coverage:	<5-%	
Common Name	Scientific Name	Coverage Class
Giant Reed	<i>Arundo donax</i>	<1%

Table 5: Wildlife species detected on site		
Avian Species		
Common Name	Scientific Name	Special Status

Yellow-breasted Chat	<i>Icteria virens</i>	State species of special concern
Yellow Warbler	<i>Setophaga petechia</i>	State species of special concern
Least Bell's Vireo	<i>Vireo bellii pusillus</i>	Federal and state endangered
Lesser Goldfinch	<i>Spinus psaltria</i>	None
Blue Grosbeak	<i>Passerina caerulea</i>	None
Common Yellowthroat	<i>Geothlypis trichas</i>	None

PROJECT STATUS

This Arundo treatment was funded with WCB Grant funds. An effort will be made to re-treat the area in a year or two. The efficacy (effectiveness) of the treatment should be quite high as foliar application is the most effective treatment method. Other scattered perennial non-natives were observed (fan palms, bottle brush tree, and pampas grass), but in general perennial non-native plant cover was extremely low. These should also be treated, but this work was outside of grant funding (Arundo only).

WORK SITE PHOTOS



PHOTO OF TREATED ARUNDO DONAX (GIANT REED).

MAP



Order No.
Escrow No.
Loan No.

North American
WHEN RECORDED MAIL TO:

Lennar Homes of California, Inc.
24800 Chrisanta Drive, Suite 200
Mission Viejo, CA 92691
NORTH AMERICAN SOUTHERN CALIFORNIA LAND DIVISION
70-00110-23

DOC # 1999-540789
12/14/1999 08:08R Fee:16.00
Page 1 of 4 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder



M	S	U	PAGE	SIZE	DA	PCOR	MOCOR	LAP	MRG
	1		11			✓			
A	R	L				COPY	LONG	REFUND	MCHO

DOCUMENTARY TRANSFER TAX: (See Affidavit attached)
.....Computed on the consideration or value of property conveyed; OR
.....Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The Undersigned
Signature of Declarant or Agent determining tax - Firm Name

359-520-015-02 ETAL
TRA 024-071

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Murrieta Highlands Venture, a California general partnership
does hereby GRANT to Lennar Greer Ranch Venture, LLC, a California limited liability company
the real property in the City of Murrieta, County of Riverside, State of California, described as
See Exhibit "1" attached and, by this reference, incorporated herein

Dated: 12-6-1999

Murrieta Highlands Venture, a California general partnership

By: Evandel, L.P., a California limited partnership,
General Partner
By: General Mortgage and Development Corp.,
a California corporation, General Partner
By: *Richard Greer*
Richard Greer, President

By: Inland Ventures, L.P., a California limited
partnership, General Partner

By: Inland Group, Inc., a California corporation,
General Partner
By: *William Buck Johns*
William Buck Johns, President

1265 (1/94)
Page 1 of 4

57-027-0007

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SECURITY UNION TITLE INS. CO.
MERCANTILE RECORDS DIVISION
9514 Murrieta Boulevard, Suite 200
San Diego, California 92123

RIVERSIDE

STATE OF CALIFORNIA
COUNTY OF Orange

On December 5, 1999 before me, Jose Tomas Tolentino
personally appeared WILLIAM BUCK JOHNS personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument
the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Jose Tomas Tolentino

(This area for official records use)



STATE OF CALIFORNIA
COUNTY OF Orange

On December 7, 1999 before me, Jose Tomas Tolentino
personally appeared RICHARD FREEK personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument
the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Jose Tomas Tolentino

(This area for official records use)



MAIL TAX STATEMENTS AS DIRECTED TO:

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Page 2 of 4



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SECURITY UNION TITLE INS. CO.
MORTGAGE SERVICES DIVISION
914 National Boulevard, Suite 200
Riverside, CA 92504

RIVERSIDE

EXHIBIT "A"
(LEGAL DESCRIPTION)

DIVISION A:

PARCELS 9, 10, 11, 12, 13, 15, 16, 17 AND 19 THROUGH 27, INCLUSIVE OF PARCEL MAP 17508, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 112 PAGES 87 THROUGH 92, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DIVISION B:

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

DIVISION C:

PARCEL 1 OF PARCEL MAP 16669, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 105 PAGE 66 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION, IF ANY, INCLUDED WITHIN SECTION 27, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE DISTRICT LAND OFFICE.

DIVISION D:

PARCELS 1 THROUGH 9 OF PARCEL MAP 19249, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 120 PAGES 87 THROUGH 90 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION, IF ANY, INCLUDED WITHIN SECTION 27, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE DISTRICT LAND OFFICE.

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SECURITY UNION TITLE INS. CO.
MICROFILMS DIVISION
9414 Norwalk Boulevard, Suite 200
Norwalk, California, CA 90670

RIVERSIDE

DIVISION E:

LOTS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, OF PARCEL MAP 19249, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 120 PAGES 87 THROUGH 90 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DIVISION F:

THOSE PORTIONS OF EVANDEL ROAD, LA ESTRELLA ROAD, PABESU ROAD, AND BRURIC ROAD AS DEDICATED ON PARCEL MAP 17508, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 112 PAGES 87 THROUGH 92, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THAT WOULD PASS WITH A CONVEYANCE OF PARCELS 9 THROUGH 13, 15, 16, 17 AND 19 THROUGH 27 OF SAID PARCEL MAP.

57-037-0007

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SECURITY UNION TITLE INS. CO.
MICROGRAPHICS DIVISION
9114 Kenneth Boulevard, Suite 200
Santa Fe Springs, CA 90670

RIVERSIDE

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 Page 1 of 132

Recorded in Official Records
 County of Riverside
 Larry U. Ward
 Assessor, County Clerk & Recorder



RECORDING REQUESTED BY:)
 AND WHEN RECORDED MAIL TO:)
)
 Lennar Greer Ranch Venture, LLC)
 Attn: Jeff Clemens)
 391 North Main Street, Suite 301)
 Corona, CA 92880)

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CONSERVATION EASEMENT

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THIS CONSERVATION EASEMENT is made this _____ day of _____, 2009 by LENNAR GREER RANCH VENTURE, LLC, a California limited liability company, ("Grantor"), in favor of the ELSINORE-MURRIETA-ANZA RESOURCE CONSERVATION DISTRICT ("Grantee") with reference to the following facts:

RECITALS

A. Grantor is the developer of that certain real property in the City of Murrieta, County of Riverside, State of California, commonly referred to as Greer Ranch (the "Project").

B. Grantor is the sole owner in fee simple of those portions of the Project legally described on Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated by this reference (the "Property"), which consists of approximately 267.98 acres and is found on Assessor Parcel Numbers 471-270-006 and 392-090-013. The Greer Ranch Community Association ("Association") is sole owner in fee simple of Lots 16 and 17 within Tract 29641. The Association will record a separate conservation easement in favor of Grantee over Lots 16 and 17. The Property and Lots 16 and 17 collectively constitute the Greer Ranch Conservation Area.

C. The Property provides, among other things, mitigation for certain impacts of the Project by Grantor pursuant to requirements of the (1) United States Army Corps of Engineers' ("ACOE") Section 404 Permit No. 200000122 and amendments thereto, (2) the ACOE's Section 404 Permit No. 200101303 and amendments thereto (collectively, the "Section 404 Permits") and (3) the United States Fish and Wildlife Service's ("FWS") Biological Opinion No. FWS-WRIV-3059.1 ("Biological Opinion"). Collectively, Recitals C1 through C3 are referred to as the "Agency Approvals."

D. This Conservation Easement is designed to satisfy and is granted in satisfaction of: (1) Special Condition 3 of Section 404 Permit No. 200000122, (2) Special Condition 4 of Section 404 Permit No. 200101303, and (3) Conservation Measure 1 of the Biological Opinion.

E. Consistent with the terms and conditions of this Conservation Easement, the Property is and will remain in a Natural Condition as defined herein and is intended to be

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Recorded Conservation Easement

preserved in its natural, scenic, open condition to maintain its ecological, historical, visual and educational values (collectively, "Conservation Values"). The Conservation Values are of importance to the people of the County of Riverside and the people of the State of California.

F. Following recordation of this Conservation Easement, it is Grantor's intent to deed fee title interest in Basin 1 located on the Property to the City of Murrieta and fee title interest in the remainder of the Property to Association. It is envisioned that the City of Murrieta and Association will hold fee title interest to their respective portions of the Property over the long-term, as successors to Grantor. In accordance with the terms contained in this Conservation Easement, Grantor, as the developer of the Project, will remain responsible for the Compensatory Mitigation obligations contained herein until they are successfully implemented and completed per the success criteria set forth in the Mitigation Plan, defined below.

G. Grantee is authorized to hold conservation easements pursuant to Civil Code Section 815.3. Specifically, Grantee is an entity identified in Civil Code Section 815.3 and otherwise authorized to acquire and hold title to real property. The principal purpose and activity of Grantee is the direct protection and stewardship of natural land and resources, specifically preserving open space, protecting wildlife values of lands, and protecting important watershed lands that help improve or maintain water quality.

H. The ACOE is the Federal agency charged with regulatory authority over discharges of dredged and fill material in waters of the United States pursuant to Section 404 of the Clean Water Act, and is a third party beneficiary of this Conservation Easement.

I. The FWS is one of the Federal agencies charged with implementation of the Endangered Species Act pursuant to 16 U.S.C. § 1531 et seq, and is a third party beneficiary of this Conservation Easement.

J. This Conservation Easement is a necessary condition of the required Agency Permits to develop the Project, and is therefore a benefit to the entire Project and any and all future owners of the Project or the lots therein.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

In consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to California law, including Civil Code Section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Conservation Easement"). This Conservation Easement shall run with the land and be binding on Grantor's heirs, successors, administrators, assigns, lessees, and other occupiers or users of the Property or any portion of it.

1. **Purpose.**

(a) The purpose of this Conservation Easement is to ensure the Property will be preserved in a Natural Condition, as defined herein, in perpetuity, for gnatcatcher, vireo, and other wildlife conservation, and to prevent, subject to the duties and rights retained by Grantor

hereunder, any other use of the Property that will impair or interfere with the Conservation Values of the Property, as long as such uses or restrictions are consistent with the maintenance and management activities associated with the detention basins, brow ditches, rip-rap, and drain inlets shown on Exhibit E attached hereto and are consistent with the concepts contained in this Section 1(a) (the "Purpose"). Grantor intends that the two detention basins will be subject to routine maintenance and upkeep on at least an annual basis and that the rest of the artificial structures shown on Exhibit E will be subject to maintenance and upkeep at least twice annually. Growth of vegetation and accumulated sediment within all the structures will be cleared periodically and sectional replacement may be undertaken so as not to impair the hydrologic quality and diversion functions of the structures. Grantor intends that this Conservation Easement will confine the use of the Property to such activities, including without limitation, those involving the preservation and enhancement of native species and their habitat, in a manner consistent with the habitat conservation purposes and hydrologic purposes of this Conservation Easement and those rights retained herein.

(b) The term "Natural Condition," as referenced in the preceding paragraph and other portions of this Conservation Easement, shall mean the condition of the Property, as it exists at the time this Conservation Easement is executed, as well as future enhancements or changes to the Property that occur directly as a result of the following activities:

(1) Compensatory mitigation measures, including implementation, maintenance, and monitoring activities (collectively, "Compensatory Mitigation") required by the Section 404 Permit and as described in the Final Habitat Mitigation and Monitoring Plan dated September 22, 1999 ("Mitigation Plan"), as revised, the cover page and summary of which are attached as Exhibit "C;"

(2) In-perpetuity maintenance ("Long-Term Maintenance"), that occurs on the Property as described in Section 16 herein; or

(3) Activities described in Sections 4-6 herein.

(c) Grantor certifies to ACOE, FWS and Grantee, that to the Grantor's actual knowledge, the only structures or improvements existing on the Property at the time this grant is executed consist of the following, as shown on Exhibit E: (i) detention basin #1, which has concrete lining and corrugated metal pipe (CMP) risers, and a concrete access drive, (ii) detention basin #5, which has a concrete outlet structure and a concrete access drive, (iii) fencing around basins #1 and #5, (iv) irrigated and landscaped manufactured slopes, (v) an unimproved cell phone tower access road, (vi) nine brow ditches, (vii) six rip-rap structures, and (viii) seven drain inlets. Grantor further certifies to ACOE, FWS and Grantee that to the Grantor's actual knowledge, there are no other previously granted easements existing on the Property that interfere or conflict with the Purpose of this Conservation Easement as evidenced by the Title Report attached at Exhibit "D." The current Natural Condition is evidenced in part by the depiction of the Property attached on Exhibit "E," showing all relevant and plottable property lines, easements, dedications, improvements, boundaries and major, distinct natural features such as waters of the United States. Grantor has delivered further evidence of the current Natural Condition to Grantee, ACOE, and FWS consisting of (1) an aerial photograph of the Property at an appropriate scale taken as close in time as possible to the date this Conservation Easement is executed; (2) an overlay of the Property boundaries on such aerial photograph; and (3) on-site

color photographs showing all man-made improvements or structures (if any) and the major, distinct natural features of the Property. As used in this Conservation Easement, "Grantor's actual knowledge" shall mean the present, actual, personal knowledge of Jeff Clemens, Vice President of Community Development of Grantor.

(d) If a controversy arises with respect to the current Natural Condition of the Property, Grantor, Grantee or ACOE or FWS as third party beneficiaries, or any designees or agents of Grantor, Grantee, ACOE, and FWS, shall not be foreclosed from utilizing any and all other relevant documents, surveys, photographs or other evidence or information to assist in the resolution of the controversy.

(e) The term "Biological Monitor" shall mean an independent third-party consultant with knowledge of aquatic resources in the Riverside County area and expertise in the field of biology or related field.

2. Grantee's Rights. To accomplish the Purpose of this Conservation Easement, Grantor, its successor and assign hereby grants and conveys the following rights to Grantee. These rights are also granted to the ACOE and FWS or their designees as third party beneficiaries of this Conservation Easement:

(a) To preserve and protect the Conservation Values of the Property; and

(b) To enter upon the Property at reasonable times in order to monitor compliance with and to otherwise enforce the terms of this Conservation Easement; and

(c) To prevent any activity on or use of the Property that is inconsistent with the Purpose of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use that is inconsistent with the Purpose of this Conservation Easement; and

(d) All mineral, air, and water rights necessary to protect and to sustain the biological resources of the Property, provided that any exercise of such rights by Grantee shall not result in conflict with such Conservation Values; and

(e) All present and future development rights allocated, implied, reserved or inherent in the Property; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise; and

(f) The right to enforce by any means, including, without limitation, injunctive relief, the terms and conditions of this Conservation Easement; and

(g) The right to enhance native plant communities, including the removal non-native species, the right to plant native trees and shrubs of the same type as currently existing on the Property, or other appropriate native species. Habitat enhancement activities shall not conflict with the preservation of the Natural Condition of the Property or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable laws, regulations, and permitting requirements.

3. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the Purpose of this Conservation Easement and not reserved as a right of Grantor is prohibited. Without limiting the generality of the foregoing, the following uses by Grantor, Grantee, and their respective guests, agents, assigns, employees, representatives, successors, and third parties within Grantor's control are expressly prohibited on the Property except as otherwise provided herein or unless specifically provided for in the Agency Approvals, the Mitigation Plan, and any easements and reservations of rights recorded in the chain of title to the Property at the time of this conveyance (as set forth on Exhibit E hereto):

(a) Nuisance water, such as any drainage or overflow, including but not limited to water from pools, aquariums, waterbeds, fountains, and supplemental watering, except nuisance water associated with irrigation outside the Property by adjacent homeowners or others and the natural drainage of rainfall and water related to Grantee's habitat enhancement activities, or as provided in the Mitigation Plan;

(b) Use of herbicides, pesticides, biocides, fertilizers, or other agricultural chemicals or weed abatement activities, except weed abatement activities necessary to control or remove invasive, exotic plant species as allowed in the Mitigation Plan, or Subsection 2(g), or Section 6(f);

(c) Incompatible fire protection activities except fire prevention activities set forth in Section 6;

(d) Use of off-road vehicles and use of any other motorized vehicles except in the execution of management duties;

(e) Grazing or other agricultural activity of any kind;

(f) Recreational activities including, but not limited to, horseback riding, biking, hunting or fishing, and walking pets, except as allowed in the Biological Opinion;

(g) Residential, commercial, retail, institutional, or industrial uses;

(h) Any legal or de facto division, subdivision or portioning of the Property, except the portioning of the Property to transfer detention basin #1 on the Property to the City of Murrieta;

(i) Construction, reconstruction or placement of any building, road, wireless communication cell towers, or other improvement, except as provided for in Section 6, or any billboard or sign except those signs specifically allowed under Section 4(d) or Section 6(d);

(j) Dumping soil, trash, ashes, refuse, waste, bio-solids, garbage or any other material;

(k) Planting, gardening, or introduction or dispersal of non-native plant or animal species;

(l) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extraction of minerals, loam, gravel, soil, rock, sand or other material on or below the surface of the Property;

(m) Altering the general topography of the Property, including but not limited to building of roads and flood control work; except as permitted by the Agency Approvals, or as necessary to implement the Mitigation Plan, or any right reserved in Section 6, or as allowed in Section 16;

(n) Removing, destroying, or cutting of trees, shrubs or other vegetation, except for (1) emergency fire breaks as required by fire safety officials as set forth in Section 6(f), (2) prevention or treatment of disease, (3) control of invasive species which threaten the integrity of the habitat, (4) completing the Mitigation Plan, or (5) activities described in Section 4, Section 6, or Section 16; provided that activities under numbers (2), (3), and (5) in this paragraph may occur only after prior consultation with Grantee;

(o) Manipulating, impounding or altering any natural watercourse, body of water or water circulation on the Property, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters; and

(p) Creating, maintaining or enhancing fuel modification zones (defined as a strip of mowed land or the planting of vegetation possessing low combustibility for purposes of fire suppression) except as allowed in Section 6(f).

4. Grantor's Duties. To accomplish the Purpose of this Conservation Easement as described in Section 1, LENNAR GREER RANCH VENTURE, LLC shall undertake construction, maintenance and monitoring of mitigated areas pursuant to the Mitigation Plan until final approval from the ACOE confirming that Grantor has successfully completed construction, maintenance and monitoring of mitigated areas pursuant to the Mitigation Plan ("Final Approval"). This duty is non-transferable to the Association. Grantor shall send copies of all reports required under the Mitigation Plan to Grantee at the time such reports are submitted to the ACOE. Grantor, its successors and assigns shall:

(a) Undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Property. In addition, Grantor shall undertake all necessary actions to perfect Grantee's rights under Section 2 of this Conservation Easement; and

(b) Cooperate with Grantee in the protection of the Conservation Values; and

(c) Pursuant to Sections 16(c) and 16(e), below, repair and restore damage to the Property directly caused by Grantor, Grantor's guests, representatives, employees or agents, and third parties within Grantor's control; provided, however, Grantor, its successors or assigns shall not engage in any repair or restoration work in the Property without first consulting with the Grantee, ACOE and FWS; and

(d) Install and maintain signs and other notification features saying "Natural Area Open Space," "Protected Natural Area," or similar descriptions. Prior to erection of such

signage, the Grantor shall have its Biological Monitor submit detailed plans showing the location and language of such signs to the Grantee, ACOE and FWS for review and approval; and

(e) Maintain fencing around detention basins #1 and #5 on the Property as described in Section 16; and

(f) Obtain any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements; and

(g) The parties explicitly agree that any mitigation for activities of LENNAR GREER RANCH VENTURE, LLC not covered by this Conservation Easement, and any other mitigation set forth in the Agency Approvals, the Mitigation Plan for the Property approved by the ACOE pursuant to the Section 404 Permit, and/or any other regulatory permits, remains solely and entirely LENNAR GREER RANCH VENTURE, LLC's responsibility. The Parties further agree that Grantee shall not be liable, in law or equity, if the Compensatory Mitigation agreed to under this Conservation Easement is determined in any way, by any person or agency, to be insufficient for mitigation or regulatory compliance purposes under applicable statutes, laws and regulations; and

(h) Grantor acknowledges that notwithstanding which person and/or Party(ies) designed, engineered, constructed, and/or modified all manufactured slopes, fill, cut, berms, and banks within or on the Property, Grantor accepts full responsibility for such activity and for the condition of any and all pre-existing man-made slopes, fill, cut, berms, and banks on or within the Property. Grantor agrees that neither ACOE nor Grantee shall be responsible therefor; and

(i) On Grantee's request, meet annually with Grantee to review the status of the Property.

5. Grantee's Duties. To accomplish the Purpose of this Conservation Easement as described in Section 1, Grantee, its successors and assigns shall:

(a) Prevent any activity on or use of the Property that is inconsistent with the Purpose of this Conservation Easement;

(b) Perform at least quarterly compliance inspections of the Property, prepare an annual inspection report (the "Annual Inspection Report") that documents the annual inspection results that substantially follows the form attached in Exhibit "F" attached hereto, and make the Annual Inspection Report available to ACOE and FWS upon request;

(c) Upon receipt of Final Approval, perform the Long-Term Maintenance described in Section 16;

(d) Set aside, hold, invest and disburse adequate Endowment funds (described in Section 17) in trust solely for the purposes of preserving the Conservation Values of the Property under this Conservation Easement in perpetuity;

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(e) Have a fiduciary duty to ensure that the Endowment funds held in trust for the Property are properly managed. The following principles of fiduciary duty shall apply:

(1) There shall be no commingling of the endowment funds with other funds. Funds may be pooled for investment management purposes only.

(2) Grantee shall have a duty of loyalty and shall not use the Endowment funds for its own personal benefit.

(3) Grantee shall act as a prudent investor of the Endowment funds.

(4) Grantee shall not delegate the responsibility for managing the funds to a third party, but may delegate authority to invest the funds with Grantee's oversight. Grantee shall act with prudence when delegating authority and in the selection of agents.

(5) Grantee shall have annual audits of the Endowment funds performed pursuant to California Government Code Section 53600 et seq. and Grantee's investment policy. Grantee shall submit the auditor's written reports to ACOE and FWS upon request.

(f) Pursuant to the requirements of Sections 16(c) and 16(f), below, repair and restore damage to the Conservation Easement directly or indirectly caused by Grantee, Grantee's guests, representatives, employees or agents, and third parties within Grantee's control; provided, however, Grantee, its successors or assigns shall not engage in any repair or restoration work on the Property without first consulting with Grantor, ACOE and FWS.

6. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are not prohibited or limited by, and are consistent with, the Purpose of this Conservation Easement, including the following uses:

(a) Access. Reasonable access through the Property to adjacent land over existing roads, or to perform obligations or other activities permitted by this Conservation Easement or that are required under the Agency Approvals. When and if LENNAR GREER RANCH VENTURE, LLC assigns its rights and duties under this Conservation Easement to the Association, LENNAR GREER RANCH VENTURE, LLC may not assign to the Association the duty to undertake construction, maintenance and monitoring of mitigated areas pursuant to the Mitigation Plan, *i.e.*, LENNAR GREER RANCH VENTURE, LLC will remain responsible for the Compensatory Mitigation obligations of the Agency Approvals until Final Approval is obtained. In the event LENNAR GREER RANCH VENTURE, LLC conveys its interest in the Property prior to completion of Compensatory Mitigation requirements, LENNAR GREER RANCH VENTURE, LLC expressly reserves the right for it or its agents to enter the Property to perform such work thereon as is required to meet the Compensatory Mitigation obligations of the Agency Permits. The Association's rights to the Property will be limited to a right of possession, and a right of quiet enjoyment that does not include any physical use or access to the Property except as expressly provided for herein, notwithstanding the ownership of the underlying parcel,

fee title, or any other property interest. Access by the public, including the adjacent homeowners, is in direct conflict with the Purpose of this Conservation Easement and thus shall not be permitted. Any Association's rights to any of the Property under this Conservation Easement are extremely limited.

(b) Habitat Enhancement Activities. Creation and enhancement of native plant communities, as described in Conservation Measure 15 of the Biological Opinion, including the right to plant trees and shrubs of the same type as currently existing on the Property, so long as such activities do not harm the habitat types identified in the Section 404 Permits or Mitigation Plan. For purposes of preventing erosion and reestablishing native vegetation, the Grantor shall have the right to revegetate areas that may be damaged by the permitted activities under this Section 6, naturally occurring events or by the acts of persons wrongfully damaging the Natural Condition of the Property. Prior to any habitat enhancement activities, Grantor shall have its Biological Monitor submit detailed plans to the ACOE and FWS for review and approval. Habitat enhancement activities shall not be in direct or potential conflict with the preservation of the Natural Condition of the Property or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable statutes, regulations, and permitting requirements.

(c) Vegetation, Debris, and Exotic Species Removal. Removal or trimming of vegetation downed or damaged due to natural disaster, removal of man-made debris, removal of parasitic vegetation (as it relates to the health of the host plant) and removal of non-native or exotic plant or animal species. Vegetation, debris, and exotic plant species removal shall not be in direct or potential conflict with the preservation of the Natural Condition of the Property or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable laws, regulations, and permitting requirements. Notwithstanding the above limitations on vegetation removal, vegetation located on the Property but overhanging the emergency access road shown as Exception 1 on Exhibit E may be trimmed for access purposes only.

(d) Erection and Maintenance of Informative Signage. Erection and maintenance of signage and other notification features saying "Natural Area Open Space," "Protected Natural Area," or similar descriptions, in accordance with Agency Approvals. Prior to erection of such signage, the Grantor shall have its Biological Monitor submit detailed plans showing the location and language of such signs to the Grantee, FWS and ACOE for review and approval. The erection and maintenance of informative signage shall not be in direct or potential conflict with the preservation of the Natural Condition of the Property or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable statutes, regulations, and permitting requirements.

(e) No Interference with Development of Adjoining Property. Notwithstanding anything set forth herein to the contrary, nothing in this Conservation Easement is intended nor shall be applied to in any way limit Grantor or any of Grantor's successors and assigns from (1) constructing, placing, installing, and/or erecting any improvements upon the portions of the Project not constituting the Property, (2) installing and/or maintaining the subsurface infrastructure improvements, utility lines, landscaping (including irrigation and runoff), landscape mitigation, and/or similar non-structural improvements within the Property, and/or (3) developing adjoining property for any purposes, except as limited by any local, state or federal permit requirements for such development and provided that for all of the above clauses (1), (2) and (3) neither such activity nor any effect resulting from such activity amounts

to a use of the Property, or has an impact upon the Property, that is prohibited by Section 3 above.

(f) Fire Protection and Weed Abatement. The right, in an emergency situation only, to maintain firebreaks (defined as a strip of plowed or cleared land made to check the spread of a fire), trim or remove brush, otherwise perform preventative measures required by the fire department to protect structures and other improvements from encroaching fire, and the right to conduct weed abatement and fuel modification in the areas shown on Exhibit E. All other brush management activities shall be limited to areas outside the Property.

(g) Maintenance and Access to Detention Basins, Brow Ditches, Rip-Rap, and Drain Inlets. The right to use a limited portion of the Property, as described below, to access and maintain, subject to the terms and conditions of the Agency Approvals and any applicable land use approvals, the detention basins, associated access roads, brow ditches, rip-rap, and drain inlets as designated on Exhibit E. Maintenance of each of these artificial structures shall include, but not be limited to those long-term maintenance activities undertaken after Final Approval such as (i) periodic inspection, (ii) maintenance of existing landscaping, vegetation removal, and weed abatement, (iii) debris/sediment removal, (iv) rodent control, (v) structure inspection or repair for cracking, movement, seepage, and piping, (vi) inspection or repair of embankment and slopes for seepage, piping, and instability, (vii) maintenance of the basin access roads, and (viii) if necessary, removal and replacement. Maintenance of each of these artificial structures shall be performed in compliance with all applicable statutes, regulations, and permitting requirements. Further, as specified in Section 9(b)(1), Grantor shall hold Grantee harmless for any injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, as it relates to the maintenance of the artificial structures. With respect to the basins, Grantor, its successors and assigns have the right to grant an easement to any public agency for the purpose of undertaking any of the activities permitted within this Section 6(g) and Section 6(i).

(h) Hazardous Substances or Conditions. The rights, subject to prior consultation with the Grantee, to inhabit, work upon, ingress to, pass over, and egress from the Property as necessary to remove and/or remediate hazardous substances or conditions. The rights reserved by this Section 6(h) do not relieve Grantor, its heirs, estates, successors, assigns, and the Association, of any legal requirements to obtain prior permit authority from ACOE, or other government authority with jurisdiction over any waters or land within the Property.

(i) Maintenance and Repair of Detention Basin Fencing. The right to maintain, repair, and replace fencing around detention basins #1 and #5 pursuant to Section 4(e) of this Conservation Easement in areas depicted on Exhibit E.

(j) Cell Phone Tower Access Road. The right to grant an easement to Riverside County over an existing road to be used to access the existing cell tower facility along the easterly boundary of the Property in the location shown on Exhibit E. The access road shall remain unimproved. No vehicles, or any other equipment, will be allowed off of the access road except to the extent necessary to repair the access road, provided that Grantee is provided with written notice of such repair work at least seven (7) days prior to initiation of such repairs, and provided that the access easement shall require that the access easement holder shall restore any damage to the Property that shall occur as a result of such repair work. Parking off of the access

road is prohibited. Further, as specified in Section 9(b)(1), Grantor shall hold Grantee harmless for any injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, as it relates to the maintenance of the access road.

(k) Maintenance of Slopes. The right to maintain and repair the irrigated and landscaped manufactured slopes located on the Property in areas shown on Exhibit E, to ensure the structural integrity of such slopes. Prior to exercising the right to maintain or repair such slopes, the Grantor shall have a Biological Monitor submit detailed plans showing the location and extent of maintenance and repair to the Grantee and FWS for review and written approval. Grantor shall submit annual reports to the Grantee, FWS and ACOE by August 15th of each year describing and photodocumenting any and all slope maintenance that has been performed on the Property. In the absence of any slope maintenance during a particular year, Grantor shall not be required to submit a report for that year.

7. Enforcement.

(a) Right to Enforce. Grantor, its successors and assigns, grant to the ACOE, the FWS, the U.S. Department of Justice, and the State Attorney General a discretionary right to enforce this Conservation Easement in a judicial or administrative action against any person(s) or other entity(ies) violating or attempting to violate this Conservation Easement; provided, however, that no violation of this Conservation Easement shall result in a forfeiture or reversion of title. The ACOE, FWS, U.S. Department of Justice, and the State Attorney General shall have the same rights, remedies and limitations as Grantee under this Section 7. The rights under this Section are in addition to, and do not limit rights conferred in Section 2 above, the rights of enforcement against Grantor and their successors or assigns under the Agency Approvals, or any rights of the various documents created thereunder or referred to therein. The term "Party" means Grantor or Grantee, as the case may be. Grantor, Grantee, and any third party beneficiaries, when implementing any remedies under this easement, shall provide timely written notice to each other of any actions taken under this section, including, but not limited to copies of all notices of violation and related correspondence.

(b) Notice of Violation. In the event that either Party or its employees, agents, contractors or invitees is in violation of the terms of this Conservation Easement or that a violation is threatened, the non-violating Party and/or third party beneficiaries may demand the cure of such violation. In such a case, the non-violating Party and/or third party beneficiaries shall issue a written notice to the violating Party (hereinafter "Notice of Violation") informing the violating Party of the actual or threatened violations and demanding cure of such violations. The Notice of Violation shall be sent to the other Party and third party beneficiaries listed under Section 14 of this Conservation Easement.

(c) Time to Cure. The violating Party shall cure the noticed violation within thirty (30) days of receipt of said written Notice of Violation. If said cure reasonably requires more than thirty (30) days, the violating Party shall, within the thirty (30) day period, submit to the non-violating Party and/or third party beneficiaries, as the case may be, for review and approval a plan and time schedule to diligently complete a cure. The violating Party shall complete such cure in accordance with the approved plan. If the violating Party disputes the notice of violation, it shall issue a written notice of such dispute (hereinafter "Notice of

Dispute") to the appropriate Party and/or third party beneficiary within thirty (30) days of receipt of written Notice of Violation.

(d) Failure to Cure. If the violating Party fails to cure the violation within the time period(s) described in Section 7(c), above, or Section 7(e)(2), below, the non-violating Party and/or third party beneficiaries may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance by the violating Party with the terms of this Conservation Easement. In such action, the non-violating Party and/or third party beneficiaries may:

(1) Recover any damages to which they may be entitled for violation by the violating Party of the terms of this Conservation Easement or for any injury to the Conservation Values of the Property. The non-violating Party shall first apply any damages recovered to the cost of undertaking any corrective action on the Property. Prior to implementation of any remedial or restorative actions pursuant to this paragraph, ACOE and FWS shall be consulted.

(2) Enjoin the violation by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(3) Obtain other equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury.

(e) Notice of Dispute.

(1) If the violating Party provides the non-violating Party and/or third party beneficiaries with a Notice of Dispute, as provided herein, the non-violating Party and/or third party beneficiaries shall meet and confer with the violating Party at a mutually agreeable place and time, not to exceed thirty (30) days from the date that the non-violating Party and/or third party beneficiaries receive the Notice of Dispute. The non-violating Party and/or third party beneficiaries shall consider all relevant information concerning the disputed violation provided by the violating Party and shall determine whether a violation has in fact occurred and, if so, whether the Notice of Violation and demand for cure issued by the non-violating Party and/or third party beneficiaries is appropriate in light of the violation.

(2) If, after reviewing the violating Party's Notice of Dispute, conferring with the violating Party, and considering all relevant information related to the violation, the non-violating Party and/or third party beneficiaries determine that a violation has occurred, the non-violating Party and/or third party beneficiaries shall give the violating party notice of such determination in writing. Upon receipt of such determination, the violating Party shall have fifteen (15) days to cure the violation. If said cure reasonably requires more than fifteen (15) days, the violating Party shall, within the fifteen (15) day period, submit to the non-violating Party and/or third party beneficiaries for review and approval a plan and time schedule to diligently complete a cure. The violating Party shall complete such cure in accordance with the approved plan.

(f) Conflicting Notices of Violation.

(1) If any Party receives a Notice of Violation that is in material conflict with one or more prior written Notices of Violation that have not yet been cured by the Party (hereinafter "Active Notice(s) of Violation") such that the conflict makes it impossible for the Party to carry out the cure consistent with all prior Active Notices of Violation, the Party shall give written notice (hereinafter "Notice of Conflict") to the non-violating Party and/or third party beneficiaries issuing the later, conflicting Notice(s) of Violation. The Party shall issue said Notice of Conflict to the appropriate non-violating Party and/or third party beneficiaries within fifteen (15) days of the receipt of each such conflicting Notice of Violation. A valid Notice of Conflict shall describe the conflict with specificity, including a description of how the conflict makes compliance with all Active Notices of Violation impossible.

(2) Upon issuing a valid Notice of Conflict to the appropriate non-violating Party and/or third party beneficiaries, as described above, the violating Party shall not be required to carry out the cure described in the conflicting Notice or Notices of Violation until such time as the non-violating Party responsible for said conflicting Notice(s) of Violation issue(s) a revised Notice of Violation that is consistent with prior Active Notices of Violation. Upon receipt of a revised, consistent Notice of Violation, the violating Party shall carry out the cure recommended in such notice within the time period(s) described in Section 7(c) above. Notwithstanding Section 7(g), failure to cure within said time period(s) shall entitle the non-violating Party to the remedies described in Section 7(d) and Section 7(h).

(3) The failure of the violating Party to issue a valid Notice of Conflict within fifteen (15) days of receipt of a conflicting Notice of Violation shall result in a waiver of the violating Party's ability to claim a conflict.

(g) Immediate Action. In the event that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, the Party and/or third party beneficiary seeking enforcement pursuant to Section 7(b) above may immediately pursue all available remedies, including injunctive relief, available pursuant to both this Conservation Easement and state and federal law after giving the violating Party at least twenty four (24) hours' written notice before pursuing such remedies. So long as such twenty-four (24) hours' notice is given, the non-violating Party may immediately pursue all available remedies without waiting for the expiration of the time periods provided for cure or Notice of Dispute as described in Section 7(c). The written notice pursuant to this paragraph may be transmitted to the violating Party by facsimile and shall be copied to the other Party and/or third party beneficiaries listed in Section 14 of this Conservation Easement. The rights of the non-violating Party and/or third party beneficiaries under this paragraph apply equally to actual or threatened violations of the terms of this Conservation Easement. The violating Party agrees that the remedies at law for any violation of the terms of this Conservation Easement are inadequate and that the non-violating Party and third party beneficiaries shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which they may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this Section 7(g) shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code Section 815, *et seq.*, inclusive.

(h) **Costs of Enforcement.** Any costs incurred by a Party in enforcing the terms of this Conservation Easement against another Party, including, but not limited to, costs of suit and attorneys' fees, and any costs of restoration necessitated by a Party's violation or negligence under the terms of this Conservation Easement shall be borne by the violating Party.

(i) **Enforcement Discretion.** Enforcement of the terms of this Conservation Easement by a Party and/or third party beneficiary shall be at the discretion of the Party and/or third party beneficiary, and any forbearance by such Party and/or third party beneficiary to exercise its rights under this Conservation Easement in the event of any breach of any term of the Conservation Easement by a Party or any subsequent transferee shall not be deemed or construed to be a waiver by the non-violating Party and third party beneficiary of such terms or of any subsequent breach of the same or any other term of this Conservation Easement or of any of the rights of the non-violating Party and third party beneficiary under this Conservation Easement. No delay or omission by the non-violating Party and/or third party beneficiaries in the exercise of any right or remedy upon any breach by the violating Party shall impair such right or remedy or be construed as a waiver. Further, nothing in this Conservation Easement creates a non-discretionary duty upon the non-violating Party and/or third party beneficiaries to enforce its provisions, nor shall deviation from these terms and procedures, or failure to enforce its provisions give rise to a private right of action against the non-violating Party and/or third party beneficiaries by any third parties.

(j) **Acts Beyond Grantor's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from:

(1) Any natural cause beyond Grantor's control, including without limitation, fire not caused by Grantor, flood, storm, and earth movement;

(2) Any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to persons and/or the Property resulting from such causes;

(3) Acts by Grantee, ACOE, FWS or their employees, directors, officers, agents, contractors, or representatives; or

(4) Acts of third parties (including any governmental agencies) that are beyond Grantor's control.

Notwithstanding the foregoing, Grantor must obtain any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and undertake any activity or use in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements.

(k) **Acts Beyond Grantee's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantor to bring any action against Grantee for any injury to or change in the Property resulting from:

(1) Any natural cause beyond Grantee's control, including without limitation, fire not caused by Grantee, flood, storm, and earth movement;

(2) Any prudent action taken by Grantee under emergency conditions to prevent, abate, or mitigate significant injury to persons and/or the Property resulting from such causes;

(3) Acts by Grantor, ACOE, FWS or their employees, directors, officers, agents, contractors, or representatives; or

(4) Acts of third parties (including any governmental agencies) that are beyond Grantee's control.

Notwithstanding the foregoing, Grantee must obtain any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and undertake any activity or use in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements.

(1) Use of Endowment. If a court of competent jurisdiction determines that there has been a violation of any term of this Conservation Easement:

(1) Funds from the Endowment which was created to manage the Property cannot be used to pay damages and legal fees awarded as part of the judgment;

(2) Funds from the Endowment which was created to manage the Property cannot be used to restore the Property to the condition in which it existed prior to the violation; and

(3) In lieu of recovering monetary damages against Grantee from any source, ACOE and/or FWS may direct the role of Grantee and related management responsibility to a new entity, which shall be a public agency or non-profit concerned with conservation.

8. Access. This Conservation Easement does not convey a general right of access to the public or a general right of access to the Property. In accordance with Section 4(d), Grantor shall install signage at all likely points of entry informing persons of the nature and restrictions on the Property. This Conservation Easement will allow for access to the Property by the ACOE, FWS, fire department and other emergency personnel, and third-party easement holders of record at the time of this conveyance at locations designated in easements and reservations of rights recorded in the chain of title to the Property at the time of this conveyance. This Conservation Easement allows for extremely limited access by the Parties and the Association only under the limited terms defined herein.

9. Costs and Liabilities.

(a) Grantor, its successors and assigns retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance (except Long-Term Maintenance by Grantee pursuant to Section 16) of the Property. Grantor agrees Grantee, ACOE and FWS shall not have any duty or responsibility for the operation, upkeep, or maintenance (except Long-Term Maintenance by Grantee pursuant to Section 16) of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the

public or any third parties from risks relating to conditions on the Property. Grantor, its successor or assign remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements.

(b) Hold Harmless.

(1) Grantor, its successors and assigns shall hold harmless, indemnify, and defend Grantee and its directors, officers, employees, agents, contractors, and representatives (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgment, including without limitation, reasonable attorneys' fees, arising from or in any way connected with: injury to or the death of any person, or physical damages to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties.

(2) Grantor shall hold harmless, protect and indemnify ACOE, FWS and their respective directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Third-Party Beneficiary Indemnified Party" and collectively, "Third-Party Beneficiary Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause and (ii) the existence or administration of this Conservation Easement; *provided, however*, that the indemnification in this Section 9(b)(2) shall be inapplicable to a Third-Party Beneficiary Indemnified Party with respect to any Claim due solely to the negligence of that Third-Party Beneficiary Indemnified Party or any of its employees. If any action or proceeding is brought against any of the Third-Party Beneficiary Indemnified Parties by reason of any Claim to which the indemnification in this Section 9(b)(2) applies, then at the election of and upon written notice from the Third-Party Beneficiary Indemnified Party, Grantor shall defend such action or proceeding by counsel reasonably acceptable to the applicable Third-Party Beneficiary Indemnified Party or reimburse the Third-Party Beneficiary Indemnified Party for all charges incurred for services of the U.S. Department of Justice in defending the action or proceeding.

10. Taxes, No Liens. Grantor, its successors and assigns shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority, including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee, ACOE or FWS with satisfactory evidence of payment upon request. Grantor, its successors and assigns shall keep Grantee's interest in the Property free from any liens.

11. Condemnation. The Purpose of the Conservation Easement is presumed to be the best and most necessary public use as defined in Civil Procedure Code Section 1240.680 notwithstanding of Civil Procedure Code Sections 1240.690 and 1240.700. Nevertheless, if the

Property is taken, in whole or in part, by exercise of the power of eminent domain, Grantor and Grantee shall be entitled to compensation in accordance with applicable law.

12. Subsequent Transfers.

(a) By Grantee.

(1) This Conservation Easement is transferable by Grantee, but Grantee may assign its rights and delegate obligations under this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3 and Government Code Section 65965 (or any successor provision(s) then applicable) and only with the prior written approval of Grantor, ACOE and FWS;

(2) Grantee shall record the assignment in the County of Riverside;
and

(3) Unless otherwise agreed by Grantor, Grantee, ACOE, and FWS along with such transfer of this Conservation Easement, Grantee shall transfer any funds remaining in the Endowment established under this Conservation Easement, after deducting reasonable costs of transfer and the cost of satisfying all outstanding contracts and obligations.

(b) By Grantor.

(1) The covenants, conditions, and restrictions contained in this Conservation Easement are intended to and shall run with the land and bind all future owners of any interest in the Property. Grantor, its successor or assign agrees to (i) incorporate by reference to the title of and the recording information for this Conservation Easement in any deed or other legal instrument by which each divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest and (ii) give actual notice to any such transferee or lessee of the existence of this Conservation Easement. Grantor, its successor and assign agrees to give written notice to Grantee, ACOE and FWS of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. The failure of Grantor, its successor or assign to perform any act provided in this Section 12 shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

(2) If all or a portion of the Property is conveyed to the Association before completion of the Compensatory Mitigation obligations pertaining to the Property, LENNAR GREER RANCH VENTURE, LLC may not assign to the Association the duty to undertake construction, maintenance and monitoring of mitigated areas pursuant to the Mitigation Plan, *i.e.*, LENNAR GREER RANCH VENTURE, LLC will remain responsible for the Compensatory Mitigation obligations of the Agency Approvals until Final Approval is obtained. Upon conveyance of the Property to the Association, unless otherwise required by ACOE and/or the FWS, (1) the Association shall be responsible for the obligations pertaining to restoration of the Property set forth in the Mitigation Plan in the event Grantor does not satisfactorily complete them, (2) the Association shall assume all other duties and obligations of Grantor hereunder, and (3) Grantor shall be relieved of any and all ongoing obligations or liability hereunder except for the obligations set forth above in this paragraph and pursuant to Section 20(g).

(3) Except as provided in Section 12(b)(2), from and after the date of any transfer of all or any portion of the Property by Grantor and each transfer thereafter, (i) the transferee shall be deemed to have assumed all of the obligations of Grantor as to the portion transferred, as set forth in this Conservation Easement, (ii) the transferee shall be deemed to have accepted the restrictions contained herein as to the portion transferred, (iii) the transferor, as applicable, shall have no further obligations hereunder except for any obligations pursuant to Section 20(g), and (iv) all references to Grantor in this Conservation Easement shall thereafter be deemed to refer to such transferee.

13. Additional Interests. Other than the Covenants, Codes, Easements and Restrictions ("CC&Rs") for the Project and other instruments permitted thereunder and the access easements allowed in Section 6(g) and 6(j) under this Conservation Easement, Grantor, its successors and assigns shall not change any existing easements, or grant additional easements or other interests in the surface or subsurface of the Property (other than a security interest that is subordinate to this Conservation Easement) without the prior written authorization of Grantee, ACOE and FWS, which consent shall not be unreasonably withheld. It shall be reasonable for Grantee, ACOE and FWS to withhold consent for the change of any existing easement, or the grant of additional easements or other interest in the Property that are in direct or potential conflict with the Agency Approvals and the preservation of the Purpose and the Natural Condition of the Property as defined in Section 1 of this Conservation Easement or will impair or otherwise interfere with the Conservation Values of the Property. Grantor or its successors and assigns shall record any change to existing easements, or any additional easements or other interests in the Property in the official records of Riverside County, California and shall provide a copy of the recorded document to Grantee, ACOE and FWS.

14. Notices. All notices, demands, requests, consents, approvals, or communications from one party to another shall be personally delivered or sent by facsimile to the persons set forth below or shall be deemed given five (5) days after deposit in the United States mail, certified and postage prepaid, return receipt requested, and addressed as follows, or at such other address as any Party may from time to time specify to the other parties in writing:

To Grantor: Lennar Greer Ranch Venture, LLC
Attn: Greer Ranch Project Manager
391 North Main Street, Suite 301

Corona, CA 92880
FAX: 951-817-3679

With a copy to: Sheppard Mullin Richter & Hampton LLP
Attn: General Counsel for Lennar Communities
Four Embarcadero Center, 17th Floor
San Francisco, CA 94111
FAX: 415-434-3497

To Grantee: Elsinore-Murrieta-Anza Resource Conservation District
Attn: President of the Board
40390 Via Caballos
Murrieta, CA 92562
FAX: 951-296-0195

With a copy to: District Counsel
U.S. Army Corps of Engineers
Los Angeles District
915 Wilshire Boulevard, Room 1535
Los Angeles, California 90017-3401
FAX: 213-452-4217

U.S. Fish and Wildlife Service
Carlsbad Fish and Wildlife Office
Attn: Field Supervisor
6010 Hidden Valley Road
Carlsbad, CA 92011
FAX: 760-918-0638

The parties agree to accept facsimile signed documents and agree to rely upon such documents as if they bore original signatures. Each party agrees to provide to the other parties, within seventy-two (72) hours after transmission of such a facsimile, the original documents that bear the original signatures.

15. Amendment. Grantor and Grantee may amend this Conservation Easement only by mutual written agreement and with the written consent of the ACOE and FWS. Any such amendment shall be consistent with the Purpose of this Conservation Easement and shall not affect its perpetual duration. Grantor or its successors and assigns shall record any amendments to this Conservation Easement in the official records of Riverside County, California and shall provide a copy of the recorded document to the Grantee, ACOE, and FWS.

16. Long-Term Maintenance.

(a) Grantee's Responsibilities for Maintenance and Management. Grantee, its successors and assigns shall be responsible for monitoring for compliance with this Conservation Easement, and in-perpetuity, ongoing, long-term maintenance and management of the Property. Such long-term maintenance and management shall consist of: (1) the annual removal of trash or man-made debris and (2) at least quarterly weed control. Grantee shall perform the long-term

maintenance and management described herein, for all areas of the Property except the Compensatory Mitigation area described in the Mitigation Plan and depicted on Exhibit E. Once Final Approval is obtained by Grantor for the Compensatory Mitigation area of the Property, thereafter, Grantee shall perform ongoing, long-term maintenance and management of such area, consisting of the activities outlined in Section 16(a)(1)-(2).

(b) Grantor's Responsibilities for Maintenance and Management. Grantor, its successors and assigns shall be responsible for (1) maintenance, repair, replacement, as necessary, the signage and other notification features installed pursuant to Sections 4(d) and 6(d) and (2) maintenance, repair, replacement, as necessary, the fencing around detention basins #1 and #5 on the Property.

(c) Restoration Responsibilities. Grantor, Grantee, their successors and assigns shall each individually be obligated to repair, remediate, or restore the Property damaged by any activities prohibited by Section 3 herein for which it is responsible.

(d) Monitoring and Maintenance Reporting.

(1) Grantee, its successors and assigns shall prepare an annual monitoring and maintenance report documenting activities performed under Section 16(a) above, and shall make such report available to the Grantor, ACOE and/or FWS upon request or as required.

(2) Grantor, its successors and assigns shall prepare a maintenance report documenting activities that have been performed under Section 16(b) above, and shall make such report available to the Grantee, ACOE and/or FWS upon request or as required.

(e) Grantor Restoration. When activities are performed pursuant to Section 16(c) that are the obligations and responsibilities of Grantor, Grantee, its successors and assigns, shall either retain, at Grantor's expense, a qualified Biological Monitor to prepare a Restoration Plan and to oversee/monitor such restoration activities, or shall prepare a Restoration Plan and perform such restoration activities itself at Grantor's expense. Grantee shall either submit, or have its Biological Monitor submit, a draft Restoration Plan to Grantor, ACOE and FWS for review and for ACOE and FWS written approval prior to its implementation. Upon completion of restoration as specified in the approved Restoration Plan, Grantee shall prepare, or have a Biological Monitor prepare, a detailed monitoring report, and Grantee shall make the report available to Grantor, ACOE and FWS within thirty (30) days of completion of restoration activities. Grantee, its successors or assigns and (if Grantee has not prepared the Restoration Plan and performed restoration itself) Biological Monitor shall sign the monitoring report, and the report shall document the Grantee's or Biological Monitor's name and affiliation, dates Grantee or Biological Monitor was present on-site, activities observed and their location, Grantee's or Biological Monitor's observations regarding the adequacy of restoration performance by the Grantee, its successors or assigns, or its contractor in accordance with the approved Restoration Plan, corrections recommended and implemented. Grantor shall be responsible for compensating and/or reimbursing Biological Monitor and/or Grantee for all reasonable and ordinary expenses incurred by them in discharging their respective responsibilities under this Section 16(e). Before Grantee will be obligated to perform under this Section 16(e), (1) Grantee shall submit an estimate of the cost of its proposed work to Grantor

and (2) Grantor shall deposit the estimate with the Grantee, which deposit shall be made within 30 days of receipt of the estimate. Should the work require additional funds, Grantee shall submit an additional request to Grantor and Grantor shall deposit the additional estimate with the Grantee within 30 days of receipt of the additional estimate. Upon completion of the restoration work performed under this Section 16(e), Grantee shall provide an accounting of the work performed and refund any amounts remaining that have not been spent to Grantor within 30 days of completion of work performed.

(f) Grantee Restoration. When activities are performed pursuant to Section 16(c) that are the obligations and responsibilities of Grantee, Grantor, its successors and assigns, shall retain, at Grantee's expense, a qualified Biological Monitor to prepare a Restoration Plan and to oversee/monitor such restoration activities. Grantor shall have its Biological Monitor submit a draft Restoration Plan to Grantee, ACOE and FWS for review and for ACOE and FWS written approval prior to its implementation. Upon completion of restoration as specified in the approved Restoration Plan, Grantor shall have a Biological Monitor prepare a detailed monitoring report, and Grantor shall make the report available to Grantee, ACOE and FWS within thirty (30) days of completion of restoration activities. Grantor, its successors or assigns and the Biological Monitor's name and affiliation, dates Biological Monitor was present on-site, activities observed and their location, Biological Monitor's observations regarding the adequacy of restoration performance by the Grantee, its successors or assigns, or its contractor in accordance with the approved Restoration Plan, corrections recommended and implemented. Grantee shall be responsible for compensating and/or reimbursing Biological Monitor and Grantor for all reasonable and ordinary expenses incurred by them in discharging their respective responsibilities under this subsection within thirty (30) days of invoice.

17. Endowment. Grantor shall transfer to the Grantee upon recording of the Conservation Easement a non-wasting Endowment in the amount of \$125,000 for the perpetual management, maintenance, and monitoring of the Property as required under this Conservation Easement.

18. Recordation. Grantor shall promptly record this instrument in the official records of Riverside County, California and immediately notify the Grantee, ACOE, and FWS through the mailing of a conformed copy of the recorded easement.

19. Estoppel Certificate. Upon request, Grantee shall within fifteen (15) days execute and deliver to Grantor, its successors and assigns any document, including an estoppel certificate, which certifies compliance with any obligation of Grantor, its successors and assigns contained in this Conservation Easement and otherwise evidences the status of this Conservation Easement as may be requested by Grantor, its successors and assigns.

20. General Provisions.

(a) Controlling Law. The laws of the United States and the State of California, disregarding the conflicts of law principles of such state, shall govern the interpretation and performance of this Conservation Easement.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of and to effect

the Purpose of this Conservation Easement and the policy and purpose set forth in California Civil Code Section 815, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(d) Entire Agreement. This instrument together with the attached exhibits and any documents referred to herein sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 15.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors and Assigns. The covenants, terms, conditions, and restrictions of this Conservation Easement Deed shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Property. The covenants hereunder benefiting Grantee shall also benefit the ACOE and FWS as third party beneficiaries.

(g) Termination of Rights and Obligations. Except as otherwise expressly set forth in this Conservation Easement and provided the transfer was consistent with the terms of this Conservation Easement, a party's rights and obligations under this Conservation Easement shall terminate upon transfer of the party's interest in the Conservation Easement or Property (respectively), except that liability for acts or omissions occurring prior to transfer shall survive transfer. However, in those provisions where the term "LENNAR GREER RANCH VENTURE, LLC" is used in this Conservation Easement Deed, and not the term "Grantor," those provisions shall be called "Specific Obligations" and shall apply exclusively to LENNAR GREER RANCH VENTURE, LLC and shall not be transferred to the Association upon conveyance of LENNAR GREER RANCH VENTURE, LLC's interest in the Conservation Easement or Property. If LENNAR GREER RANCH VENTURE, LLC conveys its interest in the Project to a bona fide purchaser, the Specific Obligations are assumed by such bona fide purchaser by virtue of this Conservation Easement.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(j) Exhibits. All Exhibits referred to in this Conservation Easement are attached and incorporated herein by reference.

(k) No Hazardous Materials Liability.

(1) Grantor represents and warrants that to Grantor's actual knowledge there has been no release or threatened release of Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property. Without limiting the obligations of Grantor under Section 9(b)(2) herein, Grantor hereby releases and agrees to indemnify, protect and hold harmless the Third Party Beneficiary Indemnified Parties (defined in Section 9(b)(2)) against any and all Claims (defined in Section 9(b)(2)) arising from or connected with any Hazardous Materials present, alleged to be present, or otherwise associated with the Property at any time, except that this release and indemnification shall be inapplicable to the Third Party Beneficiary Indemnified Parties with respect to any Hazardous Materials placed, disposed or released by third party beneficiaries, their employees or agents; *provided, however*, that the indemnification shall be inapplicable to a Third-Party Beneficiary Indemnified Party with respect to any Claim due solely to the negligence of that Third-Party Beneficiary Indemnified Party or any of its employees or agents. This release and indemnification includes, without limitation, Claims for (i) injury to or death of any person or physical damage to any property; and (ii) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the Third Party Beneficiary Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from the applicable third party beneficiary or beneficiaries, defend such action or proceeding by counsel reasonably acceptable to the applicable Third Party Beneficiary Indemnified Party or Parties or reimburse the applicable third party beneficiary or beneficiaries for all charges incurred for the services of the United States Attorney General in defending the action or proceeding.

(2) Association or other authorized entity, as a subsequent Grantor, shall not be subject to the indemnification provisions in Section 20(k), as to the condition of the land prior to the date that Lennar Communities transfers the Property to the Association or other authorized entity. LENNAR GREER RANCH VENTURE, LLC shall remain liable for any "Hazardous Materials" (as defined in this Section 20(k)) placed, disposed of, or released on the Property prior to transfer. After LENNAR GREER RANCH VENTURE, LLC transfers the Property to Association or other authorized entity, LENNAR GREER RANCH VENTURE, LLC and its successors shall indemnify Association under Section 20(k) for claims arising from Hazardous Materials placed, disposed of or released onto the Property prior to the date of transfer.

(3) Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives Grantee, ACOE or FWS any of the following:

(i) The obligations or liabilities of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.; hereinafter, "CERCLA"); or

(ii) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or

(iii) The obligations of a responsible person under any applicable Environmental Laws; or

(iv) The right to investigate and remediate any Hazardous Materials associated with the Property; or

(v) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA; Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 et seq.); the Hazardous Substance Account Act (California Health & Safety Code Section 25300 et seq.), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state or local laws, ordinances, rules, regulations or orders now in effect or enacted after the date of this Conservation Easement.

The term "Environmental Laws" includes, without limitation, any federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee, ACOE and FWS that Grantor's activities upon and use of the Property will comply with all Environmental Laws.

(l) Extinguishment. If circumstances arise in the future that render the Purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

(m) Warranty. Grantor represents and warrants that, except as disclosed in the Preliminary Title Report dated February 11, 2008 prepared by North American Title Company and provided by Grantor to ACOE or except as disclosed in writing to Grantee by Grantor: (1) to the best of Grantor's actual knowledge there are no leases, licenses, or other agreements granting any person or persons the right to use or occupy the Property or any portion thereof that have not been identified and referenced in this Conservation Easement; (2) to the best of Grantor's actual knowledge, and except as expressly disclosed in writing to Grantee by Grantor, (i) there are no apparent or latent defects in or on the Property and (ii) Grantor is not aware of any failure of the Property to be in full compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property; (3)) to the best of Grantor's actual knowledge there are no pending or, to the best of Grantor's actual knowledge, threatened litigation affecting, involving, or relating to the Property or any portion thereof; (4)) to the best of Grantor's actual knowledge there are no civil or criminal proceedings or investigations that have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received,

arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor, to the best of Grantor's actual knowledge, do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders; (5) Grantor is unaware of any matters, conditions, or factors that will materially impair the Conservation Values of the Property or management of the Property pursuant to Agency Approvals; and (6) to the best of Grantor's actual knowledge, all Property management obligations are described in the Conservation Easement and the Agency Approvals.

(n) **Subordination.** Grantor hereby represents to Grantee that, as of the date of this Conservation Easement, the Property is not encumbered with any mortgage, deed of trust or other monetary encumbrance except for liens for non-delinquent real property taxes and assessments.

(o) **No Merger.** In the event the Property and the Conservation Easement are ever owned by the same entity, there shall be no express or implied merger by operation of law or otherwise. If any party should claim such a merger, the parties agree that any and all terms and conditions of this Conservation Easement shall be deemed covenants and restrictions upon the Property, which, shall run with the land according to California and/or other applicable law and otherwise exist in perpetuity.

(p) **Miscellaneous.** In the event of any conflict between the terms of this Conservation Easement and the terms of the CC&Rs and any amendments thereto recorded prior to date this Conservation Easement is executed, the terms of this Conservation Easement shall control.

IN WITNESS WHEREOF Grantor and Grantee have executed this Conservation Easement the day and year first above written and have agreed to be bound by the terms and provisions hereof.

GRANTOR:
LENNAR GREER RANCH VENTURE, LLC,
a California limited liability company

By: Lennar Homes of California, Inc.,
a California corporation, its managing
member

By: 
Name: Jeff Clemens
Title: Authorized Agent

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

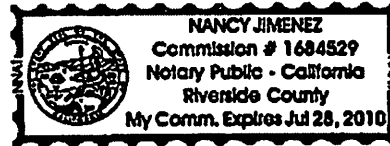
State of California

County of Riverside

On March 26, 2009, before me, Nancy Jimenez, Notary Public,
personally appeared Jeff Clemens, who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in his authorized
capacity, and that by his signature on the instrument the person or the entity upon
behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

Witness my hand and official seal.



[Handwritten Signature]

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document
and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

SIGNER IS REPRESENTING:

DESCRIPTION OF ATTACHED DOCUMENT

Type of Document: _____

Number of Pages: _____

Date of Document: _____

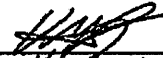
Signers (other than those named above): _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Conservation Easement by LENNAR GREER RANCH VENTURE, LLC, a California limited liability company, dated _____, 2009, to the ELSINORE-MURRIETA-ANZA RESOURCE CONSERVATION DISTRICT, is accepted by the undersigned officers on behalf of Grantee.

GRANTEE:

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

By: 
Name: Vicki Long
Title: President
Date: 3-26-09

Attest:

By: _____
Name: _____
Title: _____
Date: _____

State of California

County of RIVERSIDE

On 3/26/2009 before me, RANDALL E. CAMPBELL, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared Vicki G. Long
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

State of California

County of _____

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature _____
Signature of Notary Public

Exhibit A

Legal Description of Property

[See attached]

RBF CONSULTING
27555 YNEZ ROAD, SUITE 400
TEMECULA, CA 92591

Revised April 9, 2008
JN 15100251-M41
Page 1 of 22

EXHIBIT "A"

CONSERVATION EASEMENT AREA

PARCEL "A" That certain parcel of land situated in the City of Murrieta, County of Riverside, State of California, being Parcels 17, 18, 23, 24 and 25 of Parcel Map No. 17508 as shown on a map thereof filed in Book 112, Pages 87 through 92 of Parcel Maps and Parcels "A", "H", "I", "J" and "K" of Lot Line Adjustment No. 00-006 recorded August 9, 2000 as Instrument No. 2000-308790 of Official Records, both in the Office of the County Recorder of said Riverside County, included within the following described parcel of land:

BEGINNING at the northwesterly corner of Section 33, Township 6 South, Range 3 West, SBM as shown on said parcel map;

thence along the northerly line of said section South 87°29'05" East 2551.63 feet;

thence continuing along said northerly line North 84°27'03" East 1965.89 feet to the northeasterly corner of said Parcel "H";

thence along the boundary lines of said Parcels "H", "I", "J", "K" and "A" through the following courses: South 05°32'57" East 196.52 feet;

thence South 46°42'31" East 40.00 feet;

thence South 11°02'28" West 64.68 feet;

thence South 13°10'59" West 72.75 feet;

thence South 22°14'02" West 144.17 feet;

thence South 42°16'25" East 363.27 feet;

thence South 04°45'49" East 223.27 feet;

thence South 47°43'35" West 413.45 feet;

thence South 67°04'04" West 261.72 feet;

thence South 87°23'51" West 204.16 feet;

Exhibit "A"
Conservation Easement Area

Revised April 9, 2008
JN 15100251-M41
Page 2 of 22

thence South 67°22'48" West 241.04 feet;

thence South 20°10'14" West 483.94 feet;

thence South 66°22'14" West 809.53 feet;

thence South 55°29'12" West 571.20 feet;

thence North 89°57'55" West 622.79 feet;

thence North 28°18'31" West 323.92 feet;

thence North 25°05'41" East 162.50 feet;

thence North 11°55'33" West 243.18 feet;

thence North 38°28'07" West 231.58 feet to a point on a non-tangent curve concave southwesterly and having a radius of 170.00 feet, a radial line of said curve from said point bears South 52°54'40" West;

thence along said curve northwesterly 114.23 feet through a central angle of 38°29'55";

thence radially from said curve South 14°24'45" West 40.00 feet;

thence South 47°47'22" West 378.06 feet;

thence South 00°00'20" West 136.63 feet;

thence North 89°08'14" West 257.91 feet;

thence South 46°21'49" West 352.86 feet;

thence North 67°13'54" West 522.03 feet;

thence North 72°00'00" West 191.55 feet to the westerly line of said Section 34;

thence leaving said boundary line, along said westerly line North 02°20'39" East 1983.75 feet to the **POINT OF BEGINNING**.

EXCEPTING FROM said Parcel "A", the following described Exceptions 1 through 8.

EXCEPTION 1 A strip of land 60.00 feet wide, the centerline of which is described as follows: **BEGINNING** at the most easterly corner of said Parcel "A" of Lot Line Adjustment No. 00-006, said corner being the northeasterly terminus of a course shown

**Exhibit "A"
Conservation Easement Area**

**Revised April 9, 2008
JN 15100251-M41
Page 3 of 22**

as "North 47°47'22" East 348.18 feet" in the southeasterly line of said Parcel "A" and a point on a curve in the centerline of Evandel Road as shown on said Parcel Map No. 17508, said curve being concave southerly and having a radius of 150.00 feet, a radial line of said curve from said point bears South 03°20'59" West;

thence along said centerline through the following courses: along said curve westerly 85.89 feet through a central angle of 32°48'28";

thence tangent from said curve South 60°32'31" West 247.00 feet to the beginning of a tangent curve concave northeasterly and having a radius of 150.00 feet;

thence along said curve westerly and northerly 322.86 feet through a central angle of 123°19'18";

thence tangent from said curve North 03°51'49" East 100.00 feet to the beginning of a tangent curve concave southwesterly and having a radius of 200.00 feet;

thence along said curve northwesterly 192.97 feet through a central angle of 55°16'52";

thence tangent from said curve North 51°25'03" West 215.00 feet to the beginning of a tangent curve concave easterly and having a radius of 200.00 feet;

thence along said curve northerly 284.85 feet through a central angle of 81°36'16";

thence tangent from said curve North 30°11'13" East 145.00 feet to the beginning of a tangent curve concave southeasterly and having a radius of 500.00 feet;

thence along said curve northeasterly 284.61 feet through a central angle of 32°36'49";

thence tangent from said curve North 62°48'02" East 171.80 feet to the beginning of a tangent curve concave southerly and having a radius of 200.00 feet;

thence along said curve easterly 187.50 feet through a central angle of 53°42'56" to a point of reverse curvature with a curve concave northerly and having a radius of 300.00 feet, a radial line of said curve from said point bears North 26°30'58" East;

thence along said curve easterly 347.88 feet through central angle of 66°26'23" to a point of reverse curvature with a curve concave southerly and having a radius of 200.00 feet, a radial line of said curve from said point bears South 39°55'25" East;

thence along said curve easterly 286.44 feet through central angle of 82°03'35";

thence tangent from said curve South 47°51'50" East 99.90 feet to the beginning of a tangent curve concave southwesterly and having a radius of 150.00 feet;

thence along said curve southeasterly 123.67 feet through a central angle of 47°14'25";

Exhibit "A"
Conservation Easement Area

Revised April 9, 2008
JN 15100251-M41
Page 4 of 22

thence tangent from said curve South 00°37'25" East 143.04 feet to the beginning of a tangent curve concave northeasterly and having a radius of 150.00 feet;

thence along said curve southeasterly and easterly 275.74 feet through a central angle of 105°19'31";

thence tangent from said curve North 74°03'04" East 259.49 feet to the beginning of a tangent curve concave southerly and having a radius of 500.00 feet;

thence along said curve easterly 169.12 feet through a central angle of 19°22'47";

thence tangent from said curve South 86°34'09" East 184.97 feet to the beginning of a tangent curve concave northwesterly and having a radius of 150.00 feet;

thence along said curve easterly and northeasterly 202.58 feet through a central angle of 77°22'14";

thence tangent from said curve North 16°03'37" East 219.94 feet to the beginning of a tangent curve concave southeasterly and having a radius of 150.00 feet;

thence along said curve northerly and easterly 258.27 feet through a central angle of 98°39'05";

thence tangent from said curve South 65°17'18" East 191.94 feet to the beginning of a tangent curve concave northwesterly and having a radius of 150.00 feet;

thence along said curve easterly and northeasterly 274.76 feet through a central angle of 104°57'01";

thence tangent from said curve North 09°45'41" East 215.00 feet to the beginning of a tangent curve concave southeasterly and having a radius of 150.00 feet;

thence along said curve northerly and easterly 252.23 feet through a central angle of 96°20'43";

thence tangent from said curve South 73°53'36" East 438.25 feet to the beginning of a tangent curve concave southwesterly and having a radius of 600.00 feet;

thence along said curve easterly 66.82 feet through a central angle of 06°22'51";

thence tangent from said curve South 67°30'45" East 313.64 feet to the southeasterly corner of said Parcel "H" and the **POINT OF TERMINATION**.

Said strip of land shall be lengthened or shortened so as to terminate southwesterly in the general southerly lines of said Parcels "A" and "K" and easterly in the easterly lines of said Parcels "H" and "I".

EXCEPTION 2 A strip of land 24.00 feet wide, the centerline of which is described as follows:

BEGINNING at a point on a course shown as "North 67°22'48" East 241.04 feet" in the southerly line of said Parcel "I" distant thereon South 67°22'48" West 75.84 feet from the northeasterly terminus of said course, said point being on a curve concave southwesterly and having a radius of 80.00 feet, a radial line of said curve from said point bears South 80°15'53" West;

thence along said curve northwesterly 64.12 feet through a central angle of 45°55'27" to a point of reverse curvature with a curve concave easterly and having a radius of 50.00 feet, a radial line of said curve from said point bears North 34°20'26" East;

thence along said curve northwesterly and northeasterly 111.90 feet through central angle of 128°13'31" to a point of reverse curvature with a curve concave southwesterly and having a radius of 50.00 feet, a radial line of said curve from said point bears North 17°28'03" West;

thence along said curve northeasterly, northwesterly and southwesterly 170.37 feet through central angle of 195°13'51";

thence tangent from said curve South 57°20'07" West 72.62 feet to the beginning of a tangent curve concave northerly and having a radius of 180.00 feet;

thence along said curve westerly 116.87 feet through a central angle of 37°12'05" to a point hereinafter referred to as Point "A";

thence tangent from said curve North 85°27'48" West 95.88 feet to the beginning of a tangent curve concave northeasterly and having a radius of 180.00 feet;

thence along said curve northwesterly 122.00 feet through a central angle of 38°50'07" to a point of reverse curvature with a curve concave southerly and having a radius of 50.00 feet, a radial line of said curve from said point bears South 43°22'19" West;

thence along said curve westerly 81.95 feet through central angle of 93°54'10" to a point of reverse curvature with a curve concave northerly and having a radius of 125.00 feet, a radial line of said curve from said point bears North 50°31'51" West;

thence along said curve southwesterly and northwesterly 228.75 feet through central angle of 104°51'03";

thence tangent from said curve North 35°40'48" West 46.45 feet to the beginning of a tangent curve concave southeasterly and having a radius of 45.00 feet;

thence along said curve northwesterly and southwesterly 111.38 feet through a central angle of 141°49'10";

thence tangent from said curve South 02°30'02" West 18.59 feet to a point hereinafter referred to as Point "B" and the POINT OF TERMINATION.

Said strip of land shall be lengthened or shortened so as to terminate southerly in said southerly line of Parcel "I".

EXCEPTION 3 COMMENCING at Point "A" as hereinbefore described in Exception 2;

thence North 04°32'12" East 12.00 feet to the northerly line of said 24.00 foot wide strip of land described in Parcel 2 and the TRUE POINT OF BEGINNING, said point being the beginning of a curve therein concave northerly and having a radius of 168.00 feet, a radial line of said curve from said point bears North 04°32'12" East;

thence along said northerly line and curve easterly 10.05 feet through a central angle of 03°25'45" to a point on a non-tangent curve concave northeasterly and having a radius of 7.50 feet, a radial line of said curve from said point bears North 01°06'27" East;

thence along said curve northwesterly 7.05 feet through a central angle of 53°51'46" to a point of reverse curvature with a curve concave southwesterly and having a radius of 16.50 feet, a radial line of said curve from said point bears South 54°58'13" West;

thence along said curve northwesterly 14.52 feet through central angle of 50°26'01";

thence tangent from said curve North 85°27'48" West 133.07 feet to the beginning of a tangent curve concave northeasterly and having a radius of 45.50 feet;

thence along said curve northwesterly 17.55 feet through a central angle of 22°05'59" to a point of cusp with a curve in said northerly line of said 24.00 foot wide strip of land concave northeasterly and having a radius of 168.00 feet, a radial line of said curves from said point bears North 26°38'11" East;

thence along said northerly line and curve easterly 64.80 feet through a central angle of 22°05'59";

thence continuing along said northerly line, tangent from said curve South 85°27'48" East 95.88 feet to the TRUE POINT OF BEGINNING.

EXCEPTION 4 BEGINNING at Point "B" as hereinbefore described in Exception 2;

thence North 87°29'58" West 178.39 feet;

thence South 06°37'33" West 117.80 feet;

thence South 48°31'10" East 177.89 feet;

thence North 66°48'05" East 121.56 feet;

thence North 12°59'16" West 183.34 feet to a line bearing South 87°29'58" East from said Point "B";

thence North 87°29'58" West 12.00 feet to the **POINT OF BEGINNING**.

EXCEPTION 5 BEGINNING at the most northerly corner of Parcel "C" of said Lot Line Adjustment No. 00-006;

thence along the northwesterly line of said Parcel "C" South 14°24'45" West 40.00 feet to a point on a non-tangent curve concave southerly and having a radius of 130.00 feet, a radial line of said curve from said point bears South 14°24'45" West;

thence along said curve westerly 32.52 feet through a central angle of 14°19'53";

thence tangent from said curve North 89°55'08" West 85.13 feet to the beginning of a tangent curve concave northerly and having a radius of 320.00 feet;

thence along said curve westerly 8.77 feet through a central angle of 01°34'16" to the point of reverse curvature with a curve concave southerly and having a radius of 103.00 feet, a radial line of said curves from said point bears South 01°39'08" West;

thence along said curve westerly 34.49 feet through a central angle of 19°11'16";

thence tangent from said curve South 72°27'52" West 64.00 feet to the beginning of a tangent curve concave easterly and having a radius of 44.00 feet;

thence along said curve northerly and easterly 136.26 feet through a central angle of 177°26'17" to a point hereinafter referred to as "Point "C";

thence continuing along said curve easterly 31.76 feet through a central angle of 41°21'48"

to the point of reverse curvature with a curve concave northerly and having a radius of 280.00 feet, a radial line of said curve from said point bears North 21°15'57" East;

thence along said curve easterly 103.53 feet through a central angle of 21°11'05";

thence tangent from said curve South 89°55'08" East 85.13 feet to the beginning of a tangent curve concave southerly and having a radius of 170.00 feet;

thence along said curve easterly 42.52 feet through a central angle of 14°19'53" to the POINT OF BEGINNING.

EXCEPTION 6 BEGINNING at said Point "C" as hereinbefore described in Exception 5;

thence North 57°51'49" West 321.92 feet;

thence South 33°54'32" West 23.58 feet;

thence North 80°08'52" West 39.86 feet;

thence North 66°52'43" West 23.67 feet;

thence North 56°51'56" West 12.37 feet;

thence South 32°50'28" West 7.80 feet;

thence South 13°19'22" West 16.73 feet;

thence South 04°39'08" West 37.31 feet;

thence South 25°25'13" West 36.18 feet;

thence North 87°46'53" West 22.22 feet;

thence South 02°13'07" West 20.00 feet;

thence South 87°46'53" East 19.08 feet;

thence South 00°06'01" East 30.32 feet;

thence South 11°51'43" East 15.45 feet;

thence South 04°22'25" East 11.37 feet;

**Exhibit "A"
Conservation Easement Area**

**Revised April 9, 2008
JN 15100251-M41
Page 9 of 22**

thence South 09°16'41" West 13.53 feet;

thence South 21°15'55" West 20.23 feet;

thence South 34°50'41" West 21.25 feet;

thence South 84°21'55" East 29.59 feet;

thence North 81°54'50" East 31.17 feet;

thence South 30°04'05" East 9.06 feet;

thence South 74°54'38" East 9.19 feet;

thence North 61°52'41" East 35.44 feet;

thence North 80°29'37" East 16.07 feet;

thence North 67°42'48" East 20.97 feet;

thence South 36°52'18" East 10.77 feet;

thence South 17°39'11" East 8.81 feet;

thence South 14°02'35" East 18.40 feet;

thence South 12°35'50" East 24.79 feet;

thence South 01°57'15" West 30.58 feet;

thence South 10°20'15" East 38.87 feet;

thence South 64°05'09" East 67.69 feet;

thence North 83°06'48" East 51.10 feet;

thence North 39°08'09" East 128.66 feet;

thence North 07°14'01" East 77.95 feet;

thence South 57°51'49" East 23.04 feet to a point on a non-tangent curve concave southeasterly and having a radius of 44.00 feet, a radial line of said curve from said point bears South 48°46'44" East;

thence along said curve easterly 22.03 feet through a central angle of 28°40'57" to the **POINT OF BEGINNING.**

EXCEPTION 7 BEGINNING at an angle point in the easterly line of said Parcel "H", said angle point being the southerly terminus of a course shown as "South 05°32'57" East 196.52 feet" on said Lot Line Adjustment No. 00-006;

thence along said easterly line through the following courses: South 46°42'31" East 40.00 feet;

thence South 11°02'28" West 64.68 feet;

thence South 13°10'59" West 14.30 feet to a point on a non-tangent curve concave northeasterly and having a radius of 100.00 feet, a radial line of said curve from said point bears North 03°12'16" West;

thence leaving said easterly line, along said curve northwesterly and northerly 192.42 feet through a central angle of 110°15'01";

thence non-tangent from said curve North 80°10'01" East 85.21 feet to said easterly line;

thence along said easterly line South 05°32'57" East 39.06 feet to the POINT OF BEGINNING.

EXCEPTION 8 BEGINNING at the most southerly corner of said Parcel 18 of Parcel Map No. 17508;

thence along the westerly line of said Parcel 18 North 21°28'52" West 1275.90 feet to an angle point therein;

thence continuing along said westerly line North 48°14'06" East 291.57 feet to a point on a non-tangent curve in the centerline of Evandel Road as shown on said Parcel Map No. 17508, said curve being concave northeasterly and having a radius of 150.00 feet, a radial line of said curve from said point bears North 48°16'03" East;

thence along said centerline through the following courses: along said curve easterly 168.12 feet through a central angle of 64°12'59";

thence tangent from said curve North 74°03'04" East 259.49 feet to the beginning of a tangent curve concave southerly and having a radius of 500.00 feet;

thence along said curve easterly 169.12 feet through a central angle of 19°22'47";

thence tangent from said curve South 86°34'09" East 184.97 feet to the beginning of a tangent curve concave northerly and having a radius of 150.00 feet;

Exhibit "A"
Conservation Easement Area

Revised April 9, 2008
JN 15100251-M41
Page 11 of 22

thence along said curve easterly 35.11 feet through a central angle of 13°24'43" to the easterly line of said Parcel 18;

thence leaving said centerline, along said easterly line and radially from said curve South 09°58'52" East 243.63 feet to an angle point therein;

thence continuing along said easterly line South 19°54'29" West 1126.21 feet;

thence continuing along said easterly line South 59°06'02" West 231.41 feet to the **POINT OF BEGINNING**.

CONTAINING: 170.61 Acres, more or less.

PARCEL "B" That certain parcel of land situated in the City of Murrieta, County of Riverside, State of California, being those portions of Parcels 2 through 8 and Lots "O" and "P" of Parcel Map No. 19249 as shown on a map thereof filed in Book 120, Pages 87 through 90 of Parcel Maps in the Office of the County Recorder of said Riverside County, included within the following described parcel of land:

BEGINNING at the northeasterly corner of said Parcel 2;

thence along the boundary line of said Parcel Map No. 19249 through the following courses: South 05°23'07" West 1317.90 feet;

thence North 89°31'06" West 674.15 feet;

thence South 06°36'59" West 659.94 feet;

thence North 89°29'34" West 688.50 feet;

thence South 07°49'57" West 660.65 feet;

thence North 89°30'01" West 655.07 feet;

thence South 00°12'37" East 132.99 feet;

thence North 89°30'01" West 327.80 feet;

thence North 00°06'01" West 132.99 feet;

thence North 89°30'01" West 878.32 feet;

Exhibit "A"
Conservation Easement Area .

Revised April 9, 2008
JN 15100251-M41
Page 12 of 22

thence leaving said boundary line North 34°29'31" West 64.72 feet;

thence North 01°06'06" East 78.48 feet;

thence North 30°32'09" West 47.55 feet to a point on a non-tangent curve concave westerly and having a radius of 46.00 feet, a radial line of said curve from said point bears North 55°55'52" West;

thence along said curve northerly 72.86 feet through a central angle of 90°45'14";

thence radially from said curve North 33°18'54" East 39.94 feet;

thence North 18°57'30" West 100.37 feet to a point on a non-tangent curve concave northwesterly and having a radius of 328.00 feet, a radial line of said curve from said point bears North 30°57'36" West;

thence along said curve northeasterly 134.38 feet through a central angle of 23°28'24";

thence tangent from said curve North 35°34'00" East 426.20 feet to the beginning of a tangent curve concave southeasterly and having a radius of 522.00 feet;

thence along said curve northeasterly 420.36 feet through a central angle of 46°08'21" to a point of reverse curvature with a curve concave northerly and having a radius of 643.00 feet, a radial line of said curve from said point bears North 08°17'39" West ;

thence along said curve easterly 26.58 feet through a central angle of 02°22'08";

thence non-tangent from said curve South 57°21'53" East 24.77 feet;

thence South 14°39'29" East 40.44 feet to the beginning of a tangent curve concave westerly and having a radius of 276.00 feet;

thence along said curve southerly 247.58 feet through a central angle of 51°23'46";

thence tangent from said curve South 36°44'17" West 10.88 feet;

thence North 66°24'53" West 86.84 feet to the beginning of a tangent curve concave southeasterly and having a radius of 45.00 feet;

thence along said curve westerly and southwesterly 64.06 feet through a central angle of 81°34'07";

thence tangent from said curve South 32°01'00" West 135.42 feet;

Exhibit "A"
Conservation Easement Area

Revised April 9, 2008
JN 15100251-M41
Page 13 of 22

thence South 54°06'07" West 43.11 feet;

thence South 35°29'42" West 39.49 feet;

thence South 09°57'52" West 104.77 feet;

thence South 30°29'31" West 110.62 feet;

thence South 00°00'42" East 35.00 feet;

thence South 22°38'27" East 59.81 feet;

thence South 00°29'59" West 76.53 feet;

thence South 31°13'14" East 118.11 feet;

thence South 89°30'01" East 138.22 feet;

thence North 00°29'59" East 12.00 feet;

thence North 17°15'21" West 65.00 feet;

thence North 26°37'03" East 59.23 feet;

thence South 73°30'30" East 94.85 feet;

thence North 52°57'06" East 104.47 feet;

thence North 20°18'21" East 115.91 feet;

thence North 30°15'40" West 2.00 feet to a point on a non-tangent curve concave northwesterly and having a radius of 41.00 feet, a radial line of said curve from said point bears North 30°15'40" West;

thence along said curve northeasterly 35.67 feet through a central angle of 49°50'52";

thence tangent from said curve North 09°53'28" East 50.00 feet to the beginning of a tangent curve concave southeasterly and having a radius of 107.00 feet;

thence along said curve northerly 41.91 feet through a central angle of 22°26'22" to a point of compound curvature with a curve concave southeasterly and having a radius of 481.00 feet, a radial line of said curves from said point bears South 57°40'10" East;

thence along said curve northeasterly 220.76 feet through a central angle of 26°17'47";

Exhibit "A"
Conservation Easement Area

Revised April 9, 2008
JN 15100251-M41
Page 14 of 22

thence tangent from said curve North 58°37'37" East 34.49 feet to the beginning of a tangent curve concave northwesterly and having a radius of 169.00 feet;

thence along said curve northeasterly 184.90 feet through a central angle of 62°41'05";

thence radially from said curve North 85°56'32" East 26.62 feet;

thence North 36°37'21" East 94.85 feet;

thence North 74°07'44" East 17.25 feet;

thence North 36°37'21" East 49.47 feet;

thence North 71°02'45" East 16.98 feet;

thence North 36°37'21" East 49.47 feet;

thence North 71°53'36" East 16.88 feet;

thence North 36°37'21" East 55.53 feet;

thence North 74°02'15" East 16.54 feet;

thence North 36°37'21" East 58.73 feet;

thence North 72°51'43" East 13.44 feet;

thence North 34°04'24" East 65.23 feet;

thence North 66°45'40" East 11.14 feet;

thence North 29°02'04" East 55.45 feet;

thence North 53°41'21" West 89.28 feet;

thence North 60°24'34" West 19.51 feet to a point on a non-tangent curve concave northwesterly and having a radius of 578.00 feet, a radial line of said curve from said point bears North 58°55'20" West;

thence along said curve northeasterly 15.00 feet through a central angle of 01°29'14";

thence radially from said curve South 60°24'34" East 111.99 feet;

Exhibit "A"
Conservation Easement Area

Revised April 9, 2008
JN 15100251-M41
Page 15 of 22

thence North 22°54'27" East 64.41 feet;

thence North 53°18'50" East 6.90 feet;

thence North 17°53'18" East 64.20 feet;

thence North 45°56'53" East 6.12 feet;

thence North 13°20'29" East 63.44 feet;

thence North 06°45'58" East 63.24 feet;

thence North 06°58'17" East 74.68 feet to a point on a non-tangent curve concave northwesterly and having a radius of 521.00 feet, a radial line of said curve from said point bears North 06°06'18" West;

thence along said curve easterly 175.47 feet through a central angle of 19°17'48" to a point of compound curvature with a curve concave northwesterly and having a radius of 1021.00 feet, a radial line of said curves from said point bears North 25°24'08" West;

thence along said curve northeasterly 614.79 feet through a central angle of 34°30'01";

thence non-tangent from said curve South 72°46'50" East 103.28 feet;

thence South 85°43'29" East 76.41 feet;

thence South 89°01'20" East 342.60 feet;

thence South 60°57'24" East 62.33 feet;

thence South 89°01'20" East 55.00 feet;

thence North 13°43'37" East 93.26 feet to a point on a non-tangent curve concave northwesterly and having a radius of 46.00 feet, a radial line of said curve from said point bears North 13°33'38" West;

thence along said curve northeasterly 63.56 feet through a central angle of 79°09'59";

thence non-tangent from said curve North 31°47'00" East 88.80 feet;

thence North 37°24'05" East 52.31 feet;

thence North 07°53'30" West 75.21 feet;

Exhibit "A"
Conservation Easement Area

Revised April 9, 2008
JN 15100251-M41
Page 16 of 22

thence North 21°05'38" East 44.71 feet;

thence North 00°58'40" East 91.46 feet to a point on a non-tangent curve concave westerly and having a radius of 46.00 feet, a radial line of said curve from said point bears North 40°59'08" West;

thence along said curve northerly 77.72 feet through a central angle of 96°48'25";

thence radially from said curve North 42°12'27" East 8.00 feet;

thence North 00°29'52" East 130.26 feet to the northerly line of said Parcel 2 of Parcel Map No. 19249;

thence along said northerly line South 89°38'31" East 629.26 feet to the **POINT OF BEGINNING**.

EXCEPTING FROM said Parcel "B", the following described Exceptions 9, 10, 11 and 12.

EXCEPTION 9 A portion of an easement for public utility purposes per document recorded November 16, 1962 as Instrument No. 106161 of Official Records in the Office of the County Recorder of said Riverside County, the centerline of which is described as follows: **BEGINNING** at the intersection of the westerly line of the land included in Parcel Map No. 14725 as shown on a map thereof filed in Book 91, Page 42 of Parcel Maps in said Office of the Riverside County Recorder with the centerline of said easement described in Instrument No. 106161 of Official Records;

thence along said centerline North 53°46'48" West 1095.09 feet to the **POINT OF TERMINATION** of said centerline.

EXCEPTION 10 A portion of an easement (10.00 feet wide) for public utility purposes per document recorded December 05, 1980 as Instrument No. 228588 of Official Records in the Office of the County Recorder of said Riverside County, together with portions of said Parcels 2 and 3 of Parcel Map No. 19249, included within an easement 10.00 feet wide, the centerline of which is described as follows:

BEGINNING at the intersection of the southerly line of the northwest one-quarter of Section 34, Township 6 South, Range 3 West, SBM with a line parallel with and 5.00 feet westerly from the easterly line of said northwest one-quarter;

thence along said parallel line (being the centerline of said easement described in Instrument No. 228588 of Official Records) North 07°50'40" East 1868.95 feet;

thence leaving said parallel and easement line North 90°00'00" East 691.60 feet;

thence North 57°41'23" East 209.37 feet to an existing power pole in said centerline of said easement described in the document recorded as Instrument No. 228588 of Official Records;

thence along said centerline North 48°28'12" East 481.00 feet to the **POINT OF TERMINATION** of said centerline.

EXCEPTION 11 BEGINNING at a point in the easterly line of said Parcel 2 of Parcel Map No. 19249 distant thereon South 05°23'07" West 213.09 feet from the northeasterly corner of said Parcel 2;

thence along said easterly line South 05°23'07" West 200.77 feet;

thence along a line parallel with the northerly line of said parcel North 89°38'31" West 300.00 feet;

thence along a line parallel with said easterly line North 05°23'07" East 200.77 feet;

thence along a line parallel with the northerly line of said parcel South 89°38'31" East 300.00 feet to the **POINT OF BEGINNING**.

EXCEPTION 12 An easement for public utility purposes per document recorded June 24, 1980 as Instrument No. 115002 of Official Records in the Office of the County Recorder of said Riverside County.

CONTAINING: 81.44 Acres, more or less.

PARCEL "C" That certain parcel of land situated in the City of Murrieta, County of Riverside, State of California, being those portions of Parcels 5, 8 and 9 and Lots "D", "E", "F", "O" and "P" of Parcel Map No. 19249 as shown on a map thereof filed in Book 120, Pages 87 through 90 of Parcel Maps in the Office of the County Recorder of said Riverside County, included within the following described parcel of land:

COMMENCING at Point "E" as hereinbefore described in Parcel "B";

thence North 21°07'09" East 56.00 feet to the **TRUE POINT OF BEGINNING**;

thence North 68°18'30" West 24.89 feet;

thence North 25°22'50" West 23.09 feet to the beginning of a tangent curve concave easterly and

Exhibit "A"
Conservation Easement Area

Revised April 9, 2008
JN 15100251-M41
Page 18 of 22

having a radius of 102.00 feet;

thence along said curve northerly 16.20 feet through a central angle of 09°06'08";

thence tangent from said curve North 16°16'42" West 50.00 feet to the beginning of a tangent curve concave southwesterly and having a radius of 64.00 feet;

thence along said curve northwesterly 26.75 feet through a central angle of 23°57'05"

thence non-tangent from said curve North 30°49'02" East 50.54 feet;

thence North 10°37'54" West 285.08 feet to a point on a non-tangent curve concave southerly and having a radius of 272.00 feet, a radial line of said curve from said point bears South 14°40'29" East;

thence along said curve easterly 117.34 feet through a central angle of 24°43'01" a point hereinafter referred to as Point "F";

thence tangent from said curve South 79°57'28" East 90.63 feet;

thence South 10°37'54" East 390.85 feet to a point on a non-tangent curve concave northerly and having a radius of 587.00 feet, a radial line of said curve from said point bears North 14°20'36" West;

thence along said curve westerly 61.97 feet through a central angle of 06°02'57" to a point of reverse curvature with a curve concave southerly and having a radius of 578.00 feet, a radial line of said curve from said point bears South 08°17'39" East;

thence along said curve westerly 129.38 feet through central angle of 12°49'30" to the **TRUE POINT OF BEGINNING.**

CONTAINING: 2.03 Acres, more or less.

PARCEL "D" That certain parcel of land situated in the City of Murrieta, County of Riverside, State of California, being that portion of Parcel 9 of Parcel Map No. 19249 as shown on a map thereof filed in Book 120, Pages 87 through 90 of Parcel Maps in the Office of the County Recorder of said Riverside County, included within the following described parcel of land:

COMMENCING at Point "F" as hereinbefore described in Parcel "C";

thence North 10°02'32" East 56.00 feet to a point on a non-tangent curve concave southerly and having a radius of 328.00 feet, a radial line of said curve from said point bears South 10°02'32" West, said point being the **TRUE POINT OF BEGINNING;**

Exhibit "A"
Conservation Easement Area

Revised April 9, 2008
JN 15100251-M41
Page 19 of 22

thence along said curve westerly 137.54 feet through a central angle of 24°01'33";
thence non-tangent from said curve North 10°37'54" West 101.25 feet;
thence North 22°44'08" West 65.02 feet;
thence North 25°14'20" West 101.68 feet;
thence North 77°27'13" West 12.12 feet;
thence North 82°50'25" East 216.21 feet to a point on a non-tangent curve concave northeasterly and having a radius of 46.00 feet, a radial line of said curve from said point bears North 70°15'49" East;
thence along said curve southeasterly 48.01 feet through a central angle of 59°48'02";
thence radially from said curve South 10°27'47" West 27.07 feet;
thence South 22°53'03" East 72.95 feet;
thence South 10°37'54" East 167.81 feet;
thence North 79°57'28" West 69.50 feet
CONTAINING: 1.29 Acres, more or less.

PARCEL "E" That certain parcel of land situated in the City of Murrieta, County of Riverside, State of California, being those portions of Parcel 9 and Lot "A" of Parcel Map No. 19249 as shown on a map thereof filed in Book 120, Pages 87 through 90 of Parcel Maps, together with those portions of Parcels 3 and 4 and Lot "C" and "D" of Parcel Map No. 16669 as shown on a map thereof filed in Book 105, Page 66 of Parcel Maps, both in the Office of the County recorder of said Riverside County, included within the following described parcel of land:

COMMENCING at the Northwestern Corner of Section 34, T.6 S, R.3 W., SBM;
thence along the northerly line of said Section 34 South 88°44'15" East 886.92 feet;
thence South 05°02'57" West 46.84 feet;
thence South 31°46'14" West 96.38 feet;

thence South 14°24'56" West 47.83 feet to the beginning of a tangent curve concave easterly and having a radius of 110.00 feet;

thence along said curve southerly 68.60 feet through a central angle of 35°43'58" to an intersection with a non-tangent curve concave southwesterly and having a radius of 134.85 feet, a radial line of said curve from said intersection bears South 39°19'19" West;

thence along said curve southeasterly 55.28 feet through a central angle of 23°29'21";

thence non-tangent from said curve South 29°03'53" East 11.04 feet;

thence South 23°19'58" West 54.61 feet to a point on a non-tangent curve concave easterly and having a radius of 154.00 feet, a radial line of said curve from said point bears South 50°26'40" East;

thence along said curve southerly and southeasterly 237.29 feet through a central angle of 88°17'05";

thence non-tangent from said curve South 70°29'22" East 71.59 feet;

thence South 18°28'01" West 52.38 feet to the easterly most point of the prolongation of the northerly line of said Lot B, said point being the **TRUE POINT OF BEGINNING**;

thence continuing South 18°28'01" West 8.59 feet;

thence South 04°04'54" West 38.91 feet;

thence South 25°14'30" East 121.68 feet;

thence South 82°50'25" West 219.72 feet to a point on a non-tangent curve concave southwesterly and having a radius of 46.00 feet, a radial line of said curve from said point bears South 55°57'40" West;

thence along said curve northwesterly 22.51 feet through a central angle of 28°02'35";

thence radially from said curve North 27°55'05" East 21.95 feet;

thence North 25°14'20" West 81.89 feet;

thence North 36°01'16" West 35.09 feet;

thence North 00°11'00" East 14.11 feet;

Exhibit "A"
Conservation Easement Area

Revised April 9, 2008
JN 15100251-M41
Page 21 of 22

thence North 51°24'44" West 31.27 feet;

thence North 89°32'42" West 38.03 feet;

thence South 73°17'44" West 34.84 feet;

thence North 14°14'45" East 30.81;

thence South 88°54'48" East 321.73 feet to the **TRUE POINT OF BEGINNING**;

CONTAINING: 0.94 Acres, more or less.

PARCEL "F" That certain parcel of land situated in the City of Murrieta, County of Riverside, State of California, being that portion of Parcel 7 of Lot Line Adjustment No. 01-017 recorded October 19, 2001 as Instrument No. 2001-509988 of Official Records in the Office of the County Recorder of said Riverside County, included within the following described parcel of land:

BEGINNING at the intersection of the southeasterly line of said Parcel 7 with the northeasterly line of La Estrella Road as shown thereon;

thence along said southeasterly line North 44°49'36" East 1653.09 feet to a point on a non-tangent curve in the southerly line of Tract No. 29640-1 filed in Book 319, Pages 29 through 39 of Maps in said Office of the Riverside County Recorder, said curve being concave northeasterly and having a radius of 163.00 feet, a radial line of said curve from said point bears North 28°24'06" East;

thence along said southerly line through the following courses: along said curve westerly 16.39 feet through a central angle of 05°45'40" to an intersection with a non-tangent curve concave northerly and having a radius of 800.00 feet, a radial line of said curve from said intersection bears North 03°20'49" East;

thence along said curve westerly 33.59 feet through a central angle of 03°12'29" to a point of reverse curvature with a curve concave southerly and having a radius of 750.00 feet, a radial line of said curve from said point bears South 06°33'18" West;

thence along said curve westerly 145.99 feet through central angle of 11°09'09" to a line parallel with and 33.00 feet southeasterly from the centerline of Greer Road as shown on said map of Tract No. 29640-1;

thence leaving said southerly line, along said parallel line through following courses:

Exhibit "A"
Conservation Easement Area

Revised April 9, 2008
JN 15100251-M41
Page 22 of 22

non-tangent from said curve South 68°20'34" West 220.02 feet to the beginning of a tangent curve concave southeasterly and having a radius of 717.00 feet;

thence along said curve southwesterly 318.30 feet through a central angle of 25°26'07";

thence tangent from said curve South 42°54'27" West 1003.93 feet to said northeasterly line of La Estrella Road;

thence leaving said parallel line, along said northeasterly line South 04°28'42" East 29.89 feet to an angle point therein;

thence continuing along said northeasterly line South 47°05'33" East 237.60 feet to the **POINT OF BEGINNING.**

CONTAINING: 9.56 Acres, more or less.


PARCEL "G" That certain parcel of land situated in the City of Murrieta, County of Riverside, State of California, being Lot 71 of Tract No. 29640-10 as shown on a map thereof filed in Book 344, Pages 9 through 17, inclusive, of Maps, in the Office of the County Recorder of said Riverside County.

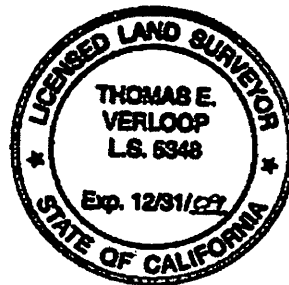
CONTAINING: 2.11 Acres, more or less.

SUBJECT To all covenants, rights, rights-of-way and easements of record.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

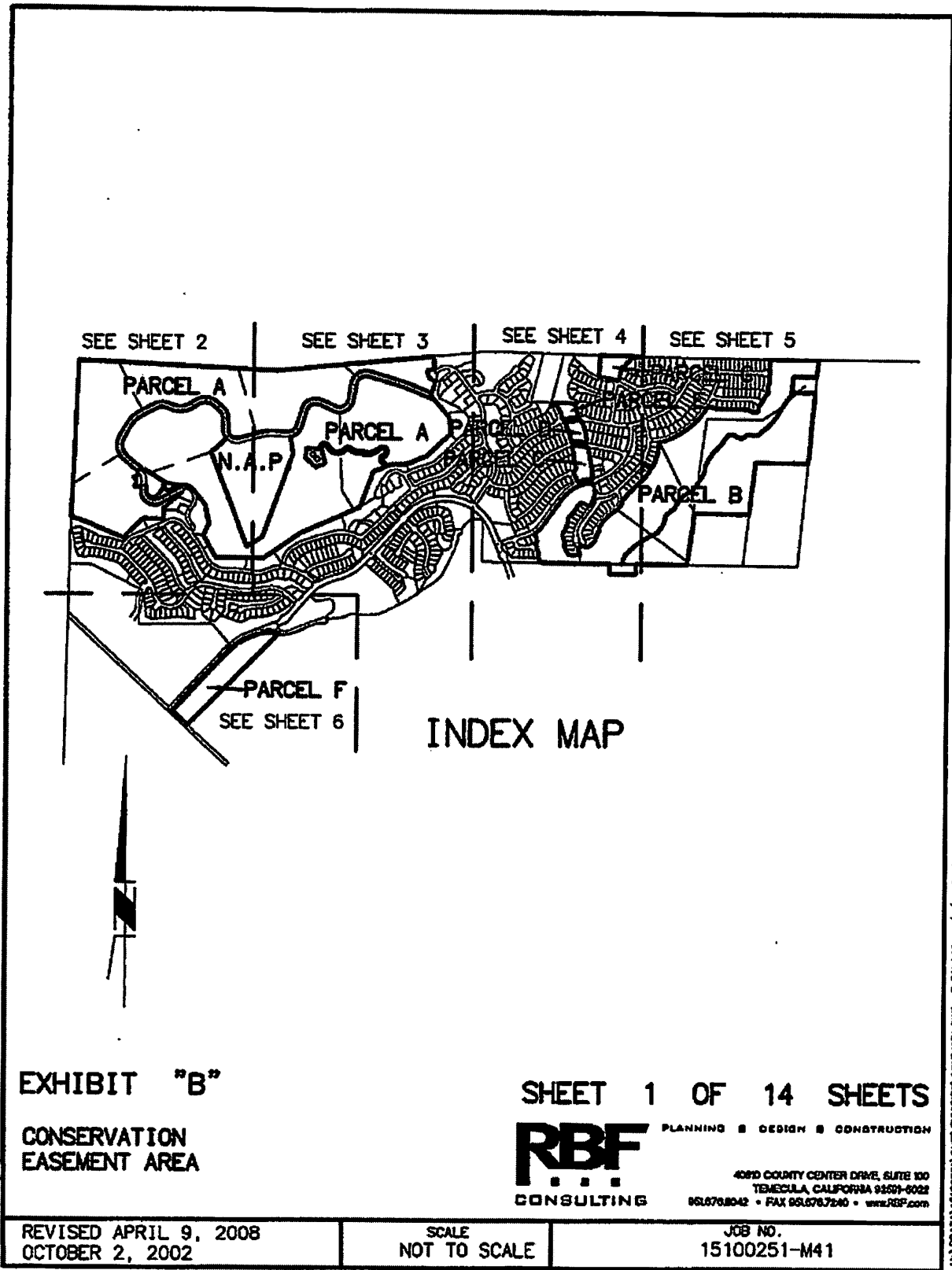
This description was prepared by me or under my direction.


Thomas E. Verloop, P.L.S. 5348
My license expires 12/31/09.

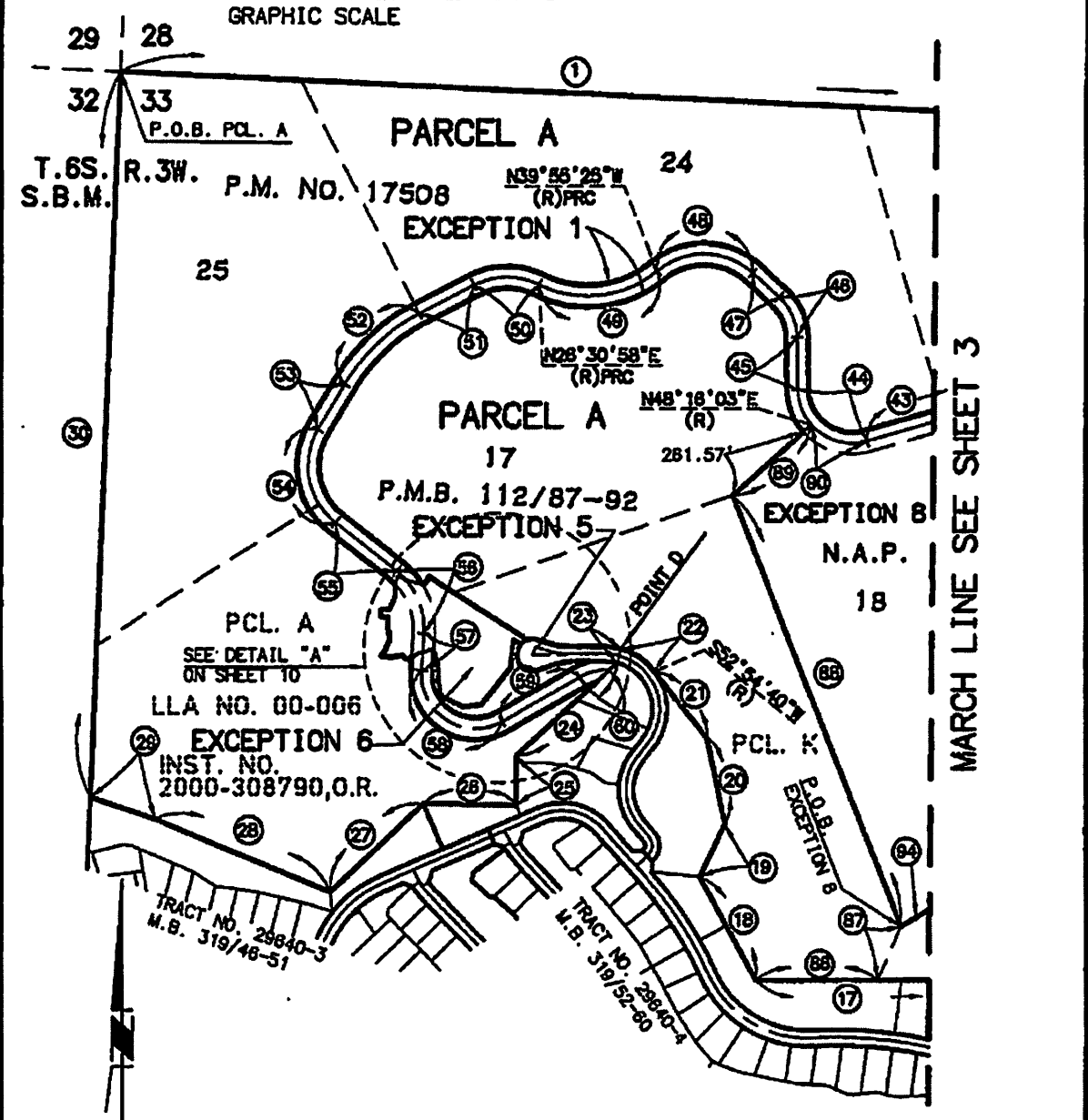


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Exhibit B
Map of Property
[See Attached]



H:\P041\15100251\DWG\PROJECTS\15100251.DWG T:\B3L00P 4/9/08 3:25 PM



MARCH LINE SEE SHEET 3

EXHIBIT "B"

SHEET 2 OF 14 SHEETS

CONSERVATION
EASEMENT AREA

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40810 COUNTY CENTER DRIVE, SUITE 100
TAMECULA, CALIFORNIA 92581-6022
951.676.5042 • FAX 951.676.7240 • www.RBF.com

REVISED APRIL 9, 2008
OCTOBER 2, 2002

SCALE
1"=400'

JOB NO.
15100251-M41

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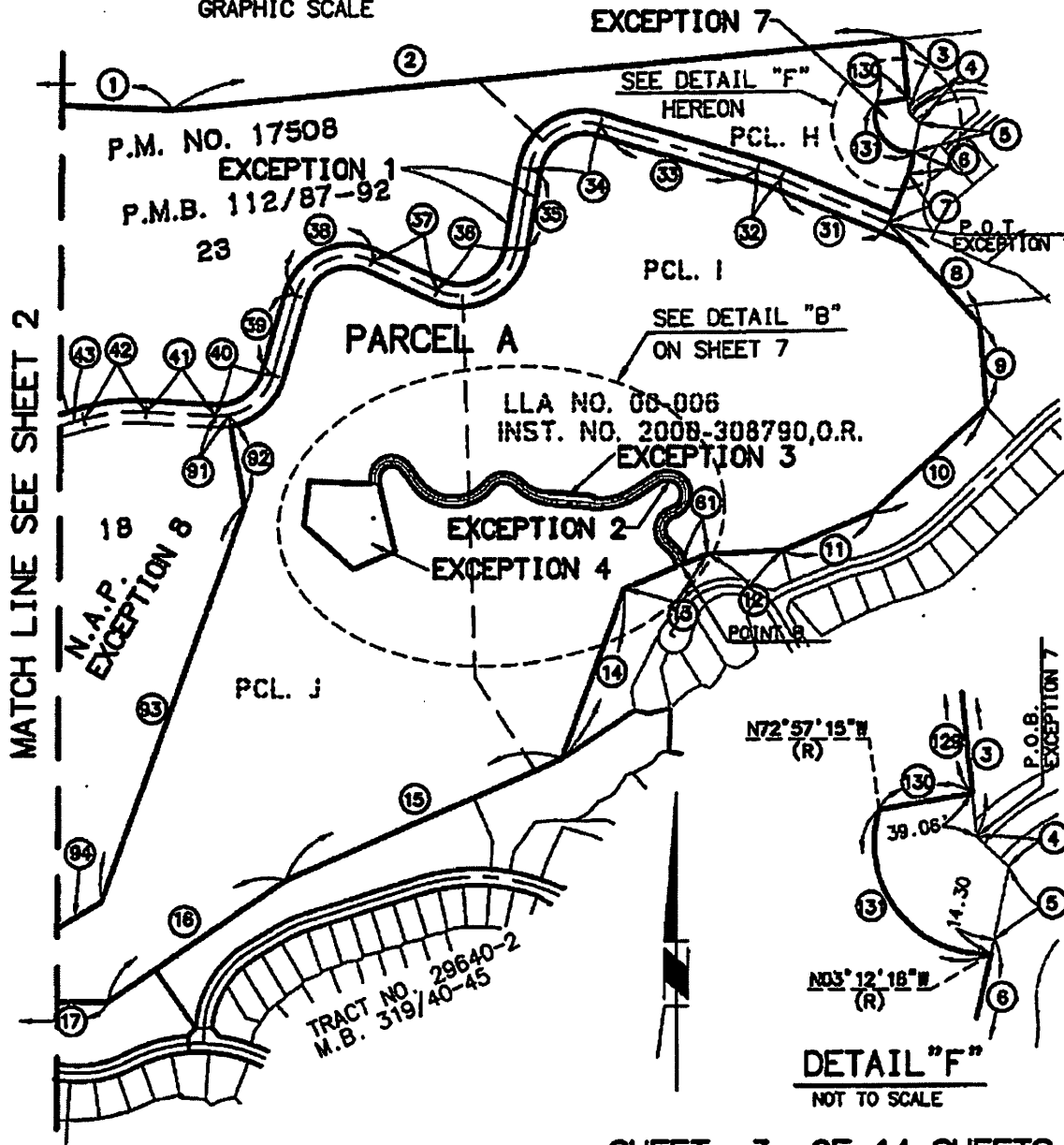
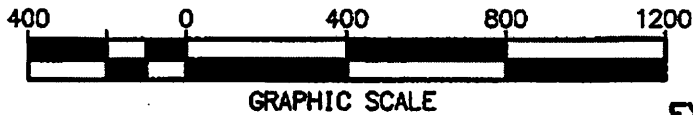


EXHIBIT "B"

CONSERVATION
EASEMENT AREA

SHEET 3 OF 14 SHEETS

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OCTOBER 2, 2002

SCALE
1"=400'

JOB NO.
15100251-M41

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GRAPHIC SCALE

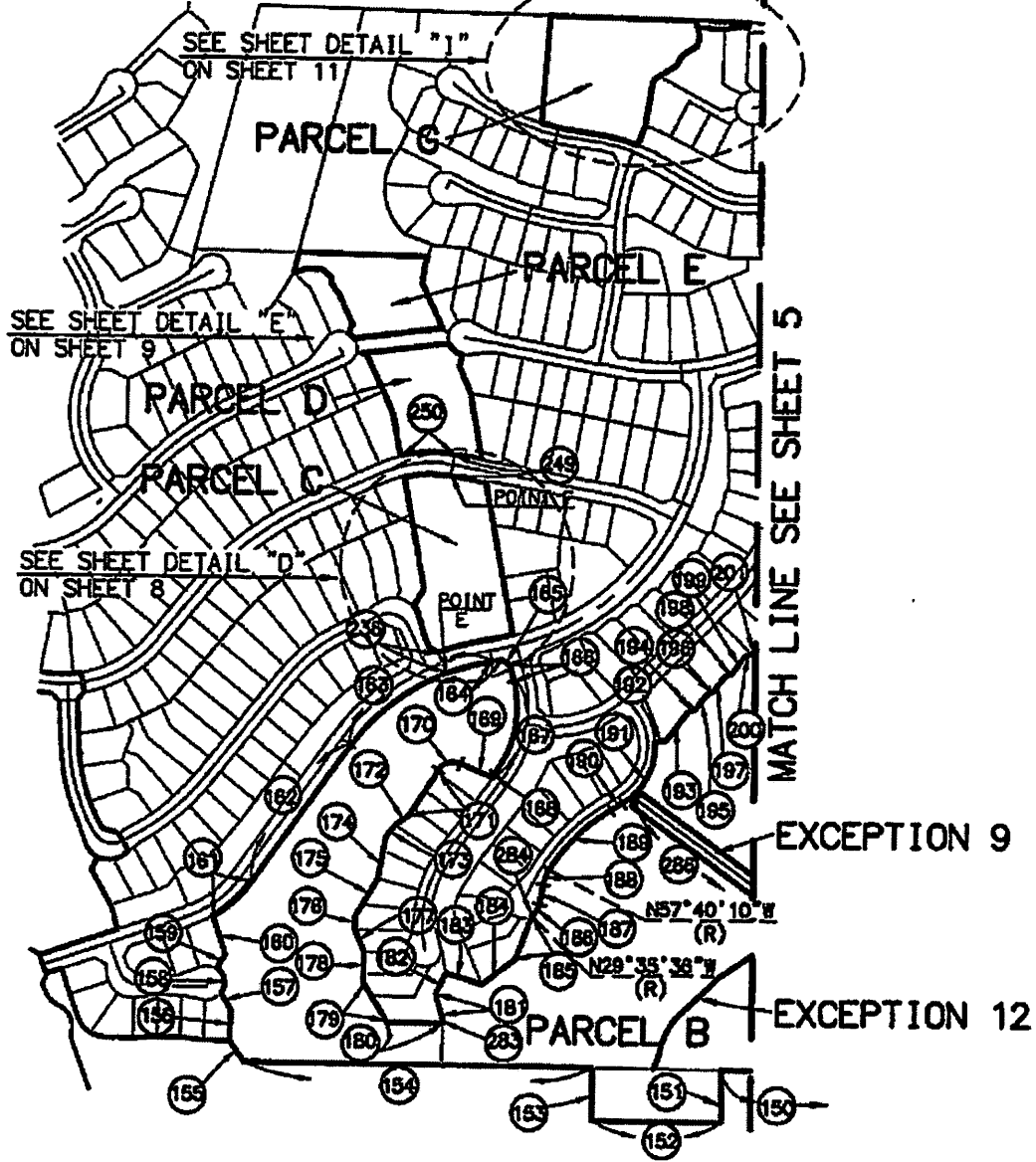


EXHIBIT "B"

CONSERVATION EASEMENT AREA

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SHEET 4 OF 14 SHEETS
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OCTOBER 2, 2002

SCALE
1"=400'

JOB NO.
15100251-M41

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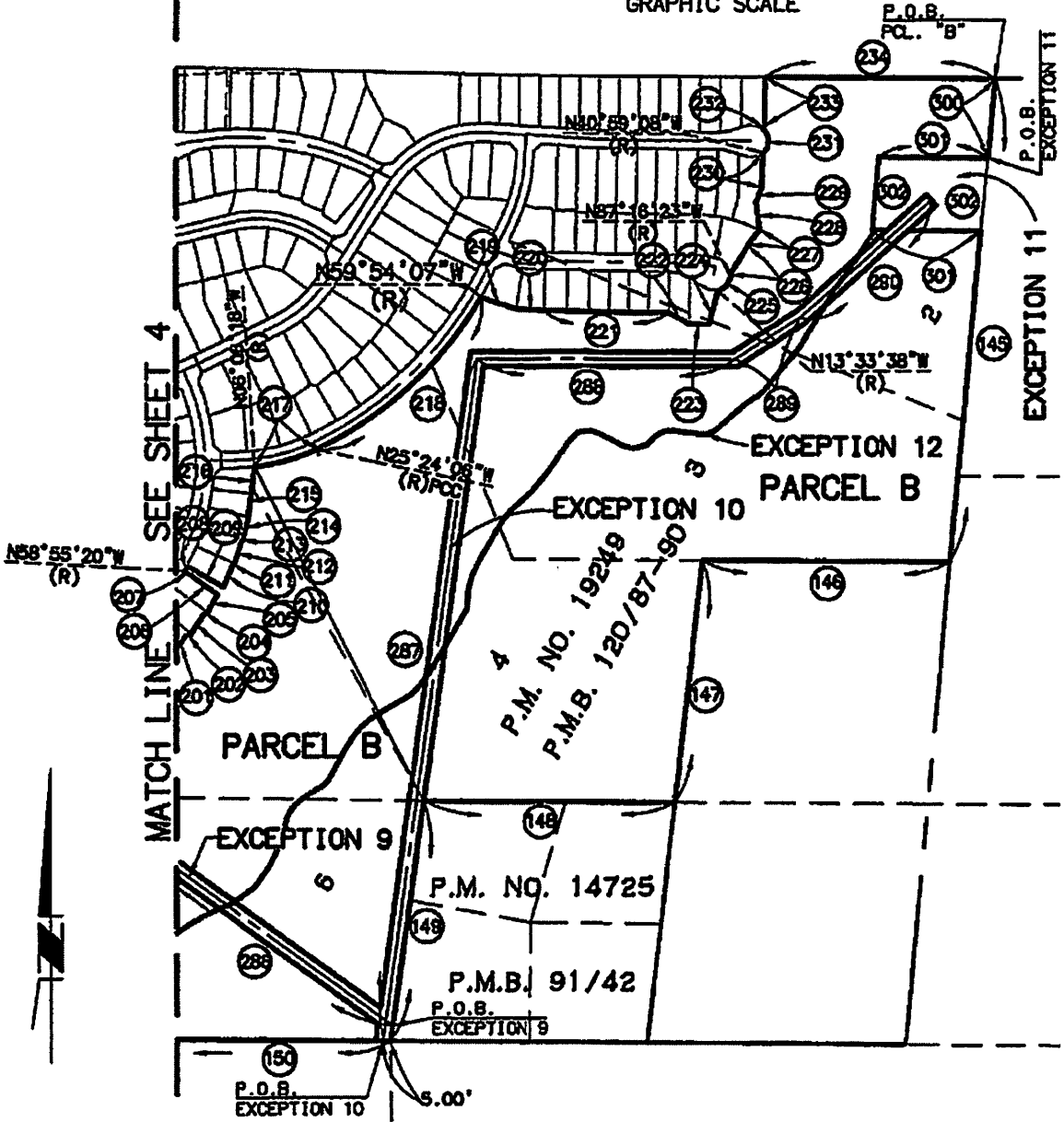


EXHIBIT "B"
CONSERVATION EASEMENT AREA

SHEET 5 OF 14 SHEETS
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 OCTOBER 2, 2002

SCALE
 1"=400'

JOB NO.
 15100251-M41

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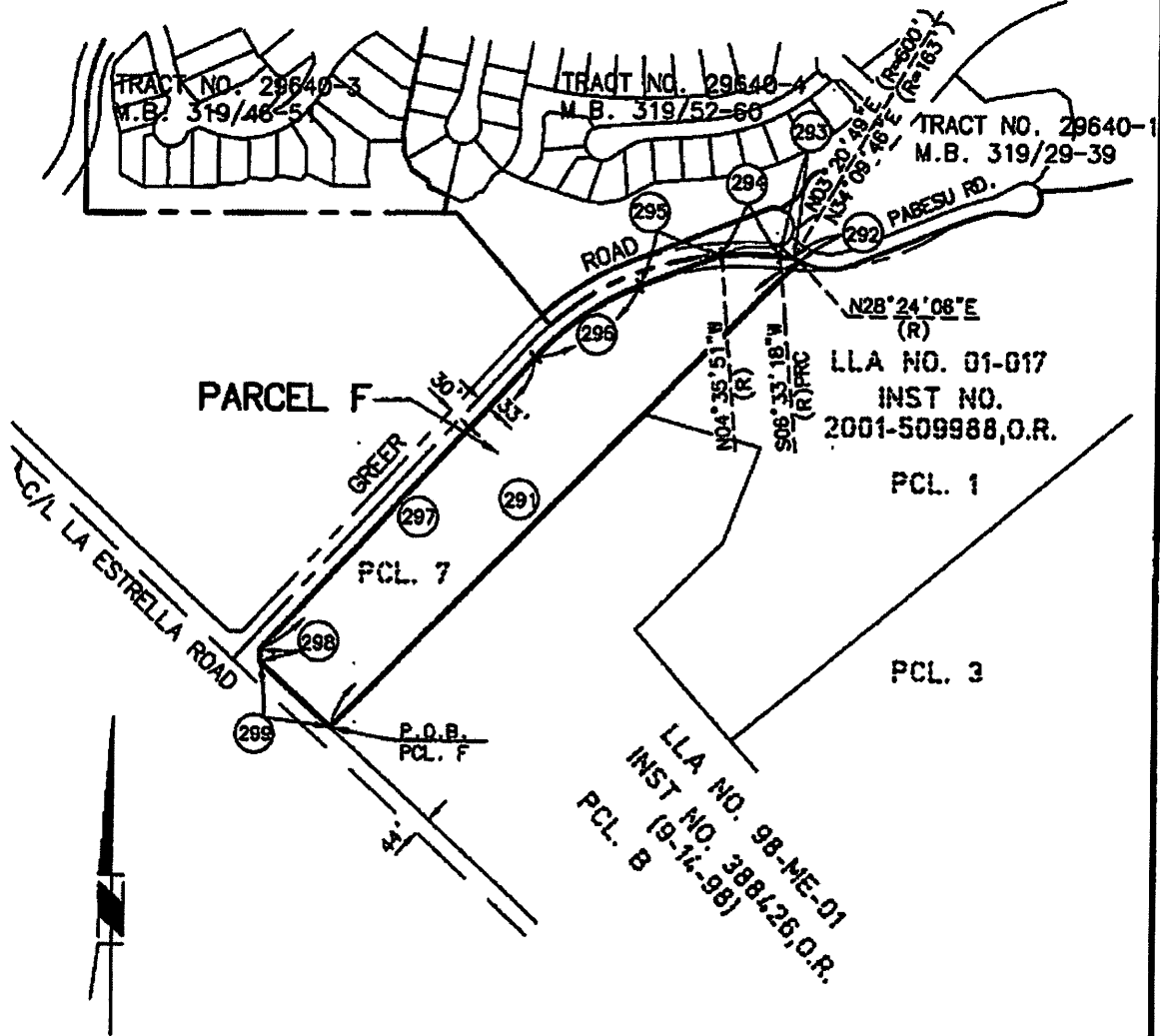
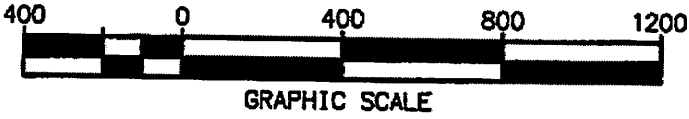


EXHIBIT "B"

**CONSERVATION
EASEMENT AREA**

SHEET 6 OF 14 SHEETS

PLANNING ■ DESIGN ■ CONSTRUCTION

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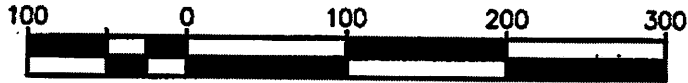
4080 COUNTY CENTER DRIVE, SUITE 100
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OCTOBER 2, 2002

SCALE
1"=400'

JOB NO.
15100251-M41

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GRAPHIC SCALE

DETAIL "D"

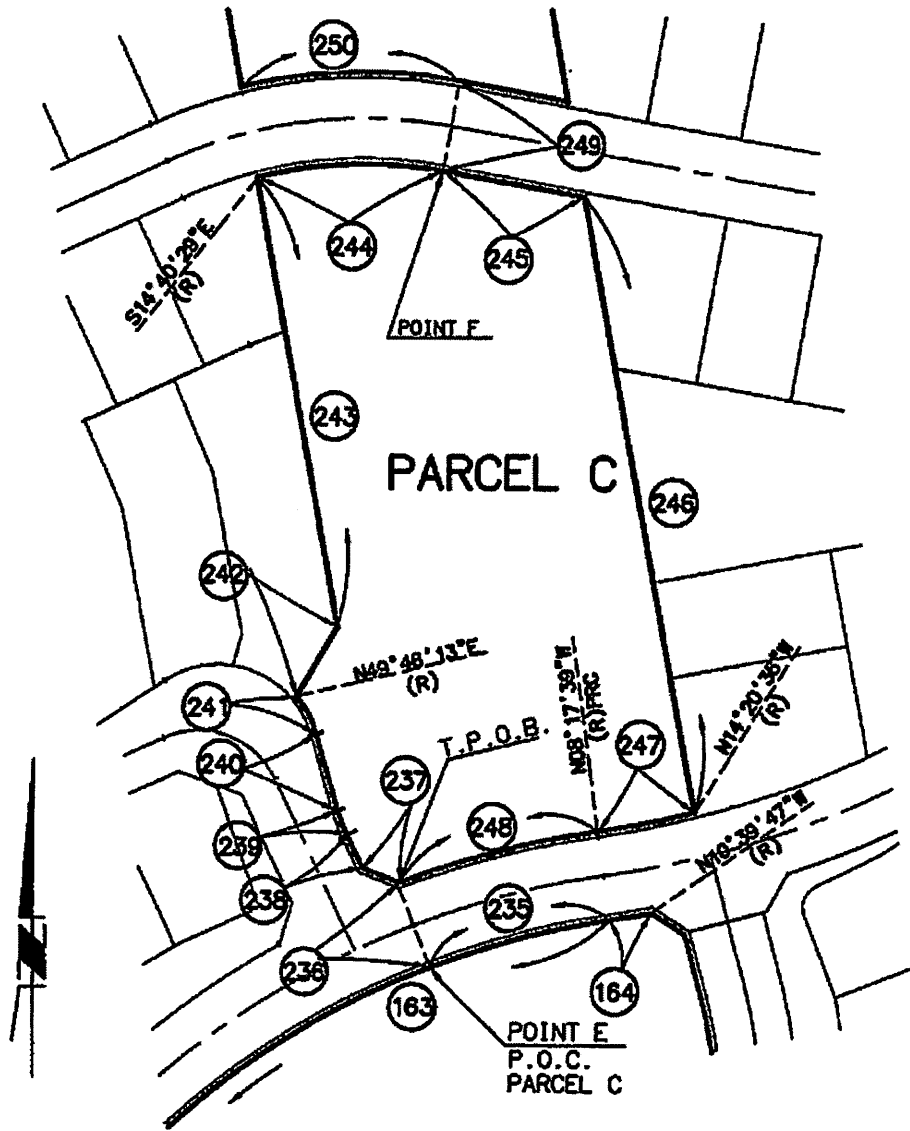


EXHIBIT "B"

CONSERVATION
EASEMENT AREA

SHEET 8 OF 14 SHEETS

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OCTOBER 2, 2002

SCALE
1"=100'

JOB NO.
15100251-M41

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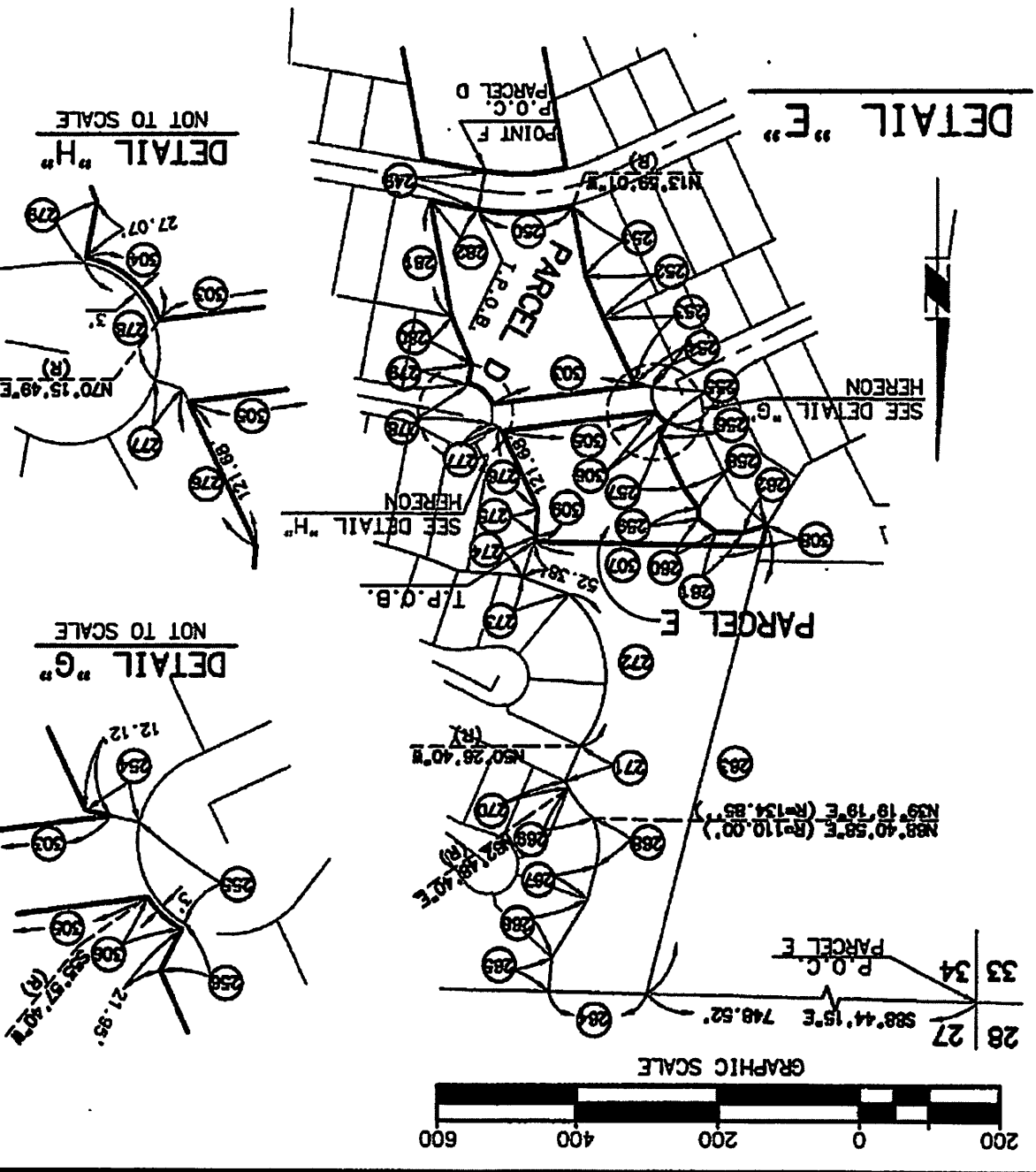
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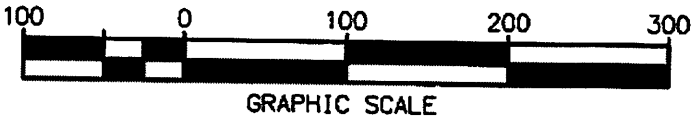
JOB NO. 15100251-M41 SCALE 1"=200' REVISED APRIL 9, 2008 OCTOBER 2, 2002

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EXHIBIT "B"
CONSERVATION
EASEMENT AREA





DETAIL "I"

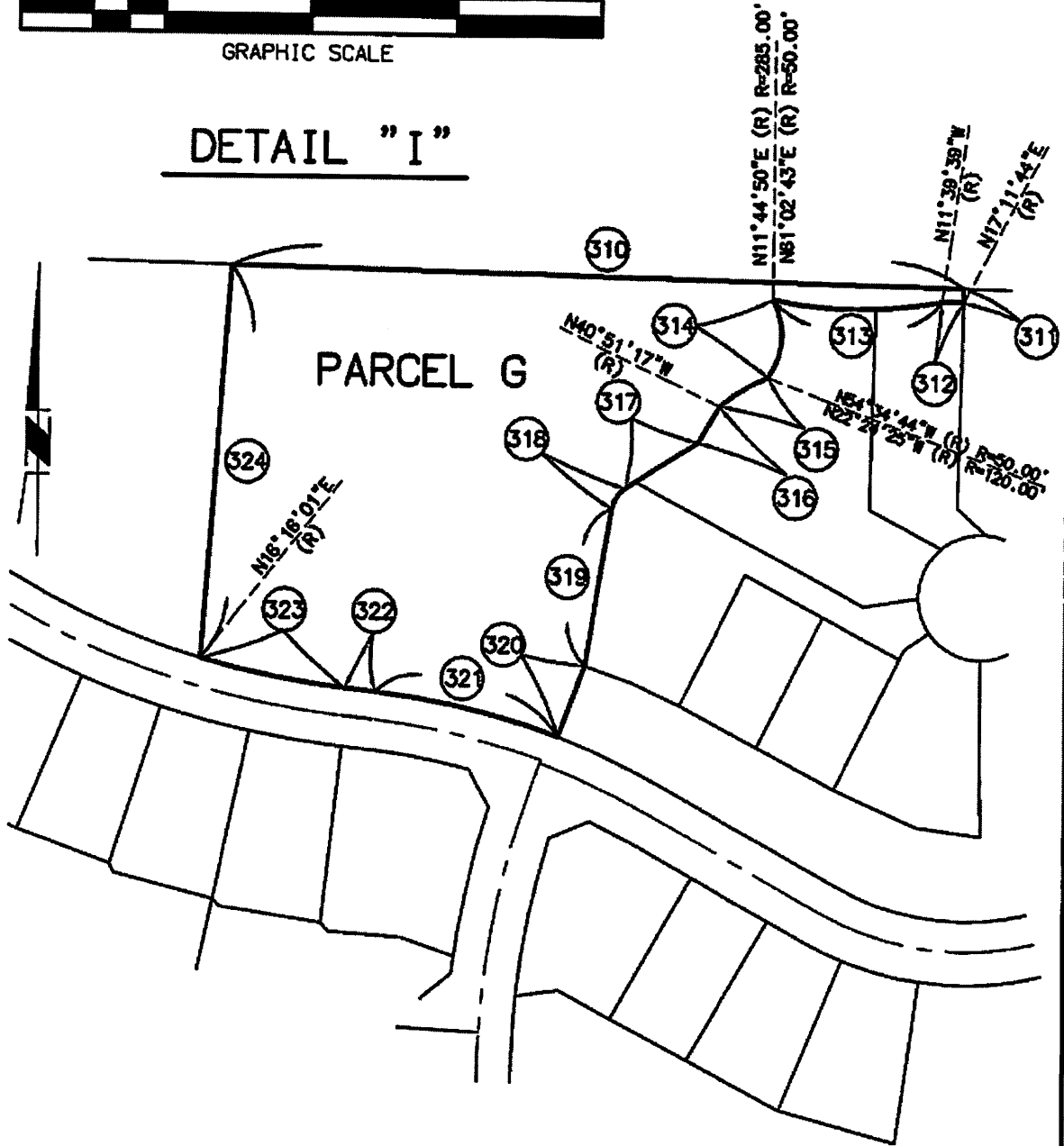


EXHIBIT "B"

**CONSERVATION
EASEMENT AREA**

SHEET 11 OF 14 SHEETS
PLANNING ■ DESIGN ■ CONSTRUCTION



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REVISED MARCH 11, 2008
OCTOBER 2, 2002

SCALE
1" = 100'

JOB NO.
15100251-M41

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REVISED APRIL 9, 2008
OCTOBER 2, 2002

SCALE

JOB NO. 15100251-M41

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EXHIBIT "B"

SHEET 12 OF 14 SHEETS

(NO)	BRNG/Delta	RADIUS	LENGTH	(NO)	BRNG/Delta	RADIUS	LENGTH
54	81°36'16"	200.00	284.85	1	S87°29'05"E	1985.89	2551.63
53	N30°11'13"E	500.00	145.00	2	S05°32'32"E	40.00	100.00
52	32°36'49"	500.00	284.61	3	N84°27'03"E	150.00	322.86
51	N62°48'02"E	200.00	171.80	4	S46°42'31"E	64.68	247.00
50	S3°42'56"	300.00	347.88	5	S13°10'59"W	150.00	247.00
49	68°26'23"	200.00	187.50	6	S22°14'02"W	150.00	85.89
48	82°03'35"	200.00	288.44	7	S22°14'02"W	150.00	85.89
47	S47°51'50"E	150.00	89.80	8	S42°16'25"E	80.00	64.12
46	47°14'25"	150.00	123.67	9	S04°45'49"E	50.00	170.37
45	S00°37'25"E	150.00	143.04	10	S47°45'35"W	50.00	111.90
44	105°19'31"	150.00	275.74	11	S67°04'04"W	50.00	170.37
43	N74°03'04"E	500.00	258.49	12	S67°23'51"W	50.00	72.82
42	19°22'47"	150.00	189.12	13	S67°22'48"W	180.00	116.87
41	S86°34'09"E	150.00	184.97	14	S20°10'14"W	168.00	12.00
40	77°22'14"	150.00	202.56	15	S68°22'14"W	168.00	10.05
39	N16°03'37"E	150.00	219.94	16	S56°29'12"W	7.50	7.05
38	88°38'05"	150.00	258.27	17	N89°57'55"W	16.50	14.52
37	S85°17'18"E	150.00	181.94	18	N28°18'31"W	45.50	133.07
36	104°57'01"	150.00	274.76	19	N25°05'41"E	45.50	17.56
35	N09°45'41"E	150.00	215.00	20	N11°55'33"W	168.00	64.80
34	S6°20'43"	150.00	252.23	21	S8°29'55"	180.00	122.00
33	S73°53'38"E	600.00	438.25	22	N38°28'07"W	180.00	122.00
32	06°22'51"	600.00	66.82	23	S14°24'45"W	170.00	40.00
31	S67°30'45"E	150.00	313.84	24	S47°47'22"W	125.00	228.75
30	N02°20'39"E	150.00	1983.75	25	S00°00'20"W	125.00	228.75
29	N72°00'00"W	150.00	191.55	26	N88°08'14"W	45.00	111.38
28	N67°13'54"W	150.00	522.03	27	S46°21'49"W	18.59	18.59
27	S46°21'49"W	150.00	352.86	28	N67°13'54"W	150.39	117.80
26	N88°08'14"W	150.00	257.91	29	N72°00'00"W	117.80	117.80
25	S00°00'20"W	150.00	136.63	30	N02°20'39"E	177.89	121.56
24	S47°47'22"W	150.00	378.08	31	S67°30'45"E	121.56	121.56
23	S14°24'45"W	170.00	40.00	32	06°22'51"	183.34	183.34
22	S8°29'55"	170.00	114.23	33	S73°53'38"E	336.38	336.38
21	N38°28'07"W	180.00	231.58	34	S6°20'43"	161.94	161.94
20	N11°55'33"W	168.00	243.18	35	N09°45'41"E	1275.90	1275.90
19	N25°05'41"E	168.00	182.50	36	N48°14'08"E	291.57	291.57
18	N28°18'31"W	168.00	323.92	37	64°12'59"	150.00	150.00
17	N89°57'55"W	168.00	622.79	38	N12°59'16"W	150.00	150.00
16	S56°29'12"W	168.00	571.20	39	N12°59'16"W	150.00	150.00
15	S68°22'14"W	168.00	809.53	40	N12°59'16"W	150.00	150.00
14	S20°10'14"W	168.00	483.94	41	N12°59'16"W	150.00	150.00
13	S67°22'48"W	180.00	241.04	42	N12°59'16"W	150.00	150.00
12	S67°23'51"W	180.00	204.16	43	N12°59'16"W	150.00	150.00
11	S67°04'04"W	180.00	261.72	44	N12°59'16"W	150.00	150.00
10	S47°45'35"W	180.00	413.45	45	N12°59'16"W	150.00	150.00
9	S04°45'49"E	180.00	223.27	46	N12°59'16"W	150.00	150.00
8	S42°16'25"E	180.00	363.27	47	N12°59'16"W	150.00	150.00
7	S22°14'02"W	180.00	144.17	48	N12°59'16"W	150.00	150.00
6	S13°10'59"W	180.00	72.75	49	N12°59'16"W	150.00	150.00
5	S11°02'28"W	180.00	64.68	50	N12°59'16"W	150.00	150.00
4	S46°42'31"E	180.00	40.00	51	N12°59'16"W	150.00	150.00
3	S05°32'32"E	180.00	196.52	52	N12°59'16"W	150.00	150.00
2	N84°27'03"E	180.00	1985.89	53	N12°59'16"W	150.00	150.00
1	S87°29'05"E	180.00	2551.63	54	N12°59'16"W	150.00	150.00
				55	N51°25'03"W	215.00	215.00
				56	S5°16'52"	200.00	192.97
				57	N03°51'49"E	100.00	100.00
				58	N23°19'18"	150.00	322.86
				59	S60°32'31"W	150.00	247.00
				60	S2°48'28"	150.00	85.89
				61	S67°22'48"W	150.00	75.84
				62	45°55'27"	80.00	64.12
				63	128°13'31"	50.00	111.90
				64	195°13'51"	50.00	170.37
				65	S57°20'07"W	50.00	72.82
				66	S7°12'05"	180.00	116.87
				67	N04°32'12"E	180.00	12.00
				68	03°25'45"	168.00	10.05
				69	S3°51'46"	7.50	7.05
				70	S0°28'01"	16.50	14.52
				71	N85°27'48"W	45.50	133.07
				72	22°05'59"	45.50	17.56
				73	22°05'59"	168.00	64.80
				74	N85°27'48"W	180.00	122.00
				75	S8°50'07"	180.00	122.00
				76	93°54'10"	50.00	81.95
				77	104°51'03"	125.00	228.75
				78	N35°40'48"W	45.00	111.38
				79	141°49'10"	18.59	18.59
				80	S02°30'02"W	150.39	117.80
				81	N87°29'58"W	150.39	117.80
				82	S06°37'33"W	117.80	117.80
				83	S48°31'10"E	177.89	121.56
				84	N86°48'05"E	121.56	121.56
				85	N13°59'16"W	183.34	183.34
				86	N89°57'55"W	336.38	336.38
				87	N23°57'48"E	161.94	161.94
				88	N21°28'52"W	1275.90	1275.90
				89	N48°14'08"E	291.57	291.57
				90	64°12'59"	150.00	150.00
				91	13°24'43"	150.00	150.00
				92	N09°58'52"W	150.00	150.00
				93	S19°54'29"W	1226.21	1226.21
				94	S59°08'02"W	231.41	231.41
				95	14°19'53"	170.00	42.52
				96	N89°55'08"W	85.13	85.13
				97	21°11'05"	280.00	103.53
				98	41°21'48"	44.00	31.78
				99	N97°51'49"W	321.92	321.92
				100	S33°54'32"W	23.58	23.58
				101	N80°08'52"W	39.86	39.86
				102	N66°52'43"W	23.67	23.67
				103	N56°51'58"W	12.37	12.37
				104	S32°50'28"W	7.80	7.80
				105	S13°19'22"W	16.73	16.73
				106	S04°39'08"W	37.31	37.31
				107	S25°25'13"W	36.18	36.18
				108	N87°46'53"W	22.22	22.22

DATA TABLE

DATA TABLE

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111	S00	06	01	E	30.32
112	S11	51	43	E	15.45
113	S04	22	25	E	11.37
114	S08	16	41	W	13.53
115	S21	15	55	W	20.23
116	S24	50	41	W	21.25
117	S84	21	55	E	29.56
118	S81	54	50	E	31.17
119	S30	04	05	E	9.06
120	S74	54	38	E	9.19
121	S81	52	41	E	35.44
122	S80	28	27	E	16.07
123	S67	42	48	E	20.87
124	S36	52	18	E	10.77
125	S17	39	11	E	8.81
126	S14	02	35	E	18.40
127	S12	35	50	E	24.79
128	S28	40	53	E	22.03
129	S05	32	57	W	157.46
130	S80	10	01	E	65.21
131	S01	57	15	W	110.00
132	S10	20	15	E	30.58
133	S10	20	15	E	38.87
134	S84	05	09	E	67.89
135	S83	06	48	E	51.10
136	S39	08	09	E	128.66
137	S07	14	01	E	77.85
138	S57	51	49	E	23.04
139	S18	48	05	E	168.03
140	S72	27	52	E	64.00
141	S18	11	16	E	34.48
142	S01	34	16	E	8.77
143	S77	28	17	E	136.26
144	S14	19	53	E	32.52
145	S05	23	07	W	1317.90
146	S89	31	06	W	674.15
147	S06	36	58	W	659.94
148	S89	29	34	W	688.50
149	S07	49	57	W	660.65
150	S89	30	01	W	655.07
151	S00	12	37	E	132.89
152	S89	30	01	W	327.80
153	S00	08	01	W	132.89
154	S89	30	01	W	132.89
155	S34	29	31	W	64.72
156	S01	06	09	E	78.48
157	S30	32	09	W	47.56
158	S01	45	14	E	72.86
159	S33	18	54	E	39.94
160	S18	57	30	W	100.37
161	S25	28	24	E	134.38
162	S35	34	00	E	426.20

NO		BRNG/DELTA		RADIUS	LENGTH
163	S46	08	21	E	522.00
164	S22	22	08	E	643.00
165	S57	21	53	E	24.77
166	S14	39	29	E	40.44
167	S15	23	46	E	247.58
168	S36	44	17	W	10.88
169	S66	24	53	W	86.84
170	S81	34	07	W	64.06
171	S32	01	00	W	45.00
172	S54	06	07	W	135.42
173	S35	29	42	W	39.49
174	S08	57	52	W	104.77
175	S30	29	31	W	110.62
176	S00	00	42	E	35.00
177	S22	38	27	E	59.81
178	S00	28	59	W	78.53
179	S31	13	14	E	118.11
180	S89	30	01	E	138.22
181	S17	15	21	W	65.00
182	S28	37	03	E	59.23
183	S73	30	30	E	94.85
184	S52	57	06	E	104.47
185	S20	18	21	E	115.81
186	S48	50	52	E	35.87
187	S09	53	28	E	50.00
188	S22	26	22	E	107.00
189	S26	17	47	E	220.76
190	S68	37	37	E	34.49
191	S62	41	05	E	169.00
192	S85	56	32	E	26.82
193	S36	37	21	E	184.90
194	S74	07	44	E	94.85
195	S36	37	21	E	17.25
196	S71	02	45	E	49.47
197	S38	37	21	E	18.98
198	S71	53	36	E	49.47
199	S35	37	21	E	16.88
200	S74	02	15	E	55.53
201	S36	37	21	E	16.54
202	S72	51	43	E	58.73
203	S04	04	24	E	65.23
204	S66	45	40	E	11.14
205	S28	02	04	E	55.45
206	S33	41	21	W	89.28
207	S60	24	34	W	19.51
208	S01	29	14	E	15.00
209	S60	24	34	E	111.99
210	S22	54	27	E	64.41
211	S53	18	50	E	6.90
212	S17	53	18	E	64.20
213	S45	56	53	E	6.12
214	S13	20	29	E	63.44
215	S06	45	58	E	63.24
216	S08	58	17	E	74.88

EXHIBIT "B"
CONSERVATION
EASEMENT AREA



4080 COUNTY CENTER DRIVE, SUITE 100
TAMECULA, CALIFORNIA 92051-6022
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SHEET 13 OF 14 SHEETS

REVISIONS: REVISED APRIL 9, 2008
SCALE: 15100251-M41
JOB NO. 15100251-M41

H:\Projects\15100251\Drawings\Conservation\25113.dwg
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 4/10/08 2:48 pm

EXHIBIT "B"
CONSERVATION
EASEMENT AREA



4080 COUNTY CENTER DRIVE SUITE 100
TEJASQUA CALIFORNIA 92581-6022
951.672.6042 • FAX 951.672.7240 • WWW.RBF.COM

PLANNING ■ DESIGN ■ CONSTRUCTION

SHEET 14 OF 14 SHEETS

(NO)	BRNG/Delta	RADIUS	LENGTH
217	19°17'48"	521.00'	175.47'
218	34°30'01"	1021.00'	614.79'
219	S72°48'50"E	---	103.28'
220	S85°43'28"E	---	76.41'
221	S89°01'20"E	---	342.60'
222	S60°57'24"E	---	62.33'
223	S89°01'20"E	---	55.00'
224	N13°43'37"E	---	93.28'
225	N13°43'37"E	46.00'	63.58'
226	N51°47'00"E	---	88.80'
227	N37°24'05"E	---	52.31'
228	N07°53'30"W	---	75.21'
229	N21°05'38"E	---	44.71'
230	N00°58'40"E	---	91.46'
231	S6°48'25"	46.00'	77.72'
232	N42°12'27"E	(R)	8.00'
233	N00°29'52"E	---	130.26'
234	S89°38'31"E	---	629.26'
235	12°48'30"	522.00'	118.84'
236	N21°07'09"W	(R)	58.00'
237	S68°18'30"W	---	24.89'
238	N25°22'50"W	---	23.09'
239	09°08'08"	102.00'	18.20'
240	N16°16'42"W	---	50.00'
241	23°57'05"	64.00'	28.75'
242	N30°49'07"E	---	50.54'
243	N10°37'54"W	---	285.08'
244	24°43'01"	272.00'	117.34'
245	N79°57'28"W	---	90.63'
246	N10°37'54"W	---	380.85'
247	06°02'57"	587.00'	61.97'
248	12°49'30"	578.00'	129.38'
249	N10°02'32"E	---	56.00'
250	24°01'33"	328.00'	137.54'
251	N10°37'54"W	---	101.25'
252	N22°44'08"W	---	65.02'
253	N25°14'20"W	---	101.68'
254	N77°27'13"W	(R)	26.07'
255	74°37'42"	43.00'	56.01'
256	N27°55'05"E	---	24.95'
257	N25°14'20"W	---	81.89'
258	N36°01'16"W	---	35.09'
259	N00°11'00"E	---	14.11'
260	N51°24'44"W	---	31.27'
261	N89°32'42"W	---	38.03'
262	S73°17'44"W	---	34.84'
263	N14°14'45"E	---	679.82'
264	S88°44'15"E	---	138.40'
265	S05°02'57"W	---	46.84'
266	S31°46'14"W	---	96.38'
267	S14°24'56"W	---	47.83'
268	35°43'58"	110.00'	68.80'
269	23°29'21"	---	56.28'
270	S28°03'53"E	---	11.04'

DATA TABLE

(NO)	BRNG/Delta	RADIUS	LENGTH
271	S23°18'58"W	---	54.61'
272	S8°17'05"	154.00'	237.29'
273	S70°28'22"E	---	71.59'
274	S18°28'01"W	---	60.97'
275	S04°04'54"W	---	38.91'
276	S25°14'30"E	---	128.40'
277	N72°42'17"W	(R)	14.00'
278	S5°49'56"	43.00'	72.67'
279	N10°27'47"E	(R)	30.07'
280	N22°53'03"W	---	72.95'
281	N10°57'54"W	---	167.81'
282	N79°57'28"W	---	69.50'
283	N00°29'59"E	---	12.00'
284	N30°15'40"W	(R)	2.00'
285	16°44'08"	180.00'	52.58'
286	N53°48'48"W	---	1095.09'
287	N07°50'40"E	---	1868.95'
288	N50°00'00"E	---	691.60'
289	N57°41'23"E	---	209.37'
290	N48°28'12"E	---	481.00'
291	N44°49'36"E	---	1853.09'
292	05°45'40"	163.00'	16.39'
293	03°12'29"	600.00'	33.59'
294	11°09'09"	750.00'	145.99'
295	S88°20'34"W	---	220.02'
296	25°28'07"	717.00'	318.30'
297	S42°54'27"W	---	1003.93'
298	S04°28'42"E	---	29.88'
299	S47°05'33"E	---	237.60'
300	N05°23'07"E	---	213.09'
301	N89°38'31"W	---	300.00'
302	S05°23'07"W	---	200.77'
303	N82°50'25"E	---	216.21'
304	S9°48'02"	46.00'	48.01'
305	S82°50'25"W	---	219.72'
306	28°02'35"	46.00'	22.51'
307	N88°54'48"W	---	321.73'
308	N14°14'45"E	---	30.81'
309	N18°28'01"E	---	30.81'
310	N88°44'15"W	---	502.48'
311	N01°15'45"E	---	9.99'
312	28°51'23"	30.00'	15.11'
313	23°24'28"	285.00'	116.44'
314	64°22'33"	50.00'	56.18'
315	18°28'52"	120.00'	38.64'
316	N30°50'16"E	---	29.23'
317	N57°11'31"E	---	59.17'
318	47°57'00"	20.00'	16.74'
319	N09°14'31"E	---	109.28'
320	N20°36'55"E	(R)	52.17'
321	14°16'30"	521.00'	129.80'
322	N83°39'35"W	---	21.20'
323	09°55'38"	581.00'	100.66'
324	N04°06'11"E	---	269.52'

DATA TABLE

H:\P04\15100251\Drawings\ASSTCONSTR.DWG THEROOP 4/10/08 2:46 PM

Exhibit C

Mitigation Plan

. **[See Attached]**

From: Rose Corona rose.corona@teamrcd.org
Subject: Re: Bowervine and Crabapple drainage
Date: December 1, 2023 at 2:32 PM
To: teri.biancardi@teamrcd.org



Teri,

Please add the following to the agenda:

Discussion of Greer Ranch CE and the requirements for TEAM RCD and ongoing issues with fire insurance issues at Greer Ranch

Thank you.

Rose Corona

On 2023-11-13 12:30, teri.biancardi@teamrcd.org wrote:

Hi Rose,

At our last meeting, you mentioned something about the legal battle between Lennar and the homeowners (Greer Ranch HOA?) about the Bowervine and Crabapple parcel. HOA manager Dana said it has become a real issue with the homeowners as well as Cal Fire who may begin to issue violations, and I have since had a vm from Murrieta FD.

I am concerned this is a delicate and potentially difficult situation and I wonder if you would mind filling me in on our District's obligations and the background? Perhaps help me navigate it? I would appreciate any assistance you can give.

Many thanks,

Teri

From: Brandt, Jeff@Wildlife Jeff.Brandt@wildlife.ca.gov
Subject: received 3 emails on Greer Ranch CE
Date: November 16, 2023 at 7:51 AM
To: Rose Corona rose.corona@teamrcd.org
Cc: Brandt, Jeff@Wildlife Jeff.Brandt@wildlife.ca.gov



Rose--
I received 3 emails--need to work this into my schedule--I'm off next week and will have time to read these. Let's talk after Thanksgiving.
Jeff

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

From: Rose Corona <rose.corona@teamrcd.org>
Sent: Thursday, November 16, 2023 7:29 AM
To: Brandt, Jeff@Wildlife <Jeff.Brandt@wildlife.ca.gov>
Subject: Greer Ranch CE

WARNING: This message is from an external source. Verify the sender and exercise caution when clicking links or opening attachments.

Jeff,

I am sending this in three parts because the size of the document in one swoop is too big. At the present time Lennar and the HOA at Greer are trying to work on coming to some sort of agreement regarding the responsibility of the Conservation Easement that was not officially turned over to the HOA years ago. I would appreciate it if you could review TEAM's responsibilities as outline here since I believe they are minimal. If they are not, please let me know. The Long Term maintenance only says picking up man made debris and making a report and weed control. It does not say fire abatement or control and therefore we have over the years pointed out that we (TEAM) cannot modify the CE and we are only responsible for what is laid out in the CE itself. There is an issue regarding the fact that a lot of homeowners have had their insurance rates go up or cancelled altogether due to the fuel load that exists in the CE and we have offered to clean up some of this at a cost to the HOA. Obviously, there are some issues because the HOA doesn't officially have control over the CE because it was never given to them by Lennar.

Also there are other agencies involved including the State of California, City of Murrieta, Flood Control and a lot of other people so there a lot of cooks in the kitchen not to mention CDFW. I would appreciate it if you could clarify this for me so I can forward it to the appropriate people. It has been our position that until the issue is resolved between Lennar and the HOA, that we should not intervene in that without additional funds into the CE, the cost of performing additional work is prohibitive.

Thank you for your assistance.

Rose Corona

November 29, 2023

Mx. Teri Biancardi
President
Temecula-Elsinore-Anza-Murrieta Resource Conservation District
Post Office Box 2078
Temecula, California 92593-2078

RE: 2024-25 Renewal Questionnaire

Dear Mx. Biancardi,

Annually, SDRMA requires members to complete and submit a Renewal Questionnaire (RQ) to ensure we are collecting accurate data from our members as it relates to exposure (payroll, operations budgets, etc..) and any changes in operations so that we can ensure we are providing the broadest coverage protection possible for our members. We continue to closely monitor trends in the insurance market and evaluate options to offer the most extensive coverage at the lowest possible rate. As a result of our analysis, staff has determined that transitioning the renewal cycle and sending out the renewal questionnaire earlier in the year allows us to better sync up with our reinsurance market's timing for renewals and receive information earlier in the cycle. The renewal for 2024-25 will require a questionnaire submitted by January 16, 2024, and then again in September 2024 for the 2025-26 program year, which will be the new reporting period going forward. Our hope is that we will get estimates from our partners during the year which in turn allows us to provide our members with more accurate information sooner rather than later.

As of December 1, 2023, the RQ will be available and ready for your submission in the [MemberPlus™](#) Online portal at www.sdrma.org. **The deadline to submit the 2024-25 RQ is January 16, 2024.** If the RQ is not submitted by the deadline, your agency will be subject to a cap in coverage and penalty charge.

Credit Incentive: If your agency's RQ is completed and submitted electronically through [MemberPlus™](#) by December 15, 2023, a \$75 credit will be applied on the 2024-25 renewal invoice. Any RQ submissions received after December 15, 2023, will not receive the credit incentive.

For your convenience, the RQ can be accessed through the RENEWAL QUESTIONNAIRE drop down after you login to [MemberPlus™](#). A copy of the RQ can be viewed or printed while online, and important online instructions can be viewed or printed for each section. To ensure proper coverage, please review all information and confirm that it is accurate and current.

Part of the SDRMA Renewal Questionnaire requires that all scheduled item lists be reviewed to confirm your agency's property, equipment, vehicles, and trailers are scheduled correctly. As you review your agency's property inventory, the 2024-25 building and contents values will have the property trending factor of 5% applied. Properties added to your policy during the current policy year or appraised within the last year will not be impacted by the trending factors until the next renewal for 2024-25. If your agency does not have any scheduled property, these trending factors will not apply.



SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

Per SDRMA board policy, at each renewal SDRMA trends property values based on industry trending factors. Property trending factors can represent increases or decreases in the property values to reflect inflation of construction, building materials and other costs associated with replacement or repair of damaged property.

Important reminder: Also available in [MemberPlus™](#), under the RISK CONTROL dropdown you will find the **Credit Incentive Program Criteria**, and your agency's **CIP Status Report**. The deadline to earn CIP credits for the 2024-25 program year is March 31, 2024. For other important dates, please reference the **Important Dates to Remember** under QUICK LINKS.

As a reminder, members considering withdrawal from the Property/Liability Program are required to submit a "Notice of Intent to Withdraw" according to SDRMA Bylaws by April 1 or the notice will not be valid. This notice can be sent via email or mail, and can be rescinded up until June 1, 2024, giving your agency enough time to obtain quotes and consider options. **We require the submission of the RQ, even if a Notice of Intent to Withdraw is submitted**, so that we may provide your agency with an accurate renewal indication for your consideration. For questions about the SDRMA withdrawal policy, please contact our Member Services Manager, Wendy Tucker at wtucker@sdrma.org.

On behalf of the SDRMA Board of Directors and our entire risk management team, thank you for completing this annual information requirement! Please do not hesitate to contact Member Services at memberplus@sdrma.org or 800-537-7790 for assistance.

Sincerely,
Special District Risk Management Authority

Brian Kelley, MBA, ARM
Chief Executive Officer



MALIA M. COHEN
CALIFORNIA STATE CONTROLLER

November 20, 2023

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

SUBJECT: 2022-23 Special District Financial Transactions Report

Dear District Fiscal Officer:

This letter provides information regarding the 2022-23 Special District Financial Transactions Report (FTR). Government Code (GC) section 53891 requires that the financial transactions of each local agency be submitted to the State Controller's Office (SCO) within seven months after the close of the fiscal year or within the time prescribed by the Controller, whichever is later. The report must contain underlying data from audited financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP), if this data is available.

The FTR is due to SCO by January 31, 2024. Reporting instructions, including COVID-19 reporting guidance, and information for the 2022-23 Special District FTR are available on the SCO website at https://www.sco.ca.gov/ard_locinstr_districts_forms.html.

To file your FTR, visit Local Government Reporting System Online (LGRS Online) at <https://lgrsonline.sco.ca.gov>. The entity type, username, and password for the web-based reporting program are:

Entity Type: Special Districts
Username: Temecula Elsinore Anza Murrieta Resource Conservation District
Password: Ab#12363304300

The 2022-23 FTR cover page can be signed electronically on LGRS Online.

Blended component units (BCUs), although legally separate entities, are, in substance, part of the primary special district operations. According to GAAP, the financial data from BCUs should be integrated into the appropriate primary special district funds for reporting purposes. The financial data of BCUs must be included in the primary Special District FTR.

BCUs that meet the requirements to be a Special District, as defined in GC section 12463(d)(2), must separately prepare and submit the Special District FTR to SCO.

District Fiscal Officer

November 20, 2023

Page 2

Please note that in accordance with GC section 12464, if the reports are not made in the time, form, and manner required — or there is reason to believe that a report is false, incomplete, or incorrect — SCO is authorized to conduct an investigation to obtain the required information. Any costs incurred by SCO as a result of such an investigation shall be borne by the district.

GC section 26909 requires an audit to be completed and filed with our office within 12 months after the close of the fiscal year(s) under examination. Please email an electronic copy to SDsupport@sco.ca.gov.

If you have any questions, please contact the Special District Reporting Unit at SDsupport@sco.ca.gov or (916) 327-1017.

Sincerely,



Edward Serafica
Supervisor
Special District Reporting Unit

Enclosure

Top Ten Reporting Issues for Special District Financial Transactions Report

1. A Special District that has no financial transactions during the year must file the Cover Page form and the General Information form of the Special District Financial Transactions Report (FTR), stating "No Activity" on the Cover Page form. A Special District that has no financial transactions but has outstanding debt taken out in the Special District's name must report the debt and any debt payments on the appropriate Debt and Statement of Revenues, Expenditures, and Changes in Fund Balances forms.
2. The activity type must reflect the services the Special District provides. Select the type of governmental/enterprise activity for which this report is being prepared.
3. Major variances require footnotes. If there is an overall reporting change, add an explanation in the Comments form. Access the footnote panel by double-clicking on the field in which the balance was reported. Invalid footnotes will be questioned by staff upon review of the FTR. Simply noting "Correct," "Confirmed OK," or "increase/decrease" is not acceptable. Please indicate what caused the variance (e.g., New Assembly Bill 1234 law enforcement grant).
4. The Other fields on the revenue and expenditure forms are for items that do not apply to a hard-coded field elsewhere on the form. Please review all of the fields on the forms before reporting an item as Other. A footnote is required for those entries.
5. Include a footnote to explain the reason for a prior period adjustment exceeding 20% of the Fund Balance/Net Position, Beginning of Period.
6. Report residual equity transfers and transfers of capital assets as Transfer In and Transfer Out. Include a footnote to explain why and where a transfer was made.
7. The Appropriations Limit Information form must be completed by all special districts that receive property taxes and are subject to the provisions of California Constitutional Article XIII B. Refer to California Constitutional Article XIII B for specific information on this requirement. If the Special District is exempt from having an appropriation, note that in the General Comment form. Failure to report your Appropriations Limit might affect your mandated cost reimbursement.

8. If the Special District has any debt reported on the debt forms, the activity reported on the debt form must match the activity on the governmental/enterprise form (i.e., Fire Protection activity reported on the governmental form must have Fire Protection selected as the activity type on the debt form). All debt reported must have Principal and Interest (P&I) payments. If there are no P&I payments, include footnotes to explain why there are no current-year payments.

- Long-Term Debt

- Principal Amount Issued During Fiscal Year

- Report the total amount of principal issued during the fiscal year on the appropriate Long-Term Debt form.
- Use a separate form for each debt issued.
- For Governmental Activities, the principal amount issued must also be reflected on the Governmental Activity's Revenues, Expenditures, and Change in Fund Balance form, on a Long-Term Debt Proceeds line.

- Principal Amount Matured During Fiscal Year

- Report the amount of principal paid during the fiscal year on the Long-Term Debt form. Do not include the current portion of principal amounts that are payable in the following fiscal year or the interest payment during the fiscal year.
- For Governmental Activities, the principal payments reported must also be reflected on the Governmental Activity's Revenues, Expenditures, and Changes in Fund Balance form on the Retirement of Long-Term Debt line.

- Interest Payment During the Fiscal Year

- Report the amount of interest paid during the fiscal year on the Long-Term Debt Form.
- Report interest payments on the Interest on Long-Term Debt/Interest Expense line of the Revenues, Expenditures, and Changes in Fund Balance form of the governmental or enterprise activity related to the debt.

- Other Long-Term Debt

- Do not include liability type debts that have no P&I payments [e.g. Compensated Absences and Other Post-Employment Benefits] or interfund loans (e.g., copiers, vehicles, etc.) on the Long-Term Debt forms as Other Long-Term Debt.

9. Improvement District, Special Assessment, Mello-Roos, and Marks-Roos Bonds

- Improvement District (1911 Act, 1913 Act, and 1915 Act), Other Special Assessment, Mello-Roos, and Marks-Roos bonds and Other Nonagency debts are liabilities of property owners to bondholders and not primary liabilities of the local agency. Any transactions and balances relating to these bonds should not be reported elsewhere in the FTR, but on the Long-Term Debt form only. Unless the debt is backed fully by the faith and credit of the government or fully or partly backed by some other type of the general government commitment.

10. We cannot grant extensions to submit reports. If you are unable to submit your report, please contact the Special District Reporting Unit at SDsupport@sco.ca.gov or (916) 327-1017. Audited financial statements can also be submitted electronically to the same email address. You must submit the signed Cover Page.

Subject **Statement of Filers - Form-700 Filing Officials for Agencies and Special Districts under Riverside County as the Filing Authority/Code Reviewing Body**



From Boydd, April <ABOYDD@RIVCO.ORG>
To Boydd, April <ABOYDD@RIVCO.ORG>
Cc Rector, Kimberly <KRECTOR@RIVCO.ORG>
Date 2023-12-01 09:41

- Duties of Filing Officers Filing Officials 18115 (003) (005).pdf (~106 KB)

Dear Form-700 Filing Officials for Agencies and Special Districts under Riverside County as the Filing Authority/Code Reviewing Body:

This is a friendly reminder that the FPPC requires all Statement of Filers be submitted to the Clerk of the Board as the Filing Officer, by **December 15th**.

Regulation 18115 section (b) (subsection 5) instructs Filing Officials to Notify the Filing Officer no later than December 15 of each year of the **names and positions of every person whose statements must be forwarded to the Filing Officer at the Clerk of the Board.**

For reference, please see attached “Duties of Filing Officers Filing Officials 18115.” Please let me know if you have any questions.



Best regards,

April Boydd

Assistant Clerk of the Board
Riverside County Clerk of the Board of Supervisors
4080 Lemon Street, 1st Floor, Room 127
Riverside, CA 92501
Phone: (951) 955-1047
Fax: (951) 955-1071
Mail Stop #1010
aboydd@rivco.org
<http://rivcocob.org/>
<https://www.facebook.com/RivCoCOB/>

“Never lose sight of the fact that the most important yardstick of your success will be how you treat other people – your family, friends, and coworkers and even strangers you meet along the way.”

~BPB

1 Adopt 2 Cal. Code Regs. Section 18115 to read:

2 **§ 18115. Duties of Filing Officers and Filing Officials – Statements of Economic Interests.**

3 (a) A filing officer is the person or agency which receives and retains original statements
4 of economic interests. A filing officer’s duties with respect to a statement submitted in paper
5 format are set forth in Regulation 18115.1, and a filing officer’s duties with respect to a
6 statement submitted electronically through the Commission’s electronic filing system or an
7 electronic filing system approved by the Commission are set forth in Regulation 18115.2. In
8 addition, a filing officer shall:

9 (1) Supply the necessary forms and manuals prescribed by the Commission.

10 (2) Determine whether the proper statements have been filed and whether they conform
11 on their face with the Act’s requirements. In determining if statements conform on their face to
12 the Act’s requirements, the filing officer must review the information contained in at least 20
13 percent of the statements which are filed on time, at least half of which must be selected on a
14 random basis, and the information contained in all statements which are filed late, to determine
15 whether:

16 (A) The summary page is completed correctly, and all schedules applicable to the filer
17 are either attached or checked “no reportable interests.”

18 (B) The attached schedules include all required descriptive information for each financial
19 interest.

20 (C) Information on one schedule suggests that required information is omitted on either
21 that schedule or another schedule.

1 (3) Promptly notify the filer if a required statement has not been filed or if the review of
2 the schedules in subdivision (a)(2) indicates that the statement is incomplete or incorrect in any
3 material respect.

4 (4) After making at least two attempts at attaining compliance, report any apparent
5 violation of the Act to the appropriate agencies. The filing officer shall obtain updated contact
6 information for the filer associated with an apparent violation and provide that information when
7 reporting the apparent violation consistent with Regulation 18360. An apparent violation exists
8 when:

9 (A) The filing officer knows or has reason to know that the statement contains material
10 inaccuracies or omissions.

11 (B) A filer fails or refuses to file all or a part of a statement required by the Act or
12 Commission Regulations adopted pursuant to the Act after the filing officer has provided
13 reasonable notice of the filer's failure to file a complete statement.

14 (5) Compile and maintain current lists of all statements required to be filed with the
15 agency and all those actually filed with the agency.

16 (b) A filing official is the person or agency who receives statements of economic interests
17 and forwards those statements to the filing officer pursuant to Section 87500. A filing official's
18 duties with respect to a statement submitted in paper format are set forth in Regulation 18115.1,
19 and a filing official's duties with respect to a statement submitted electronically through the
20 Commission's electronic filing system or an approved electronic filing system are set forth in
21 Regulation 18115.2. In addition, the filing official shall:

1 (1) Supply the necessary forms and manuals prescribed by the Commission.

2 (2) Forward a statement to the filing officer no later than five days after the filing
3 deadline or five days after receipt in the case of a late-filed statement, and forward any
4 amendment to a statement to the filing officer no later than five days after receipt of the
5 amendment.

6 (3) Notify the filing officer of any of the following events within 10 days of the event's
7 occurrence:

8 (A) An election held in the jurisdiction. If such an election is held, the official subject to
9 this subdivision shall provide the filing officer the names of the candidates, the persons elected,
10 and the office to which each person was elected.

11 (B) A new appointment to a position specified in Section 87200 or a designated position.
12 The notification shall specify the date the filer assumed the position.

13 (C) A vacancy in a position specified in Section 87200 or designated position. The
14 notification shall specify the date the previous filer who occupied the position left the position.

15 (D) Any other event affecting statement of economic interest filing obligations.

16 (4) Compile and maintain current lists of all statements required to be forwarded to the
17 filing officer and all those actually forwarded to the filing officer.

18 (5) Annually notify the filing officer of the names and positions of every person whose
19 statements are required to be forwarded to the filing officer no later than December 15.

20 (6) For an agency for which the Commission is the filing officer, update each filer's
21 information within the Commission's electronic filing system upon the occurrence of any event

1 specified in subdivision (b)(3). If the agency uses an approved electronic filing system, the filing
2 official shall also update each filer's information within that system to ensure autonomous data
3 exchange.

4 (c) An official who is both a filing officer under subdivision (a) and a filing official under
5 subdivision (b) shall fulfill the duties of both subdivisions.

6 (d) A filing officer who is a city clerk or county clerk shall comply with the posting and
7 notification requirements of Section 87505.

8 Note: Authority cited: Section 83112, Government Code. Reference: Sections 81010, 81010.5,
9 87500, and 87500.2, Government Code.

Subject **Going Green For November: Your Guide To A Watershed-Friendly Thanksgiving**

From Riverside County Watershed Protection Program
<RCWatershed@gmail.com>

To <manager@teamrcd.org>

Reply-To <RCWatershed@gmail.com>

Date 2023-11-17 15:03



Is this email not displaying correctly?
[View it in your browser.](#)



RCWatershed.org Report illegal dumping (800) 506-2555


A GREEN MONTH OF GRATITUDE

Hello there, Riverside County friends!

As we gear up for a delightful Thanksgiving feast, let's also take a moment to show our gratitude to the waterways that sustain us. Small watershed-friendly choices can make a big difference, so why not make this Thanksgiving an opportunity to give back to Mother Earth? Here are some easy-peasy tips that can help you celebrate while keeping our beautiful Riverside County environment in mind:

1. **Mindful Meal Planning:** Opt for locally sourced, seasonal produce for your Thanksgiving spread. Supporting local farmers not only ensures fresher ingredients but also reduces the carbon footprint associated with long-distance transportation. Planning also helps save money by preventing over purchasing!



 **Bonus Tip!** Create a list of items you'll need to properly plan ahead!

2. **Minimize Food Waste:** Aim to minimize food waste by planning portion sizes carefully. Leftovers can be shared or donated to local shelters, fostering a spirit of giving and community support.



Bonus Tip! *If your leftovers cannot be donated and are no longer edible, place them in your green bin or compost them!*

3. **Avoid a Costly Watershed Disaster:** Cooking oil should never go down the drain! It can clog your drains and pipes and result in flooding. Instead, collect it in a sealed container and drop it off at a local Household Hazardous Waste (HHW) center. This simple step can prevent clogs that don't allow water to flow through to our waterways properly and protect our precious aquatic life.



Bonus Tip! *Look through your storage to see if there are other items you can take to your local HHW center to make the trip more worthwhile.*

4. **Choose Reusable Tableware:** If you are looking to skip the dirty dishes, opt for reusable or compostable tableware instead of disposable options. It not only adds a touch of elegance to your gathering but also reduces the amount of single-use plastics and paper products ending up in landfills.



Bonus Tip! *Keep a recycling and waste bin nearby for guests to easily discard their items.*

Need more tips? Visit our website below to read more about how you can create an even more watershed-friendly Thanksgiving event!

[Learn More](#)

Riverside County Events

Since our last newsletter, we've been out and about, making waves in the community! At Jurupa Valley's Spooktacular Event on October 28th, we had a blast engaging with fellow community members and discussing the importance of maintaining clean waterways in Riverside County. The atmosphere was lively and filled with exciting activities like carnival-style games, laser tag, and Dia de los Muertos festivities.



During this event, we handed out

- 95 canisters for sustainable pet waste disposal
- 1 pen & 35 pencils
- 35 gardening gloves
- 75 rulers
- 30 stickers
- lots of candy!

Thank you to everyone who visited our booth and showed enthusiasm for our cause!



Missed us this time? Don't worry! Mark your calendars for our next event, the **9th Annual Cathedral City International Hot Air Balloon Festival**. We'll be attending on the 18th so make sure to catch us at this event or follow along to learn about our next events.

[More Information](#)

Community Spotlight!

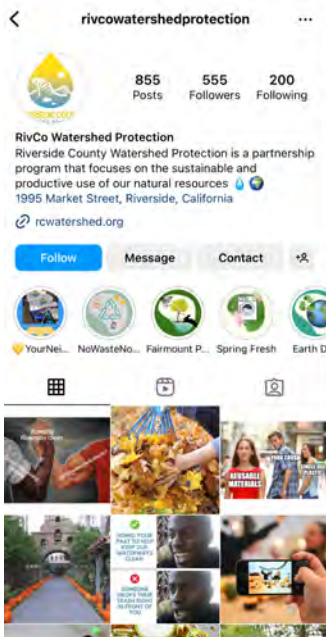


Get ready to explore one of Riverside County's pride and joys, **Mount Rubidoux!** This cherished landmark stands as a testament to the rich history and vibrant community spirit that defines the area. Some fun facts about this gem of Riverside County:

1. Mount Rubidoux is located in the Santa Ana River Watershed.
2. It is home to the iconic cross, a historical landmark that has stood tall since 1907, making it a symbol of unity and community spirit.
3. It offers picturesque hiking trails that attract locals and tourists alike, providing breathtaking views of Riverside County and the surrounding landscapes.
4. The mountain hosts various community events, picnics, and gatherings, fostering a strong sense of togetherness and camaraderie among residents.
5. Its lush greenery and diverse wildlife provide a haven for nature enthusiasts, offering a serene escape from the hustle and bustle of city life.
6. Mount Rubidoux boasts eco-friendly initiatives, including regular clean-up drives and conservation projects, fostering a sustainable and environmentally responsible community.

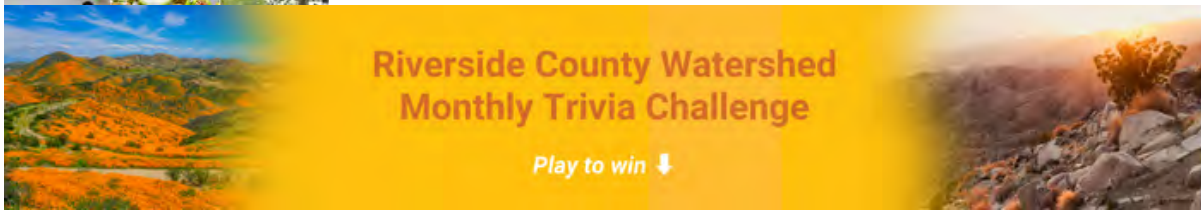
Follow Us On Facebook and Instagram!

Want to stay in the loop with the latest tips, news, and exciting updates about our beautiful local environment? We've got just the thing for you! Find us on Facebook at Riverside County Watershed Protection and on Instagram @rivcowatershedprotection. Hit that "follow" button and join us in protecting and celebrating Riverside County's natural beauty!



Instagram

Facebook



Introducing our new newsletter section, our very own Riverside County Watershed Monthly Trivia Challenge!

Let's test your Riverside County knowledge! Be the first person to answer the following question correctly via email to get a \$5 gift card!

How many watersheds are in Riverside County and what are their names?

Here's a tip: The answer is on our [website](#).

Interested in more resources? Below are a few useful and quick resources for county residents!



Have you seen illegal dumping or chemicals flowing into storm drains?



Dispose of your toxic items at a collection center near you.



Request a pollution prevention watershed presentation for your class

today.

[Report Pollution](#)

[Drop Off HHW](#)

[Schedule a Presentation](#)

[Forward to a friend](#)

Funded by the Cities and County of Riverside, Riverside County Flood Control and Water Conservation District and Coachella Valley Water District.

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County of Riverside California

From: CDFA Office of Environmental Farming and Innovation cdfa.oefi@cdfa.ca.gov
Subject: CDFA Healthy Soils Program Announces Preview of Request for Grant Applications
Date: December 11, 2023 at 11:16 AM
To: teribiancardi@icloud.com



CDFA Healthy Soils Program Announces Preview of Request for Grant Applications

The California Department of Food and Agriculture (CDFA) is pleased to provide a preview of the 2024 Healthy Soils Program (HSP) direct-to-farmer Incentive Grants Request for Grant Applications (RGA). CDFA is providing a preview of the RGA ahead of the solicitation period so potential applicants and technical assistance providers can have time to review it and prepare.

CDFA expects to announce the official Request for Grant Applications and open the solicitation, along with the application tool, on January 8, 2024, for a three-week application period. CDFA will make the official announcement via press release, social media, and its subscriber listserv. Additional and updated resources will also be posted at that time.

HSP is making available approximately \$11 million for direct-to-farmer/rancher incentives, available as 3-year grants to implement on-farm conservation management practices.

The Healthy Soils Program stems from the [California Healthy Soils Initiative](#), a collaboration of state agencies and departments that promotes the development of healthy soils on California's farmlands and ranchlands. The objectives of the HSP are to increase statewide implementation of conservation management practices that improve soil health, sequester carbon, and reduce atmospheric greenhouse gases (GHGs) by:

1. Providing financial incentives to California growers and ranchers to implement agricultural management practices that sequester carbon, reduce atmospheric

- GHGs, and improve soil health
2. Funding on-farm demonstration projects that conduct research and/or showcase conservation management practices that mitigate GHG emissions and improve soil health, and
 3. Creating a platform promoting widespread adoption of conservation management practices throughout the state.

For information on eligibility and program requirements, prospective applicants should visit the HSP – Incentives website at

www.cdfa.ca.gov/oefi/healthysoils/incentivesprogram.html.

[Learn More About HSP - Incentives](#)

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