

CONSENT CALENDAR

MINUTES

MINUTES

EMARCD

Elsinore-Murrieta-Anza Resource Conservation District

Thursday, March 10, 2016 4:00 PM

**Truax Building
41923 Second Street, Ste. 401
Temecula, CA 92590**

I. PRELIMINARY FUNCTIONS

Call to Order-4:00 pm, meeting recorded by Rose Corona

Flag Salute

Roll Call:

Directors Present: Rose Corona, Carol Lee Brady, Michael Newcomb, Dave Kuhlman (arrived later)

Directors Absent: Vicki Long

Associate Directors Present: Randy Feeney, Dave McElroy, Rick Neugebauer

Deputy Counsel Present: Melissa Cushman-Riverside County Counsel (arrived later)

County Counsel Absent: Greg Priamos

Bob Hewitt: Absent

Guest Speakers: None

Public: None

MOTION TO APPROVE AGENDA: Motion made by Director Brady. Seconded by Director Newcomb. Motion passed 3-0.

II. CONSENT CALENDAR/CORRESPONDENCE/FINANCIALS

Acting President Corona asked for a motion to approve the consent calendar with consideration to a minor change to pull the financial audit of Nigro & Nigro because of some additional paperwork that had arrived that she wished to address later in the meeting.

Associate Director Neugebauer indicated that he had a question, and when recognized, asked if the public needed to be provided a request form in order to speak. District Counsel Cushman said that there isn't one required by law; but that the Board could create forms if desired. With the clarification provided by Ms. Cushman, Associate Director Neugebauer said that his question was only because of the language in the agenda and he didn't see a need to have a form created at this time.

Director Brady made a motion to approve the consent calendar with the exception of the audit report. Second by Director Newcomb. No discussion. Call for vote. **Motion passed 3-0.**

III. ACTION ITEMS/ DISCUSSION CALENDAR

ADDED DISCUSSION ITEM BY DIRECTOR CORONA – NIGRO & NIGRO FINANCIAL AUDIT

General Counsel Cushman asked if Acting President Corona was going to discuss the audit report, and Director Corona responded in the affirmative. Ms. Cushman indicated that it was appropriate to move into that discussion at this time.

Director Corona stated that the audit is completed and final. The following discussion took place (text copied directly from the verbatim transcript):

(BEGINNING OF TRANSCRIPT AT THIS POINT IN THE MEETING):

Rose: Okay. The audit is completed and it's final, but what they sent, as you all... Well, some of you have copies. I didn't have enough for all three of you guys..

Michael: That's alright. I printed it all. I'm good.

Rose: But some people did print them out, and they still are in your packet, so you can read them there. But the one thing I just wanted to make a point of is that they had sent these cover letters to the Board of Trustees, and also to the Board of Supervisors, and they added one extra finding, that's what I wanted to make a note of, when they sent the packets out. So, it was an observation about cash disbursements, and it said, "The district does not have a pre-approval process for expenditures whereby a purchase order or check request form is completed and approved prior to the incurrence of the expenditure. Rather, the current Board policy is to approve expenditures prior to payment at a Board meeting. Also, management is not following the Board procedure to require two signatures on checks for amounts over \$1,000. There is no listing of prohibited purchases. And the recommendation is that the district adopt an expenditure pre-approval process for all expenditures so that the greater budget control can be executed. The Board must follow their current Board policy by requiring two Board signatures on checks disbursements over \$1,000 in value. The district also should adopt a listing of prohibited purchases."

Rose: Okay, now just keep in mind that this audit is based on up until June 30th. So, we have been performing a little bit differently since July 1st as far as some of these are concerned. But, there were some instances that they found in 2015 and '14 where checks were signed for over \$1,000 without two signatures, and they weren't brought forward to the Board for approval and that's what I think they're trying to address here. So we're gonna have to make sure that... We have been following that, the only thing that a purchase order, I guess we'd have to have a purchase. Right now, we've got very little expenditures. So, can I have some discussion about this? Or does anybody have some suggestions?

Michael: Well, ordinarily we have a budget, yeah?

Rose: Yes.

Michael: And if we've approved the budget, then those expenditures are somewhat pre-approved. So, are they saying that... Or at least that's how I understand it works. So are they saying that we should approve expenditures that have already been identified as expenditures in our budget?

Rose: Well, I believe what was happening, and this is just... Well, I know what was happening prior, was that we would get to a meeting, and then these checks had already been written and already been done without the Board knowing what they were for, because after the fact, I know that I was asking, and I know that Danny at the time was asking, "Where did this come from?" But it had already been paid and signed and sent. And I think that is their concern, that

somebody doesn't get out of control, one signing over \$1,000, there's gotta be more checks and balances. And the Board has an opportunity to ask about expenditures that come in, especially if you've got a general overall budget, maybe for accounting or for some odd... I shouldn't say odd, but something that we want to spend. And I, for example, I found something that was old, but it was from A & K Equipment or something, and I thought, "What is that?" And by the time I found it, it was for a repair on a printer, and it was like \$600, or \$500, something to that effect, I don't know the exact figure. But I think that's what they're saying. If they want purchase orders. I don't know that we necessarily need purchase orders right now, because we're bringing everything to the Board prior so they know what's being approved. Go ahead, Rick.

Rick: Well, I think some of the underlying issues here is that we really don't have a budget, things other than accounting, that's the only thing that's really a budgeted item for what we do monthly. So there's really no statutory budget that says, "We're spending \$10,000 a month, and here's what it's being spent for." I don't think we have that in place. So I think our projects are specific to... Let's say we need to hire a biologist, it becomes very specific to tasks right now. Not to say in the future that that could change and there needs to be a budget, which I think relates back to your comment. Well, we have a budget, we've already approved it, so why are we identifying each expense as it comes up? Because we don't really have an annual budget in place yet to identify all those costs. We don't know what they are.

Rose: Specific costs, I mean...

Rick: Specific costs.

Michael: Or even just broad categories. So I mean if we know we're going to be paying on average \$300 or \$400 for transcription services, okay, fine. We figure out what we believe our projected annual expenditures will be.

Rick: And those are in place.

Michel: Yeah, and as I understand, that's all that's really required is that we approve a budget that's reasonably detailed in category, from a category standpoint, and then any expenditures have already been approved. Now, if we're talking about extraordinary expenditures, then we've gotta follow the rules.

Rick: That are project specific.

Rose: Yeah. I think that I just wanted to bring that up to everybody's knowledge. And moving forward, we're gonna try to do that as we are. They had an example which they wanted the developer fees... They found that very difficult to know exactly what they went to, and what they're supposed to go to, and an accounting for them.

Rick: And that's being organized now?

Rose: Yeah, correct. And so I'm working on trying to organize it, and hopefully getting some help...

Rick: Basically create a customer chart of accounts, and who pays what, when. Who are our customers, per se, when we talk about accounting principles. And then a chart of accounts. I mean, we have everything in QuickBooks.

Rose: Right. And that's great. And we didn't really have that in the past, Michael, so...

Rick: And that's why the audit identified, stuff was being written, bills were being paid, and that's changed since last July. Everything comes to this Board for approval, because of what

happened in the past.

(END OF TRANSCRIPT AT THIS POINT IN THE MEETING)

1. DISCUSSION AND POTENTIAL VOTE TO FILL SEAT OF FORMER PRESIDENT AND OTHER DIRECTOR SEATS, IF NECESSARY AS A RESULT OF THE VOTE

Acting President Corona moved to Agenda Action/Discussion Item 1, and opened the floor to a nomination for President. Director Brady nominated Director Corona. District Counsel Cushman stated that the Board could either take a vote or continue the item until the other two directors are present. There was discussion regarding the process. Associate Director Neugebauer stated that he thought Director Corona had done a "tremendous job" for the District and that it would be the right thing to have her continue her leadership the next year, depending on the by-laws.

Director McElroy asked if there were by-laws that stated the rotation, and Director Corona answered that the Board votes for officers once a year. There was lighthearted discussion. Director Newcomb indicated that he had no one to nominate. He then seconded the nomination.

Director Corona closed the nominations; there was no further discussion. **Motion passed 3-0.**

Discussion began regarding remaining officers. Director Brady asked if a Director could be nominated if he/she were not present. District Counsel Cushman said that they could be; however it probably makes more sense to continue the vote until a meeting in which they are present so they can accept the nomination. There was agreement that the remaining officer openings would be addressed at the next meeting.

2. DISCUSSION AND POTENTIAL APPROVAL OF DATES FOR SPRING AREA MEETING, COSTS, AND RECOMMENDATION FOR SPEAKER(S)

President Corona turned the floor over to Director Newcomb for an update on the Spring Area Meeting plans. He reported that Fazeli Cellars is available and would be happy to be the site for the meeting. Dates available are April 30, May 3, May 14, May 21 and May 28. There was general discussion regarding dates, price and details regarding food, service, and a possible short presentation by Mr. Fazeli on the energy, water, and other conservation features of the recently constructed facility.

Director Corona moved to accept the date of May 14, 2016 for the Area Meeting in one of the meeting rooms at Fazeli Cellars, and approval of the menu price of \$35/person, all inclusive (bread, salad, main course and dessert, buffet style.) Director Brady seconded the motion. **Motion passed 3-0.**

Director Newcomb will contact Mr. Fazeli and advise him that we have committed to the date. Director Brady asked how the Region would be notified, and President Corona indicated that she would email all the RCDs, and that Mandy Parks had offered her assistance in helping coordinate everything including getting RSVPs for EMARCD.

Associate Director Neugebauer asked about the timing for the meeting, and Director Corona responded that the usual window has historically been between 11:00 and 2:00. Memorabilia bags were also discussed, including possible Wine Country items such as tastings or other items to showcase Temecula Wine Country. Director Newcomb, Director Corona, Director Brady and Associate Director Neugebauer agreed to reach out to contacts in the industry along De Portola Trail for possible participation in donations for baskets or goodie bags. The Board expressed excitement and enthusiasm at the prospect of hosting the event and reciprocating the past hospitality of other districts.

Director Corona added that she would like to discuss possible speakers at the next meeting, and requested that anyone with suggestions please forward them to her. She cited examples

such as the National Oceanographic and Atmospheric Association regarding El Nino and the potential impact to all RCDs (not just our region.)

3. DISCUSSION OF BEAR CREEK AND FAIRWAY ESTATES HOA EXPANSION OF CONTRACT FOR ADDITIONAL WORK

President Corona introduced the topic and turned the floor over to Associate Director Neugebauer, who reported that payment had not been received from the Bear Creek Master Association for work that EMARCD performed for them last year. He stated that it is not in our best interest to continue doing any additional work for them until the bill is paid, and that we may need to enter into collections.

Director Corona asked if he had been in communications with Bear Creek, and he responded that they had told him they were going to discuss it at their last Board meeting, which he believed was held on March 1st. There has been no response from them on two issues: 1) The outstanding bill, and 2) A quote for additional work, for which EMARCD had sent them in an RFP.

Director Corona asked if there had been a response from Fairway Estates, and Mr. Neugebauer said that there had not; and that no additional work would probably be performed unless a biologist could be brought in because we now are in nesting season. Director Corona stated that she had spoken to Hugh Wood, who said that parts, but not all, of the work could probably be performed at this point.

Associate Director Neugebauer continued the discussion and said that the main part of the work was done to eliminate the invasives on both properties, Fairways and the Master Association. There had been some question as to the scope; and he believed there might have been some misunderstanding on the part of Fairways and Master Association's boards; but removal of dead material and invasives had been based on the fee they were willing to pay (\$10,276.00 from the signed contract) and how much could be removed for that fee. It was equal to four days of work for the crews but due to the density of the dead material and invasives, that is all that could be done. The HOA representatives are saying that they expected the entire area to be completed. In his opinion collection of payment is now the priority. He requested District Counsel Cushman's opinion, and she said that Number 10 on the agenda could be combined with discussion and potential approval to direct District Counsel to draft a letter as an appropriate next step.

President Corona called for a motion to approve and direct District Counsel to draft a letter to Bear Creek Master Association for payment of the bill for vegetation removal that is three months overdue. Director Brady moved, and Director Corona seconded. **Motion passed, 3-0**

4. DISCUSSION AND POSSIBLE APPROVAL OF ONGOING MOU WITH MISSION RCD

President Corona opened the discussion and explained that EMARCD has an ongoing memorandum of understanding (MOU) with most of the RCDs. The most recent MOU was specifically for water audits with Mission Resource Conservation District, since that is one RCD with which EMARCD doesn't currently have a general MOU. Because there may be some future opportunities for some grant money (removal on Santa Margarita Watershed) together with them. Director Newcomb asked if LAFCO would need to get involved with this process, and Director Corona responded that she had spoken with George Spiliotis (LAFCO, Riverside County), who clarified that unless the scope of work was outside of anything that has ever been done before by an RCD, he did not believe there was any problem with entering into an MOU between EMARCD and Mission RCD.

Director Brady moved to develop an ongoing MOU with Mission RCD, and for District Counsel to draft the document. Director Newcomb seconded the motion. Discussion regarding the process continued for clarification, and District Counsel recommended that she work directly with President Corona on the draft for Board review at the next meeting to ensure that the

Directors are in agreement on the scope and vote to move forward with or without changes before it is signed. Director Corona seconded the motion as clarified. **Motion passed, 3-0.**

5. DISCUSSION AND POSSIBLE APPROVAL FOR RCRCD TO VISIT CLINTON KEITH PROPERTY AND TO DO A REPORT FOR EMARCD AND CDFW AT A COST OF \$285.82

President Corona provided background from a previous Board Meeting, when Jeff Brand (from California Dept. of Fish & Wildlife) was a guest speaker. During that meeting, Director Long gave Mr. Brandt a disc, and on the disc was information regarding the Clinton Keith Property owned by EMARCD. Until that time, Director Corona had not been aware of details regarding this property and so she conducted some additional research and spoke with Mr. Brandt who informed her that a report was needed on that property, along with other work using our Long-term Streambed Agreement. Director Corona then contacted Shelly Lamb, who verified that they (Riverside Corona RCD) had prepared the 2014 report but had not been contacted to do the 2015 report, which is due by April 1, 2016. Ms. Lamb then gave Director Corona a price of \$285.82 and said that RCRCD could take care of it in time to meet the deadline.

There were no questions or further discussion, President Corona asked for a motion. Director Brady moved for approval to have RCRCD visit the Clinton Keith property and prepare a report for EMARCD and CDFW at a cost of \$285.82, seconded by Director Newcomb. **Motion passed, 3-0.**

6. DISCUSSION AND POSSIBLE APPROVAL FOR REQUESTS FOR PROPOSALS FROM ACCOUNTING FIRMS FOR ANNUAL END OF YEAR ACCOUNTING, SUBMISSION OF ANNUAL REPORT TO STATE. DISCUSSION AND POSSIBLE APPROVAL TO GIVE AUTHORITY TO BOARD MEMBER TO CREATE AND SUBMIT FOR REVIEW AND CONSENT OF COUNSEL IN ORDER TO OBTAIN BIDS BY NEXT MEETING.

President Corona suggested that the Board begin work on obtaining bids for year-end audits so that EMARCD is ahead of State Requirement timing moving forward. After some discussion regarding the Director that would prepare the RFPs, President Corona moved to approve that Director Brady work with Counsel to prepare RFPs for accounting firms to perform the annual year-end audit, including submission of a report to State. Director Newcomb seconded the motion. **Motion passed 3-0.**

7. DISCUSSION AND POSSIBLE APPROVAL TO HIRE AN OUTSIDE ACCOUNTANT TO RECONSTRUCT DEVELOPER FILES AS PER THE AUDIT FINDINGS

President Corona opened the discussion, with the following exchange taken from verbatim transcript:

(BEGINNING OF TRANSCRIPT AT THIS POINT IN THE MEETING):

Rose: Okay. Discussion and possible approval to hire an outside accountant to reconstruct developer files as per the audit findings. Okay, and I'm willing to figure out these RFPs if it's necessary. But what the auditors didn't find or are trying to find or whatever, I understand what they were saying in their findings. If any of us besides me got to look through these files, it's a very, very difficult to determine what fees go to which development, because there's no real standard file for each developer. I don't know that I'm capable of... I know I'm capable of finding the developers, okay, and some of the other information, but I think it really takes an accounting mind to kind of see where the money has really gone. It's historically... It's there in the CDs and in the brokerage CDs, but which developer, gave us which money for which project? And maybe it's just my mind, but I can't easily figure it out. And so I would like for us to consider having a professional coming in and looking at it. And just at least...

Rick: And consolidate.

Rose: Consolidate some of this stuff. But also, it will depend on cost. So that's why I wanna at least put an RFP to see what this is gonna cost...

Dave M: We only have three, don't we? Three...

Rose: No, there's probably more sites than that. We're continuing to research.

Rose: There's Adeline Farms, there's Greer Ranch, that are conservation easements. There's mitigation that's been put on Clinton Keith Property, and those are separate files. So I just wanna know how much money each developer has given the EMA in order to say, "Okay, McCall 71 goes to Clinton Keith, and this is how much money the developer has given us." There's Morgan Heights, which is a DR Horton property, okay? There's Morgan Heights, which we don't have the conservation easement on yet, which I found out the other day. However, we are the ones that are named to get that conservation easement, once the obligations are met by the developer. They are now at the end of their requirements, and so they're wanting to know where we're at in being able to take over the conservation easement. And this is all news to me. So, we're working through it, and I just wanna make sure that there's nothing...

Rick: There's about eight or 10 easement properties that are all linked, and some of them we don't know what has happened on them. So we've been working on that for the last 60 days.

Dave M: Have you ever seen a map of the easements and holdings that we have?

Rick: No, what we have right now, we have a current list. So that will be one of the final documents that we bring back is to add a map, an overlay map to that.

Dave M: That would help a lot.

Rick: Yeah, to visualize. So I agree with you 100%, yeah.

Rose: Right.

Rick: Maps are much easier to look at. But this, right now...

Rose: And this might be completely out of our budget to even consider, but we have to at least find out what it would cost to do such a thing.

Michael: So essentially, you guys are looking to bring in some sort of forensic accountant to figure out what money went into what bucket?

Rose: Correct.

Rick: Absolutely.

Rose: Correct.

Michael: And you just want to get bids, at this point?

Rose: Yes.

Michael: And there's eight or nine projects that...

Rick: Properties.

Michael: That have gone into how many different accounts?

Rose: Right. I wouldn't go forward, because it might be so prohibitive, that we can't afford it.

Dave M: Two I think... Aren't there two accounts where money's being held to finance this?

Rose: Yes, yes. But I wanna know... Because in our meeting in August if you look at the minutes, Vicki was asked about a \$98,000 endowment, I don't know if you recall, Dave? And it was like, "Where did the money come from?" Well, it came from the developers and it came from Fish and Wildlife. Well, I have to be able to ask Fish and Wildlife, "Exactly how much money did you put in? How much money did the developers put in?" And it seems to be in several different buckets, as you would say, Michael.

Dave: Okay.

Rose: And so I just wanna make sure that we're... Because I think this is also something that Fish and Wildlife's gonna ask us to do on our due diligence, so we can move forward and show that we are properly handling the money in order to take more conservation easements, or to do more work.

Michael: Do we have a list of who is supposed to be paying?

Rick: We're working on that, that's still being worked at. We have...

Rose: They're supposed to be paying.

Dave M: It's already paid.

Rick: Yeah.

Rose: It's already paid.

Rick: This is all about what's been paid.

Michael: Do we have a list of our customers, if you will, that, "Okay you're paying X amount."?

Rose: Yes we do.

Rick: Yes, yes.

Michael: Okay.

Rose: Right. We have a list of the customers, but we have to determine what the X amount is.

Rick: And if there are any other monies that they have not paid. So this has been, like I said, ongoing for about 60 days now, going through what agreements that we have.

Michael: So, Vicki Long has the institutional knowledge, she's been here, right? And a lot of this happened under her tutelage as President?

Rose: Mm-hmm.

Michael: Has she provided some sort of written report as to...

Rose: No, she has not. I have asked her to come work with me in the December meeting, to try to reconstruct these things. And she said she would, but I've asked her several times and there

gather some information, quotes?

Rick: And maybe you have a couple of account that do this type of work, too, Michael, that you'd recommend?

Michael: Okay.

Rose: Yeah, I'll take recommendations anywhere I can get them.

Michael: So I move to go get the RFPs for a forensic accountant to help us understand...

Rick: The flow chart, basically.

Michael: Where our monies have gone. [chuckle]

Rose: Well, I'm sure that they're all in that thing, it's just how do they divide.

Michael: Yeah, I mean we need to understand, have we been paid everything we were supposed to be paid? And account for the funds. I assume that's what the scope is.

Rose: Yes, correct.

Michael: I guess my only observation here is a forensic accountant's gonna say, "Okay, give me your documents and data so I can do this." And we're gonna turn to him and say, "We don't really have."

Rose: Well we do.

Michael: Okay.

Rose: We do have it, it seems to not be very consistent. If it were me and the way I do things, that's not always the way other people do things, is that you have a file, this is Cameo Homes, let's say for example, and from day one, what did they give us? What were the requirements to meet? Their easement information is there, etcetera. Everything's all there. Along in a duplicate place would also be with the deposits into the general account and/or into the big account, which is the brokerage account. So that's all I want to do, and it just seemed to...

Rick: And is it in the right account? All of those things.

Michael: Yeah, no definitely. We obviously don't know what we don't know, so there's no harm in asking for proposals.

(END OF TRANSCRIPT AT THIS POINT OF THE MEETING)

President Corona asked for a second to Director Newcomb's motion to get RFPs for a forensic accountant, and Director Brady seconded. **Motion passed, 3-0.**

8. DISCUSSIONS AND POSSIBLE APPROVAL OF POTENTIAL COLLABORATION WITH HIGH SCHOOLS AND OTHER VOLUNTEER OPPORTUNITIES FOR COMMUNITY SERVICE HOURS

President Corona gave Director Newcomb the floor. As he began the discussion, Director Kulhman arrived.

Director Newcomb opened the discussion by asking for clarification of previous concerns expressed in the last meeting regarding potential liability. Director Corona added that she had additional questions as well, such as what projects did he foresee and how would they be administered or controlled. She stated that EMARCD doesn't have the structure of some other RCDs and she recommended having a plan before "getting the kids excited".

Director Newcomb explained that his vision is to express the needs of EMARCD in a public way, and to ask input from the community for their ideas on how to participate. He proposed doing this via the website and volunteered to be in charge of the website and to oversee the program.

Discussion regarding potential liability, program administration and technological options continued as follows:

(BEGINNING OF TRANSCRIPT AT THIS POINT IN THE MEETING)

Michael: So the vision that I had was to express in a public way, "Here are some of our needs as an RCD." And also say, "We're also open to hear from the community as to how you might be able to help us. Make your pitch." Have on our website, essentially an ability to get those communications, to bring them in to whoever's gonna be in charge of this program. And I'll volunteer to be in charge of it. And to say, "If we have a specific need that we've identified..."

Randy: Dave Kuhlman just arrived.

Dave Kuhlman (at 0:51.48): Hello.

Michael Newcomb: Hello, Dave.

[laughter]

Randy: Dave Kuhlman, how are you?

Michael: How are you doing, Dave?

Randy: We've got volunteers for a bunch of stuff.

[background conversation]

Michael: So how I envisioned it was that first we look into and create technologies on our website, which, there's already off-the-shelf technologies...

[background conversation]

Michael: To essentially solicit, from kids, "How would you like to help us?" Right? And then as those projects come in, we can look and say internally, with the President who's kind of our chief officer here and the day-to-day, "Alright, this is a need that we have." And give the authority to the President if there's no fiscal impact. And maybe if we can say, "Hey, I can transcribe something for you. I want to go out and take pictures of our territory, or video..."

Rick: The easements, the easements.

Michael: Yeah, or maybe it's the easements, or of RCD in general, so you guys can put them on your website as we can build this library. If it's not gonna cost us anything, there's no real fiscal impact, then the President would be able to authorize that. If there's a fiscal impact and we have to write a check, or there's going to be costs and expenses, or some other things that

might create liabilities for us above and beyond just this program, then alright, that's needs to be brought to the Board where we can actually analyze whether that project is worthwhile. But we don't have a staff like they do at Mission, and so in my mind, this is way where we can get some volunteer labor, as long as we can find a Director, or an Associate Director that's willing to kind of monitor that particular project. Maybe we only get two or three, maybe we get 20 of them, who knows? But let's put something out there where we can be pitched.

Dave K: Yeah, so would you foresee an application process where they kind of go through the scope of what they want to do there, what their qualifications are, maybe include some sort of general release of the application that indemnifies us on any collection that (muffled) on the grounds, or something like that.

Michael: Yeah and if it's a child, or if it's a minor, we may have parental release. I did correspond with Counsel about some of the liability issues. Even though I'm an attorney, I'm not giving any legal advice here, but my view was we kind of have some immunity, and if we have a good release and we have the appropriate documents in place, then we should be able to mitigate that. But at this stage it's do we have approval to go forward and create a project that we then say, "Okay, this is what it looks like, this is what we've come up with." And then bring to the Board where the Board can say, "Alright, you have our blessing. Let's go live with it."

Dave K: Are you gonna give us some suggested projects that they might be able to execute?

Rick: Are we talking about projects or programs? Okay so, program first, project second. And I guess my other question is, does the RCDs have some of these programs already established that they do with, what I call, education with the high schools? So this would be community service hours and those type of things, is that what you're kind of leaning at? Okay.

Michael: Yes, yeah. You weren't here, so...

Rick: Yeah, I'm trying to get... I have to speak a little bit on that.

Michael: This was my logical play, I have high school kids. I've got one daughter that has... Well, both daughters in order to graduate need 40 hours of community service. I've got one daughter that has a 120 hours, and then I've got another daughter with no hours.

Dave K: That's a lot of we.

[chuckle]

Michael: Alright but the one daughter with 120 hours, she doesn't have as many activities as say, the one with zero hours, and bad record keeping skills. All of these parents, they have these kids and some of them have real passion, whether it's photography, videography...

Rick: So that gets back to having a program of how we can apply a project?

Michael: Right.

Dave M: They had a list of things that they can look at, the kids.

Rose: Who's they?

Dave M: The children who need the hours.

Rose: Okay.

Michael: Right.

Dave M: Didn't they have categories of things with ideas, and who they can contact?

Michael: There is. And then every day I get an email from the School District saying, "This non-profit is looking for volunteers. This non-profit is looking for volunteers." Well, I'm looking at, say our website, which we don't have very much information. We kind of tore it down, and now we've gotta rebuild it. And just looking at all of these other RCDs, they've got videos and pictures, and flyers, and all sorts of stuff that they've developed, okay? Who's gonna do that at our end? It's either gonna be a Director, or are we're gonna have to hire that.

Rick: And that's a project?

Michael: So, that's why. But let's develop a volunteer initiative...

Rick: Program.

Michael: Program that we can... And I'd volunteer to take on... Develop the parameters, look at the technologies that we could implement that would make this thing work, that could keep track of their time online, and all those other good stuff so we can do it. I'm trying to minimize our administrative oversight, but I wanna be able to go to the schools and talk to the schools about, "Hey, this is what we want to do. What are the parameters that you need to see in order for these hours to qualify?" And then be able to then have this district use all of this potential free labor, which are these exchange for volunteer hours that the kids need. And boy, howdy, we could probably use it as we start to get our act together, no offense. [chuckle] But there's all sorts of stuff that we can do in the future. So my proposal was, let's put together this volunteer project program... What are you calling it?

[laughter]

Michael: Programs, a program for high school and/or others, anybody else that wants to volunteer.

Rick: Right, right. Volunteer program. But we don't even know what the projects are, and...

Rose: That's what I was saying to you in an email, that basically I think we don't wanna bite off more than we can chew.

Rick: We're probably not ready, if I'm measuring the level of where we're at right now.

Dave K: You don't think we could brainstorm 15 project titles that they could apply or make suggestions on how to execute against it?

Michael: I don't know yet. I know that I'm thinking of the website, like I've mentioned.

Randy: Something simple, if it's done wrong, it's not wasted effort. You're saying taking pictures, something like that, if they go out and take a bunch of pictures, and oops they took the wrong stuff, it's not like...

Michael: And so what?

Randy: So what?

Rick: But what's the intent? There needs to be intent.

Michael: The intent is to create...

Dave K: Because they're engaged in the community...

Rose: Wait, wait a second. Let him finish, and then you can talk.

Michael: Well the intent is to, as we move forward, and hopefully in the next coming months, we will slowly get our, "Hey, we need to update our website." And that was one of the things that I agreed to assist with. And what we want, ideally, so that we're not micromanaging all of these old processes, is to say to a Director, "Okay, go get it done, here's your broad parameters." And then go work within those broad parameters. And if we have a project to update a website, or we have a project to maybe forensic accounting. [chuckle] I mean, if we've got some volunteers, maybe they're not high school students, maybe they're kids from the college that are in accounting, and this is a way that they could come in and help out the district. We identify what our needs are, which we're doing in these Board meetings, and then build a database where we can have some resources, and we have a mechanism to put it out to the community, as well as to even hear back from the community. Maybe there's a kid out there that has this wonderful idea of doing something pitch us on it, and we'll look at it. But at this point, we've gotta at least build a program that the Board can say, "Okay, we like it. Let's..."

Rick: They can get credit hours for and then implement.

Michael: Right, and then as projects come rolling in, or things that come rolling in, hopefully at the next meeting we'll say, "Okay, here's the parameters. Can we go live with it?" Maybe we need to address a few things, maybe it's good.

Rick: And we're talking about conservation. We're talking about...

Michael: Right, and assisting the Conservation district.

Rick: Right, we're talking about wetlands, we're talking about nesting season, we're talking about all the things we do as a district. And so if I'm thinking about developing a program, those would be the things that I think... Let's say the video, or the pictures, or the website, or maybe even working with SAWA on projects, or there's a restoration and re-vegetation project going on. Those are the things I think we need to identify to put into this curriculum.

Carol Lee: Well I think we have some benchmarks already established. I'll start out by saying I think it's a fabulous idea, and I love...

Rick: Yeah, I think it's great too.

Carol Lee: I love the idea of bringing the community in, and the outreach. I think one of the things that, via the new website, and by all our community outreach campaign that we'll develop as time goes on, this is gonna be a big part of it. But I don't think you were here, Dave, for the last meeting, were you?

Dave K: No.

Carol Lee: So one of the concerns that was raised by... I think it may have been Vicki, and myself too, had to do with liability, if a kid on a volunteer program falls and breaks his leg. And so Hugh happened to mention that they had an additional binder, or an additional waiver on liability addendum, and he said it was quite costly. So he's gonna be taking a look at the specifics and having his administrative people give us that information. But when I was at the group, or the Inland meeting, that was one of the questions I asked because we were talking about how they can help the different RCDs. And I said one of the things would be to kind of have an umbrella template, if you will, for something like this community outreach so that we can learn from mistakes that the other RCDs that may have transpired. Maybe they started a

project and they found that it was just too cumbersome, so they weren't able to follow through with it, but they made progress in this area. So when I asked Shelly Lamb the question, she said that the RCRCD already had embarked on it, and they ran into some issues, and that she would be glad to let you pick her brain.

Rose: And that was the email that was included in the packet from Shelly Lamb. Let me recognize Dave, because he started and I interrupted him. David Kuhlman, did you have a question?

Dave K: It's okay. It's totally fine.

[chuckle]

Rose: Randy Feeney?

Randy: I do have a question about the procedure. I'm just assuming that this whole program would be taking place offline first, right? As in they would be doing their projects, and they would do whatever, and then they would bring it to the Board and say, "Here's what we've got." And then you guys would say, "Oh, this is great. We'll put it public on our website," or whatever it is. If that's the intent that we're talking about?

Carol Lee: Well (this is Carol Lee Brady) Mike, just now when you were talking about developing a program outline, or kind of a skeleton bullet point of what your vision is, and maybe hit some of the details that we're saying - what are the ramifications of the liability, or the specifics, or whatever. You're saying that you'd like to put together an outline and then bring it to the Board, and then we go from there? Or what's the process you're proposing?

Michael: Well, the process that I'm proposing is develop and also use the technologies that are available to us. We wanna use the technologies, because I quite frankly, want to make this as easy to manage from a Director level. So this is a technology driven initiative in that, let's identify the technologies, let's look at what it takes to implement those technologies so that we can say, "Hey, we've got a bite and this is a \$50 a year license for the particular Joomla extension, or margin that's gonna do all these things from a project management standpoint." And then investigate that, "Here's what we can do, and here's what this can do." And then also make sure that we've addressed and answered some of these liability issues. I, quite frankly, have a far different view of the liability risk than I think everyone else sitting here at the table, and even the folks at the Mission RCD, quite frankly, I think that's a non-issue.

Rose: The RCRCD.

Michael: Oh, RCRCD, I think it's a non-issue based on what I know. Now, I've emailed Melissa my thoughts and asked her for an opinion. And I don't know, do you have an opinion?

Melissa: Well, I think the first question was looking into the insurance policy to see whether existing insurance that the district has covers this sort of thing, whether we'd need some sort of addendum to make sure that it's covered. And then at that point, to look into whether the cost is covered, or worth it, or...

Carol Lee: Is that SDRMA?

Rose: Yes, it is.

Melissa: So that is my opinion, that that would be the first thing to do to ensure that either it is covered, or how much it would cost to cover it. And then I think with the liability waiver and things like that, it's much less of a concern.

Michael: Yeah. And, let me just address it, and I looked at it from a slightly different view, which is there is no liability under the volunteer rules, and thus, insurance would not even be applicable.

Rose: Well, I spoke to SDRMA briefly, I didn't get a cost. This is Rose Corona. And they said that the bottom line of this really is they're gonna look into the cost. But the bottom line of it is, you have them sign a liability waiver, however if someone's gonna sue you, they're gonna sue you. So no matter if you have them sign it or whatever, it's always...

Rick: The insurance company represents you.

Melissa: If the insurance covers it.

Rose: Yes, if the insurance covers it, right. Stop for a second. Okay, hold on. Dave Kuhlman, go ahead.

Dave K: So let's work it out, and figure out what we need to do. I mean I'm all for... We need to start communicating, and get some outreach going. It's a little bit of the cart before the horse, horse before the cart here. I would like to get started and see what kind of ideas get pitched to us or whatnot. And in the meantime, before we give them the go ahead, let's just make sure that we can insure it, or whatever's necessary, I don't know about the volunteer rules and that type of thing, but...

Rose: And I would be interested in process, too. The process is real important to be step by step, and how are we going to. You get this information together, Michael, and how that would work. And then the step by step of how it's going to be implemented. Because somewhere along the line, and with all of us here we should be able to catch any mistake that's coming down the road, or at least try to address it. And that way, it looks seamless, so we can get...

Rick: Yeah. Why don't we request Michael to come back in 60 days to bring a program agenda on how we do the outreach, how we get there. Who are the people who are going, are we going to the school districts? Are we gonna go to the public?

Rose: Yeah. I'm curious, and you would know, because you're a dad, and you do this. But is the outreach program and the volunteer program for Chaparral? Or you're at...

Michael: Great Oak

Rose: Great Oak. The same as Chaparral, the same as Temecula Valley High?

Michael: So is it a district policy or it a district thing that we want?

Rose: Is it a district policy? Or is it different per each school?

Michael: I can answer that, it's a district policy. And I believe that Murrieta Unified has a similar district policy, and I don't know about Lake Elsinore.

Rick: But how that program engages, do we go to them and we present to principals, teachers, "This is what we're doing." Is it environmental classes that are being taught? I mean I think there's a lot of things that could segway into a great program to help us, and to help them at the same time.

Rose: Yes, Randy?

Randy: And we're not involving any technology just yet though, that first step?

Rick: Well, I don't know. I don't think we can. I think we'd have to know what we're doing first before we talk about the technologies, who are the people that are participating? What is the program? I think we need to know what that is.

Rose: But could you...

Rick: What are we gonna do?

Rose: What's the plan? And then you could also in addition to that, and Michael and Randy can explain how these different programs Joomla or whatever they are, you're asking the wrong person, but interface and make that work, and how it works.

Michael: And where Randy and I may have a disagreement is for me, this is a technology driven program. We need to be able to identify which technologies we're going to adopt in order to implement the program when it comes down to implement it. I think Randy's preference is to implement the program not using the technologies and do it offline, is that correct?

Randy: The way I used to develop as a software developer is that you analyze the problem first. And sometimes, you have to implement it manually. As a systems analyst, if people have a system already in place, you look what they're doing. But if there's not one already in place, then you have to put it in place manually. People have to do it manually so you can see where the problems are. Because in my experience anyway, when you throw technology at a problem that hasn't been fully defined, you write yourself into a corner and drive yourself nuts. [chuckle]

Michael: Yeah. And my response to that is we simply do not have the time or energy to do this, without using our technological tools that are available to us.

Rose: I disagree, I disagree.

Michael: If we're going across our district and were soliciting volunteers, how are we not going to use email? How are we not going to use a form to solicit stuff?

Rose: Okay, the chair recognizes Rick Neugebauer.

Rick: No, no, no. I think that's application. We have to have a program in place first. We've gotta know what we're doing, we have to have the... How many eggs are in the carton, and how are we gonna cook it? What's the program, what are we going out to do? And I don't think we have enough information about that. That's what I'm saying. Let's not rush into it, let's have 60 days, and bring back a written program of who we're gonna take this to. Applying it, you've got the application down, Michael, there's no question. The application, we've gotta work some of the physical things out, but I think going about it, how you wanna do it, I think that's the right way to do it. It is technological from that side.

Michael: I don't need 60 days.

Rose: Okay, so 30. So, next month.

Michael: I'll bring to the next meeting.

Melissa: To the next meeting.

(END OF TRANSCRIPT AT THIS POINT IN THE MEETING.)

Director Corona moved that Director Newcomb and Associate Director Feeney work together to prepare a plan for the high school volunteer program and present it to the Board in 30 days. Director Brady seconded. **Motion passed, 4-0.**

Associate Director McElroy noted that it had been a good discussion, and said that the Board may want to consider meeting again to discuss the Board's vision for the RCD, things they want to be involved in, and a new five-year plan. Other Directors and Associate Directors agreed, and Mr. McElroy suggested adding an agenda item to the next meeting to discuss steps toward coming up with a long-range plan for the District.

9. DISCUSSION OF WEBSITE AD HOC COMMITTEE AND ADMINISTRATIVE ACCESS AND PROCEDURES

Director Brady began by explaining that she thought this item flowed together with the previous discussion because EMARCD's branding, links and website appearance (in addition to the proposed future volunteer program) will be included in the plan the Ad Hoc committee is putting together. Director Newcomb brought up the question of administrative access. Discussion regarding this question and other controls continued as follows:

(BEGINNING OF TRANSCRIPT AT THIS POINT IN THE MEETING):

Michael: Last meeting, I thought we approved setting up the website Ad Hoc Committee and get rolling on creating content that is appropriate for the district, for our website?

Carol Lee: Yes.

Michael: Okay, so the issue then came up where I asked Randy for administrative access so I could start creating some pages and so forth, it's Joomla, they don't have to go live, but I could start doing my aspect of it. To which Randy came back to me and said, "Well, I don't have that authorization to give you that privilege." So, I think we wanted to raise that at this meeting.

Carol Lee: Oh, okay.

Michael: Do you guys want me to actually start working on creating content, as in throwing stuff up there for eventual approval by the district? If you do, I need the appropriate level of access to the website.

Rose: Can stuff be created without having to have the access? I mean, can you just create stuff and bring it, just like we do on the packet, without having to have access? Because originally when we decided to do a website, etcetera, the access was agreed that it was only going to be the President and...

Dave M: Office Manager.

Rose: And the Office Manager only. We need to control it tightly and make sure that everything goes through District Counsel.

Dave K: Can that be partitioned so you can do creative work without it having the ability to post?

Randy F: I can set it up so you just create articles, and then (muffled) can look at them to see if they're articles...

Dave K: And then you can publish them?

Randy: You could put them wherever they're... Structurally you'd say, "Okay, we're gonna have a menu item here, and it's gonna hang off the site over here." That kind of thing. Or you can create a complete test site, I guess...

Rose: That might be an idea. See, because I'm just a type of paper person, I know most of you are... But when we come to meetings, I like to see something, so I can look through it and we can go through it page by page and see what's... Am I completely crazy? Probably.

Dave: Well I'm just trying to see if we can separate the creative process so work can get done without necessarily posting. So it can just be reviewed and approved, and then post.

Carol Lee: I kind of like the test site idea, where that way if it's...

Dave: You'll have to excuse me just for one second.

Carol Lee: So Michael, are you thinking of recreating the website so it's more interactive and not static? And that there would be pull down tabs that are...

Rose: He's having a headache. I can tell.

Carol Lee: I think I can tell.

Michael: Who, me? I'm waiting for you to finish.

Carol Lee: No, I was wondering what your vision is for the website itself?

Michael: Okay.

Carol Lee: Are you thinking of making it so that it's more interactive, with pictures flowing through? Or....

Michael: Yes. So I'm looking at the other districts, and the kind of content that they're putting out there. And I look at our website, it has nothing.

Carol Lee: Right.

Michael: Now, the way I work is I try to do it once, and do it right. Not try to do it once and then, let's re-enter it in, and double entry it and all this other stuff. So, we have a Joomla based website. Joomla is a technology, it's a content management system. And it's essentially a glorified database that generates websites based on user interaction. I have significant Joomla experience, so this is not scary to me, getting in the back end, creating a menu system that isn't live for the public, but is available... Creating the menu system, creating something, I simply am not going to sit there and write it out on paper, and fax it to somebody.

Dave M: I don't think that's what...

Rose: That's not what I'm saying.

Michael: What I'm willing to do, so let me just say what I'm willing to do. I'm willing to go into the website, create content in a way that, "Okay, this is what I think the page should look like." It's not live, but it's in the database. Then, if Counsel needs to look at it, if we all wanna look at it at a meeting. Okay, everyone can look at it, it's there, we can see where it's going. In order for me to do that, and to do what I think we should do, I need a certain level of access to the website. If we're talking about making structural changes to the website, which we need to make structural changes to the website from a menu system and all that other good stuff, then I basically need that administrative access in order to do that. Maybe there's a lower level, I'm not asking for super administrator, just administrative access to do what I think we should do, so then the Board can see, "Okay, great. Let's go live, we've got our clearance from Counsel." Now that's what we need to happen, we desperately need that to happen at some point. If not now, well then we can table it for 60 days and continue to limp along like we are. I'm willing to

do the work, but I need you guys to make it easy on me to do it. And so this is what I believe I need in order to do the job properly the first time. Does that make sense?

Rose: I gotcha, I gotcha.

Michael: Okay.

Carol Lee: I get you.

Dave M: That would be great.

Rose: Huh?

Dave M: That would be really good.

Rose: Well, yeah. I don't understand, sorry... I don't understand, this is Rose Corona, Randy, what a test site is?

Randy: I was just saying we could have another server somewhere that's not connected to...

Rose: And then he could constantly just make up whatever he wants, right?

Randy: It would just be a duplicate site, I could take it and duplicate it over to that site and he could go and do stuff there. But...

Dave K: Can you publish from it?

Randy: Yeah, but the thing is it's not hooked up to the domain. So in another words, we go to the domain, it's our site, the EMARCD, I mean there's no issues of, "Oops, somebody posted a nude picture." Or something like that, and, "Oh my gosh we are in trouble." No, it's completely separate.

[laughter]

Rose: Yes.

Dave M: Nothing personal.

[laughter]

Michael: At a certain point, you're gonna have to import all that data over.

Randy: Right.

Michael: All I am saying is, why bother? [chuckle] Because Joomla is...

Randy: There's back up programs you can...

Michael: Okay. Look, I can set up my own Joomla server, I own my own server, I got six or seven Joomla websites. So I mean I can play around on another server, if that's what you guys wanna do...

Randy: No, it's okay. Here's where my situation is, I mean I can do a lot of the same stuff that you're talking about, but I always try and look to the Board because it's not my site, and I'm not at liberty to decide what goes up there, I have to go and say, "Well, Rose, do you want this?" Or, "Carol, is it okay, this kind of stuff?" But you're on the Board, so you're closer to the top of

the food chain, so to speak. I don't have a problem if somebody says, "Randy, you're authorized." You're there, you've got full admin rights and stuff.

Rick: So what I'm hearing is that Randy is having an issue with full access, and there needs to be some test site to show what Michael's ideas are, that's what he's asking for, and I kind of heard that from Carol Lee also. So why don't we do this test site and see what it looks like, and say, "Wow, that's where we need to go." And then you guys all vote on it, and everybody's happy, the County Counsel looks at it and says, "That's something that's functioning appropriately within the scope of the Board." And then you move forward with it.

Rose: Do you have a comment, Melissa?

Melissa: I don't think there's a legal issue here, that I see. So it's up to the Board.

Rose: Okay.

Dave M: And I would say let's give Mike access, and let him go, it sounds like he's got some good ideas, and it's not going to be on the site until the Board approves it.

Randy: I just need somebody to say, "Yes, it's okay."

Michael: You guys are... Because I understand, I'm a new member, I'm a new Director.

Rose: And it's not you, Michael. I look at it not from this point of view, but let's say there happens to be somebody that comes along and says they want access, and then all of a sudden we've got something on that site that doesn't belong because they have access. It starts a ball rolling downhill...

Dave M: If you have protocol the controls.

Rose: Correct, and that's all I'm asking for.

Michael: So my response is, set up a committee, that's your Ad Hoc Website Committee. You have a director on that committee who has a fiduciary duty to the Board, and understands his responsibility, and give him the authority to do what he needs to do in order to start bringing our website up. I'm more than willing to do that, this is what I'm asking for.

Rose: Randy?

Randy: I do have users set up there so that when you guys are logged in, you can see things that the public can't see. And if you create stuff and it only allows those users to see it, then you'd have to go in and login for you to be able to see it, to see the changes that he's made.

Melissa: That could be a Brown Act problem, if the Board is weighing in on things that he's adding outside the public. So I would prefer that was not available other than to the committee that he's referring to. It would be fine if it's a committee having access to that, but the entire Board having access and kind of weighing in on it outside of the public may be a problem.

Michael: Yeah, and at this point, all I'm talking about is...

Rose: And if nothing gets published... I don't have an issue with it if nothing gets published until it has been brought to the Board and approved by Counsel. Then those things can be done.

Michael: Yeah, and that's essential to what I'm saying.

Rose: Okay, well it's obviously been confusing to the Board.

Carol Lee: But I think the one question was, in order to do that, Michael would need to have the administrative authority.

Rose: Or access, but he can't publish.

Carol Lee: Or access, right.

Rose: He has to have access to work with Joomla.

Michael: Well the problem there is, if you have administrative access, along with that is the ability to click the publish button. So when you guys are ready to move forward, and you feel that whether it's Randy or myself or whoever that you can trust that that person is going to do the right thing, then maybe this is the time that we have that discussion. Or let's have that discussion in the future, but I'm stuck, and if you guys want my help, this is what I need you to do and you got to trust me that I understand my responsibilities, and I'm not an idiot. I'm not going to hit publish when it shouldn't be published.

Rick: But then I guess that's the protocol that comes into place with having an administrator, and a process there. Create the documents, it goes to the administrator, there's something to look at so that... I guess, I mean that's all I'm hearing is there's no opportunity for that, then. Is that what I'm hearing from you, Rose?

Rose: Correct. That's what you're hearing from me, there's no opportunity to do it, and I think what Michael is saying is saying, "Give me the authority to do it." And I don't want that authority, I think the whole Board has to see what's going on. It's very important to me that everybody get their input, that we see this stuff and it goes on. It may happen just like this, because Michael's so good at it and Randy's so good at it, but...

Rick: Test site, it makes a lot of sense.

Rose: A test site seems to be the answer, I don't... Dave, do you have anything for an input?

Dave K: That meets my requirements.

Rose: That meets your requirements, okay. So how about if someone... Can I entertain a motion... Well, I'll have to make a motion, I guess, that we put up a test site so it allows Michael and Randy to create things to be able to bring to the Board in 30 days, did you say, Michael, or sooner? And we can see what it is you want to do, and then we can just turn it over and have it put on the website.

Michael: Well the 30 day component is...

Rose: By the next meeting, I'm just saying.

Melissa: That was tied to the program for the volunteers, right? Just the outline?

Michael: Yeah, this was the...

Melissa: That was a separate issue?

Michael: This was a separate issue, so... Yeah, [chuckle] you guys, do what you want.

Rose: Okay, do I have a second or do we just table it 'til the next meeting?

Dave: I'll give you a second, let's vote on it.

Rose: All in favor?

Dave K: Aye.

Carol Lee B: Aye.

Rose: Aye.

Michael: No.

(END OF TRANSCRIPT AT THIS POINT IN THE MEETING)

Motion to have the Ad Hoc Committee develop a test site to present to the Board at the next meeting passed 3-1.

10. DISCUSSION AND POSSIBLE APPROVAL TO DIRECT DISTRICT COUNSEL TO DRAFT A LETTER TO BEAR CREEK MASTER ASSOCIATION FOR PAYMENT PRESENTLY 3 MONTHS OVERDUE

President Corona noted Item 10 had been previously addressed.

11. DISCUSSION OF CONTACT FROM GONZALEZ ENVIRONMENTAL WANTING MITIGATION MONITORING FOR A CLIENT IN MURRIETA

Associate Director Neugebauer stated that there had been no further communication with Gonzalez Environmental.

IV. OLD BUSINESS

1. DISCUSSION OF BROWN ACT FOR BOARD MEMBERS

District Counsel Melissa Cushman conducted a presentation regarding the Brown Act and its importance. She included examples and scenarios, and the Directors and Associate Directors participated in the discussion with some questions, with answers and clarifications provided by Counsel.

2. UPDATE ON LETTER ADVISING LAFCO OF MOU WITH MISSION RESOURCE CONSERVATION DISTRICT

Already addressed in previous discussion regarding MOU.

3. WATER AUDITS AND WEBSITE

Associate Director McElroy briefly described the irrigation upgrade program and reported that there have been two agricultural audits so far. Associate Director Feeney reported that there is now a feature in the EMARCD website to allow people to download the request form.

Director Corona mentioned that Rancho California Water District was going to do an e-blast. Associate Director Neugebauer asked if there would be a link to tie the EMARCD website with a search, and Director Brady mentioned the possibility of having key words that would direct inquiries to the correct site for information. Mr. Feeney agreed to look into that.

4. DISCUSSION AND POSSIBLE APPROVAL OF CREATING POLICY FOR EMAIL USE

District Counsel and Director Brady to address this item at a future meeting

5. UPDATE AND DISCUSSION ON THE PROPOSED BENTON CHANNEL AGREEMENT AND CITY OF MURRIETA MITIGATIONS

Associate Director Neugebauer provided an update and there was discussion as follows:

(BEGINNING OF TRANSCRIPT AT THIS POINT IN THE MEETING)

Rick: Okay, so the Benton Channel, we've received some additional information from the group. Two things, one is that I think prior to the last two meetings, I did not find the appropriate document that we do have now that's included in the packet, and that is that there's is a 60-inch line that's gonna be connecting directly to their project. We were under the assumption that the water was going to free flow through about a mile of open space and other drainage creek beds, that were one property to the other. Now we understand that there is a 60-inch line that will dump directly in from their clean water, which means onsite they have probably 10 retention basins that are very prescribed in the quality of the water before it leaves the site. So envision this as about 350 lots. All of that water stays onsite, it goes into their percolation basins. Now, in the event of a 100 year rain, or what's they call the queue, which is the amount of water that's collected. Anything above that would run off the site and into the 60 inch storm drain that would plumb into our easement.

Rick: So, the water coming into the easement is going to be reasonably clean, it will not have turbidity, it will not have sediment, it will be pretty good water coming in there. So I think the issue of water quality is fairly benign, and I think if we look at the reports that Helix has prescribed in identifying the invasives and other things that could happen over a five year period, I think are close to being addressed. So, I think that they have put together a good (muffled) Now, the second item that they've just come back with, and this was a condition that Flood Control just came back with them, is Flood Control wants them to build a road out along this new outlet into the easement, not into our easement, but into the Benton Channel. So they're going back and they're creating plans and documents to take back to flood control for approval on that. I spoke with Jason yesterday, or was it Thursday? Tuesday or Thursday...

Rose: Jason, is Jason Yully from Flood Control, right?

Rick: No, he is..

Rose: Jason Keller from Mission?

Rick: From Mission, yes.

Rose: Okay, from the Helix...

Rick: Right, Helix is their environmental biologist group. But, he indicated that, one of these last minute conditions by Flood Control and I kind of said, "Why don't you take some time and see if you can't talk them out of it, since there's already a gravel road going in there" He said, "Well we've tried, and most of the time they go back to argue those points, but we're not successful." So I said, "Okay." So I said, "That's your battle, not necessarily ours at the moment." So, with that said, I'm of the opinion that we could probably approve what they're offering us, I don't think that we have major mitigation issues, other than clean water coming across our property. And secondly, the inspection of invasives and those that would happen to grow there that may come from their site. And so I think the reports show that in generality, that we could get some a soft grass, or... Not soft grass, oh gosh...

Rick: An invasive.

Rick: An invasive that would come in and grow in there that would have to be inspected and looked at, and that Valley Wide may have missed. So, I think moving forward, I think that it's not a bad application of what they're asking for.

Rose: Okay, may I make some comments on this?

Rick: You bet.

Rose: A couple of things, we get back to a meeting that our former President mentioned. If we wanna really consider what the right will cost for them to do that, because that's very important. And also, and how we're gonna do this, and I also called the (muffled) Land Conservancy, because there's a gentleman named Mike Peters that I asked him for more information, because he does this on a regular basis.

Rose: And he sent me an email saying, "The way I see it is they are asking for permission to dump stormwater on the easement, and all the funds are for you to remove invasive plants for five years. Maybe turn," this is his recommendation, "maybe turn it around and they remove invasive plants and make the annual reports for five years, with written reports to you and a fee for you to review the work. As far as conservation easement, you're getting nothing from them, and it reads that you don't have to allow it. That they are getting approval from agencies, including CDFW, that you have to report as an easement holder. In your situation, why take on more responsibility with invasive removals and reporting, and not getting anything out of it but extra work? How much is it costing you a year? If you have a biological monitor on the site, make a report, there are funds for that now." His estimation is a \$54,600 endowment for the site we create 1802 per year for us to monitor in perpetuity. That was my concern is, is after the five years, and you're taking care of this thing, it's not just while we're alive, it goes on forever. Yes, Rick?

Rick: So, in response, one, the Benton Channel is being maintained by Valley Wide Parks and Rec.

Rose: Oh, it is?

Rick: Yes.

Michael: Okay.

Rick: So this means we have no maintenance. The only thing that we have to do is provide a report once a year that they're doing their job. We don't do any work at all, they already have an agreement to maintain that for Flood Control. So they have a maintenance agreement, and I've walked it, you walked it, it's pretty clean in there, there's no grasses, it's pretty... In fact, it's probably maintained more than it should be, in my opinion. But it is what it is, and it looks very nice, and there's a walking path on both sides. And it's very well maintained. We have no maintenance in there at all. And the limit of our exposure is five years, at the end of five years, we have five years of reporting and we're done. And that's in agreement with Fish and Wildlife and under the permit, we're done. Five years, it's done.

Rose: Okay. Well, I have a question, because we do have... All I want, and it's up to the Board too, would like to see what Flood Control says is the impact if there is 100 year flood when all this happens. And you and I have an appointment...

Rick: And we have a meeting.

Rose: Appointment on the 17th to visit with them to get that information. So we could bring that back to the Board and then we can make a decision for them, does that sound reasonable?

Rose: I have no problem with that.

Dave K: I have a question.

Rose: Oh yes, Dave?

Dave K: It's Dave. Does their maintenance agreement include erosion impact?

Rick: They maintain everything in there, all the maintenance. That's a good point, maybe we should see a copy, get a copy of Valley Wide's maintenance agreement with the Riverside County Flood Control.

Rose: That's a good idea. If we could do...

Rick: Again it's designed, if you look at the design in there, and we walked quite a bit of the channel with another associate a month or so ago, but it's fairly clean, you know what I mean? They've got (muffled) where it's suppose to go, Flood Control is fairly diligent about the design of their projects.

Rose: Okay.

Michael: What happens if we don't agree? And this is Michael.

Rose: Yes, Michael Newcomb. Yes?

Rick: Well...

Rose: They don't get their...

Rick: They don't get the last sign off, and then they could go and appeal it to the Board of Supervisors. And then we look like we have egg on our face. Because I really believe that it's not something that we would not approve. They've done their due diligence, they have Flood Control signed off, Fish and Game signed off, all the other agencies, we're the last agency that haven't signed off on this, just a point of information.

Michael: For them to dump stormwater, however plain it may be, on this..

Rick: On this easement.

Michael: On this easement?

Rick: And it is a Flood Control channel too, by the way.

Michael: Okay. And we have that responsibility to take care of this easement, and...

Rick: Just monitor for invasives.

Michael: Just monitor for invasives.

Rick: And file a report at the end of the year, that's our responsibility in the agreement that we would have with them.

Michael: If we don't agree to do this, because we think the amount is too low, then they can have it waived, the Board of Supervisors could waive that requirement?

Rick: I think that it would create a hearing, and somebody's gonna go up and the Board of Supervisors is gonna say, "Well, what's the problem?" Or Flood Control, or someone's gonna come over and say, "What's the issue with this?" And so, there's gonna have to be something substantial to say, "Well, there's a big problem." "And so what's the problem?" That would be something that we'd have to respond back to, what is the problem?

Rose: And my question is, is like Dave's saying, at the impact of 100-year flood or 50-year flood, what would that be, and what would the erosion be, and how it would impact our easement, and what would we be responsible for eventually? Even after five years, because it's usually Mother Nature's way of saying, "The sixth year she's gonna hit us with a 100-year flood."

Rick: Yeah, and anecdotally, I'm gonna say that the site has the ability to hold the 100-year event, or the 10 year, the site will hold the 10 year, and so the 100-year event is what will overflow and go into the 16th channel, and then follow suit.

Rose : Okay, I suggest we get that information so we can present that to the Boards (muffled)

Rick: Yeah.

Dave K: Let's do the maintenance agreement, if it looks good then we should be able to proceed, maybe.

Rick: Yeah, and it's really a monitoring agreement.

Dave K: Right, for us.

Rose: Okay, so...

Rick: And a maintenance agreement from Valley Wide, and I'll work on getting that.

(END OF THE TRANSCRIPT AT THIS POINT IN THE MEETING)

6. REMINDER REGARDING SUBMITTAL OF FORM 700

President Corona reminded any Directors and Associate Directors who had not yet submitted their forms that it was a requirement, and requested that they do so as soon as possible

7. DISCUSSION OF LONG TERM STREAMBED AGREEMENT AND REPORT DEADLINE

President Corona had reported on this item as part of an earlier discussion.

V. NEW BUSINESS

1. DISCUSSION OF MORGAN HEIGHTS AGREEMENT – CDFW

Director Long was not present to address this item. President Corona informed the Board that she had been contacted by L&L regarding the Morgan Heights Agreement, but needed more information from Jeff Brandt at Fish & Wildlife. He was out of town on a family emergency and she was therefore unable to provide any further detail to the Board until he returned.

2. DISCUSSION OF POSSIBLE APPROVAL OF CREATION OF AD HOC COMMITTEE TO CREATE MORE SPECIFIC BOARD PROCEDURES AND POLICIES

President Corona noted that due to time constraints she suggested moving on to the next item.

3. MEADOWVIEW PROJECT

Director Brady commented that in the interest of time she would present more information at the next meeting regarding a potential opportunity with an HOA that would like EMARCD to take the role as lead agency.

VI. ORAL/WRITTEN REPORTS

No oral or written reports.

VII. FUTURE AGENDA ITEMS

As previously noted.

VIII. ADJOURNMENT

Director Brady moved to adjourn, seconded by Director Kuhlman. Motion passed 4-0

Meeting adjourned at 6:20 pm.

Dave Kuhlman-Secretary/Treasurer Date

FINANCIALS

Elsinore-Murrieta-Anza Resource Conservation District

Reconciliation Report

General Fund xx2226, Period Ending 03/31/2016

Reconciled on: 04/06/2016 (any changes to transactions after this date aren't reflected on this report)

Reconciled by: la.enter@yahoo.com

Summary

Statement Beginning Balance	32,118.46
Checks and Payments cleared	-743.00
Deposits and Other Credits cleared	+68.14
Statement Ending Balance	31,443.60
Register Balance as of 03/31/2016	31,443.60
Uncleared transactions after 03/31/2016	1,413.03
Register Balance as of 04/06/2016	32,856.63

Details

Checks and Payments cleared

<u>Date</u>	<u>Type</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
03/16/2016	Check	pending	Glennies Office Supply	-207.27
03/16/2016	Check	1138	Landmark Business Enterprises LLC	-119.88
03/16/2016	Check	pending	Big Horse Feed - Exp. Reimbursement	-157.03
03/31/2016	Check	1141	RCRCD	-258.82
Total				-743.00

Deposits and Other Credits cleared

<u>Date</u>	<u>Type</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
03/10/2016	Check	1139	Voided Check	0.00
03/14/2016	Deposit		Verizon	68.14
Total				68.14

Additional Information

Uncleared Checks and Payments after 03/31/2016

<u>Date</u>	<u>Type</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
04/01/2016	Check	1142	ISC International	-86.97
Total				-86.97

Uncleared Deposits and Other Credits after 03/31/2016

<u>Date</u>	<u>Type</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
04/06/2016	Sales Receipt	MARCH150429-110425	SAWA - Stipend	1,500.00
Total				1,500.00

Elsinore-Murrieta-Anza Resource Conservation District Reconciliation Report

Mitigation Account xx0102, Period Ending 03/31/2016

Reconciled on: 04/06/2016 (any changes to transactions after this date aren't reflected on this report)

Reconciled by: la.enter@yahoo.com

Summary

Statement Beginning Balance	98,101.67
Checks and Payments cleared	0.00
Deposits and Other Credits cleared	+2.50
Statement Ending Balance	98,104.17
Register Balance as of 03/31/2016	98,104.17

Details

Deposits and Other Credits cleared

<u>Date</u>	<u>Type</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
03/31/2016	Deposit		Wells Fargo Bank-Interest Income	2.50
Total				2.50

Elsinore-Murrieta-Anza Resource Conservation District Reconciliation Report

Restricted Deposits xx2242, Period Ending 03/31/2016

Reconciled on: 04/06/2016 (any changes to transactions after this date aren't reflected on this report)

Reconciled by: la.enter@yahoo.com

Summary

Statement Beginning Balance	35,475.97
Checks and Payments cleared	0.00
Deposits and Other Credits cleared	+0.00
Statement Ending Balance	35,475.97
Register Balance as of 03/31/2016	35,475.97

Elsinore-Murrieta-Anza Resource Conservation District Reconciliation Report

Union Bank xx72042, Period Ending 03/31/2016

Reconciled on: 04/06/2016 (any changes to transactions after this date aren't reflected on this report)

Reconciled by: la.enter@yahoo.com

Summary

Statement Beginning Balance	10,345.28
Checks and Payments cleared	0.00
Deposits and Other Credits cleared	+0.00
Statement Ending Balance	10,345.28
Register Balance as of 03/31/2016	10,345.28

Management Report

Elsinore-Murrieta-Anza Resource Conservation District
For the period ended March 31, 2016

Prepared by

Landmark Business Enterprises LLC

Prepared on

April 6, 2016

Table of Contents

Profit and Loss.....3

Balance Sheet.....4

Statement of Cash Flows.....5

A/R Aging Detail.....6

A/P Aging Detail.....7

Profit and Loss

March 2010

	Total
INCOME	
Interest Income	2.50
Total Income	2.50
GROSS PROFIT	2.50
EXPENSES	
Contract Services	
Clinton Keith CDFW Report	258.82
Total Contract Services	258.82
Office Supplies	207.27
Operations	
Computer, Data and Software	119.88
Postage, Mailing Service	14.04
Printing and Copying	19.87
Telephone, Telecommunications	-68.14
Total Operations	85.65
Transcription Reimbursement	123.12
Total Expenses	674.86
NET OPERATING INCOME	-672.36
NET INCOME	\$ -672.36

Balance Sheet

As of March 31, 2018

	Total
ASSETS	
Current Assets	
Bank Accounts	
Checking/Savings	
General Fund xx2226	31,443.60
Mitigation Account xx0102	98,104.17
Restricted Deposits xx2242	35,475.97
Union Banc Investment - Mkt Adj	-2.42
Union Banc Investment xx8488	199,517.76
Union Bank xx72042	10,345.28
Total Checking/Savings	374,884.36
Total Bank Accounts	374,884.36
Total Current Assets	374,884.36
TOTAL ASSETS	\$374,884.36
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Deposits Payable	35,475.97
Total Other Current Liabilities	35,475.97
Total Current Liabilities	35,475.97
Total Liabilities	35,475.97
Equity	
Opening Balance Equity	106,583.03
Retained Earnings	233,249.34
Net Income	-423.98
Total Equity	339,408.39
TOTAL LIABILITIES AND EQUITY	\$374,884.36

Statement of Cash Flows

March 2016

	Total
OPERATING ACTIVITIES	
Net Income	-672.36
Adjustments to reconcile Net Income to Net Cash provided by operations:	
Net cash provided by operating activities	-672.36
NET CASH INCREASE FOR PERIOD	-672.36
Cash at beginning of period	375,556.72
CASH AT END OF PERIOD	\$374,884.36

Management Report

Elsinore-Murrieta-Anza Resource Conservation District
For the period ended March 31, 2016

Prepared by
Landmark Business Enterprises LLC

Prepared on
April 6, 2016

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A/P Aging Detail.....8

Profit and Loss

July 2015 - March 2016

	Total
INCOME	
Interest Income	14.75
Investments	
Interest-Savings, Short-term CD	-546.55
Total Investments	-546.55
Sale of Used Furniture-Supply	1,000.00
State CDFA - Water Audit Reimbursement	2,000.00
Stipend Allowance	11,625.00
Vegetation Removal	5,524.00
Water Audits Income	30,700.00
Total Income	50,317.20
GROSS PROFIT	50,317.20
EXPENSES	
Contract Services	0.00
Accounting Fees	500.00
Audit and Audit Documentation	3,931.25
Total Accounting Fees	4,431.25
Adeline Farms CDFW Report	1,199.70
Clinton Keith CDFW Report	258.82
GreerRanch CDFW Report	1,599.60
Water Audit Management	24,350.00
Total Contract Services	31,839.37
General and Administration	
Bank Fees	149.00
Rent Expense	926.83
Utilities	182.01
Total General and Administration	1,257.84
License and Permit	
Proof of Publication	223.30
Total License and Permit	223.30
Mitigation Projects & Contracts-Bear Creek	10,753.20
Office Supplies	716.64
Operations	
Computer, Data and Software	170.06
Postage, Mailing Service	94.04
Printing and Copying	461.85
Reimbursement for Req. Info V. Long	-29.00
Telephone, Telecommunications	179.77
Total Operations	876.72
Other Types of Expenses	
Insurance - Liability, D and O	1,352.02
Memberships and Dues	563.12
Total Other Types of Expenses	1,915.14

	Total
Security	110.97
Transcription Reimbursement	2,023.00
Website Expenses	1,025.00
Total Expenses	50,741.18
NET OPERATING INCOME	-423.98
NET INCOME	\$ -423.98

Balance Sheet

As of March 31, 2016

		Total
ASSETS		
Current Assets		
Bank Accounts		
Checking/Savings		
General Fund xx2226		31,443.60
Mitigation Account xx0102		98,104.17
Restricted Deposits xx2242		35,475.97
Union Banc Investment - Mkt Adj		-2.42
Union Banc Investment xx8488		199,517.76
Union Bank xx72042		10,345.28
Total Checking/Savings		374,884.36
Total Bank Accounts		374,884.36
Total Current Assets		374,884.36
TOTAL ASSETS		\$374,884.36
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
Deposits Payable		35,475.97
Total Other Current Liabilities		35,475.97
Total Current Liabilities		35,475.97
Total Liabilities		35,475.97
Equity		
Opening Balance Equity		106,583.03
Retained Earnings		233,249.34
Net Income		-423.98
Total Equity		339,408.39
TOTAL LIABILITIES AND EQUITY		\$374,884.36

Statement of Cash Flows

July 2015 - March 2016

	Total
OPERATING ACTIVITIES	
Net Income	-423.98
Adjustments to reconcile Net Income to Net Cash provided by operations:	
Interest Receivable	792.94
Accounts Payable	-500.00
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	292.94
Net cash provided by operating activities	-131.04
INVESTING ACTIVITIES	
Prepaid Insurance	1,352.02
Prepaid Rent	744.00
Security Deposits Asset	20.00
Net cash provided by investing activities	2,116.02
NET CASH INCREASE FOR PERIOD	1,984.98
Cash at beginning of period	372,899.38
CASH AT END OF PERIOD	\$374,884.36

BILLS/PAID AND TO BE PAID

From:
ISC International, Ltd.
9700 West Bluemound Road
Milwaukee, WI 53226
414.721.0306



Elsinore-Murrieta-Anza Resource Conservation District
Randy Feeney
31569 Canyon Estates Drive
Suite 113
Lake Elsinore, CA 92532
USA

MONTHLY INVOICE

February 2016

ACCOUNT	E10051/EMARCD
INVOICE #	20160208375
INVOICE DATE	3/7/2016

February 2016 MESSAGING CHARGES

MONTHLY FEES	\$ 86.97
Sub-total	\$ 86.97
Telecommunications recovery charge	\$ 0.00

TOTAL AMOUNT DUE	\$ 86.97
-------------------------	-----------------

TERMS: NET 30 DAYS
ALL PAST DUE ACCOUNTS WILL BE ASSESSED A 1.5% MONTHLY LATE FEE

PLEASE REMIT PAYMENT TO:

ISC INTERNATIONAL, LTD.
9700 WEST BLUEMOUND ROAD, SUITE 201
MILWAUKEE, WI 53226

For questions regarding this invoice:
Please call 414.721.0302

PA W/ V #1142

Domain Name



<http://bit.ly/ISCInternational>



<http://bit.ly/ISCInternationalLtd>

Run Date: March 07, 2016 10:00:31

Print Date: March 07, 2016 10:02:51

ID# 10900

EMARCD

Monthly Billing Report - **MONTHLY FEES** - February 2016

From:
ISC International, Ltd.
9700 West Bluemound Road
Milwaukee, WI 53226
414.721.0302

ACCOUNT - E10051/EMARCD
REGARDING: INVOICE# 20160208375

Randy Feeney
31569 Canyon Estates Drive
Suite 113
Lake Elsinore, CA 92532
USA

RECIPIENT	MONTHLY FEE	INBOUND FAX/PAGER NUMBER	YEAR/MONTH
TEAMRCD.org	\$ 86.97	Domain purchase and configuration	2016.02
TOTAL FIXED CHARGES	\$ 86.97		



<http://bit.ly/ISCInternational>



<http://bit.ly/ISCInternationalLtd>

Run Date: March 07, 2016 10:00:31

Print Date: March 07, 2016 10:02:51

ID# 10900

**Riverside-Corona Resource
Conservation District**

4500 Glenwood Drive, #A
Riverside, CA 92501
Phone: 951-683-7691
Fax: 951-683-3814
Email: RCRCD@RCRCD.COM

INVOICE

The following number must appear on all related correspondence:
PROJECT NUMBER: 16-03-21-01

TO Rose Corona
Elsinore-Murrieta-Anza RCD
PO Box 2078
Temecula, CA 92593

For: 2015 Clinton Keith
Property Report for CDFW

EIN: 33-0071697

PD w/ 1141

INV. DATE	REQUISITIONER	PROJECT	LOCATION	F.O.B. POINT	TERM
3-21-16	Rose Corona	Clinton Keith Property	City of Murrieta	N/A	

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	4 hrs	Site visit, photos and report for CDFW 2015 Clinton Keith Property	61.22	244.88
	76 miles	Mileage – round trip	0.54	41.04
SUB-TOTAL				\$285.92

TOTAL DUE \$285.92

THANK YOU FOR YOUR SUPPORT

Please make check payable to Riverside-Corona Resource Conservation District

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410 West 5th Avenue
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Temecula
41695 Enterprise Circle South
951-296-3627 Fax 951-296-3848

Customer Care
800-499-CLIP (2547)
Fax
800-505-CLIP (2547)
custservice@glenniesop.com
www.glenniesop.com

CHARGE INVOICE # 1607711-0

Page
1

Customer Purchase Order

Delivery Route

Invoice Date

5

03/25/16
06:15

Special Instructions

Account Dept Who Called
7854

951-676-5006

Ship To:

EMARCD

33320 TEMECULA PKWY
TEMECULA

CA 92592

Bill To:

EMARCD

PO BOX 2078
TEMECULA

CA 92593 2078

Account Executive		Order Taker	Order Date:	Invoice Date	Terms	GL/Inv	Packed By	Total Ctn(s)
500/T-HOUSE		169	03/24/16	03/25/16	Net 30	55/ 1		
B/O'd	Ordered UM	Shipped	Mfg	Item Number	Item Description	Price per Unit	Extended	
	1 BX	1	EVE	EN91	BATTERY,ALKALINE,IND,AA	10.190	10.19	

A locally owned business supporting our local economy

THANK YOU FOR YOUR ORDER

Subtotal	Sales Tax	Invoice Total
10.19	.82	11.01

Returns must be unused in original packaging and returned within 30 days. Other returns are subject to approval and may be subject to restocking fees. Special orders, furniture, machines and inestimable products may not be returnable, please check with Customer Care.

Please Remit To: Glennie's Office Products, Inc.
410 West Fifth Avenue
Escondido, CA 92025

GLENNIE'S OFFICE PRODUCTS INC.

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410 West 5th Avenue
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Temecula
41695 Enterprise Circle South
951-296-3627 Fax 951-296-3848

Customer Care
800-499-CLIP (2547)
Fax
800-505-CLIP (2547)
custservice@glenniesop.com
www.glenniesop.com

Bill To:

EMARCD

PO BOX 2078
TEMECULA

CA 92593 2078

CHARGE INVOICE # 1607559-0

Page
1

Customer Purchase Order

ROSE

Delivery Route

5

Invoice Date

03/24/16
06:38

Special Instructions

Account Dept Who Called
7854

951-676-5006

Ship To:

EMARCD

33320 TEMECULA PKWY
TEMECULA

CA 92592

Account Executive

500/T-HOUSE

Order Taker

160

Order Date:

03/23/16

Invoice Date

03/24/16

Terms

Net 30

GL/Inv

55/ 1

Packed By

Total Ctn(s)

B/O'd

Ordered UM

Shipped

Mfg

Item Number

Item Description

Price per Unit

Extended

1 EA

1

HEW CH562WN

INK CRG,HP 61,165YLD,TRI-COLOR

22.990

22.99

2 EA

2

HEW CH563WN

INK CRG,HP 61XL,480YLD,BLK

40.239

80.48

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Subtotal

103.47

Sales Tax

8.28

Invoice Total

111.75

THANK YOU FOR YOUR ORDER

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410 West Fifth Avenue
Escondido, CA 92025

GLENNIE'S OFFICE PRODUCTS INC.

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410 West 5th Avenue
760-747-0701 Fax 760-745-0776
Temecula
41695 Enterprise Circle South
951-296-3627 Fax 951-296-3848

Customer Care
800-499-CLIP (2547)
Fax
800-505-CLIP (2547)
custservice@glenniesop.com
www.glenniesop.com

**STORE
COPY**

CHARGE INVOICE # 1606884-0

Page
1

Customer Purchase Order ROSE	Delivery Route 5	Invoice Date 03/16/16 13:11
--	----------------------------	---

Special Instructions

Account 7854	Dept	Who Called
951-676-5006		

Ship To:

EMARCD

**33320 TEMECULA PKWY
TEMECULA**

CA 92592

Bill To:

EMARCD

**PO BOX 2078
TEMECULA**

CA 92593 2078

Account Executive		Order Taker	Order Date:	Invoice Date	Terms	GL/Inv	Packed By	Total Ctn(s)
500/T-HOUSE		160	03/15/16	03/16/16	Net 30	55/ 1		
B/O'd	Ordered UM	Shipped	Mfg	Item Number	Item Description	Price per Unit	Extended	
	2 EA	2	HEW	CH563WN	INK CRG,HP 61XL,480YLD,BLK	40.239	80.48	

Received By:

THANK YOU FOR YOUR ORDER

A locally owned business supporting our local economy

Subtotal	Sales Tax	Invoice Total
80.48	6.44	86.92

Returns must be unused in original packaging and returned within 30 days. Other returns are subject to approval and may be subject to restocking fees. Special orders, furniture, machines and ingestible products may not be returnable, please check with Customer Care.

Please Remit To: Glennie's Office Products, Inc.
410 West Fifth Avenue
Escondido, CA 92025



EMARCD REIMBURSEMENTS-MARCH 2016

Item	Amount
Transcription - March 2016	\$125.61
Postage-Stamps	\$ 4.85
Postage to Clerk of the Board	\$1.20
Postage to CDFW	\$3.55
Postage to Fairway Estates-final report	\$3.40
TOTAL AMOUNT DUE	\$ 138.61

**PLEASE MAKE CHECK PAYABLE TO
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HAY • FEED • GRAIN • PET FOOD • FARM & GARDEN SUPPLIES • HORSE & ANIMAL HEALTH PRODUCTS

scribie

Audio Transcription, Perfected

INVOICE

Invoice Number

CGT56E9BC7348160

Transaction Reference

b9kgk44

Payment Date

03/16/2016 20:05:07 GMT

Sl.**File Name****Amount**

1	EMARCD 3-10-16	\$125.61
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Subtotal	\$125.61
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Discount	\$0
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Total	\$125.61
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Thank you for choosing Scribie.com

CGBiz Corporation, 2603 Camino Ramon, #420, San Ramon, CA 94583. Tel: +1 866 941 4131. Email: payments@scribie.com

02/29/16	ANIMAL NUTRITION		
	OPEN EXTENDED PAYMENT OPTION		
03/07/16	ANIMAL NUTRITION		
	701-271-3500 ND		
	CAN PRODUCTS		
	OPEN EXTENDED PAYMENT OPTION		
03/09/16*	Flexible Transfer Debit		
	OPEN EXTENDED PAYMENT OPTION		
03/11/16	CTC*CONSTANTCONTACT.COM		
	855-229-5506 MA		
	1108582230289 02451		
	EMAIL MARKETING:501 - 2500		
03/14/16	ANIMAL NUTRITION		
	701-271-3500 ND		
	CAN PRODUCTS		
	OPEN EXTENDED PAYMENT OPTION		
03/16/16	SCRIBIE.COM SCRIBIE.COM		
	SAN RAMON CA		
	7038804786		
	OPEN EXTENDED PAYMENT OPTION		\$125.61 ♦

EMARCD

Fees

Total Fees for this Period **Amount**
\$0.00

Interest Charged

Total Interest Charged for this Period **Amount**
\$0.00

About Trailing Interest

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest." Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full and on time each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

Print Date: 3/6/2016 7:45:04 AM
User: Bighorse
Cost Code:

Stamps: 10
Weight: 0 lbs 1 oz
Class/Service: First Class ®
Refund Type: Mail-in

Class/Service: First Class ®

Special Services:

\$4.85

Total Postage Per Stamp: \$0.485

TOTAL COST: \$4.85

*Stamps
only*

stamps.com Shipping Label Receipt

First-Class
Electronic Service Fee: \$0.00
Total Postage and Fees: \$1.20
Weight: 2 oz
Print Date: 02/19/2016

Mailing Date: 02/19/2016

From: Rose Corona

Big Horse Feed
36320 TEMECULA PARKWAY
TEMECULA CA 92592-9510

To:

CHERI MARINOS
CLERK OF THE BOARD
FORM 700
PO BOX 1147
RIVERSIDE CA 92502-1147

USPS
Postmark
Here

*Regular First-Class Mail Service postage rules apply; service electronic fee is required.
Postmark required if no return requested. Delivery information is not available by phone for the
electronic option.

Instructions:

1. Adhere shipping label to package with tape or glue - DO NOT TAPE OVER BARCODE. Be sure all edges are secured. Self-adhesive label is recommended.
2. Place the label so it does not wrap around the edge of the package.
3. This package may be deposited in any collection box, handed to your mail carrier, or presented to a clerk at your local Post Office.
4. Each shipping label is unique and can be used only once - DO NOT PHOTOCOPY.
5. You must mail this package on the "mail date" that is specified on this label.



RESOURCE
CONSERVATION DISTRICTS

California Association of Resource

Conservation Districts

Membership Application for 2016

Due Date: July 1, 2016

District Name Elsinore-Murrieta-Anza Resource Conservation District
Contact/Manager Rose Corona - President
Physical Address _____
City _____ State _____ Zip _____
Mailing Address P.O. Box 2078
City Temecula State CA Zip 92593-2078
Phone 951 - 381-8992 Fax _____
Website Address www.emarcd.org

Membership Dues are Calculated based on 2.0% of District Expenses:

Maximum = \$4000

Minimum = \$300

Districts Expenses (definition on reverse) x 0.020 = \$ 300.00

(per 2014-15 audit, if none done, than the 2013-14 or 2015 revenue/expense statement)

Legal Fund: For CARCD to address legislative or regulatory issues that may arise from time to time that have effects, whether positive or negative, on RCDs. \$ _____

Conservation Strategies Group: Additional Funds for CARCD's new partnership with CSG. Talk to your Regional Chair for more information. \$ _____

Adopt a District* \$ _____

* Name of District Sponsored _____

* Districts may choose to pay the minimum dues for an adopted District; the sponsor district should also provide mentoring to assist the adopted district.

TOTAL \$ _____

PLEASE INCLUDE WITH PAYMENT:

Please make your check payable to CARCD and return this form with payment, your 2014-15 Audit (or if none performed, a 2014-15 revenue/expense statement) and any other explanatory materials to:

801 K Street, MS 14-15, Sacramento, CA 95814

MORE INFORMATION ON REVERSE

Dues Application Instructions & Definitions

DEFINITIONS:

Expenses:

This is every expense, including salaries, contracts, audit, office, rent, utilities, phones, bookkeeping, supplies, insurance, membership dues (CARCD, LAFCO, etc.), office equipment, rent, travel costs, copying fees, etc.

The only exceptions to this are contracts that have NO overhead and 100% of the contract amount goes to another individual or entity. Please be assured that CARCD will work with you if you feel you have other exceptions of merit.

Calculation Examples:

Maximum: When your calculated payment exceeds \$4000, then \$4000 is due.

Full Member: \$436,591 expenses x .020 = \$8731 Net Amount due = \$4000

Minimum: When your calculated payment is less than \$300, then \$300 is due.

Full Member \$10,397 expenses x .020 = \$207.94 Net Amount due is \$300

Contributing When your calculated amount is greater than \$300

\$20,334 expenses x .020 = \$406.68 Net amount paid \$300 – contributing only

Non-member: Fails to pay minimum; or fails to pay calculated amount without an acceptable *written* explanation; or fails to attach 2014-15 audit (of if none performed, the 2014-145 budget); or Inspection Committee cannot reasonably determine how dues amount was calculated. The Inspection Committee will determine membership, as defined in the bylaws. The determination is based on the submitted information, including any additional written comments/requests from the district. All districts will be informed of their status on or before October 1. Additional opportunities to provide clarification will be given.

What The Levels of Membership Mean:

Full member – District receives all benefits of the Association and has full-voting rights as defined in the by-laws. District board members can run for elected office, including NACD representative, at the state and regional levels. These districts receive priority on their issues as defined by the by-laws.

Contributing Member – If payment is less than calculated amount for full membership, yet exceeds \$300, district receives all information and educational material. The district or its directors have no voting rights and cannot be CARCD board members or elected to the office of president, vice-president, secretary/treasurer or NACD representative.

Non-Member – No dues paid. Not a member of the association. District may receive some mailings.

CHECKLIST:

☐

Completed Application

☐

Other written documentation/comments

☐

2014-15 Audit/Budget

☐

Check Payable to CARCD

CORRESPONDENCE



Sent Via Certified Mail
or Electronic Mail

**CALL FOR NOMINATIONS FOR A SPECIAL DISTRICT MEMBER
AND AN ALTERNATE SPECIAL DISTRICT MEMBER OF THE
RIVERSIDE LOCAL AGENCY FORMATION COMMISSION**

**To the Special District Selection Committee (Presiding Officers of Independent
Special Districts of Riverside County):**

As you were recently notified (see attached letter), we are commencing the appointment process for a Regular Member and an Alternate Member of the Riverside Local Agency Formation Commission (LAFCO). I have determined that a physical meeting of the Special District Selection Committee (SDSC) is not feasible at this time. Therefore, selection proceedings will be conducted by mail. Specifically, the two positions are as follows:

Regular Special District Member-must be a board member from a district in the eastern portion of the County (any district with the majority of its assessed value east of the intersection of Interstate 10 and Highway 111).

Alternate Special District Member-must be a board member from any district with the majority of its assessed value within Riverside County.

Terms of LAFCO Members are four years and until appointment of a successor or reappointment of the incumbent. The term of this position will run until May 4, 2020.

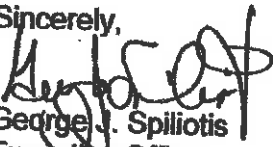
The nomination period for this position will begin on March 29, 2016 and will close on April 29, 2016. Any member of the Special District Selection Committee (presiding officer or an alternate board member designated by the governing body) may nominate a member of the legislative body of an independent special district board to fill the position, consistent with the geographic requirements noted above. Please submit nominations in writing on the nomination form accompanying this notice to the following address: Riverside LAFCO, 3850 Vine Street, Suite 240, Riverside, CA 92507. If you have provided us with an email address for your presiding officer or alternate and have received this notice by email, you may scan the completed form and email it to Elizabeth Valdez at evaldez@lafco.org. All nominations must be signed by the presiding officer of your district board of directors or designated alternate. Nominations do not require action by the district board of directors. Nominations must be received in our office by 5 p.m., April 29, 2016.

Following the nomination period, ballots and voting instructions will be sent to SDSC members. However, if only one candidate is nominated, that candidate will be deemed selected with no further proceedings. In order to expedite the ballot process, if you have

not already done so, please provide an email address to which we can send the presiding officer's ballot materials. You may email the information to Elizabeth Valdez at evaldez@lafco.org.

If you have any questions, please contact our office.

Sincerely,



George J. Spiliotis
Executive Officer
March 29, 2016

NOMINATION FORM

I, _____ of the _____
Print Name of Presiding Officer or alternate* Name of District
hereby nominate(s) the following individual(s) for the position of:

Regular Special District Member of the Riverside Local Agency Formation Commission - Eastern Area. The term of this position will run until May 4, 2020.

Nominee: _____

District: _____

Alternate Special District Member of the Riverside Local Agency Formation Commission. The term of this position will run until May 4, 2020.

Nominee: _____

District: _____

I hereby certify that I am the presiding officer of the above named district or alternate designated by the governing body*.

Signature

Date

*If an alternate has been designated by the governing body, please provide a resolution or minute order documenting the action.



**California Special
Districts Association**
Districts Stronger Together

DATE: February 19, 2016
TO: CSDA Voting Member Presidents and General Managers
FROM: CSDA Elections and Bylaws Committee
**SUBJECT: CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS
SEAT B**

The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2017 - 2019 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular member located within the geographic network that they seek to represent. (See attached Network Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

Commitment and Expectations:

- Attend all Board meetings, held every other month at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.
(CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).
- Attend CSDA's two annual events: Special Districts Legislative Days (held in the spring) and the CSDA Annual Conference (held in the fall).
- **Complete all four modules of CSDA's Special District Leadership Academy within 2 years.**
(CSDA does not reimburse for expenses for the two conferences or the Academy classes even if a Board or committee meeting is held in conjunction with the events).

Nomination Procedures: Any Regular Member is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors. **A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination. The deadline for receiving nominations is May 20, 2016.** Nominations and supporting documentation may be mailed or faxed.

Nominees will receive a Candidate's Packet in the mail. The packet will include campaign guidelines.

CSDA will mail ballots on June 3rd. The ballots must be received by CSDA no later than 5:00 p.m. August 5, 2016. The successful candidates will be notified no later than August 8th. All selected Board Members will be introduced at the Annual Conference in San Diego, CA in October.

Expiring Terms

(See enclosed map for regional breakdown)

Northern Network	Seat B Greg Orsini, McKinleyville Community Services District*
Sierra Network	Seat B Ginger Root, Country Club Sanitary District*
Bay Area Network	Seat B Sherry Sterrett, Pleasant Hill Recreation & Park District
Central Network	Seat B Tim Ruiz, East Niles Community Services District*
Coastal Network	Seat B N/A
Southern Network	Seat B Bill Nelson, Orange County Cemetery District*
	Seat B Kathy Tiegs, Cucamonga Valley Water District

(* = Incumbent is running for re-election)

If you have any questions, please contact Charlotte Lowe at 877-924-CSDA or charlottel@csda.net.



**California Special
Districts Association**
Districts Stronger Together

2016 BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate: _____

District: _____

Mailing Address: _____

Network: _____ (see map on back)

Telephone: _____
(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE)

Fax: _____

E-mail: _____

Nominated by (optional): _____

Return this form and a Board resolution/minute action supporting the candidate
and Candidate Information Sheet by fax or mail to:

CSDA
Attn: Charlotte Lowe
1112 I Street, Suite 200
Sacramento, CA 95814
(877) 924-2732 (916) 442-7889 fax

DEADLINE FOR RECEIVING NOMINATIONS – May 20, 2016



California Special Districts Association

DISTRICT NETWORKS





**California Special
Districts Association**
Districts Stronger Together

2016 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: _____

District/Company: _____

Title: _____

Elected/Appointed/Staff: _____

Length of Service with District: _____

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

4. List civic organization involvement:

****Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after June 2, 2016 will not be included with the ballot.**

Delegate Credential

California Association of Resource Conservation Districts
801 K Street, MS 14-15 • Sacramento, CA 95814
Phone 916-457-7904 • Fax 916-457-7934

The _____ Resource Conservation District has designated _____
to serve as its voting Delegate at the 2016 CARCD Annual Conference. We have designated
_____ to serve as an alternate representative for the district. These
selections were made on _____ to serve a full one-year term.

President or Secretary of RCD

*Please fill out both the top and bottom of this credential form with the same
information and return it to the CARCD office. Thank You.*

Delegate Credential

California Association of Resource Conservation Districts
801 K Street, MS 14-15 • Sacramento, CA 95814
Phone 916-457-7904 • Fax 916-457-7934

The _____ Resource Conservation District has designated _____
to serve as its voting Delegate at the 2016 CARCD Annual Conference. We have designated
_____ to serve as an alternate representative for the district. These
selections were made on _____ to serve a full one-year term.

President or Secretary of RCD



Phone (760) 728-1332
Fax (760) 728-1331

1588 South Mission Road, Suite 100
Fallbrook, California 92028

www.missionrcd.org

March 8, 2016

Rose Corona
President, Elsinore-Murrieta-Anza RCD
P.O. Box 2078
Temecula, CA 92593-2078

Dear Rose,

Enclosed is the Memorandum of Understanding for the Agricultural Irrigation Program we are please to cooperate on with your RCD. This is the original "wet" signature copy for your signature and look forward to copy of the two signature MOU for our files.

We look forward to collaborating on this project which supports and helps sustains local agriculture in our region.

Sincerely,

Judith Mitchell
District Manager
Mission Resource Conservation District

**MEMORANDUM OF UNDERSTANDING BETWEEN THE ELSINORE-MURRIETA-ANZA
RESOURCE CONSERVATION DISTRICT AND MISSION RESOURCE CONSERVATION
DISTRICT**

This Memorandum of Understanding ("MOU") is entered into this _____, 2016, by and between the Elsinore-Murrieta-Anza Resource Conservation District ("EMARCD"), a California resource conservation district, and Mission Resource Conservation District ("Mission"), a California resource conservation district (EMARCD and Mission may each be referred to separately as a "Party" or together as the "Parties" or the "Districts").

RECITALS

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

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

WHEREAS, the Riverside County Board of Supervisors has recently approved a name change for EMARCD to the Temecula-Elsinore-Anza-Murrieta Resources Conservation District ("TEAM RCD"), a name which may therefore appear on future documentation or payment from EMARCD but which will otherwise have no effect on any legal obligations in this MOU or otherwise; and

WHEREAS, Mission is a neighboring resource conservation district also created and authorized pursuant to Public Resources Code section 9001 et seq., with a service area covering approximately 185.2 square miles in northwestern San Diego County; and

WHEREAS, Mission currently has a program for irrigation system evaluations within its service area, is qualified to provide such services, and has personnel and other resources necessary to accomplish the services; and

WHEREAS, EMARCD has been implementing an irrigation system auditing program (the "Program") within its service area utilizing employees of the Riverside-Corona Resource Conservation District, but those employees are no longer available to the extent needed to continue implementation of the program, and EMARCD issued a request for proposals for another public or private entity to carry out certain actions in association with implementation of the Program; and

WHEREAS, Mission responded to the request for proposals and, on February 11, 2016, was selected by the EMARCD Board of Directors to carry out certain actions in support of EMARCD's Program; and

WHEREAS, the Parties wish to enter into this MOU to provide for cooperation between the Districts in implementing EMARCD's Program and memorializing the rights and obligations of the Parties in relation to such Program.

AGREEMENT

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

1. **Audit:** Mission agrees to audit as many irrigation systems as are requested by Rancho California Water District's ("RCWD") agricultural customers by June 30, 2016, through RCWD's Agricultural Irrigation Efficiency Program and to provide EMARCD the services described in the scope of work in EMARCD's Request for Proposal, attached hereto as Exhibit A.
2. **Authorization:** A Notice to Proceed containing specific authorization to proceed with all or a portion of the services described in the scope of work shall be granted in writing by EMARCD or such individual as has been delegated such authority by EMARCD. Mission shall commence services immediately upon receipt of the Notice to Proceed.
3. **Payment:** EMARCD shall pay for services in accordance with the payment schedule attached as Exhibit B. Mission shall submit, by the 25th of each month, invoices for services rendered and for reimbursable expenses incurred. EMARCD shall pay properly submitted invoices within thirty (30) days of receipt, or within three (3) business days of the next EMARCD Board of Directors' meeting following the receipt of the properly submitted invoice, whichever is later. All invoices must identify: (1) the name of the RCWD agricultural customer audited, (2) acreage audited, (3) the date(s) of service, (4) authorized charges, (5) any revised contract amount, and (6) the amount of the invoice in question. Payments shall be subject to review for compliance by EMARCD with the requirements of this MOU and shall be subject to an audit upon completion of services. No other compensation will be paid except for services done under an amended agreement approved pursuant to Article 6, below, "Amendment and Cancellation."
4. **Wage Payment.** Mission expressly agrees that it will be solely responsible for the payment of any and all wages due and owing its employees or contractors arising out of services to EMARCD pursuant to this Agreement and that all payments will be made in accordance with California, federal, and any other applicable law.
5. **Time of Performance:** Mission shall complete each audit and submit an audit report within three (3) weeks after receiving from the EMARCD coordinator information relating to the name(s) of the RCWD agricultural customer(s) to be audited. If there are extenuating circumstances that make compliance with this three-week period infeasible, upon written notice to EMARCD explaining such circumstances, Mission shall have one (1) additional week in which to submit the audit report.
6. **Insurance:** Mission shall procure and maintain during the period of performance of this MOU, and for twelve (12) months thereafter, adequate third party policies of insurance from an

insurance company or companies authorized to do business in the State of California that covers any activities performed by Mission under this Agreement. Proof of this insurance shall be provided to EMARCD within one (1) week of the effective date of this Agreement.

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

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

To EMARCD at:

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

To Mission at:

Mission Resource Conservation District
1588 South Mission Road, Suite 100
Fallbrook, CA 92028

9. Authority. Each Party to this Agreement warrants to the other that it is duly organized and existing and that it and the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents and bind the parties thereto.

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

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

MISSION RESOURCE CONSERVATION
DISTRICT, a California resource conservation
district

Name: _____

Name: Judith Mitchell

Title: _____

Title: District Manager

Date: _____

Date: 03/03/2016

EXHIBIT B: PAYMENT
SCHEDULE

EXHIBIT A:
REQUEST FOR
PROPOSAL SCOPE
OF WORK



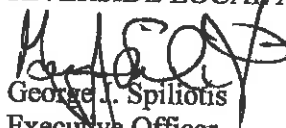
NOTICE OF PUBLIC HEARING
OF THE RIVERSIDE LOCAL AGENCY
FORMATION COMMISSION

NOTICE IS HEREBY GIVEN that a Public Hearing will be held before the **Riverside Local Agency Formation Commission**, in the Board of Supervisors Meeting Room, County Administrative Center, 1st Floor, 4080 Lemon Street, Riverside, California, on **Thursday, April 28, 2016 at 9:30 a.m.** on the following proposals:

1. Proposed Budget for Fiscal Year 2016-17.

The above does not necessarily reflect the order in which the items will be heard. Previously continued items may not appear on this notice. For a particular description of the land involved, reference is hereby made to maps and legal descriptions on file in the office of the Riverside Local Agency Formation Commission, 3850 Vine Street, Suite 240, Riverside, CA 92507. Staff reports are available for download from our website at www.lafco.org, **approximately one week prior to the hearing date** or you may submit a written request for a proposal listed above and one will be sent to you. For additional information call (951) 369-0631.

RIVERSIDE LOCAL AGENCY FORMATION COMMISSION


George I. Spiliotis
Executive Officer
April 6, 2016



March 30, 2016

Law Seminars International
800 Fifth Avenue, Ste 101
Seattle, WA 98104

To Whom it May Concern:

The address of the Elsinore Murrieta Anza RCD has changed to the following address:

EMARCD
P.O. Box 2078
Temecula, CA 92593-2078

Please change your records accordingly.

Thank You,

Rose Corona

President-EMARCD

P.O. Box 2078 ♦ Temecula, CA 92592-2078
Ph: 951-387-8992 ♦ www.EMARCD.org



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- Erler & Kalinowski, Inc.
- GEOSCIENCE Support Services, Inc.
- Kronick Moskowitz Tiedemann & Girard
- Regional Water Authority
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- Rutan & Tucker, LLP
- Todd Groundwater
- UC Dept of Land Air & Water Resources
- Young Woolridge LLP

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June 6 & 7, 2016

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3551 14 37 *****AUTO**3-DIGIT 925
2869537
David Kuhlman
Elsinore-Murieta-Anza Rcd
31569 Cyn Ests Dr Ste 113
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For which state(s)? _____
Register my colleague: _____
Name: _____ Email: _____
What type of credits do you need? _____
For which state(s)? _____
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(Fax to 206-567-5058 or register online at www.lawseminars.com)
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1112 I Street, Suite 300

Sacramento, California 95814-2865

T 916.231.4141 or 800.537.7790 • F 916.231.4111

Maximizing Protection. Minimizing Risk. • www.sdrma.org

March 21, 2016

Ms. Rose Corona
President
Elsinore-Murrieta-Anza Resource Conservation District
P.O BOX 2078
TEMECULA, California 92593

Dear Ms. Corona,

In December 2015 Special District Risk Management Authority (SDRMA) sent the California Federal Employment Notices Poster to all members. The 2016 poster included all the important state and federal laws and regulations relating to; Discrimination and Harassment, Family and Medical Leave Act, Minimum Wage, Safety and Health Protection on the job, Equal Employment Opportunity and more.

The U.S. Department of Labor recently revised the section "California's Pregnancy Disability Leave Notice". Due to this update SDRMA has enclosed the amended document which must be posted by April 1.

Public Agency employers are required to place the enclosed "California's Pregnancy Disability Leave Notice" document over the section "Notice A and B Leave Rights" title heading on the California Federal Employment Notices Poster at all locations where the current poster is located.

Please contact us at 800.537.7790 if you have any questions.

Sincerely,
Special District Risk Management Authority

Gregory S. Hall, ARM
Chief Executive Officer

Enclosure

California's Pregnancy Disability Leave Notice:

Your Rights And Obligations As A Pregnant Employee
Notice Obligations as an Employee

**Print It****Cut It****Fit It**

This PDF update is sized to fit over the existing notice on your poster. Print the PDF (for best results, choose "No scaling" or "Actual size" on your printer's settings). Simply cut it out following the dotted lines and then fit the updated poster over the existing notice with your choice of application. Posting this update now will guarantee your compliance with the most up-to-date labor laws.

Popular Application Choices:

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Glue
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STATE OF CALIFORNIA | DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING



If you are pregnant, have a related medical condition, or are recovering from childbirth, PLEASE READ THIS NOTICE.

- California law protects employees against discrimination or harassment because of an employee's pregnancy, childbirth or any related medical condition (referred to below as "because of pregnancy"). California law also prohibits employers from denying or interfering with an employee's pregnancy-related employment rights.
- Your employer has an obligation to:
 - reasonably accommodate your medical needs related to pregnancy, childbirth or related conditions (such as temporarily modifying your work duties, providing you with a stool or chair, or allowing more frequent breaks);
 - transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy; and
 - provide you with pregnancy disability leave (PDL) of up to four months (the working days you normally would work in one-third of a year or 17 1/3 weeks) and return you to your same job when you are no longer disabled by your pregnancy or, in certain instances, to a comparable job. Taking PDL, however, does not protect you from nonleave related employment actions, such as a layoff.
 - provide a reasonable amount of break time and use of a room or other location in close proximity to the employee's work area to express breast milk in private as set forth in the Labor Code.
- For pregnancy disability leave:
 - PDL is not for an automatic period of time, but for the period of time that you are disabled by pregnancy. Your health care provider determines how much time you will need.
 - Once your employer has been informed that you need to take PDL, your employer must guarantee in writing that you can return to work in your same position if you request a written guarantee. Your employer may require you to submit written medical certification from your health care provider substantiating the need for your leave.
 - PDL may include, but is not limited to, additional or more frequent breaks, time for prenatal or postnatal medical appointments, doctor-ordered bed rest, severe "morning sickness," gestational diabetes, pregnancy-induced hypertension, preeclampsia, recovery from childbirth or loss or end of pregnancy, and/or postpartum depression.
 - PDL does not need to be taken all at once but can be taken on an as-needed basis as required by your health care provider, including intermittent leave or a reduced work schedule, all of which counts against your four month entitlement to leave.
 - Your leave will be paid or unpaid depending on your employer's policy for other medical leaves. You may also be eligible for state disability insurance or Paid Family Leave (PFL), administered by the California Employment Development Department.
 - At your discretion, you can use any vacation or other paid time off during your PDL.
 - Your employer may require or you may choose to use any available sick leave during your PDL.
 - Your employer is required to continue your group health coverage during your PDL at the same level and under the same conditions that coverage would have been provided if you had continued in employment continuously for the duration of your leave.
 - Taking PDL may impact certain of your benefits and your seniority date; please contact your employer for details.
 - If possible, you must provide at least 30 days' advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself). For events that are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

Notice Obligations as an Employee.

- Give your employer reasonable notice: To receive reasonable accommodation, obtain a transfer, or take PDL, you must give your employer sufficient notice for your employer to make appropriate plans. - Sufficient notice means 30 days advance notice if the need for the reasonable accommodation, transfer, or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.
- Provide a Written Medical Certification from Your Health Care Provider. Except in a medical emergency where there is no time to obtain it, your employer may require you to supply a written medical certification from your health care provider of the medical need for your reasonable accommodation, transfer or PDL. If the need is an emergency or unforeseeable, you must provide this certification within the time frame your employer requests, unless it is not practicable for you to do so under the circumstances despite your diligent, good faith efforts. Your employer must provide at least 15 calendar days for you to submit the certification. See your employer for a copy of a medical certification form to give to your health care provider to complete.
- PLEASE NOTE that if you fail to give your employer reasonable advance notice or, if your employer requires it, written medical certification of your medical need, your employer may be justified in delaying your reasonable accommodation, transfer, or PDL.

Additional Rights under California Family Rights Act (CFRA) Leave.

- You also may be entitled to additional rights under the California Family Rights Act of 1993 (CFRA) if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave. This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition (not related to pregnancy) or that of your child, parent or spouse. While the law provides only unpaid leave, employees may choose or employers may require use of accrued paid leave while taking CFRA leave under certain circumstances. For further information on the availability CFRA leave, please review your employer's Notice regarding the availability of CFRA leave.

This notice is a summary of your rights and obligations under the Fair Employment and Housing Act (FEHA). For more information about your rights and obligations as a pregnant employee, contact your employer, visit the Department of Fair Employment and Housing's Web site at www.dfeh.ca.gov, or contact the Department at (800) 884-1684. The text of the FEHA and the regulations interpreting it are available on the Department of Fair Employment and Housing's Web site at www.dfeh.ca.gov.

Rev. 04/2016

March 21, 2016

Mr. Randy Feeney
Office Manager
Elsinore-Murrieta-Anza Resource Conservation District
Post Office Box 2078
Temecula, California 92593

Dear Mr. Feeney,

On February 3, 2016, the SDRMA Board of Directors approved Bylaw revisions in draft form and authorized staff to send the proposed draft Bylaw revisions to members for review and comment. Current Bylaws require that members receive a draft of the proposed Bylaw revisions at least 30 days before final approval by the SDRMA Board of Directors. The Board will then take action on the revised Bylaws at the next regular board meeting at 9:30 a.m. on May 5, 2016 in Sacramento, California at the SDRMA administration building.

Attached is a copy of the "redlined" version of the Bylaws showing the proposed revisions and a "clean" version with the proposed revisions incorporated into the Bylaws. Some of the revisions are cleanup items left over from the 2003 merger between SDRMA and SDWCA (Special District Workers Compensation Authority), some are related to loss prevention efforts to protect the Authority's members and some are related to procedures for termination of membership. Please take a moment to review the proposed Bylaw revisions.

There is no action required by your agency. However, if you have any comments on the proposed Bylaw revisions mail them to:

SDRMA
c/o Greg Hall, CEO
1112 I Street Suite 300
Sacramento, California 95814

In addition, SDRMA is pleased to provide a copy of the newly released 2014-15 Annual Report. The report highlights the strength of our programs, the diversity of our membership and the financial security of our pool as well as other important information including specific program highlights noted in the Board President's Message on page 2.

Finally, members can submit a request for reimbursement to SDRMA for amounts spent on loss prevention efforts during the program year up to a maximum of \$1,000 per program, per year. All requests must be accompanied by a copy of an invoice and proof of payment. Requests are processed on a first-come, first-serve basis until the Loss Prevention Allowance budget funds are depleted.

REMINDER – We hope to see you at our Annual Membership Meeting and Safety/Claims Education Day on March 28-29, 2016 at the Newport Beach Marriott Hotel and Spa! Visit our website, www.sdrma.org and click on "Register for a training workshop" in the right-hand column for more information.

Thank you for helping make SDRMA a premier risk management provider! If you have any questions, please contact the SDRMA Finance Department at 800.537.7790 or 916.231.4141.

Sincerely,
Special District Risk Management Authority



David Aranda, President
Board of Directors

BYLAWS OF SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

THESE BYLAWS are for the regulation of Special District Risk Management Authority (the "Authority"). The definitions of terms used in these Bylaws shall be those definitions contained in the Sixth Amended and Restated Joint Powers Agreement relating to the Authority (the "Agreement"), supplements to such Agreement, and subsequent amendments to such Agreement, unless the context requires otherwise.

ARTICLE I MEMBERSHIP

1. **Eligibility**

Any district, public agency, or public entity organized under the laws of the State of California, which is a member of the California Special Districts Association ("CSDA") is eligible for membership in the Authority upon approval by the Board of Directors of the Authority.

2. **Participating Member**

A "Member," as that term is used herein, is any public entity described in Section 1 above in the State of California whose participation in the Authority has been approved by the Board of Directors, and which (a) has executed the Joint Powers Agreement or successor document pursuant to which these Bylaws are adopted, and (b) which participates in a Joint Protection Program. Absent specific approval of the Board of Directors, all members shall at all times be a participant in either the Property/Liability Program or Workers' Compensation Program established by the Authority.

3. **Successor Member Entity**

Should any Member reorganize in accordance with the statutes of the State of California, the successor in interest, or successors in interest, if a member of CSDA, may be substituted as a Member upon approval by the Board of Directors of the Authority.

4. **Annual Membership Meeting**

An annual meeting of the members of the Authority shall be held at a time and place to be determined by the Board of Directors. The annual meeting shall be conducted in accordance with policies established by the Board of Directors. Each and every entity that is a Member of the Authority shall, no less than thirty (30) calendar days prior to such meeting, be given written notice of the time and place of the meeting. The final agenda will be posted 72 hours prior to the meeting in the manner provided by the Ralph M. Brown Act (California Government Code Section 54950 *et seq.*) (the "Brown Act"). The agenda shall include:

- a. Those matters which are intended to be presented for action by the Board of Directors;
- b. The general nature of any proposal to be presented for action; and
- c. Such other matters, if any, as may be expressly required by statute or by the Agreement.

ARTICLE II BOARD OF DIRECTORS

1. **Powers**

Under the Agreement or successor document, the Authority is empowered to carry out all of its powers and functions through a Board of Directors. The Board of Directors shall have the powers set forth as follows, or as otherwise provided in the Agreement:

- a. to make and enter into contracts, including the power to accept the assignment of contracts or other obligations which relate to the purposes of the Authority, or which were entered into by a Member or Former Member prior to joining the Authority, and to make claims, acquire assets and incur liabilities;
- b. to incur debts, liabilities, or other obligations, including those which are not debts, liabilities or obligations of the Members or Former Members, or any of them;
- c. to charge and collect Contributions and Assessments from Members or Former Members for participation in Programs;

- d. to receive grants and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
- e. to acquire, hold, lease or dispose of property, contributions and donations of property and other forms of assistance from persons, firms, corporations and governmental entities;
- f. to acquire, hold or dispose of funds, services, donations and other forms of assistance from persons, firms, corporations and governmental entities;
- g. to employ agents and employees, and/or to contract for such services;
- h. to incur debts, liabilities or other obligations to finance the Programs and any other powers available to the Authority under Article 2 or Article 4 of the Act;
- i. to enter into agreements for the creation of separate public entities and agencies pursuant to the Act;
- j. to sue and be sued in its own name; and
- k. to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement (including the provision of all other appropriate ancillary coverages for the benefit of the Members or Former Members), or otherwise authorized by law or the Act.

2. Nomination of Directors

Members may nominate candidates to the Board of Directors in the following manner:

- a. A Member may place into nomination its candidate for any open position on the Board of Directors in accordance with election guidelines established by the Board of Directors.
- b. Each candidate for election as a director must be a member of the board of directors or a management employee of a Member (as determined by the Member's governing board). Only one representative from any Member may serve on the Board of Directors at the same time.
- c. Nominating forms must be completed and received by the Authority at least fifty (50) days before the date the election will occur.
- d. This nomination process shall be the sole method for placing candidates into nomination for the Board of Directors.

3. Terms of Directors

The composition of the Board shall be as set forth in the Agreement. The election of directors shall be held in each odd-numbered year. The terms of the directors elected by the Members will be staggered. Four directors will serve four-year terms, to end on December 31 of one odd-numbered year. Three directors will serve four-year terms, to end on December 31 of the alternate odd-numbered year.

The failure of a director to attend three (3) consecutive regular meetings of the Board (provided such meetings shall occur in a period of not less than three (3) successive months), except when prevented by sickness, or except when absent from the State with the prior consent of the Board, as provided by Government Code, Section 1770 shall cause such director's remaining term in office to be considered vacant. A successor director shall be selected for the duration of such director's term as set forth in Section 5 hereof.

4. Election of Directors

Members may vote for directors in accordance with the balloting process guidelines established herein or as otherwise established by policy of the Board of Directors. Each Member shall have one vote in the election per elected position.

The Board of Directors will conduct the election of directors to serve on the Board of Directors by all-mail ballot. Written notice shall be sent by mail to each Member no later than ninety (90) days prior to the date scheduled for such election. Said notice shall (i) inform each Member of the positions to be filled on the Board of Directors at such election; and (ii) inform each Member of its right to nominate candidates for any office to be filled at the election to Article II, Section 2 of the Bylaws. A form of mail ballot containing all mailed nominations accepted for any office to be filled at the election shall be mailed in accordance with policy established by the Board of Directors to each Member. Said mailed ballot shall indicate that each Member may return the ballot to the principal business address of the Authority and that only those ballots received prior to the close of business on the date designated for the election shall be considered valid and counted.

5. Vacancy

Upon the death or resignation of any member of the elected Board of Directors, or the determination such member's remaining term is vacant pursuant to Section 3 hereof, the vacancy shall be filled for the balance of the unexpired term by appointment in accordance with policy established by the Board of Directors.

6. Meetings

The business of the Board of Directors shall be conducted and exercised only at a regular or special meeting of the Board of Directors held in accordance with law. Written notice of each meeting shall be given to each director of the Board by mail or other means of written communication, in the manner provided by the Brown Act. Such notice shall specify the place, the date, and the hour of such meeting.

Special meetings of the Board of Directors, for the purpose of taking any action permitted by statute and the Agreement, may be called at any time by the President, or by the Vice President in the absence or disability of the President, or by a majority of the members of the Board.

Any annual, regular, or special Board of Directors' meeting, whether or not a quorum is present, may be adjourned from time to time, as provided by the Brown Act.

Minutes of any and all open meetings shall be available to Members upon request and distributed by mail, electronically, or available on the Authority's MemberPlus on-line web portal.

7. Quorum and Required Vote

A quorum of the Board of Directors shall be a majority of the total number of directors. A quorum must be present at any meeting before the business of the Board of Directors can be transacted. The vote of a majority of the Board of Directors shall be required for any act or decision of the Board of Directors, except as otherwise specifically provided by law or the Agreement. The directors present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal from the meeting of enough directors to leave less than a quorum.

8. Expenses

Board members shall be reimbursed by the Authority in accordance with policy approved by the Board of Directors for all reasonable and necessary travel expenses when required or incurred by any director in connection with attendance at a meeting of the Board of Directors or a committee thereof and for such other expenses as are approved by the Board. These expenses shall include, but shall not be limited to, all charges for meals, lodging, airfare, and the costs of travel by automobile at a rate per mile established by the Board of Directors.

ARTICLE III

OFFICERS AND EMPLOYEES

1. President, Vice President and Secretary

There shall be three officers of the Board: a president, a vice president and a secretary, who shall be members of the Board of Directors.

Election of officers shall be held at the first meeting following January 1 of each year, and each officer's term shall begin immediately thereafter, and shall end following adjournment of the first meeting following January 1 of the next year, or as soon thereafter as a successor is elected.

In the event the president, vice president or secretary so elected ceases to be a member of the Board of Directors, the resulting vacancy in the office shall be filled by election at the next regular meeting of the Board of Directors after such vacancy occurs. The president or vice president may be removed, without cause, by the Board of Directors at any regular or special meeting thereof, by a two-thirds vote of the voting members of the Board.

The president shall preside at and conduct all meetings of the Board of Directors, and shall carry out the resolutions and orders of the Board of Directors and shall exercise such other powers and perform such other duties as the Board of Directors shall prescribe. The president shall be ex-officio a member of all standing committees, if any. In the absence of the president, the vice president shall carry out the duties of the president. The secretary shall keep, or cause to be kept, minutes of all meetings, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors.

SDRMA Amended Bylaws

2. Board Committees

Committees of the Board may be appointed in accordance with policy established by the Board of Directors, and membership on such committees may be open to non-members of the Board of Directors. Committees shall include at least one (1) member of the Board of Directors, but may not include a majority of the Board of Directors.

3. Chief Executive Officer

The Board shall appoint a Chief Executive Officer who shall have general administrative responsibility for the activities of the Authority. The Chief Executive Officer shall be paid by the Authority and is a contract position.

The Chief Executive Officer shall record or cause to be recorded, and shall keep or cause to be kept, at the principal executive office or such other place as the Executive Committee may order, a book of minutes of actions taken at all meetings of the Board of Directors, whether regular or special (and, if special, how authorized), the notice thereof given, the names of those present at the meetings, and the proceedings thereof. The Chief Executive Officer/ shall keep, or cause to be kept, at the principal executive office of the Authority a list of all designated representatives and alternates of each Member. The Chief Executive Officer/ shall give, or cause to be given, notice of all the meetings of the Board of Directors required by the Bylaws or by statute to be given, and shall have such other powers and perform such other duties as may be prescribed by the Board, the Agreement or the Bylaws.

The Chief Executive Officer shall have the duty of administering the Programs of the Authority, as provided for in the Agreement, shall have direct supervisory control of and responsibility for the operation of the Authority including appointment of necessary employees thereof, subject to the approved budget and prior authorization of each position by the Board, and such other related duties as may be prescribed by the Board or elsewhere in these Bylaws or the Agreement.

4. Execution of Contracts

The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Authority, and such authorization may be general or confined to specific instances except as otherwise provided by these Bylaws or the Agreement. Unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Authority by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

5. Resignation

Any officer may resign at any time by giving written notice to the president or to the Chief Executive Officer of the Authority, without prejudice, however, to the rights, if any, of the Authority under any contract to which such officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE IV DESIGNATED ENTITY

The Lewiston Community Services District is hereby designated as the applicable entity for defining the restrictions upon the manner of exercising power as set forth in the California Government Code Section 6509, and as provided for in the Agreement of which these Bylaws are a part.

Should the Lewiston Community Services District terminate its membership or be involuntarily terminated in accordance with provisions of these Bylaws, the Board of Directors shall, by resolution, name a successor Member as the "designated entity" until such time as this Article can be amended.

ARTICLE V JOINT PROTECTION PROGRAMS

1. Implementation of Joint Protection Programs

The Board of Directors may, at any time, offer such Programs as it may deem desirable. Such Program or Programs shall be offered on such terms and conditions as the Board of Directors may determine. Members must participate in at least one Joint Protection Program, but participation in any additional Programs or plans will be optional. Those Programs currently include: Property/Liability, Workers' Compensation, Health Benefits and various optional ancillary

coverages. The Board of Directors shall establish the amount of Contributions, Estimated Contributions and Assessments, determine the amount of loss reserves, provide for the handling of claims, determine both the type and amount of insurance and/or reinsurance, if any, to be purchased, and otherwise establish the policies and procedures necessary to provide a particular Program for Members. As soon as feasible after development of the details of a Program, the specific rules and regulations for the implementation of such Program shall be adopted by the Board, which shall cause them to be set forth in written form in a policy and procedures manual prepared by the Authority for the Members.

2. Method of Calculating Contributions

The Board of Directors shall establish the method of calculating contributions for Members in each Program or plan annually.

**ARTICLE VI
FINANCIAL AFFAIRS**

1. Accounts and Records

The Authority shall establish and maintain such bank accounts and maintain such books and records as determined by the Board of Directors and as required by good accounting practice. Books and records of the Authority shall be open to inspection at all reasonable times by authorized representatives of Members. Periodically, but not less often than annually, financial reports shall be made available to all Members.

As provided in the Agreement, the funds, reserves and accounts of each Program shall not be commingled and shall be separately accounted for; provided, however, that administration and overhead expenses of the Authority not related to a specific Program or Programs may be allocated among Programs as determined by the Board of Directors.

2. Audit

The Authority shall obtain an annual audit of its financial statements, which audit shall be made by an independent certified public accountant and shall conform to generally accepted auditing standards. A copy of said audit report shall be available, upon request, to each of the Members. Such audit report shall be obtained and filed within six months after the end of the fiscal year under examination.

3. Annual Budget

Prior to the beginning of each Fiscal Year (or Program Year, as appropriate) the Board shall annually approve an operating budget for the Authority, including a budget for each Joint Protection Program.

4. Risk Sharing

a. Except as otherwise determined by the Board, all Programs established and/or operated under the Agreement or these Bylaws are intended to be risk-sharing programs. Notwithstanding this intention, and upon findings by the Board of Directors of the Authority that confirm the value thereof, the Board of Directors may recognize sound risk management and loss control by the members through contribution and coverage modifications.

b. The Board of directors authorizes the Chief Executive Officer to make adjustments to a member agency's specific deductibles, risk factor, experience modification factor or the coverage afforded based on:

- i. The Member's loss experience in comparison to the loss experience of the other members;
- ii. Non-compliance with SDRMA recommended risk management or loss control measures;
- iii. The Member's failure to allow SDRMA or its agents reasonable access to facilities and records in the event of a claim or a loss control inspection;
- iv. The Member's failure to cooperate with SDRMA's officers, agents, employees, attorneys and claim adjusters; or
- v. The Member's failure to honor any other reasonable request by SDRMA with respect to fulfilling the Member's responsibilities as outlined in Article 17 of the Joint Powers Agreement relating to the Authority.

5. Distribution of Net Position

Any Net Position from the operation of any Program, in such amounts and under such terms and conditions as may be determined by the Board of Directors, may be distributed to the Members in such Program. Any distribution of such funds shall be made on a pro rata basis in relation to net contributions paid to that Program and shall be made only to those Members which participated in the Program during the Program Year in which the Net Position were

generated. Such distributions may be made to Members based on the Program Year(s) during which the Member participated, even if the Member is not a Member at the time of the distribution.

6. Assessments

- a. If, in the opinion of the Board of Directors, claims against Members in any particular Program or plan for any particular Program Year are of such a magnitude as to endanger the ability of the Authority to continue to meet its obligations for that Program for that Program Year, each Member who has participated in that particular Program or plan of the Authority during the applicable Program Year shall be assessed a pro rata share of the additional amount determined necessary by the Board of Directors to restore the ability of the Authority to continue to meet its obligations for the applicable Program Year.
- b. Each Member's pro rata share of the total Assessment shall be in the same proportion as that Member's gross contributions paid during or due for the applicable Program Year bears to the total gross Contributions paid by or due from all Members during the applicable Program Year. In calculating these amounts, the Assessment shall not be included in gross Contributions.
- c. Failure of any Member to pay any regular Contribution or Assessment when due shall be cause for the involuntary termination of that entity's membership in the Authority. Such Assessment shall be a debt due by all Members who have participated in the applicable Program or plan during the applicable Program Year, and shall not be discharged by termination of membership.

7. Fiscal Year

The Authority shall operate on a fiscal year commencing on July 1 and ending on the following June 30. Such fiscal year shall also be the Program Year for any Member in any Joint Protection Program.

8. Agency Funds; No Loans

All funds received within a Joint Protection Program, as determined by the Board, for the purposes of the Authority shall be utilized solely for the purposes of such Joint Protection Program, and all expenditures of funds shall be made only upon signatures authorized by the Board of Directors, which shall establish the necessary procedures for doing so. Any funds not required for the immediate need of the Authority, as determined by the Board of Directors, may be invested in any manner authorized by law for the investment of funds of a special district.

Except for the allocation of administrative and overhead expenses, and for investment purposes as set forth in the Agreement, Program funds shall not be commingled and shall be separately accounted for.

The Board may not approve loans between Programs.

9. Grants and Donations

Without in any way limiting the powers otherwise provided for in the Agreement, these Bylaws, or by statute, the Authority shall have the power and authority to receive, accept, and utilize the services of personnel offered by any Member, or their representatives or agents; to receive, accept, and utilize property, real or personal, from any Member or its agents or representatives; and to receive, accept, expend, and disburse funds by contract or otherwise, for purposes consistent with the provisions of the Agreement, which funds may be provided by any Member, their agents, or representatives.

10. Recovery of Payment

In the event of any payment by the Authority, the Authority may on behalf of the Member, either in the name of the Authority, in the name of the Member or both, recover sums paid to or on behalf of the Member from any person or organization liable, legally, contractually or otherwise, and the Member shall execute and deliver such instruments and papers, and do whatever else is necessary including execution of an assignment of all claims, including all rights to recover attorney fees, to the Authority or to a third party at the Authority's request, to secure such recovery and shall do nothing to impair such recovery. All sums recovered shall be applied to reimburse the Authority for payments made to or on behalf of the Member, to reimburse the Authority for the expense of such recovery, and to reimburse the Member for any deductible or co-insurance penalty paid.

ARTICLE VII**WITHDRAWALS; TERMINATION OF MEMBERSHIP****1. Withdrawal from Programs**

A Member may voluntarily withdraw from any particular Program only in accordance with the applicable provision of the Agreement or any successor document thereto. A Member may withdraw from a Program without withdrawing from the Agreement if it is a participant in another Joint Protection Program of the Authority. Notice of intention to withdraw from a Program must be given to the Authority at least ninety (90) days prior to the end of the Program Year. No withdrawal shall become effective until the end of the applicable Program Year.

2. Involuntary Termination

Membership shall be deemed automatically terminated immediately and without prior notice upon the failure of any Member to maintain membership in at least one of the Authority's Programs.

In addition, a Member may be terminated from membership in a Program or the Agreement for cause upon a majority vote of the Board of Directors. The effective date of such termination shall be as determined by the Board of Directors, except that such termination shall take effect no later than sixty (60) days following the Board's decision to terminate and notice thereof is provided to the Member pursuant to Article VII, Section 3. For purposes of this Section, cause shall be deemed to include the following:

- a. Failure to pay any contribution, deposit, contribution to loss reserve, or assessment when due.
- b. Failure to comply with the Bylaws or with the policies and procedures established by the Authority.
- c. Based on a Member's loss experience, the Board of Directors has determined it to be detrimental to the stability of the pool.
- d. Dissolution of a Member.
- e. Failure to maintain membership in CSDA.
- f. Failure to undertake or continue risk management or loss control measures recommended by SDRMA or the Board of Directors.
- g. Failure to allow SDRMA or its agents reasonable access to all facilities and records of the Member which are necessary for the proper administration of a Program.
- h. Failure to cooperate fully with SDRMA officers, employees, attorneys, claims adjusters or other agents.
- i. Failure of a Member, the elected governing body of a Member, or of other personnel of the Member to exercise the Member's powers or fulfill the Member's duties in accordance with the Constitution or laws of the State of California.
- j. Any other act, omission or event, whether or not the fault of the Member, which causes the Member's continued membership in SDRMA to be inconsistent with the best interests of SDRMA or any of its programs.

3. Notification; Hearing, Obligations Upon Involuntary Termination

A Member which is automatically terminated on account of its failure to maintain membership in at least one of the Authority's Programs shall be given notice of such termination within thirty (30) days after such automatic termination. However, the failure to give such notice shall not operate to reinstate such Member.

In the event of a termination for cause by the Board of Directors, a Member may be terminated only after a written notice sent by certified or first class mail from the Chief Executive Officer of the Authority, stating the reasons for termination. Such notice shall provide the Member thirty (30) calendar days to cure the grounds for termination. The Member may request a hearing before the Board of Directors prior to the final termination of the Member's membership in the Authority. The Chief Executive Officer of the Authority shall present the case for termination to the Board of Directors, and the Member shall have reasonable opportunity to present its case to the Board of Directors.

The decision by a majority of the Board of Directors to terminate a Member after notice and hearing or after the failure of the Member to cure the grounds given for termination shall be final and shall not be subject to appeal in any forum. The termination after notice and hearing shall take effect thirty (30) days after the decision to terminate is approved by the Board of Directors.

Any terminated Member shall continue to be bound to those same continuing obligations to which a withdrawing Member is obligated in accordance with Article VII, section 6 of these Bylaws.

4. Voluntary Withdrawal from Agreement

A Member may withdraw voluntarily only as provided in the Agreement. Notice of intention to withdraw from the Agreement must be given to the Authority at least 90 days prior to the end of the Program Year of any Program in which the Member participates at the time of the notice.

5. Payment Upon Termination of Membership

In the event of a termination of the membership of any Member by involuntary or voluntary termination, said Member shall thereafter be entitled to receive its pro rata share of any distribution of Net Position declared by the Board of Directors that pertains to a coverage year during which the terminated Member participated in any particular Program for which such distribution is made. Such payment shall be in full settlement and satisfaction of any and all claims that said terminated Member may have against the Authority.

6. Continued Liability

Upon withdrawal or involuntary termination of a Member, the Agreement shall not terminate and that Member shall continue to be responsible for any unpaid Contributions and for any Assessment(s) levied in accordance with the provisions of the Agreement or Bylaws. Such Member, by withdrawing or being involuntarily terminated, shall not be entitled to payment, return or refund of any Contribution, Assessment, consideration, or other property paid or donated by the Member to the Authority, or to return of any loss reserve contribution, or to any distribution of assets (except payment of any Net Position, as set forth in Article VII, section 5 above).

ARTICLE VIII

TERMINATION OF THE AUTHORITY; TERMINATION OF PROGRAMS

1. After having made proper provision for the winding up of the affairs of the Authority and each of the Programs operated by the Authority, the Authority shall distribute the net assets of the Authority as follows:
 - a. The net remaining assets of the Property/Liability Joint Protection Program shall be paid on a pro rata share basis to each Member who is a member of said Joint Protection Program at the time of termination of the Authority. A Member's pro rata share shall be in the same proportion as the total Contributions and Assessments paid by that Member to said Joint Protection Program or its predecessor in interest from its inception in 1986 and continuing throughout said Member's period of participation bears to the total Contributions and Assessments paid to said Joint Protection Program and its predecessors in interest during its period of operation by all members of said Joint Protection Program at the time of termination.
 - b. The Authority shall pay to each Member who is a member of the Workers' Compensation Coverage Joint Protection Program at the time of termination its pro rata share of the net remaining assets of said Joint Protection Program. A member's pro rata share shall be in the same proportion as the total Contributions and Assessments paid by that Member to said Joint Protection Program and its predecessor in interest offered by SDWCA, from its inception in 1982 and continuing throughout that Member's participation, bears to the total Contributions and Assessments paid to said Joint Protection Program and its predecessors in interest offered by SDWCA, during its period of operation by all members of said Joint Protection Program at the time of termination.
 - c. The Authority shall pay to each Member who is a member of any additional Program, excluding the Health Benefits Program operated by the Authority at the time of termination its pro rata share of the net remaining assets of said Program. A Member's pro rata share shall be in the same proportion as the total Contributions and Assessments paid by that Member to such Program during its period of participation bears to the total Contributions and Assessments paid to that Program during its entire period of operation by all Members of that Program at the time of termination.

2. The Board of Directors is also vested with the power to terminate individual Programs operated by the Authority without terminating the Agreement or terminating the Authority. In the event of termination of a Program operated by the Authority, said Program shall continue to exist for the purpose of paying or making provision for the payment of all known claims arising within said Program; for insuring, reinsuring or making other provision for the payment of any and all unknown claims covered by such Program; for the payment of all debts, liabilities, administrative expenses, and obligations of that Program out of the assets of that Program; and to perform all other functions necessary to wind up the business affairs of that Program. After having made proper provisions for the winding up the business affairs of a terminated Program, the Authority shall pay to each Member who is a member of that Program at the time of termination its pro rata share of net remaining assets of that Program. A Member's pro rata share of the net remaining assets of each such terminated Program shall be computed as set forth in paragraph (1) above.
3. In lieu of terminating this Agreement, the Board, with the written consent of two-thirds of the existing Members, may elect to assign and transfer all of the Authority's rights, assets, claims, liabilities and obligations to a successor joint powers authority created under the Act.

ARTICLE IX **PROVISIONS RELATING TO CSDA**

1. Board of Directors; Alliance Executive Council

In the event the Alliance Executive Council MOU has been terminated or the Authority has withdrawn from the MOU, two (2) additional directors to be appointed by CSDA shall increase the composition of the Board of Directors. So long as the Authority is a participant in the MOU, the Board shall appoint three (3) members of the Board to serve as members of the Alliance Executive Council.

CSDA is authorized to appoint two (2) directors as provided in the Agreement, the terms of such appointed directors will end on December 31 of the alternate odd-numbered year to coincide with SDRMA's election of the minority number of directors.

Upon the death or resignation of a member of the Board of Directors appointed by CSDA, the vacancy shall be filled for the balance of the unexpired term by appointment by CSDA.

ARTICLE X **AMENDMENTS: EFFECTIVE DATE**

These Bylaws may be amended at any time by majority vote of the Board of Directors following a 30-day written notice to all Members as to the amendment(s) proposed to be adopted, except that these Bylaws cannot be amended in any way that would conflict with the terms and provisions of the Agreement or successor document and any amendment thereof. Said written notice provided to members shall include notification of the Board meeting date, time and location that action will be taken by the Board on the proposed amendments.

ARTICLE XI **PRIOR BYLAWS REVOKED**

When approved by the Board of Directors these Bylaws, upon coming effective pursuant to Article X will supersede and replace all prior bylaws.

* * * * *

Approved:

David Aranda, President - Board of Directors
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

May 5, 2016
Date

Attested:

AYES:

NOES:

ABSTAINED:

ABSENT:

Gregory S. Hall, ARM, Chief Executive Officer
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

BYLAWS OF SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

THESE BYLAWS are for the regulation of Special District Risk Management Authority (the "Authority"). The definitions of terms used in these Bylaws shall be those definitions contained in the ~~Sixth Fifth~~ Amended and Restated Joint Powers Agreement relating to the Authority (the "Agreement"), supplements to such Agreement, and subsequent amendments to such Agreement, unless the context requires otherwise.

ARTICLE I MEMBERSHIP

1. **Eligibility**

Any district, public agency, or public entity organized under the laws of the State of California, which is a member of the California Special Districts Association ("CSDA") is eligible for membership in the Authority upon approval by the Board of Directors of the Authority.

2. **Participating Member**

A "Member," as that term is used herein, is any public entity described in Section 1 above in the State of California whose participation in the Authority has been approved by the Board of Directors, and which (a) has executed the Joint Powers Agreement or successor document pursuant to which these Bylaws are adopted, and (b) which participates in a Joint Protection Program ~~or other Program~~. Absent specific approval of the Board of Directors, all members shall at all times be a participant in either the Property/Liability Program or Workers' Compensation Program at least one program established by the Authority.

3. **Successor Member Entity**

Should any Member reorganize in accordance with the statutes of the State of California, the successor in interest, or successors in interest, ~~or successors in interest~~, if a member of CSDA, may be substituted as a Member upon approval by the Board of Directors of the Authority.

4. **Annual Membership Meeting**

An annual meeting of the members of the Authority shall be held at a time and place to be determined by the Board of Directors. The annual meeting shall be conducted in accordance with policies established by the Board of Directors. Each and every entity that is a Member of the Authority shall ~~be mailed~~, no less than thirty (30) calendar days prior to such meeting, be given written notice of the time and place ~~and tentative agenda~~ of the meeting. The final agenda will be posted 72 hours prior to the meeting in the manner provided by the ~~in the manner provided by the~~ Ralph M. Brown Act (California Government Code Section 54950 *et seq.*) (the "Brown Act"). The agenda shall include:

- a. Those matters which are intended to be presented for action by the Board of Directors;
- b. The general nature of any proposal to be presented for action; and
- c. Such other matters, if any, as may be expressly required by statute or by the Agreement.

ARTICLE II BOARD OF DIRECTORS

1. **Powers**

Under the Agreement or successor document, the Authority is empowered to carry out all of its powers and functions through a Board of Directors. The Board of Directors shall have the powers set forth as follows, or as otherwise provided in the Agreement:

- a. to make and enter into contracts, including the power to accept the assignment of contracts or other obligations which relate to the purposes of the Authority, or which were entered into by a Member or Former Member prior to joining the Authority, and to make claims, acquire assets and incur liabilities;
- b. ~~to accept an assignment from SDWGA of all its assets, obligations and liabilities prior to the dissolution of SDWGA (including claims and contracts in existence prior to such dissolution) in order to benefit the Members or Former Members participating in the SDWGA workers compensation program, provided, that except for the fair and~~

~~equitable allocation of administrative and overhead expenses, funds from such assignment shall not be commingled and shall be separately accounted for as provided for in this Agreement and the Bylaws.~~

- ~~e-b.~~ to incur debts, liabilities, or other obligations, including those which are not debts, liabilities or obligations of the Members or Former Members, or any of them;
- ~~d-c.~~ to charge and collect Contributions and Assessments from Members or Former Members for participation in Programs;
- ~~e-d.~~ to receive grants and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
- ~~f-e.~~ to acquire, hold, lease or dispose of property, contributions and donations of property and other forms of assistance from persons, firms, corporations and governmental entities;
- ~~g-f.~~ to acquire, hold or dispose of funds, services, donations and other forms of assistance from persons, firms, corporations and governmental entities;
- ~~h-g.~~ to employ agents and employees, and/or to contract for such services;
- ~~i-h.~~ to incur debts, liabilities or other obligations to finance the Programs and any other powers available to the Authority under Article 2 or Article 4 of the Act;
- ~~j-i.~~ to enter into agreements for the creation of separate public entities and agencies pursuant to the Act;
- ~~k-j.~~ to sue and be sued in its own name; and
- ~~l-k.~~ to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement (including the provision of all other appropriate ancillary coverages for the benefit of the Members or Former Members), or otherwise authorized by law or the Act.

2. Nomination of Directors

Members may nominate candidates to the Board of Directors in the following manner:

- a. A Member may place into nomination its candidate for any open position on the Board of Directors in accordance with election guidelines established by the Board of Directors.
- b. Each candidate for election as a director must be a member of the board of directors or a management employee of a Member (as determined by the Member's governing board). Only one representative from any Member may serve on the Board of Directors at the same time.
- c. Nominating forms must be completed and received by the Authority at least fifty (50) days before the date the election will occur.
- d. This nomination process shall be the sole method for placing candidates into nomination for the Board of Directors.

3. Terms of Directors

The composition of the Board shall be as set forth in the Agreement. The election of directors shall be held in each odd-numbered year. The terms of the directors elected by the Members will be staggered. Four directors will serve four-year terms, to end on December 31 of one odd-numbered year. Three directors will serve four-year terms, to end on December 31 of the alternate odd-numbered year.

~~With respect to the election to be held in 2005, the terms of all nine members of the initial Board of Directors (following adoption of the Agreement) shall terminate upon the certification of the election results. In such election, the seven candidates receiving the most votes will be elected to the board, with the four (4) directors receiving the most votes elected to 4 year terms, and the remaining three (3) directors elected to a 2 year term that will terminate December 31, 2007. Prior to December 31, 2007, an election will be held to fill the positions terminating on that date, which positions shall thereafter automatically and permanently become four year positions. In the event of a tie, the election to the Board, and/or the designation of a 4 year or 2 year position, shall be determined by a coin flip to be conducted by the Chief Executive Officer.~~

The failure of a director to attend three (3) consecutive regular meetings of the Board (provided such meetings shall occur in a period of not less than three (3) successive months), except when prevented by sickness, or except when absent from the State with the prior consent of the Board, as provided by Government Code, Section 1770 shall cause such director's remaining term in office to be considered vacant. A successor director shall be selected for the duration of such director's term as set forth in Section 5 hereof.

4. Election of Directors

Members may vote for directors ~~either at the Annual Meeting or by mail in (absentee ballot)~~ in accordance with the balloting process guidelines established herein or as otherwise established by policy of the Board of Directors. Each Member shall have one vote in the election per elected position.

The Board of Directors ~~shall have the option to will~~ conduct the election of directors to serve on the Board of Directors by all-mail ballot. ~~In the event the Board of Directors decides to conduct the election of directors to serve on the Board of Directors by all-mail ballot, written notice of the use of an all-mail ballot for election to the Board of Directors by all-mail ballot shall be sent by certified mail to each Member no later than ninety (90) days prior to the date scheduled for such election. Said notice shall (i) inform each Member of the positions to be filled on the Board of Directors at such election; and (ii) inform each Member of its right to nominate candidates for any office to be filled at the election to Article II, Section 2 of the Bylaws. A form of mail ballot containing all mailed nominations accepted for any office to be filled at the election shall be mailed by certified mail, return receipt requested, to each Member no later than forty (40) days prior to the date scheduled for such election.~~ in accordance with policy established by the Board of Directors to each Member. Said mailed ballot shall indicate that each Member may return the ballot ~~by certified mail~~ to the principal business address of the Authority and that only those ballots received prior to the close of business on the date designated for the election shall be considered valid and counted.

5. Vacancy

Upon the death or resignation of any member of the elected Board of Directors, or the determination such member's remaining term is vacant pursuant to Section 3 hereof, the vacancy shall be filled for the balance of the unexpired term by appointment in accordance with policy established by the Board of Directors.

6. Meetings

The business of the Board of Directors shall be conducted and exercised only at a regular or special meeting of the Board of Directors held in accordance with law. Written notice of each meeting shall be given to each director of the Board by mail or other means of written communication, in the manner provided by the Brown Act. Such notice shall specify the place, the date, and the hour of such meeting.

Special meetings of the Board of Directors, for the purpose of taking any action permitted by statute and the Agreement, may be called at any time by the President, or by the Vice President in the absence or disability of the President, or by a majority of the members of the Board.

Any annual, regular, or special Board of Directors' meeting, whether or not a quorum is present, may be adjourned from time to time, as provided by the Brown Act.

Minutes of any and all open meetings shall be available to Members upon request and distributed by mail, electronically, or available on the Authority's ~~website~~ [MemberPlus on-line web portal](#).

7. Quorum and Required Vote

A quorum of the Board of Directors shall be a majority of the total number of directors. A quorum must be present at any meeting before the business of the Board of Directors can be transacted. The vote of a majority of the Board of Directors shall be required for any act or decision of the Board of Directors, except as otherwise specifically provided by law or the Agreement. The directors present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal from the meeting of enough directors to leave less than a quorum.

8. Expenses

Board members shall be reimbursed by the Authority in accordance with policy approved by the Board of Directors for all reasonable and necessary travel expenses when required or incurred by any director in connection with attendance at a meeting of the Board of Directors or a committee thereof and for such other expenses as are approved by the Board. These expenses shall include, but shall not be limited to, all charges for meals, lodging, airfare, and the costs of travel by automobile at a rate per mile established by the Board of Directors.

ARTICLE III OFFICERS AND EMPLOYEES

1. President, Vice President and Secretary

There shall be three officers of the Board: a president, a vice president and a secretary, who shall be members of the Board of Directors.

Election of officers shall be held at the first meeting following January 1 of each year, and each officer's term shall begin immediately thereafter, and shall end following adjournment of the first meeting following January 1 of the next year, or as soon thereafter as a successor is elected.

In the event the president, vice president or secretary so elected ceases to be a member of the Board of Directors, the resulting vacancy in the office shall be filled by election at the next regular meeting of the Board of Directors after such vacancy occurs. The president or vice president may be removed, without cause, by the Board of Directors at any regular or special meeting thereof, by a two-thirds vote of the voting members of the Board.

The president shall preside at and conduct all meetings of the Board of Directors, and shall carry out the resolutions and orders of the Board of Directors and shall exercise such other powers and perform such other duties as the Board of Directors shall prescribe. The president shall be ex-officio a member of all standing committees, if any. In the absence of the president, the vice president shall carry out the duties of the president. The secretary shall keep, or cause to be kept, minutes of all meetings, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors.

2. Board Committees

Committees of the Board may be appointed in accordance with policy established by the Board of Directors, and membership on such committees may be open to non-members of the Board of Directors. ~~A minimum of one (1) standing committee for the Workers Compensation Program and one (1) standing committee for the Property/Liability Program shall be appointed.~~ Committees shall include at least one (1) member of the Board of Directors, but may not include a majority of the Board of Directors.

3. Chief Executive Officer/~~Risk Manager~~

The Board shall appoint a Chief Executive Officer/~~Risk Manager~~ who shall have general administrative responsibility for the activities of the Authority. The Chief Executive Officer/~~Risk Manager~~ shall be paid by the Authority and is a contract position.

The Chief Executive Officer/~~Risk Manager~~ shall record or cause to be recorded, and shall keep or cause to be kept, at the principal executive office or such other place as the Executive Committee may order, a book of minutes of actions taken at all meetings of the Board of Directors, whether regular or special (and, if special, how authorized), the notice thereof given, the names of those present at the meetings, and the proceedings thereof. The Chief Executive Officer/~~Risk Manager~~ shall keep, or cause to be kept, at the principal executive office of the Authority a list of all designated representatives and alternates of each Member. The Chief Executive Officer/~~Risk Manager~~ shall give, or cause to be given, notice of all the meetings of the Board of Directors required by the Bylaws or by statute to be given, and shall have such other powers and perform such other duties as may be prescribed by the Board, the Agreement or the Bylaws.

The Chief Executive Officer/~~Risk Manager~~ shall have the duty of administering the Programs of the Authority, as provided for in the Agreement, shall have direct supervisory control of and responsibility for the operation of the Authority including appointment of necessary employees thereof, subject to the approved budget and prior authorization of each position by the Board, and such other related duties as may be prescribed by the Board or elsewhere in these Bylaws or the Agreement.

4. Execution of Contracts

The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Authority, and such authorization may be general or confined to specific instances except as otherwise provided by these Bylaws or the Agreement. Unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Authority by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

5. Resignation

Any officer may resign at any time by giving written notice to the president or to the Chief Executive Officer of the Authority, without prejudice, however, to the rights, if any, of the Authority under any contract to which such officer is

a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE IV

DESIGNATED ENTITY

The Lewiston Community Services District is hereby designated as the applicable entity for defining the restrictions upon the manner of exercising power as set forth in the California Government Code Section 6509, and as provided for in the Agreement of which these Bylaws are a part.

Should the Lewiston Community Services District terminate its membership or be involuntarily terminated in accordance with provisions of these Bylaws, the Board of Directors shall, by resolution, name a successor Member as the "designated entity" until such time as this Article can be amended.

ARTICLE V

JOINT PROTECTION PROGRAMS

1. Implementation of Joint Protection Programs

The Board of Directors may, at any time, offer such Programs as it may deem desirable. Such Program or Programs shall be offered on such terms and conditions as the Board of Directors may determine. Members must participate in at least one Joint Protection Program, but participation in any additional Programs or plans will be optional. Those Programs currently include: Property/Liability, Workers' Compensation, Health Benefits and various optional ancillary coverages. The Board of Directors shall establish the amount of Contributions, Estimated Contributions and Assessments, determine the amount of loss reserves, provide for the handling of claims, determine both the type and the amount of excess insurance and/or reinsurance, if any, to be purchased, and otherwise establish the policies and procedures necessary to provide a particular Program for Members. As soon as feasible after development of the details of a Program, the specific rules and regulations for the implementation of such Program shall be adopted by the Board, which shall cause them to be set forth in written form in a policy and procedures manual prepared by the Authority for the Members.

2. Method of Calculating Contributions

The Board of Directors shall establish the method of calculating contributions for Members in each Program or plan annually.

ARTICLE VI

FINANCIAL AFFAIRS

1. Accounts and Records

The Authority shall establish and maintain such bank accounts and maintain such books and records as determined by the Board of Directors and as required by good accounting practice. Books and records of the Authority shall be open to inspection at all reasonable times by authorized representatives of Members. Periodically, but not less often than annually, financial reports shall be made available to all Members.

As provided in the Agreement, the funds, reserves and accounts of each Program shall not be commingled and shall be separately accounted for; provided, however, that administration and overhead expenses of the Authority not related to a specific Program or Programs may be allocated among Programs as determined by the Board of Directors.

2. Audit

The Authority shall obtain an annual audit of its financial statements, which audit shall be made by an independent certified public accountant and shall conform to generally accepted auditing standards. A copy of said audit report shall be available, upon request, to each of the Members. Such audit report shall be obtained and filed within six months after the end of the fiscal year under examination.

3. Annual Budget

Prior to the beginning of each Fiscal Year (or Program Year, as appropriate) the Board shall annually approve an operating budget for the Authority, including a budget for each Joint Protection Program.

4. Risk Sharing

- a. Except as otherwise determined by the Board, all Programs established and/or operated under the Agreement or these Bylaws are intended to be risk-sharing programs. Notwithstanding this intention, and upon findings by the Board of Directors of the Authority that confirm the value thereof, the Board of Directors may recognize sound risk management and loss control by the members through contribution and coverage modifications.
- b. The Board of directors authorizes the Chief Executive Officer to make adjustments to a member agency's specific deductibles, risk factor, experience modification factor or the coverage afforded based on:
 - i. The Member's loss experience in comparison to the loss experience of the other members;
 - ii. Non-compliance with SDRMA recommended risk management or loss control measures;
 - iii. The Member's failure to allow SDRMA or its agents reasonable access to facilities and records in the event of a claim or a loss control inspection;
 - iv. The Member's failure to cooperate with SDRMA's officers, agents, employees, attorneys and claim adjusters;
or
 - v. The Member's failure to honor any other reasonable request by SDRMA with respect to fulfilling the Member's responsibilities as outlined in Article 17 of the Joint Powers Agreement relating to the Authority.

5. Distribution of ~~Retained Earnings~~ Net Position

Any ~~Retained Earnings~~ Net Position from the operation of any Program, in such amounts and under such terms and conditions as may be determined by the Board of Directors, may be distributed to the Members in such Program. Any distribution of such funds shall be made on a pro rata basis in relation to net contributions paid to that Program and shall be made only to those Members which participated in the Program during the Program Year in which the ~~Retained Earnings~~ Net Position were generated. Such distributions may be made to Members based on the Program Year(s) during which the Member participated, even if the Member is not a Member at the time of the distribution.

6. Assessments

- a. If, in the opinion of the Board of Directors, claims against Members in any particular Program or plan for any particular Program Year are of such a magnitude as to endanger the ability of the Authority to continue to meet its obligations for that Program for that Program Year, each Member who has participated in that particular Program or plan of the Authority during the applicable Program Year shall be assessed a pro rata share of the additional amount determined necessary by the Board of Directors to restore the ability of the Authority to continue to meet its obligations for the applicable Program Year.
- b. Each Member's pro rata share of the total Assessment shall be in the same proportion as that Member's gross contributions paid during or due for the applicable Program Year bears to the total gross Contributions paid by or due from all Members during the applicable Program Year. In calculating these amounts, the Assessment shall not be included in gross Contributions.
- c. Failure of any Member to pay any regular Contribution or Assessment when due shall be cause for the involuntary termination of that entity's membership in the Authority. Such Assessment shall be a debt due by all Members who have participated in the applicable Program or plan during the applicable Program Year, and shall not be discharged by termination of membership.

7. Fiscal Year

The Authority shall operate on a fiscal year commencing on July 1 and ending on the following June 30. Such fiscal year shall also be the Program Year for any Member in any Joint Protection Program.

8. Agency Funds; No Loans

All funds received within a Joint Protection Program, as determined by the Board, for the purposes of the Authority shall be utilized solely for the purposes of such Joint Protection Program, and all expenditures of funds shall be made only upon signatures authorized by the Board of Directors, which shall establish the necessary procedures for doing so. Any funds not required for the immediate need of the Authority, as determined by the Board of Directors, may be invested in any manner authorized by law for the investment of funds of a special district.

Except for the allocation of administrative and overhead expenses, and for investment purposes as set forth in the Agreement, Program funds shall not be co-mingled and shall be separately accounted for.

The Board may not approve loans between Programs.

9. Grants and Donations

Without in any way limiting the powers otherwise provided for in the Agreement, these Bylaws, or by statute, the Authority shall have the power and authority to receive, accept, and utilize the services of personnel offered by any Member, or their representatives or agents; to receive, accept, and utilize property, real or personal, from any Member or its agents or representatives; and to receive, accept, expend, and disburse funds by contract or otherwise, for purposes consistent with the provisions of the Agreement, which funds may be provided by any Member, their agents, or representatives.

10. Recovery of Payment Subrogation

In the event of any payment by the Authority, the Authority ~~shall be subrogated to all rights of recovery therefore of the participating Member against may on behalf of the Member, either in the name of the Authority, in the name of the Member or both, recover sums paid to or on behalf of the Member from any person or organization liable, legally, contractually or otherwise, and the participating Member shall execute and deliver such instruments and papers, and shall do whatever else is necessary including execution of an assignment of all claims, including all rights to recover attorney fees, to the Authority or to a third party at the Authority's request, to secure such subrogation rights in the Authority recovery and shall do nothing to impair such recovery rights. All sums recovered shall be applied to reimburse the Authority for payments made to or on behalf of the Member, to reimburse the Authority for the expense of such recovery, and to reimburse the Member for any deductible or co-insurance penalty paid.~~

ARTICLE VII**WITHDRAWALS; TERMINATION OF MEMBERSHIP****1. Withdrawal from Programs**

A Member may voluntarily withdraw from any particular Program only in accordance with the applicable provision of the Agreement or any successor document thereto. A Member may withdraw from a Program without withdrawing from the Agreement if it is a participant in another Joint Protection Program of the Authority. Notice of intention to withdraw from a Program must be given to the Authority at least ninety (90) days prior to the end of the Program Year. No withdrawal shall become effective until the end of the applicable Program Year.

2. Involuntary Termination

~~Membership shall be deemed automatically terminated immediately and without prior notice upon the failure of any Member to maintain membership in at least one of the Authority's Programs.~~

~~In addition, a Member may be involuntarily terminated from membership in a Program or the Agreement for cause upon a majority vote of the Board of Directors. The effective date of such termination shall be as determined by the Board of Directors, except that such termination shall take effect no later than sixty (60) days following the Board's decision to terminate and notice thereof is provided to the Member pursuant to Article VII, Section 3. For purposes of this Section, any one of cause shall be deemed to include the following reasons:~~

- a. Failure to pay any contribution, deposit, contribution to loss reserve, or assessment when due.
- b. Failure to comply with the Bylaws or with the policies and procedures established by the Authority.
- c. Based on a Member's loss experience, ~~where the Authority~~ Board of Directors has determined it to be detrimental to the stability of the pool ~~as set forth in the policies and procedures.~~
- d. Dissolution of a Member.
- e. Failure to maintain membership in CSDA.
- f. ~~Failure to undertake or continue risk management or loss control measures recommended by SDRMA or the Board of Directors.~~

- g. Failure to allow SDRMA or its agents reasonable access to all facilities and records of the Member which are necessary for the proper administration of a Program.
- h. Failure to cooperate fully with SDRMA officers, employees, attorneys, claims adjusters or other agents.
- i. Failure of a Member, the elected governing body of a Member, or of other personnel of the Member to exercise the Member's powers or fulfill the Member's duties in accordance with the Constitution or laws of the State of California.
- j. Any other act, omission or event, whether or not the fault of the Member, which causes the Member's continued membership in SDRMA to be inconsistent with the best interests of SDRMA or any of its programs.

3. Notification: Hearing, Obligations Upon Involuntary Termination

A Member which is automatically terminated on account of its failure to maintain membership in at least one of the Authority's Programs shall be given notice of such termination within thirty (30) days after such automatic termination. However, the failure to give such notice shall not operate to reinstate such Member.

In the event of a termination for cause by the Board of Directors, a Member may be terminated only after a written notice sent by certified or first class mail from the Chief Executive Officer of the Authority, stating the reasons for termination. Such notice shall provide the Member thirty (30) calendar days to cure the grounds for termination. The Member may request a hearing before the Board of Directors prior to the final termination of the Member's membership in the Authority. The Chief Executive Officer of the Authority shall present the case for termination to the Board of Directors, and the Member shall have reasonable opportunity to present its case to the Board of Directors.

The decision by a majority of the Board of Directors to terminate a Member after notice and hearing or after the failure of the Member to cure the grounds given for termination shall be final and shall not be subject to appeal in any forum. The termination after notice and hearing shall take effect thirty (30) days after the decision to terminate is approved by the Board of Directors.

Any terminated Member shall continue to be bound to those same continuing obligations to which a withdrawing Member is obligated in accordance with Article VII, section 6 of these Bylaws.

4. Voluntary Withdrawal from Agreement

A Member may withdraw voluntarily only as provided in the Agreement. Notice of intention to withdraw from the Agreement must be given to the Authority at least 90 days prior to the end of the Program Year of any Program in which the Member participates at the time of the notice.

5. Payment Upon Termination of Membership

In the event of a termination of the membership of any Member by involuntary or voluntary termination, said Member shall thereafter be entitled to receive its pro rata share of any distribution of ~~Retained Earnings~~ Net Position declared by the Board of Directors that pertains to a coverage year during which the terminated Member participated in any particular Program for which such distribution is made. Such payment shall be in full settlement and satisfaction of any and all claims that said terminated Member may have against the Authority.

6. Continued Liability

Upon withdrawal or involuntary termination of a Member, the Agreement shall not terminate and that Member shall continue to be responsible for any unpaid Contributions and for any Assessment(s) levied in accordance with the provisions of the Agreement or Bylaws. Such Member, by withdrawing or being involuntarily terminated, shall not be entitled to payment, return or refund of any Contribution, Assessment, consideration, or other property paid or donated by the Member to the Authority, or to return of any loss reserve contribution, or to any distribution of assets (except payment of any Net Position, as set forth in Article VII, section 5 above.

ARTICLE VIII
TERMINATION OF THE AUTHORITY; TERMINATION OF PROGRAMS

1. After having made proper provision for the winding up of the affairs of the Authority and each of the Programs operated by the Authority, the Authority shall distribute the net assets of the Authority as follows:
 - a. The net ~~remaining~~ assets of the ~~General Liability and Property Damage Property/Liability~~ Joint Protection Program shall be paid on a pro rata share basis to each Member who is a member of said Joint Protection Program at the time of termination of the Authority. A Member's pro rata share shall be in the same proportion as the total Contributions and Assessments paid by that Member to said Joint Protection Program or its predecessor in interest from its inception in 1986 and continuing throughout said Member's period of participation bears to the total Contributions and Assessments paid to said Joint Protection Program and its predecessors in interest during its period of operation by all members of said Joint Protection Program at the time of termination.
 - b. The Authority shall pay to each Member who is a member of the Workers' Compensation Coverage Joint Protection Program at the time of termination its pro rata share of the net remaining assets of said Joint Protection Program. A member's pro rata share shall be in the same proportion as the total Contributions and Assessments paid by that Member to said Joint Protection Program and its predecessor in interest offered by SDWCA, from its inception in 1982 and continuing throughout that Member's participation, bears to the total Contributions and Assessments paid to said Joint Protection Program and its predecessors in interest offered by SDWCA, during its period of operation by all members of said Joint Protection Program at the time of termination.
 - c. The Authority shall pay to each Member who is a member of any additional Program, ~~excluding the Health Benefits Program~~ operated by the Authority at the time of termination its pro rata share of the ~~net~~ remaining assets of said Program. A Member's pro rata share shall be in the same proportion as the total Contributions and Assessments paid by that Member to such Program during its period of participation bears to the total Contributions and Assessments paid to that Program during its entire period of operation by all Members of that Program at the time of termination.
2. The Board of Directors is also vested with the power to terminate individual Programs operated by the Authority without terminating the Agreement or terminating the Authority. In the event of termination of a Program operated by the Authority, said Program shall continue to exist for the purpose of paying or making provision for the payment of all known claims arising within said Program; for insuring, reinsuring or making other provision for the payment of any and all unknown claims covered by such Program; for the payment of all debts, liabilities, administrative expenses, and obligations of that Program out of the assets of that Program; and to perform all other functions necessary to wind up the business affairs of that Program. After having made proper provisions for the winding up the business affairs of a terminated Program, the Authority shall pay to each Member who is a member of that Program at the time of termination its pro rata share of ~~net~~ remaining assets of that Program. A Member's pro rata share of the ~~net remaining~~ assets of each such terminated Program shall be computed as set forth in paragraph (1) above.
3. In lieu of terminating this Agreement, the Board, with the written consent of two-thirds of the existing Members, may elect to assign and transfer all of the Authority's rights, assets, claims, liabilities and obligations to a successor joint powers authority created under the Act.

ARTICLE IX
PROVISIONS RELATING TO CSDA

1. Board of Directors; ~~Alliance Executive Council Officers~~

In the event the ~~Alliance Executive Council~~ MOU has been terminated or the Authority has withdrawn from the MOU, two (2) additional directors to be appointed by CSDA shall increase the composition of the Board of Directors. So long as the Authority is a participant in the MOU, the Board shall appoint ~~four~~ three (3) members of the Board to serve as members of the Alliance Executive Council.

CSDA is authorized to appoint two (2) directors as provided in the Agreement, the terms of such appointed directors will end on December 31 of the alternate odd-numbered year to coincide with SDRMA's election of the minority number of directors.

Upon the death or resignation of a member of the Board of Directors appointed by CSDA, the vacancy shall be filled for the balance of the unexpired term by appointment by CSDA.

ARTICLE X
AMENDMENTS: EFFECTIVE DATE

These Bylaws may be amended at any time by majority vote of the Board of Directors following a 30-day written notice to all Members as to the amendment(s) proposed to be adopted, except that these Bylaws cannot be amended in any way that would conflict with the terms and provisions of the Agreement or successor document and any amendment thereof. Said written notice provided to members shall include notification of the Board meeting date, time and location that action will be taken by the Board on the proposed amendments. ~~The Bylaws dated as of July 1, 2003 shall not be effective until the Board of Directors of SDWCA have voted to dissolve SDWCA.~~

ARTICLE XI
PRIOR BYLAWS REVOKED

When approved by the Board of Directors these Bylaws, upon coming effective pursuant to Article X will supersede and replace all prior bylaws.

* * * * *

Approved:

David Aranda, President - Board of Directors
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

May 5, 2016
Date

Attested:

AYES:

NOES:

ABSTAINED:

ABSENT:

Gregory S. Hall, ARM, Chief Executive Officer
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

March 28, 2016



Ms. Tiffany Kalishevich
Fairway Estates Homeowners Association
Professional Community Management
11860 Pierce St., Ste 100
Riverside, Ca 92505

Dear Ms. Kalishevich,

Enclosed you will find your California Department of Fish and Wildlife Report for Fairway Estates. Please keep this for your files as documentation as to the work that was performed and over what period of time it was done in the event that Fish and Wildlife should perform an inspection or requests this information. Should the Department of Fish and Wildlife show up and they need more information than is in this report, please don't hesitate to contact us immediately so we can put them together with the appropriate individuals who performed the work. As always, we have copies in our offices in case you don't have it readily available should you need the information at the last minute.

We appreciate the prompt and professional manner in which Fairway Estates Homeowners Association has worked closely with the EMARCD in addressing their responsibilities in regards to their Conservation and Vegetation management obligations as outlined in the original entitlements for the Development. We also appreciate the Association keeping in mind how particularly sensitive this kind of removal is and recognizing this is more than just a landscaping job that any ordinary group can perform. By hiring an organization that holds the specific 1600 permits that the State Government requires for removal, your Association has executed a solid plan in blending property management of a Development with the Conservation needs of the community.

As Rick Neugebauer and Hugh Wood of Santa Ana Watershed has already discussed with you, your project will always require ongoing maintenance and since nesting season came early this year, your Board was unable to extend doing additional clean up without incurring additional costs. Therefore that work will have to wait until after September 15 when nesting season is complete.

We will look forward to contacting you after nesting season is over so we can get a head of clearing out additional vegetation prior to next year's nesting season and thank you very much for allowing us to provide the Fairway Estates Association with our services.

Best Regards,


Rose Corona
President-EMARCD

P.O. Box 2078 ♦ Temecula, CA 92592-2078
Ph: 951-387-8992 ♦ www.EMARCD.org

CDFW REPORTS: FAIRWAY ESTATES REPORT

1-1-15 THROUGH 12-31-15

REPORT AREA I: LIST OF ALL HABITAT CREATION, RESTORATION, ENHANCEMENT, AND CONSERVATION PROJECT AREAS CURRENTLY BEING MANAGED BY PERMITTEE

Elsinore Murrieta Anza Resource Conservation District (EMARCD), Permit No. 1600-2012-0014-R6, was contracted by Fairway Estates Homeowners Association, located in the Bear Creek residential development, to perform vegetation management in drainage area off Clinton Keith Road. This area is approximately 0.3 acres. It is an unmaintained wildland open space within a planned residential community. SAWA served as the sub-contractor on this project.

REPORT AREA II: DESCRIPTION OF THE HABITAT RESTORATION, ENHANCEMENT, AND CONSERVATION ACTIVITIES PERFORMED WITHIN EACH PROJECT AREA

Enhancement Activities: Prior to initiating work a site assessment was conducted by the Santa Ana Watershed Association's (SAWA) project manager. The goals of the project were to remove non-native plant species, limit erosion and remove dead plant biomass to lower the fire and flooding threat to the local community. SAWA's invasive species removal and restoration crew began biomass removal and herbicide applications on 12-7-2015. The biomass removal and treatments were conducted over a two day period: 12-7-2015 & 12-8-2015. The primary non-native species treated were salt cedar (*tamarisk ssp.*) and palms (*Washingtonia ssp.* & *Phoenix ssp.*). Once the non-native biomass was removed an aquatically approved herbicide was applied to the cut-stumps. All biomass was hauled off-site and disposed of at an approved waste facility.

Conservation Activities: Conservation activities on-site included: general photo documentation and trash removal.

REPORT AREA IV: NON NATIVE PLANT AND ANIMAL SPECIES REMOVAL

The methods used for removal: Treatments of non-native vegetation were conducted using the cut-stump method. An aquatically approved herbicide was applied to the cut stumps. Herbicide applications occurred in December of this reporting period.

The amount removed and/or treated: The site was monitored and non-native vegetation cover was treated as it was encountered. It is estimated that there was approximately >1% non-native cover. That brings the treated area to ~0.003-A.

The frequency and timing of removal/treatment: There was only enough money in the contract to cover two days of an initial treatment to the project area. All work was completed by 12-8-2015.

Disposal specifics: Treated biomass was cut and hauled off-site to be disposed of an approved waste facility.

Summary of the general successes and failures or overall failure of the nonnative removal plan: Treatment methods used to eradicate these target species have been proven effective thus far. On-going treatments will be necessary to make sure non-native species don't re-invade the site.

PHOTOS

Photos were taken 12/8/15.



- Salt cedar and palms prior to treatment.



- Creek bed post treatment after biomass removal of salt cedar and palms.

MAP

FAIRWAY ESTATES HOA

EXHIBIT B



Legend

Property Owners Project Area - 0.3 Acres



Map of Fairway Estates HOA
Property Owners Project Area
Map provided by the HOA



Washington, DC 20233-0001
OFFICE OF THE DIRECTOR



THE UNIVERSITY OF CHICAGO PRESS

A message from the Director, U.S. Census Bureau...

This survey collects information to update the universe of all county, municipal, township, and special district governments for the 2017 Census of Governments. The information collected in this voluntary survey serves as an integral part of maintaining the frame from which all public sector surveys are drawn.

Please respond to this survey online at the following address by April 29, 2016
<https://respond.census.gov/gus>. To log in and complete the survey online, use the User ID
and Password below.

Password:

If you need assistance with your response, please contact us by phone at 1-888-369-3613 weekdays between 7 AM and 5 PM ET, or by email at esmd.gus.psfcb@census.gov.

Please retain a copy of your response for your records.

Thank you for participating in the 2016 Government Units Survey. The Census Bureau appreciates your help.

Sincerely,

[Handwritten signature]

[illegible]

OMB No.: 0607-0930 Approval Expires: 12/31/2017

2017 Census of Governments Government Units Survey

[About Survey](#)[View/Print Report as PDF](#)[FAQ](#)[Logout](#)Website: [Census of Governments - Organization](#)Email: esmd.gus.psich@census.gov

Telephone: 1-888-369-9613 weekdays, 7 AM to 5 PM ET

Submission Confirmation

Thank you for completing the 2016 GOVERNMENT UNITS SURVEY. The U.S. Census Bureau has received your data and appreciates your time and participation. Please keep a copy of the completed survey for your records by selecting the "View/Print Report as PDF" button below.

ID: 064137428

Government Name: ELSINORE-MURRIETA-ANZA RESOURCE, CA

Submission Date & Time: Wednesday, March 30, 2016, 05:17:32 PM EDT

[Print Confirmation Screen](#)[View/Print Report as PDF](#)[Logout](#)

The letters PDF or the  icon indicate a document is in the Portable Document Format (PDF). To view the file you will need the [Adobe® Reader](#), which is available for free from the Adobe web site.

[Burden Statement](#)[Accessibility](#)[Privacy](#)[Security](#)



U.S. DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. CENSUS BUREAU

FORM
GUS-1 (10-15-2015)

2017 CENSUS OF GOVERNMENTS Government Units Survey

OMB No. 0607-0930; Approval Expires 12/31/2017

DUE DATE:

064137428

RETURN TO:

U.S. Census Bureau
1201 East 10th Street
Jeffersonville, IN 47132-0001

Need help or have questions?

- Visit census.gov/govs/cog2017
- Call 1-888-369-3613 weekdays, 7am to 5pm ET
- Email esmd.gus.psfc@bureau.census.gov

In correspondence pertaining to this report, please refer to the User ID below the address box.

ELSINORE-MURRIETA-ANZA RESOURCE
CONSERVATION DISTRICT
ATTN: SECRETARY
31569 CANYON ESTATES DR
STE 113
LAKE ELSINORE CA 92532 0470

REPORT ONLINE: It's fast and secure. Respond to this survey via the Internet at the following web address using the supplied User ID and Password: <https://respond.census.gov/gus>

User ID:

Password:

GENERAL INSTRUCTIONS

Please use a black or blue ballpoint pen. Do not use pencil or felt tip pen.

- 1 Is the addressee title/department and mailing address the same as shown in the address label? Mark "X" only one box.

☐

Yes - Go to 2

☒

No - Enter correct information below

Addressee Title or Department

ATTN: Rose Corona-President

Street 1

P.O. Box 2078

Street 2

City

Temecula

State

CA

Zip Code

92593

2078

Please continue on the next page

17017013

PART 1 - BACKGROUND INFORMATION

- 2** Was this entity in existence on February 29, 2016?
Mark "X" only one box.

☒ Yes - Go to **3**

☐ No - Enter information below and go to **5**

A. On what date did this entity cease operations?

(MM)	(DD)	(YYYY)

B. What is the name and address of the entity that took over operations?

Name of new entity

Addressee Title or Department

ATTN:

Street 1

Street 2

City

State

Zip Code

--	--	--

- 3** Does this entity have a website that contains information about it and its activities?
Mark "X" only one box.

☒ Yes - Specify: www.emarcd.org

☐ No

PART 2 - EMPLOYEES

- 4** Did this entity have paid employees and/or paid officials?
Mark "X" only one box.

☐ Yes

☒ No

17017021

PART 3 - REMARKS

5 Use this space for any explanations that may be essential in understanding the reported data.

Include

- Any significant changes
- Any difficulties encountered in completing this form

PART 4 - CONTACT INFORMATION

6 Who should be contacted to answer questions about data reported on this form?

Name of contact person - Please print

Rose Corona

Title of contact person - Please print

President

Area code and phone number

909

208

7848

Extension

Area code and fax number

Email Address - Please print

rose.corona@emarcd.org

Date form was completed

(MM)

(DD)

(YYYY)

03

30

2016

Thank you for completing this form.
Retain a copy of the completed questionnaire for your records.

NOTE: The U.S. Census Bureau receives its authorization to conduct this survey from Title 13, United States Code, Sections 161 and 193. You are not required to respond to this collection of information if it does not display a valid approval number from the Office of Management and Budget (OMB). The eight-digit OMB number is 0607-0830 and appears in the upper right corner of this report form. Display of this number confirms that we have approval from OMB to conduct this survey. If this number was not displayed, under the Paperwork Reduction Act, we could not request your participation in this voluntary survey. Information provided on this questionnaire compiled from or customarily provided in public records are exempt from confidential treatment as cited in Title 13, United States Code, Section 9(b).

Please note that this is a national form that applies to governments with wide differences in the size of their service areas, the amount of population served, and the extent and complexity of their activities. Public reporting burden for this collection of information is estimated to be an average of 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: ECON Survey Comments 0607-0830, U.S. Census Bureau, 4600 Silver Hill Road, EMD-6K064, Washington, DC 20233. You may e-mail comments to ECON.Survey.Comments@census.gov; use ECON Survey Comments 0607-0830 as the subject.



**Elsinore - Murrieta - Anza
Resource Conservation District**

March 11, 2016

**George Spiliotis
Riverside Local Agency Formation Commission
3850 Vine Street, Ste. 240
Riverside, CA 92507**

Dear Mr. Spiliotis

This letter is a follow-up to our conversation in January relating to Mission Resource Conservation District's (Mission RCD) communication that it was considering responding to the Request for Proposal (RFP) issued by the Elsinore-Murrieta-Anza Resource Conservation District (EMARCD) for EMARCD's irrigation audit program. As you may recall from our conversations, Riverside-Corona Resource Conservation District (RCRCD) had previously undertaken much of the work for EMARCD's program, but had informed EMARCD that it was no longer able to do so. To update you on the current status of the situation, Mission RCD did in fact submit a response to EMARCD's RFP, and, on February 11, 2016, Mission RCD was selected by EMARCD's Board of Directors to carry out activities related to the program similar to those formerly performed by RCRCD. On March 3, 2016, EMARCD and Mission RCD entered into a Memorandum of Understanding related to this program, attached.

As we had previously discussed, EMARCD is merely substituting Mission RCD for RCRCD in carrying out portions of EMARCD's irrigation audit program. Therefore, it appears that this is a substitution of public agencies that is exempt from Government Code section 56133. Despite this exemption, we wanted to keep LAFCO updated as to what has occurred and to provide details relating to the agreement between the RCDs.

Thank you for your prior discussions with me on this matter, and please don't hesitate to contact me at (951) 387-8992 if you have any questions or would like to discuss anything further.

Sincerely



**Rose Corona
President-EMARCD**

Attachment

**P.O. Box 2078 ♦ Temecula, CA 92592-2078
Ph: 951-387-8992 ♦ www.EMARCD.org**

New
Check

VERIZON CRG
VERIZON 900 CHELMSFORD ST
BUILDING 3 FLOOR 5
LOWELL, MA 01851-8100
1235242019

Account Number Description

1131611323

DATE	ACCOUNT NUMBER	CREDIT BALANCE REFUND	TOTAL REFUND
03/01/16	1131611323		\$68.14

For any Questions, please call 8004833000

68.14

FOLD ALONG PERFORATED DOTTED LINE & REMOVE CHECK

THIS DOCUMENT CONTAINS MULTIPLE FRAUD DETERRENT SECURITY FEATURES - SEE REVERSE

VERIZON CRG
VERIZON CA

CHECK NO.
1235242019

DATE 03/01/16 VOID AFTER 180 DAYS

66-156/551

PAY SIXTY-EIGHT and 14/100 DOLLARS

TO THE ORDER OF
EMARCD

*****68.14

WELLS FARGO BANK, N.A.

Verizon Treasury

Security Features Included ID Details on back

⑈ 1235242019 ⑆05301561⑆

8018014509⑈



Statement for the Period October 1, 2015 to October 31, 2015

ELSINORE MURRIETA ANZA RESOURCE - Unincorporated Assn
Account Number: 8488



UnionBanc
Investment Services

Footnotes and Cost Basis Information *continued*

calculation method. Refer to IRS Publication 550, Investment Income and Expenses, for additional information. E - YTD amortized premium was calculated on the yield-to-maturity amortization method. Cumulative premium amortization from acquisition date through disposition date is reflected in the adjusted cost basis. For securities still held, maturity date was used instead of disposition date. For tax-exempt securities, amortization of premium is required and is not deductible from taxable income. For taxable bonds, a tax election may be required to amortize premium, and the current year's amortized premium may be deductible from taxable income. Our adjusted cost basis calculation may not reflect all adjustments necessary for tax reporting purposes. It may not be applicable if you have not made an appropriate tax election or if you are using an alternative amortization calculation method. Review prior adjustments that you have made, and consult your tax advisor and IRS Publication 550, Investment Income and Expenses, for additional information.

if a sale, redemption or other disposition involved multiple tax lots, the transaction's totals may have been calculated using a combination of adjusted and unadjusted cost basis information. For lots where adjusted cost basis and its associated gain/loss are known, that was used, otherwise "regular" unadjusted cost basis and its associated gain/loss was used.

Miscellaneous Footnotes

CHANGE IN VALUE OF YOUR PORTFOLIO is the change in market value of your portfolio assets over the time period shown. The portfolio assets include the market value of all the securities in the account, plus insurance and annuity assets if applicable. The time frame of the graph is from account opening or September 2011, whichever is later, to the current period. Please note that large increases and/or declines in the change in the value of the portfolio can be due to additions, distribution and/or performance.

CHANGE IN INVESTMENT VALUE is the difference between the prior period and current period values which includes the difference between securities that were bought, sold and redeemed during this time period as well as any activity that occurred such as additions and withdrawals, securities transferred, income, expenses, and other activity. This does not reflect activity related to assets in which National Financial is not the custodian (e.g., Insurance and Annuities, Assets Held Away and Other Assets Held Away).

CALLABLE SECURITIES LOTTERY - When street name or bearer securities held for you are subject to a partial call or partial redemption by the issuer, NFS may or may not receive an allocation of called/redemptions by the issuer, transfer agent and/or depository. If NFS is allocated a portion of the called/redemptions, NFS utilizes an impartial lottery allocation system, in accordance with applicable rules, that randomly selects the securities within customer accounts that will be called/redemptions. NFS' allocations are not made on a pro rata basis and it is possible for you to receive a full or partial allocation, or no allocation. You have the right to withdraw uncalled fully paid securities at any time prior to the cutoff date and time established by the issuer, transfer agent and/or depository with respect to the partial call, and also to withdraw excess margin securities provided your account is not subject to restriction under Regulation T or such withdrawal will not cause an undermargined condition.

PRICING INFORMATION - Prices displayed are obtained from sources that may include pricing vendors, broker/dealers who clear through NFS and/or other sources. Prices may not reflect current fair market value and/or may not be readily marketable or redeemable at the prices shown.

FOREIGN EXCHANGE TRANSACTIONS - Some transaction types necessitate a foreign currency exchange (FX) in order to settle. FX transactions may be effected by Fidelity Forex, Inc. on a principal basis. Fidelity Forex, Inc., an affiliate of NFS, may impose a commission or markup on the prevailing interbank market price, which may result in a higher price to you. Fidelity Forex, Inc. may share a portion of any FX commission or markup with NFS. More favorable rates may be available through third parties not affiliated with NFS. The rate applicable to any transaction involving an FX is available upon request through your broker-dealer.

COST BASIS LEGISLATION - New IRS Rules will require National Financial Services to report cost basis and holding period information for the sale of shares of open end Mutual Fund holdings purchased on or after January 1, 2012 on Form 1099-B. National Financial Services determines the cost basis for all shares of open end mutual funds using a default method of average cost. Alternatively, account owners or their brokers and advisors can instruct National Financial Services to determine the cost basis for shares of open end mutual funds by 1) setting up their non-retirement accounts with one of our eleven tax lot disposal methods available to investors or 2) identifying specific tax lots to sell at the time of a transaction. Contact your broker or advisor to learn more about the cost basis tracking of your holdings.

UNIONBANC INVESTMENT SERVICES

Account carried with National Financial Services LLC, Member
NYSE, SIPC

MN_CBBNLTBBDXNVT_BBBB 20151030

Verizon
Stopped
payment

FOLD ALONG PERFORATED DOTTED LINE & REMOVE CHECK

THIS DOCUMENT CONTAINS MULTIPLE FRAUD DETERRENT SECURITY FEATURES - SEE REVERSE



VERIZON CRG
VERIZON CA

DATE 02/22/16 VOID AFTER
180 DAYS

CHECK NO.
1235238074

66-156/531

PAY SIXTY-EIGHT and 14/100 DOLLARS

TO THE ORDER OF EMARCD

*****68.14

Verizon Treasury

WELLS FARGO BANK, N.A.

Security Features Included (B) Details on back

⑈1235238074⑈ ⑆053101561⑆ 8018014509⑈

**CARCD OPPORTUNITIES – EVENTS, EDUCATION, FUNDING FOR
DISTRICTS AND REGIONS**

April 2016

EVENTS/MEETINGS

**Irrigated Lands Regulatory Program/Soil Tech Program
Development Call**

- When: Wednesday, April 6th at 9 AM
- Where:
 - Call Number: Call in: [641-715-3273](tel:641-715-3273)
 - Conference Code: 817922#
- Opportunity Summary: CARCD has announced that there is potential to help landowners across the state comply with Irrigated Lands Regulatory Program (ILRP) as a fee for service in various geographies as the orders come online. Interested districts would need a qualified soil technician to participate, and should schedule participation in this call to find out additional information on requirements, trainings, program overview, etc

**Prevailing Wage Call with Conservation Strategy Group
(CSG)**

- When: Friday, April 8th at 1 PM
- Where:
 - Call Number: [641-715-3273](tel:641-715-3273)
 - Conference Code: 807922#
- Opportunity Summary: join CARCD and CSG for a follow-up to the Prevailing Wage conference call hosted last week by the Gold Ridge RCD. At that call, participants set a goal to set up a call with CARCD/CSG to strategize regarding securing support from a legislator on one of the labor committees to include language into a current labor

bill that would include a one sentence prevailing wage exemption for RCD natural resource enhancement projects in section 1720. This call will be with CARCD and CSG to discuss this process and set action items to try and make it happen this legislative cycle.

Quarterly CARCD Board Meeting

- When: Unconfirmed Date/Time is Wednesday, April 27th at 10 AM
- Where: Various locations:
 - Sacramento office of Best Best and Krieger
500 Capitol Mall #1700, Sacramento, CA 95814
[\(916\) 325-4000](tel:9163254000)
 - Riverside office of Best Best and Krieger
3390 University Ave, 5th Floor, Riverside, CA 92501
Phone: [\(951\) 686-1450](tel:9516861450)
 - San Diego office of Best Best and Krieger
655 st Broadway, 15th Floor, San Diego, CA 92101
[\(619\) 525-1300](tel:6195251300)
- Opportunity Summary: Feel free to attend at one of the satellite meetings, or call in for the quarterly CARCD board meeting. Action items and general agenda will be distributed prior to the meeting.

Monthly District Manager Call with CARCD Board President Glenn Franklin

- When: Thursday, April 28th (and recurring last Thursday monthly) at 9 AM
- Where: call-in information to be provided closer to meeting date
- Opportunity Summary: join in on a call with district managers statewide and CARCD board president to discuss local, regional, and statewide issues and

partnering opportunities. The calls are scheduled to last just one hour to enable participation without a significant time commitment for district managers.

EDUCATION/TRAINING

Sign up for the Updated CARCD Listserve

- Opportunity Summary: interested board and staff not currently receiving information from CARCD can go to card.org, scroll to the bottom of the page, then enter email into the box under the “Subscribe to CARCD” banner, then clicking on the purple Yahoo!Groups button to the right. Subscribers to the Listserve receive all CARCD emails concerning opportunities for education, funding, and requests for information from other members.

FUNDING

National Association of Conservation Districts (NACD)

Conservation Grants:

- When: initial announcement of anticipated funding has been made, with a Request For Proposals with more detailed information to be distributed in May with a deadline for responses in June, and award announcement in July
- Amount: NACD anticipated twenty \$50,000 grants will be available
- Opportunity summary: grant funding is anticipated from NACD for urban agriculture/community technical assistance. Grant funds are designed for urban agriculture conservation technical assistance activities in districts with developed or predominantly developing land use along with a special emphasis on underserved areas. Priority will go to cases where conservation districts can utilize the grants to launch technical assistance programs and where they can demonstrate these efforts can be sustained through the development of partnerships or cooperative agreements that extend beyond the grant period.
- Contact: NACD Regional Representative for the West

Jeff Burwell, Western Issues Specialist
[\(970\) 413-1454](tel:9704131454)

P.O. Box 785, Ridgway, CO 81432

CARCD Small Outreach Grants

- **When/due:** Rolling; funds must be used by December 2016.
Phase I is closed for funding consideration; however, Phase II funding announcement will be done within the next two months
- **Amount:** up to \$2,000; **note:** only 20% of funding requested can be used for staff time. If the application is asking for \$2,000 then just \$400 can be used for staff time.
- **Opportunity Summary:** CARCD has partnered with NRCS California to review simple applications for funding for resource conservation projects for RCDs and non-profits. The project funding is limited to one grant per organization, and must address resource conservation and/or outreach to historically underserved populations of producers. Applications should be submitted through local NRCS offices, and are available at carcd.org.
- **Contact Information:**
 - Chris Gardner at CARCD: chris-gardner@carcd.org, [925-997-8950](tel:9259978950)
 - Victor M. Hernandez at USDA-NRCS: victor.hernandez@ca.usda.gov, [530-792-5628](tel:5307925628)

CARCD/SOCAL INLAND REGION CONTACTS

CARCD

Website: www.carcd.org

Board of Directors

- President: Glenn Franklin
 - [209-966-6328](tel:209-966-6328) home
 - lonaglenn@sti.net

Staff:

- Executive Director Karen Buhr
 - Karen-buhr@carcd.org
 - [916-524-2100](tel:916-524-2100)

SOCAL INLAND REGION

Area Chair Jim Earsom

- James.earsom@gmail.com
- [909-799-8272](tel:909-799-8272)

**Elsinore-Murrieta-Anza
Resource Conservation District**

**2015 Annual Report
1600 Mitigation Project and Field Activities**

**for
California Department of Fish and Wildlife**



**Oak woodland habitat – Spring 2015.
EMARCD Clinton Keith Conservation Property**

TABLE OF CONTENTS

<u>PROJECT NAME</u>	<u>DFW PERMIT NUMBER</u>	<u>Pages</u>
---------------------	--------------------------	--------------

EMA-RCD Clinton Kelth Open Space:

#1a. Stone Creek Construction	#1600-2004-0027-R6	p. 3 and 4
b. McCall Sam Yoo	#1600-2006-0238-R6	
c. Murrieta 492	#1600-2006-0271-R6	
d. Nedecker (water quality)	#1600-2005-0220-R6	

Site Maps

p. 5



Enhancement Area – Summer 2015

Project(s): Stone Creek 1600-2004-0027-R6, McCall Sam Yoo 1600-2006-0238-R6, Murrieta 492 1600-2006-0271-R6 and Nedecker 1600-2005-0220-R6.

Location: Elsinore-Murrieta-Anza Resource Conservation District Clinton Keith Open Space Property

Project Origin: The California Department of Fish and Wildlife (CDFW) required off-site mitigation for impacts to riparian and associated habitat from the streambeds of four unnamed watercourses within the project sites, all in Riverside County, with the watercourses tributaries to the Santa Margarita River. Permanent impacts include affected acres of State jurisdictional waters and mulefat-willow scrub habitats.

Required Mitigation: Mitigation was required under permit numbers; Stone Creek 1600-2004-0027-R6, McCall Sam Yoo 1600-2006-0238-R6, Murrieta 492 1600-2006-0271-R6 and Nedecker (water quality) 1600-2005-0220-R6. All funds were to be used on 2.5 acres of the 75 acre EMA parcel for the purposes of open space conservation and subsequent enhancement/restoration. The applicants were required to pay for off-site riparian habitat enhancement and restoration within a conservation easement or lands held in fee title by the Elsinore-Murrieta-Anza Corona Resource Conservation District (EMARCD) at the Clinton Keith Open Space in the City of Murrieta, CA. This report covers the portion of the agreements for 2.5 acres of restoration and enhancement required by DFW, five year monitoring and perpetual management of the property. \$157,000 was initially provided to EMARCD in 2009, with \$90,000 remaining as an endowment, with various activities from endowment earnings and at least annual site assessments.

Purpose and Goals of the Mitigation: Future restoration and enhancement at the Clinton Keith site will include weeding, seeding, planting and other activities on acreage affected by drought, fire and some slope failure at various locations on the property. The goal is to eventually revegetate sections of banks and channel edges within both the restoration and enhancement areas, using local native species and a combination of container plants and seeding and encouraging natural regeneration of natives by removing invasive weed species. A combination of plants can be used, once approved by DFW and pallets developed. Actual installation will be based upon site conditions, soil tests and future site assessments.

Monitoring and Field Work: Aerial photographs of the site were made using google maps, and photo points were established in the two drainage areas. Riparian habitat in the two drainage areas can be planted and weeded during the permit compliance period. Temporary irrigation will not be used as there is no reliable water source on-site. Gel packs and basins to catch rain should be installed to help establishment. With the on-going drought, trees have become stressed and use of gel packs will be needed in order to establish plants in the drier areas. Once an HMP or other plan is developed, estimated percent cover of vegetation using Relevé, (structural, coverage and spatial diversity), and percent of exotic species.

Project Status: The site was surveyed in 2015 and was assessed in using a CRAM survey in 2014. Results of this survey can be found in the appendix of this report.

Success Criteria: Currently, there are no success criteria required for the site, although the site has some areas appropriate for enhancement. Historically, streambed alteration agreements usually required less than 5% cover by non-native exotic plant species at the end of five years, and that all plantings shall have a minimum of 80% survival the first year, and 100% survival thereafter. Plantings shall attain 80% cover after 3 years and 90% cover after 5 years, and that natural recruitment will be encouraged. Any project should at least follow these criteria.

Photo Points: Photographs were taken in the fall of 2015, and should be the preferred restoration area selected once plans are developed. Note some new growth on upstream section at PP1 due to summer rainfall and shading. Lower section continues to have lack of sufficient moisture due to drought conditions and subsequent low vegetation recovery.



Looking downstream



Looking upstream



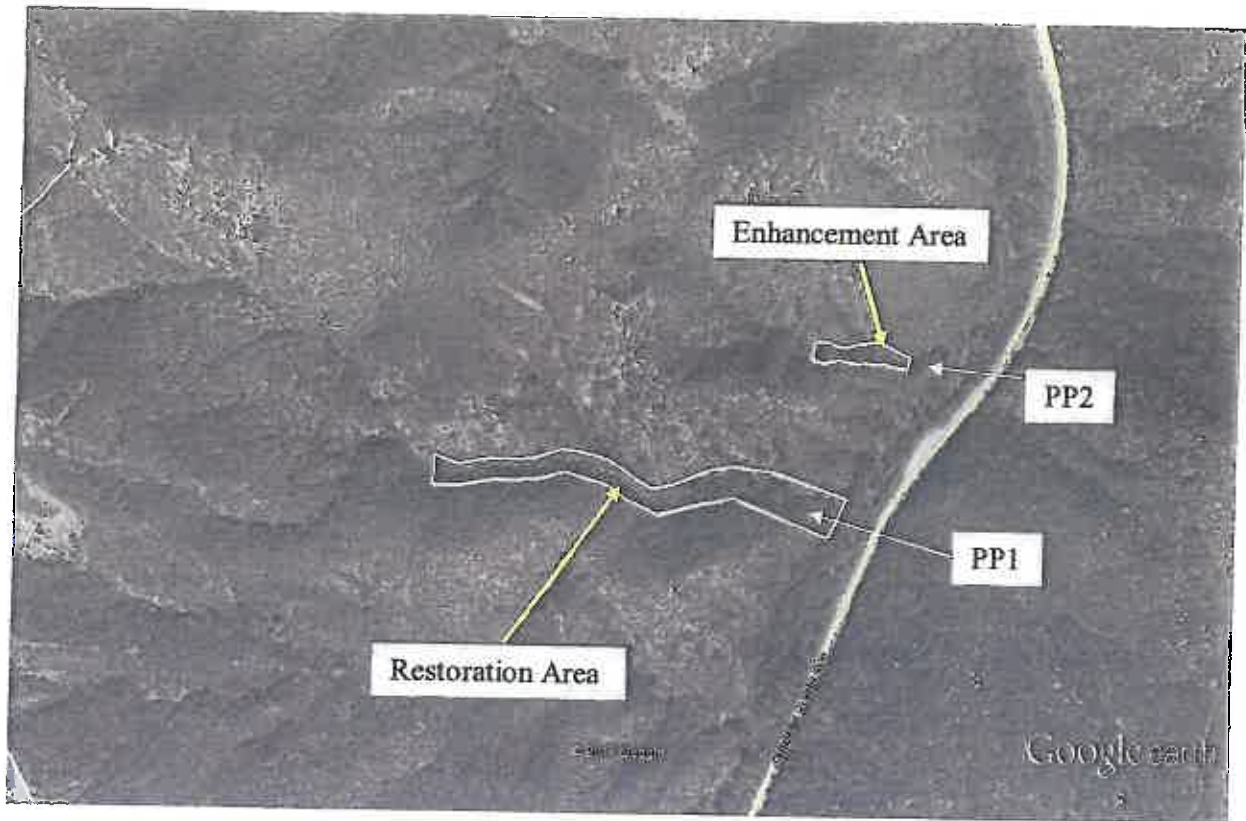
Looking downstream



Looking upstream

Photo point 2 had some summer rain and winter flows in 2015, which have provided some new growth of plants. Annual weed control on lower section of area 2 will be needed. Management of poison oak will be needed so that it does not over-colonize areas slated for diversity planting.

Aerial Site Map



Overall site conditions on 2013 google aerial showing photo points and approximate locations. The enhancement area will be weeded and some planting initiated after plans are developed and approved.

Species Observed During 2015 Site Assessment:

CA. Thrasher (*Toxostoma redivivum*)
Spotted Towhee (*Pipilo maculatus*)
Bewick Wren (*Thryomanes bewickii*)
Ca. Towhee (*Melospiza crissalis*)
Western Fence Lizard (*Sceloporus occidentalis*)



EMA Open Space Parcels = 75 acres of upland/riparian habitat with restoration/enhancement areas yellow.

For additional information on this project site, please contact the EMA-RCD

Appendix:

2014 CRAM - Riverine

EMA-RCD Clinton Keith Rd. California Rapid Assessment Method for Wetlands (CRAM) Survey Results

Riverine Module



Assessment Area: EMA-RCD property at Clinton Keith Rd. Conducted February 2014

For the

Elsinore-Murrieta-Anza Resource Conservation District

Prepared by:

Riverside-Corona Resource Conservation District

4500 Glenwood Dr. Bldg. A

Riverside, CA 92501

Tel: (951) 683-7691

Fax: (951) 683-3814

April 2014

Summary

This CRAM assessment was performed for property included in the following parcels in the County of Riverside west of Clinton Keith Rd. between Chantory St. and Avenida La Cresta.: APN#930-040-006, APN# 930-040-004. The Assessment Area (AA) includes the full lateral extent of the creek bed and does not go beyond the areas within the parcels listed. This was an ambient assessment so the entire drainage was not surveyed. The results of the assessment are included in the following pages.

Functions/conditions	AA 1
4.1 Attribute 1 Buffer and Landscape Context	
4.1.1 Landscape Connectivity	12
4.1.2 Percent of AA with Buffer	12
4.1.3 Average Buffer Width	12
4.1.4 Buffer Condition	12
RAW SCORE	24.00
FINAL SCORE	100.00
4.2 Attribute 2: Hydrology	
4.2.1 Water Source	12
4.2.2 Hydroperiod or Channel Stability	12
4.2.3 Hydrologic Connectivity	9
RAW SCORE	33.00
FINAL SCORE	91.67
4.3 Attribute 3: Physical Structure	
4.3.1 Structural Patch Richness	6
4.3.2 Topographic Complexity	6
RAW SCORE	12.00
FINAL SCORE	50.00
4.4 Attribute 4: Biotic Structure	
4.4.1 Number of Plant Layers	9
4.4.2 Co-Dominant Species	6
4.4.3 Percent Invasion	12
4.4.4 Interspersion/Zonation	3
4.4.5 Vertical Structure	9
RAW SCORE	21.00
FINAL SCORE	58.33
OVERALL SCORE	75

Basic Information Sheet: Riverine Wetlands

Assessment Area Name: EMA-RCD Property near Santa Rosa Plateau	
Project Name: EMA-RCD Assistance	
Assessment Area ID #: EMA-1	
Project ID #: EMA	Date: 2-19-2014
Assessment Team Members for This AA: Shani Pynn, Brett Mills, Kerwin Russell	
Average Bankfull Width: 2.31m	
Approximate Length of AA (10 times bankfull width, min 100 m, max 200 m): 100	
Upstream Point Latitude: 33.5581500°	Longitude: -117.2673389°
Downstream Point Latitude: 33.5578472°	Longitude: -117.2670806°
Wetland Sub-type: <div style="display: flex; justify-content: space-around;"> <input checked="" type="checkbox"/> Confined <input type="checkbox"/> Non-confined </div>	
AA Category: <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Restoration <input type="checkbox"/> Mitigation <input type="checkbox"/> Impacted <input checked="" type="checkbox"/> Ambient <input type="checkbox"/> Reference <input type="checkbox"/> Training </div> <div style="margin-top: 5px;"> <input type="checkbox"/> Other: </div>	
Did the river/stream have flowing water at the time of the assessment? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	
What is the apparent hydrologic flow regime of the reach you are assessing? <p>The hydrologic flow regime of a stream describes the frequency with which the channel conducts water. <i>Perennial</i> streams conduct water all year long, whereas <i>ephemeral</i> streams conduct water only during and immediately following precipitation events. <i>Intermittent</i> streams are dry for part of the year, but conduct water for periods longer than ephemeral streams, as a function of watershed size and water source.</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> perennial <input type="checkbox"/> intermittent <input checked="" type="checkbox"/> ephemeral </div>	

Photo Identification Numbers and Description:

	Photo ID No.	Description	Latitude	Longitude	Datum
1	61, 62	Upstream	33.5581500°	-117.2673389°	NAD 83
2	67, 68	Middle Left			
3		Middle Right			
4	71, 72	Downstream	33.5578472°	-117.2670806°	NAD 83
5					
6					
7					
8					
9					
10					

Site Location Description:**Comments:**



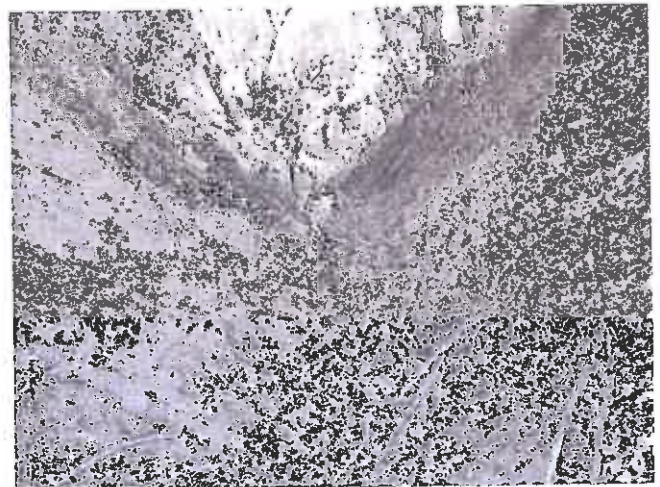
Upstream looking upstream (West)



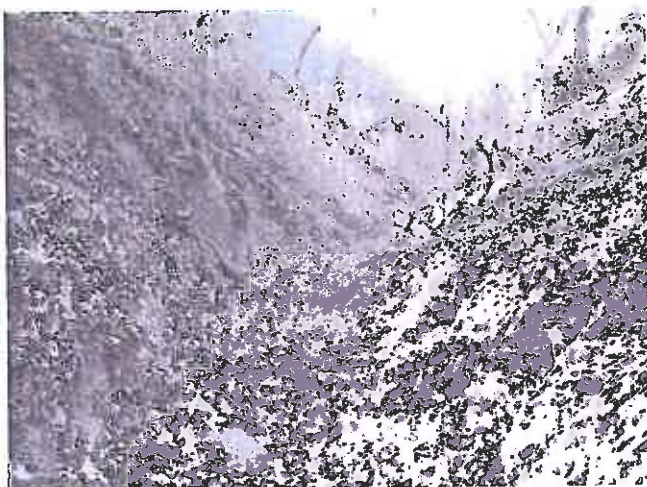
Upstream looking downstream (East)



Middle looking upstream (West)



Middle looking downstream (East)



Downstream looking upstream (West)



Downstream looking downstream (East)

Scoring Sheet: Riverine Wetlands

AA Name: EMARCD Property near Santa Rosa Plateau				Date: 2-19-2014	
Attribute 1: Buffer and Landscape Context (pp. 11-19)				Comments	
Stream Corridor Continuity (D)		Alpha.	Numeric		
		A	12		
Buffer:					
Buffer submetric A: Percent of AA with Buffer	Alpha.	Numeric			
	A	12			
Buffer submetric B: Average Buffer Width	A	12			
Buffer submetric C: Buffer Condition	A	12			
Raw Attribute Score = $D + [C \times (A \times B)^{1/2}]^{1/4}$			24	Final Attribute Score = (Raw Score/24) x 100	100.00
Attribute 2: Hydrology (pp. 20-26)					
Water Source		Alpha.	Numeric		
		A	12		
Channel Stability		A	12		
Hydrologic Connectivity		B	9		
Raw Attribute Score = sum of numeric scores			33	Final Attribute Score = (Raw Score/36) x 100	91.67
Attribute 3: Physical Structure (pp. 27-33)					
Structural Patch Richness		Alpha.	Numeric		
		C	6		
Topographic Complexity		C	6		
Raw Attribute Score = sum of numeric scores			12	Final Attribute Score = (Raw Score/24) x 100	50.00
Attribute 4: Biotic Structure (pp. 34-41)					
Plant Community Composition (based on sub-metrics A-C)					
Plant Community submetric A: Number of plant layers	Alpha.	Numeric			
	B	9			
Plant Community submetric B: Number of Co-dominant species	C	6			
Plant Community submetric C: Percent Invasion	A	12			
Plant Community Composition Metric (numeric average of submetrics A-C)			9		
Horizontal Interspersion		D	3		
Vertical Biotic Structure		B	9		
Raw Attribute Score = sum of numeric scores			21	Final Attribute Score = (Raw Score/36) x 100	58.33
Overall AA Score (average of four final Attribute Scores)				75	

Worksheet for Stream Corridor Continuity Metric for Riverine Wetlands

Lengths of Non-buffer Segments For Distance of 500 m Upstream of AA		Lengths of Non-buffer Segments For Distance of 500 m Downstream of AA	
Segment No.	Length (m)	Segment No.	Length (m)
1	0	1	0
2	0	2	0
3	0	3	0
4	0	4	0
5	0	5	0
Upstream Total Length	0	Downstream Total Length	0

Percent of AA with Buffer Worksheet

In the space provided below make a quick sketch of the AA, or perform the assessment directly on the aerial imagery; indicate where buffer is present, estimate the percentage of the AA perimeter providing buffer functions, and record the estimate amount in the space provided.

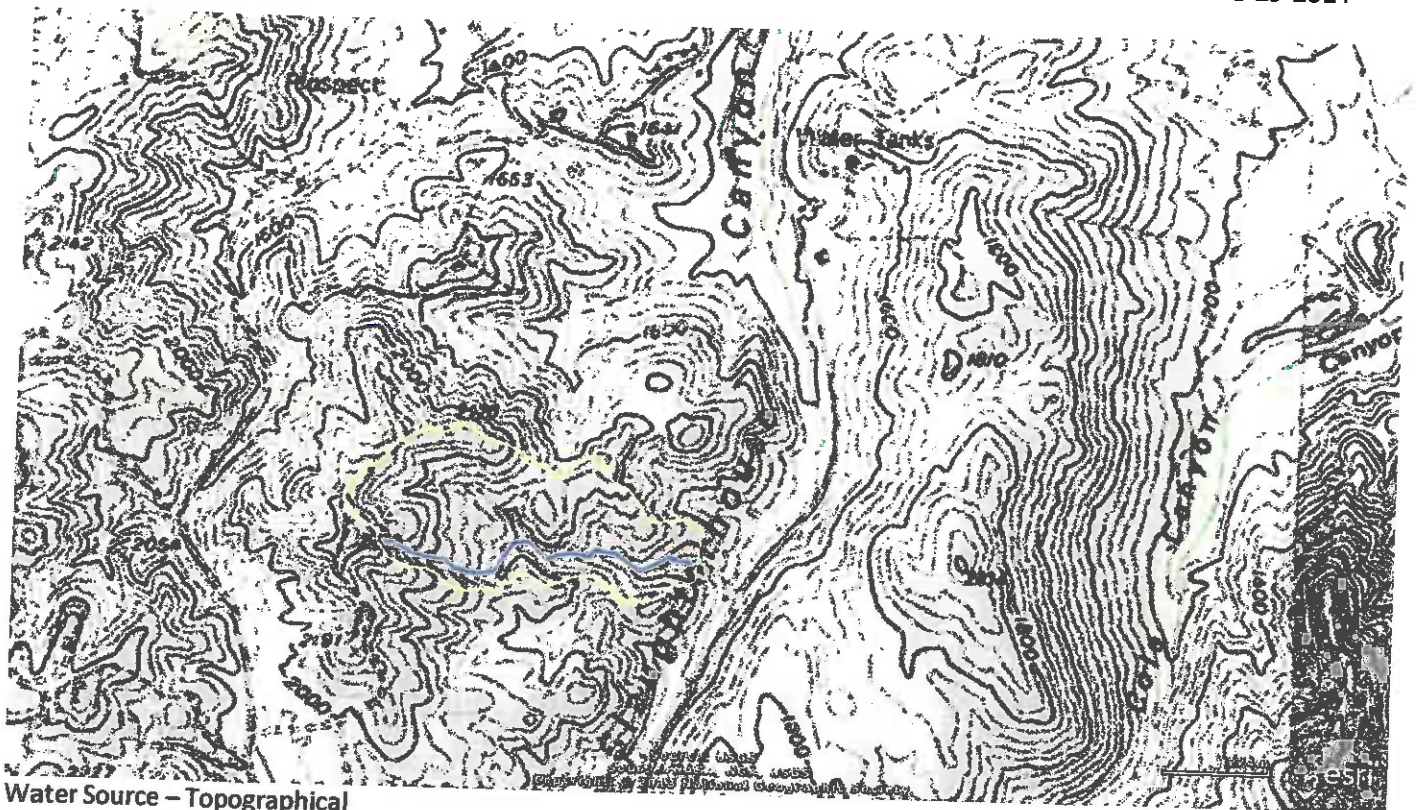
A
B
C
D

E
F
G
H

Percent of AA with Buffer: 100 %

Worksheet for calculating average buffer width of AA

Line	Buffer Width (m)
A	250m
B	250m
C	250m
D	250m
E	250m
F	250m
G	250m
H	250m
Average Buffer Width *Round to the nearest integer*	250m



Water Source – Topographical




Water Source - Aerial

Worksheet for Assessing Channel Stability for Riverine Wetlands

Condition	Field Indicators (check all existing conditions)
Indicators of Channel Equilibrium	<input checked="" type="checkbox"/> The channel (or multiple channels in braided systems) has a well-defined bankfull contour that clearly demarcates an obvious active floodplain in the cross-sectional profile of the channel throughout most of the AA. <input type="checkbox"/> Perennial riparian vegetation is abundant and well established along the bankfull contour, but not below it. <input checked="" type="checkbox"/> There is leaf litter, thatch, or wrack in most pools (if pools are present). <input checked="" type="checkbox"/> The channel contains embedded woody debris of the size and amount consistent with what is naturally available in the riparian area. <input checked="" type="checkbox"/> There is little or no active undercutting or burial of riparian vegetation. <input type="checkbox"/> If mid-channel bars and/or point bars are present, they are not densely vegetated with perennial vegetation. <input type="checkbox"/> Channel bars consist of well-sorted bed material (smaller grain size on the top and downstream end of the bar, larger grain size along the margins and upstream end of the bar). <input type="checkbox"/> There are channel pools, the spacing between pools tends to be regular and the bed is not planar throughout the AA <input type="checkbox"/> The larger bed material supports abundant mosses or periphyton.
Indicators of Active Degradation	<input type="checkbox"/> The channel is characterized by deeply undercut banks with exposed living roots of trees or shrubs. <input type="checkbox"/> There are abundant bank slides or slumps. <input type="checkbox"/> The lower banks are uniformly scoured and not vegetated. <input type="checkbox"/> Riparian vegetation is declining in stature or vigor, or many riparian trees and shrubs along the banks are leaning or falling into the channel. <input type="checkbox"/> An obvious historical floodplain has recently been abandoned, as indicated by the age structure of its riparian vegetation. <input type="checkbox"/> The channel bed appears scoured to bedrock or dense clay. <input type="checkbox"/> Recently active flow pathways appear to have coalesced into one channel (i.e. a previously braided system is no longer braided). <input type="checkbox"/> The channel has one or more knickpoints indicating headward erosion of the bed.
Indicators of Active Aggradation	<input type="checkbox"/> There is an active floodplain with fresh splays of coarse sediment (sand and larger that is not vegetated) deposited in the current or previous year. <input type="checkbox"/> There are partially buried living tree trunks or shrubs along the banks. <input type="checkbox"/> The bed is planar (flat or uniform gradient) overall; it lacks well-defined channel pools, or they are uncommon and irregularly spaced. <input type="checkbox"/> There are partially buried, or sediment-choked, culverts. <input checked="" type="checkbox"/> Perennial terrestrial or riparian vegetation is encroaching into the channel or onto channel bars below the bankfull contour. <input type="checkbox"/> There are avulsion channels on the floodplain or adjacent valley floor.
Overall	<input checked="" type="checkbox"/> Equilibrium <input type="checkbox"/> Degradation <input type="checkbox"/> Aggradation

Riverine Wetland Entrenchment Ratio Calculation Worksheet

The following 5 steps should be conducted for each of 3 cross-sections located in the AA at the approximate midpoints along straight riffles or glides, away from deep pools or meander bends. An attempt should be made to place them at the top, middle, and bottom of the AA.

Steps	Replicate Cross-sections 	TOP	MID	BOT
1 Estimate bankfull width.	This is a critical step requiring familiarity with field indicators of the bankfull contour. Estimate or measure the distance between the right and left bankfull contours.	3.50m	2.05m	1.38m
2: Estimate max. bankfull depth.	Imagine a level line between the right and left bankfull contours; estimate or measure the height of the line above the thalweg (the deepest part of the channel).	0.45m	0.30m	0.64m
3: Estimate flood prone depth.	Double the estimate of maximum bankfull depth from Step 2.	0.90m	0.60m	1.28m
4: Estimate flood prone width.	Imagine a level line having a height equal to the flood prone depth from Step 3; note where the line intercepts the right and left banks; estimate or measure the length of this line.	5.20m	2.50m	3.70m
5: Calculate entrenchment ratio.	Divide the flood prone width (Step 4) by the bankfull width (Step 1).	1.49	1.22	2.68
6: Calculate average entrenchment ratio.	Calculate the average results for Step 5 for all 3 replicate cross-sections. Enter the average result here and use it in Table 13a or 13b.			1.8

Structural Patch Type Worksheet for Riverine wetlands

Circle each type of patch that is observed in the AA and enter the total number of observed patches in Table below. In the case of riverine wetlands, their status as confined or non-confined must first be determined (see page 6) to determine with patches are expected in the system (indicated by a "1" in the table below). Any feature onsite should only be counted once as a patch type. If a feature appears to meet the definition of more than one patch type (i.e. swale and secondary channel) the practitioner should choose which patch type best illustrates the feature. Not all features at a site will be patch types.

**Please refer to the CRAM Photo Dictionary at www.cramwetlands.org for photos of each of the following patch types.*

STRUCTURAL PATCH TYPE (circle for presence)	Riverine (Non-confined)	Riverine (Confined)
Minimum Patch Size	3 m ²	3 m ²
Abundant wrackline or organic debris in channel, on floodplain	1	1
Bank slumps or undercut banks in channels or along shoreline	1	1
Cobbles and/or Boulders	1	1
Debris jams	1	1
Filamentous macroalgae or algal mats	1	1
Large woody debris	1	1
Pannes or pools on floodplain	1	N/A
Plant hummocks and/or sediment mounds	1	1
Point bars and in-channel bars	1	1
Pools or depressions in channels (wet or dry channels)	1	1
Riffles or rapids (wet or dry channels)	1	1
Secondary channels on floodplains or along shorelines	1	N/A
Standing snags (at least 3 m tall)	1	1
Submerged vegetation	1	N/A
Swales on floodplain or along shoreline	1	N/A
Variegated, convoluted, or crenulated foreshore (instead of broadly arcuate or mostly straight)	1	1
Vegetated islands (mostly above high-water)	1	N/A
Total Possible	17	12
No. Observed Patch Types (enter here and use in Table 14 below)		

Worksheet for AA Topographic Complexity

At three locations along the AA, make a sketch of the profile of the stream from the AA boundary down to its deepest area then back out to the other AA boundary. Try to capture the benches and the intervening micro-topographic relief. To maintain consistency, make drawings at each of the stream hydrologic connectivity measurements, always facing downstream. Include the water level, an arrow at the bankfull contour, and label the benches. Based on these sketches and the profiles in Figure 10, choose a description in Table 16 that best describes the overall topographic complexity of the AA.

Profile 1

Profile 2

Profile 3

Plant Community Metric Worksheet: Co-dominant species richness for Riverine wetlands
(A dominant species represents $\geq 10\%$ relative cover)

Special Note:

** Combine the counts of co-dominant species from all layers to identify the total species count. Each plant species is only counted once when calculating the Number of Co-dominant Species and Percent Invasion submetric scores, regardless of the numbers of layers in which it occurs.*

Floating or Canopy-forming (non-confined only)	Invasive?	Short (<0.5 m)	Invasive?
		Acmispon glaber	No
		Pteridium aquilinum var. pubescens	No
		Adiantum jordanii	No
		Elymus triticoides	No
Medium (0.5-1.5 m)	Invasive?	Tall (1.5-3.0 m)	Invasive?
Toxicodendron diversilobum	No		
Quercus agrifolia	No		
Very Tall (>3.0 m)	Invasive?	Total number of co-dominant species for all layers combined (enter here and use in Table 18)	6
Quercus agrifolia	No		
		Percent Invasion *Round to the nearest integer* (enter here and use in Table 18)	0

Horizontal Interspersion Worksheet.

Use the spaces below to make a quick sketch of the AA in plan view, outlining the major plant zones (this should take no longer than 10 minutes). Assign the zones names and record them on the right. Based on the sketch, choose a single profile from Figure 12 that best represents the AA overall.

	<p>Assigned zones:</p> <p>1) Oaks and poison oak</p> <p>2) Oaks and ferns</p> <p>3) Oaks and wild rye</p> <p>4)</p> <p>5)</p> <p>6)</p>
--	--

Worksheet for Wetland disturbances and conversions

Has a major disturbance occurred at this wetland?	Yes	No		
If yes, was it a flood, fire, landslide, or other?	flood	fire	landslide	other
If yes, then how severe is the disturbance?	likely to affect site next 5 or more years	likely to affect site next 3-5 years	likely to affect site next 1-2 years	
Has this wetland been converted from another type? If yes, then what was the previous type? No	depressional	vernal pool	vernal pool system	
	non-confined riverine	confined riverine	seasonal estuarine	
	perennial saline estuarine	perennial non-saline estuarine	wet meadow	
	lacustrine	seep or spring	playa	

Stressor Checklist Worksheet

HYDROLOGY ATTRIBUTE (WITHIN 50 M OF AA)	Present	Significant negative effect on AA
Point Source (PS) discharges (POTW, other non-stormwater discharge)		
Non-point Source (Non-PS) discharges (urban runoff, farm drainage)		
Flow diversions or unnatural inflows		
Dams (reservoirs, detention basins, recharge basins)		
Flow obstructions (culverts, paved stream crossings)		
Weir/drop structure, tide gates		
Dredged inlet/channel		
Engineered channel (riprap, armored channel bank, bed)		
Dike/levees		
Groundwater extraction		
Ditches (borrow, agricultural drainage, mosquito control, etc.)		
Actively managed hydrology		
Comments None		

PHYSICAL STRUCTURE ATTRIBUTE (WITHIN 50 M OF AA)	Present	Significant negative effect on AA
Filling or dumping of sediment or soils (N/A for restoration areas)		
Grading/ compaction (N/A for restoration areas)		
Plowing/Discing (N/A for restoration areas)		
Resource extraction (sediment, gravel, oil and/or gas)		
Vegetation management		
Excessive sediment or organic debris from watershed		
Excessive runoff from watershed		
Nutrient impaired (PS or Non-PS pollution)		
Heavy metal impaired (PS or Non-PS pollution)		
Pesticides or trace organics impaired (PS or Non-PS pollution)		
Bacteria and pathogens impaired (PS or Non-PS pollution)		
Trash or refuse		
Comments None		

BIOTIC STRUCTURE ATTRIBUTE (WITHIN 50 M OF AA)	Present	Significant negative effect on AA
Mowing, grazing, excessive herbivory (within AA)		
Excessive human visitation		
Predation and habitat destruction by non-native vertebrates (e.g., <i>Virginia opossum</i> and domestic predators, such as feral pets)		
Tree cutting/sapling removal		
Removal of woody debris		
Treatment of non-native and nuisance plant species		
Pesticide application or vector control		
Biological resource extraction or stocking (fisheries, aquaculture)		
Excessive organic debris in matrix (for vernal pools)		
Lack of vegetation management to conserve natural resources		
Lack of treatment of invasive plants adjacent to AA or buffer		
Comments None		

BUFFER AND LANDSCAPE CONTEXT ATTRIBUTE (WITHIN 500 M OF AA)	Present	Significant negative effect on AA
Urban residential		
Industrial/commercial		
Military training/Air traffic		
Dams (or other major flow regulation or disruption)		
Dryland farming		
Intensive row-crop agriculture		
Orchards/nurseries		
Commercial feedlots		
Dairies		
Ranching (enclosed livestock grazing or horse paddock or feedlot)		
Transportation corridor	X	
Rangeland (livestock rangeland also managed for native vegetation)		
Sports fields and urban parklands (golf courses, soccer fields, etc.)		
Passive recreation (bird-watching, hiking, etc.)	X	
Active recreation (off-road vehicles, mountain biking, hunting, fishing)	X	
Physical resource extraction (rock, sediment, oil/gas)		
Biological resource extraction (aquaculture, commercial fisheries)		
Comments No off-road vehicle use nearby. Active recreation is mostly mountain biking near the highway.		

Subject **RE: Report**
From <rose.corona@emarcd.org>
To Shelli Lamb <lamb@rcrcd.org>
Date 2016-03-22 14:15



Thanks for the clarifying this for us.

Rose

On 2016-03-22 13:59, Shelli Lamb wrote:

Rose:

Kerwin took all photos, did the site visit in September 2015 and wrote the report for EMARCD in 2016.

I talked to Kerwin and he said that when Vicki had him come over to look at the Bear Creek HOA site in September 2015 (to give a bid on that), she also asked him to look at the Clinton Keith property which is right up the street. The invoice I sent you takes care of any time spent on the 2015 report.

I hope that clarifies everything.

Shelli

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

From: rose.corona@emarcd.org [mailto:rose.corona@emarcd.org]
Sent: Tuesday, March 22, 2016 12:22 PM
To: Shelli Lamb
Cc: Melissa Cushman
Subject: RE: Report

Shelli,

Thanks for the report. I just have a couple of questions.

On the page 3 it says that the site was surveyed in 2015? Who did this survey? Was it RCRC and if so what were we charged for this? On Page 4 it says that photographs were taken in the Fall of 2015. Did you guys do this? If not do you have any idea who did?

If you can let me know, then I can complete my report.

Thanks,

Rose

On 2016-03-21 10:51, Shelli Lamb wrote:

Rose:

Attached is the invoice and 2015 Clinton Keith Report. We are putting a hard copy in the mail and it will be mailed out today.

Shelli

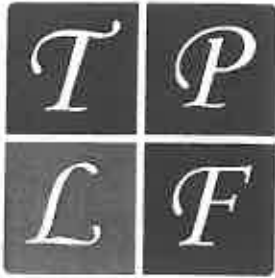
-----Original Message-----

From: rose.corona@emarcd.org [mailto:rose.corona@emarcd.org]
Sent: Monday, March 21, 2016 9:13 AM
To: Shelli Lamb
Subject: Report

Shelli,

**ACTION ITEMS/DISCUSSION
CALENDAR**

BEAR CREEK



THE PERRY LAW FIRM

A PROFESSIONAL LAW CORPORATION

March 23, 2016

**SENT VIA FIRST CLASS
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Elsinore-Murrieta-Anza Resource
Conservation District (EMARCD)
31569 Canyon Estates Drive, Suite 113
Lake Elsinore, CA 92532

Re: Bear Creek Master Association
Subject: Formal Cancellation of Contract

Dear Elsinore-Murrieta-Anza Resource Conservation District (EMARCD):

This office represents the Bear Creek Master Association ("Association"). This letter, sent on behalf of the Association, is to provide the Elsinore-Murrieta-Anza Resource Conservation District ("EMARCD") with formal notice that the agreement entered into on or about October 31, 2015 between the Association and EMARCD to perform maintenance in the "Non-Conservation Easement Areas" at and around the Association ("Agreement"), is hereby canceled. This notice is given pursuant to Section 9 of the Agreement.

This correspondence is based solely on the information within the Association's knowledge at this time, and no warranties are intended beyond the scope of this letter. Thank you in advance for your cooperation.

Very Truly Yours,

Cecilia N. Brennan, Esq.
The Perry Law Firm, APLC

Encl.

cc: Board of Directors
Melissa Cushman, Esq., County of Riverside/EMARCD (via electronic mail)



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

March 25, 2016

Bear Creek Master Association
22877 Bear Creek Drive North
Murrieta, CA 92562
Attn: Linda Alexander, General Manager

Dear Ms. Alexander,

Our office represents the Elsinore-Murrieta-Anza Resource Conservation District ("EMARCD"). This letter will serve as formal notice to you that, under the 2015 Maintenance Services Agreement ("Agreement") by and between the Bear Creek Master Association ("Association") and EMARCD, the Association owes EMARCD \$10,276.00 ("Overdue Amount"). The work performed by EMARCD and its agents under the Agreement was completed on December 3, 2015. The Association has been invoiced and contacted multiple times regarding payment, but no payment for this work has been forthcoming. It is now more than 90 days overdue, and continuing non-payment of the Overdue Amount constitutes a material breach of the Agreement.

Unless payment of the full Overdue Amount is received by EMARCD by April 7, 2016, EMARCD will seek legal recourse to enforce such payment, including but not limited to institution of legal proceedings against the Association to recover the above amount, together with accrued interest, and, pursuant to Section 14 of the Agreement, costs and attorneys' fees as well.

Please contact EMARCD President Rose Corona at rose.corona@emarcd.org if further instructions are needed as to the method of payment.

Sincerely,

GREGORY P. PRIAMOS
County Counsel

MELISSA R. CUSHMAN
Deputy County Counsel

MRC:sk

Cc: Cecilia Brennan, cbrennan@perrylaw.us

MOU MISSION

**MEMORANDUM OF UNDERSTANDING BETWEEN THE ELSINORE-MURRIETA-ANZA
RESOURCE CONSERVATION DISTRICT AND MISSION RESOURCE CONSERVATION
DISTRICT**

This Memorandum of Understanding ("MOU") is entered into this April __, 2016, by and between the Elsinore-Murrieta-Anza Resource Conservation District ("EMARCD"), a California resource conservation district, and Mission Resource Conservation District ("Mission"), a California resource conservation district (EMARCD and Mission may each be referred to separately as a "Party" or together as the "Parties" or the "Districts").

RECITALS

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

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

WHEREAS, the Riverside County Board of Supervisors has recently approved a name change for EMARCD to the Temecula-Elsinore-Anza-Murrieta Resources Conservation District ("TEAMRCD"), a name which may therefore appear on future documentation or payment from EMARCD but which will have no effect on any legal obligations in this MOU or otherwise; and

WHEREAS, Mission is a neighboring resource conservation district also created and authorized pursuant to Public Resources Code section 9001 et seq., with a service area covering approximately 185.2 square miles in northwestern San Diego County; and

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

WHEREAS, the Parties desire to enter into this MOU with each other to provide for cooperation between the Districts wherein Mission's staff will provide needed services to EMARCD, and, as applicable, the necessary federal and/or state permits, and to memorialize the rights and obligations of the Parties relating to such services; and

WHEREAS, the services provided under this MOU would facilitate a strong partnership of mutual cooperation in providing opportunities for resource conservation and enhancement practices within EMARCD's service area.

AGREEMENT

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

1. **Services:** Mission agrees, at its discretion, to make available to EMARCD, upon written request from EMARCD and when Mission is capable of doing so, its employees and staff who are qualified to provide the specific activities and services ("Activities") within the jurisdiction of resource conservation districts requested by EMARCD. Such Activities shall include, but not be limited to, those set forth in Exhibit A, attached hereto and by this reference incorporated herein. EMARCD will identify what specific activities are required, what specific certifications or licenses are required, if any, and the expected duration of the subject activities.

2. **Compensation:** EMARCD will compensate Mission for its use of Mission employees, staff, and agents. Such compensation will be based on the hours of work performed for EMARCD and will be determined based on the current hourly rate of the Mission employee(s), staff, or agent(s) performing those services, which will be disclosed to EMARCD before any work begins. The Parties agree that said payment will fulfill any obligation EMARCD may have to Mission and to any Mission employee, staff, or agent with respect to the payment of wages and any required benefits under the law, including Workers' Compensation insurance. To the extent allowed by law, EMARCD will also compensate Mission for its use of federal and/or state permits for each project at a rate to be determined by the Parties at the time the project is contemplated.

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

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

5. **Workers' Compensation:** Pursuant to California Labor Code section 3602(d) and any other applicable law, EMARCD and Mission further agree that, to the extent EMARCD is legally required to provide Workers' Compensation coverage related to the work provided for it by Mission employees, Mission has and will obtain Workers' Compensation coverage for any and all of its employees who provide services for EMARCD and that such Workers' Compensation coverage will specifically cover and encompass any and all work performed by Mission for EMARCD pursuant to this Agreement. Mission will advise EMARCD in the event that the required Workers'

Compensation insurance is about to or expected to lapse.

6. **Mutual Indemnification:** EMARCD and Mission shall each defend, indemnify, and hold the other party and its officials, officers, employees, consultants, subcontractors, volunteers, and agents harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, to the extent arising out of incident to any negligent acts, omissions, or willful misconduct of the indemnifying party or its officials, officers, employees, consultants, subcontractors, volunteers, and agents arising out of or in connection with the performance of this Agreement, including, without limitation, the payment of all consequential damages and attorneys' fees and other related costs and expenses.

7. **Insurance:** Mission shall procure and maintain during the period of performance of this MOU, and for twelve (12) months thereafter, adequate third party policies of insurance from an insurance company or companies authorized to do business in the State of California that covers any activities performed by Mission under this Agreement. Proof of this insurance shall be provided to EMARCD within one (1) week of the effective date of this Agreement. Mission will advise EMARCD in the event that the required third party insurance is about to or expected to lapse. EMARCD shall be responsible for carrying adequate insurance for any EMARCD employee or facility related to any activities performed under this Agreement.

8. **Term:** The term of this Agreement shall be for the period of one (1) year from the date of full execution of this Agreement by both Parties ("Initial Term"). The term of this Agreement shall be automatically extended for additional one (1) year terms ("Extended Term" or "Extended Terms," as appropriate) unless either Party terminates the Agreement pursuant to Paragraph 9, below.

9. **Amendment and Cancellation:** This MOU shall be effective when signed by both Parties. It contains the entire agreement between the Parties with respect to the matters herein provided for. It may be amended only by mutual written consent of both Parties, and either Party may cancel this MOU at any time upon thirty (30) days' written notice by so notifying the other Party by certified mail. Mission shall not be responsible to perform any work other than Activities requested in writing by EMARCD that have been agreed to by Mission, and EMARCD shall only be responsible to pay for work EMARCD has requested in writing to Mission.

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

To EMARCD at:

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

To Mission at:

Mission Resource Conservation District
1588 South Mission Road, Suite 100
Fallbrook, CA 92028

11. **Severability:** If any portion of this Agreement is declared by a court of competent

jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

12. Attorneys' Fees: If either Party commences an action in court with respect to the rights and obligations of the Parties under this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party, in addition to all other relief granted by the court, its reasonable attorneys' fees and incurred in prosecuting or defending such action, including any appeal from the judgment therein.

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

14. Authority: Each Party to this Agreement warrants to the other that it is duly organized and existing and that it and the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents and bind the parties thereto.

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

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

MISSION RESOURCE CONSERVATION
DISTRICT, a California resource conservation
district

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A:
Activities

Use of Mission employees, staff, and agents, or any combination of same, under this Agreement may include, but is not limited to:

- a. Assistance with the EMARCD Aquatics Program;
- b. Assistance with the biological monitoring and reporting on EMARCD conservation easements;
- c. Assistance with mitigation work;
- d. Assistance with the development of the projected costs associated with implementing mitigation and conservation easements;
- e. Assistance with the development of habitat mitigation and monitoring plans; and
- f. Assistance with related EMARCD projects or programs.

The Big Horse Corn Maze and Harvest Festival is to include pumpkin picking, corn maze, face painting, pony rides, carnival games, a 5K run and classic auto show from October 1 thru 31, 2016 from 10 a.m. to 5 p.m. Saturday and Sunday, and from 1 p.m. to 6 p.m. Monday thru Friday at 33320 Temecula Parkway.

SAMPLE ROLLING CALENDAR

DRAFT ROLLING CALENDAR-SAMPLE ONLY									
PROJECT NAME	REQUIRED WORK	Time Frame	DUE BY/DEADLINE	CONTACT CLIENT/COMPANIES	RFP OUT BY	RFP DEADLINE	VOTED ON BY	ALSO FOR?	DUE
Greer Ranch	Yearly Report	July-August	August of each yr	Advise June RFP	6/1/2016	7/1/2016	CLOSEST MTG	CDPW ANNUAL REPORT	April 1 each yr
	Quarterly Visits			1st of each qtr	6/1/2016	7/1/2016	CLOSEST MTG	CDPW ANNUAL REPORT	April 1 each yr
Adeline Farms	Yearly Report	July-August	August of each yr	Advise June RFP	6/15/2016	7/15/2016	CLOSEST MTG	CDPW ANNUAL REPORT	April 1 each yr
Clinton Keith	Yearly Report	August-September	October, 2016	July 15 each year	July 15 each year	8/15/2016	CLOSEST MTG	CDPW ANNUAL REPORT	April 1 each yr
Fairway Estates	vegetation removal	Sept 15-March 15	Prior/after nesting season	July 15 each year	7/15/2016	8/15/2016	CLOSEST MTG	CDPW ANNUAL REPORT	April 1 each yr
Animal Audit	Yearly audit report	July 1, 2015-June 30, 2016	October, 2016	April each year	4/16/2016	6/1/2016	6/9/2016		
Year end financials	Financials for year	July 1, 2015-June 30, 2017	August 1 of each year	April of each year	4/26/2016	6/1/2016	6/9/2016		

OLD BUSINESS

AREA MEETING

SAVE THE DATE!



The Elsinore Murrieta Anza Resource
Conservation District (EMARCD) is hosting the
Spring 2016 SoCal Inland Region Area Meeting
on **Saturday, May 14th** from **11 AM – 2 PM**

Location: *Fazeli Winery*, 37320 De Portola Road,
Temecula
1-951-303-3366

Please **RSVP** to Jennifer Castillo by **Friday,**
May 6th at jcastillo@iercd.org or 909-799-7407

X100



ELSINORE-MURRIETA-ANZA RESOURCE CONSERVATION DISTRICT
WELCOMES YOU TO THE
CARCD SPRING 2016 SOCAL INLAND REGION MEETING
SATURDAY, MAY 14TH
11 AM – 2 PM

AGENDA

- Location:** *Fazeli Winery, 37320 De Portola Road, Temecula, CA 92590*
1-951-303-3366
- 11:00 AM.** Registration
- 11:15 AM** Welcome from EMA Acting President Rose Corona and EMARCD Board of Directors
Roll call and introductions
Approval of the Minutes from the Fall 2015 Area Meeting and Spring 2016 Special Meeting
Treasurer's report
- 11:30 AM** Presentation: Speaker TBD; National Oceanic and Atmospheric Administration (NOAA);
addressing membership in El Niño's impact on California's megadrought
- 12:00 PM** Lunch
Speaker: Fazeli family representative presenting on green initiatives at the winery
SoCal Inland Region Auction
- 12:30 PM** Action Items
1. Discussion and Possible Approval of SoCal Inland Region Name Change
 2. Discussion and Possible Approval of Bank Signature Card List
- 1:00 PM** Discussion Items
1. SoCal Inland Leadership Handbook
- 1:30 PM** Agency Reports:
Natural Resources Conservation Service (NRCS)
California Association of Resource Conservation Districts (CARCD)
California Department of Conservation (DOC)
So Cal Inland Region Resource Conservation Districts- Brief Updates & Reports
- 2:00 PM.** Adjourn